COLLECTIVE BARGAINING AGREEMENT

between

USNH Board of Trustees

Keene State College

and

Keene State College Education Association

July 1, 1996 -- June 30, 1999
# TABLE OF CONTENTS

PREAMBLE .................................................................................................................................................... 3

**ARTICLE I**  RECognition .......................................................................................................................... 4

**ARTICLE II**  DEFINITIONS ......................................................................................................................... 4

**ARTICLE III**  MANAGEMENT RIGHTS ...................................................................................................... 4

**ARTICLE IV**  ACADEMIC FREEDOM ......................................................................................................... 5

**ARTICLE V**  FAIR PRACTICES ..................................................................................................................... 6

**ARTICLE VI**  GRIEVANCE AND ARBITRATION PROCEDURES ........................................................................ 6

**ARTICLE VII**  PERSONNEL FILES ............................................................................................................. 10

**ARTICLE VIII**  EVALUATION PROCEDURES ............................................................................................ 11

**ARTICLE IX**  RANK QUALIFICATIONS AND CRITERIA .................................................................................. 16

**ARTICLE X**  CONTRACTS AND TENURE .................................................................................................... 17

**ARTICLE XI**  FACULTY WORKLOAD .......................................................................................................... 18

**ARTICLE XII**  WORK YEAR ....................................................................................................................... 24

**ARTICLE XIII**  SYSTEM-WIDE VACANCIES AND TRANSFERS .................................................................... 24

**ARTICLE XIV**  RETRENCHMENT .................................................................................................................. 25

**ARTICLE XV**  SABBATICAL LEAVE ............................................................................................................ 26

**ARTICLE XVI**  LEAVES WITHOUT PAY .................................................................................................... 27

**ARTICLE XVII**  SHORT-TERM DISABILITY AND PREGNANCY RELATED LEAVES .................................... 28

**ARTICLE XVIII**  OTHER LEAVES ................................................................................................................ 29

**ARTICLE XIX**  MISCELLANEOUS WORKING CONDITIONS .......................................................................... 29

**ARTICLE XX**  ASSOCIATION RIGHTS ....................................................................................................... 31

**ARTICLE XXI**  SALARY ............................................................................................................................... 34

**ARTICLE XXII**  BENEFITS (SUPPLEMENTAL COMPENSATION) ................................................................. 36
<table>
<thead>
<tr>
<th>Article</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>XXIII</td>
<td>Career Transition Plan</td>
<td>37</td>
</tr>
<tr>
<td>XXIV</td>
<td>No Strike or Lockout</td>
<td>42</td>
</tr>
<tr>
<td>XXV</td>
<td>Separability</td>
<td>43</td>
</tr>
<tr>
<td>XXVI</td>
<td>Duration</td>
<td>43</td>
</tr>
<tr>
<td></td>
<td>Memorandum of Agreement on Transferability</td>
<td>44</td>
</tr>
<tr>
<td></td>
<td>Memorandum of Agreement on Advising</td>
<td>44</td>
</tr>
<tr>
<td></td>
<td>Memorandum of Agreement on Health and Dental Benefits</td>
<td>44</td>
</tr>
<tr>
<td></td>
<td>Memorandum of Agreement on Parking</td>
<td>45</td>
</tr>
<tr>
<td></td>
<td>Memorandum of Agreement on Administrative Responsibilities of Faculty</td>
<td>45</td>
</tr>
<tr>
<td></td>
<td>Memorandum of Agreement on Science Lab Support</td>
<td>46</td>
</tr>
<tr>
<td></td>
<td>Signature Page</td>
<td>47</td>
</tr>
</tbody>
</table>
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”) is made and entered into this 5th day of September, 1996, 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 July 1, 1996.

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 certification in Case No. U-0601, 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.

D. USNH University System of New Hampshire.

E. Board USNH Board of Trustees.

F. PELRB New Hampshire Public Employee Labor Relations Board.

G. DPEC Discipline Peer Evaluation Committee.

H. FEAC Faculty Evaluation Advisory Committee.

I. Library Faculty Full time professional librarians, who are members of the bargaining unit.

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 XV, 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.

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**Article IV**

**ACADEMIC FREEDOM**

The parties agree to abide by the 1940 AAUP Statement of Principles on Academic Freedom. 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 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 relation 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 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 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, or lawful political activity, veterans status or membership or non-membership in, or lawful activities on behalf of the Association.


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 solve 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 Divisional Dean or Library Director. 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 his/her option, the Grievant may be accompanied at all such meetings by a representative of the
KSCEA. The Dean or Director 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 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 or Director’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 VPAA 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 VPAA 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 through a Board of Arbitration 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 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 Board decides that the issue or issues are arbitrable it shall have 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. The decision of a majority of the Board shall be the decision of the Board of Arbitration. The Arbitration Board shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement, nor shall the Arbitration Board substitute its judgment for that of the College with regard to any grievance based upon a challenge of a management right, subject to the provisions of this Agreement. In deciding a case before it, the Board of Arbitration may review whether or not the College has met a specific standard delineated in the Agreement which is 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 impartial chair and any other expense of such Board shall be borne equally by the parties.
d. Both parties agree to abide by the decisions of the Board of Arbitration but shall retain whatever rights they have under the law to challenge the decisions of 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 his or her 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 his/her 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 Divisional Dean and the faculty 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 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, 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 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 s/he feels to be incorrect or no longer relevant, s/he has 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 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 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

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.

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

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:

  Teaching effectiveness

  Scholarship and related professional activity

  Service to the College
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 promotion and tenure.

A. Performance Evaluation

1. Each academic year the Divisional Dean or Library Director will submit a written performance evaluation for each faculty member in his/her Division scheduled for review to the Vice President for Academic Affairs, with any appropriate recommendation of various personnel decisions. DPEC recommendations and a copy of the individual’s Annual Information and Self-Evaluation will be included with the evaluation materials forwarded to the Vice President.

   a. For faculty in their first year of appointment, an evaluation will be conducted at the end of the first and second semesters.

      i. The DPEC shall meet with the faculty member by the end of the second month of his/her first semester to discuss teaching and to specify materials and dates requested for a conference scheduled for the end of the semester. At the request of either the faculty member or the Divisional Dean, the DPEC shall conduct a formal written evaluation by January 30 which will be forwarded to the Dean. After the receipt of the DPEC evaluation the Dean may, at his/her option, do a formal written evaluation.

      ii. At the end of the second semester, evaluation shall be formal.

   b. For untenured faculty, formal annual evaluation shall be conducted at the end of the spring semester. Untenured faculty seeking promotion or tenure the following fall may request the Dean’s permission to waive the preceding spring evaluation.

   c. Tenured faculty who are to be reviewed will be reviewed in the fall semester.

   d. Annual and semi-annual 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.

   e. Tenured assistant and associate professors who plan to apply for promotion to the next highest rank shall be evaluated every two (2) years. All other tenured faculty shall be evaluated once every five (5) years. A rotating schedule for this process will be established by each discipline, in consultation with its’ Dean.

   f. A faculty member or Divisional Dean or Director may initiate the evaluation process for any year in which the faculty member is not scheduled for a performance evaluation.

   g. All faculty are required to complete and submit the Annual Information and Self-Evaluation report each year. The completed form becomes a part of the faculty member’s personnel file.

2. 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
his/her professional growth and development, including copies of all previous DPEC reports. The information shall also be summarized in the annual Faculty Self-Evaluation Report which is submitted to the Divisional Dean or Director.

3. a. Each September each discipline group shall select a peer evaluation committee (DPEC) for each faculty member to be evaluated. For discipline groups 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 discipline. A faculty member may designate a bargaining unit member from another discipline to serve as a member of his/her DPEC for the purpose of conducting a more comprehensive evaluation.

b. Each discipline group shall operate under the Guidelines and Procedures for DPEC Evaluations which the KSCEA shall issue each September. 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.

4. The following discipline groups shall be recognized for the purpose of peer evaluation, including the establishment of guidelines and assignment of academic coordinators.

1. Art
2. Communication/Philosophy/Journalism
3. Computer Science
4. Economics/Political Science
5. Education
6. English
7. History
8. Human Services/Vocational Education
9. Industrial Technology/Safety
10. Library (DPEC only)
11. Life Science
12. Management
13. Mathematics
14. Modern Languages
15. Music
16. Physical Education
17. Physical Sciences
18. Psychology
19. Sociology/Anthropology/Geography
20. Special Education
21. Theatre/Dance/Film

5. The Divisional Dean or Director will inform each coordinator of the deadline for submission of committee evaluations, which are advisory in nature. A DPEC report should be substantive and specific in addressing the faculty member’s performance. In annual evaluations, as opposed to tenure and promotion evaluations, an important goal is faculty development; therefore, documented weaknesses should be accompanied by suggestions for improvement. If in the judgment of the divisional dean or director the DPEC report is not sufficiently substantive and specific, or fails to conform to contractual guidelines, s/he shall so notify the coordinator and the DPEC Chair. The DPEC shall deliberate and may elect to rewrite the report or allow the initial report to stand. Within two (2) weeks of notification, the DPEC shall send either a revision to the Deans, or a notification that no revision will be forthcoming.

6. Before the Divisional Dean’s or Director’s consideration of the individual faculty member’s materials, the faculty member being evaluated has two additional options:
14

a. 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 discipline group colleagues to his/her materials.

b. The faculty member being evaluated will sign the DPEC report to indicate awareness of the content. To the extent that the faculty member disagrees with the DPEC report s/he may attach a statement of disagreement.

7. In making his/her evaluation and recommendations, the Divisional Dean or Director will consider the DPEC reports, course syllabi, student evaluations, his/her assessment of teaching effectiveness, scholarship and related professional activity, service to the College, and academic advising in the development of the overall performance evaluation. The faculty member shall be provided a copy of, and have the opportunity to respond to, any material used in DPEC deliberations that s/he did not submit. If the Divisional Dean or Director disagrees with the DPEC report, his/her report shall explain why.

8. Each faculty member shall be apprised of his/her evaluation and the Divisional Dean’s or Director’s recommendations during an individual conference before the evaluation report is submitted to the Vice President.

9. A copy of the performance evaluation shall be placed in the faculty member’s personnel file with all pertinent documentation.

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 Vice President for Academic Affairs, the President shall make final decisions on personnel matters arising from performance evaluations.

12. a. Performance-based non-renewal decisions will be based upon consideration of the three criteria of teaching effectiveness, scholarly and related professional activity and service to the college. 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.

B. Evaluation for Promotion and Tenure

1. By June 30 before each contract year, the Vice President for Academic Affairs 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). The Vice President 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. Procedures described in VIII.A.2-8 shall also apply to tenure and promotion evaluations performed by DPECs.

3. Individuals to be considered for tenure and/or promotion must inform their coordinator and Divisional Dean or Director before September 15 of the year in which they will be considered. The Dean or Director shall in turn provide the discipline group with a list of the announced candidates and shall remind them of their responsibilities and deadlines.

4. The faculty member shall submit his/her materials for consideration for tenure and/or promotion to DPEC. After the faculty member receives a copy of the DPEC recommendation, s/he 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.

5. The file and the DPEC recommendation will be made available to the Divisional Dean or Director, who will write a separate recommendation and forward it to the Vice President for Academic Affairs. FEAC will consider the file and DPEC recommendations and make its summary written recommendation available to the Vice President for Academic Affairs with the complete file. A copy of each recommendation will be sent to the individual faculty member when it is forwarded.

6. FEAC shall be composed of five (5) tenured faculty members from the upper three (3) ranks in accordance with a selection process determined by the total faculty. The Committee shall operate under the Guidelines on Procedures for FEAC Evaluations which KSCEA shall issue each September. 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 Vice President for Academic Affairs 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 FEAC or any other faculty committee under this Section.

10. Recommendations for tenure will consider the program and enrollment needs of the College as addressed in Article XIV, Retrenchment.

11. The Vice President for Academic Affairs will give his/her 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 Vice President’s recommendations will also be given to the faculty member and to the Chair of FEAC.
Article IX

RANK QUALIFICATIONS AND CRITERIA

A. The following full-time 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 field or other relevant experience;

2. **Assistant Professor:** S/he shall have completed the terminal degree appropriate to his/her field;

3. **Associate Professor:** S/he shall have completed the terminal degree appropriate to his/her field. Shall have a consistent record of successful teaching, of conscientious service to the college community, and of scholarly activity or professional involvement;

4. **Professor:** S/he shall have completed the terminal degree appropriate to his/her field. Shall have a consistent record of significant professional growth across the areas of successful teaching, conscientious service to the college community, and scholarly activity or professional involvement.

B. By agreement at the time of appointment and upon recommendation of FEAC, the Vice President for Academic Affairs 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, 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 Vice President for Academic Affairs 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.

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 Vice President for Academic Affairs 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.

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**Article X**

**CONTRACTS AND TENURE**

A. The pre-tenure period at Keene State College for all 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 his/her appointment will not be renewed at the end of the seventh 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 Vice President for Academic Affairs 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.
Faculty meeting the time-in-service criterion may be considered for tenure prior to their sixth year at the College.

During the faculty member’s sixth year, s/he will be reviewed for tenure, in accordance with the provisions of the Evaluation Article.

A faculty member will be reviewed for tenure only once.

Faculty members who receive tenure shall not be terminated except for just cause, which shall be defined in accordance with AAUP standards for tenure.

Notice of non-reappointment of a 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.

Article XI

FACULTY WORKLOAD

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.

Customary Teaching Assignments

1. For all full-time 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 two (2) contact hours per week being equal to one (1) academic credit hour; however, in no instance will contact hours per academic year exceed thirty-six (36) hours, 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 coaching or related duties in the College’s intercollegiate athletic program.

1. When faculty are assigned to such duties, they shall be given credit in the total assessment of their workload for the year.

2. It is further understood that these duties may also be assigned to non-unit personnel.

3. Workload equivalents for faculty who coach intercollegiate sports shall be granted according to the following schedule.

<table>
<thead>
<tr>
<th>Sport</th>
<th>Credit Hour Equivalents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basketball (M,F)</td>
<td>five (5)</td>
</tr>
<tr>
<td>Cross Country/Track (M)</td>
<td>three (3)</td>
</tr>
<tr>
<td>Cross Country/Track (F)</td>
<td>three (3)</td>
</tr>
<tr>
<td>Field Hockey (F)</td>
<td>three (3)</td>
</tr>
<tr>
<td>Skiing (M,F)</td>
<td>three (3)</td>
</tr>
<tr>
<td>Soccer (M,F)</td>
<td>twelve (12)</td>
</tr>
<tr>
<td>Softball (F)</td>
<td>six (6)</td>
</tr>
<tr>
<td>Swimming (M,F)</td>
<td>three (3)</td>
</tr>
<tr>
<td>Volleyball (F)</td>
<td>three (3)</td>
</tr>
</tbody>
</table>

a. When a single faculty member is assigned both the men’s and women’s team in a given intercollegiate sport, the appropriate credit hour equivalent will be arrived at through discussion between the faculty member and the Vice President for Academic Affairs.

b. Credit hour equivalents for coaching will be assigned to the faculty member during the time of the academic year when the sport season occurs.

c. If any other such sports assignments are added during the life of this Agreement, the appropriate equivalents shall be agreed to by the parties.

D. From time to time faculty may be assigned coordination duties related to certain aspects of the academic program. When faculty are assigned to such duties, they shall receive credit in the total assessment of their workload for the year. However, it is further understood that these duties may also be assigned to non-unit personnel.

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

<table>
<thead>
<tr>
<th>Credit Hour Equivalents per Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Teaching</td>
</tr>
</tbody>
</table>
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.

E. Supervising of Student Teachers

1. Faculty members assigned to supervise student teachers shall receive three (3) academic credit hours for each six (6) students they supervise.

2. No one shall be assigned more than twenty-four (24) students during any one (1) semester.

F. Independent Study

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 faculty member who supervises 3 credits of independent study for such course shall receive $100.00.

G. Overload

1. 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, the faculty member will be paid according to the following schedule:
      
      $475 per credit hour for instructors and assistant professors
      $525 per credit hour for associate professors
      $600 per credit hour for professors

2. The need for overload assignments will be determined by the discipline with the consent of the faculty member and subject to the approval of the appropriate administrative officer.

H. Additional Reassigned Time

1. Whenever an individual faculty member’s professional activities or the College’s needs require substantially more attention than usual, a Divisional Dean may request and/or grant reassigned time to that faculty member. Each reassignment of faculty time not explicitly covered by this contract shall be documented by a Letter of Reassignment describing the assignment, its duration and the way in which the faculty member’s work will be credited in future performance evaluations. The KSCEA President shall receive a copy of each Letter of Reassignment.
2. Three (3) credits of reassigned time shall be granted to the chairs of the Senate, the Curriculum Committee, the Academic Overview Committee and the FEAC.

I. Office Hours

1. 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 post and maintain their office hours and are encouraged to have evening office hours at least one (1) day per week to accommodate non-traditional students.

J. Academic Advising

1. Each bargaining unit faculty member shall be assigned no more than twenty-one (21) students for whom s/he will serve as the academic advisor of record.

2. The College may assign more than twenty-one (21) student advisees to a faculty member with his/her consent.

K. Librarians

1. Librarians will be scheduled for thirty-seven and a half (37.5) hours per week, of which normally no more than six (6) hours per week shall be after 5:00 p.m. and normally no more than fifteen (15) hours per month shall be on Saturdays and/or Sundays.

2. Item K.1. will not prevent the College from hiring librarians to work primarily evenings or weekends, provided such a schedule is agreed to at the time of employment.

L. Except when excused for appropriate reasons, faculty members on active appointment are expected to attend and participate in the following activities:

   - Fall Honors Convocation
   - Commencement
   - Up to two (2) general faculty meetings per academic year

M. The teaching responsibilities and other duties of each faculty member as specified in this Article will be assigned by the Divisional Deans, subject to the approval of the Vice President for Academic Affairs.

N. For each academic course taught by the faculty in the summer, the faculty member will be paid $600 per credit hour.

O. Academic Coordinators

1. Each of the disciplines and discipline groups listed below will have a coordinator for the purpose of facilitating communications and operations between and among the faculty and the divisional deans. All academic coordinators shall be full-time faculty.

2. Except in unusual circumstances, coordinators’ 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. Responsibilities
a. Call, preside at and provide notes of faculty meetings.

b. Attend regular meetings of the Dean’s Council, which consists of the divisional dean and coordinators.

c. Respond to inquiries from prospective students regarding the academic programs.

d. Construct the requested teaching schedule for each semester and summer session, within guidelines provided by the Divisional Dean based upon anticipated demands and contractual obligations.

e. Provide leadership in developing requests for equipment, major supplies or library acquisitions as directed by the Divisional Dean. Divisional budget requests and final budget allocations will be provided to the coordinators.

f. Serve as ex-officio member of search committees for regular faculty and advise and assist the Divisional Dean regarding the hiring of all faculty.

g. Advise the Divisional Dean on approval of transfer courses for major credit, course substitutions, teacher certification credit and waivers of major requirements.

h. Provide leadership in curriculum development within the faculty, take informational votes for the Divisional Curriculum Committee and appoint the discipline representative to the Divisional Curriculum Committee.

i. Organize and oversee DPECs to ensure that appropriate deadlines are established. With the Divisional Dean, develop a schedule for regular DPEC evaluation of tenured faculty (non-tenured faculty are evaluated annually). Ensure that appropriate deadlines are established, that DPEC reports are prepared and submitted in a timely way, and that the reports reflect consistent evaluation methods and standards.

j. Receive notice of faculty absences and sabbatical leave applications.

4. Selection

a. The term of a coordinator’s appointment shall normally be two (2) years, with a limit of three (3) consecutive terms.

b. In applicable years each discipline group will nominate one (1) or two (2) individuals to the Divisional Dean before the end of the fall semester, with the new term of appointment to begin with the next contract year.

c. The coordinator shall be evaluated annually by the voting members of the DPEC and then by the Divisional Dean. The Divisional Dean’s evaluation will be reviewed and signed by the Vice President for Academic Affairs.

d. The Vice President for Academic Affairs shall provide academic coordinators with the opportunity annually to contribute written information to be considered in the Vice President’s evaluation of the Divisional Deans.

5. Reassigned Time for Academic Coordinators (per academic year).
Reassigned time is granted as compensation for the duties and responsibilities outlined in Section O.3.

<table>
<thead>
<tr>
<th>Coordinator Reassigned Time</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Art</strong></td>
</tr>
<tr>
<td><strong>Communication/Philosophy/</strong></td>
</tr>
<tr>
<td><strong>Journalism</strong></td>
</tr>
<tr>
<td><strong>Computer Science</strong></td>
</tr>
<tr>
<td><strong>Economics/Political Science</strong></td>
</tr>
<tr>
<td><strong>Education</strong></td>
</tr>
<tr>
<td><strong>English</strong></td>
</tr>
<tr>
<td><strong>History</strong></td>
</tr>
<tr>
<td><strong>Human Services/Vocational</strong></td>
</tr>
<tr>
<td><strong>Library</strong></td>
</tr>
<tr>
<td><strong>Industrial Technology/Safety</strong></td>
</tr>
<tr>
<td><strong>Life Science</strong></td>
</tr>
<tr>
<td><strong>Management</strong></td>
</tr>
<tr>
<td><strong>Mathematics</strong></td>
</tr>
<tr>
<td><strong>Modern Languages</strong></td>
</tr>
<tr>
<td><strong>Music</strong></td>
</tr>
<tr>
<td><strong>Physical Education</strong></td>
</tr>
<tr>
<td><strong>Physical Sciences</strong></td>
</tr>
<tr>
<td><strong>Psychology</strong></td>
</tr>
<tr>
<td><strong>Sociology/Anthropology/</strong></td>
</tr>
<tr>
<td><strong>Geography</strong></td>
</tr>
<tr>
<td><strong>Special Education</strong></td>
</tr>
<tr>
<td><strong>Theatre /Dance/Film</strong></td>
</tr>
</tbody>
</table>

6. Stipend
   a. In addition to the reassigned time outlined above, coordinators shall receive a stipend of $1,550.00, except for Computer Science.

   b. In lieu of increased reassigned time in the discipline, the following coordinators shall receive a stipend of $2,050.00: Art, Industrial Technology/Safety, Music.

   a. Provisions will be made for each academic coordinator to have adequate secretarial and copying help.

   b. Professional development conferences of value to academic coordinators will be encouraged by the Vice President’s office.

**Article XII**

**WORK YEAR**

A. For teaching faculty, the work year shall begin the Monday of the week before classes begin and shall end three (3) weeks after the final day of examinations for the spring semester.

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 Vice President for Academic Affairs, 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 shall receive thirty (30) days of paid vacation per year.
   a. Vacation shall be scheduled at a time mutually agreeable to the employee and the Library Director.
   b. Librarians shall be eligible to carryover a maximum of five (5) days of vacation from one year (September 1) to the next (August 31).
   c. A maximum number of thirty (30) days of unused vacation shall be paid upon termination of employment or retirement.
   d. In the event that the library is closed to students during a Christmas holiday period, librarians shall not be required to take vacation.

**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. 1. 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.

2. The faculty member so reinstated or appointed under section (a) above shall not lose any of his/her previous seniority; however, s/he 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. Faculty members with the rank of assistant professor 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) full years upon return from the previous sabbatical.

2. Leaves of up to one (1) semester with full salary or two (2) semesters with half salary may be granted.
   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 XV, 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 his/her 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 Vice President for Academic Affairs.
   c. Faculty who have completed their sabbatical shall send a report on their sabbatical activities to the Divisional Dean or Director and the Vice President for Academic Affairs 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 six-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. Individual proposals shall be reviewed by five of these six committee members, and each sabbatical applicant may select the five to serve as his/her committee.

3. The entire committee shall review and prioritize the applications and make its advisory recommendations to the Vice President for Academic Affairs.

C. The Vice President for Academic Affairs shall not arbitrarily reject the recommendations of the Sabbatical Leave Committee.

D. Tenured faculty may apply for a one-course (3-credit) reduction in teaching load for the purpose of improving teaching. Only one such reduction will be granted every seven (7) years. A plan for such improvement must be prepared according to guidelines distributed by the Vice President for Academic Affairs and approved by the appropriate Dean.

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**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, s/he 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 his/her former position at the expiration of his/her leave.

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

**Article XVII**

**SHORT-TERM DISABILITY AND PREGNANCY-RELATED LEAVES**

A. When a member of the faculty is unable to perform his/her duties and responsibilities due to a temporary disability including pregnancy-related disability, s/he can apply for a temporary disability leave. A faculty member whose disability leave 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 his or her job at the end of the disability leave.

1. The faculty member shall initiate discussion with the Divisional Dean regarding arrangements for returning to work prior to the commencement of the leave, where possible.
2. Upon return from such leave the faculty member will be guaranteed either a teaching assignment or another professional work assignment. The Vice President for Academic Affairs shall make the final assignment in consultation with the Divisional Dean.

3. 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 Divisional Dean’s office, Library Director’s office, and at the Human Resource office. The details of a potential professional work assignment may be developed by the faculty member, the faculty member in conjunction with other staff, or by the administration.

B. 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.

B. Professional Enhancement Funds

1. Effective July 1, 1996, faculty members shall be allocated $550.00 each for professional enhancement.

2. Effective July 1, 1997, faculty members shall be allocated $575.00 each for professional enhancement.

3. Effective July 1, 1998, faculty members shall be allocated $625.00 each for professional enhancement.

4. Appropriate use of professional enhancement funds shall include professional travel and/or materials used in research or teaching.
   a. Faculty members shall inform their Dean or Director of the intended use in advance of the expenditure.
   b. The 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.

5. The allocation for FY 97 and FY 98 may be spent by the faculty member any time between July 1, 1996 and March 15, 1998
   a. No later than March 15, 1998 all funds which have not been encumbered shall revert to discipline pools. Members of each discipline group whose documented expenses exceed the maximum allotment shall have the first claim upon unencumbered discipline funds.
   b. No funds shall be carried over from FY 98 to FY 99

6. The allocation for FY 99 shall begin a new two (2) year cycle of professional enhancement allocations. This means the faculty member is entitled to spend up to $1250, between July 1, 1998 and June 30, 2000.

7. In the event that no successor agreement is concluded by June 30, 1999, the language of the above shall continue through June 30, 2000.

C. Faculty Development Pool

1. Effective July 1, 1993 and for each academic year thereafter, the administration shall set aside $20,000 for the Faculty Development Pool from which all bargaining unit members may apply for Faculty Development funds.

2. Faculty Development Pool Supplement: Once the Trustees provide for the budgeting of the endowed funds received under the Capital Campaign, interest from the fund dedicated to faculty development shall be added to the pool of money available for faculty development described.
3. A joint faculty-administration committee shall be established to develop guidelines, evaluate proposals and recommend grant recipients to the President of the College. The committee shall also administer the Fund.

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, tuition and compensation. Any compensation paid during the term of the grant shall not continue in the recipient’s salary base after the completion of the grant period. This program is independent of and complementary to other College programs such as the sabbatical leave program and the Instructional Innovation Center.

c. Any unexpended funds shall be carried over and added to funds available for succeeding years.

D. As resources permit, the Vice President for Academic Affairs 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. 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.

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 Vice President for Academic Affairs 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 which 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 each member of the Association’s bargaining unit and an additional twenty (20) copies to the Association, as well as a copy on computer disk.

7. The administration shall forward a copy of the initial appointment letter of each new faculty member to the President of KSCEA.

8. When a new appointment is made, the administration shall send a copy of this contract with the appointment letter.

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. Such guidelines are subject to periodic change in accordance with the Collective Bargaining Agreement.

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

1. Faculty may submit payroll deduction 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 KSCEA 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.

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.

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**Article XXI**

**SALARY**

A. Beginning with the 1996-97 academic year:

1. Faculty promoted effective with the 1996-97 academic year shall receive the following increases in base salary:

   - Associate Professor to Professor: $2,200
   - Assistant Professor to Associate Professor: $1,650
   - Instructor to Assistant Professor: $1,300
2. Promotions shall be implemented before any additional increases in the faculty member’s base salary are calculated.

3. Each continuing faculty member shall receive a 3% across-the-board increase based on his/her salary in effect on June 30, 1996, after the implementation of A.1. above.

4. After the increases for promotion and across-the-board, no faculty member shall be paid below the following minimum for his/her rank:

   Instructor       $30,470  
   Assistant Professor $34,230  
   Associate Professor  $40,620  
   Professor           $48,500

B. Beginning with the 1997-98 academic year:

1. Faculty promoted effective with the 1997-98 academic year shall receive the following increases in base salary:

   Associate Professor to Professor  $2,200  
   Assistant Professor to Associate Professor  $1,650  
   Instructor to Assistant Professor  $1,300

2. Promotions shall be implemented before any additional increases in the faculty member’s base salary are calculated.

3. Each continuing faculty member shall receive a 3.00% across-the-board increase based on his/her salary in effect on June 30, 1997.

4. After the increases for promotions and the across-the-board increases, no faculty member shall be paid below the following rank minimum for his/her rank:

   Instructor       $31,390  
   Assistant Professor $35,260  
   Associate Professor  $41,840  
   Professor           $49,960

5. A one-time payment or bonus will be allocated to faculty on the following basis:

   Within each rank, a regression will be computed of all faculty salaries against years in that rank (after promotion and across-the-board increases are added to salary). For all faculty members whose salary is more than $100 below the regression line for their rank and years of service in rank, the difference between their salary and the regression line salary for their years of service will be summed. This total (the absolute dollar difference between the salaries of all faculty more than $100 below the regression and the regression line salary for their rank and years of service) will be divided into the total pool available for equity stipends (.5% of the total salary base after promotion and across-the-board salary increases). The resulting percent of the difference between each qualifying faculty member’s salary and the regression line will be his/her stipend.

C. Beginning with the 1998-99 academic year:
1. Faculty promoted effective with the 1998-99 academic year shall receive the following increase in base salary:

- Associate Professor to Professor: $2,200
- Assistant Professor to Associate Professor: $1,650
- Instructor to Assistant Professor: $1,300

2. Promotions shall be implemented before any additional increases in the faculty member’s base salary are calculated.

3. Each continuing faculty member shall receive a 3.5% across-the-board increase based on his/her salary in effect on June 30, 1998.

4. Each faculty member as of June 30, 1998 shall receive an equity increase in the base salary on the following basis:

   Using the method used for the computation of the stipend for 1997-98 (B.5), an equity salary increase will be computed using 1998-99 salaries after promotion and across-the-board increases. The resulting percent figure of each qualifying faculty member’s salary difference from the regression line shall be added to his/her base salary.

5. After the increases for promotions and the across-the-board increases, no faculty member shall be paid below the following rank minimum for his/her rank:

- Instructor: $32,490
- Assistant Professor: $36,500
- Associate Professor: $43,310
- Professor: $51,710

D. 1. 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 an unsatisfactory evaluation.

2. Faculty who select a termination/retirement date under the CTIP option described in Appendix A will continue to be eligible for increases so long as they remain in active status employment.

E. Any faculty member who would be eligible to receive a promotion stipend and/or a rank minimum adjustment in an academic year subsequent to 1998-99 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 promotions and/or rank minima are negotiated, they will be given retroactively to eligible employees.

F. These increases shall not apply to faculty hired on or after July 1 of the calendar year in which the salary increases take place.
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 Board of Trustee and USNH policy USY-V-A as of December 15, 1994.

The faculty at Keene State College may designate a representative to the USNH System personnel Policies Council which regularly proposes benefits modifications and makes recommendations to the Administrative Board. Should a committee be established to examine levels of benefits in other institutions of higher learning in comparison to the University System of New Hampshire, the Association shall send a representative to serve on the committee.

A. Medical Benefits

Employees shall be permitted to select from any of the medical options included in the University System Flexible Benefits Plan. Premium contributions made by USNH to other existing medical insurance plans shall be equal to premium contributions made by USNH for medical plan Option B or the actual premium, whichever is less. The employee/employer contribution to medical plan Option B will be calculated based on the formula described below. Faculty who select an option that requires a premium that exceeds the employer’s contribution to Option B will pay the additional premium through payroll deduction.

Employer/Employee Contribution Formula

The University System and faculty members shall share the cost of medical contributions for medical Option B in the following manner:

<table>
<thead>
<tr>
<th></th>
<th>Employer</th>
<th>Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>90%</td>
<td>10%</td>
</tr>
<tr>
<td>2-Person</td>
<td>85%</td>
<td>15%</td>
</tr>
<tr>
<td>Family</td>
<td>83%</td>
<td>17%</td>
</tr>
</tbody>
</table>

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. Faculty Contribution to Medical Coverage

In the event that the University of New Hampshire faculty negotiate a change in the contribution rate paid by the employee towards his/her medical benefits, the contribution rate
paid by the Keene State College faculty shall be adjusted to the same percentage of employee contribution.

D. ARC/Retiree Medical

USNH Policy USY-V-A-21.4.2. shall apply as follows: Faculty members hired on or after 6/30/95 shall be eligible only for ARC. Faculty members hired before 6/30/95 shall be eligible for the transition plan described in 21.4.4. 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 21. If the faculty member did not select ARC, he/she remains in the current Medical supplemental plan, subject to the eligibility requirements of the plan. All other aspects of the USY-V-A Section 21 shall remain the same.

E. Early Retirement options are described in Article XXIII and not in Board of Trustee policy.

Article XXIII

CAREER TRANSITION PLAN

A. Goal

The parties recognize that the decision to retire from the College is an extremely important one for both the faculty member and the College. The decision can be made easier, however, if there are a variety of options available which may suit the varying needs and interests of the faculty member and College. Consequently, consistent with the fiscal constraints on the College and the efficient delivery of educational services, the parties have agreed to the following options for eligible faculty who are contemplating retirement.

B. Options

Eligible faculty members who are considering retiring or otherwise leaving the College have the following options:

1. Apply for the Early Retirement Plan (ERP) (described below) with intention of leaving at the end of the academic year.

2. Apply for the ERP with intention of working the following year on a half time basis at half salary with full benefits and then leaving the College and receiving the benefits of the plan. (This intent to work half time must be stated along with the application for the plan.)

If a faculty member is not approved for the ERP:
a. An eligible Faculty member can still elect, during the open enrollment period, the Career Transition Incentive Plan (CTIP) described below and leave at the end of the academic year, or any date consistent with the CTIP.

b. An eligible Faculty member can elect CTIP during the open enrollment period and work half time the following year and leave at any time consistent with the CTIP selection.

c. The Faculty member can choose to continue working full-time and apply for the ERP at some later date.

3. An eligible Faculty member can choose not to apply for the ERP at all and instead simply take, during open enrollment, the CTIP.

4. An eligible Faculty member can choose CTIP during open enrollment and choose to work on a half time basis for one year prior to the CTIP separation date.

C. Conditions

There shall be no duplication of plans e.g. a faculty member who applies and is approved for the early retirement plan shall not also be eligible to take the CTIP.

The parties agree that a full-time faculty member who elects to work on a half time basis as a phasing into retirement shall be considered a member of the bargaining unit for that one year. However, there shall be no further evaluations done during that year nor shall the College have any further duty to notify the faculty member about termination of service. It will be understood that the year of half-time work will be considered the final year of employment.

D. Early Retirement

The elements of the Early Retirement Plan (ERP) are as follows:

1. Eligibility

   a. Definitions

   **Years of Service** - shall include all years of service at USNH in any benefits eligible capacity. This includes service in capacities other than faculty, but does not include part-time lecturer or other non-benefits eligible service.

   **Full-Time** - Full-time service means at a benefit eligible rate of 100%. This is normally 40 weeks for academic year faculty and 260 days for Librarians.

   **USNH** - The University System of New Hampshire including Keene State College, Plymouth State College, the College for Lifelong Learning, and the University of New Hampshire.

   b. Requirements

   A faculty member will be eligible to apply for Early Retirement with fifteen (15) or more years of full-time service in the USNH, is a participant in the USNH retirement program, and is at least fifty-five (55) years old. All of these must be applicable as of the effective date of the Early Retirement.
2. **Application Verification and Notification** - Application for ERP must be made by November 15th of any year in order to be considered for ERP effective on July 1st of the next fiscal year. Verification of the dates of service, age and salary shall be the responsibility of KSC Human Resources Office. Notification of the “automatic” ERP approval will be made to the faculty member by December 15th of the same year. The ERP approval, that is made at the discretion of the college, shall be made and communicated to the affected faculty members no later than February 15th of the year following the application date.

3. **Nature of decision** - In each fiscal year of the contract (FY 97, FY 98, FY 99) at least two (2) ERP stipends will be granted (assuming that there are two (2) qualifying applicants) to bargaining unit members.
   
a. At least one (1) of these each year will be automatically awarded to the faculty member whose application has the highest eligibility index (based on years of service and age, as described above, and fractions thereof).
   
b. Assuming there are more than two (2) total applications, the second application approval each year will be chosen by the college at its sole discretion.
   
c. Assuming there are at least seven (7) eligible applications over the course of the three year period of the contract, a seventh approval will be made to come from the eligibility index. The College may at its discretion approve additional Early Retirements.

4. **Compensation and Benefits**
   
a. The faculty member shall receive, from the effective date of Early Retirement until age sixty-five (65), (except as noted below) an annual stipend in accord with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Early Retirement stipend as a percent of the average of the preceding five (5) years annual salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>50.0%</td>
</tr>
<tr>
<td>34</td>
<td>49.5%</td>
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<tr>
<td>33</td>
<td>49.0%</td>
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<tr>
<td>32</td>
<td>48.5%</td>
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<td>31</td>
<td>48.0%</td>
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<td>30</td>
<td>47.5%</td>
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<td>29</td>
<td>47.0%</td>
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<td>28</td>
<td>46.5%</td>
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<td>22</td>
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<td>20</td>
<td>42.5%</td>
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<td>19</td>
<td>42.0%</td>
</tr>
<tr>
<td>18</td>
<td>41.5%</td>
</tr>
<tr>
<td>17</td>
<td>41.0%</td>
</tr>
</tbody>
</table>
b. No stipend shall exceed five (5) years in duration or age sixty-five (65), whichever comes first. (Payments may spread up to seven [7] years or to age sixty-five [65], whichever comes first.)

c. Any faculty member whose annual stipend is capped at five (5) years, may choose to have the stipend spread out for seven (7) years or to the age of sixty-five (65), whichever comes first.

d. Benefits. Approval for Early Retirement shall include coverage for health, dental and life insurance until age sixty-five (65). These coverages have the same availability and employee contribution rates as is available for active employees.

e. The salary rate for calculation of the Life Insurance benefit will be the last annual salary rate in effect prior to Early Retirement.

5. Non-grievability - Except as to matters of process, neither the Association nor a faculty member shall have the right to grieve the discretionary denial of an ERP application.

E. Career Transition Incentive Plan

The elements of the career transition incentive plan (CTIP) are as follows:

1. Eligibility - A bargaining unit member is eligible to apply for CTIP with an index of seventy (70) (index equals age plus years of benefits eligible service at USNH) and an age of at least 55 years on the date of termination (retirement).

2. Review process - Verification of age, dates of service and salary shall be the responsibility of the KSC Human Resource Office. Approval for CTIP will be automatic if the faculty member is eligible.

3. Open Enrollment and Effective Dates - The enrollment period for the CTIP will be October 1, 1996 to April 1, 1997 for effective dates of termination between January 1, 1997 and June 30, 1999. Applications after April 1, 1997 will not be accepted. There is no other open enrollment period.

4. Compensation - CTIP is a one time payment based on the following formula:

   a. Basic - 40% of the final year’s annual salary rate.

      If the faculty member selects the half year employment option the year before departure, the last full year’s salary will be the salary used for this calculation.

   b. Departure Bonus

      • $7,000 for departure prior to 8/31/97
      • $10,000 for departure prior to 8/31/98 (and after 9/1/97)
      • $4,000 for departure prior to 8/31/99 (and after 9/1/98)
c. A faculty member electing CTIP may elect to receive EITHER a Medical Option - up to three (3) years of active employee medical coverage, with the same availability and employee contribution rates as is available for active employees. This option does not affect retiree supplemental medical coverage, if the faculty member has previously selected it and otherwise meets the eligibility requirements.

OR

$10,000 in cash.

5. **Non-status post retirement work option** - The parties agree that retirees, including all ERP and CTIP recipients who wish to maintain some work connection with the College, can apply and shall be considered for non-status and non-tenure-track employment. Such a retiree shall work in a non-status capacity. This includes but is not limited to:

   a. As a classroom instructor.

   b. As an advisor of independent studies.

   c. As a mentor to new faculty.

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

   e. As an advisor to students.

   f. In some other consultative or service role.

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

   h. 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 three 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 non-status 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.
Article XXIV

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 XXV

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 XXVI

DURATION

This agreement shall continue in full force and effect from July 1, 1996, until midnight June 30, 1999, 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. All Association proposals, including cost items, shall be presented to the College on or before January 15 of the year in which the Agreement is expiring. The Board shall present its counterproposal no later than April 15 following the timely receipt of the Association’s proposal.
MEMORANDUM OF UNDERSTANDING
BETWEEN THE USNH BOARD OF TRUSTEES AND
THE KEENE STATE COLLEGE EDUCATION ASSOCIATION

1. MEMORANDUM OF AGREEMENT ON TRANSFERABILITY

The parties agree that the topic of transferability of credits among the various educational units of the University System as well as other institutions within the State of New Hampshire is an important one for students, faculty, administrators and Board of Trustee members. The special expertise of the faculty in the area of curriculum is recognized as necessary to facilitate the discussion of this area and to create working agreements on the circumstances under which credits may be transferred between institutions. Consequently, the parties agree that the Association will work with the College to ensure that Keene faculty participate in these discussions with their counterparts at the other USNH institutions to initiate changes for improvement in this important educational policy area.

2. MEMORANDUM OF AGREEMENT ON ADVISING

The College and the Association are committed to increasing the effectiveness of academic advising and improving the distribution of faculty advising workload in disciplines where the number of advisees exceeds the contractual limit of twenty-one per faculty member. The College will work with these disciplines on a flexible approach to the problem that will include one or more of the following: 1) increasing the number of full-time faculty in the discipline, 2) modifying the curriculum so that at least some of the academic advising load will be handled through credit courses, 3) using group advising where this can be effective, and 4) assigning faculty from related disciplines with lighter advising loads to advise students in affected disciplines. The College and the Association will exchange information about their efforts on academic advising workload issues. The College will continue to explore new ways to improve academic advising as part of its overall effort to improve student academic performance and retention.

3. MEMORANDUM OF AGREEMENT ON HEALTH AND DENTAL BENEFITS

The parties agree that the cost, availability and options concerning health and dental 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 dental coverage initiatives with the system administration and to share thoughts and information regarding this area. Therefore, during the life of this agreement, the Association may select one or more representatives to meet with system representatives to review benefit issues, particularly dental coverage options.
4. MEMORANDUM OF AGREEMENT ON PARKING

The parties recognize that the availability of parking on campus has been and continues to be an issue of concern to faculty members. Consequently, the College agrees that it will take active steps to address the parking issues, particularly in the Science Building parking lot. These active measures will include the following:

1. The VPAA will review with a representative of the Association the pending parking tickets and fines given to faculty members and will review whether or not the tickets and fines are appropriate or should be waived.

2. The College will consider the following as possible ways to alleviate the parking problems:
   a. Placing a gate at the Science building parking lot.
   b. Booting or towing the vehicles of repeat parking offenders.
   c. Adding more parking spaces.
   d. Reviewing the bus routes to avoid blocking parking lot access.
   e. Restricting the times in which students have access to certain lots on campus.

5. MEMORANDUM OF AGREEMENT ON ADMINISTRATIVE RESPONSIBILITIES OF FACULTY

The College and KSCEA agree that through the period of this contract the academic divisions are free to conduct experiments in handling faculty administrative responsibilities. Currently these responsibilities are outlined in Article XI.O - Academic Coordinators on the responsibilities and reassigned time for academic coordinators. Within the limits of reassigned time established by this contract for each division the divisions are free to engage in the following process:

- Identification by the dean and the faculty of necessary administrative tasks to be carried out by faculty.

- The reassigned time devoted to administrative tasks by faculty in the division as outlined in Article XI.O can then be used in a fashion mutually acceptable to the dean and the faculty to allow for the efficient carrying out of these administrative tasks.
These experiments in using faculty reassigned time will continue for the length of this contract and will be evaluated at the end of this contract by the College and KSCEA.

6. MEMORANDUM OF AGREEMENT ON SCIENCE LAB SUPPORT

For each year covered by this agreement, $10,000 will be appropriated by the College for expenditures for laboratory support in the Division of Science.

7. MEMORANDUM OF AGREEMENT ON FACULTY OVERLOAD

The parties agree that faculty workload is a continuing concern in the maintenance of quality education at Keene State College. The Classroom Workload Issues committee, established by memorandum of agreement in the 1994 - 1996 Collective Bargaining Agreement, recommended that general contractual workload formulas were undesirable. The committee found that selective progress was being made on workload issues, and that there were many local solutions being developed to deal with local issues. Rather than attempt to make major changes to this contract, the parties agree to the exploration and dissemination of local solutions to workload issues. Data on such explorations will be distributed to the KSCEA and all discipline groups once each year.
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 this fourth day of October, 1996.

**Keene State College Education Association**

**KSCEA/NEA**

By

David Andrews, Professor
Chair, KSCEA Negotiating Committee

By

Robert Andrews
President, KSCEA 95-96

By

Wilfred Bisson, Professor
President, KSCEA 96-97

**University System of New Hampshire**

By

Harry H. Bird
Chair, Board of Trustees
University System of New Hampshire

By

William J. Farrell
Chancellor
University System of New Hampshire

By

Stanley Yarosewick
President
Keene State College

By

Joan M. Tambling
Director of Human Resources
University System of New Hampshire

Nicholas DiGiovanni, Jr.
Chief Negotiator
Morgan, Brown & Joy

Robert Golden
Vice President, Academic Affairs
Keene State College

Gordon Leversee
Dean of Sciences
Keene State College

Gaynelle Pratt
Director of Human Resources
Keene State College