COLLECTIVE BARGAINING AGREEMENT

USNH Board of Trustees
University of New Hampshire

&

University of New Hampshire Law Faculty Union - NEA

July 1, 2016 - June 30, 2020
# Table of Contents

Preamble

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>Recognition</td>
<td>1</td>
</tr>
<tr>
<td>Article 2</td>
<td>Definitions</td>
<td>1</td>
</tr>
<tr>
<td>Article 3</td>
<td>Non-Discrimination</td>
<td>2</td>
</tr>
<tr>
<td>Article 4</td>
<td>Academic Freedom</td>
<td>2</td>
</tr>
<tr>
<td>Article 5</td>
<td>Management Rights</td>
<td>3</td>
</tr>
<tr>
<td>Article 6</td>
<td>Faculty Rights</td>
<td>4</td>
</tr>
<tr>
<td>Article 7</td>
<td>Personnel Files</td>
<td>6</td>
</tr>
<tr>
<td>Article 8</td>
<td>Appointments</td>
<td>7</td>
</tr>
<tr>
<td>Article 9</td>
<td>Workload</td>
<td>9</td>
</tr>
<tr>
<td>Article 10</td>
<td>Consulting and Conflict of Interest</td>
<td>15</td>
</tr>
<tr>
<td>Article 11</td>
<td>Annual Performance Review</td>
<td>18</td>
</tr>
<tr>
<td>Article 12</td>
<td>Tenure and Tenure Track: Promotion Criteria and Process</td>
<td>19</td>
</tr>
<tr>
<td>Article 13</td>
<td>Clinical Faculty and Program Directors: Promotion Criteria and Process</td>
<td>30</td>
</tr>
<tr>
<td>Article 14</td>
<td>Lecturers: Promotion Criteria and Process</td>
<td>30</td>
</tr>
<tr>
<td>Article 15</td>
<td>Post-Tenure and Security Review Process</td>
<td>31</td>
</tr>
<tr>
<td>Article 16</td>
<td>Salary</td>
<td>35</td>
</tr>
<tr>
<td>Article 17</td>
<td>Benefits</td>
<td>38</td>
</tr>
<tr>
<td>Article 18</td>
<td>Leaves of Absence</td>
<td>42</td>
</tr>
<tr>
<td>Article 19</td>
<td>Termination of Employment</td>
<td>45</td>
</tr>
<tr>
<td>Article 20</td>
<td>Grievance and Arbitration</td>
<td>50</td>
</tr>
<tr>
<td>Article</td>
<td>Section</td>
<td>Page</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Article 21</td>
<td>Dues Deduction</td>
<td>55</td>
</tr>
<tr>
<td>Article 22</td>
<td>Meet and Discuss</td>
<td>55</td>
</tr>
<tr>
<td>Article 23</td>
<td>No Strike or Lock Out</td>
<td>56</td>
</tr>
<tr>
<td>Article 24</td>
<td>Waiver</td>
<td>56</td>
</tr>
<tr>
<td>Article 25</td>
<td>Savings</td>
<td>56</td>
</tr>
<tr>
<td>Article 26</td>
<td>Entire Agreement</td>
<td>57</td>
</tr>
<tr>
<td>Article 27</td>
<td>Duration</td>
<td>57</td>
</tr>
<tr>
<td>Appendix A</td>
<td></td>
<td>58</td>
</tr>
<tr>
<td>Appendix B</td>
<td></td>
<td>60</td>
</tr>
<tr>
<td>Signature Page</td>
<td></td>
<td>61</td>
</tr>
</tbody>
</table>
PREAMBLE

This Collective Bargaining Agreement (CBA) among the University System of New Hampshire (USNH) Board of Trustees, the University of New Hampshire (UNH), and the Association (NEA) is intended to align fully, where applicable, with the accreditation standards of the American Bar Association (ABA). In the event that there is conflict between the two the parties shall meet to amend the CBA to the required ABA standards and to address the impact, if any, on the unit’s working conditions. The parties agree that compliance with the ABA accreditation standards is vital to the operations of the Law School and the employment of bargaining unit members under this agreement.

Members of the bargaining unit are subject to all USNH and UNH policies, whether or not referenced herein, except to the extent that any such policy conflicts with the CBA, in which case the CBA shall supersede USNH/UNH policy. At least thirty (30) calendar days prior to the implementation of any updates of such policies, the Association shall be provided with copies of the proposed updates. If the Association asserts prior to implementation that such policies are in violation or in potential violation of the provisions of the CBA, then the parties shall within fifteen (15) calendar days of such assertion agree on a time to meet to discuss and negotiate any updates. If the parties fail to agree on a resolution of the issue(s) within forty-five (45) calendar days, the University may elect to implement the proposed changes. After such implementation, the Association may choose to grieve the implementation if it contends that the rule conflicts with a provision of this CBA.

Article 1
RECOGNITION

1.1 The USNH Board of Trustees (USNH) hereby recognizes the UNH Law Faculty Union as the Exclusive Bargaining Representative of a Bargaining Unit consisting of the following positions as recognized by the PELRB in Case # E-0166-1, and as modified by mutual agreement of the parties:

1.1.1 All full-time tenure/tenure track, clinical (alternative security), and contract faculty, including Professor of Legal Research and Intellectual Property Librarian, Associate Professor of Legal Research and Reference and Electronic Resources Librarian, Associate Professor of Legal Skills and Director of Academic Success, and full-time Lecturers.

1.1.2 EXCLUDED: Dean (and Interim Dean), Executive Director-Rudman Center, Associate Dean, Law Library Director, Assistant Dean of Career Services, Visiting Faculty, Adjunct Faculty, Emeritus Faculty.

Article 2
DEFINITIONS

2.1 "USNH" shall be defined as the University System of New Hampshire, including the Board of Trustees and the Office of the Chancellor.
2.2 “University” and “UNH” shall be defined as the Administration of the University of New Hampshire, including the President and other administrative officers.

2.3 “Association” means UNH Law Faculty Union.

2.4 “Administration” is defined as the professional management of UNH that includes the President, the Provost, Vice Presidents, Vice-Provosts, Deans, Associate Deans, and others including, but not limited to, Directors and Assistant Directors.

2.5 "Dean" means the Dean of the Law School and his/her designees, including the Associate Dean.

2.6 "Past Practice" is defined as a consistently applied policy or procedure that is recognized by both Parties and has been in place since January 1, 2014 (the date the Law School was legally integrated into the University).

Article 3
NON-DISCRIMINATION

3.1 Bargaining Unit Members shall not be discriminated against on the basis of, including but not limited to: sex; race; ethnicity; age; religion; color; marital status; sexual orientation; gender identity or expression; political affiliation, political belief, or lawful political activity; veteran's status; disability; national origin; citizenship; and membership or non-membership in the Association, or involvement in the Association activities, as long as any such status or activity is lawful.

3.2 Nothing in this article shall preclude UNH from complying with legal requirements for verifying employee authorization to work in the United States or to undertake other activities that are specifically permitted to employers by state or federal anti-discrimination laws.

Article 4
ACADEMIC FREEDOM

4.1 Academic freedom is an essential tenet of the University. As members of the UNH faculty, Law Faculty in all ranks are subject to the principles of academic freedom and its full protections.

4.2 The Board of Trustees, the University, and the Association recognize the importance of academic freedom to an institution of higher education and agree to abide by the principles of academic freedom and its protections as described in the American Bar Association Statement on Academic Freedom and Tenure, which cites as its basis the American Association of University Professors' 1940 Statement of Principles on Academic Freedom and Tenure, as updated from time to time.
4.3 The principles of academic freedom and freedom of inquiry include freedom of expression in both traditional print and emerging electronic media such as, but not limited to, the creation of digital works and web sites and to instruction in all formats, including e-courses.

4.4 The parties agree that grievances involving alleged violations of this Article that are pursued to arbitration will only be heard by arbitrators with sufficient experience in higher education to appreciate its unique qualities, especially including the role of academic freedom in the academy.

4.5 The selection of and representation in clinical cases by faculty members is subject to the principles of academic freedom.

Article 5

MANAGEMENT RIGHTS

5.1 All the rights and responsibilities of the USNH Board of Trustees which have not been specifically limited in this Agreement or limited by law shall be retained in the sole discretion of the USNH Board of Trustees or as delegated to the University System and to the University, including the academic governance structure. Except as modified by this Agreement, by NH RSA 273-A and common law: or by provisions of the ABA standards, such rights and responsibilities shall include but shall not be limited to:

5.1.1 The right to direct Bargaining Unit Members; to determine criteria in hiring and promotion; to determine standards for work; and to hire and evaluate unit members, in accordance with other relevant provisions of this agreement;

5.1.2 The right to take such action within the limits of this Agreement as is necessary to maintain the efficacy of the University's operation;

5.1.3 The right to determine the means, methods, budgetary and financial procedures, and personnel by which University operations are to be conducted;

5.1.4 In accordance with the academic governance structure, the right to determine the curriculum, programs, degrees, and courses to be offered;

5.1.5 The right to take such actions as may be necessary to carry out the mission of the University in case of emergencies, provided that the University shall subsequently and in timely fashion negotiate the effects of such action on the terms and conditions of employment of Bargaining Unit Members;

5.1.6 The right to make rules, regulations, and policies that do not conflict with the provisions of this Agreement;

5.1.7 The understanding that the exercise of any management right or function in a particular manner shall not preclude exercising the same in any other manner which does not expressly violate a provision of this Agreement or Past Practice.
5.2 The application of such management rights shall be subject to the provisions of the Grievance Article only to the extent it is alleged that such application has violated a specific provision of this Agreement.

5.3 Nothing in the Agreement shall be construed to limit the right of administrative personnel with faculty status to perform instructional duties.

Article 6
FACULTY RIGHTS

6.1 Every bargaining unit member has full academic freedom and the following general rights:

6.1.1 Academic titles, both Classified and Operational, in accord with Article 8.

6.1.2 Within the limits of availability of space, a private office or other appropriate workspace.

6.1.3 Participation in any faculty retreats.

6.2 Every bargaining unit member has a meaningful role in institutional governance as set forth in ABA Standard 2011,

6.3 Assignment of Faculty Offices: This provision describes the process that the Dean or the Dean’s designee shall follow to assign office space to certain full-time faculty members as set forth below. Once an office is assigned to a faculty member to whom this provision applies as defined in 6.3.1, the faculty member shall not be required to move except as specified in 6.3.4 or at the faculty member’s election under 6.3.3. The office space seniority system applies only to general-purpose faculty offices that are deemed available for allocation under this article by the Dean.

6.3.1 Applicability and Seniority. The office space seniority system applies to tenured, tenure track, alternative security, or alternative security track faculty and long-term (three years or more) full-time contract faculty who are not otherwise excluded by paragraph 6.3.4.

6.3.1.1 Seniority is counted from the earliest date of full-time employment on the tenure track or on the alternative-security track and from the beginning of the third year of full-time employment for contract faculty, so long as full-time employment has since been continuous.

1 201(a) The dean and the faculty shall have the primary responsibility and authority for planning, implementing, and administering the program of legal education of the law school, including curriculum, methods of instruction and evaluation, admissions policies and procedures, and academic standards.

201(b) The dean and the faculty shall recommend the selection, retention, promotion, and tenure (or granting of security of position) of members of the faculty.
6.3.1.2. Tenured, tenure-track, alternatively-secured, and alternative-security track faculty joining the law school from other academic institutions will be credited for the duration of their continuous full-time employment at any other law school from the earliest date that they have held such status at another school.

6.3.2 Special Appointments and Recruitment. The Dean may reserve particular office(s) for the holder of special appointment(s), including but not limited to any named professorship. Further, the Dean may suspend this seniority process if necessary to complete a high priority recruitment.

6.3.3 Office Assignment Process. When office space is available to be assigned under this seniority system, the Dean or the Dean’s designee will begin with the most senior faculty member and ask, in order of seniority as defined in 5.3.1 above whether s/he wants to move to any available office. If the answer is no, the next professor in order of seniority is asked. If the answer is yes, the office is removed and the newly available office is added to the list. The process is repeated until all available offices have been offered to the faculty on the seniority list.

6.3.4 Exclusions. This policy is inapplicable to:

6.3.4.1. Any faculty member whose office space is taken or remodeled for purposes other than faculty office use (e.g., re-allocated to staff or students). In the event of such displacement, the faculty member will be assigned office space that is otherwise available. There are no bumping rights.

6.3.4.2. Any faculty member assigned to a particular program or building space. Office for librarians, clinicians, skills instructors (J.D. and graduate), and others whose teaching responsibilities are tied to particular programs or spaces (including, e.g., academic success and legal residencies) are assigned by the Dean in consultation with the program director.

6.3.4.3. Short-term contract (less than three years) and Visitors. These faculty are assigned and may be reassigned available office space at the discretion of the Dean.

6.4 No decision or action affecting a bargaining unit member may be made in an arbitrary or capricious manner. No discipline or discharge may be made without just cause.

6.5 The University and bargaining unit members will make every effort to maintain a professional academic environment that is free of intimidation and harassment of members of the University community. In the case of sexual or other discriminatory harassment, the requirements of federal or New Hampshire state law shall be the only determinants of the proper definition and extent of the term “harassment”, and the UNH Discrimination and Discriminatory Harassment and Consensual Amorous Relationships policies shall otherwise govern.
6.6 Bargaining unit members will have access to appropriate University supplies and property for the express purpose of conducting University business.

Article 7
PERSONNEL FILES

7.1 The University shall maintain an official Personnel File for each member of the bargaining unit. The University and the Association understand the term Personnel File to mean the records of the employment relationship from application to termination. It does not contain documents that would normally be kept in Promotion and Tenure, Payroll, or Medical Files or other Employee Forms such as the I-9. It does contain letters of appointment, letters affirming promotion and tenure, evaluation letters and any documents potentially relevant to grievances or disciplinary action, except to the extent that such documents are not in final form, or are otherwise excluded from the definition of "Personnel File" under New Hampshire state law and regulations promulgated thereunder. This file shall contain any material that has or may be used to support any personnel action. Documents that make up the file may be stored in multiple locations, provided that there is one "formal" Personnel File that contains all of the information noted above.

7.2 A faculty member shall have full access to all materials in his/her official Personnel File. Requests shall be made in writing to UNH Human Resources, and the faculty member shall be promptly furnished with copies of any Personnel File content.

7.3 Any material in the official Personnel File which the faculty member can demonstrate to the University's satisfaction or to the satisfaction of an arbitrator to be inaccurate or untrue shall be immediately removed, and all copies destroyed.

7.4 If a faculty member disagrees with any of the information contained in his/her Personnel File, and the faculty member and the University cannot agree upon removal or correction of such information, or if an arbitrator does not order the information removed, then the faculty member may submit a written statement rebutting or explaining any document contained therein together with evidence supporting such version. Such statement shall be attached to the item, be maintained as part of the Personnel File, shall be included in any transmittal of the file to a third party, and shall be included in any disclosure of the contested information made to a third party.

7.5 Personnel files shall not contain any anonymous correspondence. Unsolicited letters may be included in the files if a copy is sent to the faculty member in question, providing the documents have relevance and are signed by the author subject to the limitations noted above.

7.6 Personnel files shall be maintained in the confidential custody of the University, and the University shall employ all reasonable measures to prevent unauthorized access.

7.7 Access to a faculty member's official Personnel File is limited to the faculty member, the representative expressly authorized by the faculty member, and University System authorized representatives, unless otherwise provided by law.
Article 8
APPOINTMENTS

8.1 A law faculty member is classified in one of the following faculty types. Appendix A illustrates the types, classified titles, and related appointment information for law faculty included in the bargaining unit.

8.2 Tenured

8.2.1 Tenured faculty members are those who have achieved tenured status in accordance with this Article, were appointed with tenure, or who achieved tenure prior to its adoption. Tenured faculty serve an annual nine-month term and are eligible for summer pay.²

8.2.2 Tenured faculty members are normally appointed as Professors of Law.

8.3 Tenure-track

8.3.1 Tenure-track faculty members are appointed as Assistant Professors of Law for the term of their initial contract.

8.3.2 Tenure-track faculty members are those who have been appointed under initial contract(s) or retained with a contract following a third-year review and who are expected to achieve tenure under this Article. Tenure-track faculty serve an annual nine-month term, subject to their contract termination date and are eligible for summer pay, unless otherwise specified in their contract.³

8.3.3 Tenure-track faculty who have been retained after their third-year review will normally be appointed as Associate Professors.

8.4 Clinical⁴

8.4.1 There are two overarching categories of clinical faculty; those who teach and direct clinics and those who direct other programs essential to the school's program of legal education.

8.4.2 Clinical faculty who teach and direct the clinic for which they are hired are appointed on an annual, 12-month term. If a clinic is eliminated, the clinical faculty position associated with it will be eliminated, and the faculty member's employment will normally be terminated in accord with Article 19: Termination.

8.4.2.1 Upon promotion to presumptively renewable contracts (“alternative security”), clinical professors are appointed Clinical Professor of Law.

² An exception is the Director of the Law Library, whose tenured or tenure track appointment has a 12-month term and whose position is not in the bargaining unit.
³ Same as footnote #1.
⁴ Equivalent to ABA Standard 405(c)
8.4.3 Clinical-track faculty members are appointed as Clinical Assistant Professors of Law for the term of their initial contract.

8.4.4 Clinical track faculty members are those who have been appointed on initial contract(s) or retained on a contract following a third-year review and who are anticipated to achieve clinical faculty status under this Article within six years of initial hire.

8.4.5 Clinical-track faculty who have been retained after their third-year review will normally be appointed as Clinical Associate Professors.

8.4.6 Program directors are committed to teach and direct the program for which they were hired for an annual 9-month term. If the Dean determines that the academic program requires the director to serve twelve months of the year, then the position shall be so configured and compensated.

8.4.6.1 A program director is hired on initial contract(s) or retained on contract following a third-year review. Program directors are anticipated to achieve a presumptively renewable contract, according to the process and criteria below within six years of hire.

8.4.6.2 Upon initial appointment, program directors are appointed as Clinical Assistant Professors of Law and Program Directors for the term of their initial contract. After retention, program directors are appointed as Clinical Associate Professors of Law and Program Directors.

8.4.6.3 Upon promotion to presumptively renewable contracts, program directors are appointed as Clinical Professor of Law and Program Director.

8.4.6.4 Programs led by positions within this classification’s definition include; Legal Residencies and Legal Writing.

8.5 Lecturer

8.5.1 A Lecturer is a faculty member who has been hired on a one- to five-year renewable contract for teaching and duties stipulated by the contract. Lecturers serve 9-month terms.

8.5.2 Lecturers are appointed as Lecturers for their first contract term. Upon entering sequential contracts for seven years of continuous service, a Lecturer is eligible for consideration to be promoted to Senior Lecturer. Upon entering sequential contracts for an additional six years of continuous service, a Senior Lecturer is eligible for consideration to be promoted to Principal Lecturer.

8.5.3 After the initial appointment, the appointment term will normally be three years for Senior Lecturers and five years for Principal Lecturers.
8.6 Reserved Right to Hire

8.6.1 In the Dean or Dean’s designee’s sole discretion, the law school may employ other faculty, such as adjuncts, visitors, or emeriti faculty.

8.7 National Search Required

8.7.1 To fill a non-Lecturer faculty position, except in the case of rank promotion from within, the faculty classifications defined above require a national search. Lecturer positions require at least a regional search. (The search requirement may be waived to fill a one-year term non-renewable position.)

8.7.2 No position requiring a national or regional search may be filled without a meeting of the faculty with the finalists or candidate after which the faculty may advise the Dean.

8.8 Transitional Considerations

8.8.1 In cases where a current faculty member’s appointment type and terms do not match the above, that faculty member will be grandfathered into his or her current status. The agreements on grandfathering are codified in a side letter and appended matrix dated August 28, 2017 between the University and the Association.

8.8.2 This CBA supersedes all aspects of the Law School "Faculty Appointments, Rights, and Responsibilities" (FARR) related to the terms and conditions of employment covered herein. Aspects of FARR that deal with governance matters will be reviewed according to existing faculty governance protocols and incorporated into the School's By-Laws no later than twelve months from the date of ratification of this Agreement.

Article 9
WORKLOAD

9.1 Workload Policy

9.1.1 Faculty workloads are determined by the University and shall take into account teaching, scholarship, and service as those terms are defined in Article 8: Appointments.

9.1.2 Faculty members can be most effective if there is reasonable flexibility in determining the manner in which they carry out their responsibilities. At the same time, the Dean must have the ability to manage and adjust to curricular and enrollment trends.

9.1.3 These guidelines for determining annual faculty workloads are and will be designed to recognize and acknowledge individual faculty interests and strengths, to maintain an equivalent set of workload expectations across the school, and to support an assignment process that is transparent, mutually accountable, and fiscally responsible.

5 A member of the law school faculty as of the date of ratification of this agreement.
9.1.4 The Dean assigns individual workload consistent with the University policy that defines a full workload for faculty in terms of eight “units” of work per academic-year appointment period. Fiscal-year appointees are expected to undertake two units of work during the summer term (See Appendix B).

9.1.5 Academic-year faculty not performing eight units of work per annual appointment period, to whom the University has offered at least eight units of work per annual performance period (or ten units for fiscal year faculty), may be reduced to no less than 75% of FTE provided the faculty member receives notice of such reduction and the reasons therefor by March 1 for an adjustment that begins on July 1 of the same year.

9.1.6 Quality teaching is expected of all faculty, regardless of rank or secure status.

9.2 Definitions

9.2.1 "Scholarship" means substantial full length heavily sourced law review articles, or books or book chapters of comparable rigor. Scholarship includes articles, books, or book chapters that:
- Advances understanding of the law, legal profession, or legal education in a way that furthers the improvement of teaching and learning in law school;
- Addresses the needs of underserved communities;
- Aids lawyers, policymakers, and judges in the practice and making of law; or
- Represent a like contribution that is multidisciplinary.

9.2.1.1 Notwithstanding the above, the definition of "scholarship" for faculty tenured as of July 1, 2017 will be consistent with Past Practice through June 30, 2020.

9.2.2 “Service” means (1) participation in governance of the program of legal education and (2) contributions to the law school, university, the legal academy and profession, and the public as more fully set forth below:
- Participation in the governance of the program of legal education includes serving on standing committees, ad hoc committees (such as accreditation self-study committees or strategic planning activities), and other shared governance activities of the law school;
- Service to the law school and university community may include advising students/student organizations, conducting legal residency field visits, participating in bar preparation programming, attending admissions events, advising joint degree students, and otherwise serving on Faculty Senate and/or university committees;
- Service to the legal academy or profession may include holding leadership positions in academic or professional organizations such as the AALS, ABA, SALT, CLEA, ALWD, LWI, AIPLA, LES, AALL, LLNE, or similar organizations; serving on editorial boards or as journal reviewers; and serving on state, national, or international boards, commissions, review panels, etc.;
- Public service and outreach may include serving the community at large in a professional capacity, enhancing the stature of the school and university while
making contributions to the work of agencies and organizations. Public service and outreach may involve public speaking, such as for continuing legal education programs or working with non-governmental or governmental groups. Activities may also involve working with national, state, or local communities in support of the University’s land-, sea-, or space-grant or other public service missions, and may require the candidate's expertise in assessing problems, assuring the delivery of services, developing policies, and planning, implementing, or evaluating the effectiveness of programs.

9.2.3 “Minimum enrollment” for a course means the number of students necessary to offer the course from financial and/or pedagogical perspectives, as determined by the Dean with input from the faculty member at the time of assigning the course.

9.2.4 "Enrollment cap" means the maximum number of students that may be enrolled in a course. The Dean with input from the faculty member may set an enrollment cap on a course to recognize writing or skills intensity or other relevant features of the course.

9.3 Workload for Tenure Track and Tenured Faculty (See Appendix B)

9.3.1 All tenure track and tenured faculty in the Law School are expected to be actively involved in teaching, scholarship, and service.

9.3.2 Faculty typically teach four to six teaching units per year, divided equally among semesters, where possible. The assigned number of teaching units in any given year is dependent on the faculty member’s overall productivity, responsibilities, and expected contributions to scholarship and service. Those who carry four teaching units will typically also carry two units of scholarship and two units of governance/service per year.

9.3.3 For untenured, tenure track faculty, the teaching workload for the probationary period prior to consideration for tenure will be a maximum of 4 teaching units per academic year. This will be reviewed at the end of each academic year as part of the faculty annual reviews and modified if deemed appropriate. Teaching workload modifications due to other administrative responsibilities will be determined by the Dean.

9.3.4 Tenured professor teaching workloads will normally be 4 to 6 teaching units per academic year. Performance expectations for tenured faculty include a continuous record of quality teaching, a sustained record of scholarly productivity, and service contributions commensurate with senior faculty status. The Dean will assign teaching loads following an assessment of faculty annual reviews, plus the most recent post-tenure review.

9.3.4.1 Professors who have maintained scholarly productivity and service contributions commensurate with senior status faculty will typically be assigned 4 teaching units per year. Professors who have not maintained scholarly productivity and service contributions commensurate with senior status faculty will normally be assigned 5 to 6 teaching units per year or comparable service units following assessment by the Dean.
9.4 Workload for Clinic Directors and Program Directors (See Appendix B)

9.4.1 Clinic Directors and Program Directors are non-tenure track faculty with primary duties in the area of clinical instruction, or a continuing obligation to direct and teach in a skills-based program essential to the program of legal education, where the leadership carries with it substantial administrative responsibility to coordinate faculty, curriculum, and external stakeholders.

9.4.2 Clinical teaching entails teaching clinic or skills-oriented law courses; workshops; or conducting training programs internally or externally for students or others in the Clinic Directors or Program Director’s member’s area of expertise.

9.4.3 The categories of units are detailed below:

9.4.3.1 Clinical and skills teaching activities include, but are not limited to, teaching in the faculty members’ clinic or program or courses related to the subject matter of the clinic direct supervision of students enrolled in clinics or enrolled in programs in on-or off-campus settings; direct or indirect supervision of students; and administration of clinical programs, including maintaining positive relationships with the courts, the bar, and other related stakeholders. Clinic Director or Program Director positions may also include the following activities:

9.4.3.1.1 Live Client Clinics
- Supervising students by observation of student clinical performance; supervisory meetings with students; review and documentation of student performance; and evaluation of student learning outcomes
- Leading professional and competent case and client management
- Maintaining professional competency/continued certification or licensure required for teaching/supervision included in workload

9.4.3.1.2 Legal Residency Program
- Meeting, mentoring, supervising, or advising students during residency placements; consulting with field supervisors for student internship performance
- Establishing professional relationships with the residency site, including development of learning outcomes for the student experience, three way agreements that articulate the requirements of the clinical site, supervisor, and student; placing students in the setting; facilitating field supervisor development
- Maintaining professional competency/continued certification or licensure required for teaching/supervision included in workload
- Working with the Associate Dean to maintain accreditation records and related documentation

9.4.3.1.3 Other Legal Skills Program Directors (Legal Writing, Daniel Webster Scholar Program, Patent Practice Program)
- Establishing, assessing, and adjusting program learning outcomes and curriculum, with the advice and input of faculty teaching in the program, so that students are well-prepared for the practice of law
- Observing, assessing, and providing annual feedback to faculty teaching in the program, regardless of classification, to ensure that the program’s learning outcomes are achieved
- Making recommendations to the Dean regarding renewal of lecturer contracts
- Advising and counseling students with respect to the program’s substantive content and/or resolving programmatic issues with the assistance of the Assistant Dean of Students and/or Associate Dean
- Maintaining positive relationships with all program stakeholders
- Making recommendation for program improvements to the appropriate governance committee and the dean’s office.

9.5 Workload for Lecturer Librarians (See Appendix B)

9.5.1 Librarians have three areas of principal responsibilities, as follows:

9.5.1.1 Professional practice includes activities related to collections and resources, administration and professional development, information technology, assigned research, scholarship and research support for other faculty, and public service.

9.5.1.2 Teaching, including legal research and information literacy curriculum development,

9.5.1.3 Service relevant to the Librarian role as defined in 9.2.2

9.6 Workload for Lecturers (non Librarian) (See Appendix B)

9.6.1 Lecturers are responsible for teaching and any other duties defined by contract. The two categories of units for Lecturer faculty are teaching and service.

9.6.2 Lecturers who teach legal writing, graduate skills and/or related courses must provide a large amount of individualized feedback to students. Therefore, the number of teaching units for legal writing and graduate skills faculty is based on the number of students enrolled in their sections per year.

9.6.3 The Dean assigns teaching units and duties to Lecturer Faculty.

9.6.3.1 Teaching activities include all in- and out-of-classroom activities necessary to prepare and deliver a course, and to support and assess students in achieving the defined learning outcomes for the course.

9.6.3.2 Service activities relevant to the role of Lecturer and as defined in 9.2.2 will typically account for two units of service.
9.7 Workload for Director of Academic Success (10 Units)

9.7.1 The workload for this position will be consistent with the job description. The teaching component is limited to two courses per academic year.

9.8 Teaching Assignments

9.8.1 In making faculty teaching assignments, the Dean shall place the highest priority on curricular needs, but shall also take into account the experience, skills, and scholarship of individual faculty, the need to fairly balance workload, and the extra effort involved in new course preparation and online teaching.

9.8.2 A scheduled course that does not run due to lack of enrollment will not lead to a negative adjustment to compensation for the affected bargaining unit member, nor will the bargaining unit member have an obligation to teach an additional course in a later term to make up for the cancellation. The bargaining unit member may be required to take on another course, additional service or scholarship, or other similar activities during the semester of the canceled course equal to one unit of work.

9.9 Limitations on Use of Adjuncts

9.9.1 Except in exceptional circumstances, as determined by the Associate Dean, no adjunct will teach more than one course per semester.

9.9.2 Except in exceptional circumstances, as determined by the Associate Dean, no adjunct will teach more than two courses during any year unless the adjunct is teaching in online programs.

9.9.3 Bargaining unit members will be given preference over adjuncts in all teaching assignments when bargaining unit members are qualified to teach the course as determined by the Associate Dean.

9.9.4 All 1L courses, JD required courses, and bar courses will be taught by Bargaining Unit Members, unless the course does not fit with any Bargaining Unit Member’s experience and skills.
Article 10
CONSULTING AND CONFLICT OF INTEREST

10.1 General

10.1.1 Bargaining unit members are expected to be full-time faculty, as defined by governing American Bar Association accreditation and other guidelines. Nevertheless, faculty are encouraged to participate in professional activities as a means of improving not only their own competence and prestige, but the prestige of the University of New Hampshire as well.

10.1.2 While engaging in these activities, faculty members have the obligation to avoid ethical, legal, financial and other conflicts of interest to insure that their outside activities and interests do not conflict with their primary responsibilities at the institution. Faculty are subject to all relevant USNH/UNH policies such as the "UNH Conflict of Interest and Commitment Policy" and the "Intellectual Property Policy" as published in the USNH online policy manual. USNH/UNH policy will be in effect, except where it may be in direct conflict with this Agreement. The fact that UNH is a public institution must always be kept in mind.

10.2 Uncompensated Professional Activities of Full-Time Faculty

10.2.1 It is understood that faculty regularly engage in normally unpaid activities such as holding office in a scholarly or professional organization, editorial office or duties for a learned journal, writing books or articles, attendance at professional meetings, colloquia, symposia, site visits, and similar gatherings. These scholarly activities further the mission of the University by facilitating the development and dissemination of knowledge. Within reasonable limits, and consistent with workload assignments, faculty are encouraged to undertake such duties.

10.3 Compensated Professional Activities of Full-Time Faculty

10.3.1 To the extent that compensated professional activities (e.g. consulting, research, and/or service) involve the faculty members' professional expertise, further the status of their profession, and contribute to their own professional competence, these activities are also encouraged. However, all such activities should meet the criteria of balance, appropriateness, and, as stated above, avoidance of conflict of interest. All full-time faculty may engage in such compensated professional activities, subject to the following conditions:

10.3.1.1 The activities should sustain or improve his/her own professional prestige.

---

6 Current ABA guidance provides that a full-time faculty member "means an individual whose primary professional employment is with the law school, who is designated by the law school as a full-time faculty member, who devotes substantially all working time during the academic year to responsibilities described in Standard 404(a), and whose outside professional activities, other than those described in Standard 404(a), if any, do not unduly interfere with his or her responsibilities as a full-time faculty member."
10.3.1.2 The activities should be within the professional competence of the faculty member and in compliance with federal and state regulations.

10.3.1.3 The activities should conform to ABA Interpretation 402-2. ⑦

10.3.1.4 Before consultative activities take place, agreement between the Dean and faculty member will be reached that the activities satisfy 10.3.1.1 - 10.3.1.3 above. When required, the confidentiality of a client will be honored.

10.3.1.5 Before any ongoing relationship is undertaken, agreement between the Dean and faculty member will be reached that the relationship satisfies 10.3.1.1 – 10.3.1.3 above, and that the ongoing relationship will not unduly interfere with the faculty member's full-time commitment to teaching, research, and public service, availability to students, and participation in the governance of the law school, to the same extent expected of full-time faculty. Once the Dean has approved such an ongoing relationship, the faculty member need not consult with the Dean with respect to activities undertaken as part of the ongoing relationship. The faculty member is responsible to independently assure that any such activities avoid all conflicts as provided in this Article. Any on-going relationship with a law-firm or other business is subject to review by the Dean and faculty member every three years. If the Dean determines that the ongoing relationship no longer satisfies 10.3.1.1 – 10.3.1.3 above, or is unduly interfering with the responsibilities of the faculty member as full-time faculty, the Dean may require that the ongoing relationship be terminated. In this case, the faculty member will be permitted to continue the relationship for a period of time sufficient to end the relationship and to withdraw from any matters and representations in a manner consistent with any applicable federal, state, or court rules, and with any applicable rules of professional conduct.

10.3.1.6 Faculty members need not consult with the Dean as otherwise required by this Article for consulting work that: (a) is reasonably expected to be de minimus - not to exceed sixty (60) hours in any given academic term; or (b) takes place during an academic break or during an academic term in which the faculty member is not teaching. In such circumstances, faculty are responsible to independently assure that the consulting work avoids all conflicts as provided in this Article.

10.3.2 The faculty member is primarily responsible for avoiding conflict with either his/her campus obligations or USNH and UNH policies. If such activities are expected, on

⑦ "Regularly engaging in law practice or having an ongoing relationship with a law firm or other business creates a presumption that a faculty member is not a full-time faculty member under this Standard. This presumption may be rebutted if the law school is able to demonstrate that the individual has a full-time commitment to teaching, research, and public service, is available to students, and is able to participate in the governance of the law school to the same extent expected of full-time faculty."
average, to require more than the equivalent of one day a week in a given situation, arrangements shall be made with the Dean.

10.4 Use of University System Facilities, Supplies, Equipment, Services, Letterhead or Name

10.4.1 Faculty members shall not use University System facilities, supplies, materials, equipment or services for professional activities without first obtaining approval of the Dean and arranging for the payment of the total cost of such use. Such prior approval is not necessary, however, when the facilities, supplies, materials, equipment and services are generally available to University members upon the payment of an established fee and the fee is paid.

10.4.2 No faculty member shall use stationery or letterhead of the University System or campuses in connection with professional activities unless the use of such materials is approved by the Dean.

10.4.3 The name of the University System or the campuses may be used in connection with professional activities where necessary to identify the faculty member, but may not be used to imply that the University System or UNH officially supports, endorses, insures or guarantees the results of the professional activity. When the potential for confusion about official endorsement exists, an appropriate disclaimer should be used, such as "This report was written by _________________ in his/her private capacity. No official support or endorsement by the University System of New Hampshire or the University of New Hampshire Law School is intended or should be implied."

10.5 Goods or Services Personally Benefiting Faculty

10.5.1 Faculty members who would benefit financially from the supplying of goods or services to the University System by any prospective supplier may not participate in the decision process leading to the choice of supplier. Specifically, faculty members who have, or who reasonably anticipate having, either an ownership interest, a significant executive position in, or a consulting or other remunerative relationship with a prospective supplier may not participate in the recommendation of, drafting of specifications for, or the decision to purchase the goods or services involved. Faculty members who know that a member of their family (or any other person with whom they have a personal or financial relationship) has an ownership interest or a significant executive position in a prospective supplier are also disqualified from participating in the purchasing of goods and services. However, faculty members whose sole ownership interest in a potential supplier is held by a fiduciary (such as TIAA/CREF, a blind trust or mutual fund) that has the power to acquire or dispose of the interest without consultation with the faculty member are not disqualified from participation in the purchase decision.

10.5.2 When a faculty member is disqualified from participating in a procurement decision, the fact of the disqualification and the reason for it must be reported to others in the decision, to the extent that reporting the reason for disqualification would not violate any obligation of confidentiality.
10.6 Appropriation of Institutional Service or Business Opportunities

10.6.1 As part of its mission of public education, USNH becomes involved in activities that may be competitive in nature. In areas where USNH is providing goods or services that are also available outside USNH, faculty members are prohibited from appropriating business opportunities from USNH.

Article 11
ANNUAL PERFORMANCE REVIEW

11.1 An annual performance review of faculty is required by the ABA, and a consistently high level of performance by all members of the bargaining unit is crucial to the educational mission of the University. The performance review should provide candid, respectful, and objective feedback as part of a reflective professional development process.

11.1.1 Faculty performance will be assessed, consistent with assigned duties, on the quality of teaching, scholarship, (to the extent that the faculty member has a scholarship obligation) and service, as well as overall productivity and contributions to the Law School community. In addition, the quality of the bargaining unit member's performance of any administrative duties assigned to the member will be assessed.

11.1.2 In assessing faculty performance, student evaluations will be taken into consideration only with regard to the faculty member’s quality of education or professional conduct. Any instrument distributed to students for the evaluation of faculty must be approved by a vote of the faculty. The student evaluation period will be closed as of the start of exam period unless the faculty votes that it remain open during the exam period so that students may provide feedback on faculty summative assessments and exams.

11.1.3 If available and relevant, classroom observations, peer ratings, self-evaluations, learning outcome and assessment measures and teaching portfolio should be included in factors in considering a faculty member’s quality of education. Nothing in this paragraph permits any unannounced classroom observations by the Dean, the Dean’s designee, or any other agent of the Board or the University.

11.2 All members of the bargaining unit shall complete an annual report and self-assessment by March 15th of each academic year using the Faculty Annual Report (FAR) platform (tailored to the Law School) or such other mechanism as designated by the University. A current curriculum vitae should accompany the FAR.

11.3 Prior to commencement, the Dean of the Law School or designee will meet with each member of the bargaining unit to discuss his/her performance. The evaluation will be based on documentation relevant to the assessment areas detailed in 11.1.1.

11.4 By June 30th, the Dean or designee will provide a written review to the bargaining unit member. The written review shall convey an assessment of overall performance, including any necessity for improvement and growth, as well as any areas of excellence. The written review will
indicate clearly whether the faculty member is a) exceeding, b) meeting, or c) not meeting expectations, and the reasons therefore. In cases where expectations are not being met, specific steps to be taken toward improvement will be stated.

11.5 A copy of the review letter and the FAR, or alternative mechanism, will be placed in the bargaining unit member's personnel file. If the member so elects, he/she may submit a written rebuttal to the review which shall be included in the personnel file.

11.6 The results of performance reviews will inform decisions about merit pay and contract renewals as relevant. Any decision affecting appointments or assignments related to the review may be grievable, although no grievance may be brought merely to challenge the evaluative conclusions contained in the review.

---

**Article 12**

**TENURE AND TENURE TRACK: PROMOTION CRITERIA AND PROCESSES**

12.1 Criteria

12.1.1 Whether review is conducted for retention at the end of a tenure-track faculty member’s third year of employment or for tenure before the end of a tenure-track faculty member’s sixth year of employment, the following criteria shall apply to review of the tenure-track faculty member (“the candidate”). There are three criteria: (1) Teaching Effectiveness, (2) Scholarship, and (3) Service.

12.1.1.1 The review shall be conducted by the Review Committee (Committee), which shall be appointed by the Standing Committee.\(^8\)

12.1.2 Teaching Effectiveness

12.1.2.1 A candidate is required to illustrate skill and success in the following areas:

- Mastery of the subject matter including knowledge of recent developments in the field and the ability to establish the perspective of the material taught to the larger scheme of the law;
- Overall course and class organization and preparation, including rigorous assessments that promote student learning;
- Clarity of communication with students, including ability to constructively respond to questions in the classroom and in informal settings;
- Accessibility to students for purposes of supplementing the classroom teaching; and

---

\(^8\) The Standing Committee refers to the Law School’s governance committee, assigned by the Dean, responsible for oversight of the faculty promotion and tenure process.
Fair and professional treatment of students in all matters including especially classroom demeanor and grading.

12.1.2.2 Teaching effectiveness is evaluated based on the following sources of facts;

**Classroom Observations:** In a review for tenure, in each semester each member of the Committee should attend at least one full class taught by the candidate. One of the three members should attend successive classes in the same course. At least one member of the Committee should attend a class in each course taught during that semester by the candidate. In a retention review the observations should be as described in 12.2.6.1.

**Student Evaluations:** The Committee should review all student evaluations of the candidate for all courses taught at the School. The Committee’s analysis should take account both of student comments and of the numerical measures contained in student evaluations.

**Solicited Student Comments:** The Committee should solicit by e-mail comments from the entire student body relating to the faculty member. The Committee should take care to maintain the confidentiality of students who provide comments, but should disregard any comments offered anonymously except to the extent they describe an event capable of, and meriting, independent verification.

**Review of Course Materials:** The Committee should thoroughly review and read the syllabi used by the candidate, and should read and review the exam questions and other instruments created by the candidate for the purpose of grading students (e.g. rubrics, sample answers, etc.). Teaching and evaluation methods should be scrutinized for rigor and results. It is expected that teachers will have a coherent and fair standard for grading that complies with the academic rules.

**Analysis of the Candidate’s Case Statement:** The Committee should carefully review the candidate’s self-reflection on his or her teaching effectiveness and relate it to the facts and conclusions the Committee draws from review of the materials noted above.

12.1.3 Scholarship

12.1.3.1 Scholarship is defined in Article 9: Workload. For the purposes of a positive tenure recommendation, a candidate demonstrates successful engagement in scholarship and publication by completing at least three substantial, full-length, heavily sourced articles in law reviews; or two such articles and a book or book chapter of comparable rigor.

12.1.3.2 “Completed” means that the article has been substantially written while the candidate was employed full-time at an accredited law school and
that the article has been either published or accepted for publication and the candidate has received a binding, written commitment to publication from a publisher.

12.1.3.3 In addition to completing the scholarship work described above, for tenure, a candidate must show a commitment to scholarship (see Article 9: Workload).

12.1.4 Service

12.1.4.1 “Service” means (1) participation in governance of the program of legal education and (2) contributions to the law school, university, the legal academy/profession, and the public. (See Article 9: Workload).

12.1.4.2 The candidate should possess the ability to work cooperatively within a shared governance environment, including service on standing committees, ad hoc committees, student advising, student organization advising, or other projects as assigned by the dean or the dean’s designee. Cooperative and effective efforts require that faculty meet their obligations in a timely, complete, and competent manner. The candidate should also make meaningful contributions to the broader community. Sources of facts for evaluation will include:

**Solicited Comments from Colleagues and Staff:** The Committee should solicit comments regarding the criteria above from all faculty members and all staff who have worked with the candidate.

**Review of Governance Contributions:** The Committee should review any governance contributions such as accreditation reports, academic rule drafts, curricular analysis, or similar materials to determine whether they illustrate the criteria above.

**Solicited Comments from Students:** The Committee should solicit comments from students who have been advised or otherwise been exposed to the candidate’s governance roles, such as individual advisor, student group advisor, or other similar activity.

**Contributions to the Community:** A candidate’s service contributions include those to the university, public and the professional community. The precise nature of that contribution should be the responsibility of each candidate; but it is important that each candidate engage in some activity outside the academic program that relates to the Law School in a significant manner. A candidate’s contribution to the community should be assessed through review of service to the legal academy such as on ABA or AALS committees, service to the bar through participation in continuing legal education or other bar or bench initiatives, and involvement in activities that are designed to promote the rule of law. The Committee should solicit comments from colleagues who have served with the candidate on a particular committee, initiative, or other similar activity.
12.1.5 Sources of Facts

12.1.5.1 Nothing in this article shall preclude a tenure candidate, tenure committee, Dean, or the Provost’s Office from investigating or considering facts relevant to the tenure decision that are not specifically enumerated in this Article.

12.2 Third-Year Retention Review Process

12.2.1 Any tenure-track candidate will undergo a retention review in his or her third year of initial contracts. The purpose of this review is to assess the candidate’s progress and merit with respect to the tenure criteria and to specifically identify strengths and any areas requiring improvement.

12.2.2 The third-year review file shall become part of the candidate’s Promotion and Tenure File upon retention.

12.2.3 The Standing Committee shall appoint a Third-year Review Committee (Committee) by September 15 of the candidate’s fifth semester. The Committee shall include three faculty members, at least two of whom must be tenured, or have clinical security and comprise a range of faculty interests and expertise. The review shall commence no later than October 1 of the candidate’s third year of service. The candidate must complete and submit his or her review Case Statement to the committee by September 15.

12.2.4 The Case Statement must describe the candidate’s activities, future plans, challenges, and accomplishments during her/his time at the school, as relevant to the criteria for tenure and specifically addresses the areas below including the candidate’s potential for growth in each area.

12.2.4.1 The candidate should include the learning and teaching objectives, techniques for implementing those objectives, and student assessment tools for each course the faculty member has taught, a self-assessment of performance, and plans for the future.

12.2.4.2 The candidate should describe completed works and his or her scholarship agenda. The Case Statement should append copies of published articles and those submitted for publication but not yet accepted.

12.2.4.3 The candidate should include a list of all service activities, committees on which she/he has served, and any other significant governance activities in which she/he has engaged, as well as specifics as to how he or she has contributed to the law school, university, legal academy/profession, and the public. A self-assessment of performance, and plans for the future should also be included.

12.2.5 By March 15 of a tenure-track candidate’s third year, the faculty must vote for or against retention. If there is a vote for retention, a contract may be continued for no more than three years. Upon request of the Dean or the candidate, the retention
process may be accelerated but can occur no sooner than the end of the candidate’s first year.

12.2.6 The Committee shall evaluate the faculty member based on the tenure criteria in the following ways:

12.2.6.1 Observe at least one of the candidate’s classes in both semesters. In addition, at least one committee member must observe two sequential classes taught by the candidate in both semesters (As the review schedule for the winter/spring semester is compressed, class observations in that semester should be done as early as possible);

12.2.6.2 Review student evaluations and compare them to general student evaluation data;

12.2.6.3 Solicit emails regarding the candidate’s teaching effectiveness from student body;

12.2.6.4 Review the candidate’s syllabi and exams;

12.2.6.5 Solicit feedback from the faculty on the candidate’s participation in governance and other tenure criteria;

12.2.6.6 Identify the candidate’s contribution to the community (Note: At retention, may only be reviewing aspirations for community service);

12.2.6.7 Review scholarship (external review is not required, but is encouraged, for retention decisions - see process below); and

12.2.6.8 Analyze the candidate’s potential for growth in all areas of tenure criteria in a written report to the faculty.

12.2.7 Following completion of its work, the Committee shall provide the candidate with a copy of its written report. Within one week of the Committee sending the candidate the draft, the Committee shall meet with the candidate to discuss its findings and may identify areas of the candidate’s statement that should be expanded or clarified in light of the Committee’s draft report and factual findings.

12.2.8 After meeting with the Committee, the candidate may revise and expand the initial statement, as appropriate, in response to the findings of the Committee.

12.2.9 The Committee shall circulate to the faculty its retention report and the final Case Statement of the candidate under review at least 14 calendar days before a vote is scheduled.

12.2.10 The Committee’s written report to the faculty should comprehensively describe its findings as to the strengths and weaknesses of the faculty member under review for each tenure criterion. The written report should also address the candidate’s potential
for growth based on the criteria and the institution’s needs. The reports shall include:

12.2.10.1 A description of its procedures and of the basis for its findings.

12.2.10.2 A statement describing any significant positive comments or concerns about the candidate expressed by students, faculty, or staff, even if the Committee concludes that it does not, ultimately, share those viewpoints.

12.2.11 By March 15 of the academic year in which the request was made, the tenured and alternatively secured faculty shall meet to discuss and vote on the retention of the faculty member under review. Though the Dean and Associate Dean are tenured faculty members, they shall not participate in the faculty vote. A recommendation of retention means that fifty percent of the faculty eligible to vote agree that the Dean should retain the candidate.

12.3 Tenure Review Process

12.3.1 A candidate for tenure must make the request for tenure no earlier than the winter/spring semester of the fourth academic year and no later than the beginning of the winter/spring semester of the fifth year. The candidate initiates the process by submitting a Case Statement (see 12.3.7) to the Dean and the Chair of the Standing Committee, describing what the faculty member has done to meet the tenure standards and attaching the member’s scholarship. The statement should be submitted by February 1st in the year that the faculty member requests review for tenure.

12.3.2 The Standing Committee shall appoint a Review Committee (Committee) composed of three members of the faculty who are tenured, or who are clinical faculty/program directors with alternative security, and comprising a range of faculty interests and expertise. The Standing Committee will discuss the composition of the Committee with the candidate. The faculty member being reviewed may recommend one member of the Committee, and may note any concerns about others who might be appointed. The final decision about Committee membership shall be made by the Standing Committee.

12.3.3 The Committee must obtain three outside reviews of the faculty member’s scholarship. The process is as follows:

12.3.3.1 In the statement to the Committee, the candidate may suggest names of possible reviewers in appropriate fields of expertise with whom the candidate has no conflict of interest. The Committee is not compelled to engage the suggested reviewers. The Committee may engage outside reviewers who reviewed and commented on the faculty member’s work prior to acceptance for

---

9 If the candidate stands for promotion before the final year and is denied, the candidate may be considered again in the final year.
publication, provided the relationship with the candidate is specified in the reviewer’s letter.

12.3.3.2 After receiving the names of potential reviewers, a member of the Committee will contact the selected reviewers and ask if they are willing to assist.

12.3.3.3 The Committee will instruct reviewers to give their impressions about the article in regard to whether it is legally sound, whether appropriate sources were taken into account and properly identified, and whether the article meets acceptable standards of rigor and quality within the legal academy. The reviewers’ impressions shall be shared with the candidate. While further review shall not be part of the ordinary process, the Committee may ask for further review by the same or a second set of reviewers if there are questions about the scholarship raised by the first set of reviewers.

12.3.3.4 Because review of scholarship will take time, it is expected that the Committee will undertake steps to begin the process of contacting potential reviewers as soon as possible in the winter/spring semester, and should strive to have completed the process by the beginning of the fall semester.

12.3.4 Promotion and tenure material shall be maintained in an appropriate location determined by the University. Candidates, in the presence of the Dean, may have access to the non-evaluative promotion and tenure materials. In order to encourage participation and to assure candor, evaluations related to the promotion and tenure process are considered confidential and are not available to the candidate.

12.3.5 With respect to letters of recommendation and other personal evaluations of a candidate, each evaluation must be accompanied by a statement indicating whether an evaluation was invited or not invited, and if invited, what process was used to determine from whom an evaluation was requested, in what manner the evaluation was requested, and other facts pertinent to the invitations. Each evaluator must be identified.

12.3.6 Once during the promotion and tenure process, the candidate may request a summary of the confidential materials which will be prepared by a member of the faculty, other than the candidate, selected by the following procedure. The candidate will propose a list of at least three tenured faculty members and the Dean will choose one of them. This summary must include the names of authors of evaluations in the file. Only candidates shall be entitled to submit a rebuttal to the summary statement of confidential material. If a rebuttal is submitted, the summary upon which it is based becomes part of the promotion and tenure file. If the candidate does not submit a rebuttal, the summary does not become part of the promotion and tenure file.

12.3.7 The candidate must submit a tenure Case Statement that describes the candidate’s activities, future plans, challenges, and accomplishments during her/his time at the

---

10 All UNH faculty have a standing invitation to write letters and thus any such letters are considered invited.
school, as relevant to the criteria for tenure and specifically addresses the areas below including the candidate’s potential for growth in each area.

12.3.7.1 Teaching Effectiveness: The candidate should include the learning and teaching objectives, techniques for implementing those objectives, and student assessment tools for each course the candidate has taught, a self-assessment of performance, and plans for the future.

12.3.7.2 Scholarship: The candidate should describe completed works and his or her scholarship agenda. The statement should append copies of published scholarship and any submitted for publication but not yet accepted. The memorandum shall also include the names of faculty from other schools who may serve as external reviewers.

12.3.7.3 Service: The candidate should include a list of all committees on which she/he has served, and any other significant governance activities in which she/he has engaged, a self-assessment of performance, and plans for the future. The candidate may append significant written work that he or she has individually written. The candidate should also describe how he or she has contributed to the university, legal academy/profession, and the public, including listing specific committees, initiatives or other activities. The candidate may identify any persons in the community who can attest to the candidate’s achievements in this area.

12.3.8 Following completion of its work, the Committee shall provide the candidate with a copy of its written report. Within two weeks of the Committee sending the candidate the draft, the committee shall meet with the candidate to discuss its findings and may identify areas of the candidate’s statement that should be expanded or clarified in light of the Committee’s draft and factual findings.

12.3.9 After meeting with the Committee, the candidate may revise and expand the initial statement, as appropriate, in response to the findings of the Committee.

12.3.10 The Committee shall circulate to the faculty its report and the final statement of the candidate under review at least 14 days before a vote is scheduled.

12.3.11 The Committee’s written report to the faculty should comprehensively describe its findings as to the strengths and weaknesses of the faculty member under review for each tenure criterion. The written report should also address the candidate’s potential for growth based on the criteria and the institution’s needs. The reports shall include:

12.3.11.1 A description of its procedures and of the basis for its findings.

12.3.11.2 A statement describing any significant positive comments or concerns about the candidate expressed by students, faculty, or staff, even if the committee concludes that it does not, ultimately, share those viewpoints.
12.3.11.3 The Committee’s report and the candidate’s final tenure statement will ordinarily be submitted to the faculty by the beginning of the month of December in the academic year following the academic year in which the request was made.

12.3.12 The vote for tenure shall occur no later than December of the candidate’s sixth year of employment (except as noted in 12.3.21: Mandatory Tenure Decision). The tenured and secured faculty shall meet to discuss and vote on the tenure of the candidate under review. Though the Dean and Associate Dean are tenured faculty members, they shall not participate in the faculty vote. Tenure may be recommended only by a majority vote of the members of the faculty with tenure or clinical security who are eligible to vote.

12.3.13 Following the faculty vote, the Dean shall prepare his or her tenure statement for the Provost. The recommendation shall be transmitted, along with the complete tenure file, to the Provost’s Office by the date prescribed by that office.

12.3.14 The Dean’s recommendation should include the faculty vote tally, a summary of any discussion regarding the candidate’s suitability for tenure, and any other relevant information that the Dean chooses to include. The recommendation will conform to the requirements and format specified by the Provost’s Office.

12.3.15 If the Committee or Dean receives new information that directly bears on the tenure evaluation, such information must be documented and submitted to all preceding levels in the process and the candidate must be informed. A candidate’s access to this new information will be on the same basis as that provided for other information in the file. Unless a review is requested (see X.3.19), no new information will be accepted after the Dean transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.

12.3.16 The Provost shall evaluate all cases. If the Provost is likely to issue a negative recommendation concerning tenure, then he or she shall consult with each of those among the following who may have recommended positively: the Committee and the Dean. If the Provost is likely to issue a positive recommendation concerning tenure, there shall be a prior consultation with either of these parties that may have recommended negatively.

12.3.17 The recommendation of the Provost, with all documentation, shall be presented to the President. The President’s recommendation shall be presented to the Educational Excellence Committee of the Board of Trustees, with all documentation. If the President’s recommendation seems likely to differ from that of the Provost, the President will consult with the Provost before making a final decision. The Provost shall notify the Dean, who shall notify the candidate.

12.3.18 The Board of Trustees shall take action as it deems appropriate, upon the recommendation of its Educational Excellence Committee.

12.3.19 The Dean shall keep the candidate informed of the recommendations of the faculty, the Dean, and the Provost. The Dean shall provide the candidate with the reasons for a
negative recommendation at any step in the process. If the Provost will not recommend tenure for the candidate, the Dean shall notify the candidate of that decision and make the candidate aware that he or she may request review of the case as specified below.

12.3.19.1 If the Committee, voting Faculty, or Dean, makes a negative recommendation then the request for review should be directed to the Dean. The Dean shall then designate an appropriate Review Panel, which shall include university faculty with an expertise in law and only one law faculty member with tenure or alternative security. On the basis of the case presented by the candidate, the Review Panel shall decide if a review is justified.

12.3.19.2 If the Review Panel decides the review is justified, it shall consider all promotion and tenure materials in the case, including any materials received subsequent to the initial evaluation of the case. The Review Panel shall have access to all previous recommendations made by the parties who considered the case.

12.3.19.3 After completing its review, the Review Panel shall promptly submit its recommendation to the Dean.

12.3.19.4 The recommendations of the Review Panel and the Dean, as well as any new materials in the case, shall be submitted by the Dean to the Provost and Vice President for Academic Affairs. No new information will be accepted after the Dean transmits the Promotion and Tenure Statement to the Provost and Vice President for Academic Affairs.

12.3.19.5 If a negative recommendation was made by the Provost and Vice President for Academic Affairs after initial recommendations of the Committee, Faculty, and Dean were all positive, the request for review should be directed to the President who will request consideration of the case by a Review Panel according to the above procedure, beginning with 12.3.19.1. The recommendations of the Review Panel, and the Dean, as well as any new materials in the case, shall be submitted by the Dean to the President. No new information will be accepted after the Dean transmits the Promotion and Tenure Statement to the President.

12.3.19.6 If in the course of reviewing a case the Dean or the Provost becomes concerned about the fairness or integrity of the procedures used, the nature of the concern and relevant information should be discussed with the Review Panel.

12.3.20 A candidate who is concerned about the treatment of his or her tenure case after the process of review may express that concern to appropriate members of the University administration. The administration shall consider that concern and respond to the candidate within a reasonable time period.
12.3.21 Mandatory Tenure Decision

12.3.21.1 At the time of initial appointment, a tenure-track faculty member shall be notified in writing that a decision on tenure in his/her case will be reached no later than the end of a certain number of years of full-time service. A tenure decision may be reached before the time so stated, but it shall not be deferred beyond that time. An affirmative tenure decision shall lead to the award of tenure, effective the first day of the immediately following appointment year. If there is a negative tenure decision in the mandatory year, then the candidate will be notified of his/her non-reappointment and offered a terminal contract for the immediately following academic year.

12.3.21.2 The University shall not defer a tenure decision beyond the time stated, even though the candidate and his/her colleagues may agree that a delay would be desirable.

12.3.21.3 For a person with no prior full-time experience at an accredited law school, a mandatory tenure decision must be made at the end of six (6) years of full-time service at the University. For the purposes of this section, full-time service shall not include any time when a faculty member is on interim disability as defined by USNH policy, or any period of time during which the faculty member is on leave without pay for non-professional reasons for at least ten weeks in an academic year. For circumstances that are not covered by official interim disability, such as family illness or the birth or adoption of a child, the University and the faculty member may agree to exclude one (1) year from the total full-time years that count towards tenure. Faculty desiring to exclude one year must make a request to the Provost/ Vice President for Academic Affairs within one year of the precipitating event, or by May 15th of the year preceding the original mandatory decision year, whichever comes first. The Provost/ Vice President for Academic Affairs shall inform the faculty member, the Association, and the Dean, of her/his response to the request and the reasons therefore. The approval of both the University and the Association is required if the year to be excluded coincides with the original mandatory decision year. Requests to exclude any years in excess of one (1) from the years counted toward tenure must be approved by both the University and the Association.

12.3.21.4 Any year of less than full-time service shall not count toward determining the timing of mandatory tenure decisions. Time spent by full-time faculty on approved professional leave is considered full-time service and is counted toward the accumulation of time for a tenure decision unless the faculty member and the Dean agree in writing prior to the leave that the time on leave will not be counted. Copies of all such agreements (with supporting justification) must be sent to the Provost/ Vice President for Academic Affairs; also, they must be included in supporting materials when recommendations for tenure are made.
For persons with prior full-time service at other accredited law school, the stated latest time for a tenure decision is negotiable at the time of initial appointment with the following conditions: (1) total full-time service at an accredited law school before a tenure decision is required shall be at least six (6) years; (2) for a person appointed as an Assistant or Associate Professor, a tenure decision shall be required no earlier than the end of the third appointment year; and (3) for a person appointed as a Professor, a tenure decision shall be required no earlier than the end of the second appointment year.

**Article 13**

**CLINICAL FACULTY AND PROGRAM DIRECTORS: PROMOTION CRITERIA AND PROCESS**

13.1 The process for retention and granting of security for clinical faculty and program directors shall follow the Article 12 process with the following modifications. The Dean’s decision regarding retention of clinical professors and retention of program directors shall be final. The Provost’s decision regarding promotion to presumptively renewable contracts for clinical professors and program directors shall be final, except that an unfavorable decision is subject to review as outlined above in 12.3.19.

13.2 *Clinical Faculty:* Candidates for retention or grant of security are exempt from the scholarship criteria. The teaching effectiveness criterion for clinical candidates also includes review of the clinic’s administration including professional management of cases, management of workflow, strategic planning for the clinic, and whether there is adequate supervision of clinical students.

13.3 *Program Directors:* Candidates for retention or grant of security are exempt from the scholarship criteria. The teaching effectiveness criterion for program directors also includes review of the program’s administration including assessment of the director’s relationship with external partners (e.g. bar examiners or field supervisors), the director’s use of strategic planning for the program including curricular recommendations, and the director’s ability to efficiently and effectively manage program resources.

**Article 14**

**LECTURERS: PROMOTION CRITERIA AND PROCESS**

14.1 Lecturers are evaluated primarily based upon their teaching effectiveness, but may also be reviewed for service assigned pursuant to Article 9: Workload. The teaching effectiveness criteria and sources of facts are the same as those set forth in this CBA for tenure track faculty.

14.2 Once a Lecturer meets the criteria required for promotion, the Lecturer may initiate the promotion process.

14.2.1 While there is no minimum or maximum number of years of service for eligibility for promotion, it is typical that the process for promotion to Senior Lecturer be initiated in the seventh year of continuous or cumulative employment at the rank of Lecturer. It is
typical that the process for promotion to Principal Lecturer be initiated in the sixth year of continuous or cumulative employment at the rank of Senior Lecturer.

14.2.2 Lecturer faculty are responsible for the assembly and submission of their own materials for consideration of promotion to Senior and Principal Lecturer.

14.3 If the Lecturer teaches in a program with a director or is a librarian, the Program Director or Library Director will submit a recommendation on promotion to the Dean by February 1 of the year in which the case is heard. The Dean will inform the candidate and the Provost of his/her decision on the case by March 15.

Article 15
POST-TENURE AND SECURITY REVIEW PROCESS

15.1 Post-tenure review is intended to be a systematic process for the periodic review of the performance of faculty members with tenure or clinical faculty or program directors with security, regardless of rank. The goal of such a review is threefold: (1) to promote and support faculty development; (2) to foster and encourage productivity in all three domains of faculty responsibility (i.e., teaching, scholarship [where required] and service); and (3) to enhance the congruity between individual and institutional agendas. The post-tenure review process respects the basic principles of academic freedom and does not abrogate in any manner or form the due process for dismissal or other disciplinary action prescribed for the faculty by the policies and procedures of the University of New Hampshire (UNH) or this collective bargaining agreement.

15.2 The review will occur every five-years, except that post-tenure review will be waived a) for any faculty members who have been promoted less than five years prior to the next scheduled review or b) for any faculty member who notifies the Dean in writing of a planned retirement or resignation within three years of the next scheduled review. The Dean may postpone one or more reviews whenever it appears that such reviews, in combination with retention, tenure, and clinical security reviews, may overstretch available faculty resources. The Dean may initially phase in the post-tenure review process to reduce the likelihood of too many reviews in a given year.

15.3 The faculty member undergoing post-tenure review assembles the materials that will be the basis for the evaluation (the post-tenure review file) and forwards it to the Dean.

15.3.1 The post-tenure review file will contain personal statements of both a retrospective and prospective nature. That is, the faculty member undergoing post-tenure review will be asked to describe and comment on their productivity in the past and their plans for the future. This personal statement will comment on accomplishments and plans – in all domains of faculty responsibility i.e., teaching, scholarship (where required), and service.

---

11 Throughout this article, the words "post tenure review" shall encompass both post-tenure and post-attainment of security status.
In addition to the personal statements, the post-tenure review file will contain a set of appendices that contain the following information; a current curriculum vita, copies of all annual reports since the last post-tenure review, copies of the annual evaluation letters received from the Dean since their last promotion and tenure review or their last post-tenure review, a detailed report of the outcomes of any sabbatical leaves awarded during the pre-review period, student evaluations of teaching for all courses taught since their last review, letters of appreciation and acknowledgement or other forms of evaluation related to on-campus or off-campus service activities, copies of all significant scholarship published since the last review, and any other data, information or materials that the faculty member deems critical to their evaluation.

The Standing Committee shall appoint a Review Committee (Committee) of at least two tenured or secured faculty to review the file and provide input that allows the Dean to prepare a performance letter.

The Committee will review the post-tenure review file of the faculty member undergoing review and prepare a memo to the Dean that evaluates the performance and productivity of the individual. When completed, the letter of evaluation will become a part of the file that is forwarded to the Dean.

The faculty member undergoing review will prepare a personal statement and commentary. This narrative should address the following two perspectives:

15.6.1 Retrospective Summary: The personal statement should include, in narrative form, a description of the activities and accomplishments of the previous five-years in each of the three domains of faculty responsibility; i.e., teaching, scholarship (where required), and service. An important part of this retrospective summary is an encapsulated, thoughtful overview of the contributions that the faculty member has made in each of these areas of academic responsibility. In particular, contributions should be discussed within the context of the goals/mission and functions of the School and University as well as the specific discipline of the faculty member under review.

15.6.2 Prospective Summary: The personal statement should also provide, in narrative form, the faculty member’s perspective regarding the future. Short-term goals (3 to 5 years) in each of the three domains: i.e., teaching, scholarship (where required), and service should be articulated and described. The faculty member should also describe any plans for developing new skills and define any support that may be required to assist the faculty member in addressing their professional goals or needs for professional development.

The post-tenure review file should contain evidence of the faculty member’s productivity in each of the domains of responsibility: i.e., teaching, scholarship (where required) and service. Below is a list of examples of the kinds of information that could be submitted in order to demonstrate productivity:

15.7.1 Productivity in Teaching Effectiveness: The following evidence will be useful in assessing the faculty member’s productivity in this domain of their responsibility:
- A list of awards and honors received that reflect teaching excellence;
- A list of courses taught and the number of students enrolled in each course for at least the past three years;
- A summary of student evaluations of teaching performance;
- Information, in narrative form, concerning other instructional-related activities such as the number of advisees, new courses that were developed, and new course material;
- Any other information that the faculty member deems pertinent to an evaluation of their performance and productivity in the area of teaching.

15.7.2 *Productivity in Scholarship:* Scholarship can manifest itself in many forms. Thus, the following evidence will be useful in assessing the faculty member’s productivity in this domain of their responsibility:

- A clear, focused, and coherent description of the theme of the faculty member’s scholarship and research;
- A list of scholarly awards and honors;
- A list of publications, specifically including those that meet the definition of scholarship in Article 9: Workload;¹²
- A summary of any funded research grants – including the dollar amount of the award, the name of the sponsoring agency, the duration of the grant, the goals and objectives of the research, and the outcomes of the project;
- A list of scholarly presentations at regional, national or international academic conferences or meetings;
- A list of invited presentations at regional, national or international, academic or professional conferences or meetings;
- Any other information that the faculty member deems pertinent to an evaluation of their performance and productivity in the area of scholarship.

15.7.3 *Productivity in Service:* Faculty members undergoing review should describe their accomplishments and contributions in three distinct types of service: (1) service to the University and School; (2) service to academic or professional organizations in their discipline; and (3) public service to local, state, regional, national, or international agencies, governments, or communities. Awards and honors related to service in any of these three areas of service should be listed and described.

15.8 The Committee and the Dean will rank the performance of the faculty member under review using one of three categories: “superior,” “satisfactory” or “unsatisfactory”. Such rankings will be made for each area of faculty responsibility i.e., teaching, scholarship (where required), and service. It is understood, from the outset, that these categories represent subjective judgments and cannot, and should not, be expected to be defined by exact parameters.

¹² It should be noted that it is the responsibility of the faculty member undergoing review to identify her or his role in collaborative research projects and products. For example, the faculty member should make clear her/his role in co-authored manuscripts, research proposals that were written by multiple authors or presentations at professional meeting that were prepared by more than one individual, as well as her/his relationship with any of the authors.
The post-tenure review process will begin in the spring semester of each academic year when the Dean will prepare a list of faculty who will undergo post-tenure review during the following academic year.

Faculty members will be reviewed on their activities, performance, and accomplishments during the five years immediately previous to the academic year in which they will be reviewed. Years of service as an academic administrator by a tenured or secured faculty members will not be counted or reviewed as part of the post-tenure review. Academic administrators’ post-tenure review should occur five years following their return to the full-time faculty.

Prior to May 1 of each academic year, the Dean will notify those faculty members who are slated for post-tenure review during the following academic year. The following dates will define the major steps in the schedule:

- **September 30:** The faculty member will deliver his/her post-tenure review file to the Committee;
- **October 30:** The Committee will review materials and complete his/her letter of evaluation ranking the performance of the faculty member (superior, satisfactory or unsatisfactory) in each of the primary areas of responsibility; i.e., teaching, scholarship (where required) and service;
- **December 15:** The Dean will complete his/her review and provide a letter of evaluation to the faculty member indicating his/her ranking of the performance of the faculty member in each of the areas of responsibility;

If the Dean ranks the faculty member superior or satisfactory in all areas of faculty responsibility, the Dean will meet with the faculty member. The purpose of this meeting is to discuss actions that can be taken by the faculty member and the School to sustain or improve the superior or satisfactory performance of the faculty member. Following that meeting, a copy of the Dean’s letter of evaluation will be placed in the faculty member’s personnel file.

If the Dean’s evaluation of the faculty member is unsatisfactory in any of the areas of responsibility, the outcome will be communicated in writing to the faculty member no later than February 15.

- **Within four weeks of the receipt of the letter,** the Dean will schedule a meeting with the faculty member to discuss the feedback received at all levels from the reviews.
- **Within four weeks of the meeting above in 15.13.1,** the faculty member undergoing review will prepare a faculty development plan. The agreed upon plan must: (1) describe and specify the actions that will be taken to move performance into a satisfactory range; (2) describe and define the resources (financial, physical, or otherwise) that are needed, if necessary, to support these actions; and (3) indicate a time line for meeting the recommended steps in the plan.
15.13.3 This plan will be delivered to the Dean for review and consideration. If the plan is deemed acceptable, the Dean will accept it. If the plan is deemed unacceptable, the Dean will communicate that in writing to the faculty member and a meeting will be arranged to discuss the plan further.

15.13.4 Following the Dean’s acceptance of the plan, and in a mutually agreed upon time frame, the Dean or designee will complete an examination of the progress that the faculty member has made in transforming his or her performance into a superior or satisfactory rating. The Dean will provide the faculty member with her/his written assessment of the faculty member’s progress.

15.13.5 If the faculty member under review does not agree with the follow-up assessment, the faculty member may request a meeting with the Dean. The Dean makes the final determination on progress, or lack thereof, and determines next steps.

15.13.6 If the Dean determines that there has been compliance with the developmental plan, the performance of the faculty member under review is deemed satisfactory and a letter from the dean to this effect is forwarded to the faculty member. A copy is placed in that faculty member’s personnel file.

**Article 16**

**SALARY**

16.1 **Minimum Salaries**

16.1.1 Effective 1/1/17, the following minimum salaries are established for bargaining unit members based on faculty type and classified title:

<table>
<thead>
<tr>
<th>Faculty Type</th>
<th>Classified Title</th>
<th>Academic Year</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenure/Tenure Track</td>
<td>Professor</td>
<td>$96,090</td>
<td>$111,470</td>
</tr>
<tr>
<td></td>
<td>Associate Professor</td>
<td>$75,530</td>
<td>$87,620</td>
</tr>
<tr>
<td></td>
<td>Assistant Professor</td>
<td>$64,600</td>
<td>$74,950</td>
</tr>
<tr>
<td>Clinical</td>
<td>Professor</td>
<td>$87,100</td>
<td>$101,040</td>
</tr>
<tr>
<td></td>
<td>Associate Professor</td>
<td>$70,310</td>
<td>$81,560</td>
</tr>
<tr>
<td></td>
<td>Assistant Professor</td>
<td>$59,420</td>
<td>$68,930</td>
</tr>
<tr>
<td>Lecturer</td>
<td>Principal Lecturer</td>
<td>$73,300</td>
<td>$85,000</td>
</tr>
<tr>
<td></td>
<td>Senior Lecturer</td>
<td>$60,350</td>
<td>$70,000</td>
</tr>
<tr>
<td></td>
<td>Lecturer</td>
<td>$54,240</td>
<td>$62,920</td>
</tr>
</tbody>
</table>

These minimum salaries will increase by the ATB amount each fiscal year starting on July 1, 2017 through June 30, 2020.
16.2 Overload and Administrative Stipends

16.2.1 The minimum salaries in 16.1.1 assume 100% FTE, consistent with Article 8: Workload. The following adjustments must be applied for work above the expected workload:

(a) **Overload courses.** Overload courses and teaching in the summer session shall be set on a per credit basis. The rates of compensation beginning with academic year 2017 and summer 2017 shall be $2,500 per credit for a "skills class" and $2,000 per credit for a "podium class". In lieu of the overload payment, the bargaining unit member and the Dean can mutually agree to treat the overload course as a course release for a future academic term.

(b) **Independent study.** $150 per credit for supervision of independent study during the summer, subject to approval by the Dean or Associate Dean.

(c) **Administrative Stipends.** The Dean has the discretion to grant a stipend and/or a reasonable workload adjustment appropriate to the required effort to faculty for temporary administrative assignments.

16.3 Continuing Salary Increases

16.3.1 Retroactive to 1/5/17, an across-the-board continuing salary increase of 0.9% will be granted to each bargaining unit member, unless otherwise exempted by 16.3.2. After that increase, no bargaining unit member shall make less than the relevant minima in 16.1.1, or the adjusted FY 17 salary set forth in the Grandfathering Agreement, whichever is higher.

16.3.2 Specifically exempt from receipt of the continuing base salary increase delineated in 16.3.1 are:
- Those not on active pay status as of January 1, 2017 (except retirees and faculty who died while in active service)
- Those on terminal contract
- Those hired after 12/31/16

16.3.4 Effective at the beginning of the appointment period for FY 2018, an across-the-board continuing salary increase of 1.5% will be granted to each bargaining unit member, unless otherwise exempted by 16.3.5, such increase to be effective after FY18 promotion increases have been granted. After that increase, a flat dollar amount of $1,080 will be added to the base salary of each bargaining unit member. After the FY18 increases, no full-time bargaining unit member shall be paid less than the minimum of their rank.

16.3.5 Specifically exempt from receipt of the continuing base salary increase delineated in 16.3.4 are:
Those not on active pay status as of June 30, 2017 (except retirees and faculty who died while in active service)
Those on terminal contract
Those hired after 12/31/17
Those hired beginning in FY18 with an agreed upon salary

16.3.6 Effective at the beginning of the appointment period for FY2019, an across-the-board continuing salary increase of 1.0% will be granted to each bargaining unit member, unless otherwise exempted by 16.3.7, such increase to be effective after FY19 promotion increases have been granted. In addition, a merit/equity pool equal to 2.0% of the unit's salary base as of 2/1/18 shall be distributed as continuing salary increases to reward outstanding performance and/or relieve internal pay inequities. After the FY19 increases, no full-time bargaining unit member shall be paid less than the minimum of their rank.

16.3.7 Specifically exempt from receipt of the continuing base salary increase delineated in 16.3.6 are:
- Those not on active pay status as of June 30, 2018 (except retirees and faculty who died while in active service)
- Those on terminal contract
- Those hired after 12/31/18
- Those hired beginning in FY19 with an agreed upon salary

16.3.8 Effective at the beginning of the appointment period for FY 2020, an across-the-board continuing salary increase of 1.0% will be granted to each bargaining unit member, unless otherwise exempted by 16.3.9, such increase to be effective after FY20 promotion increases have been granted. In addition, a merit/equity pool equal to 2.0% of the unit's salary base as of 2/1/19 shall be distributed as continuing salary increases to reward outstanding performance and/or relieve internal pay inequities. After the FY20 increases, no full-time bargaining unit member shall be paid less than the minimum of their rank.

16.3.9 Specifically exempt from receipt of the continuing base salary increase delineated in 16.3.8 are:
- Those not on active pay status as of June 30, 2019 (except retirees and faculty who died while in active service)
- Those on terminal contract
- Those hired after 12/31/18
- Those hired beginning in FY20 with an agreed upon salary

16.4 Extraordinary Salary Increases

16.4.1 Nothing in this Agreement shall preclude the University from providing salary increases to bargaining unit members, provided that such increases are for the purpose of relieving inequities, for the purpose of matching bona fide offers from other institutions, or for rewarding professional contributions of an extraordinary nature. The Association shall be notified in writing of the amount paid and of the reasons for the award.
16.5 **Salary Offers for New Faculty**

16.5.1 If the administration is considering hiring a new faculty member at a higher salary rate than will be paid to any current law school faculty member at the same or higher rank at the time the new faculty member commences her/his employment, then prior to making the offer, the Association shall be notified in writing of the amount paid.

16.6 **Promotional Increases**

16.6.1 As of FY2017 and through FY2020, the following amounts will be added to the base salary of faculty who are promoted, effective at the beginning of the year in which the promotion is effective.

<table>
<thead>
<tr>
<th>Promotion To</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professor (Tenure)</td>
<td>$7,050</td>
</tr>
<tr>
<td>Professor (Alt Sec)</td>
<td>$6,130</td>
</tr>
<tr>
<td>Principal Lecturer</td>
<td>$5,210</td>
</tr>
<tr>
<td>Senior Lecturer</td>
<td>$4,340</td>
</tr>
</tbody>
</table>

**Article 17**

**BENEFITS**

17.1 The USNH Human Resources Office benefits plan provides eligible bargaining unit members with an opportunity to select coverage and plan features from three medical plan options, dental, life and long-term disability options and a Flexible Spending Account for expenses allowable under federal law. Unless otherwise qualified by this agreement, unit members shall receive the benefits approved and outlined in Board of Trustee or USNH policy, as of 1/1 of each calendar year covered by this contract. This includes policy governing eligibility, effective dates of coverage and contribution levels.

17.2 The faculty at the Law School are presently subject to Law School health, wellness, and retirement plans that pre-date the School's integration with the University. Members of the bargaining unit will remain in those plans, pursuant to the terms and conditions of those plans, as they are amended from time to time, through 12/31/17. Except where otherwise noted below, the benefits described will be available to bargaining unit members as of 1/1/18.

17.3 **Medical Benefits**

17.3.1 Effective for plan year 2018 (as of 1/1/18), the following changes will occur: Bargaining unit members will be provided with three medical plan options: Open Access Plan (OAP) 200/400, OAP 500/1000, and OAP HSA. Summary plan descriptions will be provided by USNH Human Resources at www.usnh.edu/hr/ in the benefits section.
17.3.1.1 Effective for plan year 2018, the employee share of the premiums will be as follows:

<table>
<thead>
<tr>
<th>Plan</th>
<th>Individual</th>
<th>Employee + Spouse</th>
<th>Employee + Child(ren)</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>OAP 200/400</td>
<td>14%</td>
<td>18%</td>
<td>18%</td>
<td>22%</td>
</tr>
<tr>
<td>OAP 500/1000</td>
<td>10%</td>
<td>14%</td>
<td>14%</td>
<td>18%</td>
</tr>
<tr>
<td>OAP HSA</td>
<td>5%</td>
<td>9%</td>
<td>9%</td>
<td>13%</td>
</tr>
</tbody>
</table>

17.3.1.2 Effective for plan years 2019 and 2020, the employee share of the premiums will be as follows:

<table>
<thead>
<tr>
<th>Plan</th>
<th>Individual</th>
<th>Employee + Spouse</th>
<th>Employee + Child(ren)</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>OAP 200/400</td>
<td>14%</td>
<td>18%</td>
<td>18%</td>
<td>22%</td>
</tr>
<tr>
<td>OAP 500/1000</td>
<td>11%</td>
<td>15%</td>
<td>15%</td>
<td>19%</td>
</tr>
<tr>
<td>OAP HSA</td>
<td>5%</td>
<td>9%</td>
<td>9%</td>
<td>13%</td>
</tr>
</tbody>
</table>

17.3.2 All medical plan options offered by USNH are subject to vendor-initiated changes in coverage and cost. Where a vendor offers USNH a choice of medical coverage options, that choice shall be subject to negotiation between the Association and USNH. If no agreement is reached within thirty (30) days of the first written notification to the Association, that choice which provides medical coverage closest to the existing coverage as determined by USNH shall be chosen regardless of the impact on the cost and resulting employee and employer contribution.

17.4 Dental Benefits. Bargaining unit members will be provided with three Dental Plan options: Option A: Cash Incentive, Option B: Basic, and Option C: High. The employer contribution will be equivalent in all plans. Summary plan descriptions will be provided by USNH Human Resources at www.usnh.edu/hr/benefits.htm.

17.5 Other Voluntary Programs. The USNH Human Resources Office may establish insurance benefits in addition to the flexible benefit plan. These will have no employer contribution. These optional insurance plans may provide eligible bargaining unit members with the opportunity to select coverage and plan features for such programs as additional life insurance, additional accidental death and dismemberment insurance, long-term care insurance, short-term disability and vision coverage. These programs are normally paid through employee payroll deductions.

17.6 Retirement Savings Plan. The University System of New Hampshire will offer eligible bargaining unit members voluntary defined contribution retirement plan options. The Summary of Plan Provisions describes plan information, including, but not limited to eligibility, enrollment, contribution levels, vesting (including breaks in service), beneficiaries, withdrawals, involuntary termination, additional retirement contributions, and annual limits. The Plan is subject to federal laws, such as the Internal Revenue Code (IRS) and other federal and state laws. The
provisions of the Plan are subject to revision due to changes in laws or to pronouncement(s) by the IRS or enhancements put in place by USNH.

17.6.1 Contribution levels for those enrolled in retirement

*Initial Contribution Level.* The initial contribution level in the USNH Retirement Plan provides for the University System to contribute 6% and the participant to contribute 6%. After one full year of participation at the Initial Contribution Level, the University System contribution will increase to the Standard Contribution Level of 9%.

*Standard Contribution Level.* The standard contribution level provides for the University System to contribute 9% and the participant to contribute 6%.

*Alternate Contribution Level.* The alternate contribution level provides for the University System to contribute 4% and the participant to contribute 2.5% to 3.9%.

*Middle Contribution Level.* The middle contribution level provides for the University System to contribute 6% and the participant to contribute 4% to 5.9%.

17.6.2 A bargaining unit member may make contributions to the regular retirement program and/or to a Supplemental Retirement Account (SRA) for any USNH authorized program.

17.6.3 Bargaining unit members will be eligible to participate in the USNH Deferred Compensation Plan 457(b) that allows individuals to contribute additional funds beyond the yearly 403(b) maximum.

17.6.4 Contribution based on Salary over the IRS Permitted Level. USNH does not contribute to the defined contribution plan on salary in excess of the IRS prescribed limit. The limit is indexed for inflation per IRS Section 401(a)(17)B for the purpose of calculating contributions to the USNH's defined contribution retirement plan. The difference between the amount contributed based on the salary maximum and the amount the employee is eligible for based on their salary will be contributed into a personal annuity.

17.6.5 Vesting of contributions. Bargaining unit members are fully and immediately vested in the accrued benefits arising from their contributions. For purposes of vesting of employer contributions, years of service begins when a status faculty member starts contributing to the retirement plan at a level between 2.5% and 6%, which is matched by a USNH contribution. After three (3) years or more of service as defined in the University System of New Hampshire 403(b) Summary Plan Provisions, the faculty member is 100% vested in the employer contributions.

17.7 Tuition for Faculty Members. *This benefit is currently in effect for bargaining unit faculty and will continue to be effective with the date of this CBA.* For eligible bargaining unit members the tuition benefit covers enrollment in up to five courses per year for any regular credit courses offered by USNH institutions with a USNH course identifier, and where the tuition is paid to a USNH entity. This benefit includes full employer paid coverage in-state of tuition (varies by institution and program) for both the courses and any mandatory fees that all students are
assessed as a prerequisite for registration, unless specifically exempt. The costs for food and/or accommodations are not covered. See USY V.A.4.7.4

17.8 Tuition for Spouses and Dependent Children of Faculty Members. *This benefit is currently in effect for bargaining unit faculty and will continue to be effective with the date of this CBA.* For spouses and dependent children, the tuition benefit is available after the bargaining unit member has been employed at UNH for one academic year. It covers enrollment in any regular credit courses offered by USNH institutions with a USNH course identifier, and where the tuition is paid to a USNH entity. This benefit includes one-half the cost of in-state tuition (varies by institution and program) pro-rated for percent time of faculty. The costs for food and/or accommodations are not covered. See USY V.A.4.7.

17.8.1 A spouse is any person who is legally defined as a “spouse” by the State of New Hampshire and/or is qualified as a legally-recognized spouse under USNH policy.

17.8.2 Children are considered dependent if, at the time of class registration, they are unmarried, have not reached the age of 24, and are dependent on the bargaining unit member for more than half of their financial support.

17.8.3 Employer Paid Tuition Benefits for Children of Deceased Faculty Members. Children of deceased bargaining unit members who, at time of death, had been employed in a status position for at least five (5) years are entitled to the same educational benefit as indicated above up to age 24 or "legally dependent" status defined by the IRS.

17.9 Transition to Retirement

17.9.1 A bargaining unit member wishing to transition to full retirement may do so under the following conditions:

- attain age 59 1/2 or older
- be a participant in the USNH approved retirement plan for at least 10 years (years in the Franklin Pierce Law Center or UNH Law count toward the total requirement)
- not be participating in a USNH early retirement program
- not be on long-term disability or worker’s compensation

17.9.2 The bargaining unit member must reduce employment to part-time (not to exceed 50 percent time). The bargaining unit member’s salary base will be pro-rated based on the percent time of employment. Participating faculty will be eligible to continue their existing USNH group medical and dental coverage at the same cost sharing arrangement as a full-time faculty member until full retirement. However, long-term disability, life insurance, and retirement contributions will be based on the pro-rated salary. Tuition benefits for employees will be the same as outlined in 17.8. Tuition benefits for spouses and dependents and paid sick leave are based on the reduced appointment percentage. The University will continue its contributions to medical and dental benefits coverage for up to three (3) years beginning on the effective date of part-time employment.
The Dean shall make the bargaining unit member’s workload assignments based on the reduced time appointment. The bargaining unit member will not be permitted to work for the USNH in a status position more than three (3) years after the effective date of reduced time status associated with the transition to retirement. During this period of service, the individual agrees that he/she cannot increase the percent time worked. After completion of the transition period, the individual agrees to fully retire. The bargaining unit member may collect his/her retirement income (TIAA/CREF, Fidelity) while continuing to be employed in the reduced time status position.

**Article 18**

**LEAVES OF ABSENCE**

18.1 Preamble. The intent of this article is to summarize Leave of Absence policies applicable to bargaining unit members described in http://www.usnh.edu/olpm/ and policies specific to the bargaining unit. USNH policies apply except when they differ from the policies outlined in this Agreement. Except, where otherwise noted below, the policies will become effective for bargaining unit members as of 1/1/18.

18.2 Sick Leave. *This benefit is currently in effect for bargaining unit faculty and will continue to be effective with the date of this CBA.* Bargaining unit members at 0.75 FTE or higher accrue sick leave during their appointment period, to replace salary when absent due to illness/injury, at a rate of one and one quarter (1.25) days per month for a 100% appointment and pro-rated for percent time. The maximum accumulation of sick leave is 130 (working) days. When faculty members are absent from their duties due to illness, and other faculty members assume their responsibilities on a temporary basis, the Associate Dean should be made aware of the absence but no formal report of absence is required unless the absence exceeds one month or is of a serious nature as defined by the Family Medical Leave Act (see USY V.C.19). If the absence exceeds one month, the illness may qualify for Interim Disability (see USY V.A.4.13). FMLA runs concurrently with all types of paid leave, including Sick Leave, Interim Disability and Workers’ Compensation (see 18.6).

18.3 Interim and Long-Term Disability. There are two situations in which interim disability applies:

18.3.1 Bridge to Long-Term Disability. In situations where medical documentation concerning a Law Association Faculty member’s inability to work indicates that the duration of the illness/injury will cause an absence from work of six (6) months or more, interim disability provides the continuation of the individual's salary and benefits for the first six months of absence from work inclusive of sick leave. Long Term Disability benefits may commence after a six (6) month absence if the application is approved.

18.3.2 Pregnancy-Related Interim Disability. When accrued sick leave is exhausted, interim disability may replace salary and benefits when the absence is related to medical conditions associated with pregnancy preceding childbirth, regardless of the anticipated absence duration.

18.4 Family Leave. *This benefit is currently in effect for bargaining unit faculty and will continue to be effective with the date of this CBA.* Bargaining unit members with at least one year of service
may use up to a maximum of 10 days of accrued sick leave per fiscal year for family leave. This leave may be used for medical appointments, illness or medical needs of an immediate family member; prenatal or post-natal care; or for purposes of caring for a new baby or adoptive/foster child after placement. It may also be used for extended bereavement leave (see 18.7) and/or crime victim leave (see USY V.C.20.2). Immediate family member is defined as spouse, parent, legally dependent person, or any person living in the bargaining unit member’s household.

18.5 Parental Leave for Birth or Adoption of a Child. A bargaining unit member who becomes a parent through birth or adoption is eligible for a maximum of twelve (12) weeks of paid parental leave commencing with the birth or placement of the child. FMLA Leave runs concurrent with parental leave. If the bargaining unit member has accrued sick leave, the period of parental leave shall first include the use of accumulated sick leave.

18.5.1 The bargaining unit member shall inform the Dean in writing, as early as possible, of the intent to use parental leave and identify the anticipated absence.

18.5.2 When both parents work for the University of New Hampshire, the maximum combined paid parental leave they may take is 12 weeks.

18.5.3 Bargaining unit members are not required to fulfill any work assignments while on parental leave, including any work in the areas of teaching or service. The year in which parental leave is taken will be deducted for accruals in promotion or sabbatical eligibility.

18.5.4 Following the utilization of parental leave, a bargaining unit member may request in writing permission from the Dean to shift the teaching of one or more of his/her assigned courses for the year to a subsequent semester, J-Term or summer without additional pay. The Dean’s approval will be contingent upon curricular need.

18.5.5 If the bargaining unit member decides to return to work prior to the end of 12 weeks, s/he shall provide written notice to the Dean at least 14 days prior to the return date.

18.6 Workers’ Compensation. This benefit is currently in effect for bargaining unit faculty and will continue to be effective with the date of this CBA. The New Hampshire Workers’ Compensation law, RSA 281-A, covers all bargaining unit members. It provides non-taxable payment for loss of earnings and payment of medical expenses due to injury, occupational disease, or death arising out of and in the course of employment. It is not considered compensation under IRS regulations. Bargaining unit members who have accrued sick leave or are eligible to receive interim disability may supplement the workers’ compensation benefit; however, the combination of paid leave plans and workers’ compensation benefits shall not exceed the bargaining unit member’s budgeted salary.

18.7 Bereavement Leave. This benefit is currently in effect for bargaining unit faculty and will continue to be effective with the date of this CBA. Bargaining unit members are entitled to five days of bereavement leave for the death of an immediate family member and one day for the death of other relatives. Immediate family members and other relatives are described in USNH policy USY.V.A.4.14. These may be taken all at once or as needed.
18.8 Jury Duty/Witness & Military Leave. This benefit is currently in effect for bargaining unit faculty and will continue to be effective with the date of this CBA. Bargaining unit members will be granted Jury Duty/Witness or Military leave consistent with USNH policies.

18.9 Partial or Full Leaves Without Pay. This benefit is currently in effect for bargaining unit faculty and will continue to be effective with the date of this CBA. A bargaining unit member may request a full or partial leave without pay for medical or other personal/professional reasons. Except when the absence is covered by the Family and Medical Leave Act of 1993, approval of the leave is at the discretion of the Dean. The maximum duration of leave is one (1) year. A partial leave temporarily reduces the bargaining unit member’s percent-time service and pay for the leave period. During the leave of absence period the bargaining unit member retains her/his position. Benefits continuation is defined under USY V.C.16.

18.10 Sabbatical Leave. Sabbatical leaves are currently available to tenured Law Faculty. The following policy regarding these leaves will be effective with the date of this CBA. A sabbatical leave is a leave of absence with partial or full pay for purpose of professional improvement for tenured law faculty. It is intended for the mutual benefit of the University, the law school, and the person granted the leave. It should facilitate independent research and creative activity by providing a period for concentrated scholarly work. Upon completion of the leave, the faculty member will include in his/her annual report a summary of his/her professional activities while on leave.

18.10.1 A sabbatical leave is a privilege and not a right. Each application shall be decided upon its individual merit. The Provost and Vice President for Academic Affairs grants all leaves on behalf of the Board of Trustees and the President after consultation with the Dean.

18.10.2 Sabbatical leaves are ordinarily reserved for those members of the faculty who have completed advanced academic preparation. Tenured faculty members shall become eligible upon the granting of tenure and completion of six years of full-time service at the University. Years of service shall count from the date of full-time tenure track appointment or from the ending date of the previous sabbatical leave. All leaves of absence (with or without pay) shall be excluded in determining years of service for this purpose.

18.10.3 The duration of a sabbatical leave is as follows: For faculty on academic year appointments: one semester at full salary or two semesters at half salary. In exceptional cases, shorter leaves at more frequent intervals may be granted or even requested by the University to allow for greater flexibility than is attainable under the normal full-semester, six-year cycle. Salary and the employer share of benefits costs associated with such leaves will be covered by the University.

18.10.4 For leaves at half pay the University will maintain its full contribution to benefits if the faculty member makes the applicable contributions. See USY V.F.10 for payroll information and USY V.A for specific information regarding benefit contributions.

18.10.5 Recipients of sabbatical leaves are permitted to receive income for professional activities without prejudice to their receipt of income from the University, provided the
activity is approved in advance by the Dean. In no case may the faculty member undertake alternative employment while on sabbatical leave.

18.10.6 The recipient of the sabbatical leave is obligated to return to the service of the University for a period of one year or to reimburse the University for the full amount of the salary received while on leave, plus payments made to retirement and other fringe benefit funds which are accrued, earmarked, and vested for the individual account of the recipient.

18.11 Benefits. Benefits deductions will continue to occur during any paid leave. For unpaid leave bargaining unit members must make benefit payment arrangements in advance with UNH Human Resources. Failure to pay benefit premiums while on unpaid leave will cause cancellation of benefits. Benefits payment during leave is defined under USY V.C.16.

18.12 Leave Requests. For all types of leaves, it is the responsibility of the bargaining unit member to submit the proper form(s)/documentation to the appropriate departmental and/or University officials.

**Article 19**

**TERMINATION OF EMPLOYMENT**

19.1 Non-Reappointment

19.1.1 Appointments of non-tenured tenure-track, alternative security and alternative security track bargaining unit members, but have not yet achieved alternative security, expire at the end of each appointment year (academic or fiscal). Appointments of bargaining unit members with alternative security expire at the end of their contract terms or upon the elimination of the program to which their alternative security is attached. Appointments of faculty on contracts other than tenure track or alternative security expire at the end of their contract terms.

19.1.2 Notice of non-reappointment shall be given to these faculty based on the faculty member’s length of service at the end of the appointment year:

- one (1) year or less; notice by March 1
- greater than one (1) year but less than two (2); notice by December 15
- equal to or greater than two (2) years; notice twelve (12) months prior to the expiration of the appointment.(For purposes of this Article only, academic year appointments are assumed to expire on May 15th. Fiscal year appointments expire on June 30th.)

Notice of non-reappointment shall be considered timely if it is dated and placed in first class U.S. Mail and simultaneously sent by email or hand-delivered by the notification date.

19.1.3 Late notice shall entitle the non-reappointed faculty member to reappointment for an additional year or, at the option of the Law School, severance pay equal to the academic or fiscal year salary and benefits that s/he would otherwise have received if reappointed.
19.1.4 Except where 19.7 is applicable and would govern, the bargaining unit member shall be notified in writing of non-reappointment and may request a meeting with the Dean to discuss the non-reappointment. Upon request, the University shall provide the basis for the non-reappointment in writing to the bargaining unit member.

19.1.5 A faculty member may not grieve the non-reappointment decision under this Agreement except on the basis of alleged procedural violations, or alleged violations of the non-discrimination, academic freedom or faculty rights articles.

19.2 Dismissal and Suspension Without Pay for Tenured, Tenure Track, and Alternative Security

19.2.1 These faculty members (T, TT, and AS) shall not be subject to dismissal or suspension without pay except for just cause. A dismissal refers to the termination of a faculty member during the term of an appointment, or the denial of reappointment of a tenured faculty member. Just cause shall encompass professional incompetence, deliberate neglect of duty or moral turpitude.

19.2.2 In a dismissal or suspension without pay case for T, TT, or AS, the following order of procedures will be followed:

19.2.2.1 Conference with appropriate administrators; normally the Dean and Associate Dean of the Law School. Case may be resolved by mutual agreement, dismissed, or referred to the Professional Standards Committee of the Faculty Senate.

19.2.2.2 The Professional Standards Committee informally inquires into the situation, attempts to mediate a mutually agreeable resolution, and, if no resolution is reached, makes a recommendation to the President regarding whether the President should pursue the case. The Committee shall present its recommendation to the President within twenty (20) calendar days of the date on which the matter was referred to the Committee.

19.2.2.3 The President will inform the faculty member in question and the Association of his/her decision in writing within fourteen (14) calendar days of receipt of the recommendation from the Professional Standards Committee, or if the time limit specified in X.2.2.2 has passed without a recommendation from the Committee.

19.2.3 The bargaining unit member (T, TT, or AS) may be suspended without pay or terminated as of the date s/he is notified of the President's decision following the above process, and the faculty member shall not be entitled to receive further pay or benefits. However, if the faculty member grieves the decision of the President, s/he shall not suffer the loss of any pay or benefits until and if an Arbitrator determines that the proposed suspension/termination is for just cause. Moreover, the President may suspend a faculty member with pay at any time during the process if he or she determines that immediate harm to the faculty member, or others, is likely by maintaining the faculty member on the job.
19.1.4 If the President of the University decides that dismissal or suspension without pay is warranted, the faculty member shall have fourteen (14) calendar days to file a grievance under Article 20, Grievance and Arbitration, of this Agreement, once the President’s notice of his/her intent to impose dismissal or suspension without pay is received. The grievance shall utilize the expedited arbitration process in Article 20. The burden of proof in a grievance involving a dismissal or suspension without pay shall be on the University.

19.3 Dismissal and Suspension Without Pay for Alternative Security Track and Contract Faculty

19.3.1 These faculty members (AST and CF) shall not be subject to dismissal or suspension without pay except for just cause. A dismissal refers to the termination of a faculty member during the term of an appointment. Just cause shall encompass professional incompetence, deliberate neglect of duty or moral turpitude.

19.3.2 In a dismissal or suspension without pay case for AST or CF the following order of procedures will be followed:

19.3.2.1 Conference with appropriate administrators; normally the Dean and Associate Dean of the Law School. Case may be resolved by mutual agreement, dismissed, or referred to the Provost.

19.3.2.2 The Provost will review the case and make a determination within twenty (20) calendar days of the date on which the matter was referred to him or her.

19.3.2.3 The Provost will inform the faculty member in question and the Association of his/her decision in writing forwarded by U.S. Mail and simultaneously sent by email or hand-delivered.

19.3.3 The faculty member (AST or CF) may be suspended without pay or terminated as of the date s/he is notified of the Provost's decision following the above process, and the faculty member shall not be entitled to receive further pay or benefits. However, if the faculty member grieves the decision of the Provost, s/he shall not suffer the loss of any pay or benefits until and if an Arbitrator determines that the proposed suspension/termination is for just cause. Moreover, the Provost may suspend a faculty member with pay at any time during the process if he or she determines that immediate harm to the faculty member, or others, is likely by maintaining the faculty member on the job.

19.3.4 If the Provost decides that dismissal or suspension without pay is warranted, the faculty member shall have fourteen (14) calendar days to file a grievance under Article 20, Grievance and Arbitration, of this Agreement, once the President’s notice of his/her intent to impose dismissal or suspension without pay is received. The grievance shall utilize the expedited arbitration process in Article 20. The burden of proof in a grievance involving a dismissal or suspension without pay shall be on the University.
19.4 Programmatic Displacement Leading to Termination

19.4.1 The President shall notify the Association and the Faculty Senate Agenda Committee of the initiation of a program review in which termination of bargaining unit faculty is possible or contemplated, at least one (1) academic year prior to the approval of said long-range program changes by the Board of Trustees. The President, or his/her designee, shall meet with the Association and the Faculty Senate Agenda Committee within two (2) weeks of notification of long-range programmatic changes that may lead to termination of bargaining unit faculty and identify those programs or units being reviewed.

19.4.2 The President will establish a Joint Review Committee, composed of the President's representative, three (3) bargaining unit faculty elected from the Law School, and three (3) full-time tenured or tenure track faculty members from outside the Law School chosen by the Faculty Senate Agenda Committee. The committee's chair will be chosen by its members. On completion of the review, the President will promptly submit the report to the Dean and will discuss fully the Review Committee's findings with the Faculty Senate Agenda Committee and other appropriate individuals and groups.

19.4.3 When the President has decided upon programmatic changes that lead to termination of bargaining unit faculty, s/he shall meet with the Association and Faculty Senate Agenda Committee in joint session at least two (2) weeks prior to recommending said changes to the Board of Trustees in order to outline her/his recommendations. The Association may grieve the President's plan provided it articulates the reasons it believes the plan to be arbitrary, capricious or contrary to the requirements for Law Schools set forth by the ABA, and/or to present alternatives to the President within one (1) week of the President's presentation.

19.4.4 The Association may grieve to the Board of Trustees programmatic changes recommended by the President that lead to termination of bargaining unit faculty. Said grievance must be filed within thirty (30) calendar days of the President's recommendations to the Trustees, and shall require the Association to establish that the President's recommendations are arbitrary, capricious or contrary to the requirements for Law Schools set forth by the ABA. The Board of Trustees is the final arbiter of whether the President's recommendation shall be implemented. The grievance shall not go to arbitration.

19.5 Procedures for Determining the Termination of Employment Due to Programmatic Displacement.

19.5.1 Prior to terminating faculty under this section, the President will consider reasonable alternatives including elimination of part time personnel, shared or reduced time options, early retirement, reassignment or administrative positions where appropriate.

---

13 For the purposes of this Article, a "program" is defined as a set of courses or academic offerings that have a distinct purpose and focus within the program of legal education. Programs include, but are not limited to the following: Daniel Webster Scholar, JD Legal Writing; Graduate Legal Skills; Legal Residencies; and Patent Practice and Procedure. In addition, each clinical offering is a separate program.
19.5.2 The following considerations will govern the implementation of any faculty terminations under this section. All part time or adjunct faculty in an affected program shall be terminated before any full time faculty regardless of status.

19.5.2.1 Non-tenure track faculty members in an affected program shall be terminated before any alternative security or tenured faculty members whose performance meets or exceeds expectations in accord with the post-tenure review process, except where demonstrable and serious distortion of an academic program would result.

19.5.2.2 Non-tenured faculty members in an affected program shall be non-reappointed before any alternative security or tenured faculty members whose performance meets or exceeds expectations in accord with the post-tenure review process, except where demonstrable and serious distortion of an academic program would result.

19.5.2.3 Alternative security faculty members in an affected program shall be non-reappointed before any tenured faculty members whose performance meets or exceeds expectations in accord with the post-tenure review process, except where demonstrable and serious distortion of an academic program would result.

19.5.2.4 In selecting faculty members within each category above to be terminated, the President shall consider the following in determining which bargaining unit faculty shall lose their employment:

- The University's responsibility to offer an appropriate range of courses and programs;
- The academic needs of the affected programs;
- The merit of the affected faculty members as attested to by peer reviews of scholarship;
- Teaching and service records of the affected faculty members;
- The length of service of the affected faculty members;
- The Affirmative Action goals of the University.

19.6 Standards for Termination and Recall Due to Programmatic Displacement

19.6.1 The University shall not make new appointments in the same law specialty within three (3) years, without first offering the position to faculty who have been terminated due to programmatic displacement. A faculty member whose position was eliminated shall be entitled to re-employment to the same position, should it be restored within a three (3) year period from the date of termination. The faculty member shall have sixty (60) days in which to accept the offer. The offer of re-employment and acceptance shall be made through registered mail. It is the faculty member's responsibility to keep the University informed of any change of address.

19.6.2 If a faculty member is terminated from a tenure track position due to programmatic displacement, a new non-tenure track faculty position
shall not be created to replace that position for two (2) years from the date the faculty member who held that tenure track position was terminated from employment.

19.6.3 Terminated faculty dismissed because of programmatic displacement shall be entitled to twelve (12) months' notice.

19.6.4 Dismissal for cause not due to programmatic displacement is not covered under the conditions of this Article. Dismissal for cause shall not be labeled non-reappointment due to programmatic displacement under any circumstance.

19.7 Law School Financial Exigency

19.7.1 There must be an official declaration of a Law School Financial Exigency by the President of the University before any faculty member may be terminated due to Financial Exigency.

19.7.2 Financial Exigency is defined as notification to the ABA of the intent to close the Law School due to an imminent financial crisis that threatens the School in its entirety and which cannot be alleviated by less drastic means, including but not limited to programmatic displacement, hiring freeze, attrition, or buyouts.

19.8 Resignation and Retirement

19.8.1 A unit member wishing to resign should submit a letter of resignation to the University through appropriate administrative channels. When considering the interruption or termination of service, the unit member should recognize the effect of resignation upon the program of the institution and should give due notice of his/her intention.

19.8.2 It is expected that the timing of a resignation will coincide with the end of the academic year. The University recognizes that there are circumstances in which a change of employment will enhance a professional career and it will not hinder efforts to take advantage of such circumstances. Faculty should keep the University informed of the progress of arrangements for other employment and submit a formal resignation as early as possible.

**Article 20**

**GRIEVANCE AND ARBITRATION**

20.1 Preamble

20.1.1 It is the intent of the parties to encourage and facilitate, in an expeditious manner, the resolution of an alleged violation of this Agreement or any policy incorporated by reference into this Agreement and to attempt to do so at the earliest stages of this process.

14 As of July 1, 2017, a state of Financial Exigency has not been declared for the Law School.
Procedure. To this end, the Grievant and the Association will work with the UNH Contract Administrator and others to conduct all steps of the process in a timely manner.

20.1.2 A grievance and a request for relief based on a common nucleus of operative facts under any other process or in any other forum may not be pursued simultaneously, except when the right to pursue must be initiated to preserve the right under any relevant deadline or statute of limitations. In the case that the request for relief in another forum is pursued, the process with the least pressing deadlines shall be suspended until resolution of the other process has concluded. Findings of Facts in the first forum shall be binding on the University, the University System, the Association, and the Grievant(s) to the extent that they are applicable.

20.1.3 No unit member shall be terminated or suffer the loss of pay or benefits prior to the matter being adjudicated by an independent arbitrator in accord with the expedited arbitration rules contained herein.

20.1.4 Notwithstanding the provisions of 20.1.3 above, if a request for relief is pursued in another forum in a case involving termination of employment or suspension without pay, nothing in this Agreement shall otherwise require continued payment of compensation to the Grievant pending final resolution of the matter.

20.1.5 No member of the bargaining unit shall be subject to reprisal for participating in the Grievance Procedure or in the resolution of a grievance.

20.2 Definitions

20.2.1 A grievance is defined as a written complaint alleging a violation of a provision(s) of this Agreement. A grievance may be initiated by a member or a group of members of the bargaining unit or by the Association.

20.2.2 The Grievant is the person, persons, or Association making the claim.

20.2.3 A grievance is considered to be formally filed when it is submitted to Step One of this procedure.

20.3 Informal Consultations

20.3.1 It is expected that a bargaining unit member will discuss his or her concern(s) with the person(s) alleged to have violated this agreement, and with any other appropriate parties, prior to submitting a formal written Step One grievance.

20.4 Step One: Initial Meeting

20.4.1 The Association, on behalf of the Grievant, shall submit a formal written grievance against the Dean (which states the basis of the grievance, the provision of this Agreement or any written USNH/UNH policy or Past Practice alleged to have been
violated, and the remedy sought, along with any documents supporting the complaint) to the UNH Contract Administrator.

20.4.2 The request for the Step One meeting must be made in writing, by the Association, and should be made as promptly as possible, but in no case shall it be made more than thirty (30) calendar days after the Grievant has become aware, or reasonably should have become aware, of the alleged violation(s). The parties will have fourteen (14) business days to schedule and complete the Step One meeting.

20.4.3 The Step One meeting will include the Grievant(s), a representative of the Association, the UNH Contract Administrator, the Law School Dean and/or other members of the administration who have the authority to resolve the issue presented.

20.4.4 The Administration will have fourteen (14) business days from the Step One meeting to respond in writing to the Grievant and the Association. If this deadline is not met, the grievance shall be deemed unresolved, and the Association may proceed to Step Two.

20.4.5 If the parties are able to reach a consensus for the resolution of the grievance, the terms of that resolution, including any remedy agreed upon, will be implemented promptly and in good faith by all parties.

20.5 Step Two: UNH Provost Review

20.5.1 If after the Step One efforts have been exhausted, but no later than fourteen (14) business days after receipt by the Association of the Step One written response, the grievance remains unresolved to the satisfaction of the Association, the Association shall submit a formal request to the UNH Contract Administrator for Step Two review by the UNH Provost. The parties will have fourteen (14) business days to schedule and complete the Step Two meeting.

20.5.2 The Step Two meeting will include the Grievant(s), a representative of the Association, the UNH Contract Administrator, the Law School Dean (or his/her designee), and the Provost (or his/her designee). All parties will make available to the others all relevant documents and other evidence bearing upon the grievance.

20.5.3 The Administration will have fourteen (14) business days from the Step Two meeting to resolve the grievance presented and respond in writing to the Grievant and the Association. If these deadlines are not met, the grievance shall be deemed unresolved, and the Association may proceed to Step Three.

20.5.4 If the parties are able to reach a consensus for the resolution of the grievance, the terms of that resolution, including any remedy agreed upon, will be implemented promptly and in good faith by all parties.

20.6 Step Three: Arbitration

20.6.1 If after the Step Two efforts have been exhausted, but no later than fourteen (14) business days after receipt by the Association of the written response, the grievance
remains unresolved to the satisfaction of the Association, the Association, at its sole discretion, may proceed to final and binding arbitration to resolve the grievance. The Association and UNH will share equally in the costs of the arbitrator, including per diem expenses, if any, as well as actual travel and subsistence expenses.

20.6.2 The Administration and the Association will first endeavor to agree on an arbitrator. Either Party may submit names of suggested arbitrators to the other Party. If an arbitrator is not selected by mutual agreement, the arbitrator will be selected through the procedures of the American Arbitration Association. A decision on whether to mutually agree on an arbitrator or to select an arbitrator through the American Arbitration Association shall be made within ten (10) business days after the initiation of Step Three, and the Arbitrator will be selected no later than twenty-one (21) calendar days after the initiation of Step Three.

20.6.3 The parties will cooperate fully with the arbitrator in making available the evidence he or she requires to affect a resolution of the grievance.

20.6.4 Unless there is mutual agreement by all parties to modify the scope of the hearing, the issue to be addressed by the arbitrator shall be restricted to the essence of the alleged violation which was the subject of Step Two of the Grievance Procedure. In the event that the arbitrator makes an award, the decision of the arbitrator will be restricted to whether or not there has occurred a violation of the Agreement, Past Practice not superseded by the Agreement, or any written USNH/UNH policy. The remedy may not exceed making the Grievant whole. The arbitrator shall have the authority to decide the relevance of documentary evidence and/or testimony.

20.6.5 A decision of the arbitrator on any issue properly before him or her shall be final and binding upon the University, the University System, the Association, and all affected Law Faculty. The arbitrator's decision-making authority shall be limited to determining whether the provision(s) of this Agreement, any written USNH/UNH policy or Past Practice have been violated, misinterpreted or misapplied. The arbitrator shall not have the authority to add to, amend, modify, nullify or ignore in any way the provision(s) of this Agreement, and shall not make an award which would, in effect, grant the Law Faculty or the University any right or benefit which was not achieved through the negotiation process.

20.6.6 The decision of the Arbitrator, within the limits described above, shall be final except that within thirty (30) calendar days after the issuance of a decision by the Arbitrator either party may appeal the decision to the Superior Court. Any appeal shall be limited in scope and basis to that prescribed by Law or precedent, and both parties recognize that nothing this Agreement is intended to limit the rights set forth in RSA 542:1 or other legislation to proceed with such appeal.
20.6.7 Expedited Arbitration

20.6.7.1 This expedited process is available for the circumstances set forth in the Termination Article where a bargaining unit member is to be terminated or suspended without pay.

20.6.7.2 Simultaneous with the filing of the formal written grievance, a demand for arbitration shall be filed with written notice to the UNH Contract Administrator. The demand for arbitration shall also include at a minimum, the names of three (3) proposed arbitrators agreeable to the Association. Within three (3) business days from UNH's receipt of the list of arbitrators proposed by the Association, UNH shall provide its response, and if none of the names proposed by the Association are acceptable, shall propose the names of at least two (2) arbitrators for the Association's review and consideration. The Association shall notify the UNH Contract Administrator of its position on the proposed arbitrators within three (3) business days. If there is no mutually selected arbitrator within seven (7) business days from the date UNH received the demand for arbitration, the Association will notify the American Arbitration Association (AAA) and request that AAA appoint an Arbitrator.

20.6.7.3 Upon the appointment of the Arbitrator, the parties will within seven (7) business days hold a telephonic scheduling conference with the Arbitrator for the purposes of scheduling the arbitration hearing for a minimum of two consecutive days of hearing. The arbitration hearing shall be scheduled within 30 days of the scheduling conference, and any post-hearing briefs shall be submitted within 10 days thereafter, unless there is good cause for delay as determined by the Arbitrator.

20.6.7.4 The provisions of 20.6.4, 20.6.5, and 20.6.6 above shall be applicable to an expedited arbitration under this Section. In addition, the arbitrator shall issue his/her written decision within 10 business days after the submission of the parties' post-hearing briefs and receipt of a transcription of the hearing transcript (which shall have been requested on an expedited basis), if applicable. If post-hearing briefs are waived, the decision shall be issued within 10 business days from the close of the arbitration hearing.

20.7 General Provisions

20.7.1 The time limits prescribed in this article may be extended by mutual agreement of the administration and the Association. Absent that agreement, failure by the Grievant at any step of this procedure to appeal the grievance to the next step of the procedure within the time limits specified shall be considered acceptance by the Grievant of the decision rendered at the preceding step.

20.7.2 Step 1 and/or Step 2 may be waived by mutual agreement of the administration and the Association.
20.7.3 A Grievant may withdraw his or her grievance at any point in this procedure.

20.7.4 The arbitration hearing shall be conducted according to the rules of the American Arbitration Association. All costs of arbitration shall be shared equally by the University and the Association.

**Article 21**

**DUES DEDUCTION**

21.1 UNH agrees to deduct Association Dues from all employees who are covered by this Agreement and who are Association members. Specifically, UNH agrees to send on a monthly basis the monies collected along with a report as to the names of the members, the amounts collected and the pay period(s) involved to the Treasurer of the Association.

21.2 The Association shall be responsible for notifying UNH of the correct name and address of its Treasurer.

21.3 Each member shall complete and sign a Dues Deduction card authorizing the dues deduction which shall continue from year to year unless rescinded in writing by the member. Signed Dues Deduction cards from current Association members must be received by the Association no later than sixty (60) days following the ratification of this agreement by both parties. The Association shall maintain the signed Dues Deduction cards on file.

21.4 Association members hired after the ratification of this agreement or who become members of the Association after the ratification of this agreement shall provide signed Dues Deduction cards authorizing dues deduction upon hire or becoming a member.

21.5 The Association shall provide UNH Payroll with a list, via an electronic file, of the Association members' names, UNH IDs, and exact Association Dues amounts to be withheld. Deductions will be made from each member's paycheck in the amount certified by the Association.

**Article 22**

**MEET AND DISCUSS**

22.1 The President or the President's representative shall meet periodically at a mutually agreeable time with a representative designated by the Association to discuss matters related to the administration of the Agreement. These discussions shall neither substitute for, nor circumvent, the contractual grievance procedure.

22.2 Nothing in this Agreement shall preclude the University President (or his/her representative) and the Association President (or his/her representative) from discussing any matters of mutual concern. Three (3) such meetings per academic year may be called upon the request of either party with additional meetings as mutually agreed.
Article 23
NO STRIKE OR LOCK-OUT

23.1 The Association agrees that strikes are unlawful. The Association agrees that it shall not directly or indirectly encourage, sanction, or condone any activities by members of the unit in violation of this Article. In the event of a prohibited strike, the Association agrees to use every reasonable effort to actively inform members of the unit of the illegality of such activity.

23.2 Any member of the unit who violates the provisions of this Article may be subject to discipline, including discharge.

23.3 The University System Board of Trustees agrees that it shall not lockout bargaining unit employees or engage in any other unlawful or prohibited activities.

Article 24
WAIVER

24.1 Waiver by either Party of the other’s non-performance or violations of any term or condition of this Agreement shall not constitute a waiver of any other non-performance or violation of any other term or conditions of this Agreement, or of the same non-performance or violation in the future.

24.2 However, if either party has failed to assert or exercise rights under this Agreement for a period of time likely to lead the other party or any member of the bargaining unit to have acted in reasonable reliance on that failure, it shall notify the other party of its intent to return to strict adherence to the Agreement and shall take no action substantially prejudicial to anyone who acted prior to the notice based on a reasonable reliance on that failure.

Article 25
SAVINGS

25.1 If any provision(s) of this Agreement are held to be invalid or contrary to law by a court of competent jurisdiction, an arbitrator, or the PELRB having authority over its provisions, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of the agreement will continue in full force and effect.

25.2 No later than thirty (30) calendar days after a decision rules a provision of this Agreement invalid, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.
Article 26
ENTIRE AGREEMENT

26.1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not excluded by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Article 27
DURATION

27.1 This Agreement as executed by the Parties is effective July 1, 2016 and shall remain in full force and effect through June 30, 2020 or until such time as a new Agreement is executed.
## Appendix A - Appointments

<table>
<thead>
<tr>
<th>Faculty Type</th>
<th>Classified Titles</th>
<th>Operating Titles</th>
<th>Term</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenured</td>
<td>Professor</td>
<td>Professor of Law</td>
<td>9-month, except Library</td>
<td>Eligible for summer pay for teaching and summer scholarship stipends/external research grants. Eligible for sabbatical and $2,500 academic year professional development fund. National search required to fill vacancy, except for internal promotion within faculty type. Scholarship expectation.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Professor of Law and Library Director</td>
<td>Director would be fiscal</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>year appointment.</td>
<td></td>
</tr>
<tr>
<td>Tenure Track</td>
<td>Associate Professor</td>
<td>Associate Professor of Law</td>
<td>9-month, except Library</td>
<td>Eligible for summer pay for teaching, summer scholarship stipends/external research grants if not already in contract, and $2,500 academic year professional development fund. National search required, except for internal promotion within faculty type. Scholarship expectation.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Associate Professor of Law and Library Director</td>
<td>Director would be fiscal</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Assistant Professor of Law</td>
<td>year appointment.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Assistant Professor of Law and Library Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Assistant Professor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clinical</td>
<td>Clinical Professor</td>
<td>Professor of Law</td>
<td>9 or 12-month</td>
<td>Eligible for summer pay for teaching if 9-month appointment and $2,500 academic year professional development fund. Eligible to apply for summer scholarship stipends, recognizing that preference will be given to faculty with a scholarship obligation and the Dean's decision on the applications is not grievable. National search required, except for internal promotion within faculty type. Equates to ABA 405 (c) alternative security. Appointment and term stipulated in the appointment letter. Following promotion from clinical track, five-year contracts, presumptively renewed.</td>
</tr>
<tr>
<td>(Alternative Security)</td>
<td></td>
<td>Program Director and Professor of Law</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Standard 405 (c) is directed at clinics, but the Law School elects to include in this category those with a continuing obligation to lead programs essential to the School's identity, where the leadership carries with it substantial administrative responsibility to coordinate faculty, curriculum, and external stakeholders involved in the program.
### Appendix A - Appointments

<table>
<thead>
<tr>
<th>Faculty Type</th>
<th>Classified Titles</th>
<th>Operating Titles</th>
<th>Term</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clinical</td>
<td>Clinical Associate Professor</td>
<td>Associate Professor of Law</td>
<td>9 or 12-month</td>
<td>Eligible for summer pay for teaching if 9-month appointment. Eligible for $2,500 academic year professional development fund. Eligible to apply for summer scholarship stipends, recognizing that preference will be given to faculty with a scholarship obligation and the Dean’s decision on the applications is not grievable. National search required, except for internal promotion within faculty type. Clinical Assistant Professors subject to Third Year Review after three one-year renewable appointments. Following Third Year Review, promotion to Clinical Associate Professor and appointments are three years. Eligible for alternative security after promotion to Clinical Associate Professor, with an expectation this must be attained by the end of six years in Alternative Security Track. Appointment and term stipulated in the appointment letter.</td>
</tr>
<tr>
<td></td>
<td>Clinical Assistant Professor</td>
<td>Program Director and Associate Professor of Law</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Assistant Professor of Law</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Program Director and Assistant Professor of Law</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lecturer</td>
<td>Principal Lecturer</td>
<td>Principal Lecturer and/or Professor of Legal Skills</td>
<td>9-month, except</td>
<td>One- to five-year renewable contract for teaching and duties stipulated by contract. Will have service responsibilities. Eligible for $1,500 academic year professional development fund. Eligible to apply for summer scholarship stipends, recognizing that preference will be given to faculty with a scholarship obligation and the Dean’s decision on the applications is not grievable. At least regional search, except for internal promotion within faculty type. Appointment and term stipulated in the appointment letter.</td>
</tr>
<tr>
<td></td>
<td>Senior Lecturer</td>
<td>Principal Lecturer and/or Law Librarian</td>
<td>12-month</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lecturer</td>
<td>Senior Lecturer and/or Associate Professor of Legal Skills</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Senior Lecturer and/or Associate Law Librarian</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lecturer and/or Assistant Professor of Legal Skills</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lecturer and/or Assistant Law Librarian</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Appendix B - Workload

<table>
<thead>
<tr>
<th></th>
<th>Tenured/Tenure Track AY</th>
<th>Clinic Director FY(b)</th>
<th>Program Director FY(c)</th>
<th>Program Director or Clinic Director AY</th>
<th>Lecturer Non-Librarian AY(d)</th>
<th>Lecturer Librarian FY(e)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Courses or Equivalent</strong></td>
<td>4</td>
<td>8</td>
<td>6</td>
<td>4</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td><strong>Scholarship or Obligation to Program of Legal Education (f)</strong></td>
<td>2</td>
<td>(included in clinical teaching units)</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td><strong>Service/Governance (see X.2.2)</strong></td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>8</td>
<td>10</td>
<td>10</td>
<td>8</td>
<td>8</td>
<td>10</td>
</tr>
</tbody>
</table>

(a) Typical allocation of Workload as referenced Article 9. The parties recognize that flexibility is important to meet the needs of the program of legal education and its students and that actual workload will vary depending on the circumstances in each case.

(b) Includes summer clinic offerings (basic clinic and advanced clinic).

(c) Expectation of two units of work over the summer.

(d) For legal writing and graduate skills courses, 6 units of teaching will be credited for up to 36 students per semester for two semesters a year. Typically, this will be accomplished in two sections per semester, but at the request of the faculty member three sections may be offered to reduce the number of students in each section.

(e) Fiscal Year appointments, includes 2 units for professional practice as defined in Article 9.5.1.1 during the summer.

(f) "Obligation to program of legal education” means the time and effort required to adequately supervise and manage the assigned program or clinic as defined in Article 9.4.3.
IN WITNESS THEREOF, THE Board of Trustees has caused this instrument to be signed and sealed by its duly authorized representatives in August, 2017, and the Association likewise has caused this instrument to be signed by its duly authorized representatives in August, 2017.

University of New Hampshire
Law Faculty Union

By
Christopher Frerking
Professor of Law
Chief Negotiator
President, Law Faculty Union

By
Amy Vorenberg
Professor of Law
Member, Negotiating Team
Law Faculty Union

By
Marcus Hurn
Professor of Law
Member, Negotiating Team
Law Faculty Union

University System of New Hampshire
University of New Hampshire

By
Mark Huddleston
President
University of New Hampshire

By
Nancy Targett
Provost
University of New Hampshire

By
Candace Corvey
Chief Negotiator
University of New Hampshire