

A Comparative Analysis of Adjunct Faculty Collective Bargaining Agreements

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We present information from an examination of 25 adjunct faculty collective bargaining agreements spanning a variety of different types of institutions. We examine issues related to employment security, benefits, seniority, payment for cancelled classes, evaluation and just cause discharge. While modest salary increases have been achieved, the key issue of job security, although addressed in the agreements, in practice is not addressed in a manner that provides an effective means by which adjunct faculty can achieve such security.

Keywords: adjunct faculty, union, collective bargaining

INTRODUCTION

One of the major trends in employment in higher education has been the growing use of contingent faculty among instructors. While some of these instructors are full-time employees who are not tenured and are not on a tenure track, the large majority are part-time or adjunct faculty. By some counts, 70% of faculty are now contingent and 40% are adjuncts, although this may overstate the percentage of course offerings provided by adjuncts and other contingent faculty (Douglas-Gabrielle, 2019).

The growing use of adjunct faculty is usually attributed to the need (desire?) to reduce costs in an environment in which many political and social as well as economic factors mitigate against significant increases in tuition (Hochner, 2018, p.73). Some of the literature rejects the financial justification for the growing reliance on adjunct faculty. For example, Ramirez asserts that, "...we live in an age of manufactured austerity," and that is all just part of an ongoing attempt to weaken the academic labor market, especially the part-time academic labor market (Ramirez, 2018, pp. 5-6). Less often discussed but also significant is the impact of the end of mandatory retirement for tenured college professors in 1994. This not only led to many professors working longer, but also made it riskier to hire tenure-track professors since the *de facto* commitment being made to them is now longer and less certain (Douglas-Gabrielle, 2019).

Related to the growing employment of adjunct faculty has been a growing trend among those faculty to unionize. That trend has been evident in a variety of types of colleges and universities. Adjuncts have unionized in both public and private institutions, in two-year and four-year colleges, in research

universities and teaching colleges. In some cases, they have established their own bargaining units and in others they have joined bargaining units with full-time, tenure-track, and tenured faculty.

This paper will look at the growing literature that seeks to analyze adjunct faculty unionization. It will then examine a series of adjunct faculty collective bargaining agreements spanning a variety of different types of institutions. In particular, we examine issues related to employment security, fringe benefits, seniority, payment for cancelled classes, evaluation and just cause discharge. Finally, we shall try to reach conclusions about the impact of collective bargaining on adjunct faculty.

LITERATURE

There is a rapidly growing literature on unionization and collective bargaining among adjunct faculty. That literature addresses, *inter alia*, the work conditions that have led to unionization, legal issues related to unionization and bargaining, and union organizing campaigns. It also addresses differing legal frameworks for different kinds of institutions, e.g. public versus private and religious versus secular. There is widespread acknowledgement in the literature that adjunct faculty are, on average, treated poorly or even exploited. The term “academic sweatshops” has even been used (Angulo, 2018, p.19).

With regard to working conditions, Kezar and DePaola (2018) have considered how these issues have led adjuncts increasingly to choose unionization. In particular they have focused on the different kinds of adjunct faculty members and how different issues (e.g. pay levels, employment security and notice of class cancellation) affect them (pp.30-35).

A number of unions have become involved in organizing or attempting to organize adjunct faculty members. These include the American Association of University Professors, the American Federation of Teachers, the Service Employees International Union, and the United Auto Workers. There have also been attempts at national coordination and attempts to create codes of employment practice for institutions (Angulo, 2018, p.18).

To a considerable extent, the legal issues involved in adjunct faculty unionization are simpler than they are for full-time faculty, where for private colleges and universities, the Yeshiva decision (which concluded that at many institutions faculty are “managers”) has denied those employees any legally protected right to unionize (Metchick & Singh, 2004; Saltzman, 2018, pp.70-73). The notion that adjunct faculty are managerial is so far-fetched that it seems never to have been considered, although it has been considered (and rejected) for full-time contingent faculty (Saltzman, 2018, p.71). At public institutions, legal status typically depends on state law and there is a great deal of variation in state laws on the topic of the right to organize. (Saltzman, 2018, pp.74-75).

The right of private sector adjuncts to unionize is complicated at religiously affiliated institutions, in particular those affiliated with the Catholic Church. Not all such institutions have asserted a religious freedom argument against permitting unionization of their faculty, but a considerable number have (Kirby & Donn, 2017). In 1979, the Supreme Court ruled that the National Labor Relations Board cannot assert jurisdiction over lay faculty at religious schools where that seems to pose a significant threat to first amendment rights to religious liberty (Herbert, 2016, p.10). However, like so many court decisions, this one seemed to raise at least as many questions as it answered. This argument remains unresolved except in broad terms that leave the implications for particular institutions unclear although it seems clear that the National Labor Relations Board will not protect unionization and bargaining rights of adjunct faculty who teach theology or religion at religiously affiliated institutions where the institution objects (Saltzman, 2018, pp.72-73).

Our paper focuses on what is actually in the contracts negotiated by the unions that represent adjunct faculty. There is less literature on this topic although it is becoming the focus of more interest. For example, the *Chronicle of Higher Education* has published an article with a title that asks the question, “Do Unions Help Adjuncts?” (Edwards & Tolley, 2018). That article reported on an examination of the content of collective bargaining agreements. They found salary increases in all of the agreements and report that those increases often were far larger than the pay increases being received by full-time faculty

members. They also concluded that most of the agreements involved increases in the fringe benefits available to adjunct faculty members, often involving health insurance and retirement.

Edwards and Tolley (2018) also found improvements in job security in almost all of the agreements. They found some payment in cases where classes were cancelled and access to faculty development funds. They also concluded that adjunct faculty members had gained improvements in academic freedom. Overall, they conclude that, “Despite these noteworthy gains, three goals remain elusive: attaining true parity in salary and benefits with tenure-line faculty, obtaining meaningful participation in shared governance and halting the increasing overreliance on gig labor in higher education.” Indeed, they stated that few of the collective bargaining agreements they examined mentioned shared governance at all. They note that most part-time faculty would prefer to work full-time and cite a 2015 survey to this effect (Flaherty, 2015). However, they also note that there are part-time faculty who oppose increasing the number of full-time positions because they understand it would reduce the amount of part-time work.

Some of the literature addresses the issue of the growth and the exploitation of adjunct faculty in terms of the impact on students. Thus, Kezar and DiPaola note that many commentators have adopted the slogan that “faculty working conditions are student learning conditions.” (2018, p.33). These authors talk about how low pay requires adjuncts to teach a large number of courses in a given semester, often at several institutions, so they are not around to interact with students outside of the classroom. In addition, the need to prepare several classes and to travel among institutions and to meet the requirements and expectations of several institutions often leaves adjuncts with very little time to do more than the minimum.

Kezar and DiPaola (2018) argue that, in the absence of unions and collective bargaining, many institutions simply didn’t develop policies for adjunct employment at all. They attribute this in part to the diversity of reasons that people teach as adjunct faculty. For example, the adjunct faculty members may have full time jobs and just want to teach a course, or be graduate students working on skill development, or be unable to secure full time employment and thus are cobbling together a living by teaching part-time at a number of institutions.

In some instances, unions have sought to engage in adjunct organizing campaigns across whole regions or metropolitan areas. One particular example was a campaign conducted by the Service Employees International Union in the St. Louis, Missouri metropolitan area. The campaign sought to include adjuncts at private and public institutions, at junior colleges, teaching colleges and four-year universities (Ramirez, 2018, pp.6-11). Ramirez reports that adjuncts at schools that eventually negotiated agreements found “measurable” improvement in working conditions (p.10).

ANALYSIS OF AGREEMENTS

We have examined a convenience sample of 25 collective bargaining agreements covering adjunct faculty members and those agreements were read in full. We selected agreements that represented 2 year, primarily 4 year, and doctoral institutions, and some that were small, some medium and some large. We also looked at both private and public institutions (See Appendix). We have focused on a particular set of issues because those are matters that have been discussed as ways in which part-time faculty are particularly disadvantaged or abused or there are data to indicate that adjunct faculty see them as high priorities (Ramirez, 2018; Kezar & DiPaolo, 2018).

Thus, we have looked at job security and just cause termination because adjunct faculty have often cited the precariousness of their employment as a problem and as a reason for support for unionization. At some institutions, they have also complained that they sometimes prepare a class only to have it cancelled just before (or even after) the start of the semester (usually due to low enrollments) and have received little or no compensation for the preparatory work they have done. Accordingly, we have examined provisions that address compensation for the cancellation of classes. Similarly, adjunct faculty have noted their comparatively lower levels of pay and lack of access to fringe benefits. Therefore, we have examined the information about pay and the types of benefits that were offered, with special attention to insurance, tuition benefits, and retirement.

Common Threads

Some features of adjunct collective bargaining agreements were common across nearly all of institutions we examined. Those included contract provisions dealing with access to development resources, compensation and pay differentials based on degree level and seniority, payment for cancelled classes, course assignment and just cause discharge.

Development resources were available at 21 of 25 of these institutions. These provisions allow adjunct faculty to apply for support for professional development from funds dedicated to only the part-time faculty with varied levels of funding for that support across institutions.

With regard to compensation, in the overwhelming majority of instances, it seems clear that collective bargaining agreements have increased pay. In addition, most, 21 of 25 contracts we evaluated, provided for additional increases over the life the agreement. Most of the institutions (22 of 25) had set specific salaries that depended on whether the adjunct faculty members had higher/terminal degrees and/or had been at the institution for longer periods of time (The other three had set levels of pay that increased across the life of the contract with no such distinctions indicated). Not surprisingly, there are differences in the range of those salaries among those institutions that are two year, public four+ year, and private four+ year schools (See Table 1).

TABLE 1
RANGE OF SALARY PER COURSE BY INSTITUTION TYPE

Institution Type	Ranges of Normal Minimum per 3 credit course by contract end*
Public CC	\$2001-\$2790
Public 4-year+	\$2957-\$4425
Private 4-year+	\$3099-\$7300
	*Institutions with multiple colleges may have varied pay scales; specialized courses/labs not considered.

Most of the agreements provide for payment for classes that are assigned to adjunct faculty that are cancelled, at least with some certain conditions. Only 3 of these 25 institutions did not provide for some type of compensation if a course was cancelled after an appointment was made. Often these conditions involve cancellation with relatively little notice where presumably the faculty member will already have done some work in preparation. In some cases, the cancellation may happen after the term has already begun. In most cases, the payment for cancelled classes is relatively small and might even be considered symbolic in nature (See Table 2).

TABLE 2
COURSE CANCELLATION COMPENSATION

PRIVATE SCHOOLS	Course Cancellation Compensation
Brandeis U.	w/in 30 days of start (7 summer)-20%; Unless multiyear contract (100%)
Champlain C.	\$1000 w/signed contract
Fordham U.	w/in 14 days of start \$900+ per day pro rata after start; If guaranteed #courses (50%)
Georgetown U.	w/in 21 days of start - \$300 + per day pro rata after start
Lesley U.	w/in 3 wks of sem. or 2 wks of term - 15%
Maryland Institute of Art	w/in 21 days of start - \$300 + per day pro rata after start
Northeastern U.	w/in 7 days of start - 15%; If category requires 'good faith consideration', may get full pay
NYU	20% + pro rata after start
St. Louis U	w/in 14 days of start - 10% up to a max. of \$500 + per day pro rata after start
U. of San Francisco	w/in 25 days (Fall), 14 days (Spring), 7 days (Summer) of start - 10%
American U.	none mentioned
George Washington U.	w/in 21 days (semesters) or 10 days (summer) - 20%
Le Moyne C.	w/in 2 wks of start - \$375 + pro rata after start
Tufts	\$750; Unless on 3 yr contract (full comp. guaranteed for # courses in contract)
Washington U.	w/in 7 days of start - \$250 per credit (\$750 limit) + pro rata after start
Pace	If after start - 10% (typical approach - some exceptions)
PUBLIC SCHOOLS	
Eastern Michigan U	none mentioned
U. Mass. Lowell	none mentioned
Wayne State U	w/in 1 wk of start - 10% or 15% depending on rank. After start - 25%
Raritan Valley CC	w/in 2 wks before or after start - \$200
Allegheny County CC	w/in 7 days of start - priority status for assignment next term.
City of Chicago/SYSTEM	w/in 5 days of start - \$200 OR if developed new course at Uni request - \$400 (not both)
Chemeketa CC	w/in 7 days or less - 3 hours lecture rate paid. After - 2 hours at lecture rate plus pro rata
New Hamp./Keene State	After 7/15 (Fall), 12/1 (Spring) - 20%. After start - highest of 20% or 1st biweekly check
New Jersey/SYSTEM	w/in 2 wks of start - 1/2 of 1 credit hour pay; after start - 1 credit hour pay

The collective bargaining agreements consistently prohibit arbitrary termination by requiring just cause for discharge. However, these provisions must be interpreted in the context of the contractual language with regard to appointment and reappointment.

Virtually all contracts allow the institution to make course assignments with little or no recourse. The institution has the option of not re-hiring the faculty member for many reasons. For example, the contract covering the State of New Jersey specifically makes such assignments not subject to the grievance procedure and calls the decision a matter of academic judgement and managerial prerogative. The most common language obliges the college to give “good faith consideration” to part-time faculty members who have already taught the same course successfully from several to many times. Le Moyne College and

Eastern Michigan University require that courses available for adjunct faculty be posted internally (where existing adjuncts can see them) before being advertised externally. Nonetheless, most allow displacement for a whole series of reasons including allowing replacement by more qualified people or by a full-time faculty member. One agreement specifically allows replacement by spousal hires and another specifically allows replacement by diversity hires. One of the Jesuit institutions specifically allows replacement for Jesuit hires. In some cases (particularly Fordham) the appointment of an adjunct can be terminated for any reason. Typical contract language allows for assignment of courses to full-time people, due to changes in a department or program, or the curriculum, due to a need for a reduced number of courses, when the institution has found a better qualified new adjunct, or for financial exigency. Such decisions not to reappoint are not considered “termination” under most contracts. Thus, if an institution wishes to get rid of an adjunct faculty member it may be able to do so easily despite language requiring “just cause” for termination. They simply choose not to reappoint.

Although many contracts do not mention seniority, most have a measure of length of service as a factor used to decide on course assignments or other issues. For example, they may consider the number of courses and/or the number of semesters taught by the adjunct faculty member. This is quite commonly done for assignment of classes, often for eligibility for longer-contracts, and occasionally for decisions about layoffs, or in determining which adjuncts have the right to try to remediate unsatisfactory elements on evaluations. At Raritan Community College seniority is used to gain promotion among the ranks of adjunct faculty. Frequently where seniority is used to help determine who gets to teach a particular course, it is one of seven, eight or nine criteria. Often at best, it is the deciding factor when the other six, seven or eight criteria are viewed as equal.

Most adjunct faculty members are employed only by the course/semester or sometimes by the year, with infrequent examples of multi-year contracts. Even where adjuncts get longer term appointments, typically they are specifically prohibited from any entitlement to any guaranteed number of courses. In the contracts we evaluated, 15 of the 25 have specific language regarding appointment for 1 academic year or more and one (Le Moyne College) requires a specified number of 1-year contracts by academic department. Keene State does not allow 1-year contracts until after 20 semesters have been taught.

This all relates as well to the issue of academic freedom. Many of the collective bargaining agreements negotiated on behalf of adjunct faculty contain “guarantees” of academic freedom for part-time faculty. However, it is doubtful how much these guarantees are worth (Buchanan, Clark, & Rawls, 2018). As Buchanan et al. have noted, “Departments and universities have the option of non-renewal of adjunct contracts at any time without stating a reason. Thus, whereas their universities might claim that part-time faculty have academic freedom, without protection for job security or institutional support should their teaching methods, statements, and use of particular readings or texts generate controversy, this is essentially meaningless.” (p. 24).

Notable Differences

Tuition Benefits

Only 14 of the 25 contracts have some type of provision of a tuition benefit, always conditional upon there being space in a course. Eleven had no specific mention of tuition benefit, and 8 of the 14 require that this benefit apply only to the adjunct faculty member rather than being transferable to a family member. Most institutions require that the faculty member has taught from only one semester to six terms in order to get the benefit. Two required that the adjunct faculty member had a one-year contract to be eligible. In one unusual case, Eastern Michigan University provided a 100% benefit for two courses a term if teaching two courses, 50% for family, but had the extraordinary condition that if the person got less than a ‘pass’ or ‘C’ for an undergraduate course or a ‘B’ for a grad course that they had to repay the tuition.

Evaluation

One of the problems in adjunct working conditions is that many institutions had little or no formal program of evaluation. To the extent they did, often it consisted simply of student course evaluations, a

measure that has proved to lack validity (Lawrence, 2018) and be unrelated to student learning (Uttl, White, & Gonzalez, 2017). Thus, adjuncts are often incentivized to keep students happy and avoid complaints and low student evaluations. The negative impact of such motivations is widely understood.

Accordingly, creating formal evaluation systems for adjunct faculty has apparently been a higher priority in a few institutions. These systems often mandate class visits by department chairs or other full-time faculty as well as an examination of syllabi, assignments, etc.

SUMMARY AND CONCLUSIONS

One of the difficult issues for colleges and universities in dealing with adjunct faculty is that they teach for such a wide variety of reasons (Kezar & DiPaola, 2018). The traditional view by college administrators was that adjuncts teach in order just to keep professionally active while working full-time elsewhere or to supplement an already sufficient family income and keep busy. Others teach to acquire teaching experience and supplement their incomes as they work on their doctoral dissertations. So, whether they believe it or not, college administrators often say, and even more often act, on the assumption, that adjuncts are teaching “for the love of it.” (Douglas-Gabrielle, 2019). It is indeed true that many adjuncts teach for these and other reasons that make income and benefits secondary considerations. Many adjuncts who teach for these and related reasons have parents or spouses who are able to provide benefits such as health insurance. Some have spouses or partners with retirement plans that are more than adequate for the adjunct faculty member as well.

However, it is also true that many or most adjuncts need the income they earn, either to supplement family incomes or because they are primary household income earners. In addition, of course, as the labor market for academics has become more challenging, many who had hoped to find full-time, even tenure-track, positions have lost hope of finding such positions and face a work-life of teaching as an adjunct. Clearly many adjuncts teach for these and other reasons that make income and benefits primary considerations. Data from a 2014 survey found that a very large majority of adjuncts teach at more than one college and that many teach at three or four different colleges which suggests that a majority of adjuncts rely on the income they make from teaching (Douglas-Gabrielle, 2019). This is above and beyond the desire many or most adjuncts have to be treated by their employing institutions with respect and consideration.

The shift in the workforce as adjuncts have become an increasingly important part of the academic labor force, has been crucial to the rise of adjunct unionization. Our examination of this sample of collective bargaining agreements indicates that adjunct unionization results in some modest salary gains and access to development resources. We also saw that for some, unionization leads to access to course cancellation pay, tuition benefits, insurance, and retirement plan participation. However, while we saw that some adjunct faculty may achieve longer term appointments, there is no real job security. Nonetheless, as the number of adjuncts who depend on these positions for their economic well-being has grown, so has the number who are willing to pay union dues and devote time to building a union organization. When the majority of adjuncts were less concerned with the pay and benefits of their academic jobs, they had far less reason to pay union dues. Indeed, there is evidence that adjunct faculty members vote for unions in NLRB elections at significantly higher rates than has historically been true of most other workers and thus unions seeking to represent adjunct faculty win more such elections than the average by a considerable margin (Herbert, 2016 & Ramirez, 2018).

Our examination indicates that unionization and collective bargaining have improved pay, benefits, and general working conditions for adjunct faculty members. However, these improvements have been limited and certainly have not changed the contingent nature of adjunct faculty employment.

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APPENDIX

COLLECTIVE BARGAINING AGREEMENTS REVIEWED

School	Private/Public	Size & Setting	Carnegie Classification
Brandeis University	Private	4+, medium, highly res	Doctoral, Very High research
Champlain College	Private	4+, medium, primarily res	Masters C&U, larger programs
Fordham University	Private	4+, large, primarily res	Doctoral, High research
Georgetown University	Private	4+, large, highly res	Doctoral, Very High research
Lesley University	Private	4+, medium, primarily res	Doctoral/Professional University
Maryland Institute College of Art	Private	4 year, small, highly res	Special Focus 4-year - Arts, Music and Design Schools
Northeastern University	Private	4+, large, highly res	Doctoral, Very High research
NYU	Private	4+, large, highly res	Doctoral, Very High research
St. Louis University	Private	4+, large, primarily res	Doctoral, High research
University of San Francisco	Private	4+, large, primarily res	Doctoral/Professional University
American University	Private	4+, large, highly res	Doctoral, High research
George Washington University	Private	4+, large, highly res	Doctoral, Very High research
Le Moyne College	Private	4+, small, highly res	Masters C&U, larger programs
Tufts	Private	4+, large, highly res	Doctoral, Very High research
Washington University	Private	4+, large, highly res	Doctoral, Very High research
Pace	Private	4+, large, highly res	Doctoral/Professional University
Eastern Michigan University	Public	4+, large, primarily res	Doctoral, High research
University Mass. Lowell	Public	4+, large, primarily res	Doctoral, High research
Wayne State University	Public	4+, large, primarily nonres	Doctoral, Very High research
Raritan Valley CC	Public	2, medium	Assoc.: Mixed/Transfer/Career Tech-High Trad
Allegheny County CC	Public	2, large	Assoc.: Mixed/Transfer/Career Tech-Mixed Trad/Nontrad
City Colleges of Chicago/SYSTEM	Public	Various [n=7]	Assoc. College: various

Chemeketa CC	Public	2, large	Assoc.: Mixed/Transfer/Career Tech- Mixed Trad/Nontrad
New Hampshire- Keene State College	Public	[4 yr, med, highly res]	Baccalaureate Colleges: Diverse Fields
New Jersey /SYSTEM	Public	Various [n=8]	Various