

COLLECTIVE BARGAINING AGREEMENT

University System of New Hampshire Board of Trustees
&
Keene State College Education Association

December 16, 2021- June 30, 2025

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

TABLE OF CONTENTS

	page
PREAMBLE	5
<i>ARTICLE I</i> <u>RECOGNITION</u>	5
<i>ARTICLE II</i> <u>DEFINITIONS</u>	6
<i>ARTICLE III</i> <u>MANAGEMENT RIGHTS</u>	7
<i>ARTICLE IV</i> <u>ACADEMIC FREEDOM</u>	8
<i>ARTICLE V</i> <u>FAIR PRACTICES</u>	9
<i>ARTICLE VI</i> <u>GRIEVANCE AND ARBITRATION PROCEDURES</u>	10
<i>ARTICLE VII</i> <u>PERSONNEL FILES</u>	14
<i>ARTICLE VIII</i> <u>EVALUATION PROCEDURES-FULL TIME</u> <u>TENURETRACK FACULTY</u>	16
<i>ARTICLE VIII-A</i> <u>EVALUATION PROCEDURES-FULL TIME</u> <u>CLINICAL FACULTY</u>	24
<i>ARTICLE VIII-B</i> <u>EVALUATION PROCEDURES-RESIDENT ARTISTS</u>	26
<i>ARTICLE IX</i> <u>RANK QUALIFICATIONS AND CRITERIA</u>	28
<i>ARTICLE X</i> <u>CONTRACTS AND TENURE</u>	31
<i>ARTICLE XI</i> <u>FACULTY WORKLOAD</u>	33
<i>ARTICLE XII</i> <u>WORK YEAR</u>	46
<i>ARTICLE XIII</i> <u>SYSTEM-WIDE VACANCIES AND TRANSFERS</u>	47
<i>ARTICLE XIV</i> <u>RETRENCHMENT</u>	48
<i>ARTICLE XV</i> <u>SABBATICAL LEAVE</u>	50
<i>ARTICLE XVI</i> <u>LEAVES WITHOUT PAY</u>	52
<i>ARTICLE XVII</i> <u>SHORT-TERM DISABILITY, PREGNANCY RELATED</u> <u>LEAVES AND PARENTAL LEAVES</u>	53
<i>ARTICLE XVIII</i> <u>OTHER LEAVES</u>	55
<i>ARTICLE XIX</i> <u>MISCELLANEOUS WORKING CONDITIONS</u>	56
<i>ARTICLE XX</i> <u>ASSOCIATION RIGHTS</u>	59
<i>ARTICLE XXI</i> <u>SALARY</u>	63
<i>ARTICLE XXII</i> <u>BENEFITS (SUPPLEMENTAL COMPENSATION)</u>	66
<i>ARTICLE XXIII</i> <u>GOVERNANCE</u>	71
<i>ARTICLE XXIV</i> <u>HEALTH AND SAFETY</u>	72
<i>ARTICLE XXV</i> <u>NO STRIKE OR LOCKOUT</u>	73
<i>ARTICLE XXVI</i> <u>SEPARABILITY</u>	74
<i>ARTICLE XXVII</i> <u>DURATION</u>	75
<u>APPENDIX A – PROMOTION AND TENURE TIMELINES</u>	77
<u>APPENDIX B – REDUCTION IN FTE IN TRANSITION YEAR(S)</u>	78
<u>MEMORANDUM OF AGREEMENT ON ADVISING</u>	79

<u>MEMORANDUM OF AGREEMENT ON HEALTH AND DENTAL BENEFITS</u>	79
<u>MEMORANDUM OF AGREEMENT ON PARKING</u>	79
<u>MEMORANDUM OF AGREEMENT ON CONFLICT MANAGEMENT</u>	79
<u>MEMORANDUM OF AGREEMENT ON FACULTY DINING ROOM</u>	80
<u>MEMORANDUM OF AGREEMENT ON CDC</u>	80
<u>MEMORANDUM OF AGREEMENT REGARDING DPEC CRITERIA AND STANDARDS OF REVIEW</u>	80
<u>MEMORANDUM OF AGREEMENT ON PEDAGOGY</u>	80
<u>MEMORANDUM OF AGREEMENT ON ASSESSMENT</u>	80
<u>MEMORANDUM OF UNDERSTANDING ON GOVERNANCE</u>	83
SIGNATURE PAGE	

PREAMBLE

This Agreement between the Board of Trustees of the University System of New Hampshire for Keene State College (hereinafter called the “College”) and the Keene State College Education Association, an affiliate of the National Education Association of New Hampshire (hereinafter called the “Association” or “KSCEA”) is made and entered into on December 16, 2021, to set forth agreements reached between the College and the Association with respect to wages, hours, benefits and other conditions of employment for employees in the bargaining unit described in Article I, Recognition, which are effective December 16, 2021.

It is the intent of the parties to encourage harmonious relationships between the Faculty and the Administration, to promote the welfare of the student body, and to ensure continuation of the standards of excellence at Keene State College.

Article I
RECOGNITION

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

Article II
DEFINITIONS

- A. **Faculty Member** Any member of the bargaining unit except where otherwise limited.
- B. **KSCEA or Association** The Keene State College Education Association, affiliated with the National Education Association (NEA) of New Hampshire, its officers and agents.
- C. **College** Keene State College, the administration of Keene State College or the USNH Board of Trustees, its officers and agents. **USNH** University System of New Hampshire.
- D. **Board** USNH Board of Trustees.
- E. **PELRB** New Hampshire Public Employee Labor Relations Board.
- F. **DPEC** Department Peer Evaluation Committee.
- G. **FEAC** Faculty Evaluation Advisory Committee.
- H. **Library Faculty** Full time professional librarians, who are members of the bargaining unit.
- I. **Clinical Faculty** Full time, non-tenure track faculty members, who are members of the bargaining unit, and whose responsibilities typically focus on delivery of instruction with applied focus, as well as service.
- J. **Resident Artist** Full time, non-tenure track faculty, who are members of the bargaining unit, and whose responsibilities focus on teaching, service, and scholarship appropriate to professional artists.

Article III
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, promotion and tenure criteria, hiring criteria, standards for work, curriculum; to grant sabbatical and other leaves, and to hire, promote, transfer, assign, retain employees in positions, award reappointments; and to suspend, demote, discharge or take other disciplinary actions against an employee for just cause;
- B. The right to relieve an employee from duty because of lack of work or other legitimate reasons, as stated in Article XIV, Retrenchment;
- C. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the College's operations are to be conducted;
- D. 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);
- E. The right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith;
- F. Notwithstanding the aforesaid rights, the College hereby agrees to consult with the KSCEA before converting any faculty position to PAT status.

Article IV
ACADEMIC FREEDOM

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

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

Article V

FAIR PRACTICES

The College and the Association agree not to discriminate against any faculty member because of race, color, sex, religion, marital status, national origin, disabilities, political affiliation, sexual orientation, lawful political activity, veteran status, membership or non-membership in, or lawful activities on behalf of the Association.

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.

The College and the Association further agree that they shall not establish a residency requirement for faculty members.

Article VI
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 KSCEA.
- 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 KSCEA, the KSCEA 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 expenses 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 on the grievance.

G. Procedure

1. Informal Consultation: The Grievant shall attempt to resolve his or her grievance speedily and informally by meetings between those directly affected.
2. Step One - Grievance Consultation: If this informal discussion has failed to achieve a satisfactory resolution of the differences, the Grievant may request a settlement meeting from the appropriate Dean. The request for such a meeting must be made in writing, with a copy to the KSCEA, 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, 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 their option, the Grievant may be accompanied at all such meetings by a representative of the KSCEA. The Dean will have twenty-one (21) calendar days in which to resolve the dispute and notify the Grievant and the KSCEA 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 KSCEA and the College agree that the resolution reached at this stage resolves a continuing or recurring issue in a mutually satisfactory way, they may certify in writing that the resolution will be precedent-setting.
3. Step Two - Grievance Conciliation: If the problem is not resolved to the grievant’s and the KSCEA’s satisfaction during the Grievance Consultation, the grievance may be submitted to the Provost.
 - 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 KSCEA of the resolution, unless an extension of time for filing has been agreed upon between the grievant and the College.
 - b. The Provost will arrange a conciliation meeting to take place within thirty (30) calendar days of the receipt of a 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 Provost will distribute copies of the grievance filings to all participants.

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

4. Step Three - Arbitration

- a. Any grievance which has not been satisfactorily adjusted under the Grievance Procedure may be submitted for settlement under the Arbitration provisions of this Article.
- b. An appropriate grievance as specified in Section B of this Article may be brought to arbitration 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. At the option of either party, a Board of Arbitration will be appointed instead, consisting of one (1) representative selected by the KSCEA, one (1) representative selected by the College, and an impartial Chair mutually chosen by the parties.

The procedure for arbitration will be as follows:

- i. An Association representative and a College representative shall communicate promptly to choose an Arbitrator but no later than ten (10) 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 ten (10) day period, then either party may request lists from the American Arbitration Association, and selections shall be made in accordance with the Rules of that Association.

- ii. If the College contends at the hearing that the grievance under consideration does not raise an arbitrable issue, and the College has explained its position to the Association at least thirty (30) calendar days prior to the hearing, the Arbitrator or the Board of Arbitration shall first hear and determine separately in accordance with paragraph (d) below, the question of whether an arbitrable issue has been presented. If the Arbitrator or a Board of Arbitration decides that the issue or issues are arbitrable, then the Arbitrator or Board shall have the authority to further hear and determine the merits of the grievance.
 - iii. Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
 - iv. When a Board of Arbitration is used, the decision of a majority of the Board shall be the decision of the Board of Arbitration. Neither the Arbitrator nor any Arbitration Board shall have the power to add to, subtract from, modify, or disregard any of the provisions of this Agreement, nor shall the Arbitration or any Arbitration Board substitute their judgment for that of the College with regard to any grievance based upon a challenge of management right, subject to the provisions of this Agreement. In deciding a case before them, an Arbitrator or any Board of Arbitration may review whether or not the College has met a specific standard delineated in the Agreement alleged to have been violated.
 - v. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator or the impartial Chair of any Board of Arbitration shall be borne equally by the parties.
- d. Both parties agree to abide by the decisions of the Arbitrator or the Board of Arbitration but shall retain whatever rights they have under the law to challenge the decisions of the Arbitrator or the Board of Arbitration. 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 VII
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 is put are important to the faculty member as well as the System. For this reason, personnel files are highly personal and confidential records, and it is important for the faculty member to know what is in their file. Authorized personnel and the faculty member determine the content of these files and both may be users of them. ("Authorized personnel" includes those designated by the institution and by the University System.)
- B. 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 their file at the applicable college rate.
- C. Unsolicited letters, comments or complaints about faculty 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 faculty member, and protection of the complainant are the highest priorities. The faculty member shall be informed within thirty (30) days of such a complaint. Complaints shall be discussed between the Dean and the faculty member. In the case of fear of retaliation, protection of a student complainant shall require 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 suspension, 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 staff member, their 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 Resource Office. Special files or other materials shall not be 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 they feel to be incorrect or no longer relevant, they have the right to request removal. Such a request for removal shall not be unreasonably denied.

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

EVALUATION PROCEDURES FOR FULL-TIME TENURE TRACK FACULTY

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

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

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

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

A faculty member's first service obligation is to their departments and programs through cooperatively working with their department chair or program chair to develop an equitable distribution of department and program work, consistent with Article XI, O.4. While chairs are the academic leaders of the department and have particular responsibilities, faculty are expected to provide assistance to the chair so that the chair's work and that of the department can be successfully completed.

Faculty are also expected to provide service to the College that may include, but is not limited to, membership or leadership on standing or ad hoc committees at the School or College-wide level and assistance with student recruiting and retention activities. Faculty are also expected to provide service to students, primarily through advising and mentoring of students. Other service to students includes advising student organizations.

4. ***When itemized in a letter of appointment, professional and/or administrative responsibilities:*** The evaluation for promotion and tenure will utilize the performance evaluations as part of the materials reviewed. Evaluations of a junior faculty member shall address progress toward meeting criteria for tenure and shall address progress toward meeting criteria for promotion for those who plan to apply for promotion as indicated in section B.10.a below.

A Performance Evaluations

1. Each September each department shall select a Department Peer Evaluation Committee (DPEC) from among the tenured faculty for each faculty member in their first or third year to be evaluated during the spring of that year. For departments having more than one faculty member to be evaluated, more than one DPEC may be selected. The size and composition of the committee(s) and the manner of selection of the members and chair shall be determined by the members of each department. The department, in consultation with the faculty member, is encouraged to designate a tenured bargaining unit member from another department to serve as a member of their DPEC for the purpose of conducting a more comprehensive evaluation.
2. Each department shall operate under the Guidelines and Procedures for DPEC Evaluations which the KSCEA shall issue with each contract (See KSC Faculty Handbook). These Guidelines shall provide minimum procedures that each DPEC shall follow in order to ensure a full and fair deliberation of a faculty member's case. Nothing in the Guidelines shall contravene any provision of this Agreement. The Guidelines should address procedural issues only and are not intended to address evaluative criteria, standards of review, the weight to be given to criteria or other substantive matters.
3. Departments will provide all untenured faculty and faculty preparing to apply for a promotion with department-specific criteria and standards of review.
4. Interdisciplinary Programs will provide departments and faculty with criteria and standards of review, when appropriate. Such criteria and standards are considered advisory in nature. Department and interdisciplinary program standards are designed to supplement and cannot contradict or supersede the contract or faculty handbook. Each department will publish its criteria and standards of review consistent with the Memorandum of Understanding on Page 40.
5. The evaluation process begins with the individual faculty member, who is responsible for keeping and providing to DPEC complete and accurate records of all activities related to their professional growth and development. The time lines for promotion and tenure cases are outlined in [Appendix A](#).
6. DPEC Performance Evaluations: The DPEC will submit a written performance evaluation to the dean for each faculty member in their 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 they did not submit. To the extent that the faculty member disagrees with the DPEC report they may attach a statement of disagreement.
 - e. DPEC reports, which are advisory in nature, are due in the dean's office by June 1.
7. In the extraordinary event that DPEC fails to present a report by the deadline, the faculty member may, within the next two weeks, add up to three individual evaluation letters from department colleagues to their materials.
 8. Dean Performance Evaluations: Deans will provide performance evaluations for faculty in their schools/library by July 1 of a faculty member's first and third year, or in any year in which a non-mandatory DPEC is completed.
 - a. In making their evaluation and recommendations, the Dean will consider the DPEC reports, course syllabi, student evaluations, their assessment of teaching effectiveness, scholarship (which may include relevant professional activity), as well as service to the College and students, including academic advising, in the development of the overall performance evaluation. When appropriate, the Dean will also evaluate administrative responsibilities pursuant to Article XI.G.2 If the Dean disagrees with the DPEC report, their report shall explain why.
 - b. The Dean shall apprise each faculty member and the DPEC Chair of their evaluation and the Dean's recommendations before the evaluation report is submitted to the Provost.
 9. A copy of the performance evaluation shall be placed in the faculty member's personnel file with all pertinent documentation.
 10. The faculty member, department or Dean reserves the right to initiate the evaluation process for any year in which the faculty member is not scheduled for a performance evaluation. If the department or Dean initiates the process, then the Dean will notify the

faculty member.

11. Performance Evaluations for Tenured Faculty

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

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

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

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

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

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

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

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

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

12. Performance-based non-renewal

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

B. Evaluation for Promotion and Tenure

1. By May 31, the Provost will inform those faculty who are eligible for promotion and/or tenure as defined in Articles IX and X. A copy of this notice will be sent to the Chair of the Faculty Evaluation Advisory Committee (FEAC) and to the Chairs and Deans. The Provost will inform each of these faculty members of the promotion and tenure review timetable and FEAC will inform the faculty members of the materials it requires for review.
2. Individuals to be considered for promotion and/or tenure must inform their Chair before September 1 of the year in which they will be considered so their department can constitute a DPEC.
3. The faculty member shall submit their materials for consideration for tenure and/or promotion to DPEC. After the faculty member receives a copy of the DPEC recommendation regarding promotion, they may withdraw the application within seven (7) calendar days. If the application is not withdrawn by this deadline, the review process will go forward to completion. If the application is withdrawn, the DPEC letter must be included in subsequent applications.
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 their 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. A similar meeting must be held in cases where the Dean disagrees with the DPEC or the FEAC.

5. FEAC shall be composed of six (6) tenured faculty members from the upper three (3) ranks in accordance with a selection process determined by the KSCEA as outlined in the KSC Faculty Handbook. Each FEAC member will serve a two-year term. Terms will be staggered so half the membership of FEAC will be replaced every year.
6. A three-member panel of FEAC members evaluates individual faculty members for promotion and tenure. The procedure for selecting this panel is outlined in the KSC Faculty Handbook. The Committee shall operate under the Guidelines on Procedures for FEAC Evaluations, which KSCEA shall issue with each contract (See KSC Faculty Handbook). These Guidelines shall provide the minimum procedures that FEAC shall follow in order to ensure a full and fair deliberation of a faculty member's case. Nothing in the Guidelines shall contravene any provision of this agreement. The Guidelines should address process issues only and are not intended to address evaluative criteria, standards of review, the weight to be given to criteria or other substantive matters. Each FEAC is free to supplement such Guidelines should it deem it necessary provided it is in a manner consistent with the Guidelines.
7. The Provost will inform FEAC of the deadline for submission of FEAC's recommendations, which are advisory in nature. If these are not submitted by the stipulated deadline, the College will proceed without committee input. The faculty member's personnel file will be available for review by FEAC.
8. The College shall not arbitrarily reverse FEAC recommendations on promotion and tenure.
9. It is expressly understood that neither the Association nor any faculty member may file a grievance under Article VI regarding any action of the FEAC or any other faculty committee under this Section.
10. Program and enrollment needs of the College. The third year DPEC and Dean's evaluations and recommendations will address projected program and enrollment needs as they relate to a future positive tenure decision. Recommendations for tenure will consider the program and enrollment needs of the College as addressed in Article XIV, Retrenchment.
11. The Provost will give their recommendations regarding promotions and tenure to the President of the College for review before transmittal to the Board of Trustees for final consideration. A copy of the Provost's recommendations will also be given to the faculty member and to the Chair of FEAC.

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

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

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

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

Article VIII-A

EVALUATION PROCEDURES FOR FULL-TIME CLINICAL FACULTY

- A. Performance evaluations of Clinical Faculty will be conducted by a department or program DPEC and Dean, and in promotion years will include FEAC and Provost review.
- B. DPEC evaluations will be conducted in the first and second year of a Clinical Faculty member's initial appointment, such evaluations due in the dean's office by June 1 of each year. The dean's evaluation will be concluded by July 1 of each year. These evaluations, as well as the classroom observations and student evaluations of fall of the third year, will serve as the basis for renewal decision by the dean in consultation with the department faculty, and such renewal will be communicated by January 10 of the Clinical Faculty member's third year.
- C. If renewed for a second term, such term will be four years, and a DPEC evaluation will be conducted in the fourth year and due June 1 in the dean's office. If the Clinical Faculty member intends to apply for promotion, DPEC, dean, FEAC and provost evaluation will be conducted in the fall of the sixth year on the same timeline as tenure-track faculty promotion. *Renewal* will be based on the fourth and sixth year DPECs, subsequent classroom observations and student evaluations, and will be communicated by January 10 of the Clinical Faculty member's sixth year. The timing of these and all subsequent personnel actions are in the following table:

Year	Action	Deadline
1	DPEC	Due to dean June 1
2	DPEC	Due to dean June 1
3	CF: none Dean: Renewal based on prior DPECs and fall semester evaluations	Renewal notification by January 10
4	DPEC	Due to dean June 1
5	None	
6	Fall DPEC (eligible for promotion to Associate CF)	Due to dean/FEAC October 20 (this and other dates aligned with TT Faculty tenure and promotion timeline)
7	Promotion effective if granted; renewal based on DPEC and 6 th year teaching observations/evaluations	Renewal notification by January 10
8	DPEC	Due to dean June 1
9	None	
10	DPEC	Due to dean June 1
11	Renewal based on 8 th and 10 th year DPECs and fall semester evaluations	Renewal notification by January 10

12	Fall DPEC (eligible for promotion to CF)	Due to dean/FEAC October XX (this and other dates aligned with TT Faculty tenure and promotion timeline)
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D. Clinical Instructors who are renewed for a second term are automatically promoted to Assistant Clinical Faculty rank upon renewal, having met that rank's requirement of a consistent record of successful teaching at that point. Clinical Faculty unsuccessful in applying for promotion are still eligible for renewal, and may reapply for promotion in subsequent years.

Article VIII-B

EVALUATION PROCEDURES FOR FULL-TIME RESIDENT ARTISTS

- A. Performance evaluations of Resident Artists will be conducted by a department or program DPEC and Dean, and in promotion years will include FEAC and Provost review.
- B. DPEC evaluations will be conducted in the first and second year of a resident artist's initial appointment, such evaluations due in the dean's office by June 1 of each year. The dean's evaluation will be concluded by July 1 of each year. These evaluations, as well as the classroom observations and student evaluations of fall of the third year, will serve as the basis for renewal decision by the dean in consultation with the department faculty, and such renewal will be communicated by January 10 of the Resident Artist's third year.
- C. If renewed for a second term, such term will be five years, and a DPEC evaluation will be conducted in the fifth year and due June 1 in the dean's office. If the Resident Artist intends to apply for promotion, DPEC, dean, FEAC and provost evaluation will be conducted in the fall of the sixth year on the same timeline as tenure-track faculty promotion. *Renewal* will be based on the fifth and sixth year DPECs, subsequent classroom observations and student evaluations, and will be communicated by January 10 of the Resident Artist's sixth year. The timing of these and all subsequent personnel actions are in the following table:

Year	Action	Deadline
1	DPEC	Due to dean June 1
2	DPEC	Due to dean June 1
3	CF: none Dean: Renewal based on prior DPECs and fall semester evaluations	Renewal notification by January 10
4	DPEC	Due to dean June 1
5	None	
6	Fall DPEC (eligible for promotion to Associate CF)	Due to dean/FEAC October XX (this and other dates aligned with TT Faculty tenure and promotion timeline)
7	Promotion effective if granted; renewal based on DPEC and 6 th year teaching observations/evaluations	Renewal notification by January 10
8	DPEC	Due to dean June 1
9	None	
10	DPEC	Due to dean June 1
11	Renewal based on 8 th and 10 th year DPECs and fall semester evaluations	Renewal notification by January 10
12	Fall DPEC (eligible for promotion to CF)	Due to dean/FEAC October XX (this and other dates aligned

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

Article IX
RANK QUALIFICATIONS AND CRITERIA

- A. The following full-time tenure track faculty ranks will be recognized:
1. *Instructor*: The initial academic rank for full-time faculty appointments for those who have made some progress toward completion of formal advanced study appropriate to their position or other relevant experience;
 2. *Assistant Professor*: They shall have completed the terminal degree appropriate to their position.;
 3. *Associate Professor*: They shall have completed the terminal degree appropriate to their position. Shall have a consistent record of successful teaching, of service to the college and students, including academic advising, and of scholarship (which may include relevant professional activity).
 4. *Professor* They shall have completed the terminal degree appropriate to their position. Shall have documented a consistent record of development in teaching, of service to the college and students, including academic advising, and of scholarship (which may include relevant professional activity). Shall have documented a record of continuing development in their professional identity since the last promotion.
- B. By agreement at the time of appointment and upon recommendation of FEAC, the Provost may accept substantial appropriate professional achievement and/or professional certification in place of the terminal degree in certain fields. Such substitutions are anticipated to be rare relative to appointments normally made to the ranks of Assistant Professor, Associate Professor and Professor.
- C. All faculty tenured as of September 1, 1984, who have met the relevant time-in-rank criteria are eligible to be considered for promotion based on an evaluation of their teaching, service, and scholarly and professional performance.
- D. For library faculty, full-time employment in an appropriate library setting will be considered in lieu of collegiate teaching experience.
- E. Periods of Service
1. After the initial appointment at Keene State College, except as modified by E.2. below, tenure track faculty members may apply for promotion during the academic year in which they complete the following minimum periods of service at Keene State College:
 - a. From Instructor to Assistant Professor: Promotion from Instructor to Assistant Professor will be recommended by FEAC and the Provost upon official evidence of completion of the terminal degree;
 - b. From Assistant Professor to Associate Professor: Five (5) years;
 - c. From Associate Professor to Professor: Five (5) years.

- d. One year of credit toward promotion to associate professor will be awarded for each year of service as an instructor at Keene State College, up to a maximum of two years.
2. By agreement at the time of appointment, previous appropriate full-time service at other institutions of higher education shall be considered in meeting a portion of the above minimum time-in-rank criteria. Such substitutions are anticipated to be rare, relative to appointments normally made to the ranks of Assistant Professor, Associate Professor and Professor. The maximum credit toward time-in-rank will be one (1) year for those appointed at the instructor rank and two (2) years for those appointed at the assistant or associate ranks.
 3. The Provost may seek a recommendation from the FEAC and/or DPEC regarding a candidate's experience and credentials in determining qualifications for appointment to a given rank.
- F. The following Clinical Faculty ranks will be recognized:
1. *Clinical Instructor*: The initial academic rank for Clinical Faculty appointments for those who have a Master's degree or equivalent experience, and limited teaching experience.
 2. *Assistant Clinical Professor* They shall have a consistent record of successful teaching, of service to the college and students, including academic advising, and of certification appropriate to the discipline.
 3. *Associate Clinical Professor*—They shall have documented a consistent record of development in teaching, of service to the college and students, including academic advising, and of certification appropriate to the discipline. Shall have documented a record of continuing development in their professional identity since the last promotion. Shall have served at least five years at the rank of Assistant Clinical Professor.
 4. *Clinical Professor*: They shall have completed advanced certification or credentials or have established a record of high distinction in in professional activities since the last promotion, in addition to a consistent and successful record of development in teaching, of service to the college and students, including academic advising. Shall have served at least five years at the rank of Associate Clinical Professor.

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

- G. The following resident artist ranks will be recognized:
1. *Resident Artist I*: The initial academic rank for resident artist appointments for those who have a Master's degree or equivalent experience, and limited teaching experience.

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

Article X
CONTRACTS AND TENURE

- A. The pre-tenure period at Keene State College for all tenure track faculty shall be a minimum of four (4) years in addition to previous full-time service as instructor or higher at other accredited institutions of higher learning, even if the total full-time service in the profession thereby exceeds seven (7) years.
1. Faculty members shall receive one-year contracts for their first six (6) years at the College, in accordance with other provisions of this Agreement.
 - a. After no more than six (6) years of full-time service, a faculty member will be granted tenure or notified that their appointment will not be renewed at the end of the following year.
 - b. Instructors are not eligible for tenure.
 2. By agreement at the time of appointment to a tenure-track line, previous, appropriate full-time service at other institutions of higher education, or non-tenure track faculty service at Keene State, shall be considered in meeting a portion of the above minimum pre-tenure period.
 - a. The Provost will credit service at the rate of one (1) full year of college teaching outside Keene State College for one (1) year's time toward tenure.
 - b. The maximum credit toward time-in-rank will be one (1) year for those appointed at the instructor rank and two (2) years for those appointed at the assistant or the associate ranks.
 - c. Faculty meeting the time-in-service criterion may be considered for tenure prior to their sixth year at the College.
- B. During the tenure track faculty member's sixth year, they will be reviewed for tenure, in accordance with the provisions of the Evaluation Article.
- C. A faculty member will be reviewed for tenure only once.
- D. Faculty members who receive tenure shall not be terminated except for just cause, which shall be defined in accordance with AAUP standards for tenure.
- E. Notice of non-reappointment of a tenure track faculty member shall be given in writing, sent certified mail with return receipt requested, according to the following schedule:
1. Faculty with less than two (2) years of service may be given one (1) semester's notice of non-renewal. The notice must be postmarked no later than January 10 or July 1.
 2. Faculty with two (2) or more years of service shall be given at least two (2) semesters' notice of non-renewal. The notice must be postmarked no later than January 10 or July 1.

3. A faculty member who has received a notice of non-reappointment may request and shall be given an oral statement as to the reason(s) for the non-reappointment. Upon request, the reasons given orally will be provided in writing.
- F. When combined the number of Clinical Faculty and Resident Artists will not exceed 11% of the bargaining unit on the first day of the fall semester. Normally, Clinical Faculty and resident artist appointments will initially be for three years, assuming satisfactory performance as demonstrated by evaluation processes noted below, and renewable for subsequent four-year appointments (five-year appointments for Resident Artists) as deemed appropriate by the hiring department and dean, and by institutional needs as determined by the provost in consultation with the dean and department chair. Such determination of institutional need and/or satisfactory performance for renewal shall not be arbitrary or capricious. If a Clinical Faculty member or resident artist is not renewed, they will serve out the remainder of the academic year.
- G. Performance-based non-renewal decisions for Clinical Faculty or resident artist will be based upon consideration of the criteria of teaching effectiveness and service to the college and students, as well as administrative responsibilities and relevant professional activity, where appropriate. Such decisions may also include a consideration of the disciplinary record of the faculty member.
1. A Clinical Faculty member or resident artist who is notified of non-renewal of contract may grieve the decision based upon allegations that the procedure for non-renewal has been violated or that there has been a violation of Article V, Fair Practices, or that the decision was arbitrary or capricious. However, only a Clinical Faculty member or resident artist with more than two years of service at the College may have an arbitrator review whether or not the decision was arbitrary or capricious.
 2. Pursuant to Article X.E.1, Clinical Faculty or resident artist with fewer than two (2) years of service may be given one (1) semester's notice of non-renewal. The notice must be postmarked no later than January 10 or July 1.
- H. For renewal, 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. A copy of each recommendation will be sent to the individual faculty member when it is forwarded. In cases where the Dean 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 Dean 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 and the Dean.

Article XI
FACULTY WORKLOAD

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

B. Customary Teaching Assignments

1. For all full-time tenure track teaching faculty, the normal teaching assignment shall be twenty-four (24) academic credit hours for the academic year.
 - a. Normally, twelve (12) academic credit hours will be assigned in any one (1) academic semester.
 - b. 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; however, in no instance will contact hours per academic year exceed thirty-four (34), unless this maximum limit is waived by an individual faculty member.

2. Preparations

- a. No more than three (3) preparations per academic semester shall be assigned to a faculty member. Appropriate adjustments will be made for laboratory, studio, clinic, activity, performance groups and team-taught courses which are offered for only a portion of a semester or are related to other lecture preparations.
- b. Student teaching supervision or internship supervision will not be counted as a preparation.
- c. In a team teaching situation, each teacher will be credited with a preparation.

C. From time to time faculty may be assigned coordination duties related to certain aspects of the academic program.

1. Certain coordination duties shall be granted credit hour equivalents according to the following schedule:

<i>Credit Hour Equivalents per Semester</i>	
<i>Student Teaching</i>	<i>eight (8)</i>
<i>Theatrical Design</i>	<i>four (4)</i>
<i>Technical Theatre</i>	<i>four (4)</i>
<i>ITW and IQL</i>	<i>four (4)</i>

2. If any other such academic coordination duties are added during the life of this Agreement, the appropriate equivalent shall be agreed to by the parties.

D. Supervising of Student Teachers

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

Examples of reassigned time include but are not limited to:

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

- c. A faculty member may request reassigned time for scholarship or research. When granted, such time will not be considered “significant College sponsorship” toward the development of any intellectual property developed during that time.
2. In some circumstances, a faculty member will be hired or will move into a position that has significant ongoing administrative responsibilities along with significant modifications to teaching, scholarship and service expectations. In these instances, the appointment letter (upon hire or upon assignment to this role) will clearly delineate the balance of expectations for the specific appointment. A copy of the letter will be shared with the KSCEA President, who may discuss the appointment with the Provost.
3. The College and the KSCEA will decide by mutual agreement which reassigned time instances should be included in the contract.
4. One course of reassigned time shall be granted to the Chairs of the Senate, the Academic Overview Committee, and the FEAC per year. The President of the KSCEA shall receive two courses of reassigned time per year. Two courses of reassigned time for the Fall semester only shall be given to the Curriculum Committee at least one of which will be given to the Chair of that Committee.
5. In addition to annual professional enhancement funds and eligibility for other internal application-based funding, Clinical Faculty are eligible for enhanced professional development leave every seventh year. Such leave may take the form of reassigned time for up to two courses in total, over either a semester or an academic year. Such funding will be by application to the provost, with consultation and approval by the department chair and dean on both the project’s content and on department staffing. Application will be made in the sixth year, and the dean and/or provost may propose alternative support based on college staffing needs. Clinical Faculty positions are not eligible for sabbatical leave or retirement transition incentives.

H. Office Hours

1. It is important that students have ready face-to-face access to their faculty outside of class. Traditionally, that access is communicated and documented as “office hours.” Office hour language is used in this contract to capture that foundation of expectations. Faculty members shall maintain a minimum of three (3) office hours per week on three (3) different days per week during the regular semester.
2. Faculty will communicate via course syllabi and physical or electronic posting their regular office hours (hours available in their office or other campus physical location) and other means of availability such as by appointment or electronically.

I. Academic Advising

1. Each department or interdisciplinary program that offers a major shall work with the Elliot Center to develop an equitable and effective advising program. The Provost or their designee shall work with the KSCEA to issue College-wide basic standards and

guidelines for the development of these advising programs. Such guidelines will include examples of what might be included in an advising program, such as peer advising and course-based advising. The standards and guidelines will also indicate what administrative resources will be available to assist in developing and implementing these programs.

2. As part of these advising programs, each faculty member shall expect to be assigned student advisees and/or comparable service to students, such as advising student organizations or student honor societies. In no event shall the number of advisees assigned to any faculty member exceed twenty-one (21) students without the consent of the faculty member.
3. It is expected that every department and interdisciplinary program that offers a major will have an advising program in place.

J. Librarians

1. For all library faculty the normal teaching assignment shall be twelve (12) academic credit hours for the academic year.
 - a. Normally six (6) academic credit hours will be assigned in any one (1) academic semester
2. During the course of the year (July 1 through June 30), library faculty will be granted twenty (20) scholarship days. Such scholarship days are to be used for research, writing, or other scholarship-related activity. Conferences, workshops, classes, etc., are considered part of regular work days. There is no requirement that a faculty member must request such days. Unused days will not roll over from year to year. Use of scholarship days will be scheduled by the faculty member in consultation with the Dean of the Library.

K. Clinical Faculty and Resident Artists

1. Teaching load of Clinical Faculty will normally be 16 credit hours per semester and the teaching load for Resident Artists will normally be 12 credit hours per semester with appropriate contact hours as determined by the department and dean. Ongoing expectations of reassigned time for responsibilities specific to each position will be articulated in the appointment letter. Overloads will be compensated at the KSCEA rate.
2. Service responsibilities to the department include attending and participating in department meetings and committee assignments, student advising/mentoring, and school- and/or college-wide service responsibilities.

- L. In keeping with the traditions of a mature higher education community and in accord with our mission, the College and the KSCEA expect faculty participation in important ceremonies, events and tournaments. These include but are not limited to: Start of school meetings; All-College and School faculty meetings; fall New-Student Convocation; and Commencement.

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

O. Department Chairs

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

3. Chair Responsibilities

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

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

4. Service Responsibilities

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

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

- b. Maintaining and updating an academic advising plan
- c. Program assessment
- d. Coordinating and communicating between the department faculty and the library faculty/staff about collections, library instruction, and other library services and resources
- e. Maintaining a liaison with the Academic and Career Advising Center and the Registrar's Office and developing a process for determining transfer credit, course substitution, and waivers for major and minor requirements
- f. Responding to inquiries about department programs from current and prospective students both individually and in open houses
- g. Curriculum planning and course schedule development

The chair's responsibilities also include the following specific duties:

- a. Call, preside at and keep records of department meetings
- b. Manage the department budget
- c. Attend College-wide chair meetings and other administrative meetings, advising the department of the content and results of such meetings as they impact department operations and curriculum. This shall include an annual meeting with the Dean to discuss department concerns and faculty service contributions.
- d. Designate faculty as department representatives and for service on College committees
- e. Convene and oversee screening committees for hiring new faculty in accordance with College policies and report departmental recommendations in a timely manner
- f. Develop and monitor teaching schedules arranged in accordance with College guidelines and the programmatic needs of students
- g. Convene and oversee department committees
- h. Organize and oversee DPECs. Ensure that DPECs are convened; that appropriate deadlines are established and that DPEC reports are prepared and submitted in a timely way. In accordance with Article VII, receive and review the DPEC reports to ensure that they reflect contract and DPEC guidelines and reflect consistent evaluation methods and standards.
- i. Advise faculty members of the receipt of any complaint of a student and make efforts to resolve student/faculty disputes before such matters reach the Dean, consistent with established College processes for such complaints.

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

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

Interpretative letter of understanding

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

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

6. With regard to the evaluation of non-unit adjuncts in their first four semesters, no formal written evaluations or reports by the chair will be required. However, each chair will read and review any student evaluations, will review the performance of such adjuncts and will provide ~~his or her~~ their recommendation to the Dean as to whether such an adjunct should be appointed to a fifth semester of work.
7. It is understood the chair may from time to time responsibly delegate some of these evaluative functions to other members of the department, provided the chair does so in a manner that does not conflict with any provision of the Adjunct Association contract. Nonetheless, the chair carries the final responsibility for ensuring that all of these duties vis a vis the adjuncts are carried out.

5. Eligibility and Selection

- a. Eligibility to be Chair: Any full-time, tenured faculty member eligible to vote for a Chair in the department is eligible to be Chair after two (2) years of service in the department. No person may be elected or appointed Chair without their consent.
- b. Voting members: Bargaining unit faculty. However, it is understood that a 60% majority of the bargaining unit faculty in any department may decide to allow other non-unit members the right to vote.
- c. The Chair is elected by a majority of the voting members of a department. This procedure applies to the election of interim or acting Chairs. The Dean will be informed in writing of the results of the election.

In the event there is no agreement in the department, the Dean shall have the right to appoint an interim Chair for a period not to exceed six (6) months, provided, however, that the person shall not be an individual rejected by the voting members of the department. If at the expiration of this second period of time the department has still not agreed upon a new Chair, the Provost, or their designee, will assume the Chair's functions for that department until such time as the department can agree upon and elect a Chair.

- d. The Chair shall be elected no later than the end of the Fall semester with an effective date of the appointment the upcoming July 1. Newly elected Chairs shall normally serve three (3) year terms with a limit of two (2) consecutive terms.

6. Removal of the Chair

Non-performance. When the department Chair is not properly performing their duties in accordance with this Article, the Dean may remove the Chair from office. Prior to such a removal, the Chair shall be advised in writing of the reasons for the proposed removal, and shall have sufficient time to respond, in writing, to the Dean prior to a final decision being made.

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

A copy of the removal request will be provided to the Chair, and sufficient time will be allowed for the Chair to respond, in writing, to the Dean prior to their decision for removal. The recall process applies at any point after the Chair's election under Art.XI.4.

When such action is taken by the Dean, a special election must be held under the terms described above until the next regularly scheduled department election.

7. Evaluation of the Chair: Performing the duties of Chair shall be considered service to the College for purposes of promotion (and tenure on any occasion when an untenured faculty member serves as Chair). Service as Chair will be given appropriate weight in the Service category and addressed specifically by candidates, DPEC, Dean, and FEAC in any regularly scheduled evaluation for promotion and/or tenure. Other specific evaluations of Chairs (other than election and/or removal from office as described above) shall not be conducted. Departments having concerns about the performance of a Chair with the possibility of an action to remove, will first communicate those concerns in writing to the Chair and the appropriate Dean with a goal of finding a mutually satisfactory resolution short of removal.
8. Reassigned Time for the Department Chairs: See the following chart at the conclusion of Article XI.
9. Stipend: All department chairs will receive an annual stipend of \$4000.
10. Seat capacity (the number of students that may enroll in a class), including ISP courses, is set by departments in consultation with the dean. In the event there is disagreement between the department and dean, the seat capacity shall be set by the Provost after consultation with the parties. The Provost will not arbitrarily determine the seat capacity in a course.

Chairs will consider equity of workload (number of students taught per faculty member) among department faculty when making course assignments and schedules.

The parties agree that the distribution of faculty workload needs to be fair and equitable. The College and KSCEA will continue to discuss clear strategies that will provide this equity.

11. Additional Provisions

- a. Professional development opportunities and training of value to the Chairs will be encouraged by the Provost's office. The College will provide a one-time amount of \$500 to faculty serving their first term as department chair. This money may be used by the chair to attend workshops, conferences, or other activities, or to purchase

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

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

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

Table 1: Chairs Reassigned Time Formula

Size	Faculty FTE's	Reassigned Time
A	0.00 to 3.99	None
B	4.00 to 13.99	2 courses (8.0)
C	14.00 to 23.99	3 courses (12.0)
D	24.00 & above	4 courses (16.0)

Table 2: The Full Time Equivalent faculty (FTE) for each department was calculated using Fall 2021 data and will be used for the life of the contract.

Department	Fall 2021 FTE	2022-23 RA Time
<i>Art</i>	12.32	8
<i>Biology</i>	6.10	8
<i>Business Management</i>	9.67	8
<i>Chemistry</i>	4.38	8
<i>Communication and Philosophy</i>	10.66	8
<i>Computer Science</i>	4.75	8
<i>Economics and Political Science</i>	6.49	8

<i>Education</i>	17.59	12
<i>English</i>	6.01	8
<i>Environmental Studies, Geography and Sustainability</i>	10.52	8
<i>Film Studies</i>	10.00	8
<i>History</i>	8.00	8
<i>Holocaust and Genocide Studies</i>	4.33	8
<i>Human Performance and Movement Science</i>	6.41	8
<i>Journalism, Multimedia and Public Relations</i>	6.08	8
<i>Library</i>	1.83	0
<i>Mathematics</i>	6.37	8
<i>Modern Languages and Cultures</i>	5.33	8
<i>Music</i>	15.42	12
<i>Nursing*</i>	3.83	0
<i>Physics</i>	3.61	0
<i>Psychology</i>	12.42	8
<i>Public Health</i>	9.75	8
<i>Safety and Occupational Health Applied Sciences</i>	11.00	8
<i>Sociology, Anthropology, and Criminal Justice Studies</i>	10.00	8
<i>Sustainable Product Design and Architecture</i>	11.75	8
<i>Theatre and Dance</i>	6.74	8
<i>Women and Gender Studies</i>	3.00	0
<i>Totals:</i>	224.36	200

* Nursing has a Program Director in place of Department Chair.

P. Interdisciplinary Program Chairs

1. Each interdisciplinary program identified below will have a program chair to serve as the academic leader and to facilitate communication and operations between faculty and the deans. All program chairs shall be full time faculty.
2. Except in unusual circumstances, program chair duties shall be confined to the academic year. Such circumstances may include, but are not limited to, such activities as summer search committees, special equipment purchases, and the like.
3. Program Chair Responsibilities: The program chair serves as the academic leader of the interdisciplinary program. Individual program chair responsibilities will be the same as those of department chairs in each instance where the chair's

interdisciplinary program is the functional equivalent of a department. (See Article XI. Section N.3.)

4. Miscellaneous Provisions: Eligibility and selection of program chairs will follow the process outlines for department chairs. The procedure for removal of the program chair will also follow the guidelines for department chairs. Evaluation of program chairs will also follow the department chair process outlined in Article XI. Section N.3.
5. Compensation: Interdisciplinary program chairs will receive annual stipends and reassigned time according to the schedule below. The College and the Association agree that while responsibilities on Interdisciplinary Program Chairs are similar to those of Department Chairs, the workloads differ enough to justify different compensations schedules.

Interdisciplinary Program	Annual Reassigned Time	Annual Stipend
Integrated Thinking and Writing	8 credits	\$3,500
Integrated Quantitative Literacy	8 credits	\$3,500
Criminal Justice	4 credits	\$3,500

Q. College committee workloads and limitations

For tenure purposes and for promotions prior to tenure, the College, DPEC and FEAC will only consider service on up to an average of two (2) college-wide committees (non-departmental) per year. Service beyond the two committee per year average shall have no bearing on such decisions.

1. First-year faculty members in this bargaining unit, who have no prior service credit, will have no other service obligations beyond the usual departmental obligations and first-year faculty orientation. These faculty shall not participate in DPEC.
2. Untenured faculty members will not be required to chair any college-wide committees but such service may be considered for promotion or tenure.

R. KSCEA and the College agree that ongoing and systematic documentation of student learning and reflection on what is learned from the assessment process is essential both for improvement of teaching and learning, curriculum revision and external accountability. To support the work of faculty in completing evidence-based decision making about programs and curriculum, the College will identify two days during the contractual period for departments to complete the work of outcomes-based assessment. While the collection of data, evidence or other materials necessary for systematic reflection should be routine and occur throughout the academic year, there is no expectation that the analysis and

interpretation of the evidence by the department will exceed the days set aside for this purpose. (For more guidance on Assessment support, see [MOU on Assessment](#), pp 80-82).

1. Because the Integrative Studies Program is a developing initiative, funding will be allocated annually for the life of this contract to compensate the faculty for completing outcomes-based assessment of the program (based on a schedule determined by the Associate Provost and Assessment Steering Committee). However, the parties agree that some of the ISP work may occur outside the contractual period.
 2. This provision reaffirms the KSCEA/KSC Assessment Statement approved by the parties on November 20, 2008 and in the MOU on Assessment at the end of this agreement. The College will allocate funding, consistent with the Assessment Statement, each year to support faculty assessment work.
 - a. These funds will be allocated by the Assessment Steering Committee and one appointed by the Provost's Office (three members total).
 - b. Specific guidelines for the committee will be developed by the steering committee. These guidelines and any changes will be subject to ratification by both the KSCEA Executive Board and the Provost. In general, these monies are designated to assist departments/programs course-based and programmatic assessment activities.
 - c. These funds are intended to be used for such things but not limited to: conference costs, assessment instruments, consultants, and buying a one course reduction per year per department/program so a faculty member can focus on their department or program's assessment.
 3. Faculty members are entitled and encouraged, but not required, to use assessment work as appropriate in their portfolio to document teaching effectiveness, scholarship and/or service.
 4. Departments are responsible for curricular revisions resulting from assessment discussions.
 5. The College will work with departments to provide appropriate resources and professional development experiences for faculty engaged in assessment activities.
 6. Since programmatic learning outcomes assessment is about self-improvement, administrative intervention and involvement will be limited to collecting information from departments that 1) ensures that programmatic assessment is ongoing and 2) allows the College to meet federal, state or other accreditation requirements.
- S. Assistant Deans will have no supervisory authority which can impact a faculty member's workload or employment status.

Article XII
WORK YEAR

- A. For tenure track teaching faculty, the work year shall begin the Monday of the week before classes begin and shall end two (2) weeks after the final day of examinations for the spring semester. Since the obligations of some Clinical Faculty positions are tied to external agencies and events (e.g., public school academic year, athletic playoffs) and designed to meet specific curricular needs, the contractual obligation for Clinical Faculty may flex to begin before KSC's academic year or end after the academic year.
- B. For library faculty, the normal work year shall be on a continuous year-round basis.
1. The exception shall be that, on an internally-established schedule approved by the Provost, one (1) librarian per year shall be able to take a leave without pay for the period beginning three (3) weeks after the final day of examinations for the spring semester and ending one (1) week prior to registration for the fall semester.
 2. Library faculty vacation
 - a. Library faculty shall receive forty (40) days of paid vacation per year (July 1 through June 30). Library faculty shall be eligible to carry over a maximum of five (5) days of vacation from one year to the next.
 - b. Notwithstanding the above, the following applies to library faculty receiving sabbaticals:
 - i. Library faculty will not receive additional vacation during sabbaticals.
 - ii. Library faculty on full year sabbatical will have their pre-sabbatical vacation balance restored upon return from the sabbatical.
 - iii. Library faculty on a half-year sabbatical will be provided with up to five days of their unused vacations from prior to the sabbatical period plus the new year 40-day allotment effective immediately upon their return.
 - c. Vacation shall be scheduled at a time mutually agreeable to the employee and the Library Dean.
 - d. A maximum of thirty (30) days of unused vacation shall be paid upon termination of employment or retirement.
 - e. In the event that the library is closed during the December holiday period, librarians may elect to work in the library or work elsewhere on professional activity. This applies to those days not otherwise covered by official holidays.

Article XIII

SYSTEM-WIDE VACANCIES AND TRANSFERS

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

Article XIV
RETRENCHMENT

- A. Retrenchment as a result of financial considerations, program curtailment, elimination of courses or other reasons shall be applied as hereinafter set forth.
1. The College retains the sole and exclusive right to determine the need for retrenchment, the magnitude of the retrenchment and the programs and disciplines within which retrenchment shall take place.
 2. The College shall notify the Association of any planned retrenchment and agrees to make available to the Association any financial or other data relating to the decision to retrench.
 3. The College shall give consideration to alternatives to retrenchment, such as attrition, shared load and reassignment, prior to retrenchment.
 4. When retrenchment becomes necessary, the College shall consider the following factors in deciding which faculty shall be retrenched:
 - a. Academic qualifications and teaching ability;
 - b. Projected staffing needs and ability of faculty to meet those needs;
 - c. Affirmative Action goals;
 - d. Seniority. When factors a., b., and c. are equal, seniority shall govern.
 5. Consistent with Section 4. (a.-c.) above, full-time faculty will not be retrenched when the needs giving rise to the retrenchment can be met by the termination of temporary employees.
 6. The College shall notify faculty members of retrenchment according to the following schedule:
 - a. For faculty with less than two (2) years of service, at least one (1) semester before the expiration of an appointment.
 - b. For faculty with two (2) or more years of service, at least two (2) semesters before the expiration of an appointment.
- B. Persons removed as a result of retrenchment shall be advised of the opportunity for re-employment in the same position at the College for one (1) year succeeding the retrenchment year. Persons removed as a result of retrenchment shall be advised of, and may apply for, other unit positions at the College which may become vacant for one (1) year succeeding the retrenchment year. Such faculty must apply for such vacancies within ten (10) days after receipt of notice, and they will be given preference for the position, if qualified, consistent with affirmative action goals.

The faculty member so reinstated or appointed under section (a) above shall not lose any of their previous seniority; however, they shall not accumulate seniority while retrenched. Any such offer of reinstatement or appointment under Section B. 1. above must be accepted within twenty (20) days of receipt of such offer. Faculty who are retrenched have an obligation to maintain with the College their current mailing address.

- C. Seniority under this Article shall be defined as length of service from most recent date of hire at USNH.

Article XV
SABBATICAL LEAVE

- A. Tenure track faculty members with the rank of assistant professor or above and Resident Artists with the rank of Resident Artist I or above become eligible for a sabbatical leave of absence for professional development upon completion of six (6) full years of full-time service in the rank of instructor or above, not including time spent on previous leaves without salary.
1. Subsequent eligibility for sabbaticals shall be upon completion of six (6) years of full-time **academic** years service upon return from the previous sabbatical.
 2. Leaves of up to one (1) semester with full salary or two (2) consecutive semesters with half salary may be granted. For library faculty the sabbatical will be for either six months at full salary or twelve (12) months at half salary. Twelve-month sabbaticals will begin on July 1; six month sabbaticals will begin on either July 1 or January 1.
 - a. Such leaves shall constitute continuous service time for the purpose of general salary increases and benefits.
 - b. The faculty member will accrue service time in rank for promotion, tenure and seniority.
 - c. Sabbatical leaves are granted with the agreement that the recipient shall return to the service of the College for at least one (1) year or reimburse the full amount of salary received and the College's share of the benefits provided while on leave.
 - d. No such leave shall be considered a termination or breach of the contract of employment and the faculty member on sabbatical leave shall be entitled to the same position occupied prior thereto except as affected by the operation of Article XIV, Retrenchment.
 3. A sabbatical leave is for the purpose of professional study and research which promises to contribute to the development of the faculty member in relation to their capacity at the College.
 - a. Applicants for sabbatical leave must develop a specific proposal which outlines the benefits expected for both the College and the individual.
 - b. Any sabbatical leave must have the approval of the Provost.
 - c. Faculty who have completed their sabbatical shall send a report on their sabbatical activities to the Dean and the Provost by the end of the semester following the sabbatical.
 4. Nothing in this Article shall be construed to prevent any faculty member on sabbatical leave from receiving a grant for further study from any institution of learning other than USNH.

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

Article XVI
LEAVES WITHOUT PAY

- A. Leaves without pay may be granted at the discretion of the College for appropriate reasons for a period of up to one (1) year. Such leaves may be extended for one (1) additional year at the discretion of the College.
1. If a faculty member is granted a leave without pay, the College will continue to pay its share of any benefits for 120 days, provided, however, that if the faculty member does not return to work, they may be required to reimburse the College for the benefit costs.
 2. Faculty on leaves of absence without pay shall not accrue service time in rank for promotion, tenure, or seniority. Such leaves shall not constitute a break in service time for the purpose of general salary increases and benefits. When such leaves of absence are initiated by the College for reasons of professional improvement, the faculty member will accrue service time in rank for promotion, tenure and seniority.
- B. Dependent Care Leave
1. No more than once every two (2) years a faculty member who requests it shall be granted a leave of absence without pay for dependent care.
 - a. Exceptions to the two (2) year requirement may be made on the basis of emergency, hardship or need.
 - b. Dependents shall include children, step-children, spouse or spouse relationship, parents and/or grandparents.
 - c. Such leave shall be guaranteed for a period of fifteen (15) weeks without pay and shall normally commence at the beginning of a semester.
 - d. In the event that the dependent care leave follows a pregnancy-related disability, the unpaid leave shall be in addition to any paid sick or disability leave.
 2. Extensions beyond fifteen (15) weeks of unpaid dependent care leave shall be considered on a case-by-case basis.
 3. When a faculty member is granted a leave for dependent care, the College will continue to pay its share of any benefits for 120 days, provided however, that if the faculty member does not return to work, s/he may be required to reimburse the College for benefit costs.
 4. A faculty member on a dependent care leave shall return to their former position at the expiration of their leave.
 5. Nothing contained in this Article shall limit a faculty member from exercising their right under the Family and Medical Leave Act of 1993.

Article XVII
SHORT-TERM DISABILITY,
PREGNANCY-RELATED, AND PARENTAL LEAVES

- A. Faculty members are provided paid leave for short-term disability, pregnancy-related disability, and/or parental leave as follows:
1. When a member of the faculty is unable to perform their duties and responsibilities due to a temporary disability including pre-natal and/or post-natal pregnancy-related disability, they can apply for a temporary disability leave. A leave due to disability is paid leave in accordance with USNH Benefits Policy. In addition, a faculty member may apply for a leave without pay in accordance with Article XVI. A faculty member whose disability may end during a semester can elect to take a leave of absence without pay in accordance with Article XVI and, where applicable, the USNH benefits policy. A faculty member may elect to return to their job at the end of the disability leave.
 2. A faculty member who becomes a mother or father through birth or adoption will be eligible for a maximum of twelve (12) weeks of paid parental leave of absence starting with the arrival of the child. If the leave does not also involve a pregnancy-related disability leave for the faculty member, the leave may be requested to commence with the beginning of the subsequent academic semester.
 - a. The faculty member shall inform their supervisor in writing, as early as possible, of the intent to use parental leave.
 - b. Parental leave will run concurrently with up to the first twelve weeks of post-natal pregnancy-related disability leave.
 - c. When both parents work for the College, the maximum combined parental leave they may take is 12 weeks.
 - d. If the faculty member decides to return to work prior to the end of 12 weeks, ~~s/he~~ they shall provide written notice at least 14 days prior to the return date.
 - e. If the faculty member accrues vacation/sick leave, the period of parental leave shall first include the use of accumulated sick leave.
 - f. Paid leave taken under this provision shall run concurrently with any leave granted under the Family and Medical Leave Act of 1993.
 3. Faculty with a qualified Family Medical Leave (FMLA) need may request a reduced teaching load or alternative assignment when the anticipated FMLA need is expected to persist for greater than one month and is due to a serious medical condition of a spouse, parent or child. The Provost shall make the final assignment in consultation with the appropriate dean. The Provost shall not arbitrarily reject any request for a reduced teaching load or alternative assignment.

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

Article XVIII
OTHER LEAVES

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

Article XIX
MISCELLANEOUS WORKING CONDITIONS

A. Facilities, Equipment and Services

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

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

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

The allocation for FY 22 may be spent by the faculty member anytime between July 1, 2021 and May 15, 2023. If the faculty member is carrying over funds from FY 22 then the total amount a faculty member may spend between July 1, 2021 and May 15, 2023 is \$3450.

The allocation for FY 23 may be spent by the faculty member between July 1, 2022 and May 15, 2024. If the faculty member is carry over funds from FY 23, then the total amount a faculty member may spend between July 1, 2022 and May 15, 2024 is \$3550.

The allocation for FY 24 may be spent by the faculty member between July 1, 2023 and May 15, 2025. If the faculty member is carry over funds from FY 24, then the total amount a faculty member may spend between July 1, 2023 and May 15, 2025 is \$3650.

The allocation for FY 25 may be spent by the faculty member between July 1, 2024 and May 15, 2026. If the faculty member is carry over funds from FY 25, then the total amount a faculty member may spend between July 1, 2024 and May 15, 2026 is \$3650.

2. Appropriate use of professional enhancement funds shall include, but not be limited to, professional travel and/or materials used in research or teaching.
 - a. Each faculty members shall inform their Dean or Director of the use and/or designated use of funds by May 15.
 - b. Each faculty member must use customary College purchasing procedures. All requests for reimbursement must be submitted during the fiscal year in which the expense is incurred.
3. Professional enhancement funds not so designated by May 15 will be transferred to the School's professional enhancement fund, and faculty in the School may request those funds for additional professional enhancement.
4. In the event that no successor agreement is concluded by June 30, 2025, the language of the above shall continue through June 30, 2026.

C. Faculty Development Pool

1. All bargaining unit members may apply for Faculty Development funds.
 2. Faculty Development Pool Supplement: Interest from the Trustee fund dedicated to faculty development shall be added to the pool of money available for faculty development described.
 3. The parties have agreed to a set of guidelines for the Faculty Development Pool which are included in the Faculty Handbook. A joint faculty-administration committee shall evaluate proposals and recommend grant recipients to the President of the College.
 - a. Applicants for moneys from the Faculty Development Pool shall submit proposals for research, education, program development, or professional activities.
 - b. Such grants shall be used to cover expenses including, but not limited to, costs of equipment, research, travel, and tuition. This program is independent of and complementary to other College programs such as the Sabbatical Leave program.
 - c. Any unexpended funds shall be carried over and added to funds available for succeeding years.
- D. As resources permit, the Provost may support additional requests for professional development through such activities as attending seminars, presenting papers or serving a related function in a professional meeting.
- E. Faculty members traveling on approved official business and/or institutional trips shall be reimbursed for reasonable expenses in accordance with existing College policies.
- F. The College and the faculty agree to abide by applicable federal and state laws concerning

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

- G. The College will provide prompt payment for all compensated work by bargaining unit members. Except as otherwise provided in Article XI (G), payment shall begin no later than four (4) weeks after the work is initiated and be completed no later than four (4) weeks after it is finished.
- H. The parties hereby specifically incorporate into this Agreement by reference the College's Intellectual Property Policy. Any changes to this policy during the term of this Agreement shall be subject to review and agreement between the College and the KSCEA.
- I. The parties hereby specifically incorporate into this Agreement by reference the College's Computer Network Use Policy, as those policies may be amended from time to time.

Article XX
ASSOCIATION RIGHTS

A. College-Association Communication

1. It is agreed that the College Administration and the Executive Committee of the Association will meet periodically to discuss and attempt to resolve problems of mutual concern.
 - a. Two (2) such meetings may be called upon the request of the Administration or the President of the Association each semester and during the summer, with additional meetings as mutually agreed.
 - b. Agendas, which shall include items of mutual concern, and length of meetings (not to exceed eight (8) hours each) shall be agreed upon within seven (7) days of such meetings.
2. The President of KSCEA shall confer on a regular basis with the Provost and the President of the College, or their designees.
3. The College shall provide the President of the Association, as soon as available, a copy of the advance agenda of monthly meetings of the Board of Trustees and a copy of the minutes of such meetings.
4. The College shall make available to the Association, upon its request and within a reasonable 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 or data in any other form than already exists at the time of the request if such preparation or production would be unreasonably burdensome.
5. Faculty members as individuals or representatives of the Association shall be permitted to participate in conferences or meetings with a representative of the College regarding grievance step meetings or meetings under this Article, with adequate release time and no loss in pay or other penalties. Such meetings shall be scheduled at times that shall not unreasonably interfere with the operation of the College.
6. The College shall provide within thirty (30) days of execution of this contract, a copy of this Agreement to the Association and to each member of the Association's bargaining unit by posting the Agreement in an appropriate location on the College web site. Should the Association request, the College shall also provide up to twenty (20) copies of the Agreement in hard-copy format to the Association.
7. The administration shall provide notification to the Association of the initial appointment of any new faculty member who is added to the collective bargaining unit. The notification should consist of a statement of salary, duties, start-up funding, and reassigned time (if any) of the new faculty member.

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

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 present College procedures, 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 KSCEA shall be permitted to transact official KSCEA business on campus at reasonable times.
5. The College shall provide KSCEA, at the Association's option, with adequate on-campus office space, equipped with standard office furnishings sufficient for two (2) persons. The current per square foot cost for operation and maintenance will be charged to the Association. Computer and telephone costs and office furnishings maintenance costs will be borne by the Association.
6. The Association shall continue to be entitled to hold meetings at reasonable times. The Association, its officers, and members shall not engage in Association activities which unreasonably interfere with normal College operations.

C. The College shall deduct the regular annual dues of the Association from the pay of each bargaining unit member who has submitted a payroll deduction form, or the bargaining unit 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. Deductions authorized by faculty members submitted to the College after October 1 shall begin no later than three (3) weeks after submission.

1. The amount to be deducted shall be certified by the Association to the College and the aggregate deductions shall be remitted monthly to KSCEA together with an itemized statement containing the names of the faculty members with the amount of dues 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.
2. All members of the Association shall be required to pay dues 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.
3. Membership in the Association shall be continuous. Any change from dues paying membership status to non-member 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.

4. The Association shall hold the College harmless with regard to any action arising out of its compliance with this section.
- D. Participation in activities of collective bargaining and faculty representation by KSCEA officers and committee membership shall be considered a service activity similar to other committee work at the College.

Article XXI
SALARY

A. Promotions for Tenure Track and Tenured Faculty

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

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

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

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

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

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

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

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

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

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

6. Following a promotion increase under Subsection A.1, any tenure track or tenured faculty member who has not reached the rank minimum salary level described above shall be raised to that minimum.
7. Clinical Faculty and Resident Artists: In each academic year during the term of this Agreement, each clinical faculty member and resident artist promoted to the next rank shall receive the following promotion increases over their last salary at their pre-promotion rank:

Clinical Instructor to Clinical Assistant Professor	\$3,500
Clinical Assistant/Resident Artist I to Clinical Associate Professor/Resident Artist II	\$5,000
Clinical Assistant/Resident Artist II to Full Clinical Professor/Resident Artist III	\$6,500

8. For **2021-22**, no clinical faculty member or resident artist shall be paid below the following rank minimum for their rank

Clinical Instructor	\$57,990
Clinical Assistant Professor/Resident Artist I	\$61,930
Clinical Associate Professor/Resident Artist II	\$68,110
Clinical Professor/Resident Artist III	\$76,840

9. For **2022-23**, no clinical faculty member or resident artist shall be paid below the following rank minimum for their rank

Clinical Instructor	\$59,150
Clinical Assistant Professor/Resident Artist I	\$63,160
Clinical Associate Professor/Resident Artist II	\$69,470
Clinical Professor/Resident Artist III	\$78,370

10. For **2023-24**, no clinical faculty member or resident artist shall be paid below the following rank minimum for their rank

Clinical Instructor	\$60,330
Clinical Assistant Professor/Resident Artist I	\$64,430
Clinical Associate Professor/Resident Artist II	\$70,860
Clinical Professor/Resident Artist III	\$79,940

11. For **2024-25**, no clinical faculty member or resident artist shall be paid below the following rank minimum for their rank

Clinical Instructor	\$61,540
Clinical Assistant Professor/Resident Artist I	\$65,720
Clinical Associate Professor/Resident Artist II	\$72,280
Clinical Professor/Resident Artist III	\$81,540

12. Following a promotion increase under Subsection A.7, any resident artist/clinical faculty member who has not reached the rank minimum salary level described above shall be raised to that minimum.
- B. Effective on January 1, 2022, each member of the bargaining unit shall receive a one and one-half percent (1.5%) increase in their base salary. In addition, each member of the bargaining unit shall receive a one-time flat bonus of \$500, minus required tax deductions, not to be added to base salary.
 - C. Effective on July 1, 2022, each member of the bargaining unit shall receive a two percent (2%) increase in their base salary.
 - D. Effective on July 1, 2023, each member of the bargaining unit shall receive a two percent (2%) increase in their base salary.
 - E. Effective on July 1, 2024, each member of the bargaining unit shall receive a two percent (2%) increase in their base salary. In addition, each member of the bargaining unit shall receive a one-time flat bonus of \$750, minus required tax deductions, not to be added to base salary.
 - F. For purposes of this Agreement, continuing faculty are defined as those on the payroll as of June 30 in the calendar year in which the salary increase takes place, including those on approved paid and unpaid leaves, who have not resigned before the effective date of this agreement or have not been issued a terminal contract resulting from unsatisfactory evaluation.
 - G. Any faculty member who would be eligible to receive a promotion stipend and/or rank minimum adjustment in an academic year subsequent to 2024-25 shall receive that stipend and/or adjustment even if a successor agreement has not been reached by the start of that year. If increases in the amounts for promotion and/or rank minimum are negotiated, they will be given retroactively to eligible employees.
 - H. A faculty member who is appointed and serves as an assistant dean shall receive a minimum adjustment in salary of ten percent (10%) of salary or \$10,000, whichever is greater (annualized) for the period of time that s/he serves in that capacity.

Article XXII
BENEFITS (SUPPLEMENTAL COMPENSATION)

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

A. Medical Benefits

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

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

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

* Employer contribution to HSA.

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

Plan	Individual	Employee + Spouse	Employee + Child(ren)	Family
OAP 300/600	14.5%	18.5%	18.5%	22%
OAP 1000/2000	11.5%	15.5%	15.5%	19.5%
OAP HSA	6.5%	10.5%	10.5%	14.5%
	\$750*	\$1,500*	\$1,500*	\$1,500*

* Employer contribution to HSA.

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

Plan	Individual	Employee + Spouse	Employee + Child(ren)	Family
OAP 300/600	15%	19%	19%	22.5%
OAP 1000/2000	12%	16%	16%	20%
OAP HSA	7%	11%	11%	15%
	\$750*	\$1,500*	\$1,500*	\$1,500*

* Employer contribution to HSA.

1.4. For Plan Year 2025, the employee share of the premiums will be as follows:

Plan	Individual	Employee + Spouse	Employee + Child(ren)	Family
OAP 300/600	15.5%	19.5%	19.5%	23%
OAP 1000/2000	12.5%	16.5%	16.5%	20.5%
OAP HSA	7.5%	11.5%	11.5%	15.5%
	\$750*	\$1,500*	\$1,500*	\$1,500*

* Employer contribution to HSA.

2. All medical plan options offered by USNH are subject to vendor-initiated, non-discretionary changes in coverage, cost, and naming conventions. Where a vendor offers USNH a choice between a change of some sort and status quo, that choice shall be subject to negotiation between the Association and USNH. If no agreement is reached by the deadline imposed by the vendor, no change shall be implemented. Where a vendor offers USNH a choice between one change or another, and makes the status quo no longer available, those choices shall be subject to negotiations between the Association and USNH. If no agreement is reached by the deadline imposed by the vendor, USNH will choose the option it deems closest to the status quo. The employer shall be free, in its discretion, to offer new plans for faculty to select in addition to those offered as of the effective date of this Agreement.
3. If the federal government levies a “Cadillac Tax” on employers for plans that are considered too rich, that tax will be shared by the employee and employer at the same percentages as the premium is shared.

B. Other Supplemental Compensation

The parties agree that those moneys specified by employees may be placed in "pre-tax" accounts to be used to cover non-reimbursed medical costs and dependent care. Such deposits may be made up to, and including, the maximum amount permitted by law.

C. Retirement

1. Contributions: Faculty members will continue to be eligible for contributions to retirement the same as described in University System benefit policy, except that there will be no "waiting period" in order to be eligible for the standard option retirement contribution match of 10%.
2. Vesting: Faculty members will be vested in retirement plans as described in University System policy USY-V-A-4.6.1.5 with the following exceptions:
 - a. If the College terminates or non-renews a faculty member, that faculty member's retirement contributions (employer and employee) will be immediately vested.
 - b. Faculty members hired before January 1, 2004 will be eligible for prior distribution provisions of the plan if they enroll and make contributions to the plan prior to July 1, 2004.
3. Faculty will be offered all levels of program as made available to USNH employees requiring employee contributions to receive employer matching contributions as follows:

	If hired and enrolled prior to October 1, 2012	If hired and enrolled October 1, 2012 or later
High Level (called "Standard" Level)	6% employee contribution receives 10% employer contribution plus either ARC or retiree medical coverage	6% employee contribution receives 10% employer contribution
Middle Level	4% employee contribution receives 6% employer contribution plus either ARC or retiree medical coverage.	4% employee contribution receives 6% employer contribution
Low Level (called "Alternate" level)	2.5% employee contributions receives 4% employer contribution plus either ARC or retiree medical coverage.	2.5% employee contributions receives 4% employer contribution

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

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

SIDE LETTER TO THE CONTRACT

Parties will execute a side letter as follows:

1. Currently, bargaining unit members may contribute more than 6% match to their 403b Retirement Plan in any given year subject to IRA maximum contribution levels and any other IRS requirements or restrictions. Such additional contributions above 6% are currently kept in the Plan's Supplemental Retirement Account separate and apart from the regular 403b Plan Account. Such funds in the Supplemental Account may be invested in the same manner as funds in the regular 403b Plan Account. Currently, faculty also have access to the funds in the Supplemental Account at age 59 1/2; may take hardship withdrawals from the funds in the Supplemental Account; and may take loans against the funds in that Supplemental Account and in accordance with any Plan restrictions and/or IRS regulations.
2. While faculty cannot currently withdraw funds from their regular 403b Plan Account until they terminate or retire from the College or until they are on a planned and approved retirement phase out program, the Board agrees that, by January 1, 2023, the regular 403b Plan will be amended to allow for such withdrawal of funds from the regular 403b Plan Account once the faculty member reaches age 59 1/2. The regular 403b Plan will also be amended by that time to allow for hardship withdrawals and loans in accordance with any Plan restrictions and/or IRS regulations.

The details of the USNH Retirement Plan is available at: <https://www.usnh.edu/retirement>.

The plan document is available at:

https://www.usnh.edu/sites/default/files/hr/resources/benefits/pdf/usnh_403b_summary_plan_provisions.pdf

Should the plan or the plan document ever change, the Association will promptly be given notice of any such change.

D. ARC/Retiree Medical

USNH Policy USY-V-A-7 shall apply as follows: Faculty members hired on or after 6/30/95 but before 07/01/2011 shall be eligible only for ARC. Faculty members hired before 6/30/95 shall be eligible for the transition plan described in USY-V-A-7.4. On or before March 31, 1995, such faculty members made a written selection of either the Medicare supplemental plan or ARC (Additional Retirement Contribution). Plan selections and eligibility are

described in USY-V-A Section 7. If the faculty member did not select ARC, they remain in the current Medical supplemental plan, subject to the eligibility requirements of the plan. All other aspects of the USY-V-A Section 7 shall remain the same.

- E. Tuition Benefits for Spouses and Dependents: Under USNH policy, members of the bargaining unit are currently eligible to receive tuition benefits for their spouses and dependents subject to terms and limitations specified by policy.

Article XXIII
GOVERNANCE

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

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

C The College recognizes that faculty members, in addition to their teaching, service and scholarship/research, make other valuable contributions to the College, and they will be invited to participate in developing institutional priorities and policies.

Article XXIV
HEALTH AND SAFETY

Faculty members shall not be required to work in unsafe or hazardous conditions that may endanger their health, safety or physical well-being.

Article XXV

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 XXVI
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 XXVII
DURATION

This agreement shall continue in full force and effect from December 16, 2021, until midnight June 30, 2025, and shall be automatically renewed from year to year thereafter, unless by January 5 of the year in which the Agreement is expiring either party notifies the other in writing by registered mail of its desire to terminate or amend the Agreement. In preparation for the next contract both parties will exchange interest statements by January 15, 2025.

APPENDIX A

PROMOTION AND TENURE TIME LINES

For Faculty Applying for Promotion to Associate Professor in Year 5 and Tenure in Year 6

Year	Evaluation Action (in addition to the completion of an Annual Information and Self-Evaluation Report)	Deadline
1	DPEC (<i>review of year 1</i>)	June 1 (following Spring semester)
2		
3	DPEC (<i>review of years 2 and 3, building on year 1 DPEC</i>)	June 1 (following Spring semester)
4		
5	DPEC for promotion to Associate Professor (<i>review of first 4 years taking into account DPECs from year 1 and year 3</i>)	Fall (at start of Fall semester, date determined by Provost's office)
6	DPEC for Tenure (<i>review of first 5 years taking into account DPECs from year 1, year 3, and the year 5 promotion submission</i>)**	Fall (at start of Fall semester, date determined by Provost's office)
7		
8	DPEC (<i>review of years 7 and 8 and the Tenure submission</i>)**	Fall
9		
10	DPEC for promotion to Full Professor (<i>review of work from years 7-9 and Tenure submission</i>)	Fall (at start of Fall semester, date determined by Provost's office)

** - Two DPECs required to be completed **after** promotion to Associate Professor to be eligible to apply for Full Professor

**For Faculty Applying for both Promotion to Associate Professor
and Tenure in Year 6**

Year	Evaluation Action (in addition to the completion of an Annual Information and Self-Evaluation Report)	Deadline
1	DPEC (<i>review of year 1</i>)	June 1 (following Spring semester)
2		
3	DPEC (<i>review of years 2 and 3, building on year 1 DPEC</i>)	June 1 (following Spring semester)
4		
5		
6	DPEC for promotion to Associate Professor <u>AND Tenure</u> (<i>review of first 5 years taking into account DPECs from year 1 and year 3</i>)	Fall (at start of Fall semester, date determined by Provost's office)
7		
8	DPEC (<i>review of years 7 and 8 and the promotion and tenure submission</i>)**	Fall
9		
10	DPEC (<i>review of years 9 and 10</i>)**	Fall
11	DPEC for promotion to Full Professor (<i>review of work from years 7-10 and promotion and tenure submission</i>)	Fall (at start of Fall semester, date determined by Provost's office)

** Two DPECs required to be completed **after** promotion to Associate Professor to be eligible to apply for Full Professor

APPENDIX B

Reduction in FTE in Transition Year(s)

1. A faculty member may choose to transition to retirement by reducing their FTE to a range between 50% and 80%, receiving pro-rated salary while maintaining full-benefits eligibility for a period up to three years. This retirement transition provision allows the retiring faculty member to access 403b monies while still an active employee. To be eligible, the retiring faculty member must be at least 59 and 1/2 years old and have ten (10) years of status USNH service. [NOTE: The parties have agreed that all faculty may access 403b money once the USNH plan is changed effective January 1, 2023.] Requests for this option must be made in writing and are subject to approval by the Dean and Provost. Faculty requesting and being granted a retirement transition under this option are not eligible to apply for the former CTIP Plan.

2. Adjunct post retirement work option - The parties agree that retirees, including all Career Transition Incentive plan recipients, who wish to maintain some work connection with the College, can apply and shall be considered adjunct and non-tenure-track employment. Such a retiree shall work in an adjunct capacity. This includes but is not limited to:
 - As a classroom instructor.
 - As an advisor of independent studies.
 - As a mentor to new faculty.
 - In limited cases, as a member of special curriculum or other committees where the insights of the retiree may be particularly relevant.
 - As an advisor to students.
 - In some other consultative or service role.
 - As an ambassador for the College working with the admissions office in recruiting new students.
 - As a representative of the College in system activities such as the study of transferability of credits among USNH institutions and post-secondary NH institutions.

Retirees, at their request, shall be offered a service opportunity with the College for at least the first year following retirement. The payment and duties shall be negotiated between the retiree and the College, provided, however, the minimum payment per semester shall be the equivalent of overload compensation for teaching one four-credit course. The offer of work and the rate of pay may be greater by agreement of the retiree and the College. After one year, the decision by the College to continue employment (or not) is completely discretionary. A faculty member working after retirement shall be dealt with in the same manner and in accordance with the College's policies on adjunct faculty. At no time are such retirees to be considered as members of the bargaining unit for any purpose. Nothing in this agreement shall be construed as an admission by the Board that it has any duty to bargain with the Association over retirees.

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

1. MEMORANDUM OF AGREEMENT ON ADVISING

The College and the Association are committed to increasing the effectiveness of academic advising. The College will work with the departments and interdisciplinary programs that offer a major on a flexible approach to advising that will include but not be limited to one or more of the following: 1) increase the number of full-time faculty in the discipline, 2) modify the curriculum so that at least some of the academic advising load will be handled through credit courses, 3) use group advising where this can be effective, and 4) assign faculty from related disciplines with lighter advising loads to advise students in affected disciplines. The College and the Association will also work together to: 1) evaluate current practices in advising; 2) gather systematic data on advising both at Keene and elsewhere; 3) develop the basics of good advising; 4) develop the criteria for good faculty practice; and 5) discuss the possibility of pilot programs for evaluating the effectiveness of faculty members in advising students.

Leadership for the review, planning and implementation of mutually agreed-upon action steps will rest with the Provost or the Provost's designee. Action steps may vary depending on department needs and plans as well as overall College enrollment management planning and implementation. Action steps might include those enumerated above or such other actions as good practice and experience suggest will improve student outcomes related to advising.

2. MEMORANDUM OF AGREEMENT ON HEALTH AND DENTAL BENEFITS

The parties agree that the cost, availability and options concerning health insurance are important compensation issues for the faculty and the college. The parties agree that it would be advantageous for representative(s) of the faculty to participate in exploring health coverage initiatives with the system administration and to share thoughts and information regarding this area. Therefore, during the life of this agreement, representatives of the Association will meet with System representatives to review benefit issues, particularly health coverage options.

3. MEMORANDUM OF AGREEMENT ON PARKING

Faculty and staff vehicles with current decals may be parked in commuter lots (use as overflow lots) only if all faculty and staff lots are full. Commuter parking areas are: Madison, South; Madison, North; the Student Center lot (to the north side of the Science Center), the Bruder Street lot, South, and the Winchester Street lot.

4. MEMORANDUM ON CONFLICT MANAGEMENT

Unmanaged conflict can be a serious impediment to the realization of the interests of both the faculty and the administration. Conflict may occur in areas and around issues that are not covered by the collective bargaining agreement and thus not subject to the grievance procedure. The parties agree that the management of conflicts between and among members of the Keene State College community may warrant greater and/or more formal attention than is currently devoted to it. They will remain vigilant for areas of concern, mutually seek and jointly consider options and alternatives for the healthy management of conflict.

5. MEMORANDUM OF AGREEMENT ON FACULTY DINING ROOM

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

6. MEMORANDUM OF AGREEMENT ON CDC

The CDC when filling open slots will give priority to children of KSC faculty, staff and students.

7. MEMORANDUM OF AGREEMENT REGARDING DPEC CRITERIA AND STANDARDS OF REVIEW

KSCEA and the College agree that all parties are served by having clearly established criteria for promotion and tenure evaluations. The parties also understand, however, that these criteria can vary from department to department. In the interest of fairness to the candidate, openness in the process and guidance for evaluators, each department and interdisciplinary program will develop discipline-specific criteria and standards for review.

The document will be developed in consultation with the Dean and reviewed by the Provost and Deans for consistency of standards across departments and schools. The final versions shall be shared with KSCEA and made available electronically. All new faculty will receive copies of the guidelines for their department and for any interdisciplinary programs in which they teach.

8. MEMORANDUM OF AGREEMENT ON PEDAGOGY

Pedagogy in higher education is in transition as more research is completed on how students learn and the best teaching practices to promote student success. The College may invite participation in pilot programs or trial and experimentation in these techniques, which may be undertaken voluntarily. Non-participation in a pilot or trial will have no bearing on tenure and promotion.

Additionally, the College agrees to provide appropriate resources for professional development experiences that will prepare faculty to participate in a pilot or trial program.

9. MEMORANDUM OF AGREEMENT ON ASSESSMENT

The KSCEA and KSC agree that programmatic assessment is fundamental to the quality and integrity of our curricula. Assessment of programmatic learning outcomes is a community activity designed to support student learning in a formative manner. This statement provides clarification specific to the individual faculty member's responsibilities and how data collected can, and cannot, be used. This statement will not supersede the collective bargaining agreement (CBA) between the University System and the KSCEA and will not impinge upon faculty's rights and protections regarding academic freedom in the classroom as guaranteed by the CBA.

We also agree that assessment is expected to be a routine activity, embedded in the curricula development and revision processes. As such, faculty are a core component of the ongoing assessment program at the college. The information collected through assessment should be used by the faculty to engage in reflective curricular improvement.

It is expected that each member of the bargaining unit will participate in programmatic assessment. This includes participating in departmental assessment activities, including development of programmatic learning outcomes, collection of data and subsequent discussions about the data and, ultimately, ways to improve student learning. Assessment techniques should be as unobtrusive as possible and the method of data collection should be generally accepted as appropriate for assessing student learning.

As stated above individual faculty members are expected to participate in course based and programmatic assessment, however, each faculty member will have the right to approve the method of program assessment that occurs in their courses, teaching, or content areas, based on department discussions. Results of programmatic assessment activities conducted in individual courses will not identify specific faculty or be used punitively in formal peer evaluation processes, course assignments, committee work and in any other facet of a faculty member's worklife at KSC. However, recognizing the critical role of assessment in supporting the curricular transformation necessary to support effective teaching and learning at KSC, a faculty member's participation or decision not to participate in assessment activities can be considered.

Faculty are also encouraged to participate in course-based assessment for all courses they teach, evaluating whether the student learning outcomes for the course were met. Individual faculty members can choose the method of assessment to be used in their courses. Course-based assessment activities are for the benefit of the faculty member, the results for personal use, self-improvement, and to support departmental curricular revisions, where appropriate. By its very nature, assessment addresses the dual dynamic of teaching and learning on both the part of the student and the teacher.

Since participation in programmatic and course-based assessment is expected of all faculty members, the degree of participation can be considered during faculty evaluations for promotion and tenure. A faculty member's participation will be considered with other teaching and service responsibilities. However as stated above the results from both forms of assessment may not be used in this evaluation. If a faculty member chooses to engage in the scholarship of academic assessment, these activities will also be considered during promotion and tenure evaluations. In fact, it is conceivable that a faculty member's work in assessment might be used to demonstrate effectiveness in teaching, service and/or scholarship. (A decision not to participate in the scholarship of assessment may not be used as a criterion for promotion and tenure evaluations.)

Departments and the College will take measures to insure that the results of specific programmatic assessment, or a cycle of programmatic assessment activities, will not be available by individual course or faculty member in any form. Given that circumstances don't always allow anonymity, if this information is obtained it will not be introduced into promotion and tenure considerations. The results of programmatic and course-specific assessment activities are expected to support reflective curricular transformation and active and ongoing professional development for the faculty member.

Specifically, if the administration, department chair or other faculty obtain assessment results associated with an individual course or faculty member, these results will not be used to justify reassignment of courses, reassignment of other faculty duties, or participation a specific program.

Further:

- The College will continue to maintain an Assessment Development Pool (a practice that began July 1, 2012), setting aside \$30,000 on July 1. \$20,000 of this pool will be set aside for stipends for the compiling and writing of Annual Assessment Reports. The Provost's Office will provide guidelines to department chairs for the Annual Assessment Reports by the Monday two weeks before the beginning of the Spring semester. Annual Assessment Reports will be due on the last day of the Faculty Contract for each year. The pool of \$20,000 will be equally shared among the writers of the reports and paid out before the end of the College's fiscal year (June 30) on the year the report was submitted.
- In the event that the assessment report for a department is written by a department member other than the Department chair, that chair designee will receive the stipend for writing the assessment report. The chair's designee for this purpose must be elected by the department.
- In addition, \$10,000 of this pool will be set aside to allow faculty members and departments/programs to apply for money to fund programmatic and course-based assessment efforts as required by NECHE. These funds are not to replace existing funds provided by the Provost's office for CAEP, Integrative Studies and other continuing forms of programmatic accreditation or any other college activity or program for which funds are presently allocated.
- Money from this pool is available only to KSCEA bargaining unit members.
- These funds will be allocated by the Assessment Steering Committee, two elected faculty and one appointed representative of the Provost Office (three members total).
- Specific guidelines for the committee will be developed by the steering committee by October 1 of each year. These guidelines will be subject to ratification by both the KSCEA Executive Board and the Provost. In general, these monies are designed to assist departments/programs with course-based and programmatic assessment activities.
- These funds are intended, but not limited to, such things as: conference costs, assessment instruments, consultants, summer stipends, and buying a one course reduction so faculty members can focus on their department or program's assessment.
- As of May of each year unspent Assessment Grant funds will roll into the Annual Assessment Report pool to be equally distributed with the \$20,000 to the writers of the Annual Assessment Reports.

10 MEMORANDUM OF UNDERSTANDING - GOVERNANCE

July 28, 2020

- A. Because integrity in our hiring practices is a shared value, and in order to improve the relationship between the College administration and the faculty as well as to foster transparency in College decision-making, the College agrees to the following with respect to the appointments of the Provost, Associate Provost, Deans, and other senior administrators at the Vice Presidential level (referred to herein as “senior administrators.”)
1. The College will follow published USNH hiring policies with respect to recruitment, selection, and employment.
 2. When a senior administrator vacates their position at the College, the College will indicate to the faculty whether the position will be filled or not, and if it is to be filled, the College will indicate to the faculty whether it will be filled on an interim or permanent basis. These administrative decisions will be communicated to the faculty within 30 business days from the date that the senior administrator’s last day of employment in that position.

If the position is only going to be filled on an interim basis, the College will indicate to the faculty the reason for doing so and for how long the position will be considered interim.
 3. The College will indicate to the faculty whether an interim is to be converted to a permanent position. In those instances where the College decides against an open search, the faculty will be provided with a written rationale.
 4. The parties agree that when an open search process is used to fill assistant and associate dean positions, it will begin with a call for self-nominations. The College is not, however, required to limit its search to such self-nominations.
 5. Nothing herein shall diminish in any way the College’s right to decide on its own administrative organization, the number and type of administrators it will have and the selection of any administrator.
 6. The parties acknowledge the purpose of this MOU is to preserve the integrity of the hiring process and to adhere to USNH policies. The MOU is not intended to encroach upon Management Rights.
- B. The College endeavors to have evaluation processes for senior academic administrators (Provost, Associate Provost and Deans) that reflects the changing priorities of the institution, emphasizing vision, leadership, collaboration, and stewardship as well as the values of the institution.




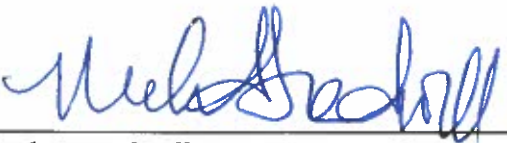

The College will inform the faculty as to the process for evaluation for senior academic administrators (Provost, Associate Provost, Assistant Provost and Deans). The input of faculty into the evaluation of senior academic administrators will be an indispensable part of any evaluation system developed by the administration. In developing an evaluation

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

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

SIGNATURE PAGE

IN WITNESS WHEREOF, The Board had caused this instrument to be signed and sealed by its duly authorized representative and the Association has caused this instrument to be signed and sealed by its duly authorized representative in January 2022.

<p><i>Keene State College Education Association KSCEA/NEA</i></p> <p>By:  Loren Launen President, KSCEA 2021-22</p> <p>By:  Saran Ghatak Vice President, KSCEA 2021-22</p> <p>By:  Peter Stevenson Bargaining Chair, KSCEA 2021-22</p>	<p><i>University System of New Hampshire</i></p> <p>By:  Melinda Treadwell President Keene State College</p> <p>By:  James M. Beeby Provost and Vice President, Academic Affairs Keene State College</p>
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