

COLLECTIVE

COLLECTIVE BARGAINING AGREEMENT
between
USNH Board of Trustees
Keene State College
and
Keene State College Education Association
July 1, 2021- June 30, 2025

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PREAMBLE

This Agreement between the Board of Trustees of the University System of New Hampshire for Keene State College (hereinafter called the “College”) and the Keene State College Education Association, an affiliate of the National Education Association of New Hampshire (hereinafter called the “Association” or “KSCEA”) is made and entered into on December 16, 2021, to set forth

The College recognizes the Association as the exclusive bargaining representative for all full- time faculty members and librarians employed at Keene State College pursuant to the Public Employees Labor Relations Board's order of certification in *University System of New Hampshire, Keene State College, and Keene State College Education Association, Affiliated with NEA/NH*, Case No. U-601, February 23, 1978.

- A. **Faculty Member** Any member of the bargaining unit except where otherwise limited.
- B. **KSCEA or Association** The Keene State College Education Association, affiliated with the National Education Association (NEA) of New Hampshire, its officers and agents.
- C. **College**

The parties agree that all the rights and responsibilities of the College which have not been specifically

Article IV
ACADEMIC FREEDOM

The parties agree to abide by the 1940 AAUP Statement of Principles on Academic Freedom and Tenure. These principles can be summarized as follows:

- A. It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching, research, and publication. The College cannot fulfill its purpose of transmitting, evaluating, and extending knowledge if it requires conformity with any orthodoxy of content and/or method.
- B. In the exercise of this freedom, the faculty member may discuss their own subject in the classroom; s/he may not, however, claim as their right the privilege of discussing in his/her classroom controversial matter which has no relation to their subject. The College is obligated to protect and defend faculty members from pressure and harassment connected with their academic and scholarly work.
- C. In their role as citizen, every faculty member has the same freedoms as other citizens. However, in their extramural utterances they have an obligation to make every effort to indicate that they are not institutional spokespersons.
- D. Nothing herein shall be construed as an abridgment of rights guaranteed to the individual faculty member by the Constitution of the United States or the State of New Hampshire.

7. Any reference

- c. The Grievant, the KSCEA and the College have the responsibility to provide to the conciliation group documents which can be reasonably expected to contain evidence bearing on the case or which can be reasonably expected to lead to the discovery of such evidence. The college will coordinate the acquisition of such documents and prior to the initial meeting of the conciliation group, if possible. All documents shall be provided within fourteen (14) days after the initial meeting of the conciliation group. Additional relevant evidence not introduced at this Step may be introduced at Step Three.
- d. The conciliation group will meet to review the grievance and attempt to fashion a mutually acceptable resolution. The meetings shall be non-adversarial and each party will extend serious consideration to the views of the other parties. All parties will make available to the others all relevant documents and other evidence bearing upon the grievance.
- e. If the parties are able to reach consensus for the resolution of the grievance, the terms of that resolution, including any remedy agreed upon, will be recorded in writing and will be implemented promptly and in good faith by all parties. If consensus cannot be reached, this will be documented in writing.
 - i. Any resolution reached at this stage of the procedure will be non-precedent setting (except as noted in G.3.e.ii. below) and may not be cited by either party in arbitration as the basis for the resolution of any problem or grievance which may arise thereafter.
 - ii. In the event both the KSCEA and the College agree that the resolution reached at this stage resolves a continuing or recurring issue in a mutually satisfactory way, they may certify in writing that the resolution will be precedent-setting.

4. Step Three - Arbitration

- a. Any grievance which has not been satisfactorily adjusted under the Grievance Procedure may be submitted for settlement under the Arbitration provisions of this Article.
- b. An appropriate grievance as specified in Section B of this Article may be brought to arbitration

serve as the administrator for the parties. If no selection can be made within such ten (10) day period, then either party may request lists from the American Arbitration Association, and selections shall be made in accordance with the Rules of that Association.

- ii. If the College contends at the hearing that the grievance under consideration does not raise an arbitrable issue, and the College has explained its position to the Association at least thirty (30) calendar days prior to the hearing, the Arbitrator or the Board of Arbitration shall first hear and determine separately in accordance with paragraph (d) below, the question of whether an arbitrable issue has been presented. If the Arbitrator or a Board of Arbitration decides that the issue or issues are arbitrable, then the Arbitrator or Board shall have the authority to further hear and determine the merits of the grievance.
- iii. Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- iv. When a Board of Arbitration is used, the decision of a majority of the Board shall be the decision of the Board of Arbitration. Neither the Arbitrator nor any Arbitration Board shall have the power to add to, subtract from, modify, or disregard any of the provisions of this Agreement, nor shall the Arbitrator or Board of Arbitration have the authority to modify or amend the Agreement.

A. A personnel file exists as a record of an individual's personnel history, achievements, and contributions to the institution. The uses to which this file is put are important to the faculty member as well as the System. For this reason, personnel files are highly personal and confidential records, and it is important for the faculty member to know what is in their file. Authorized personnel and the faculty member determine the content of these files and both may be users of them. ("Authorized personnel" includes those designated by the institution and by the University System.)

B.

- F. Medical records, including mental health records, shall not be part of the employee's regular personnel file. Review of medical records, including mental health records, shall be limited to the necessary benefit administration personnel and the Provost. Any other access shall be only with prior approval of the employee and/or in accordance with Section D of the Article.
- G. No part of this policy shall be in violation of RSA 91-~~pa~~ ~~Di~~diacco

The evaluation of the professional activities of all faculty in a public institution of higher education is essential for the maintenance of academic and professional standards of excellence. The purpose of faculty evaluations shall be to enhance the improvement of individual professional performance and to provide a basis for various personnel decisions. The parties have created guidelines for promotion and tenure and recommendations for promotion and tenure files. These are included in the KSC Faculty Handbook.

A comprehensive system for faculty evaluation effectively considers materials from students, peers, the immediate academic supervisor and from the faculty member themselves.

Faculty evaluations will include: A performance evaluation process for the purpose of professional improvement and contract renewal, and an evaluation process for promotion and tenure. Performance evaluation and recommendations for tenure and promotion in rank will be based on consideration of the following criteria:

1. ***Teaching Effectiveness:*** In a liberal arts college, teaching is the most important of faculty responsibilities and occurs in a multiplicity of formal and informal settings and models including lecture, seminar, internships, and independent studies. Faculty will provide high quality instruction in class, laboratory, studio and other settings, as evidenced by instructional materials and practices, through peer review and student evaluations.
2. ***Scholarship (Scholarship may include relevant professional activity):*** Scholarship can be manifested in many ways, including publication, presentation, and performance. Professional activity often applies theory to practice or may involve work with professional associations. A common thread that runs through these criteria is that the work meets a standard of quality as determined by professional peers.

4. *When itemized in a letter of appointment, professional and/or administrative*

meet with the faculty member at the end of the first semester to informally review the faculty member's performance during the first semester.

- b. DPEC reports shall have developmental and evaluative goals. Clear statements assessing progress toward promotion and tenure serve the best interests of both the faculty member and the College. DPEC may recommend non-renewal.
- c. A DPEC report should be substantive and specific in addressing the faculty member's performance. In performance evaluations, as opposed to tenure and promotion evaluations, an important goal is faculty development; therefore, documented weaknesses should be accompanied by suggestions for improvement. A DPEC report will follow the template published with DPEC guidelines in the Faculty Handbook.
- d. The faculty member being evaluated will sign the DPEC report to indicate awareness of the content. The faculty member shall be provided a copy of, and have the opportunity to respond to, any material used in DPEC deliberations that they did not submit. To the extent that the faculty member disagrees with the DPEC report they may attach a p(T022)6 (d i)nd

faculty member.

11. Performance Evaluations for Tenured Faculty

Tenured faculty applying for promotion must have been evaluated twice, once within the last two (2) years prior to promotion.

- a. By June 15 of each academic year, all tenured Professors are required to submit the Annual Information and Self-Evaluation Report to their Dean which shall become a part of the tenured Professor's personnel file. The guidelines for this Report are located in the KSC Faculty Handbook.

The Dean will provide a written response to the Report by August 1, following receipt.

For tenured professors, every five (5) years, the Dean shall determine whether or not to proceed with a DPEC evaluation of the faculty member. The Dean's decision as to whether or not to evaluate the faculty member is not grievable. If the Dean is going to exercise their discretion to evaluate, they must inform the faculty member no later than September 1 of the year of the review, with a rationale as to why they are undertaking an evaluation. If the Dean decides not to undertake such an evaluation in the fifth year, they may choose to do so in any subsequent year. Once such a review is completed, and if the faculty member is retained, the next time for considering an evaluation will be five (5) years.

- b. Subsequent to promotion to Professor, faculty members shall write a reflective plan that includes a plan for their continued development in teaching, service and scholarship. This plan, which shall be completed within the first year after promotion to Professor will be submitted to the dean. The plan will be referenced and updated in subsequent evaluations.
- c. Tenured faculty who are to be reviewed will be reviewed in the fall semester.

11. The following departments shall be recognized for the purpose of peer evaluation, including the establishment of guidelines and assignment of Chairs.

<i>Art</i>	<i>Human Performance and Movement Science</i>
<i>Biology</i>	<i>Library</i>

<i>Chemistry</i>	<i>Business Management</i>
<i>Communication and Philosophy</i>	<i>Mathematics</i>
<i>Computer Science</i>	<i>Modern Language and Cultures</i>
<i>Economics and Political Science</i>	<i>Music</i>
<i>Education</i>	<i>Nursing</i>
<i>English</i>	<i>Public Health</i>
<i>Environmental Studies, Geography and Sustainability</i>	<i>Psychology</i>
<i>Film Studies</i>	<i>Safety and Occupational Health Applied Sciences</i>
<i>Physics</i>	<i>Sociology, Anthropology, and Criminology</i>
<i>Holocaust and Genocide Studies</i>	<i>Sustainable Product Design and Architecture</i>
<i>History</i>	<i>Theatre and Dance</i>
	<i>Women and Gender Studies</i>

10. It is expressly understood that neither the Association nor any faculty member may file a grievance under Article VI regarding any action of DPEC or any faculty committee under this Section.
11. Upon the recommendation of the Provost, the President shall make final decisions on personnel matters arising from performance evaluations.

12. Performance-based non-renewal

- a. Performance-based non-renewal decisions will be based upon consideration of the three criteria of teaching effectiveness, scholarship (which may include relevant professional activity), and service to the college and students, including academic advising, as well as administrative responsibilities where appropriate. Such decisions may also include a consideration of the disciplinary record of the faculty member.
- b. A non-tenured faculty member who is notified of non-renewal of contract may grieve the decision based upon allegations that the procedure for non-renewal has been violated or that there has been a violation of Article V, Fair Practices, or that the decision was arbitrary or capricious. However, only a faculty member with more than two years of service at the College may have an arbitrator review whether or not the decision was arbitrary or capricious.
- c. Pursuant to Article X.E.1, Faculty with fewer than two (2) years of service may be given one (1) semester's notice of non-renewal. The notice must be postmarked no later than January 10 or July 1.

B. Evaluation for Promotion and Tenure

1. By May 31, the Provost will inform those faculty who are eligible for promotion and/or tenure as defined in Articles IX and X. A copy of this notice will be sent to the Chair of the Faculty Evaluation Advisory Committee (FEAC) and to the Chairs and Deans. The Provost will inform each of these faculty members of the promotion and tenure review timetable and FEAC will inform the faculty members of the materials it requires for review.
2. Individuals to be considered for promotion and/or tenure must inform their Chair before September 1 of the year in which they will be considered so their department can

This meeting will be held to assist the Provost in arriving at his or her own independent recommendation and to allow a sharing of viewpoints among DPEC, the Dean and FEAC. A similar meeting must be held in cases where the Dean disagrees with the DPEC or the FEAC.

5. FEAC shall be composed of six (6) tenured faculty members from the upper three (3) ranks in accordance with a selection process determined by the KSCEA as outlined in the KSC Faculty Handbook. Each FEAC member will serve a two-year term. Terms will be staggered so half the membership of FEAC will be replaced every year.
6. A three-member panel of FEAC members evaluates individual faculty members for promotion and tenure. The procedure for selecting this panel is outlined in the KSC Faculty Handbook. The Committee shall operate under the Guidelines on Procedures for FEAC Evaluations, which KSCEA shall issue with each contract (See KSC Faculty Handbook). These Guidelines shall provide the minimum procedures that FEAC shall follow in order to ensure a full and fair deliberation of a faculty member's case. Nothing in the Guidelines shall contravene any provision of this agreement. The Guidelines should address process issues only and are not intended to address evaluative criteria, standards of review, the weight to be given to criteria or other substantive matters. Each FEAC is free to supplement such Guidelines should it deem it necessary provided it is in a manner consistent with the Guidelines.
7. The Provost will inform FEAC of the deadline for submission of FEAC's recommendations, which are advisory in nature. If these are not submitted by the stipulated deadline, the College will proceed without committee input. The faculty member's personnel file will be available

12. A candidate promoted to associate professor who receives unanimous support (including a unanimous FEAC vote, the recommendation of the appropriate Dean, and the Provost's approval) shall have the option to submit a modified file for tenure consideration if they do so in the academic year immediately following the formal notification of the promotion and within the established timeline for promotion and tenure applications.

The modified file shall include: (1) an annual evaluation including narratives; (2) copies of the FEAC letter recommending promotion to Associate Professor, the Dean's letter, and the Provost's letter of support for promotion; (3) an updated curriculum vitae; and (4) copies of all student course evaluations received since the promotion file was submitted. The candidate will also provide the complete promotion file from the prior year along with their tenure application.

The tenure application process will follow the timeline specified for promotion and tenure including a DPEC review. As indicated in Article VIII.C.10, tenure considerations are not identical to promotion decisions. Therefore, DPEC is strongly encouraged to include program and enrollment needs of the College in their tenure review of all candidates.

As indicated in Article X.C., a faculty member will be reviewed for tenure only once, regardless of whether or not a candidate exercises the option described here.

- A. Performance evaluations of Clinical Faculty will be conducted by a department or program DPEC and Dean, and in promotion years will include FEAC and Provost review.
- B. DPEC evaluations will be conducted in the first and second year of a Clinical Faculty

12	Fall DPEC (eligible for promotion to CF)	Due to dean/FEAC October XX (this and other dates aligned with TT Faculty tenure and promotion timeline)
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D.

A. Performance evaluations of Resident Artists will be conducted by a department or program

		with TT Faculty tenure and promotion timeline)
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Resident Artists unsuccessful in applying for promotion are still eligible for renewal, and may reapply for promotion in subsequent years.

A. The following full-time tenure track faculty ranks will be recognized:

1. *Instructor*: The initial academic rank for full-time faculty appointments for those who have made some progress toward completion of formal advanced study appropriate to their position or other relevant experience;
2. *Assistant Professor*: They shall have completed the terminal degree appropriate to their position.;
3. *Associate Professor*: They shall have completed the terminal degree appropriate to their position. Shall have a consistent record of teaching and research activities. Shall have a minimum of five years of professional experience in the field of study.

- d. One year of credit toward promotion to associate professor will be awarded for each year of service as an instructor at Keene State College, up to a maximum of two years.
2. By agreement at the time of appointment, previous appropriate full-time service at other institutions of higher education shall be considered in meeting a portion of the above minimum time-in-rank criteria. Such substitutions are anticipated to be rare, relative to appointments normally made to the ranks of Assistant Professor, Associate Professor and Professor. The maximum credit toward time-in-rank will be one (1) year for those appointed at the instructor rank and two (2) years for those appointed at the assistant or associate ranks.
3. The Provost may seek a recommendation from the FEAC and/or DPEC regarding a candidate's experience and credentials in determining qualifications for appointment to a given rank.

F. The following Clinical Faculty ranks will be recognized:

1. *Clinical Instructor*: The initial academic rank for Clinical Faculty appointments for those who have a Master's degree or equivalent experience, and limited teaching experience.
2. *Assistant Clinical Professor* They shall have a consistent record of successful teaching, of service to the college and students, including academic advising, and of certification appropriate to the discipline.
3. *Associate Clinical Professor*—They shall have documented a consistent record of development in teaching, of service to the college and students, including academic advising, and of certification appropriate to the discipline. Shall have documented a record of continuing development in their professional identity since the last promotion. Shall have served at least five years at the rank of Assistant Clinical Professor.
4. *Clinical Professor*: They shall have completed advanced certification or credentials or have established a record of high distinction in in professional activities since the last promotion, in addition to a consistent and successful record of development in teaching, of service to the college and students, including academic advising. Shall have served at least five years at the rank of Associate Clinical Professor.

Clinical Faculty positions are most appropriate to address needs within defined areas of teaching expertise or practice, including but not limited to studio, student teaching mentorship, laboratory oversight, applied lessons and practicum supervision.

G. The following resident artist ranks will be recognized:

1. *Resident Artist I*: The initial academic rank for resident artist appointments for those who have a Master's degree or equivalent experience,

2. *Resident Artist II:* They shall have a consistent record of successful teaching, of service to the college and students, including academic advising, and of scholarship (which may include relevant artistic activities) Shall have documented a record of continuing development in their professional identity since the last promotion. Shall have served at

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3. A faculty member who has received a notice of non-reappointment may request and shall be given an oral statement as to the reason(s) for the non-reappointment. Upon request, the reasons given orally will be provided in writing.
- F. When combined the number of Clinical Faculty and Resident Artists will not exceed 11% of the bargaining unit on the first day of the fall semester. Normally, Clinical Faculty and

A. It is agreed by the parties hereto that the provisions of this Article are intended for the sole purpose of maintaining or enhancing the academic quality of the College.

B. Customary Teaching Assignments

1. Faculty members assigned to supervise student teachers shall receive four (4) academic credit hours for each one (1) to eight (8) students they supervise.
 2. No one shall be assigned more than twenty-four (24) students during any one (1) semester.
- E. Independent Study: All independent studies for the Fall and Spring semesters shall be compensated at the rate of \$40 per credit hour. The faculty member must receive Dean approval for such independent study work prior to undertaking such work. The Deans will work with the departments to develop criteria for independent studies.
- F. Overload
1. Overload assignments are not encouraged for KSC faculty and are especially discouraged for faculty whose assignments include reassigned time. Any additional assignment shall be designated overload.
 - a. Overload assignments may be scheduled according to department/divisional needs and with the consent of the faculty member, and shall result in either compensation as specified below or reduced workload in the subsequent semester.
 - b. For each academic credit hour above the normal 24 credit hour load, all faculty shall be compensated at the rate of \$1100 per credit hour.
- G. Additional Reassigned Time
1. Options exist for faculty to be assigned or to apply for reassigned time. The potential purposes for reassigned time can be wide-ranging, but will normally be related to the three areas of teaching effectiveness, scholarship and related professional activities and service to the College, or administrative responsibilities as described in this section. All individual or departmental/program requests for reassigned time, whether for a semester, year, or longer, must be submitted to the Provost and may be approved, in consultation with the Department Chair and Dean, at their discretion. All such reassignments will be documented in an appointment or reappointment letter describing the assignment and its duration. The KSCEA President shall receive a copy of each letter of reassignment.

Examples of reassigned time include but are not limited to:

- a. A faculty member may apply for a one-course reduction in teaching load for the purpose of improving teaching. Only one such reduction will be granted every seven years.
- b. A faculty member may be assigned, or may request, partial or full reassignment for purposes of leadership in a special role, for a special project or for coordination duties related to certain aspects of the academic program. Such administrative projects will be considered in the faculty member's overall workload for the year. However, it is understood that these duties may also be assigned to non-unit personnel.

- M. The teaching responsibilities and other duties of each faculty member as specified in this Article will be assigned by the Deans, subject to the approval of the Provost.
- N. For each academic course taught by the faculty in the summer or winter term, the faculty member will be paid \$1225 per credit hour. Full compensation shall be paid when classes have six 6 or more students. Classes with less than 4 students will be cancelled. Classes with 5 or 4 students will be prorated at 5/6 and 4/6 respectively. Classes with 1-3 students will be compensated at the independent study rate per student. Faculty teaching multiple course sections in a summer or winter term will receive full pay for each section when enrollment averages 9 students per section, and the smallest enrollment in a section is 4 or more. Independent study rate shall be \$125 per credit (\$500 per 4-credit course). For music lessons during the summer or winter term, the faculty member will be paid \$45/ lesson hour for the duration of this Agreement.

O. Department Chairs

1. Each of the departments listed below will have a department Chair to serve as the academic leader of the department and to facilitate communication and operations between faculty and the deans. The leadership of department Chairs is key in managing the department's present and promoting its future and the goal of fostering student success.
2. Except in unusual circumstances, Chair duties shall be confined to the academic year. Such circumstances may include, but are not limited to, such activities as summer search committees, responding to unanticipated staffing needs, special equipment purchases, and the like.

3. Chair Responsibilities

The chair is the academic leader of the department and, as such, works in consultation with the members of the department. The chair serves as the liaison between the department and the administration.

The College shall provide administrative support to enable the chair and the department to efficiently and effectively fulfill responsibilities and expectations. While other faculty may assign work to administrative assistants, the chair has first priority on the use of such assistants.

4. Service Responsibilities

As part of their service responsibilities, faculty shall cooperate with the chair in making sure department responsibilities are carried out. The chair delegates, oversees and facilitates the execution of these general departmental responsibilities. Such department responsibilities include but are not limited to:

- a. Conducting peer evaluation in a timely manner in accordance with the collective bargaining agreement

- b. Maintaining and updating an academic advising plan
- c. Program assessment
- d. Coordinating and communicating between the department faculty and the library faculty/staff about collections, library instruction, and other library services and resources
- e. Maintaining a liaison with the Academic and Career Advising Center and the

- j. Provide input to the administration in the evaluation of administrative assistants.
- k. Recommend the hiring and retention of adjuncts; be aware of and follow the provisions of the collective bargaining agreement between the College and the Adjunct Association as it applies to them; follow any evaluation responsibilities for chairs delineated in the collective bargaining agreement between the College and the Adjunct Association. (See interpretative letter of understanding).

As part of the College's preparation for any renegotiations of the adjunct agreement, the chairs will be consulted as to any suggestions for change, including any changes to the evaluation system.

Interpretative letter of understanding

The parties agree to the following interpretation of the chairs' evaluation responsibilities under the Adjunct Association collective bargaining agreement.

1. Chairs shall read and review the student evaluations of all adjuncts in their department each year but are not required to submit any written reports on such evaluations, except as may be required in performing the periodic formal evaluations provided for in Article 11 (G) and (H) of the Adjunct Association contract.
2. It will be the responsibility of the Dean to see that the student evaluations are collected from each adjunct and to maintain copies of such evaluations on file. The Dean's office will provide the chair with copies of all such evaluations for the chairs' review after they are collected at the end of each semester
3. Chairs are responsible for receiving and reviewing the syllabi and all other written materials relating to performance that may be submitted by or about an adjunct faculty member or oral commentary or complaints. However, chairs are not required to submit any written reports about such materials except as may be required in performing periodic formal evaluations provided for in Article 11 (G) and (H) of the Adjunct Association contract.
4. Chairs will perform classroom observations of adjuncts upon the request of the adjunct. Chairs have the discretion to observe an adjunct's class whenever there is a concern about the adjunct's performance. (Article 11 (F))
5. Chairs will follow the formal evaluation provisions of Article 11 (G) and (H) of the Adjunct Association contract.

6. With regard to the evaluation of non-unit adjuncts in their first four semesters, no formal written evaluations or reports by the chair will be required. However, each chair will read and review any student evaluations, will review the performance of such adjuncts and will provide ~~his or her~~ their recommendation to the Dean as to whether such an adjunct should be appointed to a fifth semester of work.
- 7.

Recall. The majority of the voting members of a department may request that the Dean remove the Department Chair and the Dean may, in their sole discretion, take such action. Only under exceptional circumstances would a Dean not honor a majority vote of a department for the removal of a department Chair. The request from the majority of the voting members must be signed by those faculty members making the request, and must contain reasons for the request. *A Department Chair can only be recalled after s/he has assumed the resp*

materials that will assist the chair in developing their leadership skills and ability to serve the department.

- b. Reassigned time: Reassigned time is intended to provide Chairs sufficient time to meet the responsibilities of serving as chair. The number of faculty full-time equivalents (FTE) is used as a proxy for overall workload as shown in Table 1 below. Faculty FTE data from Fall 2016 has been used to calculate reassigned time by department as shown in Table 2. The College and the KSCEA recognize that factors other than department size (as represented by number of FTE faculty) may impact chair workloads and effectiveness positively and negatively. These factors might include: number of majors, percentage of sections taught by adjuncts, accreditation requirements, responsibility for facilities, program development efforts, amount of administrative support, and changes in organization of departments.

The College and the KSCEA agree that during the life of this contract, the current FTE model will continue to be applied to determine chair reassigned time; but that some exceptions to that model may be mutually agreed upon on an experimental basis, with any exceptions expected to sunset in a successor agreement. Requests for exceptions may originate with the department, the College, or the Association. The Provost will make the final decision on

<i>Education</i>	17.59	12
<i>English</i>	6.01	8
<i>Environmental Studies, Geography and Sustainability</i>	10.52	8
<i>Film Studies</i>	10.00	8
<i>History</i>	8.00	8
<i>Holocaust and Genocide Studies</i>	4.33	8
<i>Human Performance and Movement Science</i>	6.41	8
<i>Journalism, Multimedia and Public Relations</i>	6.08	8
<i>Library</i>	1.83	0
<i>Mathematics</i>	6.37	8
<i>Modern Languages and Cultures</i>	5.33	8
<i>Music</i>	15.42	12
<i>Nursing*</i>	3.83	0
<i>Physics</i>	3.61	0
<i>Psychology</i>	12.42	8

Public Health

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Article XIII

SYSTEM-WIDE VACANCIES AND TRANSFERS

- A. Consistent with Equal Employment Opportunity legislation, faculty who desire to apply for vacancies within USNH shall be seriously considered for such vacancies before individuals not currently employed within the system are selected.
- B. USNH shall notify faculty and KSCEA of all academic, professional and administrative vacancies which exist within USNH as soon as such vacancies are advertised.
- C. Faculty members may only be transferred within USNH under extraordinary circumstances.
- D. No faculty member shall be reduced in rank, or lose time in service or rank, or lose tenured status as a result of transfer under Section C; nor shall s/he suffer a reduction in salary for the same or similar duties.

A. Retrenchment as a result of financial considerations, program curtailment, elimination of courses or other reasons shall be applied as hereinafter set forth.

1. The College retains the sole and exclusive right to determine the need for retrenchment, the magnitude of the retrenchment and the programs and disciplines within which retrenchment shall take place.
2. The College shall notify the Association of any planned retrenchment and agrees to make available to the Association any financial or other data relating to the decision to retrench.
3. The College shall give consideration to alternatives to retrenchment, such as attrition, shared load and reassignment, prior to retrenchment.
4. When retrenchment becomes necessary, the College shall consider the following factors in deciding which faculty shall be retrenched:
 - a. Academic qualifications and teaching ability;
 - b. Projected staffing needs and ability of faculty to meet those needs;
 - c. Affirmative Action goals;

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- B. The KSCEA shall conduct an election for a four-member sabbatical committee consisting of tenure-track faculty members.
1. This committee shall receive all applications for sabbatical leaves at a time and in a manner which it shall determine and announce.
 2. The entire committee shall review and prioritize the applications and make its advisory recommendations to the Provost.
 3. The advisory recommendations to the Provost must be presented with a rationale as to the merits of the applicant's proposal. This recommendation shall be sent to both the Provost and the applicant.
- C. The Provost shall not arbitrarily reject the recommendations of the Sabbatical Leave Committee.

A. Leaves without pay may be granted at the discretion of the College for appropriate reasons for a period of up to one (1) year. Such leaves may be extended for one (1) additional year at the discretion of the College.

1. If a faculty member is granted a leave without pay, the College will continue to pay its share of any benefits for 120 days, provided, however, that if the faculty member does not return to work, they may be required to reimburse the College for the benefit costs.
2. Faculty on leaves of absence without pay shall not accrue service time in rank for promotion, tenure, or seniority. Such leaves shall not constitute a break in service time for the purpose of general salary increases and benefits. When such leaves of absence are initiated by the College for reasons of professional improvement, the faculty member will accrue service time in rank for promotion, tenure and seniority.

B. Dependent Care Leave

1. No more than once every two (2) years a faculty member who requests it shall be granted a leave of absence without pay for dependent care.
 - a. Exceptions to the two (2) year requirement may be made on the basis of emergency, hardship or need.
 - b. Dependents shall include children, step-children, spouse or spouse relationship, parents and/or grandparents.
 - c. Such leave shall be guaranteed for a period of fifteen (15) weeks without pay and shall normally commence at the beginning of a semester.

A. Faculty members are provided paid leave for short-term disability, pregnancy-related disability, and/or parental leave as follows:

1. When a member of the faculty is unable to perform their duties and responsibilities due to a temporary disability including pre-natal and/or post-natal pregnancy-related disability, they can apply for a temporary disability leave. A leave due to disability is paid leave in accordance with USNH Benefits Policy. In addition, a faculty member may apply for a leave without pay in accordance with Article XVI. A faculty member whose disability may end during a semester can elect to take a leave of absence without pay in accordance with Article XVI and, where applicable, the USNH benefits policy. A faculty member may elect to return to their job at the end of the disability leave.

- B. The faculty member shall initiate discussion with the appropriate dean regarding arrangements for returning to work prior to the commencement of the leave, where possible.
- C. Upon return from such leave, the faculty member will be guaranteed either a teaching assignment or another professional arrangement. The Provost shall make the final assignment in consultation with the appropriate dean.
- D. The College will make available to the faculty member information concerning alternative professional work assignments which may include but are not limited to research, projects, team teaching, part-time duties, scholarship, and non-classroom duties. Such information shall be available at the Deans' offices and at the Office of Human Resources. The details of potential professional work assignment may be developed by the faculty member, the faculty member in conjunction with other staff, or by the administration.
- E. A faculty member who is on such a leave for at least six (6) consecutive weeks shall have the option, in consultation with the administration, of having the academic year count or not

Article XVIII
OTHER LEAVES

For other, specific language regarding long-term disability leaves, professional leaves, bereavement leave, jury duty leave and military leave, refer to the University System of New Hampshire benefits policies.

A. Facilities, Equipment and Services

1. The College will provide office space for each faculty member equipped with a desk, two chairs, a bookcase and filing cabinet. No more than two (2) faculty members will be assigned to an office.
2. Faculty members shall have reasonable access to secretarial assistance, duplicating services, and supplies for the preparation of teaching materials, examinations and related materials.
3. All rights and privileges of access to library materials and services currently available shall continue.
4. Each faculty member shall have reasonable access to telephone services including the use of the New Hampshire in-state line and out-of-state long-distance service for academic business.
5. Faculty will have a computer, basic office software, e-mail accounts, internet access and reasonable access to printing for purposes of carrying out their professional responsibilities.

B. Professional Enhancement Funds: The parties believe Professional Enhancement Funds provide important support for faculty and their professional work. Each faculty member is given an annual allotment on July 1 and is expected to use or designate the use of these funds by the following May 15th. These funds are not transferable between faculty members prior to the May 15th deadline.

1. Each faculty member shall be allowed \$1700 for professional development for FY 22; \$1750 for FY 23; \$1800 for FY 24 and \$1850 for FY 25. The proposed use of this allocation must be designated by each faculty member by May 15.

health and safety in the workplace. The College shall mail the minutes of the College Safety Committee meetings to the President of the KSCEA.

G. The College will provide prompt payment for all compensated work by bargaining unit members. Except as otherwise provided in Article XI (G), payment shall begin no later than four (4) weeks after the work is initiated and be completed no later than four (4) weeks after it is finished.

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8. When a new appointment is made, the College shall include in the appointment letter a reference to this Agreement and instructions on where to find the Agreement on the College's web site.
9. Before the beginning of their first academic year, the College shall provide each new faculty member with a copy of the existing FEAC guidelines for promotion and tenure by posting such guidelines on the College web site. The College will notify the new faculty member where they will find these guidelines. Such guidelines are subject to periodic change in accordance with the Collective Bargaining Agreement.
10. The President of the Association shall have the courtesy of the floor at all College Senate meetings.
11. The KSCEA reserves the existing right to submit advisory opinions on curricular, programmatic and policy matters to the Chair of the College Senate. When such opinions are submitted, the Chair of the Senate will distribute the opinion to the Senate as a whole or to the appropriate committee in a reasonable time period before discussion and a vote take place.
12. The College must notify the Association and follow the process adopted by the Keene State College Senate when a Major and/or Minor is to be eliminated:
 - a. The Association will be notified by the College ten (10) days after R+30 if a Major and/or Minor is declared at risk.
 - b. The Association will be kept apprised of all efforts made to improve recruitment and retention of students in majors and/or minors at risk.
 - c. The Association will be notified of all majors and/or minors to be eliminated and the outcome of the Keene State College Senate vote on said majors and/or minors.
 - d. The Association will be notified of the Provost's final recommendation for majors and/or minors subject for elimination.
 - e. The Provost shall not arbitrarily remove a major or minor.
 - f. This process will conform to the retrenchment policy outlined in the collective bargaining agreement for tenure-teaching faculty.

4. The Association shall hold t

A. Promotions for Tenure Track and Tenured Faculty

1. In each academic year during the term of this Agreement, tenured and tenure track faculty promoted to the next rank shall receive the following promotion increases over their last salary at their pre-promotion rank:

Instructor to Assistant Professor	\$2,750
Assistant to Associate Professor	\$10,000
Associate to Full Professor	\$12,000

2. For **2021-22**, no tenured or tenure track faculty member shall be paid below the following rank minimum for their rank:

Instructor	\$63,110
Assistant Professor	\$70,890
Associate Professor	\$78,990
Professor	\$94,290

3. For **2022-23**, no tenured or tenure track faculty member shall be paid below the following rank minimum for their rank:

Instructor	\$64,380
Assistant Professor	\$72,310
Associate Professor	\$80,570
Professor	\$96,180

4. For **2023-24**, no tenured or tenure track faculty member shall be paid below the following rank minimum for their rank:

Instructor	\$65,660
Assistant Professor	\$73,750
Associate Professor	\$82,180
Professor	\$98,100

5. For **2024-25**, no tenured or tenure track faculty member shall be paid below the following rank minimum for their rank:

Instructor	\$66,980
Assistant Professor	\$75,230
Associate Professor	\$83,820
Professor	\$100,070

12. Following a promotion increase under Subsection A.7, any resident artist/clinical faculty

Unless otherwise qualified by this Agreement, faculty members covered by this Agreement shall receive the benefits approved and outlined in the Board of Trustees and USNH policy USY-V-A including the definitions and coverage for spouses and dependents associated with recognized legal marriages and/or civil unions and details regarding access to an exception-appeal process for requesting same-sex domestic partner coverage.

A. Medical Benefits

1. Effective January 1, 2022 or when administratively feasible, bargaining unit members will be provided with three medical plan options: Open Access Plan (OAP)300/600, OAP 1000/2000, and OAP Health Savings Account (HAS). Summary plan descriptions are provided by USNH Human Resources at www.usnh.edu/hr in the benefits section.

- 1.1. Effective with the bargaining unit members moving to the new medical plan, (January 1, 2022, or when administratively feasible), the employee share of the premiums will be as follows:

Plan	Individual	Employee + Spouse	Employee + Child(ren)	Family
OAP 300/600	14%	18%	18%	21.5%
OAP 1000/2000	11%	15%	15%	19%
OAP HSA	6% \$750*	10% \$1,500*	10% \$1,500*	14% \$1,500*

* Employer contribution to HSA.

- 1.2. For Plan Year 2023, the employee share of the premiums will be as follows:

Plan Individual Employee +

* Employer contribution to HSA.

1.3. For Plan Year 2024, the employee share of the premiums will be as follows:

Plan	Individual	Employee +
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Effective January 1, 2023, the employer’s contribution to the “High Level (Standard)” plan in the chart above shall be reduced to 9% for those bargaining unit members hired before July 1, 2022. And, for those bargaining unit members hired on or after July 1, 2022, the employer’s contribution to the “High Level (Standard)” plan shall be 8%.

Those hired and enrolled prior to October 1, 2012 shall retain either ARC or retiree medical coverage as stated in the above chart.

SIDE LETTER TO THE CONTRACT

Parties to the contract are the City of Chicago and the Chicago Police Officers Association, Local 425. The contract is for the period of July 1, 2022 to June 30, 2023. This side letter is part of the contract and is subject to the same terms and conditions as the contract.

A As indicated in the Management Rights Article, the Board of Trustees is granted full authority over the Keene State College by the State of New Hampshire and this authority is delegated to the President by the Board. However, the importance of collaboration with the faculty on academic matters is essential to the effective functioning of the College. Faculty and administration working together as partners to facilitate ongoing change and transformation is a key element for the success of the College, including, but not limited to, the collaboration of faculty and administration in creating and guiding the College.

B In accordance with the 1966 AAUP Statement on Shared Governance, the KSCEA and the College administration recognize the principle of shared governance in universities/colleges is long established by the tradition and that the faculty has primary responsibility for academic matters (i.e. curriculum, pedagogy, methods of instruction, research, faculty status and those aspects of student life which related to the educational process.

C The College recognizes that faculty members, in addition to their teaching, service and

If any provision of this Agreement or any application of the Agreement shall be found contrary to law or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, then such provision or application shall not be deemed

This agreement shall continue in full force and effect from December 16, 2021, until midnight June 30, 2025, and shall be automatically renewed from year to year thereafter, unless by January 5 of the year in which the Agreement is expiring either party notifies the other in writing by registered mail of its desire to terminate or amend the Agreement. In preparation for the next contract both parties will

APPENDIX

APPENDIX B

Reduction in FTE in Transition Year(s)

1. A faculty member may choose to transition to retirement by reducing their FTE to a range between 50% and 80%, receiving pro-rated salary while maintaining full-benefits eligibility for a period up to three years. This retirement transition provision allows the retiring faculty member to access 403b monies while still an active employee. To be eligible, the retiring faculty member must be at least 59 and » years old and have ten (10) years of status USNH service. [NOTE: The parties have agreed that all faculty may access 403b money once the USNH plan is changed effective January 1, 2023.] Requests for this option must be made in writing and are subject to approval by the Dean and Provost. Faculty requesting and being granted a retirement transition under this option are not eligible to apply for the former CTIP Plan.
2. Adjunct post retirement work option - The parties agree that retirees, including all Career Transition Incentive plan recipients, who wish to maintain some work connection with the College, can apply and shall be considered adjunct and non-tenure-track employment. Such a retiree shall work in an adjunct capacity. This includes but is not limited to:

As a classroom instructor.

As an advisor of independent studies.

As a mentor to new faculty.

In limited cases, as a member of special curriculum or other committees where the insights of the retiree may be particularly relevant.

As an advisor to students.

In some other consultative or service role.

As an ambassador for the College working with the admissions office in recruiting new students.

As a representative of the Colleg

**MEMORANDA OF UNDERSTANDING
BETWEEN THE USNH BOARD OF TRUSTEES AND
THE KEENE STATE COLLEGE EDUCATION ASSOCIATION**

1. MEMORANDUM OF AGREEMENT ON ADVISING

The College and the Association are committed to increasing the effectiveness of academic advising. The College will work with the departments and interdisciplinary programs that offer a major on a flexible approach to advising that will include but not be limited to one or more of the following: 1) incr

5. MEMORANDUM OF AGREEMENT ON FACULTY DINING ROOM

The parties agree that the faculty-staff dining room provides needed space for on-campus dining at mid-day as well as opportunity for faculty and staff to engage in collegial discussion.

6. MEMORANDUM

It is expected that each member of the bargaining unit will participate in programmatic assessment.

system for senior academic administrators, the administration will collaborate with the KSCEA to develop a mutually acceptable process for obtaining faculty input into such evaluation systems. At that time, the parties can also discuss obtaining faculty input into any evaluations of the Associate Deans.

- C. The provisions of this Memorandum reflect the shared interests of the parties and the mutual intent to follow these provisions.

[Handwritten signature]

By:

[Handwritten signature]
Saran Ghatak
Vice President, SCEA 2021-22

By:

[Handwritten signature]
Peter Stevenson
Bargaining Chair, KSCEA 2021-22

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