

COLLECTIVE BARGAINING AGREEMENT

between

**Service Employees International Union
SEIU Local 509**

and

Lesley University

July 1, 2015

to

June 30, 2018



Lesley University Adjunct Faculty Union Contract

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This Agreement is entered into as of the dates indicated below, with an effective date of July 1, 2015, by and between Lesley University (hereinafter referred to as the “Employer” or “University”), and Service Employees International Union, CtW Local 509 (hereinafter referred to as the “Union”).

PREAMBLE

The Union and the University value and respect the role of the Adjunct Faculty covered by this Agreement as important contributors to a learning community. Our relationship is characterized by a spirit of professionalism, collegiality, and cooperation toward a common objective of providing an exceptional educational experience for the University’s students and to attract and retain quality students and employees.

The parties are committed to promoting an awareness, understanding, and respect of diverse interests, opinions, and experiences, and recognize the value such diversity has in providing a high quality education to every student. A culture that encourages collaboration and respect is vital to a positive work environment conducive to the success of the University’s students and those who provide for their education. This is in keeping with the University’s stated mission “to prepare socially responsible graduates with the knowledge, skills, understanding, and ethical judgment to be catalysts in shaping a more just, humane, and sustainable world.” <http://www.lesley.edu/mission/>

Article 1 - Recognition and Bargaining Unit Description

Section 1. Pursuant to the Certification of Representative, issued by the National Labor Relations Board in Case No. 01-RC-118179, the University hereby recognizes the Union as the sole and exclusive collective bargaining representative of all adjunct faculty employed by the Employer in the United States instructing in credit-bearing classes, labs, or lessons in all programs (whether degree-granting or not). Such instruction may occur through any delivery method/modality (including teaching credit-bearing on-line classes, labs or lessons).

Excluded are all other faculty. Also excluded are all other employees, whether or not they have teaching responsibilities, including deans, provosts, administrative employees, professional and non-professional employees, artists in residence, maintenance, confidential employees, graduate assistants, teaching fellows,

department or program chairs, full-time coaches, and guards and supervisors as defined in the Act.

Section 2. Whenever "Adjunct Faculty" is used in this Agreement it shall refer to bargaining unit employees, unless otherwise specified.

Article 2 - Management and Academic Rights

Section 1. Management of the University is vested exclusively in the University. Except as set forth in this Agreement, this includes but is not limited to the following rights:

- a. The right to establish, direct, and control its programs, services, organizational structure, and operations in all particulars and to take such action as is necessary to maintain the mission, efficiency, and effectiveness of the University operations;
- b. The right to decide who is taught, what is taught, how it is taught, when it is taught, and who does the teaching;
- c. The right to direct, supervise, and train employees; to appoint, assign, schedule, transfer, evaluate, promote, and retain employees in positions; to determine qualifications, hiring criteria and standards of work; to establish standards of productivity and performance; and to suspend, demote, discharge, or take other disciplinary actions against an employee;
- d. The right to lay off employees due to lack of work, budgetary reasons, or organizational changes;
- e. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the University's programs, services, and operations are to be conducted;
- f. The right to take whatever actions as may be necessary to carry out the mission of the University in situations of emergency, the determination of such situations to be the prerogative of the University, provided that the University shall subsequently and in timely fashion negotiate the effects of such action on the terms and conditions of employment of members of the bargaining unit. For the purposes of this section "emergency" is defined as

any condition or situation out of the ordinary which requires immediate action to avoid danger to life, property, or to prevent losses affecting the University, its employee(s), student(s), or the general public.

g. The right to privatize or contract out programs, services, and operations as deemed appropriate to maintain a well-coordinated and efficient system of the University.

Section 2. The above enumeration of management and academic rights is not exhaustive and does not exclude other management or academic rights not specified above. The exercise of any management or academic right or function in a particular manner shall not preclude the University from exercising the same in any other manner which does not violate this Agreement. The University's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same.

Article 3 - Equal Employment Opportunity and Non-discrimination

Section 1. It is the policy of the University not to discriminate on the basis of race, color, religion, sex, ethnicity, national origin or ancestry, age, physical or mental disability, sexual orientation, gender identity, gender expression, genetic information, veteran or military status, membership in Uniformed Services, and all other categories protected by applicable state and federal laws (including union activity). The University's policies on equal opportunity, discrimination, and harassment may be found at www.lesley.edu/policies and may be revised from time to time. Where enforcement mechanisms exist under Federal, State or local laws, alleged violations of this Article will not be subject to the Grievance Procedure of Article 8, but will be handled in accordance with the procedures provided for all University employees.

Article 4 – Union Security and Check Off

Section 1. It shall be a condition of employment that all Adjunct Faculty members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or

execution date, become and remain members in good standing of the Union, or, in lieu of union membership, pay an agency fee, as determined by the Union. The Union agrees to comply with all Massachusetts and Federal law regarding the implementation and notice requirements of agency fees.

Section 2. It also shall be a condition of employment that all Adjunct Faculty members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment either become and remain members in good standing of the Union or pay an agency fee as determined by the Union.

Section 3. The Union may request that an Adjunct Faculty member, who fails to join the Union, maintain Union membership, or pay a representation fee, shall be dismissed. If the Union makes such a request, the Employer shall comply. Prior to any dismissal, the Adjunct Faculty member shall be offered an opportunity within twenty (20) calendar days, following the written notification from the Union to the Employer requesting discharge, to pay the required dues, initiation fees, and/or representation fees that have not been tendered.

Section 4. Payment of Union dues and/or fees may be made via the check-off procedure provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article.

Section 5. The Union hereby agrees that it shall indemnify, defend, and hold the University harmless from any claims, actions, or proceedings by an Adjunct Faculty member arising from deductions made by the University hereunder or from the enforcement of this Article.

Section 6. The Employer further agrees to deduct voluntary contributions made by Adjunct Faculty to the SEIU *Committee on Political Education* (COPE) and to remit said contributions to the COPE at the same time Union dues and agency fees are remitted. Said contributions are strictly voluntary and can be in any amount as determined by the Adjunct Faculty member.

Section 7. Each payday, the University shall deduct from an Adjunct Faculty member's wages a sum of dues and/or fees owed the Union and authorized under the Federal Labor Law, provided the Adjunct Faculty member has furnished the University a written assignment executed in accordance with law. The Union will provide to the University a suitable form for the authorization of this payroll

deduction, and, as to new Adjunct Faculty, the University will include that form in his/her initial employment packet.

Section 8. The Union shall be ultimately responsible for obtaining executed written assignments for such payroll deductions from existing Adjunct Faculty. However, the University shall cooperate with the Union in seeking compliance with this provision by notifying covered Adjunct Faculty at their time of hire of the existence of this Agreement and by providing them with Union membership and pay deduction materials supplied by the Union. Materials voluntarily completed by the Adjunct Faculty member and returned to the University shall be promptly remitted to the Union. On or about the 15th of the month following the deductions, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee. Such deductions shall continue until either the Adjunct Faculty member is not on the payroll of the University or instruction to cease payroll deductions is given in writing by the Adjunct Faculty member to the University Office of Human Resources.

Section 9. The University shall send to the Union via transmission method determined by the Union to an electronic or physical address identified by the Union in writing the following information for each Adjunct Faculty member whether or not deduction is made, at the same time as the University remits all deductions for union dues or representation fees, Union initiation fees and Union assessments made from the wages of Adjunct Faculty for the preceding month,:

- a. Job classification;
- b. Department;
- c. Rate of pay and earnings that the dues or representation fee deduction is based on;
- d. Month the deduction is based on;
- e. Name;
- f. Union initiation fees listed separately;
- g. Union assessments listed separately; and,
- h. If applicable, a reason Union dues are not deducted.

Article 5 - Union Rights

Section 1. The identified representatives of the Union shall have reasonable access to the University's facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disrupted.

Section 2. The Union shall have access to meeting space on campus subject to the same procedures as other campus organizations.

Section 3. Management shall recognize Adjunct Faculty members designated by the Union as bargaining unit representatives to address grievances, process disciplinary appeals, and for meetings with a grievant or with management, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so.

Section 4. Workplace leaders (stewards) and/or Union representatives shall be given some time on the agenda of Adjunct Faculty orientation meetings in order to present information about the Union and Union membership.

Article 6 - Academic Freedom and Adjunct Faculty Rights and Responsibilities

Section 1. Adjunct Faculty enjoy the same rights and obligations of academic freedom as do all faculty at the University, as provided in the University's Academic Freedom Statement, which may be found at www.lesley.edu/policies and as it may be amended from time to time.

Section 2. The Union acknowledges that, like other University employees, Adjunct Faculty members covered by this Agreement are subject to all University policies, as set forth in employee handbooks, faculty handbooks, handbooks or catalogues available for each department, division, program, or school, or on the University website. Such policies may be amended from time to time at the discretion of the University. By way of example, Adjunct Faculty members will follow the University's policy on plagiarism, the Community Standards of Conduct, the Discrimination, Harassment, and Sexual Violence Policy, and other rules and regulations governing students and Adjunct Faculty member work and conduct expectations. The parties recognize that if such policies are in conflict with or superseded by this Agreement, the terms of this Agreement shall apply.

Section 3. If there is a standard course syllabus or requirement, an Adjunct Faculty member who is teaching a course for the first time at the University shall receive from the Dean/Department Chair/Program Director or designee, at the time of his or her teaching assignment or as soon thereafter as practicable, a copy of the standard course syllabus or requirement to be used in the course. If the Adjunct Faculty member believes that the standard course syllabus should be modified, then the Adjunct Faculty member may discuss such proposed changes with the appropriate Department Chair, Program Director, or designee.

Section 4. If there is no standard course syllabus, the Adjunct Faculty member shall provide a new syllabus as soon as practicable to the appropriate Department Chair, Program Director, or designee. The Adjunct Faculty member shall meet to discuss the syllabus with the Department Chair, Program Director, or designee if requested.

Section 5. To the extent a department has particular written expectations on course syllabi, teaching and grading responsibilities, student assignments or other expectations, such written expectations will be made available to the Adjunct Faculty member at the time that the course is assigned or as soon thereafter as practicable.

Section 6. Adjunct Faculty teaching shall be guided by course descriptions and syllabi, requirements of each teaching modality, and adherence to academic and professional standards. Adjunct Faculty are responsible for the maintenance of good order and the observance of University policies in the classroom. Adjunct Faculty shall meet classes on time, hold classes for the full period except in the event of an emergency or as an approved practice by the Department Chair or Program Director, and evaluate academic and clinical performance fairly and reasonably. Adjunct Faculty shall submit grades and student evaluations on a timely basis and shall provide feedback to student work and responses to student communication on a timely basis. Adjunct Faculty should discuss teaching expectations and related concerns with the Department Chair or Program Director.

Section 7. Adjunct Faculty shall report promptly to their Department Chair or Program Director matters that may require academic or non-academic disciplinary action against students under applicable University policies. Adjunct Faculty shall participate or cooperate, as appropriate, in any resulting investigation.

Section 8. The University sends important information by email to Adjunct Faculty members' University email addresses. All Adjunct Faculty members must check their University email accounts on a regular basis and must use their University email accounts for purposes of conducting University business, including all communication with students.

Article 7 - Bargaining Unit Information

Section 1. The University will provide to the Union a list of all Adjunct Faculty members covered by this Agreement on the following dates: October 15, based on information available on September 30; February 15, based on information available on January 31; and July 15, based on information available on June 30.

Section 2. This list will include the following information: name, home address, phone number, Lesley University email, semester first taught at the University, length of current contract assignment, all courses taught by the Adjunct Faculty member during the semester, including course title, the date the course begins and ends, scheduled time and location of the course, department in which the course is offered, number of credits offered for the course, salary for the course, and number of students enrolled in the course or in each course section. The list will also indicate whether any courses or course sections scheduled to be taught by Adjunct Faculty were cancelled.

Article 8 - Grievance and Arbitration

Section 1. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement. This is the sole and exclusive procedure for the resolution of grievances under this Agreement.

Section 2. The following steps shall be followed in the processing of grievances:

Step 1. The Adjunct Faculty member shall file the grievance with his/her Department Chair or Program Director within twenty-one (21) calendar days of its occurrence or discovery. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested. If the grievance is not resolved satisfactorily within fourteen (14) calendar days thereafter, the grievance

may proceed to Step 2. Furthermore, while the Adjunct Faculty member and the University are encouraged to resolve disputes at Step 1, the Union may initiate a grievance on the Adjunct Faculty member's behalf at Step 2, provided it is so initiated within the twenty-one (21) calendar days specified above. In the event an individual Adjunct Faculty member and the University settle a dispute without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement.

Step 2. If the grievance is not resolved at Step 1, the Adjunct Faculty member may request that the Union appeal the grievance to Step 2. If the Union deems the grievance to be meritorious, it may file the Step 2 grievance with the Adjunct Faculty member's Dean or his/her designee within fourteen (14) calendar days of receipt of the Step 1 response, or within seven (7) calendar days of the deadline for the Step 1 response, if none was received. If the grievance is filed within the time limits, the Dean or his/her designee shall conduct a meeting for the purpose of attempting to resolve the grievance. If the grievance is not resolved at this meeting, the Dean or his/her designee shall respond to the Union in writing within fourteen (14) calendar days of the meeting. If the Dean or his/her designee fails to respond within fourteen (14) calendar days of the meeting, the grievance may proceed to Step 3.

Step 3. A grievance not resolved at Step 2 may be appealed in writing by the Union to the University's Provost or his/her designee within seven (7) calendar days of the conclusion of Step 2. A meeting for the purpose of attempting to resolve the grievance shall be held at this Step. If the grievance is not resolved at this meeting, the Provost or his/her designee shall respond to the Union in writing within fourteen (14) calendar days of the meeting. Any grievance filed by the Union on behalf of two or more Adjunct Faculty members, or involving the discharge of an Adjunct Faculty member or a grievance against a Dean, may be initiated at Step 3. Additionally, as to any other grievance, the parties may proceed initially at Step 3 if by mutual agreement, in writing.

Section 4. Arbitration. A grievance not resolved at Step 3 may be appealed to arbitration by the Union by giving notice to the University within twenty-one (21) calendar days of the Step 3 response. The Union and the University shall endeavor to mutually agree to the selection of a single arbitrator. If the Union and the University are unable to reach an agreement on the selection of an arbitrator, the

parties shall use the selection procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.

The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the University.

If an Adjunct Faculty member must miss a class because he/she is required to attend an arbitration hearing, there will be no loss of compensation from the University for that Adjunct Faculty member. The Adjunct Faculty member shall be responsible for scheduling a make-up class or arranging, sufficiently in advance of the scheduled class, for a suitable replacement to teach the class who is acceptable to the Department Chair or Program Director. The University shall not be required to incur any expense as a result of a replacement faculty. Such replacement approval shall not be unreasonably denied.

Section 5. All time limits herein shall exclude the winter break period when the University is closed, and may be extended by mutual agreement expressed in writing.

Article 9 - Access to Services – Departmental Support

Section 1. All Adjunct Faculty members will be provided the necessary (as determined by the Department Chair, Division Director, or Program Director and consistent with the Department, Division, Program, or University practice and available resources) supplies, materials, technologies, and other resources before the beginning of the course. These materials, technologies and other resources necessary for teaching the course will be consistent with, but not necessarily identical to those provided other faculty in the Department, Division, or Program. By way of example, the University will provide access to computers, but will not provide a computer to each Adjunct Faculty member.

Section 2. Adjunct Faculty members will be oriented into the logistical procedures in their departments and Lesley University that are reasonably necessary to do their jobs, including, but not limited to, Blackboard and Chalk & Wire, preparing materials for class, how to place book orders, submitting grades, and so forth.

Section 3. Any departmental Mission Statements and/or faculty handbooks, guidelines, or procedures shall be made available in writing (in paper copy,

electronically by email, or on the University's website) to the Adjunct Faculty member before the beginning of the Adjunct Faculty member's first course, and annually thereafter with updates as available.

Section 4. The department shall make available to Adjunct Faculty members when possible pertinent information about the course, subject to the agreement of faculty members who previously taught the same course, including study materials from previous years, previous syllabi, and so forth.

Section 5. If the supplies, materials, and/or software needed to teach a course as set forth in Section 1 above are unavailable at the University, the Adjunct Faculty member shall obtain prior written authorization from the Department Chair, Division Director, or Program Director before incurring any out-of-pocket expense. Such requests will be considered and permitted in a manner consistent with, but not necessarily identical to, other faculty in the Department, Division, or Program. If the Adjunct Faculty member is authorized in advance by the University to purchase supplies, materials, and/or software for a course, he/she will be reimbursed in accordance with the University's reimbursement policy, upon submission of a receipt or other required documentation of the expense.

Section 6. All proposed course-related field trips, or any compensation or stipend for a guest speaker, must be approved in writing in advance by the relevant Department Chair, Division Director, or Program Director, and, if approved, Adjunct Faculty members must abide by applicable guidelines and policies relating to such. Related expenses, if approved, are subject to the provisions of Section 1 and Section 5 of this Article.

Section 7. Subject to the provisions of Section 1 of this Article, Adjunct Faculty members shall have access to the University's photocopying center and/or college or school photocopiers and printers for photocopies and printing for a course (subject to department or program approval and use of proper budget code that will be provided to the Adjunct Faculty member), and Adjunct Faculty shall have access to Office of Information Technology for computer, internet, and audio-visual equipment support.

Section 8. Adjunct Faculty members shall have access to a University email address and free University Wi-Fi access on campus and shall be offered an online profile on the Lesley University website, provided the Adjunct Faculty member submits the text for the online profile and the Department, Division, or Program approves of the text. For Adjunct Faculty members who are not teaching in a

semester but started a teaching assignment within the prior 24 month period, such access to email and Wi-Fi will be retained while the Adjunct Faculty members are not teaching.

Section 9. Adjunct Faculty members shall have access to the spaces dedicated to Adjunct Faculty in University Hall and shall have access to other appropriate space (including classrooms) subject to the University's room reservation system to prepare for class and meet with and advise students. For Adjunct Faculty members who live in Massachusetts and who are not teaching in a semester but started a teaching assignment within the prior 24 month period, such access will be retained while the Adjunct Faculty members are not teaching.

Section 10. Adjunct Faculty members shall have equal access as core faculty to the University's library services, including research databases and online services. For Adjunct Faculty members who are not teaching in a semester but started a teaching assignment within the prior 24 month period, access to the University's library services will be retained while the Adjunct Faculty members are not teaching.

Section 11. Adjunct Faculty are encouraged to participate in University or School-wide orientation and training offered by the University related to employment at the University. The University shall make available training and/or guidance in teaching methods, grading criteria, and curriculum implementation. If an Adjunct Faculty member attends a University sponsored conference or institute, any registration fees shall be waived in the same manner that fees are waived for core faculty, subject to available space. Required trainings/courses will also be made available in the evenings, on-line or through web-based training, for those who teach after 5pm and on weekends and are unable to attend required trainings/courses during weekdays.

Article 10 - Appointments and Assignment of Courses

Section 1. If an Adjunct Faculty member has taught courses (excluding independent studies and excluding individual field placement and practicum supervision assignments) having at least nine credits -- or for Adjunct Faculty teaching LUCAD studio courses having at least 12 contact hours -- in each calendar year during the immediately preceding four calendar years, he or she shall be eligible to apply for a two-year appointment starting on July 1 of the following fiscal year. If an Adjunct Faculty member as taught courses pursuant to a

“temporary faculty” appointment during such four year period, those courses shall be included in calculating the Adjunct Faculty member’s eligibility in a manner consistent with this Section 1. An Adjunct Faculty member may request to have the preceding eligibility criteria waived if, due to special circumstances, the Adjunct Faculty member taught at least 36 credits (or 48 contact hours for LUCAD studio courses) over the immediately preceding four calendar years and the Dean approves the waiver in writing.

In order to maintain eligibility for a two-year appointment, a two-year appointee must teach at least six credits (or eight contact hours for LUCAD studio courses) each calendar year, except in cases of leaves approved in advance by the Dean for reasons such as medical, or to pursue scholarship or creative work.

An Adjunct Faculty member who wishes to apply for a two-year appointment shall request a Comprehensive Review pursuant to Article 11 no later than October 1 in the year before his or her eligibility. Awarding a two-year appointment requires approval of the Dean.

Section 2. Adjunct Faculty on two-year appointments shall be offered courses having at least nine credits (or 12 contact hours for LUCAD studio courses) during each year of the two-year appointment period. The two-year appointee and the University (through the Dean) may, by mutual agreement, agree to an offer of eighteen (18) credit courses (or 24 contact hours for LUCAD studio courses) during the two – year appointment.

Section 3. The following actions (1) appointment or re-appointment of Adjunct Faculty to two-year appointments and (2) the assignment of available courses to two-year appointees and Adjunct Faculty who have taught for at least four semesters or four terms at the University, shall be subject to the following considerations (not listed in preferential or particular order):

- a. The Adjunct Faculty member’s qualifications, including his or her role in designing the course;
- b. The Adjunct Faculty member’s teaching performance and evaluations;
- c. The Adjunct Faculty member’s disciplinary record;
- d. The Adjunct Faculty member’s length of service at the University;
- e. Serious financial considerations that warrant reduction in teaching staff;
- f. Elimination or downsizing of a department or program; a reduction in the number of courses or sections offered; or other general curriculum and/or course modifications or needs;

- g. The hiring of a core faculty member or professional staff member or the reassignment of course work to current core faculty members or professional staff members that has the effect of reducing the need for an Adjunct Faculty member's services;
- h. The Adjunct Faculty member's special skills or expertise to contribute to the breadth of offerings at the University; and
- i. The Adjunct Faculty member's positive contributions to the department, program, or School/College needs, planning, and activities.

If the University offers courses to a two-year appointee but the two-year appointee does not agree to teach one or more of the courses, the University is not obligated to offer substitute course(s) to the two-year appointee.

Decisions based on subsections (a) through (d), (h), and (i) may not be made in an arbitrary and capricious manner. Decisions based on subsections (e), (f), and (g) are at the University's sole discretion and are not subject to the grievance procedure set forth in Article 8.

Section 4. All Adjunct Faculty members who do not have two-year appointments or who have not taught for the University for at least four semesters or four terms, may be given or not given appointments and course assignments at the sole discretion of the University; such decisions are not subject to the grievance procedure set forth in Article 8.

Section 5. No Adjunct Faculty member may teach more than five courses or fifteen credits (or the equivalent of other instructional and non-instructional work), whichever is greater, in any calendar year, except under special circumstances and with the prior written approval of the relevant Dean.

Section 6. Adjunct Faculty members may submit to the department or program/division what courses s/he would like to teach and may also indicate to their Department Chair, Program/Division Director, or designee their availability to do so as to days of the week and times of the day. Departments, Divisions, and Programs may discuss with the Adjunct Faculty members tentative assignments as soon as courses for the fall, spring, or summer are decided upon. In the normal course, the University shall offer course assignments in writing to the Adjunct Faculty member at least two months before the start of a semester, one month before the start of a term, and one month before the start of a practicum supervision. Reasons for course assignments to be offered outside the normal notification period include (but are not limited to) changes in assigned Adjunct

Faculty or core faculty availability or unexpected demand due to enrollment increase. In any event, course assignments must be offered no later than two weeks before the start of each semester and no later than one week before the start of each term. Nothing in this article shall preclude Adjunct Faculty members from being offered additional courses within two weeks or one week of the start of each semester or term.

An Adjunct Faculty member who is provided notice of course assignments for a semester or term shall notify the University of his/her acceptance of the assignment(s) within one (1) week of receiving notice of assignment.

Section 7. In making appointments and assigning courses, the University shall first consider student needs, the operational and pedagogical needs of the University, and the availability of core faculty, prior to appointing Adjunct Faculty terms or assigning courses or other work to Adjunct Faculty. In addition, the provisions of this Article 10 are subject to the provisions on under-enrolled and cancelled courses set forth in Article 12.

Section 8. As a special, one-time adjustment for the purpose of implementing this Agreement, the University will offer one-year contracts with an offer to teach at least six credits or eight contact hours for the period July 1, 2015 - June 30, 2016 to Adjunct Faculty who have (a) taught at least nine credits or twelve contact hours in each of the last four calendar years (2011-2014) and (b) student evaluations from that period that are reasonably satisfactory. Such Adjunct Faculty will remain eligible for consideration for two-year appointments starting on July 1, 2016, subject to the other provisions of this Article 10.

Section 9. Notwithstanding Section 2 and Section 5 of this Article 10, but subject to the other provisions of this Article 10, Adjunct Faculty who have taught 18 or more credits or 24 or more contact hours in each of the last four calendar years (2011-2014), if they are offered a two-year appointment subject to the provisions of this Article 10, will be offered to teach the average number of courses they taught in each of the last four calendar years (2011-2014).

Article 11 - Evaluations

Section 1. Student Evaluations. Every Adjunct Faculty member shall be evaluated by students in each class each semester/term, using University-approved course evaluation processes and forms. Departments, Divisions, and Programs may

use different course evaluation forms. At the end of each semester/ term, the Department Chair, Program/Division Director, or designee will review the course evaluations and shall provide timely feedback to the Adjunct Faculty member if there is evidence of unsatisfactory teaching performance.

Section 2. Comprehensive Review. An Adjunct Faculty member applying for two-year appointment pursuant to Article 10 shall request a Comprehensive Review in the year before he or she is eligible for such appointment. The Department Chair, Program/Division Director, or designee has overall responsibility for such Comprehensive Review, and the Comprehensive Review is subject to the review and approval of the Dean. This may include, but not be limited to, the following:

- a. Reviewing all student evaluations (or aggregated summaries or ratings), syllabi and applicable course materials, examining assessment methods, and observing teaching to evaluate teaching effectiveness. Additionally, the Adjunct Faculty member may choose to submit a written narrative outlining his/her approach to teaching previously assigned courses. The Chair, Director, or designee may also take into consideration any student commendations and complaints, both written and oral, about an Adjunct Faculty member's performance.
- b. In order to assess teaching effectiveness, the Chair, Director, or designee may also visit the classes of, or view content and communications in online courses, for any Adjunct Faculty member under his/her supervision. The date and time of the classroom observation shall be decided in advance by mutual agreement between the Chair, Director or designee and the Adjunct Faculty member. The Chair, Director, or designee shall write a summary of any classroom visit and shall meet with the Adjunct Faculty member in order to provide a copy of the written summary and review his/her observations. The Adjunct Faculty member may request an additional classroom observation by a different member of the core faculty, and such request shall not be unreasonably denied. The Adjunct Faculty member is free to add his/her own comments about the observation summary. Such summary by the Chair, Director, or designee, as well as any comments by the Adjunct Faculty member, shall become part of the Adjunct Faculty member's personnel file.
- c. Adjunct Faculty on two- year appointments will not be reviewed annually but may undergo Comprehensive Reviews at the discretion of the

Department Chair, Program/Division Director, or designee. It is anticipated that Adjunct Faculty on two- year appointments who receive multiple re-appointments will be evaluated every few years. However, the Department Chair, Program/Division Director, or designee will still review student evaluations each semester/term for such Adjunct Faculty members per Section 1 above and still maintain the right to visit the classroom of such Adjunct Faculty members per the provisions of Section ‘b’ above.

Section 3. Adjunct Faculty on Term or Semester Appointments. Adjunct Faculty on term or semester appointments may undergo Comprehensive Reviews at the reasonable discretion of the Department Chair, Program/Division Director, or designee. It is anticipated that Adjunct Faculty who receive multiple re-appointments will be evaluated every few years. However, the Department Chair, Program/Division Director, or designee will still review student evaluations each semester/term for such Adjunct Faculty members per Section 1 above and still maintain the right to visit the classroom of such Adjunct Faculty members per the provisions of Section 2(b) above.

Section 4 New Adjunct Faculty. It is the expectation of the University that all new Adjunct Faculty members will be evaluated during their first year of teaching. This evaluation may not necessarily be a Comprehensive Review but may include a classroom visit and review of course materials (or a review of content and communications in online courses).

Section 5. All evaluations shall be in conformity with department, College/School, and University standards, practices and criteria. Colleges/Schools will meet with Adjunct Faculty members to describe the Colleges’/Schools’ criteria for evaluations conducted under the above terms.

Article 12 - Class Size and Course Cancellations

Section 1. A course may be cancelled by the University if the student enrollment for the course is fewer than ten (10) students. The Dean of the College or School, or his/her designee, may decide to continue to offer a course with an enrollment of fewer than ten (10) students, in which case payment shall be made to the Adjunct Faculty member as follows: for seven (7) to ten (10) students, full pay for the course; for fewer than seven (7) students, pro rata payment based on the number of students enrolled in the course. For these purposes only, the pro rata payment shall be determined by dividing the fee for the course by seven (7) and then multiplying

the result by the number of students actually enrolled in the course. GSASS Clinical Supervision courses in the Expressive Therapies and Counseling and Psychology Divisions with a specified maximum enrollment of eight students per course shall be paid at the full course rate when four or more students are enrolled in the course. In GSOE degree programs that are held off-campus and in an in-person “cohort” model, Adjunct Faculty will be paid at the full course rate even if fewer than ten students are enrolled in a course after the first semester or term in the degree program.

Section 2. If an Adjunct Faculty member has a course canceled by the University within three (3) weeks of the start of the semester or within two (2) weeks of the start of the term, the Adjunct Faculty member shall receive a course cancellation payment of fifteen percent (15%) of the fee that would have been earned for the semester or term. Alternatively, the Program/Division Director or Department Chair may invite the Adjunct Faculty member to work on another project, by mutual agreement, in order to receive the full semester's or term's pay.

Article 13 - Discipline and Discharge

Section 1. Discipline may include written warnings, unpaid suspensions, or discharge. An Adjunct Faculty member will not be disciplined or discharged without just cause.

Section 2. It is understood that the University, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, when appropriate, with which the Adjunct Faculty member must comply.

Section 3. Discipline for purposes of this Article shall not include performance reviews and shall not include non-reappointment for teaching or other work in any subsequent semester.

Section 4. At the discretion of the University, an Adjunct Faculty member may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct that may result in discipline. Being placed on paid administrative leave is not itself a disciplinary action.

Section 5. An Adjunct Faculty member may request that a Union representative be present at any investigatory meeting that the Adjunct Faculty member

reasonably believes may lead to discipline and/or at a meeting where discipline is to be administered. Such requests shall not be unreasonably denied.

Article 14 - Opportunities to Fill Core Faculty Positions

Section 1. The University shall notify Adjunct Faculty members of open core faculty positions by email to the Adjunct Faculty member's Lesley University email address at the time the opening is announced. The University, in its reasonable discretion, shall have the right to determine the qualifications for the core faculty position and determine whether an applicant meets the qualifications for the position.

Section 2. Adjunct Faculty may apply for an open core faculty position and will be given the same good faith consideration as other candidates provided they meet the minimum qualifications of the position.

Article 15 - Compensation

Section 1. The rank of Adjunct Professor or Adjunct Clinical Professor will be assigned to all Adjunct Faculty. The title of Adjunct will be replaced by Lecturer and Senior Lecturer after the Adjunct Faculty member has taught for at least five consecutive years at the University and has taught at least ten courses at the University. The following categories apply to pay grades and outline minimum qualifications:

Step 1: An individual hired to teach on a per-course basis who possesses at least a Master's Degree, has recognized expertise in the area to be taught, and has taught up to 12 credit hours at Lesley University.

Step II: Same criteria as for Step 1 and has taught for more than 12 credit hours at Lesley University and has demonstrated excellence in the classroom over a sustained period of time as reflected in classroom and student evaluations.

Step III: Possession of a terminal degree, significant professional recognition in her/his academic area of expertise, and has taught up to 12 credit hours at Lesley University.

Step IV: Same criteria for Step III and has taught for more than 12 credit hours at Lesley University, demonstrated excellence in the classroom over a substantial period of time as reflected in teaching evaluation, student, peer, and supervisory review, and participation in the academic life of the University.

Adjunct Faculty who, prior to the date of this Agreement, were assigned consistently to a higher step than the criteria would otherwise warrant, shall continue to be paid at that higher step and receive compensation increases applied to that step. Such Adjunct Faculty shall move to a higher step based on meeting the additional criteria described above. All other Adjunct Faculty shall be assigned to steps based on the criteria described above.

Section 2. The fiscal year 2015 compensation rates for instructional work for three-credit courses and studio art courses are set forth on Attachment 1.

Section 3. The compensation rates for instructional work will be increased as of July 1 in fiscal years 2016, 2017, and 2018 in accordance with Attachment 1 as follows:

- a) Three-credit courses (except studio art courses) will be paid in accordance with Table A on Attachment 1. Courses bearing fewer or greater amounts of credit (other than studio art courses) will be paid on a pro rata basis from the three-credit course rate, except that (i) GSASS clinical supervision seminar courses, CLAS clinical supervision courses, and GSOE practicum and supervision courses will be paid at the rate of a three-credit course, and (ii) CLAS seminar supervision courses in the education division will be paid at a pro rata rate of a two-credit course.
- b) Studio art courses taught by any Adjunct Faculty member who taught a studio art course between July 1, 2013 and June 30, 2015 (the “Current Studio Art Adjunct Faculty Member”) will be paid at the rates set forth on Table B on Attachment 1.
- c) Studio art courses taught by any Adjunct Faculty member who is not a Current Studio Art Adjunct Faculty Member will be paid at the rates set forth on Table C on Attachment 1.
- d) An Adjunct Faculty member who taught a course in the LUCAD MFA Visual Arts Program between July 1, 2013 and June 30, 2015 (the

- “Current MFA Visual Arts Adjunct Faculty Member”) will be paid for teaching a course in the MFA Visual Arts Program the amount that is the greater of (i) his or her previous payment of either \$9,426 or \$10,518, and (ii) the rates set forth on Table D on Attachment 1. These rates will go into effect starting with compensation for the June residencies in 2015, 2016, and 2017.
- e) Courses in the LUCAD MFA Visual Arts Program taught by any Adjunct Faculty member who is not a Current MFA Visual Arts Adjunct Faculty Member will be paid at the rates set forth on Table D on Attachment 1. These rates will go into effect starting with compensation for the June residencies in 2015, 2016, and 2017.
 - f) Adjunct Faculty teaching in the GSASS MFA Creating Writing Program will be paid at the rates set forth on Table E on Attachment 1. These rates will go into effect starting with compensation for the June residencies in 2015, 2016, and 2017.
 - g) Any Adjunct Faculty member with Emerita/us status who taught a course (on Emerita/us status) between July 1, 2013 and June 30, 2015 (the “Current Emerita/us Faculty Member”) will be paid for teaching three-credit courses (except studio art courses) at the rates set forth on Table F on Attachment 1. Courses taught by any Adjunct Faculty member who has Emerita/us status but is not a Current Emerita/us Faculty Member will be paid at the step 4 rates on Table A and Table C.

Section 4. Notwithstanding the foregoing, Adjunct Faculty who teach courses or perform other work pursuant to government-funded grants that exist as of the date of execution of this Agreement will be compensated at the rates contemplated in connection with those grants.

Section 5. Independent study assignments shall be paid at the equivalent of ten percent (10%) of the regular per course amount that the Adjunct Faculty member is paid for a full course, unless the independent study assignment is the result of a low enrolled course in which case the compensation shall be established in accordance with Article 12, Section 1.

Section 6. Adjunct Faculty members shall continue to receive compensation for travel, in accordance with University travel policies, including but not limited to mileage and tolls.

Section 7. Adjunct Faculty members shall receive compensation for additional work as set forth on Attachment 2.

ARTICLE 16 - HEALTH INSURANCE AND OTHER BENEFITS

Section 1. Adjunct Faculty members who meet the eligibility criteria set forth on Attachment 3 shall be eligible for the health insurance and other benefits listed on Attachment 3, as such benefits are described on the University's Human Resources Intranet webpage and modified on Attachment 3. Except for the eligibility criteria and modifications set forth on Attachment 3, the benefits shall be administered for Adjunct Faculty in the same manner as other employees at the University.

Section 2. The University will offer health insurance to any Adjunct Faculty member who (a) during the prior "measurement period" worked an average of 17.5 or more hours per week or (b) is a newly hired employee and is anticipated to work at least an average of 17.5 or more hours per week, in each case as calculated in accordance with the University's current policy as described in the memorandum and information sheet dated October 2014 and set forth as Attachment 4.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

Section 1. The University shall create a Professional Development Fund through which an Adjunct Faculty member may apply for reimbursement for professional development opportunities or resources related to his/her scholarship, artistic or professional practice which will contribute to the improvement of teaching.

Section 2. Effective July 1, 2015, the University shall contribute twenty-five thousand dollars (\$25,000.00) each fiscal year. Any unused funds in one fiscal year shall not roll over to the next fiscal year.

Section 3. To be eligible for Professional Development funds, an Adjunct Faculty member must have three (3) years of teaching experience at the University and teach a minimum of two (2) courses or its equivalence during the year in which the Adjunct Faculty member applies for Professional Development funds. In order to receive funding, eligible Adjunct Faculty members shall submit a request stating the expenses for which they are requesting reimbursement and how the opportunity or resource will enhance pedagogy at the University. Each

Adjunct Faculty member may be approved to receive up to five hundred (\$500.00) in a fiscal year.

Section 4. Requests for funds shall be submitted to the Adjunct Faculty member's Division Director or Department Chair. If the Division Director or Department Chair supports the request, he or she shall forward the request, together with his or her recommendation for approval, to a committee. The committee shall be composed of one Adjunct Faculty member from each of the Schools and Colleges, each to be selected by the Adjunct Faculty in each of her or his respective Schools and Colleges. A representative from the Provost's Office will attend meetings of the committee to consider requests for funds. If the committee supports the request, the committee shall forward the request, together with the Division Director or Department Chair's recommendation and the committee's recommendation, to the Provost's Office, with a copy to the relevant school or college Dean. The Provost's Office shall decide whether to approve or reject the request for funds.

Article 18 - Labor-Management Committee

Section 1. The University shall meet with a committee appointed by the Union two (2) times in each of the Fall and Spring semesters for purpose of discussing matters necessary to the implementation of this Agreement and of general interest to the Adjunct Faculty and University. These meetings shall not be used for negotiations or to discuss pending grievances. The committee members appointed by the Union shall include at least one representative from each College or School of the University. Additional meetings may be held by mutual agreement. Designated representatives of the Union and the University will propose agenda items two weeks prior to each meeting.

Article 19 - Inclusion

Section 1. University Council The Adjunct Faculty in each School and College shall elect one (1) Adjunct Faculty member from such School or College to participate as full members of the University Council.

Section 2. Faculty Assembly The Adjunct Faculty in each School and College shall designate two (2) Adjunct Faculty members from each College to participate as non-voting members of the Faculty Assembly.

Section 3. Meetings and Other Committees

- a. Adjunct Faculty shall be notified and offered the opportunity to voluntarily participate in regular School-wide or College-wide meetings, and department or program meetings with which they are affiliated, except for those parts of the meeting(s) in which personnel matters are discussed.
- b. Each School and College shall hold at least one meeting for Adjunct Faculty teaching in that School or College each semester.

Article 20 - Personnel Files

Section 1: An Adjunct Faculty member may review his/her personnel file by appointment with the Human Resources Department of the University. Upon his/her request, the Adjunct Faculty member will be given a photocopy of any item(s) in such file(s).

Article 21 - Payday

Section 1. An Adjunct Faculty member shall be paid on a monthly basis, in accordance with the University's practice for employees paid on a monthly basis as in effect from time to time, for the teaching and other compensable duties he/she performed, provided the Adjunct Faculty member has submitted to the University, in a timely fashion in advance of the University's monthly payroll deadline, all documentation or information necessary for the processing of said payment. Payment shall be made by direct deposit to the Adjunct Faculty member's bank account.

Section 2. Adjunct Faculty members shall have access to the ADP Self Service Portal (or any successor or substitute company's website) to obtain an itemized electronic pay stub. The precise payday shall be the same day set for others in the University who are similarly situated.

Article 22 - No Strike and No Lockout

Section 1. During the term of this Agreement, neither the Union, its officers, agents, or representatives, nor any employee, will in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify, or condone any strike, including any sympathy strike (such as withholding services because of a labor dispute with another union).

Section 2. In the event of a strike in violation of Section 1 of this Article, the University may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it. Any Adjunct Faculty engaging in any activity in violation of Section 1 of this Article may be discharged.

Section 3. During the term of this Agreement, the University shall not lock out Adjunct Faculty.

Section 4. In the event of a lockout in violation of Section 3 of this Article, the Union may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

Article 23 - Savings Clause

Section 1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable law and are separable. If any part of this Agreement is found to be invalid because of a conflict with applicable law, or otherwise by a court or an arbitrator, such invalidity shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

Article 24 - Waiver

Section 1. No provision of this Agreement will be modified, waived, or discharged unless the modification, waiver, or discharge is agreed to in writing and signed by the parties hereto. No waiver by either party hereto of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

Article 25 - Entire Agreement; Amendment

Section 1. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and replaces and supersedes all prior agreements or understandings between the parties, including any proposals which may have been submitted by either party. No amendments or modifications of this Agreement will be made or deemed to have been made unless in writing and executed by both parties to this Agreement.

[Remainder of page intentionally left blank.]

Article 26 - Term of Agreement

Section 1. This Agreement shall be in full force and effect from July 1, 2015 to and including June 30, 2018 and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing and by certified mail, return receipt requested, at least sixty (60) calendar days prior to the expiration of the Agreement; provided, however, that where neither party gives such sixty (60) calendar day notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing and by certified mail, return receipt requested, of a desire to terminate or modify the Agreement, at least ninety (90) calendar days thereafter.

SERVICE EMPLOYEES
INTERNATIONAL UNION,
CtW Local 509

LESLEY UNIVERSITY

By: Jean Toureignin

By: Selasi W. Williams

Its: President

Its: Provost

Date: June 3, 2015

Date: June 2, 2015

Address: 100 Talcott Ave
Watertown, MA 02472

LESLEY UNIVERSITY

By: Margaret Burt

Its: Vice President for Administration

Date: June 2, 2015

Office of the Provost
29 Everett Street
Cambridge, MA 02138

With a copy to the General Counsel

LESLEY UNIVERSITY ADJUNCT FACULTY NEGOTIATING COMMITTEE

_____	_____
_____	_____
Leha Mignis not Joe	Sarah M. Slivick
Vellata Rosa-Waters	K. Callan
Dean Rof	_____
Mary J. J. J.	_____
Shida Farman	_____

Attachment 1 to Article 15 (Compensation Chart)

CURRENT FY14-15 RATES

	3-Credit Course (1 unit)
Step 1	\$ 3,056
Step 2	\$ 3,224
Step 3	\$ 3,323
Step 4	\$ 3,562

TABLE A

FY16 3-credit rates

	3-Credit Course (1 unit)
Step 1	\$ 3,356
Step 2	\$ 3,624
Step 3	\$ 3,623
Step 4	\$ 3,962

FY17 3-credit rates

	3-Credit Course (1 unit)
Step 1	\$ 3,656
Step 2	\$ 4,024
Step 3	\$ 3,923
Step 4	\$ 4,362

FY18 3-credit rates

	3-Credit Course (1 unit)
Step 1	\$ 3,956
Step 2	\$ 4,424
Step 3	\$ 4,223
Step 4	\$ 4,762

CURRENT FY14-15 RATES STUDIO

	4 contact hours (1 unit)	3 contact hour studio (1.5 credits)	4.5 contact hour studio (3 credits)	6-contact hour studio (3 credits)
Step 1	\$ 3,344	\$ 2,508	\$ 3,762	\$ 5,016
Step 2	\$ 3,800	\$ 2,850	\$ 4,275	\$ 5,700
Step 3	\$ 4,096	\$ 3,072	\$ 4,608	\$ 6,144
Step 4	\$ 4,588	\$ 3,441	\$ 5,162	\$ 6,882

TABLE B

FY16 Studio Rates for Current Studio Art Adjunct Faculty Member

	4 contact hours (1 unit)	3 contact hour studio (1.5 credits)	4.5 contact hour studio (3 credits)	6-contact hour studio (3 credits)
Step 1	\$ 3,477	\$ 2,608	\$ 3,912	\$ 5,216
Step 2	\$ 4,000	\$ 3,000	\$ 4,500	\$ 6,000
Step 3	\$ 4,229	\$ 3,172	\$ 4,758	\$ 6,344
Step 4	\$ 4,788	\$ 3,591	\$ 5,387	\$ 7,182

FY17 Studio Rates for Current Studio Art Adjunct Faculty Member

	4 contact hours (1 unit)	3 contact hour studio (1.5 credits)	4.5 contact hour studio (3 credits)	6-contact hour studio (3 credits)
Step 1	\$ 3,611	\$ 2,708	\$ 4,062	\$ 5,416
Step 2	\$ 4,200	\$ 3,150	\$ 4,725	\$ 6,300
Step 3	\$ 4,363	\$ 3,272	\$ 4,908	\$ 6,544
Step 4	\$ 4,988	\$ 3,741	\$ 5,612	\$ 7,482

FY18 Studio Rates for Current Studio Art Adjunct Faculty Member

	4 contact hours (1 unit)	3 contact hour studio (1.5 credits)	4.5 contact hour studio (3 credits)	6-contact hour studio (3 credits)
Step 1	\$ 3,744	\$ 2,808	\$ 4,212	\$ 5,616
Step 2	\$ 4,400	\$ 3,300	\$ 4,950	\$ 6,600
Step 3	\$ 4,496	\$ 3,372	\$ 5,058	\$ 6,744
Step 4	\$ 5,188	\$ 3,891	\$ 5,837	\$ 7,782

TABLE C

FY16 Studio Rates for all others

	4 contact hours (1 unit)	3 contact hour studio (1.5 credits)	4.5 contact hour studio (3 credits)	6-contact hour studio (3 credits)
Step 1	\$ 3,356	\$ 2,517	\$ 3,776	\$ 5,034
Step 2	\$ 3,624	\$ 2,718	\$ 4,077	\$ 5,436
Step 3	\$ 3,623	\$ 2,717	\$ 4,076	\$ 5,435
Step 4	\$ 3,962	\$ 2,972	\$ 4,457	\$ 5,943

FY17 Studio Rates for all others

	4 contact hours (1 unit)	3 contact hour studio (1.5 credits)	4.5 contact hour studio (3 credits)	6-contact hour studio (3 credits)
Step 1	\$ 3,656	\$ 2,742	\$ 4,113	\$ 5,484
Step 2	\$ 4,024	\$ 3,018	\$ 4,527	\$ 6,036
Step 3	\$ 3,923	\$ 2,942	\$ 4,413	\$ 5,885
Step 4	\$ 4,362	\$ 3,272	\$ 4,907	\$ 6,543

FY18 Studio Rates for all others

	4 contact hours (1 unit)	3 contact hour studio (1.5 credits)	4.5 contact hour studio (3 credits)	6-contact hour studio (3 credits)
Step 1	\$ 3,956	\$ 2,967	\$ 4,451	\$ 5,934
Step 2	\$ 4,424	\$ 3,318	\$ 4,977	\$ 6,636
Step 3	\$ 4,223	\$ 3,167	\$ 4,751	\$ 6,335
Step 4	\$ 4,762	\$ 3,572	\$ 5,357	\$ 7,143

TABLE D**MFA Visual Arts**

	FY2016	FY2017	FY2018
Low residency payment per semester	\$ 5,200	\$ 5,408	\$ 5,624
Per advisee per semester	\$ 1,040	\$ 1,082	\$ 1,125

TABLE E**MFA Creative Writing**

	FY2016	FY2017	FY2018
Per student assigned in low res semesters 1,2,&3	\$ 2,525	\$ 2,675	\$ 2,825
Per 4th semester student assigned	\$ 2,606	\$ 2,756	\$ 2,906
Thesis reader	\$ 223	\$ 233	\$ 243
Per student assigned per residency	\$ 238	\$ 263	\$ 288
Additional residency seminar	\$ 284	\$ 294	\$ 304
Per application writing sample	\$ 64	\$ 68	\$ 72
Per panel participation in residency	\$ 104	\$ 108	\$ 112
Genre Chair per year	\$ 3,000	\$ 3,000	\$ 3,000

TABLE F**EMERITA/US FACULTY**

Non-studio rates for Current Emerita/us Faculty Member:	FY2016	FY2017	FY2018
	\$ 4,676	\$ 5,076	\$ 5,476

Attachment 2 (Article 15) - Other Compensation

The primary obligation of Adjunct Faculty is teaching. There may be occasions, however, where the Dean or designee may ask the Adjunct Faculty member to undertake an assignment in addition to teaching. The Adjunct Faculty member shall be under no obligation to take such assignment. If the Adjunct Faculty member chooses to undertake the assignment, the College/School will determine the appropriate compensation for such work. The following assignments will be paid at the rates listed below:

- **CLAS Honors advising:** \$50 per honors student per class enrolled.
- **Education Fieldwork Supervision (undergraduate and graduate) site visits:** \$120 per visit or \$360 per supervisee.
- **MTEL workshop:** \$150 per workshop hour.
- **Clinical Supervision GSASS:** For on-campus meetings of clinical supervisors, stipends of \$28 per hour. Off-site supervisors receive (1) \$60 per student per site visit or (2) \$75 for two students per site visit at the same site.
- **eLIS online course stipend:** \$3,000 for developing a new course or \$1,500 for revision.
- **Curriculum development:** Ranges from \$300 for syllabi revision to e.g., one course equivalent for semester-long program redesign or major curriculum project.
- **Studio supervision:** \$1,500 for supervision of print studio per semester; \$2,500 for ceramics studio per semester.
- **LUCAD portfolio reviews:** \$150 per admissions event.
- **Doctoral Committee:** One time \$200 honoraria for serving as a 2nd or 3rd member of a doctoral student committee prior to student's passing Qualifying Paper or Exam; additional one time \$300 honoraria for serving after student passes above.

Attachment 3 (Article 16) - Health Insurance and Other Benefits

Type of Benefit	Category One	Category Two	Category Three
	All Adjunct Faculty in Step 1 and Step 3	All Adjunct Faculty in Step 2 and Step 4	Adjunct Faculty who are working pursuant to a one-year appointment in accordance with Article 10, Section 8 or a two-year appointment in accordance with Article 10
Sick Leave (calculated and capped in accordance with new Massachusetts law)	Yes	Yes	Yes
FMLA	Yes	Yes	Yes
Long-Term Disability Insurance	No	No	No
Employee Assistance Program	Yes	Yes	Yes
Dependent Care Flexible Spending Account	No	Yes	Yes
Life Insurance	No	Yes (if minimum compensation \$5,000/year)	Yes (if minimum compensation \$5,000/year)
Voluntary Supplemental Life Ins.	No	Yes	Yes
Voluntary Vision Benefits	No	Yes	Yes
Retirement Benefits	Yes, employee elective/voluntary contributions only	Yes, employee elective/voluntary contributions only	Yes, employee elective/voluntary contributions and matching contribution from university as follows: 3% employee contribution → 3% university contribution
Transportation Benefits*	Yes	Yes	Yes
Tuition Remission for Employees, Spouse and Spousal Equivalents, and Eligible Dependents	No	No	Yes
Tuition Exchange Programs	No	No	Yes
Voluntary Long-term Care Insurance	No	Yes	Yes
Parenting Leave	No	Yes	Yes
Personal Leave	No	No	No

Bereavement Leave	No	Yes	Yes
Jury Duty/Court Duty	No	Yes	Yes
Health Insurance	Yes, 17.5 hours/week or more	Yes, 17.5 hours/week or more	Yes, 17.5 hours/week or more
Dental Insurance	Yes, 17.5 hours/week or more	Yes, 17.5 hours/week or more	Yes, 17.5 hours/week or more

*Transportation benefits are pre-tax purchases of MBTA/bus/commuter rail passes and Adjunct Faculty rates for University parking lots.

Information Regarding Health Insurance Eligibility for Adjunct Faculty for Calendar Year 2015

Effective January 1, 2015, the Patient Protection and Affordable Care Act (the "ACA") requires most employers to offer employer-sponsored health insurance to all employees who work an average of 30 hours or more per week. An employee's eligibility for health insurance may be established by calculating the employee's hours worked during a "look-back" period selected by the employer. For purposes of health insurance coverage for calendar year 2015, Lesley University's "look-back" period is January 1 - November 30, 2014.

Who is eligible to participate in the University's health insurance plans?

Lesley University will offer health insurance to more employees than those who satisfy the ACA minimum of an average of 30 hours per week. Specifically, Lesley adjunct faculty who worked an average of 17.5 hours or more per week during the look-back period are eligible to participate in the University's health insurance plans in calendar year 2015 while they remain employees of Lesley. The calculation of hours worked is based on both instructional and non-instructional work. Lesley will also extend the offer of health insurance to any adjunct teaching seven or more courses during the look-back period.

If you are eligible to participate in Lesley's health insurance plans, you may also enroll eligible family members (your spouse and/or dependent children, in accordance with the health plan provisions).

Will Lesley contribute to the cost of health insurance?

Lesley University will contribute to the cost of health insurance. The amount of the University's contribution varies by type of plan and employee coverage category (i.e., employee only, employee plus dependent, and employee plus family). In addition, the University contributes at different percentage rates depending on whether an employee worked an average of 17.5 hours or more each week, 21 hours or more each week, 25 hours or more each week, or 28 hours or more each week.

The University's contribution percentage is based on the adjunct faculty member's average hours worked during the look-back period in 2014, not the average hours expected in calendar year 2014.

How will I know if I am eligible?

All eligible adjunct faculty who meet the above criteria should receive a letter from Lesley Human Resources via U.S. mail by November 5, 2014. This letter will confirm eligibility and state the average number of hours worked per week during the look-back period.

If you do not receive a letter of eligibility by November 5th but believe you have met the eligibility criteria, please contact Human Resources at hr@lesley.edu by November 7, 2014 so that your situation can be reviewed in a timely manner.

If eligible, you will be provided with information about the various plan options with further instructions for enrollment.

How long will I be able to remain in a selected health plan?

Adjunct faculty who are determined to be eligible for health insurance based on the eligibility criteria described in this communication may remain covered through all of calendar year 2015 to the extent required by the ACA, as long as they remain an employee of Lesley University. Health insurance coverage for calendar year 2016 will be based on hours worked for Lesley during the look-back period that Lesley elects to use for 2016.

How does my teaching and other work translate to hours to determine eligibility for health insurance?

Eligibility to participate in Lesley's health insurance plans in 2015 can be achieved in one of two ways:

- **Courses Taught:** You taught or will teach seven or more courses during the January 1, 2014 to November 30, 2014 look-back period. These courses could be taught in any combination during the spring, summer or fall semesters or terms.
- **Work Hours:** You worked an average of 17.5 hours or more per week during the look-back period. Work hours are based on instructional work (e.g., standard, studio, or capstone courses) and non-instructional work (e.g., advising, curriculum development, supervision, or portfolio review). The chart below provides examples of the hours calculated for various courses.

What are the hourly calculation equivalents?

Instructional:

The University relied on guidance in the ACA implementing regulations to calculate hours for instructional work. Work relating to each course includes the following:

- Actual hours teaching in the classroom or studio (studio contact hours);
- Hours outside the classroom or studio performing tasks such as class/studio preparation, grading exams/papers or other evaluations; these hours are calculated at the rate of 1.25 hours per each credit hour per week (e.g., a 3 credit hour course equals 3.75 non-class/studio hours); and
- One additional hour per week to account for required time that may not be adequately recorded or reported elsewhere.

Courses were converted to hours using a combination of scheduled in-class hours, out-of-class hours (based on the number of course credits), and multiplied by a standard 15-week semester. Courses taught during an eight week term, or in an online/hybrid format, were calculated based on the same total hours per course as the standard 15-week version.

Standard Classroom and Studio Course Hours

Course Credits per Term	Scheduled Weekly Class/Studio Hours	Non Class/Studio Hours	Additional Hour	Course Hours per Week	Course Hours* per Term
3	3	3.75	1	7.75	116.25
4	4	5	1	10	150.00
1.5	3	1.88	1	5.88	88.13
3	4	3.75	1	8.75	131.25
3	4.5	3.75	1	9.25	138.75
3	6	3.75	1	10.75	161.25

*(116.25 hours x four 3-credit courses)/15 week session = an average of 31 hours per week.

In addition, the University added any additional hours required by the school, program, or division that related to the course taught.

Non-Standard Classroom and Studio Course Hours

- **Low Residency Courses (MFA and PhD)**
 - Hours taught include hours during the low residency plus additional hours per semester of post-residency.
- **Special Considerations for Independent Studies and Low-Enrolled Courses**
 - Independent studies enrolling one to six students are allocated hours based on an equivalency of a class of ten independent study students or the work of a standard three-credit course.
 - Low enrolled courses of seven to twelve students receive the same number of hours as a fully enrolled course.
- **Capstone Courses**
 - Capstone courses include the six-credit practicum at GSOE, clinical supervision at GSASS, and the MFA studio seminar course.
 - Capstone courses were credited with the same number of non-class/non-studio hours as three-credit courses.

Non-Instructional

- Hours worked for assigned non-instructional work are calculated based on hours worked for assignments such as advising, curriculum development, supervision, and portfolio review, as determined by Lesley.