

COLLECTIVE BARGAINING AGREEMENT

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

July 1, 2002 - June 30, 2005

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ARTICLE 1

RECOGNITION

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

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

The College agrees that a contract lecturer cannot serve longer than two years in such position. If the College wishes to retain a person holding a contract lecturer position for longer than two years, then he or she will become an adjunct faculty member with four semesters of seniority credited.

ARTICLE 2

DEFINITIONS

- A. Adjunct faculty member: Any member of the bargaining unit except where otherwise limited
- B. Association: The Adjunct Association of Keene State College, affiliated with the National Education Association (NEA) of New Hampshire, its officers and agents
- C. College: Keene State College, the administration of Keene State College, or the USNH Board of Trustees, its officers and agents
- D. USNH: University System of New Hampshire
- E. Board: USNH Board of Trustees
- F. PELRB: New Hampshire Public Employee Labor Relations Board
- G. Discharge: The termination of an appointment prior to its expiration

ARTICLE 3

MANAGEMENT RIGHTS

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

- A. The right to direct employees; to determine qualifications, hiring criteria, standards of work and curriculum; to hire, transfer, assign, retain employees in position; to determine the need for and number of employees to be hired; to grant leaves; to suspend, discharge or take other disciplinary actions against an employee for just cause.

- B. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the College's operations are to be conducted.
- C. The right to take such actions as may be necessary to carry out the missions of the College in case of emergencies (provided that the College shall subsequently negotiate the effects of such actions on terms and conditions of employment of bargaining unit members).
- D. The right to make rules, regulations and policies not inconsistent with the provisions of this Agreement and to require compliance therewith.

ARTICLE 4

ACADEMIC FREEDOM

- A. It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching, research and publication. The College cannot fulfill its purpose of transmitting, evaluating and extending knowledge if it requires conformity with any orthodoxy of content and/or method.
- B. In the exercise of this freedom, the adjunct faculty member may discuss his/her own subject in the classroom; s/he may not, however, claim as his/her right the privilege of discussing in his/her classroom controversial matter which has no relations to his/her subject. The College is obligated to protect and defend faculty members from pressure and harassment connected with their academic and scholarly work.
- C. In his/her role as citizen, every adjunct faculty member has the same freedoms as other citizens. However, in his/her extramural utterances s/he has an obligation to make every effort to indicate that s/he is not an institutional spokesperson.

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

ARTICLE 5

FAIR PRACTICES

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

ARTICLE 6

GRIEVANCE AND ARBITRATION PROCEDURES

- A. It is the objective of the parties to this Agreement to encourage the prompt and equitable resolution of grievances.
- B. A “grievance” is any dispute or difference concerning the interpretation, application, or claimed violation of any provision of this Agreement, or any specific policy incorporated by reference into this Agreement. A grievance may be initiated by a member or a group of members of the bargaining unit or by the Association.
- C. The parties agree that, except as otherwise specifically provided in this Agreement, the orderly process hereafter set forth shall be the sole method used for the resolution of grievances.
- D. If a grievance is filed under this Article, neither the Grievant nor the Association shall file or process any unfair labor practice charge under RSA 273-A:5I(h) alleging that the Agreement has been breached by the College’s conduct giving rise to the grievance, or that such conduct is in any way objectionable under law.
- E. A grievance shall be considered to be formally filed when it is submitted to Step One of this procedure.
- F. General Provisions
 - 1. If a grievance is filed by the Association, it may initiate the grievance by filing immediately at Step Two.
 - 2. Failure by the Grievant to comply with the time limitations of Step One shall preclude any subsequent filing of the grievance.
 - 3. Failure by the Grievant at any step of this procedure to appeal within the specified time limits shall be considered acceptance by the Grievant of the decision rendered at the last step.
 - 4. Failure by the College at any step to communicate its response within the specified time limits shall permit the Grievant to proceed to the next step. If the Step Two meeting does not take place within the time limits prescribed or within an extension of time mutually agreed upon; and if the failure to convene the meeting within such time limits is demonstrably the result of bad faith on the part of the College; and if the grievance is appealed to Step Three, the College will pay the full cost of the compensation and expense of the arbitrator. Any dispute over the identity of the party responsible for the failure to convene the meeting in a timely fashion will be resolved by the arbitrator.
 - 5. The time limits in this Article may be extended by mutual agreement.
 - 6. Either party may choose to stop the clock for any grievance filed between the last day of classes of the Spring Semester and the first day of the next academic year. The clock shall resume on the first day of the academic year.
 - 7. Any reference to “days” shall mean calendar days, unless otherwise specified.

8. The filing or pendency of a grievance under the provisions of this Article shall not prevent the College from taking the action complained of, subject, however, to the final decision of the arbitrator.

G. Procedure

1. Informal Consultation. The Grievant shall attempt to solve his or her grievance speedily and informally by meetings between those directly affected.
2. Step One – Dean’s Level. If this informal discussion has failed to achieve a satisfactory resolution of differences, the Grievant may request a settlement meeting from the appropriate Divisional Dean. The request for such a meeting must be made in writing, with a copy to the Association, and should be made as promptly as possible but in no case shall it be made more than forty-five (45) calendar days after the Grievant has become aware of, or reasonably could have known about, the action(s) being contested. The submission should describe the basis of the grievance, the relevant facts, provisions of the Agreement alleged to have been violated, the adjustment sought and documents supporting the grievance. The discussion at this level should be open, informal and directed toward developing a mutually acceptable resolution of the grievance. At his/her option, the Grievant may be accompanied at all such meetings by a representative of the Association. The Dean will have twenty-one (21) calendar days in which to resolve the dispute and notify the Grievant and the Association of the status.
 - a. Any resolution reached at this stage of the procedure will be non-precedent setting and may not be cited by either party in arbitration as the basis for the resolution of any problem or grievance which may arise thereafter.
 - b. In the event both the Association and the College agree that the resolution reached at this stage resolves a continuing or recurring issue in a mutually satisfactory way, they may certify in writing that the resolution will be precedent-setting.
3. Step Two – VPAA. If the problem is not resolved to the Grievant’s and the Association’s satisfaction during the Grievance Consultation, the grievance may be submitted to the Vice President for Academic Affairs (VPAA).
 - a. The grievance may be filed only after efforts to resolve the grievance at the Grievance Consultation have been exhausted and must be filed no later than ten (10) days following the Dean’s notification of the grievant and the Association of the resolution, unless an extension of time for filing has been agreed upon between the Grievant and the College.
 - b. The VPAA will arrange for a conciliation meeting to take place within thirty (30) calendar days of the receipt of the Step Two grievance; said meeting will include the Grievant, a representative of the Association and representatives of the College appropriate to the problem to be addressed. The VPAA will distribute copies of the grievance filings to all participants.
 - c. The Grievant, the Association and the College have the responsibility to provide to the conciliation group documents which can reasonably be expected to contain evidence bearing on the case or which can be reasonably expected to lead to the discovery of such evidence. The

College will coordinate the acquisition of such documents and prior to the initial meeting of the conciliation group, if possible. All documents shall be provided within fourteen (14) days after the initial meeting of the conciliation group. Additional relevant evidence not introduced at this Step may be introduced at Step Three.

- d. The conciliation group will meet to review the grievance and attempt to fashion a mutually-acceptable resolution. The meetings shall be non-adversarial and each party will extend serious consideration to the views of the other parties. All parties will make available to the others all relevant documents and other evidence bearing upon the grievance.
- e. If the parties are able to reach consensus for the resolution of the grievance, the terms of that resolution, including any remedy agreed upon, will be recorded in writing and will be implemented promptly and in good faith by all parties. If consensus cannot be reached this will be documented in writing.
 - i. Any resolution reached at this stage of the procedure will be non-precedent setting (except as noted in G. 3. e. ii. below) and may not be cited by either party in arbitration as the basis for the resolution of any problem or grievance which may arise thereafter.
 - ii. In the event both the Association and the College agree that the resolution reached at this stage resolves a continuing or recurring issue in a mutually satisfactory way, they may certify in writing that the resolution will be precedent-setting.

4. Step Three – Arbitration

- a. Any grievance which has not been satisfactorily adjusted under the Grievance Procedure may be submitted for settlement under the arbitration provisions of this Article.
- b. An appropriate grievance as specified in Section B of this Article may be brought to arbitration by the Association only if written notice is served on the College within thirty (30) calendar days of the written documentation of failure to reach consensus at Step Two.
- c. Arbitration shall be conducted by an impartial arbitrator mutually chosen by the parties.

The procedure for arbitration shall be as follows:

- i. An Association representative and a College representative shall communicate promptly to choose an arbitrator but no later than twenty (20) calendar days from the date of the demand for arbitration. The American Arbitration Association shall serve as the administrator for the parties. If no selection can be made within such twenty (20) day period, then either party may request lists from the American Arbitration Association, and selections shall be made in accordance with the Rules of that Association. If the College contends at the hearing that the grievance under consideration does not raise an arbitrable issue, and the College has explained its position

to the Association at least thirty (30) calendar days prior to the hearing, the Arbitrator shall first hear and determine separately in accordance with paragraph (d) below, the question of whether an arbitrable issue has been presented. If the Arbitrator decides that the issue or issues are arbitrable, then the Arbitrator shall have the authority to further hear and determine the merits of the grievance.

- ii. Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
 - iii. The Arbitrator shall not have the power to add to, subtract from, modify or disregard any of the provisions of this Agreement, nor shall the Arbitrator substitute his/her judgment for that of the College with regard to any grievance based upon a challenge of management rights, subject to the provisions of this Agreement. In deciding a case before him or her, an Arbitrator may review whether or not the College has met a specific standard delineated in this Agreement alleged to have been violated.
 - iv. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.
- d. Both parties agree to abide by the decisions of the Arbitrator but shall retain whatever rights they have under the law to challenge the decisions of the Arbitrator. Any appeal shall be filed within thirty (30) days of notice of the arbitration decision.
 - e. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.

ARTICLE 7

PERSONNEL FILES

- A. A personnel file exists as a record of an individual's personnel history, achievements, and contributions to the institution. The uses to which this file are put are important to the adjunct faculty member as well as the System. For this reason, personnel files are highly personal and confidential records, and it is important for the adjunct faculty member to know what is in his or her file. Authorized personnel and the adjunct faculty member determine the contents of these files and both may be users of them. ("Authorized personnel" includes those designated by the institution and the University System.)
- B. All materials within the personnel file, following enactment of this policy, are available for inspection and copying by the individual concerned, with the following exception: materials solicited prior to employment, such as letters of recommendation and files from previous institutions or employers. The individual unit member may make copies of any materials in his/her file at the applicable college rate.
- C. Unsolicited letters, comments or complaints about member behavior may or may not end up in the personnel file. Once a complaint has been received, discovery of the merits of the complaint, education of the member, and protection of the Complainant are the

highest priorities. The member shall be informed within thirty (30) days of such a complaint. Complaints shall be discussed between the Divisional Dean and the member. In the case of fear of retaliation, protection of a student complainant shall require Divisional Dean discretion and anonymity until the end of the semester. If the complaint is found to have substantive merit, then a written complaint shall be placed in the personnel file in accordance with the provisions of this Article. An individual shall have the right to respond to any materials placed in the personnel file, and such response shall be made part of the personnel file appended to the original material. No material reflecting adversely on an individual's performance or related to any suspensions, discharge or other disciplinary action against an individual shall be placed in the personnel file until the individual has been given a copy or notified of the material.

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

ARTICLE 8

APPOINTMENTS AND ASSIGNMENTS

- A. All adjunct faculty appointments and assignments will be made by the Dean of a particular division, or his/her designee, or by another appropriate administrator at the College. All appointments shall normally be made on a semester basis and shall be limited in duration to the particular semester for which the adjunct faculty member is appointed. However, nothing shall preclude the College in its sole discretion from offering an adjunct an appointment for an entire academic year.
- B. Each semester the College shall determine the courses which need to be filled by adjunct faculty members and when such courses shall be offered. By February 1 of each year, the College shall post on its web site whatever available positions there may be in the forthcoming Fall semester for which adjuncts may indicate their availability. By September 1 of each year, the College shall post on its web site whatever available

positions there may be in the forthcoming Spring semester for which adjuncts may indicate their availability. The College shall also be free to advertise and to otherwise solicit applications for such positions at its discretion.

- C. Any adjunct shall submit in writing his or her availability for posted positions, including the times and days of the week he or she can teach, to the appropriate Department Chairperson or his/her designee no later than March 15 for Fall positions and by October 15 for Spring positions.

As part of this notice, the adjunct may also in his or her discretion provide any of the following information or updates on such information that may be on file with the College:

1. An updated resume.
 2. Degrees held and other educational credits and experience.
 3. Experience in teaching the particular course or courses either at Keene State College or at other institutions of higher education, including the years or semesters in which such courses were taught. The adjunct faculty member may also indicate other experience either in teaching or in other professional endeavors which would be relevant for teaching the particular course or courses offered.
 4. Evidence of successful teaching, which may include but not be limited to past student evaluations, peer evaluations, administrative evaluations and syllabi from other teaching assignments.
 5. Any other information bearing on the qualifications of the adjunct faculty member to teach the course or courses for which he or she has applied.
 6. It is further understood that the College may request such information from the adjunct faculty member.
- D. By April 1 for the Fall and by November 1 for the Spring, the College will send any notice of intent to appoint, with courses and credits identified. A formal contract will be issued no later than July 1 for the Fall and by December 1 for the Spring.
- E. An adjunct may apply for up to twelve (12) credits of assignments for a given semester. It is understood that any adjunct hired to teach eleven (11) or more credits will be considered a "full time adjunct" with appropriate workload expectations as delineated in Article 9, Workload.
- F. The parties agree that if a course for which an adjunct faculty member is scheduled is canceled after July 1 for the Fall or after December 1 for the Spring, the adjunct faculty member shall receive a penalty payment of 10% of his/her payment for the course. In the event the course is canceled after the first class, the adjunct faculty member shall receive a cancellation fee equal to his or her first biweekly paycheck.
- G. Any changes in assignment which may occur after the issuance of a contract will be made with the mutual agreement of the adjunct and the Department Chairperson, and, if relevant, another adjunct faculty member.
- H. Hiring of adjuncts for unanticipated courses which may arise shall be made as soon as possible after the need is known.

- I. For any courses determined by the College to be available for adjuncts for an upcoming semester in accordance with section 2 above, and also following any assignments to full-time adjuncts, the College agrees that, two (2) available teaching assignments, determined by the College, with a minimum of six credits per semester shall first be offered to any adjunct who has taught eight or more semesters at the College on the basis of seniority, provided the adjunct is qualified and available to teach the course, and except as provided in section 10 below [note: in implementing this provision, prior service at the college as an adjunct shall be credited]. This shall not preclude the College in its discretion from making additional assignments to the adjunct provided, however, that before any such additional assignment is made, an adjunct faculty who will be entering his or her fifth to eighth semester at the College shall first be offered one (1) available teaching assignment determined by the College on the basis of seniority, provided the adjunct is qualified and available to teach the course and except as provided in section 10 below.

Once adjuncts with more than eight semesters have been offered two courses and adjuncts with five to eight semesters have been offered one course in accordance with this section, the College shall be free to offer remaining course offerings to adjuncts at its discretion.

- J. As an exception to the provisions of section 9, the College may instead offer an assignment to an individual with exceptional qualifications or expertise or in extraordinary circumstances.

- K. If the College decides not to appoint an adjunct faculty member for reasons of performance, the Dean shall provide the particular reasons for the decision in writing to the adjunct faculty member. If the adjunct chooses, he or she may, within seven days of receipt of the written reasons, meet with the Dean to discuss the Dean's decision. A decision not to reappoint an adjunct faculty member shall have a rational basis in fact and shall not contravene Articles 4 (Academic Freedom), Article 5 (Fair Practices) and Article 11 (Evaluation). It is understood that non-reappointment may occur after any semester and not solely following formal evaluations under Article 11.

A decision not to appoint an adjunct to a particular course or courses shall not be grievable under any circumstances as long as the adjunct has received the contractual minimum number of courses provided for in section 9.

ARTICLE 9

WORKLOAD

- A. It is understood that the adjunct reports to the Department Chairperson or his/her designee.
- B. The workload of the adjunct includes the following:
1. Effective teaching of the assigned course or courses in accordance with any department or College guidelines.
 2. Availability to students in the course for consultation, including providing reasonable office hours of no less than one hour per week.
 3. Attendance at any required department or College meeting within one week of the start of classes. If an adjunct faculty member cannot attend such a meeting

due to other work commitments, he or she shall schedule a meeting with the Department Chair or his/her designee to review what was covered at the meeting.

4. Adherence to all department or College rules or regulations and guidelines. Such rules, regulations or guidelines must be published or otherwise distributed.
 5. On-going consultation with the department as may be appropriate regarding the integration of the course taught into the department's curriculum and any other related matters.
 6. Advising activities in accordance with the letter of agreement attached as Appendix A to this Agreement.
- C. An adjunct who is appointed to teach eleven or more credits in a given semester will be referred to as a "full-time adjunct." Such adjuncts will carry the full teaching duties attendant to the courses assigned and the responsibilities indicated in section 2 above. In addition, a full time adjunct will be required to be on campus and hold a minimum of three office hours a week on at least two different days of the week.

ARTICLE 10

WORK YEAR

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

ARTICLE 11

EVALUATION

- A. It shall be the responsibility of the Department Chairperson or his/her designee to evaluate the performance of adjunct faculty members, utilizing various sources of information such as student evaluations, individual student commentary, both oral and written, review of the syllabi and other teaching materials, evidence of student learning and, in appropriate situations as delineated below, classroom observations. An adjunct will have the right to respond to any oral or written complaints by students.
- B. Any evaluation of teaching performance will focus on:
 1. Knowledge of the subject matter
 2. Effectiveness in communicating such knowledge and evidence of student learning including student evaluations and other written student commentary
 3. Organization and presentation of course materials
- C. At the beginning of any semester for which an adjunct faculty member has been retained to teach, the faculty member shall provide a copy of his or her syllabus for each course to

the Department Chairperson or his/her designee, along with any other materials which may be reasonably required by the department.

- D. Student evaluations shall be required in each course taught by an adjunct faculty member. Such evaluations shall be done on a form authorized by the College and in accordance with any College policy concerning such evaluations. At the conclusion of any semester in which an adjunct faculty member has taught, his/her student evaluations will be collected in the Divisional Dean's office and will be distributed to the Department Chair. The adjunct faculty member shall receive his/her student evaluations after review by the Divisional Dean and Department Chair or his/her designee.
- E. Except for the more formal reviews delineated in sections G and H below, classroom observations shall not be required every semester in which an adjunct faculty member teaches. However, in his/her discretion, the Department Chair, or his/her designee, may observe a class or classes of any adjunct faculty member whenever there is a concern about performance. An adjunct faculty member may also ask for and receive an observation of his/her class by the Department Chairperson. If there is a concern about performance which warrants an observation, the concern must be discussed with the adjunct before the observation. The adjunct and the Department Chairperson will agree upon a date for the observation.
- F. In addition to the more formal reviews delineated in sections G and H below, the Department Chairperson, or his/her designee, shall review the performance of adjunct faculty members each semester by reviewing the student evaluations, the syllabi and other submitted materials relating to teaching, any individual written student commentary, evidence of student learning as set forth in section B.2 above, any classroom observations and any other material relating to performance. Such information may be considered in determining whether or not to appoint an adjunct faculty member for additional work. All material used to evaluate performance would be shared with the faculty member at the faculty member's request.
- G. In addition to the regular review of adjunct performance described above, adjunct faculty members shall be formally evaluated in accordance with the procedures of section H below and under the following schedule:
 - 1. Adjunct faculty members in their eighth semester of service
 - 2. Adjunct faculty members in their sixteenth semester of service and in each eighth semester thereafter

These formal evaluations provide a collegial means for prompting discussion about improving teaching and learning and also provide information relevant to continued consideration for employment of an adjunct faculty member.

- H. The formal evaluation procedure shall be as follows:
 - 1. The Department Chair or his/her designee and either a tenure-track faculty member or another adjunct faculty member selected by the Chair will serve as the Adjunct Evaluation Committee. The adjunct faculty member being evaluated may designate a bargaining unit member to serve as an additional member of his/her Adjunct Evaluation Committee.
 - 2. The adjunct faculty member under review may choose to prepare a reflective narrative on his/her teaching since his/her last formal evaluation. If the adjunct faculty member does so, the narrative will present a summary of past observations and student evaluations, and it will provide the adjunct faculty

member's own evaluation of his/her teaching performance. Any such narrative will be included in the portfolio described in section 3 below.

3. The adjunct faculty member shall prepare a portfolio that includes course syllabi for courses taught since his/her last formal evaluation, all observation summaries and any responses to same prepared by the adjunct faculty member, and, if the adjunct has elected to do so, the adjunct faculty member's narrative on teaching performance referenced in section 2 above. The College will provide, as part of the portfolio, all student evaluations from the last six semesters of teaching. The Department Chair shall inform the adjunct of the date by which such a portfolio shall be due.
 4. During the semester in which the review is taking place, Committee members will observe at least one class of the adjunct faculty member. The observers and the faculty member should mutually agree on the class to be observed and the faculty member must be given at least 24 hours notice before the observation. The observers should be given a copy of the syllabus before the class begins and should be informed about the context for the day's lesson. After the class, the faculty member and the observers should discuss the class. The observers will then prepare a written summary of the observation within two weeks and present a copy of the summary to the adjunct faculty member. The adjunct faculty member may prepare a written response should he or she wish. A common form will be used for the observation(s) and currently that common form is attached as Appendix B.
 5. The Adjunct Evaluation Committee will review the materials and prepare a report for the adjunct faculty member's personnel file. The report shall include appropriate commendations for teaching performance, appropriate recommendations for improvements, if any, and a recommendation for continuing consideration for employment. The Committee will present a copy of the report to the adjunct faculty member and will meet with the adjunct faculty member to discuss the report. The adjunct faculty member may then append a response to the report. The report must be prepared within one month after the end of the semester and forwarded to the Division Dean. In the event that the Committee does not prepare a report, the adjunct faculty member may submit the portfolio and any other supporting documentation to the Division Dean, who will then prepare a report for the personnel file. Following the submission of the report to the Dean, the adjunct faculty member and the Dean will meet at either party's request to discuss the report.
 6. As an alternative to the procedures in H. (1-5) above, the adjunct faculty member may choose to have the Department Chair conduct the review independently. In such case, the same procedures will be followed as set forth in H. (1-5) above.
- I. It is understood that the Division Dean may substitute for the Department Chair as the evaluator under this Article.

ARTICLE 12

SALARIES

- A. Adjuncts will be paid in accordance with the following schedules:
1. Effective in the Spring of 2003, adjuncts in their fifth through eighth semester of work with the College and who are teaching one to seven credits shall be paid at the rate of \$625 per credit hour taught.

Effective in the Fall of 2003, this rate will be raised to \$663 per credit.
Effective in the Fall of 2004, this rate will be raised to \$690 per credit.
 2. Effective in the Spring of 2003, adjuncts in their ninth through twelfth semester of work with the College and who are teaching one to seven credits shall be paid at the rate of \$720 per credit hour taught.

Effective in the Fall of 2003, this rate will be raised to \$778 per credit.
Effective in the Fall of 2004, this rate will be raised to \$825 per credit.
 3. Effective in the Spring of 2003, adjuncts in their thirteenth through eighteenth semester of work with the College and who are teaching one to seven credits shall be paid at the rate of \$815 per credit hour taught.

Effective in the Fall of 2003, this rate will be raised to \$897 per credit.
Effective in the Fall of 2004, this rate will be raised to \$969 per credit.
 4. Effective in the Spring of 2003, adjuncts in their nineteenth semester or more with the College and who are teaching one to seven credits shall be paid at the rate of \$910 per credit hour taught.

Effective in the Fall of 2003, this rate will be raised to \$1019 per credit.
Effective in the Fall of 2004, this rate will be raised to \$1121 per credit.
 5. Effective in the Spring of 2003, adjuncts in their fifth through eighth semester of work with the College and who are teaching eight to ten credits shall be paid at the rate of \$641 per credit hour taught.

Effective in the Fall of 2003, this rate will be raised to \$692 per credit.
Effective in the Fall of 2004, this rate will be raised to \$734 per credit.
 6. Effective in the Spring of 2003, adjuncts in their ninth through twelfth semester of work with the College and who are teaching eight to ten credits shall be paid at the rate of \$739 per credit hour taught.

Effective in the Fall of 2003, this rate will be raised to \$813 per credit.
Effective in the Fall of 2004, this rate will be raised to \$886 per credit.
 7. Effective in the Spring of 2003, adjuncts in their thirteenth through eighteenth semester of work with the College and who are teaching eight to ten credits shall be paid at the rate of \$836 per credit hour taught.

Effective in the Fall of 2003, this rate will be raised to \$936 per credit.
Effective in the Fall of 2004, this rate will be raised to \$1048 per credit.

8. Effective in the Spring of 2003, adjuncts in their nineteenth semester or more with the College and who are teaching eight to ten credits shall be paid at the rate of \$934 per credit hour taught.

Effective in the Fall of 2003, this rate will be raised to \$1074 per credit.
 Effective in the Fall of 2004, this rate will be raised to \$1235 per credit.

9. As an exception to the rates above, adjuncts who teach more than eleven credits in a semester (“full time adjuncts”) shall not be paid on a per credit basis but shall instead receive a semester salary of between \$14,000 and \$16,500 at the discretion of the College for Spring 2003. Such full time adjuncts shall receive a 2% increase in their base pay retroactive for the Spring 2003 semester.

For such full time adjuncts, these salary ranges shall be raised to \$14,280–\$16,830 effective in the Fall of 2003. Any full time adjunct who taught in the unit in 2002-2003 academic year and who teaches in the Fall of 2003 shall receive a 3% increase in base pay over their FY 03 salary, unless designated as an “outlier” who shall instead receive a 2% increase (see side letter of understanding on this point). Any full time adjunct who was not in the unit in 2002-2003 but who enters the unit in the Fall of 2003 shall receive a 2% increase over his or her FY 03 base rate.

Effective in the Fall of 2004, the salary ranges shall be raised to \$14,565-\$17,335. Any full time adjunct who taught in the unit in 2003-2004 academic year and who teaches in the Fall of 2004 shall receive a 3% increase in base pay over their FY 04 salary, unless designated as an “outlier” who shall instead receive a 2% increase (see side letter of understanding on this point). Any full time adjunct who was not in the unit in 2003-2004 but who enters the unit in the Fall of 2004 shall receive a 2% increase over his or her FY 04 base rate.

- B. It is understood that Summer Session courses shall be paid in accordance with prevailing Summer rates and not according to this schedule. The teaching of courses in the Summer do not count toward credit accumulation or seniority for any purpose under this Agreement.
- C. Effective in the Spring of 2003, any adjunct who teaches 1-10 credits who hold an appropriate terminal degree in the discipline in which he or she is teaching shall be paid an additional 5%. Effective Fall 2003, any adjunct who teaches 11 or more credits and who has an appropriate terminal degree in the discipline in which he or she is teaching shall be paid an additional 5%. This increase shall be applied once.
- D. Summary Chart for Salary for other than Full Time Adjuncts.

Those teaching one to seven credits:

Within Semester	Spring 2003 Per Credit Rate	Fall 2003 Per Credit Rate	Fall 2004 Per Credit Rate
5-8	625	663	690
9-12	720	778	825
13-18	815	897	969
19 or more	910	1019	1121

Those teaching eight to ten credits:

Within Semester	Spring 2003 Per Credit Rate	Fall 2003 Per Credit Rate	Fall 2004 Per Credit Rate
5-8	641	692	734
9-12	739	813	886
13-18	836	936	1048
19 or more	934	1074	1235

- E. Effective Spring 2003, adjuncts who teach music lessons will not be compensated on a per credit rate but will instead be compensated at the following rate:

Adjuncts in their third year at the College	\$28 per hour of teaching
Adjuncts in their fourth, fifth or sixth year at the College	\$30 per hour of teaching
More than six years of service at the College	\$32 per hour of teaching

Effective Fall 2003, these rates will be raised to \$30, \$32 and \$34 respectively.
Effective Fall 2004, the rates will be raised to \$32, \$34 and \$36 respectively.

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

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

- G. The College will provide prompt payment for all compensated work by bargaining unit members. Payment shall begin no later than four (4) weeks after the work is initiated and shall be completed no later than four (4) weeks after it is finished.
- H. Beginning no later than Spring 2004, the parties agree to form a committee comprised of an equal number of representatives of the Association and the College to discuss the criteria which will be used to place employees entering the ranks of the full time adjuncts within the salary range set forth for full time adjuncts. These discussions shall include the types of criteria that might be used (experience, college-level teaching and the like) and the weight assigned to each criterion. The committee will make non-binding recommendations, including majority and minority reports, if any, to the Association and the College regarding the criteria to be used for placement. Such recommendations will be considered by the parties in negotiating a successor agreement to this contract.

ARTICLE 13

PROFESSIONAL DEVELOPMENT FUND

- A. The College will provide adjunct faculty members with the following opportunities for professional development: orientation of new adjuncts, technology training related to teaching responsibilities on a space-available basis, and participation in programs and workshops developed for unit members based on availability of space and resources. In any semester in which an adjunct is teaching, he or she may enroll in courses at the College at no charge only on a space-available basis following the final add/drop date for students.

- B. In addition, the College will make available a sum of \$4000 each year for on-campus professional development activities specifically related to the pedagogic needs of adjuncts. This fund will be administered by three members of the adjunct union and will include the participation of a faculty or staff member designated by the VPAA. The parties agree to form a committee no later than during the first semester of the final year of the Agreement comprised of an equal number of representatives of the Association and the College to review the effectiveness of this program. The committee will make non-binding recommendations to the Association and the College regarding the program's continuation or modifications to the program. Such recommendations will be considered by the parties in negotiating a successor agreement to this contract.

ARTICLE 14

POSITION OPENINGS

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

ARTICLE 15

LEAVES OF ABSENCE

- A. When an adjunct faculty member is unable to perform his or her duties and responsibilities due to a temporary disability s/he may apply for a temporary unpaid leave of absence without pay. Such leave shall be granted upon documentation of the disability for up to twelve (12) weeks. This leave may be extended in certain cases for the duration of the semester in which the leave is being taken. Any semester in which an adjunct faculty member has worked part of the semester and has been on an approved leave of absence for part of the semester shall count as a semester worked for purposes of service calculations (for salary and unit membership). Any semester in which no work has been performed but for which the faculty member has an approved leave shall not count towards the five consecutive semesters of "no assignment" as described in the Recognition article.
- B. Adjunct faculty member may also apply for leaves without pay for the purpose of professional leave, military duty, and care of family members. The approval or denial of such leaves will state the status of service for the semester (s) of leave or the reason for denial as appropriate.
- C. Adjunct faculty members may also apply for paid leaves for jury duty and for bereavement leave in accordance with the University System of New Hampshire policy for PATs.
- D. Leaves may be granted at the discretion of the College for appropriate reasons for a period not to exceed two semesters.
- E. An adjunct faculty member will be offered a teaching assignment if available consistent with the other provisions of this Agreement upon return from leave.
- F. Nothing contained in this Article shall limit an adjunct faculty member from exercising his/her rights under the Family and Medical Leave Act of 1993.

ARTICLE 16

MISCELLANEOUS WORKING CONDITIONS

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

ARTICLE 17

ASSOCIATION RIGHTS

- A. College-Association Communication
 - 1. It is agreed that the Vice President for Academic Affairs and the President of the Association, at the request of either, will meet periodically to discuss issues of mutual concern. Either party upon notice to the other may bring other representatives. Such meetings shall not occur more frequently than once a semester, except for urgent matters and/or by mutual agreement. Agendas shall be agreed upon within seven (7) days of such meetings. Such meetings shall not be for the purpose of negotiations nor for the resolution of grievances.

2. The College shall make available to the Association President, either through computer posting or mailed copies, a copy of the advance agenda of monthly meetings of the Board of Trustees and a copy of the minutes of such meetings.
3. The College shall provide to the Association, upon its written request and within a reasonable amount of time thereafter, such information and data as are necessary for collective bargaining and/or the implementation of this Agreement. The College shall not be obliged to prepare or to otherwise produce such information and data in any other form than already exists at the time of the request if such preparation or production would be unreasonably burdensome.
4. The College shall provide to the Association President a list of all bargaining unit members no later than one month after the commencement of the Fall and Spring semesters.

B. Association Use of Facilities

1. The Association shall have the right to make reasonable use of College space, facilities and equipment in accordance with College policies and procedures, as may be amended from time to time, for activities relating to its position as the recognized representative of the members of its bargaining unit.
2. The Association shall be entitled to reasonable use of the campus mail, without cost, in accordance with College procedures. The Association agrees to limit its use to material directly related to its function as collective bargaining agent.
3. The Association shall have the right to post, at appropriate designated places on the campus, bulletins and notices relevant to official Association business.
4. Duly authorized representatives of the Association shall be permitted to transact official union business on campus at reasonable times provided it does not interfere with normal College operations.
5. The Association shall be entitled to hold meetings at reasonable times. The Association, its officers and members, shall not engage in Association activities which interfere with normal College operations.

C. The College shall deduct, in equal installments from October through May, the regular annual dues of the Association from the pay of each member who has submitted a payroll deduction form, or the member may request a single, lump-sum payroll deduction for dues.

1. Faculty may submit payroll deductions forms only during the months of September and January of each work year.
2. The amount to be deducted shall be certified by the Association to the College and the aggregate deductions shall be remitted monthly to the Association together with an itemized statement containing the names of the faculty members with the amount deducted for each one. Remittance to the Association shall be made by the last day of the month following the month in which such deductions have been made.
3. The Association shall hold the College harmless with regard to any action arising out of its compliance with this section.

ARTICLE 18

NO STRIKE OR LOCKOUT

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

ARTICLE 19

SEPARABILITY

If any provision of this Agreement or any application of the Agreement shall be found contrary to law or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE 20

DURATION

Except as may otherwise be indicated, this Agreement shall take effect with ratification and shall continue in full force and effect until midnight June 30, 2005 and shall be automatically renewed from year to year thereafter unless by January 5, 2005 either party notifies the other in writing by registered or certified mail of its desire to terminate or amend the Agreement.

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

Continuing Education Course Rates

The parties agree that for the life of the current contract, courses in Continuing Education that are taught by members of the bargaining unit during the Fall and Spring semesters shall be paid at whatever rate is set by the Division of Continuing Education.

Effective with the Fall semester of 2005, any member of the bargaining unit who teaches a course in Continuing Education during the academic year (Fall and Spring semesters) will henceforth be paid in accordance with the adjunct salary schedule set forth in Article 12.

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

Agreement on Adjunct Faculty Serving as Academic Advisors

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

1. Advisory responsibilities shall be voluntary.
2. Adjunct faculty who volunteer to advise students shall receive training before undertaking their duties as advisors.
3. Adjunct faculty may volunteer to perform their duties in the Advising Center or within their own departments. The choice of advisors will be made by the Director of the Elliot Center or the Department Chair.
 - A. Adjunct faculty who serve in the Advising Center shall advise students regarding registration processes, general education requirements, and other general advising not related to requirements in a major.
 - B. Adjunct faculty who serve as advisors in their own departments shall be assigned to students in that department or to students who have indicated an interest in majoring in that department. Advising assignments shall involve discussions with the Chairperson of the department.
4. In order to advise, an adjunct faculty member would have a contract for the Fall and an expectation of teaching in the Spring but this expectation does not bind the College to offer a teaching contract for the Spring. If no teaching contract is offered for the Spring, the adjunct shall no longer be eligible to advise in the Spring.

Adjunct faculty who volunteer to advise students shall be compensated at the rate of \$25 per student assigned per semester.

Signature Page

IN WITNESS WHEREOF, The Board had caused this instrument to be signed and sealed by its duly authorized representatives and the Association has caused this instrument to be signed and sealed by its duly authorized representative on October 30, 2003.

<i>Keene State College Adjunct Association</i>	<i>University System of New Hampshire</i>
By _____ <i>Ellen Moynihan,</i> Adjunct Association Keene State College	By _____ <i>John H. Lynch</i> Chair, Board of Trustees University System of New Hampshire
By _____ <i>Michael French,</i> Adjunct Association Keene State College	By _____ <i>Stephen J. Reno</i> Chancellor University System of New Hampshire
By _____ <i>Robert Lammela,</i> Adjunct Association Keene State College	By _____ <i>Stanley Yarosewick</i> President Keene State College
	By _____ <i>Joan M. Tambling</i> Director of Human Resources University System of New Hampshire
	<i>Nicholas DiGiovanni, Jr.</i> Chief Negotiator Morgan, Brown & Joy
	<i>Gloria Lodge</i> Director of Human Resources Keene State College
	<i>David Hill</i> Divisional Dean, Prof of Grad Studies Keene State College