COLLECTIVE BARGAINING AGREEMENT

UNIVERSITY SYSTEM OF NEW HAMPSHIRE

AND

KEENE STATE COLLEGE ADJUNCT ASSOCIATION

July 1, 2024- June 30, 2027

Wisdom to make a difference.

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Article 1: Recognition

The College recognizes the Association as the exclusive bargaining representative for all adjunct faculty who meet the following criterion: the adjunct faculty member becomes a member of the bargaining unit when they start their fifth semester of teaching service with the College. Effective with Summer Session 2025, teaching in graduate-level Summer Session courses will count as a semester of teaching service for purposes of recognition as members in the bargaining unit. Summer term may consist of several summer sessions. Teaching one or more graduate-level summer session courses in the same summer term is equivalent to one (1) semester of teaching service for recognition purposes only.

Effective in the first semester following ratification of the Agreement, a faculty member who retires from full-time teaching at the College and is hired as an adjunct faculty member shall enter the bargaining unit when they begin their fifth semester of part-time teaching. Upon entering the unit, they shall receive credit for prior full-time teaching for purposes of salary but shall not come into the bargaining unit with any seniority for assignment purposes, one-time bonus, or performance awards.

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

Article 2: Definitions

A.	**Adjunct Faculty Member**	Any member of the bargaining unit except where otherwise limited
B.	**Association**	The Adjunct Association of Keene State College, affiliated with the National Education Association (NEA) of New Hampshire, its officers and agents
C.	**College**	Keene State College, administration of Keene State College, or the USNH Board of Trustees, its officers and agents
D.	**USNH**	University System of New Hampshire
E.	**Board**	USNH Board of Trustees
F.	**PELRB**	New Hampshire Public Employee Labor Relations Board
G.	**Discharge**	The termination of an appointment prior to its expiration
H.	**Responsible Administrator**	Dean, Associate Dean, or equivalent with oversight and evaluation authority

Article 3: Management Rights

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

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

Article 4: Academic Freedom

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

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

Article 5: Fair Practices

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

Article 6: Grievance and Arbitration Procedures

A. It is the objectives of the parties to this Agreement to encourage the prompt and equitable resolution of grievances.

B. A "grievance" is any dispute or difference concerning the interpretation, application, or claimed violation of any provision of this Agreement, or any specific policy incorporated by reference into this Agreement. A grievance may be initiated by a member or a group of members of the bargaining unit or by the Association.

C. The parties agree that, except as otherwise specifically provided in this Agreement, the orderly process hereafter set forth shall be the sole method used for the resolution of grievances.

D. If a grievance is filed under this Article, neither the Grievant, nor the Association shall file or process any unfair labor practice charge under RSA 273-A:51 (h) alleging that the Agreement has been breached by the College's conduct giving rise to the grievance, or that such conduct is in any way objectionable under law.

E. A grievance shall be considered to be formally filed when it is submitted to Step One of this procedure.

F. General Provisions

1. If a grievance is filed by the Association, it may initiate the grievance by filing immediately at Step Two.
2. Failure by the Grievant to comply with the time limitations of Step One shall preclude any subsequent filing of the grievance.
3. Failure by the Grievant at any step of this procedure to appeal within the specified time limits shall be considered acceptance by the Grievant of the decision rendered at the last step.
4. Failure by the College at any step to communicate its response within the specified time limits shall permit the Grievant to proceed to the next step. If the Step Two meeting does not take place within the time limits prescribed or within an extension of time mutually agreed upon; and if the failure to convene the meeting within such time limits is demonstrably the result of bad faith on the part of the College, and if the grievance is appealed to Step Three, the College will pay the full cost of the compensation and expense of the arbitrator. Any dispute over the identity of the party responsible for the failure to convene the meeting in a timely fashion will be resolved by the arbitrator.
5. The time limits in this Article may be extended by mutual agreement.
6. Either party may choose to stop the clock for any grievance filed between the last day of classes of the Spring Semester and the first day of the next academic year. The clock shall resume on the first day of the next academic year.
7. Any reference to "days" shall mean calendar days, unless otherwise specified.
8. The filing or pendency of a grievance under the provisions of this Article shall not prevent the College from taking the action complained of, subject, however, to the final decision of the arbitrator.

G. Procedure

1. Informal Consultation. The Grievant shall attempt to solve their grievance speedily and informally by meetings between those directly affected.

2. Step One-Responsible Administrator's Level. If this informal discussion has failed to achieve a satisfactory resolution of differences, the Grievant may request a settlement meeting from the appropriate Responsible Administrator. The request for such a meeting must be made in writing, with a copy to the Association, and should be made as promptly as possible but in no case shall it be made more than forty-five (45) calendar days after the Grievant has become aware of, or reasonably could have known about, the action(s) being contested. The submission should describe the basis for the grievance, the relevant facts, provisions of the Agreement alleged to have been violated, the adjustment sought and documents supporting the grievance. The discussion at this level should be open, informal and directed toward developing a mutually acceptable resolution of the grievance. At their option, the Grievant may be accompanied at all such meetings by a representative of the Association. The Responsible Administrator will have twenty-one (21) calendar days in which to resolve the dispute and notify the Grievant and the Association of the status.

a. Any resolution reached at this stage of the procedure will be non-precedent setting and may not be cited by either party in arbitration as the basis for the resolution of any problem or grievance which may arise thereafter.
b. In the event both the Association and the College agree that the resolution reached at this stage resolves a continuing or recurring issue in a mutually satisfactory way, they may certify in writing that the resolution will be precedent-setting.

3. Step Two – Provost. If the problem is not resolved to the Grievant's and the Association's satisfaction during the Grievance Consultation, the grievance may be submitted to the Provost.

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 Responsible Administrator's notification of the grievant and the Association of the resolution, unless an extension of time for filing has been agreed upon between the Grievant and the College.
b. The Provost will arrange for a conciliation meeting to take place within thirty (30) calendar days of the receipt of the Step Two grievance; said meeting will include the Grievant, a representative of the Association and representatives of the College appropriate to the problem to be addressed. The Provost will distribute copies of the grievance filings to all participants.
c. The Grievant, the Association and the College have the responsibility to provide to the conciliation group documents which can reasonably be expected to contain evidence bearing on the case or which can be reasonably expected to lead to the discovery of such evidence. The College will coordinate the acquisition of such documents and prior to the initial meeting of the conciliation group, if possible. All documents shall be provided within fourteen (14) days after the initial meeting of the conciliation group. Additional relevant evidence not introduced at this Step may be introduced at Step Three.
d. The conciliation group will meet to review the grievance and attempt to fashion a mutually-acceptable resolution. The meetings shall be non-adversarial and each party will extend serious consideration to the views of the other parties. All parties will make available to the others all relevant documents and other evidence bearing upon the grievance.
e. If the parties are able to reach consensus for the resolution of the grievance, the terms of that resolution, including any remedy agreed upon, will be recorded in writing and will be implemented promptly and in good faith by all parties. If consensus cannot be reached this will be documented in writing.

i. Any resolution reached at this stage of the procedure will be non-precedent setting (except as noted in G.3.e.ii below) and may not be cited by either party in arbitration as the basis for the resolution of any problem or grievance which may arise thereafter.

ii. In the event both the Association and the College agree that the resolution reached at this stage resolves a continuing or recurring issue in a mutually satisfactory way, they may certify in writing that the resolution will be precedent-setting.

4. Step Three – Arbitration

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

i. As Association representative and a College representative shall communicate promptly to choose an arbitrator but no later than twenty (20) calendar days from the date of the demand for arbitration. The American Arbitration Association shall serve as the administrator for the parties. If no selection can be made within such twenty (20) day period, then either party may request lists from the American Arbitration Association, and selections shall be made in accordance with the Rules of that Association. If the College contends at the hearing that the grievance under consideration does not raise an arbitrable issue, and the College has explained its position to the Association at least thirty (30) calendar days prior to the hearing, the Arbitrator shall first hear and determine separately in accordance with paragraph (d) below, the question of whether an arbitrable issue has been presented. If the Arbitrator decides that the issue or issues are arbitrable, then the Arbitrator shall have the authority to further hear and determine the merits of the grievance
.

ii. Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

iii. The Arbitrator shall not have the power to add to, subtract from, modify or disregard any of the provisions of this Agreement, nor shall the Arbitrator substitute their judgment for that of the College with regard to any grievance based upon a challenge of management rights, subject to the provisions of this Agreement. In deciding a case before them, an Arbitrator may review whether or not the College has met a specific standard delineated in this Agreement alleged to have been violated.
iv. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.

d. Both parties agree to abide by the decisions of the Arbitrator but shall retain whatever rights they have under the law to challenge the decisions of the Arbitrator. Any appeal shall be filed within thirty (30) days of notice of the arbitration decision.
e. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.

Article 7: Personnel Files

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

B. All materials within the personnel file, following enactment of this policy, are available for inspection and copying by the individual concerned, with the following exception: materials solicited prior to employment, such as letters of recommendation and files from previous institutions or employers. The individual unit member may make copies of any materials in their file at the applicable college rate.

C. Unsolicited letters, comments or complaints about member behavior may or may not end up in the personnel file. Once a complaint has been received, discovery of the merits of the complaint, education of the member, and protection of the Complainant are the highest priorities. The member shall be informed within thirty (30) days of such a complaint. Complaints shall be discussed between the Responsible Administrator and the member. In the case of fear of retaliation, protection of a student complainant shall require Responsible Administrator discretion and anonymity until the end of the semester. If the complaint is found to have substantive merit, then a written complaint shall be placed in the personnel file in accordance with the provisions of this Article. An individual shall have the right to respond to any materials placed in the personnel file, and such response shall be made part of the personnel file appended to the original material. No material reflecting adversely on an individual's performance or related to any suspensions, discharge, or other disciplinary action against an individual shall be placed in the personnel file until the individual has been given a copy or notified of the material.

D. Third parties are not entitled to inspect files. Information available to third parties is limited to name, position, salary, and length of time of University System employment. (A third party is defined as a person or group other than the member, their designee or an appropriate official of the University System or institution.) Officials of federal or state agencies may have access to personnel files only with a court order or by approval of the System legal counsel in accordance with federal or state regulations. If such access is authorized, each individual so affected will be informed.

E. The personnel file shall include only pertinent materials and the file is subject to the above conditions. The personnel file is maintained by the campus Human Resources Office. Special files or other materials are not kept. Letters of caution, communication, consultation and reprimand are considered to be of decreasing significance with the passage of time. Current information is given far greater weight than historical data. Should an individual desire to have materials removed from the personnel records which they feel to be incorrect or no longer relevant, they have the right to request removal.

F. Medical records, including mental health records, shall not be part of the employee's regular personnel file. Review of medical records, including mental health records, shall be limited to the necessary benefit administration personnel, the President, and the Provost and Vice President for Academic Affairs. Any other access shall be only with prior approval of the employee and in accordance with Section D of this Article.

G. No part of this policy should be in violation of RSA 91-A, New Hampshire's "Right to Know" law or RSA 275:56. Should new statutes become effective with regard to personnel files and records, the University System will react appropriately to comply with those statutes and will notify all personnel accordingly.

Article 8: Appointments and Assignments

A. All adjunct faculty appointments and assignments will be made by the Responsible Administrator or their designee, or by another appropriate administrator at the College in consultation with Department Chairpersons. All appointments shall normally be made on a semester basis and shall be limited in duration to the particular semester for which the adjunct faculty member is appointed. However, nothing shall preclude the College in its sole discretion from offering an adjunct an appointment for an entire academic year, or as provided for in section 1 of this article.

B. Each semester the College shall determine the courses which need to be filled by adjunct faculty members and to whom such courses shall be offered.

C. Any adjunct who desires to teach during an upcoming academic year shall submit to each Department Chair/program coordinator in whose department/program the adjunct wishes to teach a Teaching Availability Form (see Appendix A) which shall indicate the courses that the adjunct is interested in teaching; the adjunct's particular availability for posted

course offerings; and the adjunct's general availability to teach in the upcoming semester or academic year, including the times and days of the week they can teach. The College will make the form available on the school's website. Such form shall be submitted to each Department Chairperson, program coordinator or their designee in whose department/program the adjunct wishes to teach no later than October 1 for the next academic year. While the form must be submitted by October 1 in order to be deemed eligible for an assignment, the adjunct may amend the form in case of changed personal circumstances up until January 15 for the next academic year. In addition to submission of the Teaching Availability Form, and as part of this notice, the adjunct must also provide any of the following information or updates on such information that may be on file with the College:

1. An updated CV, which will include:
    a. Degrees held and other educational credits and experience.
    b. Experience in teaching the particular course or courses either at Keene State College or at other institutions of higher education, including the years or semesters in which such courses were taught.
    c. The adjunct faculty member may also indicate other experience either in teaching or in other professional endeavors which would be relevant for teaching the particular course or courses offered.
2. Evidence of successful teaching, which may include but not be limited to past student evaluations, peer evaluations, administrative evaluations, and syllabi from other teaching assignments at both Keene and from other institutions.
3. Any other information bearing on the qualifications of the adjunct faculty member to teach the course or courses for which they have expressed interest in teaching.
4. If applying to teach in more than one department, the adjunct faculty member must submit a Teaching Availability Form and materials to each Responsible Administrator in accordance with the time deadlines of this Article for submission of such forms.

D. A tentative schedule which is subject to change, will be issued by March 1 for the forthcoming academic year, indicating particular tentative adjunct assignments where possible. After such schedules are issued, each adjunct faculty member can review the current college-wide student information system (SIS) as to the course assignments for the upcoming academic year. While effort is made to create a meaningful tentative schedule, changes to or deletions of these tentative assignments are not grievable.

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

E. Adjuncts may be assigned a various number of credit hours based on factors delineated in this Article.

1. The College agrees that it will assign a minimum of ten (10) bargaining unit adjunct faculty members to a course load of twelve credits for each semester (Fall/Spring),

    a. The College in its sole discretion will determine in what departments or disciplines such 12-credit assignments will be made and which faculty members will be assigned the 12 credits. Such decisions shall not be grievable.

    b. Designated 12-credit adjuncts can be bumped by full-time faculty and can bump all other unit or non-unit adjuncts appropriate for courses for which the 12-credit adjunct is qualified. If bumped, such 12-credit adjuncts will still receive 12 credits of course assignment.

    c. Nothing shall preclude the College from assigning more than ten (10) bargaining unit adjuncts to a 12-credit load for a given semester, after meeting the conditions of subsections 2-5 below.

2. For any courses determined by the College to be available for adjuncts for an upcoming semester in accordance with section B above, the College agrees that two (2) available teaching assignments, determined by the College, with a minimum of six credits per semester shall first be offered to any adjunct who has taught eight or more semesters.

3. For any courses determined by the College to be available for adjuncts for an upcoming semester in accordance with section B above, the College agrees that one (1) available teaching assignment determined by the College, with a minimum of three credits per semester shall be first offered to any adjunct who will be entering their fifth to eighth semester at the College.

4. Nothing in this section shall preclude the College in its discretion from making an additional assignment to an adjunct in accordance with the provisions of section E.

5. If an adjunct does not receive the one or two assignments as described under this section, they may inquire of the Responsible Administrator or designee as to the reasons why and the College agrees to provide such reasons.

F. The parties agree that if a course for which an adjunct is scheduled is canceled after July 15 for the Fall or after December 1 for the Spring or if the course is reassigned after those dates, that adjunct faculty member shall receive a penalty payment of 20% of the payment for the course. In the event the course is cancelled after the first class, the adjunct faculty member shall receive a cancellation fee equal to their first bi-weekly paycheck or 20% of the course payment, whichever is greater.

If a course assigned to an adjunct faculty member is cancelled, or if it is reassigned, the adjunct faculty member will be notified by email to KSC and other email address(es) on file, and by telephone call to non-KSC telephone number(s) on file. The adjunct faculty member will be offered another available i.e., unstaffed course, provided the adjunct is qualified to teach such course. Further, if the course for the Fall semester is cancelled or reassigned prior to August 15, or if the course for the Spring semester is cancelled or reassigned prior to January 5, the adjunct faculty member may bump a non-unit adjunct faculty member or the least senior unit adjunct faculty member for any course which the more senior unit adjunct is qualified to teach. Such decision by the adjunct to bump must be made and communicated to the Dean by email or phone within 48 hours after course cancellation is sent by the Dean.

If the possibility exists, the bumped unit adjunct faculty member may bump a less senior adjunct for any courses which the bumped unit adjunct is qualified to teach. No further bumping may occur beyond this bump.

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

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

G. Any changes in assignment which may occur after the issuance of a contract will be made with the mutual agreement of the adjunct, the Department Chairperson, and the esponsible Administrator.

H. Hiring of adjuncts for unanticipated courses which may arise shall be made as soon as possible after the need is known.

I. An adjunct faculty member who has served for 20 semesters at the College is eligible to receive an appointment for an entire academic year (Fall and Spring semesters) starting with the first Fall semester after completing 20 semesters at the College.

For such adjuncts, the Responsible Administrator will send a recommendation to the Provost after assessing the quality of the adjunct's performance as well as the College's fiscal conditions and curricular needs. Before making this recommendation, the Responsible Administrator will consult with the relevant department chair(s) to obtain their input. The Provost shall make the final decision on the issuance of such an appointment.

Any such academic year appointment will provide for the assignment of at least two (2) courses per semester for courses determined by the College to be available for adjuncts. However, an adjunct who wishes only to teach one course per semester, a 2 / 1 or 1 /2, may also receive a year-long contract. The number of credits may vary by semester during the academic year appointment. The adjunct will be notified of their course load for the Fall semester upon receipt of the academic year appointment on or before July 15 and will be notified of Spring assignments no later than December 1.

At the end of the appointment period but no later than July 15, the Provost shall decide whether to issue another academic year appointment and shall issue a formal contract no later than July 15 after assessing the quality of the adjunct's performance as well as the College's fiscal conditions and curricular needs. If the Provost decides not to issue another academic year appointment, they shall state the reasons in writing. Such decisions cannot be arbitrary or capricious.

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

J. Which courses an adjunct is assigned to teach shall be based on a consideration of the following factors:

   a. Curriculum and programmatic instructional needs of the department

   b. Credentials and qualifications (including sub-specialties and areas of particular expertise applicable to the courses(s))

   c. Teaching experience in the same or similar course

   d. Evaluations and work performance

   e. The adjunct's stated availability per the Teaching Availability Form.

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

   These decisions shall not be made arbitrarily or capriciously.

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

L. If the College decides not to appoint an adjunct faculty member for reasons of performance, the Responsible Administrator shall provide the particular reasons for the decision in writing to the adjunct faculty member. If the adjunct chooses, they may, within seven days of receipt of the written reasons, meet with the Responsible Administrator to discuss the decision. A decision not to reappoint an adjunct faculty member shall have a rational basis in fact and shall not contravene Articles 4 (Academic

Freedom), Article 5 (Fair Practices), and Article 11 (Evaluation). It is understood that non-reappointment may occur after any semester.

M. The College will provide a premium payment of $500 to an adjunct who accepts an assignment that is offered less than 30 days prior to the first class if the adjunct has never taught the course before.

Article 9: Workload

A. It is understood that the adjunct reports to the Department Chairperson or their designee.

B. The workload of the adjunct includes the following:

1. Effective teaching of the assigned course or courses in accordance with Article II.B. If any other standards are used, they will be identified and included in this Agreement.

2. Availability to students in the course for consultation, including providing reasonable office hours of no less than one hour per week per course contracted.

3. Attendance at any required department or College meeting within one week of the start of classes. If an adjunct faculty member cannot attend such a meeting due to other work commitments, they shall schedule a meeting with the Department Chair or their designee to review what was covered at the meeting.

4. Adherence to all department or College rules or regulations or guidelines. Such rules, regulations, or guidelines must be published or otherwise distributed.

5. On-going consultation with the department as may be appropriate regarding the integration of the course taught into the department's curriculum and any other related matters.

C Laboratory, studio, clinic, and activity courses shall be equated on the basis of three (3) contact hours per week being equal to two (2) academic credit hours. Compensation for music lessons shall be in accordance with Article 12.E.

D It is understood that adjunct faculty are part-time and serve in instructional positions. It is understood that the College follows IRS guidance regarding adjunct faculty work to calculate hours worked per week and ACA eligibility. If future interpretations of the Affordable Care Act by federal government agencies and/or the courts change that calculation or other eligibility criteria for benefit purposes under the legislation, the parties will reopen this Agreement to discuss the impact of such interpretations.

Article 10: Work Year

A. Adjunct faculty members may be employed during the academic year (either the Fall or Spring semesters or both).

B. Adjunct faculty may be offered the opportunity to teach courses during the summer sessions at the prevailing summer rates.

C. With the exception of adjunct faculty members teaching in graduate-level programs as defined in Article 1, summer sessions and all matters associated with such work, including rates of pay and compensation, are not covered by the Agreement.

Article 11: Evaluation and Performance Awards

A. It shall be the responsibility of the Department Chairperson or their designee to evaluate the performance of adjunct faculty members, utilizing various sources of information such as student evaluations, individual student commentary, both oral and written; review of the syllabi and other teaching materials; evidence of student learning; and, in appropriate situations as delineated below, classroom observations. All evaluations and reviews are meant to provide a collegial means for discussing the improvement of teaching and learning, provide relevant information for the consideration and nature of continued employment, and performance-based assignment of courses to an adjunct faculty member. Any oral or written complaints will be brought to the attention of the adjunct in writing within 30 days, and the adjunct will have the right to respond within 30 days from notification of the complaint.

B. Any evaluation of teaching performance will consider the following as "evidence of teaching effectiveness" and student learning for KSCAA faculty at the College:

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

All materials used to review performance will be shared with the faculty member at the faculty member's request.

C. At the beginning of any semester for which an adjunct faculty member has been retained to teach, the faculty member shall provide a copy of their syllabus for each course to the Department Chairperson or their designee. At the beginning of the year or, if an adjunct faculty member is teaching only in the spring, at the beginning of the spring semester, the faculty member shall provide a copy of their current CV.

D. Student evaluations shall be required in each course taught by an adjunct faculty member. Such evaluation shall be done as authorized by the College and in accordance with any College policy concerning such evaluations. At the conclusion of any semester in which an adjunct faculty member has taught, their student evaluations will be made available to the Responsible Administrator's office and the relevant Department Chairperson. The adjunct faculty member shall receive access to their student evaluations after the last day grades are due each semester.

The KSCAA will participate in any review and revision of the student evaluation form that may occur during the life of this Agreement.

E. In their discretion, the Department Chairperson, or a designee, may observe a class or classes of any adjunct faculty member whenever there is a concern about performance. An adjunct faculty member may also ask for and receive an observation of their class by the Department Chairperson or designee. If there is a concern about performance which warrants an observation, the concern must be discussed with the adjunct before the observation. The adjunct and the Department Chairperson or designee will mutually agree upon a date for the observation.

F. Annual Review

In addition to the more formal evaluation delineated in sections G and H below, the Department Chairperson or designee shall review the student evaluations of adjunct faculty members in the Fall if the faculty member had taught only during the Fall semester or in the Spring if the faculty member had taught either during both semesters or only during the Spring semester. If there are concerns about performance from the student evaluations or from any other sources, the chair may also request from the adjunct and then review:

- The syllabi
- Any individual written student commentary
- Evidence of student learning, such as a quiz, test, course assignment or other examples of student work
- Any classroom observations, if undertaken
- Any other material relating to performance, such as online teaching materials, studio work, etc.

All materials used to review performance will be shared with the faculty member at the faculty member's request.

This review will also be considered in making determinations regarding course assignments and/or recommendations of faculty commendations and development.

Following the annual review, if the work is not deemed satisfactory, a written explanation with specific reasons will be provided by the Responsible Administrator or designee to the faculty member within sixty (60) days of the end of the semester. The faculty member has thirty (30) days from receipt of the evaluation to respond in writing.

The faculty member, chair, Responsible Administrator or designee can request a meeting to attempt to resolve the problem/evaluation.

All such written materials will be placed in the adjunct faculty member's personnel file.

The absence of an evaluation written by the Responsible Administrator or designee received by the adjunct faculty member within sixty (60) days of the end of the semester indicates satisfactory performance.

G. Formal Evaluation

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

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

The Responsible Administrator will communicate the intention to conduct an evaluation in writing to the adjunct and the relevant Department Chairperson within two weeks of the beginning of the semester. This notice will include a request for materials delineated in H.3 below.

H. The formal evaluation procedure shall be as follows:

1. The Department Chairperson or a designee will evaluate the adjunct faculty member under review. The adjunct faculty member shall be permitted to designate a bargaining unit member of their choice to serve as an additional member of the Adjunct Evaluation Committee. The adjunct faculty member serving on the review committee will be compensated for two (2) hours' time at the current on-campus professional development rate (see Article 14.G). If the adjunct faculty member had taught in more than one department, each Department Chairperson or designee, and the bargaining unit member, will conduct a joint evaluation, making clear any relevant differences in performance between disciplines. If an adjunct perceives a problem or has a concern with the timing of a formal evaluation or the composition of the evaluation committee, that concern should be communicated to the appropriate Chairperson or Responsible Administrator and the KSCAA. The College will act in good faith to respond to any concerns.

2. The adjunct faculty under review may choose to prepare a reflective narrative on their teaching since the last formal evaluation. If the adjunct faculty member does so, the

narrative will present a summary of past observations and student evaluations, and it will provide the adjunct faculty member's own evaluation of their teaching performance. Any such narrative will be included in the portfolio described in section 3 below. The adjunct faculty member's provision of a reflective narrative is a purely voluntary part of the evaluation process.

3. The adjunct faculty member shall prepare a portfolio that includes

    - Course syllabi for courses taught since their last formal evaluation
    - All observation summaries and any responses to same prepared by the adjunct faculty member
    - All student evaluations, complete with student comments, from the last six semesters of teaching
    - A current CV
    - The adjunct faculty member's optional narrative on teaching performance referenced in section 2 above, if elected by the adjunct faculty member

    The portfolio shall be due to the Department Chairperson by October 1 for the fall semester and March 1 for the spring semester. The portfolio can be submitted either electronically or in hard copy.

4. During the semester in which the evaluation is taking place, the Department Chair/Committee members will each observe at least one class taught by the adjunct faculty member, either together or separately. Each observer and the faculty member will mutually agree on the class to be observed. The adjunct faculty member will give observers a copy of the syllabus before the class begins and will inform them about the context for that class in a pre-observation discussion. After the class, the faculty member and the observer(s) will discuss the class. The observer(s) will then prepare a written summary of the observation within two weeks and present a copy of the summary to the adjunct faculty member. The adjunct faculty member may prepare a written response should they wish. A common form (the long form) will be used for observation(s) and currently that common form is attached as Appendix B. The KSCAA will participate in any review and revision of the classroom observation form that may occur during the life of this Agreement.

5. The Department Chairperson/Committee members will review the materials and prepare a report for the adjunct faculty member's personnel file. The report shall include assessment of teaching performance, recommendations for improvements, if any, and a recommendation regarding continuing consideration for employment. The Department Chairperson/Committee members will present a copy of the report to the adjunct faculty member and will meet with the adjunct faculty member to discuss the report. After this meeting, the adjunct faculty member may then append a response to the report. The report must be prepared within one month after the end of the semester and forwarded to the Responsible Administrator, subsequent to the committee meeting with the adjunct faculty member and including any response from the adjunct faculty member being evaluated. Following the submission of the report to the Responsible Administrator, they have 60 days within which to write a report. This report shall be sent to the faculty member. The faculty member has thirty (30) days from receipt of the evaluation to

respond in writing. The adjunct faculty member and the Responsible Administrator will then meet at either party's request to discuss the submitted materials and the Responsible Administrator's evaluation.

I. It is understood that the Responsible Administrator may substitute for the Department Chairperson as the evaluator under this Article.

J. Performance Awards

1. Each year there shall be a $10,000 pool available for performance awards to selected adjunct faculty members, which may be given for exceptional teaching performance. Any such individual awards shall be in the amount of $1,000. An adjunct faculty member may only receive a performance award once every four years.

2. An adjunct faculty member may be considered for such an award once formally evaluated under the procedure described in Sections G and H above. If there has been no formal evaluation in the past four years because the adjunct faculty member's semester of evaluation has not yet come up, then that person may be nominated by the Department Chairperson or Responsible Administrator based on student evaluations and other informally submitted materials. Adjuncts can be considered for such awards in any year, subject to these eligibility criteria.

3. When an adjunct faculty member is formally evaluated, the Adjunct Evaluation Committee, in addition to the functions described in section H.5. above, may but is not required to, recommend that the adjunct receive a $1,000 performance award for exceptional teaching performance. Such a bonus is not added to the per-credit rates.

4. Any such recommendation will be made to the Provost, who will make the final decisions on any such recommendations made during the year.

5. The Provost will make decisions in May following completion of both the Fall and Spring semester teaching evaluations and/or formal evaluations.

6. Any such decisions by the Provost shall not be grievable.

7. The Provost is under no obligation to expend all $10,000 from the pool in any given academic year. Any remaining money from the pool which has not been awarded will not carry over into the subsequent year but will revert to the College.

K. Excellence in Teaching Award. Among those adjuncts earning a Performance Award, one will be chosen each year for the Excellence in Teaching Award by the Provost or designee. Such award will be given to no more than one adjunct faculty member in any academic year and an adjunct faculty member can only win the Excellence in Teaching Award once in their career at the College. There will be due recognition accorded to any adjunct faculty member who is given this award as well as a bonus of $1,000, which may be over and above any performance bonus the adjunct may have already been awarded under the provision of Section J above. Such award will not be added into the per credit rate of the particular adjunct faculty member.

Article 12: Salaries

A. Keene State College shall recognize all academic year courses as being paid on the following Adjunct pay scales and shall count toward the accumulated course load.

B. In all cases, an additional 7% will be added to the per-credit rate for adjunct faculty holding an appropriate terminal degree.

C. Unit-eligible adjuncts teaching with the College will be paid at the rates shown below:

	Semesters of Service Band				
Effective	5 to 8 semesters	9 to 14 semesters	15 and more semesters	20 semesters by May 2013 (Grandfathered)	% change
8/25/2024	$1,242	$1,553	$1,757	$1,876	0%
1/1/2025	$1,261	$1,576	$1,783	$1,904	1.5%
7/1/2025	$1,280	$1,600	$1,810	$1,933	1.5%
7/1/2026	$1,305	$1,632	$1,846	$1,971	2%

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

Completion of 30 semesters $500
Completion of 40 semesters $1,000
Such bonuses are not added to the base credit rates and are not cumulative.

E. Adjuncts will also be eligible for performance bonuses of $1,000 in accordance with the provisions of Article 11.J.

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

Effective Date	8/25/2024	1/1/2025	7/1/2025
Adjuncts in their 3rd year	$52	$53	$54
Adjuncts in their 4th – 6th year	$53	$54	$55
More than 6 years	$54	$55	$56
%change	0.0%	1.5%	1.5%

Effective 7/1/2026, all adjunct faculty in the bargaining unit who teach music lessons will be compensated at the rate of $57 per hour of teaching for applied music instruction.

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

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

H. Any member of the bargaining unit who teaches a Continuing Education course during the academic year (Fall and Spring semesters) will henceforth be paid in accordance with the adjunct's salary schedule set forth in Article 12. Rates for summer teaching are set by the College and can be accessed with the following link: KSCEA Collective Bargaining Agreement, Article 11 (Faculty Workload), Section N.

Article 13: Other Compensation

A. In order to encourage and compensate adjuncts for participation in service and shared governance, bargaining-unit adjunct faculty members will be paid $33 per hour effective July 1, 2024 and $34 per hour effective July 1, 2026 for participation in on-campus training and professional development opportunities detailed in Article 14.G. The College will take note of adjunct faculty member attendance as such sessions and automatically process compensation at the end of each semester. Each year, Academic Affairs will provide the KSCAA President with an accounting of all adjunct faculty participation in on-campus professional development opportunities.

B. Professional consulting or similar work performed for the College by adjunct faculty that is not a component of their instructional assignments is not covered by the Agreement and may be compensated at a rate negotiated directly by the faculty member and the College.

C. The adjunct faculty representative to the College Senate will be stipended at $1,000 per semester. Adjunct faculty serving on campus-wide committees and task forces will be stipended at $1,000 per semester.

These stipends will not be made as end-of-semester lump-sum payments, but will be divided into payments that shall be included in the adjunct faculty member's bi-weekly pay schedule. These stipends are funded by the College separately, and not paid from the $36,000 on-campus professional development fund.

Adjunct faculty members will be compensated for participation in adjunct formal reviews (see Article 11.H.1) for 2 hours at the standard rate for on-campus professional development activities ($33 per hour effective July 1, 2024 and $34 per hour effective July 1, 2026).

D. Adjunct faculty may be eligible to advise students under the following circumstances:

1. Academic departments may identify the need for advising support and the adjunct faculty member may agree to offer the requested support.

2. Adjunct faculty shall receive educational support from the academic department before undertaking their duties as advisors.

3. Adjunct faculty advisors shall be compensated at the end of the instructional contract period at a rate of $33 per student starting July 1, 2024 (increasing to $34 effective July 1, 2026).

4. Adjunct faculty who serve as advisors in their own departments shall be assigned to students in that department or to students who have indicated an interest in majoring in that department. Advising assignments shall involve discussions with the Chairperson of the department.

5. In order to advise students, as adjunct faculty member must have an active contract for the academic semester.

6. Each year, within 60 days from the last day of Spring semester final exams, the College will provide the Association President with a list of adjunct faculty advisors.

Article 14: Professional Development Fund

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

- Activities that will directly impact the faculty member's courses at the College, their content, pedagogy, or assessment.
- Such activities may include attendance at conferences, lectures, workshops or other training opportunities at the College or elsewhere, or travel to engage in scholarly activities.
- These professional development activities must be clearly connected to classes taught or collaboration undertaken on campus.

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

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

D. Current professional development offerings for adjuncts include:

1. Faculty Enrichment
2. Adjunct Faculty Development Grant
3. Enrollment in Keene State courses (see section F below)
4. ISP; including but not limited to ITW and IQL cohort meetings and ISP workshops
5. Center for Research & Writing sponsored workshops and institutes

E. It is the expectation of the College that KSCAA unit members will engage in a minimum of two professional development experiences annually (normally, one per semester). Such experiences help support College goals of enhancing effective teaching and learning strategies, transformative pedagogical development, and technology training related to teaching. The College and KSCAA will work to identify specific, relevant professional development experiences.

F. In any semester in which an adjunct is teaching, they may enroll in undergraduate and graduate courses at the College at no charge on a space-available basis following the final add/drop date for students and with permission of the instructor.

G. The College will provide compensation for up to eight (8) hours each year for on-campus professional development activities specifically related to the pedagogical expectations of the College and support the needs for adjuncts at the rate of $33 per hour effective July 1, 2024 and $34 per hour effective July 1, 2026. Professional development activities must be approved by the Provost's Office and, in consultation with the KSCAA leadership, professional development experiences appropriate for the Association will be planned and supported. The request form for payment should be submitted by the end of the semester when the professional development activity has occurred. Payment will be made at the end of the contract period. Each year, the Provost will provide the KSCAA President with an annual summary of activity for this professional development fund.

H. In addition, the College will make available a sum of $15,000 each year for off-campus professional development experiences, which may also include online participation in conferences, training events, and professional workshops delivered virtually. Adjuncts are eligible to apply to receive awards to support their development aims. This fund will be administered by three members of the adjunct unit and will include participation by a faculty member or staff member designated by the Provost. Applications must be submitted at least one (1) month in advance of the event. The award letter includes instructions for accessing funds. For those adjunct faculty members who have completed twenty (20) semesters of teaching at the College, and who are awarded an amount of money from this pool, such faculty members will receive a matching grant from the College in the same amount as awarded by the pool (such matching grant will not be deducted from the $15,000 pool) but in

no event shall the adjunct faculty member receive more than the funds necessary to pay for the off-campus experience. Terms and conditions for award eligibility, award caps, and other criteria are developed by the KSCAA Executive Board in consultation with the Provost's Office.

Article 15: Position Openings

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

Article 16: Leaves of Absence

A. When an adjunct faculty member is unable to perform their duties and responsibilities due to a temporary disability they may apply for a temporary leave of absence without pay. Such leave shall be granted upon documentation of the disability for up to twelve (12) weeks. This leave may be extended in certain cases for the duration of the semester in which the leave is being taken. Any semester in which as adjunct has worked part of the semester and has been on an approved leave of absence for part of the semester shall count as a semester worked for purposes of service calculations (for salary and unit membership). Any semester in which no work has been performed but for which the faculty member has an approved leave shall not count towards the five consecutive semesters of "no assignment" as described in the Recognition Article.

B. Adjunct faculty members may also apply for leaves without pay for the purpose of professional leave, military duty, and care of family members. The approval or denial of such leaves will state the status of service for the semester(s) of leave or the reason for denial as appropriate.

C. Adjunct faculty members may also apply for paid leaves for jury duty and for bereavement leave in accordance with the University System of New Hampshire policy for PATs.

D. Leaves may be granted at the discretion of the College for appropriate reasons for a period not to exceed two semesters.

E. An adjunct faculty member will be offered a teaching assignment if available consistent with other provisions of this Agreement upon return from leave.

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

Article 17: Miscellaneous Working Conditions

A. Adjunct faculty traveling on approved official business and/or institutional trips shall be reimbursed for reasonable expenses in accordance with College policies, as those policies may be amended from time to time.

B. The College and the faculty agree to abide by applicable federal and state laws concerning health and safety in the workplace. The College shall make the minutes of the College Safety Committee meetings available to the Association either through computer posting or mailed copies.

C. The parties hereby specifically incorporate into this Agreement, by reference the College's Institutional Property Policy, the College's Computer Network Use Policy, and the College's Intellectual Property Policy as these may be amended from time to time.

D. Adjunct faculty shall be provided with a voicemail box number with which to be reached directly via express messaging and shall have reasonable access to telephone services including the use of the New Hampshire in-state line and out-of-state long distance service for academic business.

E. Adjunct faculty shall have reasonable access to secretarial assistance, duplicating services and supplies for the preparation of teaching materials, examinations, and other related materials.

F. The College shall provide adjunct faculty with reasonable access to information technology support as appropriate and necessary for their teaching assignments and classroom environments including:

    1. Upon request, adjunct faculty assigned to teach in laptop-ready classrooms will be provided with a USNH-owned portable device for the creation and delivery of instructional materials and presentations. Such equipment will be provided at least two weeks before the start of classes and may be retained for up to two weeks after grades for the term are finalized.

    2. Adjunct faculty scheduled to teach in the fall and spring semesters are permitted to retain any loaned portable devices between semesters as required for planning and preparation of materials. Laptops must be returned within two weeks after the submission of spring semester grades.

    3. If the option to use personal devices is removed, the KSCAA can request the College to engage in impact bargaining.

4. Adjunct faculty will be provided with a KSC email address and access to instructional systems and productivity applications, and network services that the College offers to all other faculty and staff.

5. Adjunct faculty will retain access to their KSC email account for 270 days following the end of their last teaching appointment.

6. The College will ensure that adjunct faculty receive information on how to access information technology training materials, and how to submit requests for assistance for help with using College-supplied technology products.

G. Adjunct faculty members shall be issued photo ID cards at their request.

H. Adjunct faculty members shall have the same rights and privileges of access to library materials and services as full-time faculty, with the presentation of their ID cards.

I. In accordance with the College health and wellness goals, adjunct faculty shall have access to all Spaulding Gym and Recreational Center facilities. For those facilities requiring membership payment, adjunct unit members will receive a 50% membership rate reduction.

J. Adjunct faculty may apply for and receive a parking decal at no cost and may park in lots with an F/S designation.

K. Adjunct faculty may receive the same ticket discounts as are available to full-time faculty members.

L. Eligibility to participate in Flexible Spending Accounts (FSAs): Effective January 1, 2011, members of the bargaining unit will be eligible to make pre-tax salary reductions to a Health FSA for qualified medical expense reimbursement and/or a Dependent Care FSA for qualified dependent care expenses. FSAs are subject to USNH guidelines and IRS rules, regulations and nondiscrimination testing. Pre-tax salary reduction elections must be made prior to the plan year through an open-enrollment period. The elections must be made on an annual basis each year. FSAs will be subject to the following annual minimum and maximum pre-tax salary deferrals:

Health FSA	Annual Minimum $100	And Maximum $2,000
Dependent Care FSA	Annual Minimum $100	And Maximum $2,000

Article 18: Association Rights

A. College-Association Communication

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

2. The College shall make available to the Association President, either through computer posting or mailed copies, a copy of the advance agenda of monthly meetings of the Board of Trustees and a copy of the minutes of such meetings.

3. The College shall provide to the Association, upon its written request and within a reasonable amount of time thereafter, such information and data as necessary for collective bargaining and/or the implementation of this Agreement. The College shall not be obliged to prepare or otherwise produce such information and data in any form than already exists at the time of the request if such preparation or production would be unreasonably burdensome.

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

B. Association Use of Facilities

1. The Association shall have the right to make reasonable use of College space, facilities and equipment in accordance with College policies and procedures, as may be amended from time to time, for activities relating to its position as the recognized representative of the members of the bargaining unit.

2. The Association shall be entitled to reasonable use of the campus mail, without cost, in accordance with College procedures. The Association agrees to limit its use to material directly related to its function as collective bargaining agent.

3. The Association shall have the right to post, at appropriate designated places on the campus, bulletins and notices relevant to official Association business.

4. Duly authorized representatives of the Association shall be permitted to transact official union business on campus at reasonable times provided it does not interfere with normal College operations.

5. The Association shall be entitled to hold meetings at reasonable times. The Association, its officers and members, shall not engage in Association activities which interfere with normal College operations.

C. The College shall deduct, in four equal installments, usually beginning in October, the regular annual dues of the Association from the pay of each bargaining unit member who has submitted a payroll deduction form, or the member may request a single, lump-sum payroll deduction for dues. The Association will provide the College with the completed deduction forms for dues.

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

   1. Faculty may submit payroll deduction forms only during the months of September and January each year.

   2. The amount to be deducted shall be certified by the Association to the College and the College will remit the aggregate deductions via direct deposit on a bi-weekly basis to a bank account designated by the KSCAA. The KSCAA shall complete all necessary forms to enable the College to make such a deposit. In addition, the College shall provide the KSCAA with an itemized statement containing the names of faculty members with the amount of dues deducted for each one.

   3. Membership in the Association shall be continuous. Any change from dues paying membership status shall be for the next academic year and must be made by the employee no later than May 15 of the current academic year in writing to the employer and the Association by certified mail, return receipt requested.

D. The President of the KSCAA will receive a stipend equal to one four-credit course per academic year based on the incumbent president's per-credit rate without the terminal degree premium, and the KSCAA will also receive an equivalent amount to be shared among its officers.

Article 19: 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 20: 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 21: Duration

Except as may otherwise be indicated, this Agreement shall take effect with ratification and shall continue in full force and effect until midnight June 30, 2027, and shall be automatically renewed from year to year thereafter unless by February 1, 2027 either party notifies the other in writing by registered or certified mail of its desire to terminate or amend the Agreement.

Appendix A: Adjunct Teaching Availability Form

Date of Submission (on or before October 1st prior to subsequent academic year scheduling):	
Submitted To:	
School, Department or ISP program if appropriate:	
Adjunct Name:	
Mailing Address (postal):	Email Address(es)
Teaching availability for subsequent academic year. Please identify courses and days/times available for the semester/term requested:	
Fall Semester course request	Spring semester course request
Available days of the week and instructional block(s)	Available days of the week and instructional block(s)
Please list additional materials provided to support departmental instructional planning and consideration of instructional appointment (as provided in Article 8C of the Collective Bargaining Agreement).	

Appendix B: Keene State College Classroom Observation Form (Adjunct Faculty)

Faculty Member Observed:

Observer:

Class Number and Title

Time and Date Observed

Class observations will provide attached evidence from class interaction or written materials that the faculty member:

• demonstrates knowledge of the content
• demonstrates understanding of the learning capacity of the students; shows sensitivity to student differences
• conveys the learning goals of the class to the students
• shows how classroom activities are connected to each other and to the goal(s) of the class
• makes connections or references to how the learning will be assessed
• creates and supports an atmosphere of respect, rapport, and responsiveness, including dealing with inappropriate student behavior (if any)
• manages the routines of the class so that learning time is maximized
• communicates with students (including use of discipline specific questioning and discussion techniques) to ensure attainment of learning goals
• engages students in the learning, including being sensitive to the timing, pacing and relevance of the lesson

Observer's Signature: _____

Faculty Member's Signature:

Memorandum: Redaction of Student Comments from Student Course Evaluations

Keene State College (KSC) and Keene State College Adjunct Association (KSCAA)

In consultation with the KSCAA, the Provost will identify an ombudsperson to conduct any reviews of objectionable comments as described in the redaction procedure below.

Portions of student comments will be considered for redaction if they:

- Include threats of violence towards faculty or other members of the College community.
- Include content of a harassing or discriminatory nature. See the Keene State College Discrimination and Discriminatory Harassment Policy: (https://www.keene.edu/administration/policy/detail/discrimination/#:~:text=All%20persons%20shall%20have%20equal,or%20other%20legally%20protected%20characteristic)
- Demean the professor or any member of the classroom.
- Fall outside the scope of the course delivery, professionalism and contractual responsibilities as they pertain to student support, and quality of instruction.

Comments that are critical of pedagogical methods, course structure, or the instructor's professionalism should not be redacted provided that they do not violate any of the criteria listed above.

Redaction Procedure:

1. Student course evaluations are made available to faculty at the end of each semester following the grade deadline. From the date that access to the preceding semester's student course evaluations is opened, faculty shall have three weeks to review their evaluations and determine if there are any comments that may meet the criteria for redaction.
2. If such comments exist, the faculty member will notify the ombudsperson to request a review of the comments.
    a. This request should be submitted no later than three weeks following the date that access to the student evaluations was opened.
    b. The faculty member requesting the review will provide the relevant student course evaluations to the ombudsperson.
3. The ombudsperson will acknowledge receipt of the request within three business days.
4. The faculty member concerned will be notified as to the ombudsperson's decision within three weeks of the receipt of the request.
5. If it is determined the objectionable comments fall within the guidelines described above, the ombudsperson will direct the appropriate office to remove them from the evaluations.
    a. Similarly, if the ombudsperson determines that the student comments in question do not fall within the guidelines described above, they will notify the faculty member of this decision and provide an opportunity for a follow-up meeting.
        i. If requested, this follow-up meeting should occur within two weeks of the receipt of the ombudsperson's judgement. At their request, faculty

members may be accompanied by a KSCAA representative at this follow-up meeting.

ii. The ombudsperson's decision may be appealed to the Provost. Any such appeals must be made in writing within two weeks of any scheduled follow-up meeting with the ombudsperson. Given the need for privacy, this appeal should rely on anonymized information to the greatest extent possible. The Provost should conclude their review of the appeal, and notify the faculty member involved of their decision within three weeks of receiving the appeal. The Provost's determination will be considered final.

6. The request for review and the student evaluations themselves will be held in confidence by the ombudsperson during the time of review. The faculty member or the ombudsperson may, however, request additional review by the Title IX Officer, or by campus security, as appropriate.

Memorandum: Adjunct Association – Agreement on Evaluations

Keene State College and the Keene State College

Keene State College ("KSC") and the Keene State College Adjunct Association ("KSCAA") agree to form an Adjunct Faculty Evaluation study group in Fall semester 2024. While the study group does its work, the College will continue to use the current evaluation process detailed in Article 11.

The committee will consider changes proposed by KSCAA regarding Article 11; the Adjunct Faculty Yearly Review; and the Adjunct Faculty Formal Evaluation processes including current or proposed changes to forms, assessments, or data collection strategies used to improve teaching and align with the College's instructional mission and goals.

Representation on the committee will include representatives from the KSC administration, from KSCAA, and a representative from the Keene State College Education Association (KSCEA) will be invited to participate. Committee members from the KSCAA will be compensated for this work at the standard hourly rate detailed in Article 13.A.

The study committee will forward their non-binding recommendations to KSC, KSCEA, and KSCAA leadership by March 1, 2025. After discussion, if the recommendations are not accepted, the Adjunct Faculty Evaluation Study Group will reconvene to work on the feedback received from KSC, KSCEA, and KSCAA leadership. Further non-binding recommendations will be forwarded to KSC, KSCEA, and KSCAA leadership by May 1, 2025. This process will continue until agreement is reached by all parties.

Signature Page

IN WITNESS WHEREOF, The Board of Trustees of the University System of New Hampshire has caused this instrument to be signed and sealed by its duly authorized representative, and the Association has caused this instrument to be signed and sealed by its duly authorized representative on October 25, 2024.

Adjunct Association

Keene State College Adjunct

By: Michael McCarthy Date: 11/14/24

Michael McCarthy

President, KSCAA

By: John Lund Date: 11/14/24

John Lund

Vice President, KSCAA

By: Date 11/14/24

Michael Wakefield, Negotiation Team

KSCAA

University System of New Hampshire,

Keene State College

By: Date: 11/14/24

Melinda Treadwell

President, Keene State College

By: Kirsti Sandy Date: 11/14/24

Kirsti Sandy

Interim Provost, VP Academic Affairs

Keene State College

By: Celia Rabinowitz Date 11/14/2024

Celia Rabinowitz, Negotiations Lead