

**COLLECTIVE BARGAINING AGREEMENT**

**University System of New Hampshire Board of Trustees**

**&**

**Keene State College Adjunct Association**

**July 1, 2013 - June 30, 2016**

**~ Table of Contents ~**

Article 1	Recognition.....	4
Article 2	Definitions.....	4
Article 3	Management Rights.....	5
Article 4	Academic Freedom.....	6
Article 5	Fair Practices.....	6
Article 6	Grievance and Arbitration Procedures.....	7
Article 7	Personnel Files.....	12
Article 8	Appointments and Assignments.....	13
Article 9	Workload.....	18
Article 10	Work Year.....	19
Article 11	Evaluation and Performance Awards.....	20
Article 12	Salaries.....	25

Article 13	Professional Development	
	Fund.....	27
Article 14	Position	
	Openings.....	29
Article 15	Leaves of	
	Absence.....	29
Article 16	Miscellaneous Working	
	Conditions.....	30
Article 17	Association	
	Rights.....	31
Article 18	No Strike or	
	Lockout.....	34
Article 19	Separability.....	35
Article 20	Duration.....	35
Memorandum	Agreement on Technology and Office Space and Continuing	
	Education Course	
	Rates.....	44
Memorandum	Agreement on Adjunct Faculty Serving as Academic	
	Advisors.....	45
Signature Page	.....	46

## ARTICLE 1

### RECOGNITION

The College recognizes the Association as the exclusive bargaining representative for all adjunct faculty who meet the following criterion: the adjunct faculty member becomes a member of the bargaining unit when he or she starts his or her fifth semester of teaching service with the College.

An adjunct who fails to be available for an appointment for three consecutive semesters shall lose all seniority and shall no longer be considered a member of the bargaining unit, except that this period may be extended at the College's discretion for up to two additional semesters due to disability or child rearing following the birth or adoption of a child, or any other approved leave of absence under this Agreement.

The College agrees that a contract lecturer cannot serve longer than two years in such position. If the College wishes to retain a person holding a contract lecturer position for longer than two years, then he or she will become an adjunct faculty member with four semesters of seniority credited. However, as an exception to this general limitation, the College will be allowed to hire up to five (5) contract lecturers without a time limit on their appointments during the life of this Agreement with start dates no later than September 1, 2017, and such contract lecturers may be retained beyond the life of this Agreement without a time limit on their appointments

A faculty member who retires from full time teaching at the College and is hired as an adjunct faculty member shall enter the bargaining unit in his or her first semester of part time teaching. Upon entering the unit, he or she shall receive credit for prior full time teaching for purposes of salary but shall not come into the bargaining unit with any seniority for assignment purposes.

## ARTICLE 2

### DEFINITIONS

- A. Adjunct faculty member: Any member of the bargaining unit except where otherwise limited
- B. Association: The Adjunct Association of Keene State College, affiliated with the National Education Association (NEA) of New Hampshire, its officers and agents

- C. College: Keene State College, the administration of Keene State College, or the USNH Board of Trustees, its officers and agents
- D. USNH: University System of New Hampshire
- E. Board: USNH Board of Trustees
- F. PELRB: New Hampshire Public Employee Labor Relations Board
- G. Discharge: The termination of an appointment prior to its expiration

### ARTICLE 3

#### MANAGEMENT RIGHTS

The parties agree that all the rights and responsibilities of the College which have not been specifically provided for in this Agreement are retained in the sole discretion of the College and, subject only to specific limitations in this Agreement, shall include but not be limited to the following:

- A. The right to direct employees; to determine qualifications, hiring criteria, standards of work and curriculum; to hire, transfer, assign, retain employees in position; to determine the need for and number of employees to be hired; to grant leaves; to suspend, discharge or take other disciplinary actions against an employee for just cause.
- B. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the College's operations are to be conducted.
- C. The right to take such actions as may be necessary to carry out the missions of the College in case of emergencies (provided that the College shall subsequently negotiate the effects of such actions on terms and conditions of employment of bargaining unit members).
- D. The right to make rules, regulations and policies not inconsistent with the provisions of this Agreement and to require compliance therewith.

## ARTICLE 4

### ACADEMIC FREEDOM

- 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 adjunct faculty member may discuss his/her own subject in the classroom; s/he may not, however, claim as his/her right the privilege of discussing in his/her classroom controversial matter which has no relations to his/her subject. The College is obligated to protect and defend faculty members from pressure and harassment connected with their academic and scholarly work.
- C. In his/her role as citizen, every adjunct faculty member has the same freedoms as other citizens. However, in his/her extramural utterances s/he has an obligation to make every effort to indicate that s/he is not an institutional spokesperson.

Nothing herein shall be construed as an abridgement of rights guaranteed to the individual adjunct faculty member by the Constitution of the United States or the State of New Hampshire.

## ARTICLE 5

### FAIR PRACTICES

- A. The College and the Association agree not to discriminate against any adjunct faculty member because of race, color, sex, religion, marital status, national origin, disabilities, political affiliation, sexual orientation, lawful political activity, veteran status or membership or non-membership in, or lawful activities on behalf of the Association.
- B. The College and the Association agree to comply with the Age Discrimination in Employment Act of 1967, as amended, and applicable sections of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1992.
- C. The College and the Association further agree that they shall not establish a residency requirement for adjunct faculty members.

## ARTICLE 6

### GRIEVANCE AND ARBITRATION PROCEDURES

- A. It is the objective of the parties to this Agreement to encourage the prompt and equitable resolution of grievances.
- B. A "grievance" is any dispute or difference concerning the interpretation, application, or claimed violation of any provision of this Agreement, or any specific policy incorporated by reference into this Agreement. A grievance may be initiated by a member or a group of members of the bargaining unit or by the Association.
- C. The parties agree that, except as otherwise specifically provided in this Agreement, the orderly process hereafter set forth shall be the sole method used for the resolution of grievances.
- D. If a grievance is filed under this Article, neither the Grievant nor the Association shall file or process any unfair labor practice charge under RSA 273-A:5I(h) alleging that the Agreement has been breached by the College's conduct giving rise to the grievance, or that such conduct is in any way objectionable under law.
- E. A grievance shall be considered to be formally filed when it is submitted to Step One of this procedure.
- F. General Provisions
  - 1. If a grievance is filed by the Association, it may initiate the grievance by filing immediately at Step Two.
  - 2. Failure by the Grievant to comply with the time limitations of Step One shall preclude any subsequent filing of the grievance.
  - 3. Failure by the Grievant at any step of this procedure to appeal within the specified time limits shall be considered acceptance by the Grievant of the decision rendered at the last step.
  - 4. Failure by the College at any step to communicate its response within the specified time limits shall permit the Grievant to proceed to the next step. If the Step Two meeting does not take place within the time limits prescribed or within an extension of time mutually agreed upon; and if the failure to convene the meeting within such time limits is demonstrably the result of bad faith on the part of the College; and if

the grievance is appealed to Step Three, the College will pay the full cost of the compensation and expense of the arbitrator. Any dispute over the identity of the party responsible for the failure to convene the meeting in a timely fashion will be resolved by the arbitrator.

5. The time limits in this Article may be extended by mutual agreement.
6. Either party may choose to stop the clock for any grievance filed between the last day of classes of the Spring Semester and the first day of the next academic year. The clock shall resume on the first day of the academic year.
7. Any reference to "days" shall mean calendar days, unless otherwise specified.
8. The filing or pendency of a grievance under the provisions of this Article shall not prevent the College from taking the action complained of, subject, however, to the final decision of the arbitrator.

G. Procedure

1. Informal Consultation. The Grievant shall attempt to solve his or her grievance speedily and informally by meetings between those directly affected.
2. Step One – Dean’s Level. If this informal discussion has failed to achieve a satisfactory resolution of differences, the Grievant may request a settlement meeting from the appropriate Divisional Dean. The request for such a meeting must be made in writing, with a copy to the Association, and should be made as promptly as possible but in no case shall it be made more than forty-five (45) calendar days after the Grievant has become aware of, or reasonably could have known about, the action(s) being contested. The submission should describe the basis of the grievance, the relevant facts, provisions of the Agreement alleged to have been violated, the adjustment sought and documents supporting the grievance. The discussion at this level should be open, informal and directed toward developing a mutually acceptable resolution of the grievance. At his/her option, the Grievant may be accompanied at all such meetings by a representative of the Association. The Dean will have twenty-one (21) calendar days in which to resolve the dispute and notify the Grievant and the Association of the status.
  - a. Any resolution reached at this stage of the procedure will be non-precedent setting 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.

- b. In the event both the Association 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.

3. Step Two – VPAA. If the problem is not resolved to the Grievant's and the Association's satisfaction during the Grievance Consultation, the grievance may be submitted to the Provost and Vice President for Academic Affairs (VPAA).

- a. The grievance may be filed only after efforts to resolve the grievance at the Grievance Consultation have been exhausted and must be filed no later than ten (10) days following the Dean's notification of the grievant and the Association of the resolution, unless an extension of time for filing has been agreed upon between the Grievant and the College.
- b. The VPAA will arrange for a conciliation meeting to take place within thirty (30) calendar days of the receipt of the Step Two grievance; said meeting will include the Grievant, a representative of the Association and representatives of the College appropriate to the problem to be addressed. The VPAA will distribute copies of the grievance filings to all participants.
- c. The Grievant, the Association and the College have the responsibility to provide to the conciliation group documents which can reasonably be 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 Association 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 by the Association only if written notice is served on the College within thirty (30) calendar days of the written documentation of failure to reach consensus at Step Two.
- c. Arbitration shall be conducted by an impartial arbitrator mutually chosen by the parties.

The procedure for arbitration shall be as follows:

- i. An Association representative and a College representative shall communicate promptly to choose an arbitrator but no later than twenty (20) calendar days from the date of the demand for

arbitration. The American Arbitration Association shall serve as the administrator for the parties. If no selection can be made within such twenty (20) 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. 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 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 decides that the issue or issues are arbitrable, then the Arbitrator shall have the authority to further hear and determine the merits of the grievance.

- ii. Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
  - iii. The Arbitrator shall not have the power to add to, subtract from, modify or disregard any of the provisions of this Agreement, nor shall the Arbitrator substitute his/her judgment for that of the College with regard to any grievance based upon a challenge of management rights, subject to the provisions of this Agreement. In deciding a case before him or her, an Arbitrator may review whether or not the College has met a specific standard delineated in this Agreement alleged to have been violated.
  - iv. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.
- d. Both parties agree to abide by the decisions of the Arbitrator but shall retain whatever rights they have under the law to challenge the decisions of the Arbitrator. Any appeal shall be filed within thirty (30) days of notice of the arbitration decision.

- e. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.

## ARTICLE 7

### PERSONNEL FILES

- 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 are put are important to the adjunct faculty member as well as the System. For this reason, personnel files are highly personal and confidential records, and it is important for the adjunct faculty member to know what is in his or her file. Authorized personnel and the adjunct faculty member determine the contents of these files and both may be users of them. ("Authorized personnel" includes those designated by the institution and the University System.)
- B. All materials within the personnel file, following enactment of this policy, are available for inspection and copying by the individual concerned, with the following exception: materials solicited prior to employment, such as letters of recommendation and files from previous institutions or employers. The individual unit member may make copies of any materials in his/her file at the applicable college rate.
- C. Unsolicited letters, comments or complaints about member behavior may or may not end up in the personnel file. Once a complaint has been received, discovery of the merits of the complaint, education of the member, and protection of the Complainant are the highest priorities. The member shall be informed within thirty (30) days of such a complaint. Complaints shall be discussed between the Divisional Dean and the member. In the case of fear of retaliation, protection of a student complainant shall require Divisional Dean discretion and anonymity until the end of the semester. If the complaint is found to have substantive merit, then a written complaint shall be placed in the personnel file in accordance with the provisions of this Article. An individual shall have the right to respond to any materials placed in the personnel file, and such response shall be made part of the personnel file appended to the original material. No material reflecting adversely on an individual's performance or related to any suspensions, discharge or other disciplinary action against an individual shall be placed in the personnel file until the individual has been given a copy or notified of the material.

- D. Third parties are not entitled to inspect files. Information available to third parties is limited to name, position, salary and length of time of University System employment. (A third party is defined as a person or group other than the member, his/her designee or an appropriate official of the University System or institution.) Officials of federal or state agencies may have access to personnel files only with a court order or by approval of the System legal counsel in accordance with federal or state regulations. If such access is authorized, each individual so affected will be informed.
- E. The personnel file shall include only pertinent materials and the file is subject to the above conditions. The personnel file is maintained by the campus Human Resources Office. Special files or other materials are not kept. Letters of caution, commendation, consultation and reprimand are considered to be of decreasing significance with the passage of time. Current information is given far greater weight than historical data. Should an individual desire to have materials removed from the personnel records which s/he feels to be incorrect or no longer relevant, s/he has the right to request removal.
- 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, the President and the Provost and Vice President for Academic Affairs. Any other access shall be only with prior approval of the employee and/or in accordance with Section D of this Article.
- G. No part of this policy shall be in violation of RSA 91-A, New Hampshire's "Right to Know" law or RSA 275:56. Should new statutes become effective with regard to personnel files and records, the University System will react appropriately to comply with those statutes and will notify all personnel accordingly.

## ARTICLE 8

### APPOINTMENTS AND ASSIGNMENTS

- A. All adjunct faculty appointments and assignments will be made by the Dean of a particular school, or his/her designee, or by another appropriate administrator at the College in consultation with Department Chairs. All appointments shall normally be made on a semester basis and shall be limited in duration to the particular semester for which the adjunct faculty member is appointed. However, nothing shall preclude the College in its sole discretion from offering an adjunct an appointment for an entire academic year, or as provided for in section J of this article.

- B. Each semester the College shall determine the courses which need to be filled by adjunct faculty members and to whom such courses shall be offered. By December 15 of each year, the College shall post on its web site under public folders a tentative listing of whatever available positions there may be for the forthcoming academic year.
- C. Any adjunct who desires to teach during an upcoming academic year shall submit to the appropriate Department Chair/program coordinator a teaching availability form (See Appendix A) which shall indicate the courses that the adjunct is interested in teaching; the adjunct's particular availability for posted course offerings; the adjunct's general availability to teach in the upcoming semester or academic year, including the times and days of the week he or she can teach. Such form shall be submitted to the appropriate Department Chairperson, program coordinator or his/her designee no later October 1 for the next academic year. As part of this notice, the adjunct may also in his or her discretion provide any of the following information or updates on such information that may be on file with the College:
1. An updated CV
  2. Degrees held and other educational credits and experience
  3. Experience in teaching the particular course or courses either at Keene State College or at other institutions of higher education, including the years or semesters in which such courses were taught. The adjunct faculty member may also indicate other experience either in teaching or in other professional endeavors which would be relevant for teaching the particular course or courses offered.
  4. Evidence of successful teaching, which may include but not be limited to past student evaluations, peer evaluations, administrative evaluations, and syllabi from other teaching assignments
  5. Any other information bearing on the qualifications of the adjunct faculty member to teach the course or courses for which he or she has applied.

It is further understood that the College may request such information from the adjunct faculty member.

- D. A tentative schedule, which is subject to change, will be issued by March 1 for the forthcoming academic year, indicating particular adjunct assignments where possible. After such schedules are issued, each

adjunct faculty member can review Webadvisor for details as to the course assignments for the upcoming academic year.

A formal contract will be issued to the adjunct faculty member by the College no later than July 1 for the Fall semester and for annual contracts, and by November 15 for the Spring semester.

- E. Adjuncts may be assigned a various number of credit hours based on factors delineated in this Article.
- F. The parties agree that if a course for which an adjunct faculty member is scheduled is canceled after July 1 for the Fall or after November 15 for the Spring, the adjunct faculty member shall receive a penalty payment of 20% of his/her payment for the course. In the event the course is cancelled after the first class, the adjunct faculty member shall receive a cancellation fee equal to his or her first bi-weekly paycheck or 20% of the course payment, whichever is greater.

If a course assigned to an adjunct is cancelled, he or she will be offered another available, i.e. unstaffed, course, provided the adjunct is qualified to teach such course. Further, if the course for the Fall Semester is cancelled prior to August 15, or if the course for the Spring Semester is cancelled prior to January 5, the adjunct faculty member may bump a non-unit adjunct faculty member or the least senior unit adjunct faculty member for any course which the more senior unit adjunct is qualified to teach. Such decision to bump must be made within 48 hours of notification of course cancellation.

No further bumping may occur beyond this initial bump.

The College shall have the right to designate certain courses (e.g Integrative Thinking and Writing, disciplinary topic courses and others) into which bumping may not occur. The College will designate such courses by July 1 for the Fall and January 1 for the Spring semester.

In such cases where the adjunct is assigned to another course or bumps another adjunct, the adjunct who receives the assignment will not receive a cancellation fee

- G. Any changes in assignment which may occur after the issuance of a contract will be made with the mutual agreement of the adjunct and the department Chairperson, and, if relevant, another adjunct faculty member.
- H. Hiring of adjuncts for unanticipated courses which may arise shall be made as soon as possible after the need is known.

- I.
  1. For any courses determined by the College to be available for adjuncts for an upcoming semester in accordance with section B above, the College agrees that two (2) available teaching assignments, determined by the College, with a minimum of six credits per semester shall first be offered to any adjunct who has taught eight or more semesters.
  2. If an adjunct does not receive two assignments under this section, he/she may inquire of the Dean or designee as to the reasons why and the College agrees to provide such reasons.
  3. The College also agrees that, notwithstanding the above, it will assign a minimum of 15 bargaining unit adjunct faculty members to a course load of 12 credits for each semester (Fall/Spring).
    - a. The College in its sole discretion will determine in what departments or disciplines such 12 credit assignments will be made and which faculty members will be assigned the 12 credits. Such decisions shall not be grievable.
    - b. Nothing shall preclude the College from assigning more than 15 bargaining unit adjuncts to a 12 credit load for a given semester.
  4. Nothing in this section shall preclude the College in its discretion from making additional assignments to an adjunct in accordance with the provisions of Section E, provided, however, that before any such additional assignments are made, an adjunct faculty who will be entering his or her fifth to eighth semester at the College shall be offered one (1) available teaching assignment determined by the College on the basis of the same factors listed above.
- J. An adjunct faculty member who has served for 20 semesters at the College is eligible to receive an appointment for an entire academic year (Fall and Spring semesters) starting with the first Fall semester after completing 20 semesters at the College.

For such adjuncts, the Dean will send a recommendation to the Provost after assessing the quality of the adjunct's performance, fiscal conditions and curricular needs. Before making this recommendation, the Dean will consult with the relevant department chair(s) to obtain their input. The

Provost shall make the final decision on the issuance of such an appointment.

Any such academic year appointment will provide for the assignment of at least two (2) courses per semester for courses determined by the College to be available for adjuncts. The number of credits may vary by semester during the academic year appointment. The adjunct will be notified of his/her course load for the Fall semester upon receipt of the academic year appointment on or before July 1 and will be notified of Spring assignments no later than November 15.

At the end of the appointment period but no later than July 1, the Provost shall decide whether to issue another academic year appointment and shall issue a formal contract no later than July 1 after assessing the quality of the adjunct's performance, fiscal conditions and curricular needs. If the Provost decides not to issue another academic year appointment, he/she shall state the reasons in writing. Such decisions cannot be arbitrary or capricious.

An adjunct faculty member who does not receive an academic year appointment may nonetheless be appointed at the College's discretion to a semester appointment.

K. All assignments set forth above shall be based upon a consideration of the following factors:

- curriculum and programmatic instructional needs of the department;
- credentials and qualifications (including sub-specialties and areas of particular expertise applicable to the course(s))
- teaching experience in the same or similar course
- evaluations and work performance
- stated availability

Where the above factors are determined by the College to be equal, seniority, as defined in by the number of semesters taught as an adjunct faculty member at the College, will prevail in available assignments as determined by the College.

These decisions shall not be made arbitrarily or capriciously.

- L. A decision not to assign an adjunct on an academic year appointment a particular course or courses shall not be grievable under any circumstances as long as the adjunct has received the contractual minimum number of courses provided for in this Article.
- M. A decision not to appoint an adjunct to a particular course or courses shall not be grievable under any circumstances as long as the adjunct has received the contractual minimum number of courses provided for in this Article.
- N. If the College decides not to appoint an adjunct faculty member for reasons of performance, the Dean shall provide the particular reasons for the decision in writing to the adjunct faculty member. If the adjunct chooses, he or she may, within seven days of receipt of the written reasons, meet with the Dean to discuss the Dean's decision. A decision not to reappoint an adjunct faculty member shall have a rational basis in fact and shall not contravene Articles 4 (Academic Freedom), Article 5 (Fair Practices) and Article 11 (Evaluation). It is understood that non-reappointment may occur after any semester and not solely following formal evaluations under Article 11.
- O. The College will provide a premium payment of \$500 to an adjunct who accepts an assignment that is offered less than 30 days prior to the first class if the adjunct has never taught the course before.

## ARTICLE 9

### WORKLOAD

- A. It is understood that the adjunct reports to the Department Chairperson or his/her designee.
- B. The workload of the adjunct includes the following:
  - 1. Effective teaching of the assigned course or courses in accordance with any department or College guidelines. According to the same standards expected of full time faculty detailed in the KSCEA collective bargaining agreement and the full time Faculty Handbook (relevant excerpts are in Appendix B). If any other standards are used, they will be identified and included in this Agreement.
  - 2. Availability to students in the course for consultation, including providing reasonable office hours of no less than one hour per week per course contracted.

3. Attendance at any required department or College meeting within one week of the start of classes. If an adjunct faculty member cannot attend such a meeting due to other work commitments, he or she shall schedule a meeting with the Department Chair or his/her designee to review what was covered at the meeting.
  4. Adherence to all department or College rules or regulations and guidelines. Such rules, regulations or guidelines must be published or otherwise distributed.
  5. On-going consultation with the department as may be appropriate regarding the integration of the course taught into the department's curriculum and any other related matters.
- C. Laboratory, studio, clinic, and activity courses shall be equated on the basis of three (3) contact hours per week being equal to two (2) academic credit hours. Compensation for music lessons shall be in accordance with Article 12 E.
- D. It is understood that adjunct faculty are part time faculty and teach one, two or three courses per semester and serve in a non-benefited instructional position. If future interpretations of the Affordable Care Act by federal government agencies and/or the courts conclude that such a workload could be deemed "full time" for benefit purposes under the legislation, the parties will also reopen this Agreement to discuss the impact of such interpretations.

## ARTICLE 10

### WORK YEAR

- A. Adjunct faculty members may be employed during the academic year (either the Fall or Spring semesters or both).
- B. Adjunct faculty members may be offered the opportunity to teach courses during the summer sessions at the prevailing summer rates or through Continuing Education. Summer sessions and Continuing Education assignments and all matters associated with such work, including rates of pay and compensation, are not covered by this Agreement.

## ARTICLE 11

### EVALUATION and PERFORMANCE AWARDS

- A. It shall be the responsibility of the Department Chairperson or his/her designee to evaluate the performance of adjunct faculty members, utilizing various sources of information such as student evaluations, individual student commentary, both oral and written, review of the syllabi and other teaching materials, evidence of student learning and, in appropriate situations as delineated below, classroom observations. An adjunct will have the right to respond to any oral or written complaints by students.
- B. Any evaluation of teaching performance will consider the same factors and standards utilized in the review for reappointment of KSCEA faculty at the College. (relevant excerpts in Appendix B)
- C. The KSCAA will participate in any review and revision of the student evaluation form that may occur during the life of this Agreement.
- D. Evaluation Task Force
  - 1. A task force that includes representatives of the KSCAA, KSCEA and the administration will convene during the Fall of 2013 for the purpose of developing a more comprehensive teaching observation form to be utilized for the adjunct faculty. This task force may include outside teaching evaluation experts as well.
  - 2. The task force will also review the current evaluation procedure and make recommendations to the College and the KSCAA for improved efficiency or other modifications.
  - 3. The task force will conclude its work by December 1, 2013 and the form created by the task force will be piloted in the observation of adjunct faculty effective with the Spring 2014 semester.
  - 4. Any recommendations on modifying this evaluation procedure will also be forwarded to the KSCAA and the College by that same date for consideration in future collective bargaining negotiations, or, if the parties both choose to do so, for any reopener on this Article prior to the next round of contract negotiations. In providing any such recommendations, the task force will establish principles for evaluation for the KSCAA and College to consider in their future negotiations of this Article.

- E. At the beginning of any semester for which an adjunct faculty member has been retained to teach, the faculty member shall provide a copy of his or her syllabus for each course to the Department Chairperson or his/her designee, along with any other materials which may be reasonably required by the department.
- F. Student evaluations shall be required in each course taught by an adjunct faculty member. Such evaluations shall be done on a form authorized by the College and in accordance with any College policy concerning such evaluations. At the conclusion of any semester in which an adjunct faculty member has taught, his/her student evaluations will be collected in the Divisional Dean's office and will be distributed to the Department Chair. The adjunct faculty member shall receive his/her student evaluations after review by the Divisional Dean and Department Chair or his/her designee.
- G. Except for the more formal reviews delineated in sections I and J below, classroom observations shall not be required every semester in which an adjunct faculty member teaches. However, in his/her discretion, the Department Chair, or his/her designee, may observe a class or classes of any adjunct faculty member whenever there is a concern about performance. An adjunct faculty member may also ask for and receive an observation of his/her class by the Department Chairperson. If there is a concern about performance which warrants an observation, the concern must be discussed with the adjunct before the observation. The adjunct and the Department Chairperson will agree upon a date for the observation.
- H. In addition to the more formal reviews delineated in sections I and J below, the Department Chairperson, or his/her designee, shall review the performance of adjunct faculty members in the Fall if the faculty member had taught only during the Fall semester or in the Spring if the faculty member had taught either during both semesters or only during the Spring semester, by reviewing the student evaluations, the syllabi and other submitted materials relating to teaching, any individual written student commentary, evidence of student any classroom observations and any other material relating to performance. Such information may be considered in determining whether or not to appoint an adjunct faculty member for additional work. All material used to evaluate performance would be shared with the faculty member at the faculty member's request.

The absence of an evaluation written by the Dean or Assistant Dean and received by the adjunct faculty member within sixty (60) days of the end of the semester indicates satisfactory performance. If the work is not deemed satisfactory, a written explanation with specified reasons will

provide within sixty (60) days to the faculty member by the Dean or Assistant Dean. The faculty member has thirty (30) days from receipt of the evaluation to respond in writing. The faculty member, chair, assistant dean or dean can request a meeting to attempt to resolve the problem/evaluation.

These same time lines will apply to the evaluations described in I, J and K of this Article.

I. In addition to the regular review of adjunct performance described above, adjunct faculty members shall be formally evaluated in accordance with the procedures of section J below and under the following schedule:

1. Adjunct faculty members in their eighth semester of service
2. Adjunct faculty members in their sixteenth semester of service and in each eighth semester thereafter

These formal evaluations provide a collegial means for prompting discussion about improving teaching and learning; for considering special performance awards; and also provide information relevant to continued consideration for employment of or assignment of courses to an adjunct faculty member

J. The formal evaluation procedure shall be as follows:

1. The Department Chair or his/her designee and either a tenure-track faculty member or another adjunct faculty member selected by the Chair will serve as the Adjunct Evaluation Committee. The adjunct faculty member being evaluated may designate a bargaining unit member to serve as an additional member of his/her Adjunct Evaluation Committee. If the adjunct faculty member had taught in more than one department, the department chair representing the greatest number of credits taught that year will organize the Adjunct Evaluation Committee. Chairs of other departments will each send one representative to the Adjunct Evaluation Committee.
2. The adjunct faculty member under review may choose to prepare a reflective narrative on his/her teaching since his/her last formal evaluation. If the adjunct faculty member does so, the narrative will present a summary of past observations and student evaluations, and it will provide the adjunct faculty member's own evaluation of his/her teaching performance. Any such narrative will be included in the portfolio described in section 3 below. The

adjunct faculty member's provision of a reflective narrative is a purely voluntary part of the evaluation process.

3. The adjunct faculty member shall prepare a portfolio that includes course syllabi for courses taught since his/her last formal evaluation, all observation summaries and any responses to same prepared by the adjunct faculty member, and, if the adjunct has elected to do so, the adjunct faculty member's narrative on teaching performance referenced in section 2 above. The College will provide, as part of the portfolio, all student evaluations from the last six semesters of teaching. The Department Chair shall inform the adjunct of the date by which such a portfolio shall be due.
4. During the semester in which the review is taking place, Committee members will observe at least one class of the adjunct faculty member. The observers and the faculty member should mutually agree on the class to be observed and the faculty member must be given at least 24 hour's notice before the observation. The observers should be given a copy of the syllabus before the class begins and should be informed about the context for the day's lesson. After the class, the faculty member and the observers should discuss the class. The observers will then prepare a written summary of the observation within two weeks and present a copy of the summary to the adjunct faculty member. The adjunct faculty member may prepare a written response should he or she wish. A common form will be used for the observation(s) and currently that common form is attached as Appendix B.
5. The Adjunct Evaluation Committee will review the materials and prepare a report for the adjunct faculty member's personnel file. The report shall include appropriate commendations for teaching performance, appropriate recommendations for improvements, if any, and a recommendation for continuing consideration for employment. The Committee will present a copy of the report to the adjunct faculty member and will meet with the adjunct faculty member to discuss the report. The adjunct faculty member may then append a response to the report. The report must be prepared within one month after the end of the semester and forwarded to the Dean. In the event that the Committee does not prepare a report, the adjunct faculty member may submit the portfolio and any other supporting documentation to the Dean, who will then prepare a report for the personnel file. Following the submission

of the report to the Dean, the adjunct faculty member and the Dean will meet at either party's request to discuss the report.

K. It is understood that the Dean may substitute for the Department Chair as the evaluator under this Article.

L. Performance Awards

1. Each year, beginning in FY 15, there shall be a \$10,000 pool available for performance awards to selected adjunct faculty members which may be given for exceptional teaching performance. Any such individual awards shall be in the amount of \$1000.
2. An adjunct faculty member may be considered for such an award only when formally evaluated under the procedure described in Sections I and J above.
3. When an adjunct faculty member is formally evaluated, the Adjunct Evaluation Committee, in addition to the functions described in section J above, may, but is not required to, recommend that the adjunct receive a \$1000 performance award for exceptional teaching performance. Such bonus is not added into the per credit rates.
4. Any such recommendation will be made to the Provost, who will make final decisions on any such recommendations made during the year.
5. The Provost will make her/his decisions in May following completion of both the Fall and Spring semester teaching evaluations and/or formal evaluations.
6. Any such decisions by the Provost shall not be grievable.
7. The Provost is under no obligation to expend all \$10,000 from the pool in any given academic year. Any remaining money from the pool which has not been awarded will not carry over into the subsequent year but will revert to the College.

M. Excellence in Teaching Award. Each year, beginning in FY 15, a Dean or any department chair may recommend an adjunct faculty member for the "Excellence in Teaching" Award. Such award will be given to no more than one adjunct faculty member in any academic year and will be made by the Provost after considering any recommendations sent to her/him by the Deans and/or the chairs. There will be due recognition accorded to any adjunct who

is given this Award as well as a bonus of \$1000, which may be over and above any performance bonus the adjunct may have already been awarded under the provisions of Section L above. Such award will not be added into the per credit rate of the particular adjunct faculty member

## ARTICLE 12

### SALARIES

- A. Keene State College shall recognize all academic year courses as being paid on the following Adjunct pay scales and shall count toward accumulated course load.
- B. Effective with Fall semester 2013:
  - 1. Adjuncts in their fifth through eighth semester of teaching with the College will be paid \$1000 per credit
  - 2. Adjuncts in their ninth through fourteenth semester of teaching with the College will be paid \$1250 per credit
  - 3. Adjuncts in their fifteenth or more semester of teaching with the College will be paid \$1400 per credit
  - 4. As an exception to section B.3 above, adjuncts who as of May 31, 2013 have taught 20 or more semesters at the College will be paid at the rate of \$1510 per credit beginning in the Fall of 2013. In addition, the four adjunct faculty members listed in a side letter will be placed in this 20 semester band effective FY 15. (Robert Shalit, Ted White, Deena Shields, Teresa Podlesney).

Adjuncts who as of May 31, 2013 have not taught 20 or more semesters at the College will be paid under the provisions of section B. 3 above even if they later reach the 20 semester level.
  - 5. As an exception to section B. 4 above, any adjunct faculty member who is assigned to a third course for the Fall of 2013 or the Spring of 2014 will receive the credit rate that was in place under Article 12.A.2 of the previous collective bargaining agreement.
  - 6. An additional 7% will be provided for faculty holding an appropriate terminal degree.

C. These rates will increase by 2.0% for FY 15 and 2.0% for FY 16.

D. The College will provide an adjunct faculty member with the following one-time bonuses (not added into base credit rates) upon completion of a certain number of semesters of at the College:

Completion of 30 semesters	\$500
Completion of 40 semesters	\$1000

Such bonuses are not added into base credit rates and are not cumulative.

E. In FY 15, adjuncts will also be eligible for performance bonuses of \$1000 in accordance with the provisions of Article 11. L.

F. Adjuncts who teach music lessons will not be compensated on a per credit rate but will instead be compensated at the following rate per hour of teaching:

	<u>7-1-13</u>	<u>7-1-14</u>	<u>7-1-15</u>
Adjuncts in their third year at the College	\$43	\$44	\$45
Adjuncts in their fourth, fifth or sixth year	\$45	\$45	\$46
More than six years of service	\$47	\$47	\$47

G. Adjuncts who teach independent studies will not be compensated on a per credit rate but will instead be compensated according to the following understanding:

When there is a regular course that a student needs, and such course is not offered, the College will, by prior agreement, authorize a paid independent study arrangement. In such case, the adjunct faculty member who supervises an independent study for such course shall receive \$100 for 3 credits or \$135 for 4 credits.

H. An adjunct will be paid in ten (10) bi-weekly pay checks beginning with the first pay check period for each semester.

## ARTICLE 13

### PROFESSIONAL DEVELOPMENT FUND

- A. The College recognizes the importance of providing professional development opportunities to adjunct faculty members. Professional development activities include:

-Activities that will directly impact the faculty member's courses at the College, their content, pedagogy or assessment

- Such activities may include attendance at conferences, lectures, workshops, or other training opportunities at the College or elsewhere, or travel to engage in scholarly activities.

- These professional development activities must be clearly connected to classes taught or collaboration undertaken on campus.

- B. Adjunct faculty members are welcome to attend professional development activities, including Professional Development week held at the end of the spring semester; New Adjunct Orientation sessions offered two weeks before the start of each semester; and workshops on topical issues announced via the campus e-mail system. In addition, unit adjunct faculty are invited to apply for limited funds for professional development activities under this Article.

- C. Professional Development Week. Throughout the academic year, faculty have opportunities to participate in instructional development institutes, workshops, and round tables. Institutes are typically offered during the two weeks following Commencement. Faculty are also welcome to contact the Center for Engagement in Learning and Teaching with ideas that they may have for institutes, workshops or roundtables.

- D. Current professional development offerings for adjuncts include:

1. CELT: orientation and training specific to adjuncts offered in person and on line, including a web based handbook
2. OPSR: Adjunct faculty Development Grant
3. HR: KSCAA Professional Development Form for KSC Course Enrollment
4. ISP: ITW & IQL Coordinators provide one on one and group sessions, plus links to resources and trainings.
5. Task force on writing
6. Calderwood Institute

- E. It is expectation of the College that KSCAA unit members will engage in a minimum of two professional development experiences annually (normally, one per semester). Such experiences will help support College goals of enhancing effective teaching and learning strategies, transformative pedagogical development, technology training related to teaching. During FY 14, the College and the KSCAA will work to identify specific, relevant professional development experiences to be shared with the KSCAA membership in advance of the 2014-15 academic year.
  
- F. In any semester in which an adjunct is teaching, he or she may enroll in courses at the College at no charge only on a space-available basis following the final add/drop date for students.
  
- G. Beginning in FY 15, the College will make available a sum of \$36,000 each year for on-campus professional development activities specifically related to the pedagogic expectations of the College and support needs for adjuncts. This fund will be administered by the Provost's Office and, in consultation with the KSCAA leadership professional development experiences appropriate for the Association will be planned and supported,. This fund will also be used to incentivize member participation in a maximum of eight (8) hours of professional development experiences each year at the rate of \$25 per hour with payment made at the end of the contract period. Each year, the Provost will provide the KSCAA President will an annual summary of activity for this professional development fund. Unspent funds will be returned to the College at the end of each fiscal year.
  
- H. In addition, the College will make available a sum of \$15,000 each year for off-campus professional development experiences. Adjuncts are eligible to apply to receive awards to support their development aims. This fund will be administered by three members of the adjunct unit and will include participation by a faculty member or staff member designated by the Provost. Any professional development money under this article will be paid to the faculty member within thirty (30) days of the activity. For those adjunct faculty members who have completed 30 semesters of teaching at the College, and who are awarded an amount of money from this pool, such faculty members will receive a matching grant from the College in the same amount as awarded from the pool (such matching grant will not be deducted from the \$15,000 pool).

## ARTICLE 14

### POSITION OPENINGS

The College and the University System will post job vacancies on their respective websites. Adjunct faculty members are encouraged to review such postings as appropriate for tenure-track positions and administrative positions. Members of the unit will be considered internal candidates for the purposes of applying for USNH positions and for the purpose of qualifying for USNH policy USY-V-E-6.1 without regard to the definitions in USY-V-E-6.1

## ARTICLE 15

### LEAVES OF ABSENCE

- A. When an adjunct faculty member is unable to perform his or her duties and responsibilities due to a temporary disability s/he may apply for a temporary unpaid leave of absence without pay. Such leave shall be granted upon documentation of the disability for up to twelve (12) weeks. This leave may be extended in certain cases for the duration of the semester in which the leave is being taken. Any semester in which an adjunct faculty member has worked part of the semester and has been on an approved leave of absence for part of the semester shall count as a semester worked for purposes of service calculations (for salary and unit membership). Any semester in which no work has been performed but for which the faculty member has an approved leave shall not count towards the five consecutive semesters of "no assignment" as described in the Recognition article.
- B. Adjunct faculty member may also apply for leaves without pay for the purpose of professional leave, military duty, and care of family members. The approval or denial of such leaves will state the status of service for the semester(s) of leave or the reason for denial as appropriate.
- C. Adjunct faculty members may also apply for paid leaves for jury duty and for bereavement leave in accordance with the University System of New Hampshire policy for PATs.
- D. Leaves may be granted at the discretion of the College for appropriate reasons for a period not to exceed two semesters.
- E. An adjunct faculty member will be offered a teaching assignment if available consistent with the other provisions of this Agreement upon return from leave.

- F. Nothing contained in this Article shall limit an adjunct faculty member from exercising his/her rights under the Family and Medical Leave Act of 1993.

## ARTICLE 16

### MISCELLANEOUS WORKING CONDITIONS

- A. Adjunct faculty traveling on approved official business and/or institutional trips shall be reimbursed for reasonable expenses in accordance with College policies, as those policies may be amended from time to time.
- B. The College and the faculty agree to abide by applicable federal and state laws concerning health and safety in the workplace. The College shall make the minutes of the College Safety Committee meetings available to the Association either through computer posting or mailed copies.
- C. The parties hereby specifically incorporate into this Agreement by reference the College's Institutional Property Policy and the College's Computer Network Use Policy, as these policies may be amended from time to time.
- D. Adjunct faculty shall be provide with a voicemail box number with which to be reached directly via express messaging and 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.
- E. Adjunct faculty shall have reasonable access to secretarial assistance, duplicating services and supplies for the preparation of teaching materials, examinations, and other related materials.
- F. Adjunct faculty members shall be issued photo ID cards at their request.
- G. Adjunct faculty members shall have the same rights and privileges of access to library materials and services as full-time faculty, with the presentation of their ID cards.
- H. In accordance with the College health and wellness goals, adjunct faculty shall have access to all Spaulding Gym and Recreational Center facilities. For those facilities requiring membership payment, adjunct unit members will receive a 50% membership rate reduction.
- I. Adjunct faculty may apply for and receive a parking decal at no cost and may park in lots with an F/S designation.

- J. Adjunct faculty may receive the same ticket discounts as are available to full-time faculty members.
- K. Eligibility to Participate in Flexible Savings Accounts (FSAs): Effective January 1, 2011,  
Members of the bargaining unit will be eligible to make pre-tax salary reductions to a Health FSA for qualified medical expense reimbursement and/or a Dependent Care FSA for qualified dependent care expenses. FSA's are subject to USNH guidelines and IRS rules, regulations and nondiscrimination testing. Pre-tax salary reduction elections must be made prior to the plan year through an open-enrollment period. The elections must be made on an annual basis each year. FSAs will be subject to the following annual minimum and maximum pre-tax salary deferrals:

Health FSA	Annual Minimum \$100	and Maximum \$2,000
Dependent Care	Annual Minimum \$100	and Maximum \$5,000

## ARTICLE 17

### ASSOCIATION RIGHTS

- A. College-Association Communication
  - 1. It is agreed that the Provost and Vice President for Academic Affairs and the President of the Association, at the request of either, will meet periodically to discuss issues of mutual concern. Either party upon notice to the other may bring other representatives. Such meetings shall not occur more frequently than once a semester, except for urgent matters and/or by mutual agreement. Agendas shall be agreed upon within seven (7) days of such meetings. Such meetings shall not be for the purpose of negotiations nor for the resolution of grievances.
  - 2. The College shall make available to the Association President, either through computer posting or mailed copies, a copy of the advance agenda of monthly meetings of the Board of Trustees and a copy of the minutes of such meetings.
  - 3. The College shall provide to the Association, upon its written request and within a reasonable amount of time thereafter, such information and data as are necessary for collective bargaining and/or the implementation of this Agreement. The College shall

not be obliged to prepare or to otherwise produce such information and data in any other form than already exists at the time of the request if such preparation or production would be unreasonably burdensome.

4. The College shall provide to the Association President a list of all bargaining unit members no later than one month after the commencement of the Fall and Spring semesters.

B. Association Use of Facilities

1. The Association shall have the right to make reasonable use of College space, facilities and equipment in accordance with College policies and procedures, as may be amended from time to time, for activities relating to its position as the recognized representative of the members of its bargaining unit.
  2. The Association shall be entitled to reasonable use of the campus mail, without cost, in accordance with College procedures. The Association agrees to limit its use to material directly related to its function as collective bargaining agent.
  3. The Association shall have the right to post, at appropriate designated places on the campus, bulletins and notices relevant to official Association business.
  4. Duly authorized representatives of the Association shall be permitted to transact official union business on campus at reasonable times provided it does not interfere with normal College operations.
  5. The Association shall be entitled to hold meetings at reasonable times. The Association, its officers and members, shall not engage in Association activities which interfere with normal College operations.
  6. This Association shall be entitled to the use of a locked file cabinet for storage of Association materials, and archive space at the Mason Library.
- C. The College shall deduct, in four equal installments, usually beginning in October, the regular annual dues or service fee of the Association from the pay of each bargaining unit member who has submitted a payroll deduction form, or the member may request a single, lump-sum payroll deduction for dues or the service fee. The Association will provide the College with the completed deduction forms for dues or the service fee.

Deductions authorized by faculty members submitted to the College after October 1 shall begin no later than three (3) weeks after submission.

1. Faculty may submit payroll deductions forms only during the months of September and January of each work year.
2. The amount to be deducted shall be certified by the Association to the College and the aggregate deductions shall be remitted monthly to KSCAA together with an itemized statement containing the names of faculty members with the amount of dues or service fee deducted for each one. Remittance to the Association shall be made by the last day of the month following the month in which such deductions have been made.
3. Effective July 1, 2007, all employees covered by this Agreement who are members of the bargaining unit shall be required to pay dues or a service fee for the expenses incurred by the Association related to collective bargaining, including but not limited to negotiations, grievance and arbitrations, and actions taken under RSA 273-A, in an amount not greater than Association dues.
4. Employees have the right to object to the payment of a service fee or to the amount of the service fee. The Association will provide written justification to the employee for the amount of the service fee charged. Employees who object shall notify both the employer and the Association of the specific objections by certified mail, return receipt requested, no later than November 1 in each academic year.
5. The only grounds for an exception to the dues or service fee shall be for an employee who is a member of a bona fide religious organization that specifically objects to the payment of dues or a service fee to public labor organizations. The employee who objects on these grounds shall provide appropriate documentation, including but not limited to his/her membership in such an organization and a copy of the organization's statement regarding such membership to the Association.
6. Membership in the Association shall be continuous. Any change from dues paying membership status to agency fee status shall be for the next academic year and must be made by the employee no later than May 15 of the current academic year in writing to the employer and the Association by certified mail, return receipt requested.

7. Employees whose appeal of the service fee is not sustained shall be subject to collection of the fee through the appropriate legal measures under New Hampshire law.
8. The Association shall hold the College harmless with regard to any action arising out of its compliance with this section.
9. The Association will provide the College with a packet of information, including but not limited to, a membership dues deduction form, an explanation of the requirements for either dues deduction or the service fee, and a service fee deduction form. The College will provide the packet to members of the bargaining unit at the start of each academic year. New bargaining unit members will receive the packet at the start of their first semester in the bargaining unit. The form will indicate where the form is to be sent and to whom questions should be addressed.

- D. The President of the KSCAA will receive a stipend equal to one 4 credit course per academic year

## ARTICLE 18

### NO STRIKE OR LOCKOUT

- A. The Association, on behalf of its officers, agents and members and all faculty members agree that, so long as this Agreement or any written extension hereof is in effect, there shall be no strikes, slow-downs, walkouts, or withholding of services.
- B. Any member of the unit who violates the provisions of this Article will be subject to discipline, including discharge.
- C. The Association agrees to indemnify the College for all expenses and damages that occur as a result of prohibited activity under section A of this Article when such action is publicly condoned by the Association. In the event of a prohibited strike under this Article, the Association agrees to use every reasonable effort to inform members of the unit of the illegality of such activity and of the Association's policy of opposition to such activity.
- D. The College agrees that it shall not invoke any lockouts for the life of this Agreement or any written extension thereof.

## ARTICLE 19

### SEPARABILITY

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 valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

## ARTICLE 20

### DURATION

Except as may otherwise be indicated, this Agreement shall take effect with ratification and shall continue in full force and effect until midnight June 30, 2016 and shall be automatically renewed from year to year thereafter unless by February 1, 2016 either party notifies the other in writing by registered or certified mail of its desire to terminate or amend the Agreement.

**Appendix A  
Adjunct Teaching Availability Form**

Date of submission (on or before October 1 <sup>st</sup> prior to subsequent academic year scheduling):	
Submitted to:	
School, Department (or specific Integrative Studies program course if appropriate):	
Name:	
KSCAA member (Y/N):	
Mailing address (postal):	Mailing address (electronic):
Teaching Availability for subsequent academic year. Please identify courses and availability for the semester(s)/term requested:	
<i>Fall semester course request</i>	<i>Spring semester course request</i>
<i>Available days of week and instructional times block(s)</i>	<i>Available days of week and instructional times block(s)</i>
Please list additional materials provided to support departmental instructional planning and consideration of instructional appointment (As provided in Article 8C of the Collective Bargaining Agreement):	

**Appendix B**  
**Teaching effectiveness references, standards, and continuing appointment expectations for**  
**full time tenure track faculty--**

Excerpts from current Keene State College Education Association CBA and  
Tenure Track Faculty Handbook

**Collective Bargaining Agreement**

Article VIII

A. Performance Evaluations

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5. DPEC Performance Evaluations: The DPEC will submit a written performance evaluation to the dean for each faculty member in his/her first and third years of appointment.
  - a. For faculty in their first year of appointment, the Chair of the DPEC or designee will 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 s/he did not submit. To the extent that the faculty member disagrees with the DPEC report s/he may attach a statement of disagreement.
  - e. DPEC reports, which are advisory in nature, are due in the dean's office by June 1.
- B. Evaluation for Promotion and Tenure
- C. 4. The file and the DPEC recommendation will be made available to the Dean who will write a separate recommendation and forward it to the Provost. FEAC will consider the file and DPEC recommendations and make its summary written recommendation available to the Provost with the complete file. A copy of each recommendation will be sent to the individual faculty member when it is forwarded. In cases where the FEAC and the DPEC have disagreed in their final recommendations on a candidate, the Provost will convene a meeting of representatives of the DPEC and the FEAC, along with the appropriate Dean (who must also have given his or her recommendation) to discuss the candidate's application. This meeting will occur without the candidate being

present. 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.

### **Faculty Handbook References**

- III. Faculty Performance and Evaluation: The Collective Bargaining Agreement (CBA) specifies that full-time faculty shall generally teach 24 credit hours per academic year (Article XI. B.1.) and may be assigned a maximum of 21 advisees (Article XI. I.2). It is impossible, however, to define faculty responsibilities in such limited terms. Quality teaching demands ongoing study and professional development, participation in professional organizations, work with campus committees, and hours spent mentoring students as well as evaluating their work. Other activities supporting quality teaching may include setting up and breaking down labs, ordering and inventorying supplies, maintaining equipment, supervising student assistants, and coordinating multi-section courses taught by adjuncts.
- A. Instructional Expectations: Chairs and coordinators have a wealth of information to support faculty, manage problems and can provide formative as well as summative feedback. New faculty will find it useful to consult with department chairs for guidance and assistance with normal classroom procedures. Chairs and coordinators are responsible for course scheduling, convening section meetings, and generally ensuring that teaching, student advisement, curricular changes, and other matters function smoothly. They communicate information from deans and administrators to faculty in their disciplines. Chairs (Article VIII. B.) oversee the development of Department Peer Evaluation Committees (DPECs) and see that the business of faculty evaluation is carried out appropriately. Deans make recommendations on staffing courses and hiring new faculty. They have a strong voice in proposals for curricular change and in encouraging professional development. Any incidents of student dishonesty must be reported to assistant deans. Details on preparation of the syllabus, attendance policies, and other matters can be found in the following chapter on "Teaching and Classroom Management." The Center for Engagement Learning, and Teaching (CELT) can provide support, consultation, and materials on these and other teaching, learning, and assessment issues. In addition to their teaching responsibilities, faculty is expected to participate in the governance and civil activities of the College. This would normally include active membership on a few committees each year. Faculty is encouraged to choose committee assignments in line with their special interests and talents. Service to the College constitutes one of the criteria for promotion and tenure.
1. Course Syllabi: A course syllabus is required to be uploaded on to the course Blackboard site by the start of classes. Syllabi should be reviewed with students during the first week of classes.
  2. Class Attendance and Related Matters: Faculty Members are expected to attend all class sessions unless alternate arrangements have been made and students have been notified. Classes shall begin and end promptly. Throughout each class session all parties shall adopt a courteous, attentive demeanor appropriate to an academic setting.
  3. Deadlines: Faculty members shall maintain a minimum of three (3) Office hours per week on three (3) different days per week during the regular semester. Faculty members will post and maintain their office hours and are encouraged to have evening office hours at least one (1) per week to accommodate non-traditional

students (Article XI. H. 1 and 2). Faculty members shall return students' work in a reasonable amount of time. Changes in the course requirements or established deadlines shall allow reasonable time for students to complete the work. Faculty members shall submit final grades to the Registrar's Office by noon on Tuesday after the last final.

4. **Format for Student Work:** Faculty members are expected to inform students of acceptable scope and format for work and of the consequences for noncompliance. This information shall be included in the course syllabus.
  5. **Academic Ethics:** As teachers, faculty members encourage the free pursuit of learning in their students. They hold before them the best scholarly standards of the discipline. They demonstrate respect for students as individuals and adhere to the proper role as intellectual guides and counselors. They make every reasonable effort to foster honest academic conduct and to assure that evaluation of students reflects their true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation of students for private advantage and acknowledge significant assistance from them. They protect their academic freedom.
- B. **Annual Self Evaluation:** Every tenure track faculty member must complete a self evaluation to be submitted to the faculty member's Dean by May 15<sup>th</sup>.
- C. **Promotion and Tenure Procedures (Articles VIII, IX and X):** The CBA with the Keene State College Education Association (KSCEA) contains legally binding information about tenure and promotion procedures. The following guidelines are offered as general advice only. The faculty member's official relationship with the College begins with the letter of appointment, which should be preserved, along with all other relevant personnel documents, and later presented when applying for tenure and promotion. Faculty are appointed at the rank of assistant professor, or as Instructor if the terminal degree is in process. Upon confirmation of degree completion, faculty members at the rank of Instructor will automatically receive a change in status to assistant professor effective the beginning of the next academic year. Assistant professors are eligible for promotion to associate professor after a term of five years and tenure decisions are considered after six years of service at Keene State College, unless a faculty member's letter of appointment specifies otherwise.
1. **Evaluation.** As a faculty member, it is in your best interest to see that reviews occur in a timely fashion, despite changes of personnel in the office of department chair or dean. You must also notify your chair and dean by September 1<sup>st</sup> (Article VIII.C.2) of the year in which you intend to apply for tenure and/or promotion. It is your responsibility to maintain records (initial letter of appointment, your annual self-evaluations, classroom observations, DPEC reports, and dean's evaluations) and to present them when applying for promotion and/or tenure. The promotion and/or tenure process begins with individual self-evaluations, to be completed by all faculty every spring, and proceeds as follows:
    - a. Non-tenured faculty are evaluated by their DPEC chair informally at the end of their first semester of service.
    - b. Formal DPEC evaluations occur at the end of the first and third years of service.
    - c. In any year, the dean, the department chair or the faculty member can request an evaluation

- d. Additional DPEC evaluations occur as part of the application process for promotion and/or tenure
- 2. Application for Promotion and/or Tenure: During the fall semester of the academic year in which a promotion and/or tenure decision is to be made, a faculty member will present a portfolio to their DPEC committee outlining the faculty members accomplishments in three areas: teaching, scholarship/related professional activities and service to the College. Faculty applying for promotion and/or tenure will be evaluated by the Faculty Evaluation Advisory Committee (FEAC) following these procedures. It is highly recommended that faculty members seeking promotion to associate professor or professor communicate their intentions at least a year in advance to their dean and DPEC, so that appropriate evaluations be included in the promotion file. Copies of recommendations from all authorized persons and bodies will be sent to the candidates.
  - a. Portfolio: A portfolio includes a binder not more than 3" wide with support materials and a second binder of student evaluations. Each candidate will assemble their own promotion and/or tenure file and deliver it to the DPEC chair by the date issued by the Provost's Office. Candidates are encouraged to be selective in their choices of materials for inclusion in their portfolio. The candidate's portfolio should be organized in a coherent, professional manner. The information should be fully accessible to those who will review the portfolio.
  - b. Application:
    - i. Eligibility: Faculty members eligible for promotion and/or tenure will be notified by the Provost's Office by May 31<sup>st</sup>. Candidates will be considered in the following groups: Professor, Associate Professor and tenure. Eligibility rank qualifications are available in the CBA Article IX.

#### File Guidelines

- i. DPEC Submission: The second step in the evaluation process occurs at the discipline level. A Department Peer Evaluation Committee (DPEC) evaluates untenured faculty by June 1<sup>st</sup> of their first year and third year of service of service. Department standards for promotion and/or tenure are available at: <http://sites.keene.edu/academicaffairs/departmental-dpec-guidelines> The DPEC Report template must be used to complete the evaluation process. Each DPEC will examine the promotion and/or tenure file and augment it with its classroom observation reports and recommendation, including the vote and rationale. The DPEC will submit its report and all promotion and/or tenure materials to the Provost's Office by the date specified by the Provost's Office.
  - ii. Dean's Process: The deans will examine the promotion and/or tenure portfolios, including the DPEC report and complete a recommendation.
- FEAC Procedural Guidelines: Candidates are responsible for the preparation of promotion and tenure files. Evaluation will be based on the contents of the file. Care should be exercised to ensure the file's accurate representation of your professional activities and achievements. Supporting evidence for tenure shall cover the entire period since the candidate's appointment to a tenure-track position. Supporting evidence for promotion shall cover the entire period since the previous promotion. In the case of a faculty member who wishes to cite performance at previous institution(s), the faculty member should provide documentation of performance in all three categories for the period of service at those

institutions. Those documents should be included in the file. **Supporting documentation should be submitted for all work.** Those who read a file may not be familiar with terminology, professional associations, journals, acronyms, certifications, and other language of your field. Help these readers understand your professional competence and achievements as you would help your students understand your field.

- i. Final Steps: The mutually independent recommendation of the dean and of the FEAC will go directly to the Provost's Office. The recommendation of the Provost, after view by the president of the College, will be transmitted to the Board of Trustees for final consideration.
  - ii. Rights of the Candidate: Rights of the Candidate: *(in addition to those in the Collective Bargaining Agreement and the DPEC and the FEAC Guidelines):*
    - To respond in writing to any materials used in the evaluation at any level.
    - To submit written responses to recommendations by DPEC and FEAC, within four calendar days of receipt of a copy.
    - In the event the DPEC has not completed its work by the FEAC deadline, the candidate may retrieve the promotion files from the DPEC and deliver them to the Academic Affairs Office.
    - If the dean is not completing evaluations in a timely manner, the candidate should contact the KSCEA grievance officer and/or the Academic Affairs Office.
    - In the event of a formal committee hearing called by the FEAC:
      1. To confront and examine all parties testifying.
      2. To have a Keene State College colleague-advisor present.
      3. To request testimony from qualified faculty members of this or another institution, upon approval of FEAC, such witnesses being subject to cross-examination.
    - Candidates may request reconsideration by the FEAC. Such requests shall be in writing and received by the chair of the FEAC within four days of the candidate's receipt of the FEAC letter. This request will be granted if the candidate points out a significant procedural error or provides information that could not reasonably have been included in the original file and that, in the opinion of the FEAC, substantially alters the material basis of the FEAC action. In the event of denial of reconsideration, the FEAC will so notify the candidate in writing indicating that the FEAC did not find substantial grounds for reconsideration. No other explanation should be made.
    - Candidates may write a letter of rebuttal directly to the office for academic affairs that will be used in deliberations.
- D. Student Evaluation of Faculty: This process is currently under review and may be changed within this year. Student Evaluation of Faculty: At Keene State College the current policy is to conduct end-of-semester student valuations of each course. Course evaluation packets are distributed a week before the end of classes. During class time you will need to assign a student monitor to take responsibility for distribution and collection of the evaluations. You must leave the room while students complete the forms. The student monitor will then collect the completed forms, return them to the envelope, and deliver the sealed envelope to your dean's office. If the class is held after the regular 4:30 p.m. closing time, evaluations are to be delivered to the circulation

desk at the Mason Library. These course evaluations are important in the consideration of faculty for promotion and tenure; therefore, you must emphasize their importance to students and make sure that they understand the procedure.

### **DPEC Procedural Guidelines (Departments Define Teaching Effectiveness)**

<http://sites.keene.edu/academicaffairs/departmental-dpec-guidelines/>

### **FEAC Guidelines for PT Files**

Narratives for each of the three evaluation areas (each typically no longer than two pages each).

Teaching Effectiveness (including academic advising)

- The faculty member's main fields of teaching interest and competence.
- The faculty member's description of his or her philosophy of teaching, teaching methods used, and effectiveness (including strengths and weaknesses) of his or her teaching.
- The faculty member's efforts and plans for maintaining and/or improving the quality of teaching effectiveness.
- The faculty member's description of the methods and effectiveness of his or her academic advising.
- Syllabi of all courses taught since the last personnel action.

Items that may be worthy of inclusion as documentation in the first notebook of the file:

Teaching Effectiveness (including academic advising)

- Descriptions of innovations or special methods used by the faculty member in his or her teaching.
- Evidence of careful selection and preparation of class materials. This could include sample exams, handouts, assignments, and other materials.
- Evidence of student learning. This could include samples of student work, standardized test scores, awards that student course work has received, and other evidence.
- Evidence of effective advising. This could include letters of appreciation, evidence of student retention and/or timely completion of degree program, and other examples.

A candidate may include additional materials at his or her discretion. All materials should be germane, contribute something to the folder that is not otherwise available, be well organized and provide substantial contribution to the ability of the FEAC to fully and fairly evaluate the candidate.

- Evaluation Criteria, Evidence and Documentation: Teaching effectiveness is a necessary condition for continuing contracts, tenure, and promotion to any level. All faculty members are expected to be professionally current, engaged in scholarly activity, and active citizens of the Keene State community. There is no one model of a quality faculty member – no ideal résumé. The specific amount and type of scholarship, professional activity, and service appropriate for continuing contracts, tenure, or promotion will vary considerably with the faculty member's field, skills, and interests. For any given faculty member, the understanding of what constitutes effective teaching, active scholarship, and good citizenship at Keene State necessarily emerges from good communication with colleagues and deans. Opinions of colleagues and deans are advisory. All personnel actions are management rights (Article III A) and result from the evaluation process

described in Article VIII of the Collective Bargaining Agreement and the DPEC and FEAC Guidelines.

- Teaching Effectiveness (including academic advising) The primary responsibility of a faculty member at Keene
- State is effective teaching, both in and out of the classroom. Effectiveness is ultimately measured by student learning, not faculty knowledge or actions. Evidence of teaching effectiveness should address student learning.
- It may be helpful to think of teaching effectiveness in terms of four sub-categories:
  - content knowledge
  - pedagogy
  - instructional design
  - reflective practice

Academic advising is an important faculty role. For purposes of evaluation, it is considered under the teaching effectiveness area. Evidence of teaching effectiveness may include, but is not limited to:

- teaching or student documents that demonstrate preparation for classes such as: effective communication with students; effective use of class time; encouragement of responsible,
- independent, analytic, or creative thought by students; academic demands appropriate for the level of the course; fair, careful, and prompt evaluation of student work; organization of materials; efforts to improve teaching skills and manifesting creativity and imagination in teaching performance; response to differences in student goals, strengths and weaknesses, and learning styles
- classroom observations by peers
- evidence of availability to students for out-of-class help
- demonstration(s) of comprehensive, extensive, and current knowledge of subject areas
- thoughtful reflection on teaching effectiveness
- thoughtful consideration of student course evaluations and the use of that information in adaptation or improvement of teaching methods and materials
- evidence of student learning
- willing, conscientious, and effective academic advisement
- developing and teaching new classes
- effective use of technology to achieve learning objectives

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### Side letter

The KSCAA agrees to withdraw its modification petition currently pending before the PELRB in which it seeks to add clinical faculty and artists-in-residence to its bargaining unit. (Consolidated Case Nos.E-0125-1, Keene State College EA/NEA-NH and University System of NH and Case No. E-0130-1, Adjuncts Association of Keene State College.)

Other agreements

- The Technology/Office Space committee (MOA below) shall continue. Recommendations from the committee to be received by both parties by the end of FY 14
- Provost will write a letter to President of KSCAA confirming that on-line courses will be treated the same as other courses
- College in filling any one of the five contract lecturer positions referred to in Article 1 shall use traditional search practices and at least one qualified in-house adjunct candidate will be granted an on-campus interview.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE USNH BOARD OF TRUSTEES  
AND THE KEENE STATE COLLEGE ADJUNCT ASSOCIATION**

Study Committee on Office Space and Technology

A joint study committee with equal representation of Association and administration representatives will be established to study office space and technology. Report by committee to be received, prior to next round of negotiations.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE USNH BOARD OF TRUSTEES  
AND THE KEENE STATE COLLEGE ADJUNCT ASSOCIATION**

Continuing Education Course Rates

Any member of the bargaining unit who teaches a course in Continuing Education during the academic year (Fall and Spring semesters) will henceforth be paid in accordance with the adjunct salary schedule set forth in Article 12.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE USNH BOARD OF TRUSTEES  
AND THE KEENE STATE COLLEGE ADJUNCT ASSOCIATION**

Agreement on Adjunct Faculty Serving as Academic Advisors

Adjunct faculty shall be eligible to advise students under the following circumstances:

1. Academic departments will identify the need for advisement support and the adjunct faculty member will agree to offer the requested support.
2. Adjunct faculty shall receive educational support from the academic department before undertaking their duties as advisors.
3. Adjunct faculty advisors shall be compensated at the end of the instructional contract period at a rate of \$25 per student.
  - a. Adjunct faculty may volunteer to perform their duties in the Advising Center or within their own departments. The choice of advisors will be made by the Director of the Academic and Career Advising Center or the Department Chair.
  - b. Adjunct faculty who serve in the Advising Center shall advise students regarding registration processes, general education requirements, and other general advising not related to requirements in a major.
  - c. Adjunct faculty who serve as advisors in their own departments shall be assigned to students in that department or to students who have indicated an interest in majoring in that department. Advising assignments shall involve discussions with the Chairperson of the department.
4. In order to advise, an adjunct faculty member would have an active contract for the academic semester.

**Signature Page**

IN WITNESS WHEREOF, The Board had caused this instrument to be signed and sealed by its duly authorized representatives and the Association has caused this instrument to be signed and sealed by its duly authorized representative on August 22, 2013.

*Keene State College  
Adjunct Association*

*University System  
of New Hampshire*

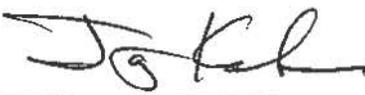
By   
\_\_\_\_\_  
*Mitchell Speaks*  
President  
Adjunct Association  
Keene State College

By   
\_\_\_\_\_  
*Anne Huot*  
President  
Keene State College

By   
\_\_\_\_\_  
*Michael McCarthy*  
Adjunct Association  
Keene State College

By   
\_\_\_\_\_  
*Melinda Treadwell*  
Provost , VPAA  
Keene State College

By   
\_\_\_\_\_  
*Teresa Podlesney*  
Adjunct Association  
Keene State College

By   
\_\_\_\_\_  
*Jay Kahn*  
Vice President for Finance and  
Planning  
Keene State College

By   
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Kim Harkness  
Andrew Harris  
Wayne Hartz  
Irene Herold  
Karen House  
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