



Southern
New Hampshire
University

**SOUTHERN NEW HAMPSHIRE UNIVERSITY
(SNHU)**

AND

**SOUTHERN NEW HAMPSHIRE UNIVERSITY
PROFESSIONAL EMPLOYEES ASSOCIATION
(SNHUPEA)**

AGREEMENT

JULY 1, 2023 – JUNE 30, 2028

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TABLE OF CONTENTS

PREAMBLE	7
ARTICLE I - EMPLOYEES COVERED.....	8
A. Full-Time Faculty and Professional Employee Coverage.....	8
B. Full-Time Temporary and Externally Funded Appointments	8
C. New, Reclassified, and Restructured Positions	8
ARTICLE II - FAIR PRACTICES	10
A. Non - Discrimination and Compliance with Law.....	10
B. Freedom of Association.....	10
ARTICLE III - PROFESSIONAL FREEDOM.....	11
A. General	11
B. Freedom of Expression.....	11
C. Academic Freedom.....	11
ARTICLE IV - GRIEVANCE AND ARBITRATION.....	12
A. Grievance Provisions	12
B. Grievance Procedure	13
C. Arbitration Procedure	16
ARTICLE V - GOVERNANCE.....	18
A. Association Representation and Participation on the Board.....	18
B. University Human Resources Committee (UHRC).....	18
C. Committee Representatives	19
D. Academic Governance	19
E. Meet and Discuss	19
ARTICLE VI - PERFORMANCE EVALUATION	21
A. Performance Evaluation for Faculty.....	21
B. Performance Evaluation Process for Faculty	23
C. Faculty Evaluation for Initial Rolling Contracts	23
D. Faculty Evaluation for Promotion	24
E. Peer Review Committees.....	25
F. Committee Functions	26
G. Performance Evaluation for Covered Professionals.....	26
H. Reclassification of Professional Staff	28
I. Promotion of Professional Staff	28

J. Supplemental Performance Evaluations.....	28
ARTICLE VII - RANK AND POSITION QUALIFICATIONS AND CRITERIA.....	29
A. Faculty.....	29
ARTICLE VIII - CONTRACTS	32
A. Faculty.....	32
B. Professional Staff.....	32
C. Renewal Dates for Faculty and Professional Staff	32
D. Renewal Rights	33
E. Disciplinary Action.....	33
F. Employment Contracts	33
G. Notification	34
ARTICLE IX - CONTRACT YEAR/WORK YEAR	35
A. Contract Year for Faculty	35
B. Work Year	35
Article X. Workload/Responsibilities.....	36
A. Faculty Roles and Responsibilities	36
B. Faculty Workloads	36
C. Flexible Credit Hours	38
D. Faculty Plans	39
E. Class Size	40
F. Responsibilities of Division/Department Chairpersons, Area Chairs and Program Directors	41
G. Covered Professional Staff Responsibilities	41
H. Teaching Assignments Beyond a Normal Workload / Overloads	42
I. Consulting and Other Professional Activities	43
J. Other Assignments	43
K. Alternative Workload Agreement	43
ARTICLE XI - PROGRAM FLEXIBILITY AND RETRENCHMENT	44
A. Program Flexibility.....	44
B. Retrenchment and Reduction in Force.....	44
C. Academic Programs.....	46
ARTICLE XII - SABBATICAL AND PROFESSIONAL DEVELOPMENT LEAVES.....	47
A. Sabbatical Leaves for Faculty.....	47
B. Sabbatical Leaves for Professional Staff.....	47
C. Purpose, Timetable and Process for Sabbatical Leave Request	48
D. Internship Leave	49

E. Limitations.....	50
ARTICLE XIII – OTHER LEAVES.....	51
A. Paid Leaves	51
B. Unpaid Leaves.....	51
ARTICLE XIV – MISCELLANEOUS WORKING CONDITIONS	53
A. Office Space and Equipment (In-Place or On-Site only)	53
B. Educational Materials and Texts	53
C. Office Support Services	53
D. Remote Work Arrangements	54
E. Miscellaneous Support Conditions	54
ARTICLE XV – SPONSORED RESEARCH/GRANTS.....	55
A. Grant Funded Programs.....	55
B. Ownership of Contracted Materials	55
C. Other Intellectual Property Ownership.....	55
D. University Name Use	55
E. Waiver Process/Authority.....	55
ARTICLE XVI - DUES DEDUCTION	56
A. Dues Deduction	56
ARTICLE XVII - SALARY	57
A. Salary Adjustments for FY24	57
B. Salary Adjustment for FY25	57
C. Salary Adjustment for FY26	57
D. Salary Adjustment for FY27	57
E. Salary Adjustment for FY28.....	58
F. Performance Incentives for Covered Employees.....	58
G. Teaching Assignments beyond Normal Workload.....	58
H. Faculty Promotions.....	58
I. Salary Equity.....	59
J. Transition Opportunity Program (TOP).....	60
K. Early Retirement Opportunity (ERO)	60
L. Professional Development Funding for Faculty and Professional Staff.....	61
M. Buy-out Opportunity.....	61
ARTICLE XVIII - FRINGE BENEFITS	62
A. Medical Insurance	62
B. Dental Insurance	62

C.	Flexible Spending Accounts (FSA's).....	63
D.	Life Insurance and Accidental Death and Dismemberment	63
E.	Short-Term Disability and Long-Term Disability Insurance Benefit	63
F.	Retirement Plan and Trust.....	64
G.	SNHU “Lifestyle Dollars” Program.....	64
H.	Wellbeing Time.....	66
I.	Paid Time Off.....	66
J.	Mileage Reimbursement.....	67
K.	Campus Store Discounts	67
L.	Food Discount	67
M.	Work-Life Balance Support Services	67
	ARTICLE XIX - TUITION BENEFITS	68
A.	Undergraduate and Master’s Level Tuition Benefits at the University.....	68
B.	Doctoral Level Tuition Benefits at the University.....	68
C.	Tuition Benefits for Covered Employees to Attend Other Colleges or Universities	68
D.	Dependent Tuition Benefits at Other Colleges	69
E.	Other	70
	ARTICLE XX – SEVERABILITY	71
	ARTICLE XXI – DURATION	72
	ARTICLE XXII – NO STRIKE, NO LOCKOUT	73

PREAMBLE

The intent and purpose of this Agreement is to improve the quality and effectiveness of education at Southern New Hampshire University (SNHU or University) by promoting the highest standards of excellence in all phases of instruction and professional service covered by this Agreement. The parties hereto concur that these objectives can be achieved by means of the amicable adjustment of matters of mutual interest.

The primary objective of this Agreement is to continue to unify the faculty, staff and administration into one harmonious and effective working unit.

The parties recognize that mutual benefits are to be derived from continual improvement in the position of SNHU as an institution of higher learning. They recognize that the roles and responsibilities of administrators, faculty, and professional staff are interdependent in the determination and implementation of educational policy and objectives.

The parties to this Agreement recognize that the SNHU Board of Trustees has the ultimate authority for the management of the university and management retains the right to make rules, regulations, and policies not inconsistent with the provisions of the Agreement; and to require compliance with said rules, regulations, and policies.

As these objectives are recognized, it is understood that this Agreement shall be interpreted in each and every clause to achieve these goals. This Agreement, resulting from the efforts of the SNHU Professional Employees Association (Association), an organization of covered professional staff and faculty meeting with university administration (Administration) designated by the SNHU Board of Trustees (BOT), designs and sets forth general terms which shall define certain working conditions, including wage and benefits provisions, that are consistent with the individual contracts between SNHU and those employees covered as hereinafter defined.

ARTICLE I - EMPLOYEES COVERED

A. Full-Time Faculty and Professional Employee Coverage

1. All full-time faculty of University College and professional employee positions shall be covered by this Agreement except as follows:
 - a. Supervising, managerial, or confidential employees as these terms are defined in Federal collective bargaining law.
 - b. Those positions excluded based on an Arbitration finding or upon agreement by the Association and the Administration.

B. Full-Time Temporary and Externally Funded Appointments

1. The University may appoint individuals on a full-time, temporary basis to positions covered by this Agreement and those appointments normally will be for a period not to exceed twelve months. During the term of this temporary appointment, the individual is not covered by this Agreement. Compensation is negotiated between the individual and the University. Individuals who are appointed at the conclusion of a temporary appointment into a covered position shall be covered as a first-year employee under this Agreement except as noted in [Article I.B.3](#) below.
2. In the case of appointments of individuals whose positions are fully or partially supported by external sources, these appointments will be for a specific period of time and the individual's employment shall be governed by the University Employee Handbook but not by the provisions of this of this Agreement. If the individual appointed to an externally funded position subsequently assumes a full-time, covered position funded by the operating budget of the University, the individual shall be covered as a first-year employee under this Agreement except as noted in [Article I.B.3](#) below.
3. The Provost (Chief Academic Officer) may determine that the time spent during a faculty member's temporary or externally funded appointment will count towards "time in rank", seniority, and service years. The Chief Human Resources Officer, in consultation with the appropriate Vice President, may determine that the time spent during a professional employee's temporary or externally funded appointment will count towards service years.

C. New, Reclassified, and Restructured Positions

1. If the University creates a new position, restructures, or reclassifies an existing position that results in a change of contracted status, and if the Association believes that the new, restructured, or reclassified position should be part of the bargaining unit, it will notify the University of that contention and the parties will add this item to the next "Meet and Discuss" agenda. The Association and University will determine whether or not the position is covered by the bargaining unit of this Agreement at this "Meet and Discuss". If the parties disagree, the Association may file a grievance pursuant to [Article IV](#) of this Agreement. The Association may also assert whatever rights it has under the National Labor Relations Act and have such issues resolved by the NLRB.
2. The President of the Association shall be provided on the first business day of each month with a report from the Department of Human Resources that contains an updated list of all bargaining unit employees. The monthly report to the President of the Association shall consist of four items: 1) a current roster of covered employees that

includes the employees' names, e-mail addresses, job titles and job classification; 2) a list of all new hires into covered positions since the previous month's report, new promotions into or within the bargaining unit or employee classification changes since the previous month's report; 3) a list of any covered employees whose employment terminated effective since the previous month's report; and 4) a list of any new positions created by the University and the new position's classification. The report shall also include other details mutually agreed upon by the Association and Administration.

ARTICLE II - FAIR PRACTICES

A. Non – Discrimination and Compliance with Law

1. SNHU and the Association agree not to discriminate against faculty or professional staff members because of race, color, creed, ethnicity, gender (including gender identity or expression), sexual orientation, religion, disability, age, marital or parental status, pregnancy, national origin, political affiliation or lawful political activity or political beliefs, veteran's status, genetic information, membership or non-membership in the Association, lawful activities on behalf of the Association, or on the basis of any other protected class as outlined in the University's Employee Handbook and its policy on discrimination and harassment. SNHU and the Association will comply with all equal employment opportunity and affirmative action laws that apply to SNHU, including, without limitation, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the New Hampshire Statute RSA 354-A, and any other state or federal laws prohibiting employment discrimination. Further, SNHU and the Association uphold and support the freedom of expression of covered employees relating to the aforementioned areas.

B. Freedom of Association

1. Covered employees shall have the right to join and participate in, or to refrain from participating in the Association. There shall be no discrimination, interference, restraint, or coercion by the BOT, Administration or the Association, against any employee because of membership or non-membership in the Association or any successor organization.

ARTICLE III - PROFESSIONAL FREEDOM

A. General

1. Academic and professional freedom is essential to the functioning of the University as well as being a fundamental working condition. The University serves its community as an open intellectual forum where varying opinions may be freely expressed and fairly debated.
2. The Association member is a member of a learned profession and an employee of the University. When he or she speaks or writes, he or she should be free from institutional censorship or discipline as defined in [Article III.B. 3. - Freedom of Expression](#).

B. Freedom of Expression

1. Progress on addressing all matters of concern within a university community requires the free and open exchange of ideas, approaches, and points of view. Accordingly, SNHU is committed to an environment in which free expression is the right of every member of the Association. It likewise is essential that such expressions of points of view be conducted in a climate of mutual respect, with due regard for the rights of others and in a responsible manner which prevents disruption.
2. In their role as a citizen, every member of the Association 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 abridgement of the rights guaranteed to every member of the Association by the Constitutions of the United States, the State of New Hampshire, or such other states that may apply.
3. To encourage creativity and constructive dissent, an Association member is entitled to full freedom of discussion (as defined in [Article III.B.1 and 2](#)) in those established institutional bodies that the member serves on or is invited to attend, without reprisal.

C. Academic Freedom

1. It is the policy of the University to maintain and encourage, for Association members in a teaching capacity, full freedom, within the law, of inquiry, teaching, research, publication, and the pursuit of professional activity. The University cannot fulfill its purpose of transmitting, evaluating, and extending knowledge if it requires conformity with any orthodoxy of content and/or method. However, the University and the faculty, through the academic governance process, shall determine the academic goals and outcomes expected to be achieved.
2. In the exercise of this freedom the covered employee, in a teaching capacity, may discuss relevant issues in the exercise of their professional duties. One may not use students as a vehicle to support personal views. The University is obligated to protect and defend covered employees from pressure and harassment connected with their professional duties.
3. The content of syllabi for courses, sequencing, learning outcomes, and teaching materials is subject to approval by the prevailing process contained in each business units "Academic Governance". If through the governance process, standardized syllabi, learning outcomes, and teaching materials are established for certain courses, faculty and professional staff who teach such courses shall comply with the standards.

ARTICLE IV – GRIEVANCE AND ARBITRATION

A. Grievance Provisions

1. It is the objective of the parties to this Agreement to encourage the prompt and equitable resolution of grievances. All grievances and associated deliberations shall be pursued by the parties in a confidential manner. The Administration and the Association will make every reasonable effort to ensure this confidentiality.
2. A "grievance" is any dispute or difference between SNHU and a covered employee, group of covered employees, or the Association concerning the interpretation, application, or alleged violation of any Article of this Agreement or any claimed violation of an employee's right arising under written University policies, rules, regulations, or procedures, except as follows. For purposes of this Agreement, a "grievance" shall not include allegations of discrimination that are covered by SNHU's Discrimination and Harassment policy and procedures, as outlined in the Employee Handbook. Should a covered employee assert allegations of discrimination with respect to their employment, the allegations shall instead be reviewed and investigated in accordance with SNHU's Discrimination and Harassment policy and procedures, which shall include the employee's appeal rights with respect to the investigation, if applicable.
3. A grievance may be filed by a covered employee or the Association that challenges an employment action taken following the conclusion of an investigation into allegations of discrimination pursuant to SNHU's Discrimination and Harassment policy and procedures. In such cases, the scope of the grievance shall be limited to the reasonableness of the employment action taken and the employee shall not utilize the grievance and arbitration mechanism set forth in this [Article IV](#) as a means to challenge the findings or conclusions of the investigation.
4. A grievance may also be filed that challenges an employment action that the employee or the Association asserts was taken in violation of SNHU's Discrimination and Harassment policy. In such cases, the grievance, if timely filed, shall be held in abeyance pending a review and investigation (if deemed necessary) of the allegations of discrimination in accordance with SNHU's Discrimination and Harassment policy and procedures, which shall include the employee's appeal rights with respect to the investigation, if applicable. Following the conclusion of the review and/or investigation pertaining to the allegations of discrimination, including any appeals, the employee or the Association will be provided with a reasonable period of time to decide whether to proceed with the grievance in which case the scope of the grievance shall be limited to the reasonableness of the employment action taken.
5. The parties agree that the grievance and arbitration mechanism set forth in this [Article IV](#) is intended to be and will be treated by the parties in all cases, as the sole and exclusive mechanism for resolving disputes of any kind arising under this Agreement and under any individual appointments made pursuant to the Agreement. Except as provided in [Article IV.C.3](#), a final decision under this [Article IV](#) shall not be subject to further review or appeal. The parties shall have such rights to appeal or challenge arbitration decisions specifically as provided under state and/or federal law. Nothing in this Article shall alter any rights employees may have under the law as interpreted by state and/or federal agencies and the courts.

6. A grievance may be filed by a covered employee or by a group of covered employees alleging the same grievance.
7. Failure by the grievant(s) to comply with the time limitations of the Formal Stage ([Article IV.B.2](#)) or Arbitration ([Article IV.C](#)) shall preclude any subsequent filing of the grievance except as noted in [Article IV.A. 4, 8-10](#).
8. In the absence of extenuating circumstances (illness, accident, etc. that would normally be acceptable to the University), failure by the grievant(s) at any step of this procedure to appeal within the specified time limits shall be considered acceptance by the grievant(s) of the decision rendered at the last step.
9. Failure by SNHU at Step One ([Article IV.B.2.a.](#)) to provide a written response within the specified time limits shall permit the grievant(s) to proceed to Step Two ([Article IV.B.2.b](#)).
10. The time limits in this [Article IV](#) may be extended by mutual agreement of the grievant and SNHU in writing. The request for extension may be initiated by either party in writing.
11. The filing or pendency of a grievance under the provisions of this article shall not prevent SNHU from taking the action grieved subject, however, to the final decision on the grievance. Should the action of SNHU be suspension without pay, the employee's salary and benefits shall be continued through the grievance/arbitration process subject to the grievant signing, in a timely manner, a promissory note obligating the grievant to repay any amount of the salary and benefits paid to or for the member while the grievance is pending, should the suspension/termination be upheld at the conclusion of the grievance/arbitration process. Failure on the part of the grievant to sign a promissory note shall permit SNHU to discontinue the employee's pay and benefits.
12. All correspondence by the grievant and SNHU in the grievance process set forth in this [Article IV](#), at each step of the grievance, shall be sent to the Department of Human Resources or their designee, the President of the Association, and the grievant. Such correspondence shall be sent by the parties in accordance with the agreed upon methodology identified on the grievance form called for in [Article IV.B.2.a.ii](#).
13. Notwithstanding the provisions of this [Article IV](#), the covered employee(s) always maintains the right to drop the dispute and SNHU always has the right to negotiate a mutually agreed settlement with the grievant.

B. Grievance Procedure

1. Informal Stage
 - a. Notwithstanding the availability of formal procedures in this Article, it is agreed an informal resolution of a dispute is desirable whenever possible. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Association and the University. The parties agree that, toward this end, informal resolution will be explored between the grievant and a designated representative from Administration in any case. Those parties will meet within ten (10) calendar days after the event giving rise to the grievance to discuss the grievance and possible resolution of the grievance.

- b. The presence of an Association Ombudsman, or other Association representative appointed by the President of the Association, is optional at all meetings comprising this Informal Stage and may be waived by the grievant(s).
- c. A designee from the Department of Human Resources may attend this Informal Stage. However, attendance by a Department of Human Resources designee is not mandatory.
- d. If the grievance is not resolved at the Informal Stage or if the informal meeting does not take place within ten (10) calendar days, the grievant may move the grievance to the Formal Stage.

2. Formal Stage

a. Step One

- i. If a problem is not settled at the Informal Stage and the grievant wishes to proceed to the Formal Stage, the grievant shall obtain a grievance form from the Department of Human Resources. The form shall be submitted in writing within forty-five (45) calendar days of the time at which the grievant(s) knew of the existence of the situation giving rise to Formal Grievance as demonstrated by appropriate documentation.
- ii. The formal written grievance form shall state the nature of the grievance, the relevant provision(s) of the Agreement or other written rule allegedly violated, a brief summary of facts, the remedy sought, and the agreed method of communication. The formal written grievance shall be signed and dated by the grievant(s) and submitted to the Department of Human Resources, which shall maintain a confidential grievance case file containing all written materials and correspondence related to each grievance filed.
- iii. The written grievance shall be filed by the grievant with the Department of Human Resources, who will distribute copies of the grievance to the Association President, the individual whose action or decision is being grieved, and the next level administrator above the person whose action or decision is being grieved.
- iv. A designee from the Department of Human Resources shall arrange and attend a meeting with the grievant(s), the next level administrator above the person whose action or decision is being grieved, other administrator(s) as appropriate in whose area of responsibility the grievance applies. The presence of an Association Ombudsman, or other Association representative appointed by the President of the Association, is optional at all meetings comprising this Formal Stage and may be waived by the grievant(s).
- v. The aforementioned meeting shall be held within twenty (20) calendar days of the receipt of the grievance by the Department of Human Resources. The next level administrator of the party whose action or decision is being grieved shall provide a written response pertaining to the grievance, which shall be forwarded to the grievant(s), the Department of Human Resources, and the President of the Association within ten (10) calendar days after the meeting(s).

- vi. If the grievance challenges the direct action or direct decision by the SNHU President or BOT member, the grievance shall move directly to Step Two of the grievance procedure. The grievant and Administration will forego both the Informal Stage and Formal Stage-Step One in these instances.
- b. Step Two - University Human Resource Committee (UHRC) Hearing
- i. If the grievance is not resolved at Step One, the grievant may present the grievance at Step Two by filing a written appeal with the Department of Human Resources within ten (10) calendar days of receipt of the Step One response. The appeal shall briefly state why the disposition of the grievance at Step One is unsatisfactory.
 - ii. The Department of Human Resources will forward within ten (10) calendar days of receipt of the appeal a copy of the appeal and all relevant information regarding the grievance to the UHRC, President of the Association, and appropriate administrator(s) or manager(s). Following the UHRC's receipt of the appeal, the Administration shall have the option to submit to the UHRC prior to the Step Two meeting additional information it deems relevant to the grievance for consideration by the UHRC. Copies of any documentation provided to the UHRC shall also be provided to the grievant and the President of the Association.
 - iii. The Administration and Association shall appoint on an alternating cadence a UHRC Convener who will serve as the chairperson over the appeal proceedings. The Convener shall call a Step Two meeting with the grievant and the UHRC, which shall be held within twenty (20) calendar days of the UHRC's receipt of the appeal.
 - iv. The Convener will conduct the appeal proceedings and keep notes and records. The Convener shall prepare the written committee findings and final recommendation pertaining to the appeal which shall be forwarded to the grievant, Department of Human Resources, the appropriate administrator(s), the President of the Association, and the SNHU President within ten (10) days following the Step Two meeting.
 - v. The UHRC is free to confer with all interested persons in attendance at the time of hearing, including representative(s) from the Administration, the SNHU President or their designee. If the UHRC committee confers directly with the grievant, the Association Ombudsman, or other Association representative appointed by the President of the Association, may accompany the grievant to the UHRC hearing if the grievant so chooses.
 - vi. The SNHU President or designee, President of the Association, and Convener of the UHRC shall meet within fifteen (15) days of receipt of the UHRC hearing to review and discuss the findings and recommendations of the UHRC. After this meeting, the SNHU President or designee may accept or reject the UHRC recommendations, or propose an alternative disposition, modification, and/or settlement. The SNHU President or designee shall then communicate the University's position to the grievant, the Convener, the Department of Human Resources, the appropriate administrator(s), and the President of the Association within ten (10) days of the meeting with the President of the Association and Convener of the UHRC.
 - vii. If the findings and recommendations of the UHRC are in favor of the grievant or support the remedy sought by the grievant, and the President or designee accepts

said findings and recommendations, then the grievant is precluded from taking further action and the grievance is final.

- viii. If the President or designee rejects the findings or recommendations of the UHRC, then he/she may propose an alternative disposition, modification and/or settlement. If accepted by the grievant, the grievant must communicate said acceptance to the SNHU President or designee, Department of Human Resources, President of the Association, and Convener in writing within five (5) days of the receipt of the written communication from the SNHU President or designee. If accepted by the grievant, this precludes the grievant from taking further action and the grievance is final.
- ix. Upon acceptance by the President or designee of the UHRC findings and recommendations, or upon acceptance by the grievant of the President or designee's alternative disposition, modification and/or settlement, the resolution shall be implemented by Administration as soon as practicably possible.
- x. The grievant reserves the right to proceed to [Article IV.C](#) following any decision of the President or designee not endorsing the grievant's requested remedy, including the grievant's rejection of the President or designee's alternative disposition, modification, and/or settlement.

C. Arbitration Procedure

1. All grievances that have not been finalized as outlined in [Article IV.B.2](#) or otherwise resolved after Step Two of this [Article IV](#) may be submitted for arbitration by the Association.
 - a. If the Association determines that it wishes to bring the grievance to arbitration at the request of and on behalf of the grievant, it must within thirty (30) calendar days of the final step of the grievance procedure deliver a demand for arbitration to the American Arbitration Association (AAA) and shall communicate that action to the Department of Human Resources.
 - b. Failure on the part of the Association to deliver a demand for arbitration within thirty (30) calendar days shall result in the conclusion of the grievance and acceptance by the Association and the grievant of the final decision of the grievance process. The Association and SNHU may mutually agree to extend the time limits of [Article IV.C.1.a](#). This mutually agreed upon extension must be in writing. Requests for extension may be initiated by either party in writing.
 - c. The grievant, by requesting the Association to submit the grievance to arbitration agrees to accept the decision of the arbitration as final as stipulated in [Article IV.C.3](#) below.
2. If the grievance proceeds to arbitration, then the arbitration process shall be conducted by an external qualified arbitrator, operating under the rules of and selected through the AAA, who is mutually agreed to by SNHU and the Association. The procedure for the selection of the arbitrator will be as follows:
 - a. The Association and SNHU shall communicate promptly to choose the arbitrator no later than thirty (30) calendar days from the date of receipt of the demand for arbitration. If no selection can be made within such thirty (30) day period, then either party may request a list from the AAA, and selection shall be made in accordance with the rules of the AAA.

- b. The Arbitrator shall have no power to add to, subtract from, modify, or disregard any of the provisions of this Agreement. In the event the question before the Arbitrator is whether the asserted grievance is properly the subject of arbitration, including issues of timeliness, the arbitrator shall first decide that issue and determine whether to hear the substance of the case.
 - c. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitration shall be assessed by the AAA and the arbitrator and shall be shared equally by the Association and SNHU.
3. The Association, SNHU, and the grievant agree to abide by the decision of the arbitrator, which is final and binding on all parties. These parties, however, retain whatever legal rights they have under state and federal law as well as the ability to appeal errors of law to the courts.
4. Unless otherwise mutually agreed upon in writing by the Association and SNHU, each arbitration hearing shall deal with not more than one (1) grievance.

ARTICLE V – GOVERNANCE

A. Association Representation and Participation on the Board

1. Full Board.
 - a. Covered employees shall identify one (1) candidate according to procedures adopted by the Association, to be nominated to serve as an Association Representative to the Board of Trustees.
 - b. Those eligible for nomination must have completed four (4) years of full-time employment at Southern New Hampshire University at the time of their nomination.
 - c. The Board of Trustees will consider the Association nomination(s) in accordance with its practices and established procedures.
 - d. When the nominee is elected by the Board of Trustees, then the period of representation will be in accordance with terms as established by the Board.
 - e. The Association Representative elected must consult with and report to the Association membership before and after meetings. Unless information is specifically identified as confidential by the Chair of the Board or by the President of the University, the Association Representative is free to share the information with Association members and/or with the Association's Executive Committee.
 - f. The University, through the President's Office, shall provide resources necessary for the Association Representative to conduct informational meetings and distribute written reports.
 - g. The Board may go into Executive Session, and at the discretion of the Board Chair, the Association Representative may be excused and not participate in that part of the meeting.

B. University Human Resources Committee (UHRC)

1. The primary function of the UHRC is to hear grievances at Step Two as detailed in [Article IV](#).
2. The UHRC shall consist of twelve (12) members; six (6) appointed by the President and six (6) covered employees selected by the Association according to procedures it adopts. UHRC members may serve for successive terms.
3. Upon a grievance reaching Step Two in accordance with the procedures detailed in [Article IV](#), the UHRC shall establish a Hearing Sub-Committee that is drawn from its membership consisting of six (6) members: three (3) members shall be appointed by the President or their designee and three (3) members shall be selected by the Association. The parties may designate other members from its respective membership to serve as alternate members of the Hearing Sub-Committee.
4. The UHRC shall conduct its hearings in a manner that ensures that the positions of both the grievant and the Administration are adequately heard. It shall operate under the procedures outlined in [Article IV](#) and all grievance hearings conducted by the UHRC shall be considered confidential.

C. Committee Representatives

1. The Association, using procedures adopted by the Association, will forward to the President of the University the names of its UHRC representatives on or before September 30th of each academic year. The Association will also submit the names of its representatives to the Chief Human Resources Officer.
2. The President of the University will forward to the President of the Association the names of the individuals appointed to the UHRC on or before September 30th of each academic year.
3. The timelines called for in [Article V.C.1](#) and [V.C.2](#) may be extended by mutual agreement.

D. Academic Governance

1. The Board of Trustees, the Administration and the Association recognize the importance of academic governance to guide curriculum development and academic policies and procedures. These matters are included in the Academic Governance document of the respective business unit.
2. Most changes in academic governance can occur through the academic governance process. Major changes to academic governance proposed and approved by the Faculty Senate shall follow the then prevailing Academic Governance document and require a 3/5 vote of approval of all voting members as defined in the Faculty Senate bylaws. It is expected that any major change to the Academic Governance document proposed to the Board of Trustees by the Faculty Senate will follow discussion and consultation with the Administration.
3. Major changes to academic governance may also be proposed by the Administration. It is expected that any major change to the Academic Governance document proposed to the Board of Trustees by the Administration will follow discussion and consultation with the Faculty Senate.
4. All such proposed major changes, from either the Faculty Senate or the Administration, shall require the approval of the Board of Trustees following discussions with the appropriate committee of the Board of Trustees (as determined by the Chair of the Board). When either the Senate or the Administration is unable to agree with the proposal of the other party, then the Senate President or the University President may present an alternative position directly to the Board of Trustees.
5. It is recognized by the parties that the Academic Governance document may be revised from time to time; however, no change in the Academic Governance document can extend or alter provisions in the Agreement and in all cases where the Agreement and the Academic Governance document are at odds, the provisions of the Agreement control. The Board of Trustees has final authority to modify and approve matters of academic governance as well as those policies, procedures and practices that fall outside of the Agreement.

E. Meet and Discuss

1. The Association and the University agree that the President of the Association and the President of the University or their designee(s) normally meet on a monthly basis during the term of this Agreement to “meet and discuss” and review contractual matters that have

come to the attention of the Association or the Administration. The purpose of these meetings is to provide for the smooth functioning of and adherence to the terms of this Agreement by both parties. Though the named individuals would be the usual participants in these meetings, either side, upon consent of the other, may bring additional individual(s) to add expertise or information concerning the matter or issue that has arisen. If a matter or issue cannot be resolved through such meetings, either party may pursue other avenues allowed under this Agreement to obtain redress. Upon request, the President of the Association shall be provided with a financial update from Administration in the Meet and Discuss meeting up to two times per calendar year or otherwise upon request (but not requested more than once per quarter unless upon mutual agreement). If requested, the Administration shall provide the financial update within a reasonable time, which shall include an income statement with a summary of income and expenses. The parties can mutually agree to add a Meet & Discuss meeting as necessary to review financials and invite the appropriate parties. In addition, through information shared during the Meet and Discuss meetings, the Association will be provided with the opportunity to review and recommend non-mandatory changes in Medical Insurance ([Article XVIII.A](#)) to the University President for their approval.

ARTICLE VI - PERFORMANCE EVALUATION

The evaluation of the professional activities of all covered employees is essential for the maintenance of academic and professional standards of excellence.

The purposes of evaluation are to recognize and provide feedback on good performance and the achievement of goals, to enhance the improvement of individual professional performance, to measure the job performance of covered employees and to provide the basis for development, improvement, retention, promotion, and other personnel decisions. In the event an evaluation indicates a need for professional development and/or improved performance then generally a detailed development plan shall be corrective and progressive in nature. Certain deficiencies may be of such seriousness that immediate discharge or other disciplinary action is warranted.

A. Performance Evaluation for Faculty

1. All faculty shall submit an annual self-evaluation outlining their teaching and mentorship, service to the university, and scholarship and creative pursuits in accordance with the procedures and timeframes outlined in [Article X.D](#). This document becomes a part of the faculty member's personnel file and is maintained in the office of the chief academic officer of campus.
2. For faculty in their first and second year of appointment and for faculty whose rolling contract has not been renewed, an evaluation may be conducted at least twice each year by the Dean or designee from the appropriate academic unit and must include class/teaching observations at least once per year.
3. The Vice President of Academic Affairs (VPAA) (chief academic officer of campus) may re-issue a rolling contract at their discretion if concerns arising from certain specified performance criteria have been adequately addressed.
4. For faculty in their third and fourth year of appointment, an evaluation may be conducted at least once each year by the Dean, department chair, or designee from the appropriate academic unit and may include class/teaching observations at least once each year.

For faculty who are on rolling contracts, the Dean, department chair, or designee from the appropriate academic unit may conduct a formal evaluation, which may include class/teaching observations, no more than once every three (3) years. Faculty will be placed on a rotation schedule determined by the VPAA (chief academic officer of campus) so that approximately one-third of the faculty on rolling contracts come up for evaluation each year. Should a formal evaluation be conducted, the process will be as follows:

- a. An evaluation of the past three years may be conducted by the Dean, department chair or designee from the appropriate academic unit. The evaluation is intended to improve performance, recognize accomplishments and to support certain personnel actions.
- b. By October 1st, the Dean, department chair or designee from the appropriate academic unit will inform the faculty member who is to be evaluated prior to the issuance of a continuing rolling contract.

- c. The Dean or designee from the appropriate academic unit shall make a recommendation to the VPAA (chief academic officer of campus) regarding the continuation of a rolling contract based upon the evaluation process.
 - d. Each faculty member shall be apprised of their evaluation of the past three (3) years and the Dean's or designee from the appropriate academic unit recommendation prior to the report being submitted to the VPAA (chief academic officer of campus).
 - e. The faculty member will have the opportunity to comment, in writing, concerning the evaluation of the past three (3) years which is being submitted to the VPAA (chief academic officer of campus). The comments of the faculty member will be provided along with the evaluation report being submitted to the VPAA (chief academic officer of campus).
 - f. The VPAA (chief academic officer of campus) shall make the final decisions regarding the continuation of a rolling contract. If a rolling contract is not continued, the current existing contract shall become a terminal contract.
5. Lecturers may be evaluated at the discretion of the VPAA (chief academic officer of campus) by the Dean, department chair, or designee from the appropriate academic unit, and would normally include class/teaching evaluation.
 6. In completing their evaluation, the Dean or designee from the appropriate academic unit will consult with the appropriate Department Chair, program coordinator or other immediate supervisor, if applicable. The evaluations called for above are expected to be completed by the Dean or designee from the appropriate academic unit no later than May 1st.
 7. In completing the evaluation, the Dean, department chair or designee from the appropriate academic unit will meet with the faculty member to discuss the evaluation(s) and where appropriate will outline expected performance improvement and possibly other required actions. The faculty member will sign the evaluation document indicating that they are aware of its contents and has met with the Dean, department chair or designee from the appropriate academic unit to discuss the evaluation. The faculty member has the right to include their written comments regarding the evaluation to be included in the file containing the evaluation.
 8. Copies of the completed evaluation document will be distributed by the Dean, department chair or designee from the appropriate academic unit to the faculty member and to their personnel file maintained in the office of the chief academic officer of campus. A copy of the faculty member's Faculty Plan will be included with the evaluation document.
 9. Individual faculty workloads will be documented in a Faculty Plan in accordance with the procedures and timeframes outlined in [Article X.D.](#)
10. Class/Teaching Observation
- a. The VPAA (chief academic officer of campus) or designee, or the Dean or designee from the appropriate academic unit may schedule a class visit for the purpose of observing a faculty member in their teaching/learning environment. In scheduling this

visit, the individual scheduling the class observation will normally schedule the visit at a time, place and duration deemed appropriate by the parties.

- b. The class/teaching observation will be in accordance with the criteria developed by the appropriate academic unit and in keeping with [Article X](#). The form and criteria utilized will be provided to the faculty member, upon request, prior to the class/teaching observation.

B. Performance Evaluation Process for Faculty

1. The faculty evaluation process begins with the individual faculty member, who is responsible for keeping complete and accurate records of all activities related to their professional growth and development. The information shall be summarized in the faculty member's self-evaluation report as part of the Annual Review conducted in accordance with [Article X.D](#).
2. In making their evaluation and recommendations, the Dean or designee from the appropriate academic will confer with the appropriate Department Chair and will consider those responsibilities outlined in [Article X](#) and elsewhere in the Agreement.
3. Each faculty member shall be apprised of their evaluation and the Dean or designee from the appropriate academic unit recommendations prior to the evaluation report being submitted to the VPAA (chief academic officer of campus).
4. The faculty member will have the opportunity to comment, in writing, concerning their evaluation, and will sign the evaluation document indicating that they are aware of the content. Failure of the faculty member to sign the evaluation document, after a reasonable period of review, indicates acceptance that the evaluation will become a part of the faculty member's personnel file.

C. Faculty Evaluation for Initial Rolling Contracts

1. During a faculty member's fourth year of full-time faculty employment, a cumulative evaluation will be conducted by the Dean or designee from the appropriate academic unit. The Dean or designee will confer with the appropriate department chair.
2. By October 1st of each academic year, the Dean or designee from the appropriate academic unit will inform each faculty member who is scheduled for a cumulative evaluation prior to the issuance of the first rolling contract.
3. Each scheduled faculty member will submit a cumulative self-evaluation based upon progress made and accomplishments documented during their previous Annual Reviews. The self-evaluation shall also address the elements of their past and current Faculty Plans.
4. The Dean or designee from the appropriate academic unit shall make a recommendation to the VPAA (chief academic officer of campus) regarding the issuance of a rolling contract based upon the cumulative evaluation process.
5. Each faculty member shall be apprised of their cumulative evaluation and the Dean's or designee from the appropriate academic unit recommendation prior to the report being submitted to the VPAA (chief academic officer of campus).
6. The faculty member will have the opportunity to comment, in writing, concerning the cumulative evaluation which is being submitted to the VPAA (chief academic officer of

campus). The comments of the faculty member will be provided along with the report being submitted to the VPAA (chief academic officer of campus).

7. The VPAA (chief academic officer of campus) shall make final decisions regarding the issuance of a rolling contract. If a rolling contract is not issued, and in order to permit faculty to address certain specified performance criteria resulting from the cumulative evaluation, the VPAA (chief academic officer of campus) at their discretion, may elect to issue a terminal one-year non-rolling contract which would be issued on or before February 15th of the faculty member's fourth contract year. If during the terminal one-year non-rolling contract the performance issues have been resolved, the VPAA (chief academic officer of campus) at their discretion may then elect to issue a rolling contract.

D. Faculty Evaluation for Promotion

1. By May 1st of the preceding academic year, the Department of Human Resources, in consultation with the Dean or designee from the appropriate academic unit, will inform each faculty member who is time in rank eligible for promotion. The Department of Human Resources will also inform the chairpersons of the School Promotion Committee and the University Promotion Committee.
2. By May 15th of the preceding year, the Dean or designee from the appropriate academic unit will inform each of the eligible faculty members of the promotion review timetable, the institutional portfolio guidelines, and of the materials required for review based on the University, School and/or Program Unit's criteria.
3. By October 1st of the current academic year, the faculty member applying for promotion will notify the Dean or designee from the appropriate academic unit, the School Promotion Committee and the University Promotion Committee of their intent to apply for promotion. In addition, the faculty member will submit at the same time the name of the person chosen to be their representative on the committee as called for in [Article VI. E.](#)
4. By December 1st the faculty candidate for promotion will prepare and submit their portfolio, along with the recommendations as specified in the guidelines, to the Dean or designee from the appropriate academic unit, following the published institutional portfolio guidelines and in accord with University, School and/or Program Unit criteria and those expectations set out in this [Article VI](#) and in [Article VII](#).
5. By January 1st the Dean or designee from the appropriate academic unit will make available the portfolio materials to the School Promotion Committee. The Dean may request an opportunity to meet with the School Promotion Committee and the School Promotion Committee will not unreasonably deny this request.
6. If an academic unit does not have, or is unable to have, a Promotion Committee (e.g., Library or a school with insufficient numbers of eligible faculty to serve on the School Promotion Committee) then the Dean or designee from that academic unit will make available, by January 1st, the portfolio materials to the University Promotion Committee and the VPAA (chief academic officer of campus). In these instances, the Dean or designee from the appropriate academic unit may request an opportunity to meet with the University Promotion Committee and the University Promotion Committee will not unreasonably deny this request.
7. The School Promotion Committee will first review the portfolio for completeness, contacting the candidate and the Dean or designee from the appropriate academic unit to clarify questions or to supply missing information. The School Promotion Committee will

evaluate the portfolio, make its recommendation, and forward it to the Dean or designee from the appropriate academic unit by February 1st. The School Promotion Committee will simultaneously inform the candidate and the University Promotion Committee of its recommendation.

8. The Dean or designee from the appropriate academic unit will also evaluate the candidate's portfolio and may contact the candidate or the School Promotion Committee for clarification or discussion. The Dean or designee from the appropriate academic unit will make an independent recommendation and forward their recommendation to the VPAA (chief academic officer of campus) by March 1st, the candidate will also be informed of this recommendation. Also, by March 1st, the Dean will forward the portfolio material to the VPAA (chief academic officer of campus in order for the material to be available for the University Promotion Committee).
9. The University Promotion Committee will then review and evaluate all the candidates' portfolios, ensuring equity and integrity in the process. The University Promotion Committee will submit its recommendations to the VPAA (chief academic officer of campus) by April 1st. The Committee will also inform the candidate, the Dean or designee from the appropriate academic unit and the School Promotion Committee of its recommendation.
10. The VPAA (chief academic officer of campus) will then evaluate the candidate's portfolio and the previous recommendations, and will confer with the President. If the candidate's application is denied by the VPAA (chief academic officer of campus), the candidate will be notified by May 1st. If the candidate's application is approved by the VPAA (chief academic officer of campus), the VPAA's (chief academic officer of campus) recommendation to promote will be forwarded to the Provost (Chief Academic Officer), who will forward it through the President to the Board of Trustees for its decision which shall normally occur in the Spring. The VPAA (chief academic officer of campus) will notify the candidate of their recommendation to the President and the Board of Trustees prior to the normally scheduled Spring meeting of the Board.
11. Within ten (10) days following the action of the Board of Trustees, the VPAA (chief academic officer of campus) will inform the individual faculty member of the Board of Trustees action with respect to their recommendation for promotion.

E. Peer Review Committees

1. Structure and Membership of School Promotion Committee. The number of faculty members serving on the School Promotion Committee, as determined by the Dean or designee from the appropriate academic unit, will depend on the number of full-time faculty of the school units (e.g., 3 for smaller ones; 5 for larger ones). The candidate will choose an additional committee member from a list of three discipline-related representatives provided by the Committee. This Candidate Representative will be a voting member, serving on the Committee only during discussions of the represented candidate. The candidate's department chair will also serve on the committee as a voting member. The other committee members will be elected for staggered two-year terms in order to promote consistency and stability on the committee.
2. Structure and Membership of University Promotion Committee. The University Promotion Committee will consist of one voting faculty member from each school (which may also include a library faculty member) and one voting professional staff member from the covered professional staff. Voting members will be elected by the constituency they

represent. In addition, the Candidate Representative to the School Promotion Committee will serve as a non-voting member of the University Promotion Committee, serving on the Committee only during discussion of the represented candidate.

3. **Criteria for Committee Service.** Prospective representatives are to be nominated and all nominations must be seconded. Prospective faculty representatives on School or University Promotion Committees must be at the Associate Professor rank or higher and must be on a rolling contract with the exception of the Candidate Representative as noted in [Article VI.E.2](#). No representative may serve as a voting member on both the School and the University Promotion Committees.
4. In an instance where the school unit does not have enough faculty who are eligible to serve on their School Promotion Committee, candidates for promotion should go before the University Promotion committee in order to receive the required peer review.

F. Committee Functions

1. **School Promotion Committee: Functions**
 - a. The School Promotion Committee will meet to review the institutional portfolio guidelines established by the University Promotion Committee, and to specify and clarify how these guidelines relate to any criteria particular to the structure and mission of the University, School or Program Unit.
 - b. When reviewing and evaluating an applicant's portfolio, the School Promotion Committee will be responsible for following school/discipline-specific criteria for promotion as well as the University and other criteria contained in the Agreement. The School Promotion Committee will forward its recommendation to the Dean or designee from the appropriate academic unit. The School Promotion Committee will simultaneously inform the candidate and the University Promotion Committee of its recommendation.
2. **University Promotion Committee: Functions**
 - a. The University Promotion Committee will meet to establish institutional portfolio guidelines, a universal timetable and reinforce the language of the Agreement as common expectations for all covered members of the faculty.
 - b. The University Promotion Committee reviews all faculty portfolios and their associated School Committee recommendations. The University Promotion Committee also reviews and evaluates the portfolios of the Library faculty. The University Promotion Committee reviews all portfolios to ensure integrity and equity in the promotion process and presents its recommendations to the VPAA (chief academic officer of campus).
 - c. This recommendation is also communicated to the candidate, the Dean or designee from the appropriate academic unit and the School Promotion Committee.

G. Performance Evaluation for Covered Professionals

1. The covered professional member's (or "employee") evaluation process begins with a review and understanding of the job expectations as outlined in the current approved position description which is maintained by the Office of Human Resources and is considered a part of the employee's personnel file. The employee may request from Human Resources a copy of the existing job description.

2. The annual performance evaluation, including any mid-year and supplemental evaluations, will consider the extent to which the employee has performed in relation to their position description, specific performance goals and objectives which had been established at the time of hiring or as part of any previous performance evaluation or program/department plans. Normally, future goals and objectives are established in discussions with the employee during the evaluation process for the prior period.
3. The self-evaluation process begins with the employee who is responsible for keeping complete and accurate records related to their professional growth, development and attainment of goals and objectives. The information will be summarized in an annual self-evaluation report which is submitted by April 15th to their supervisor.
4. By May 15th of each year, the employee's supervisor will submit to the appropriate next level supervisor an annual written performance evaluation for each employee that they supervise in Workday, who will have the opportunity to review the evaluation. The evaluations process should be completed by the end of the fiscal year (June 30th).
5. Managers shall provide in advance a copy of the finalized evaluation to employees through Workday before reviewing with them. The covered professional shall acknowledge receipt of the evaluation indicating that they are aware of the content it. Failure of the employee to sign the evaluation document, after a reasonable period of time for review by the employee, indicates acceptance by the employee that the evaluation will become a part of the employee's personnel file. When acknowledging receipt of the evaluation, the employee will have the opportunity to provide a written statement related to the evaluation. Written comments will become a part of the final evaluation.
6. The final performance evaluation and any related written employee comments shall become a part of the employee's personnel file with all pertinent documentation. A copy will be provided to the employee upon request.
7. Prior to finalizing decisions regarding personnel matters the supervisor is free to confer with the Department of Human Resources or others.
8. The University is conducting a comprehensive review of the performance evaluation process for covered professional staff members during the term of this Agreement, which shall be implemented no earlier than the 2023/2024 performance cycle (the "Performance Evaluation Review"). The purpose of Performance Evaluation Review will be to consider changes to the current process that will improve efficiency and better promote professional growth and development of employees. The University will share any recommended changes to the performance evaluation process following its review with the Association for additional input and prior to any final decisions. The Association will also have the opportunity to submit its own recommendations to the University within a reasonable period of time, with the parties acknowledging and agreeing that the Chief Human Resources Officer shall have the ultimate decision-making authority to approve and implement any recommendations. To the extent that any changes implemented following the Performance Evaluation Review conflict with or are different from the process outlined in this [Article VI](#), the changes or new performance evaluation process shall be documented in the Employee Handbook.

H. Reclassification of Professional Staff

1. Should the responsibilities of a covered professional's position change to meet the needs of the University, that position may be reclassified, with notice to the Association in accordance with [Article I.C.2](#)
2. A request for reclassification may be submitted by the covered professional through the supervisor or directly by the supervisor to their HR Business Partner.
3. A reclassification may also be warranted when:
 - a. The need for changed responsibility has been documented and approved by the Vice President and the Dean or Director of the division.
 - b. The position description reflects changed administrative and/or professional responsibilities.
4. Approved reclassification requests should be evaluated under the University's Compensation and Classification Program to have a grade determination/compensation review.
5. Salary adjustments made as a result of reclassification are to be reflected in the new base salary of the individual.

I. Promotion of Professional Staff

1. Recommendations for promotion will be brought to the senior level officer of the department. Final approval by the senior leader and/or President may be required. Typically, these requests must be submitted for approval during the budget development process. However, consideration may be given during the course of the year. Salary adjustments made as a result of promotion or reclassification are to be reflected in the new base salary of the individual.

J. Supplemental Performance Evaluations

1. A covered employee, for reason(s) stated by the employee, has the right to request, in writing, a supplemental performance evaluation using the evaluation guidelines and procedures set forth in [Article VI](#). Approval of the covered employee's request shall not be unreasonably withheld.
2. The University may reasonably conduct additional evaluations at other times if there are indications of performance concerns and may conduct additional informal evaluations to provide ongoing feedback to the employee. For employees whose normal job duties include a teaching assignment (i.e., not an overload teaching assignment), the supplemental performance evaluation process normally will include class observations.

ARTICLE VII - RANK AND POSITION QUALIFICATIONS AND CRITERIA

A. Faculty

Southern New Hampshire University is a multi-dimensional institution of higher learning, and faculty members conduct their teaching, advising, scholarly activity and service in diverse settings within the University.

While the individual schools and the library have developed criteria and expectations for each rank for their respective units, the following common standards and expectations apply to all covered faculty members.

1. Ranks. The following full-time faculty ranks are recognized at the University:
 - a. Lecturer - Lectureships may be established to provide a more flexible faculty position that lessens the University's dependence on adjunct faculty and assists the University in obtaining faculty for those positions that, because of market forces, are more difficult to fill. The position will be covered by this Agreement.
 - i. When a lecturer position is created for a department and the need for a full-time position still exists in that department after three (3) years then a regular faculty member shall be recruited for the position. Upon hire of a full-time regular faculty member, the Lecturer position will be eliminated.
 - ii. Lecturers will receive fringe benefits in accordance with [Article XVIII](#). The designation of Lecturer will not require a Faculty Annual Plan or service on academic committees. The academic teaching load for Lecturers will consist of eight (8) courses annually.
 - iii. Nothing in this [Article VII](#) is intended to limit the University's ability to utilize Lecturers on a temporary basis in accordance with [Article I.B.1](#) for such purposes as, for example, covering faculty on sabbatical or other leaves of absence.
 - iv. Lecturers must have at least an earned Master's degree unless otherwise approved by the VPAA (chief academic officer of campus).
 - v. Lecturers will not be on the normal academic track and will serve at the pleasure of the University and employed as required by the academic priorities of the University.
 - vi. Individuals serving as Lecturers may be offered one-year contracts that may be renewed based on academic priorities and are expected to have the support of the Department Chair.
 - vii. If the Lecturer meets the position requirements, they shall be eligible to apply for any open faculty position in the department which shall generally be at the first level of appointment to a regular faculty position. If appointed, academic rank at that time will be negotiated by the appointee with the University.

- viii. Lecturers shall receive an annual base salary in alignment with market upon appointment, but no appointee shall receive a beginning salary exceeding the salary of any full-time faculty member in the School where the Lecturer is appointed. Once appointed, and subsequently re-appointed, Lecturers shall receive the annual percentage salary increases called for by the Agreement.
 - b. Instructor - Entry-level teaching position for a faculty member who holds an earned master's degree and has had limited teaching experience. Exceptions to this minimum requirement are permitted only in individual cases where the faculty member has unique qualifications that meet a specialized need.
 - c. Assistant Professor - A teaching position that requires an earned master's or other earned advanced degree in the field of assigned teaching. In addition, the individual has had successful teaching experience at an accredited institution of higher learning. Exceptions to this minimum requirement are permitted only in individual cases where the faculty member has unique qualifications that meet a specialized need.
 - d. Associate Professor - A teaching position that requires an earned doctorate in the field of assigned teaching; or who holds an earned master's degree with appropriate professional certification from a discipline related professional association. In addition to the requirements and exceptions of the Assistant Professor, the individual should also have a combination of professional and academic experience or other significant scholarly activities along with significant successful teaching experience at an accredited institution of higher learning. Exceptions to this minimum requirement are permitted only in individual cases where the faculty member has unique qualifications that meet a specialized need.
 - e. Professor - A teaching position that requires an earned doctorate in the field of assigned teaching. A faculty member with an "out-of-field" earned doctorate must have a combination of professional experience, research/publication, and/or additional course work in the primary teaching field. In addition to the requirements and exceptions of the Associate Professor, the individual shall have significant long-term effective teaching, academic advising, scholarly activity, or service to the University. Achievement of the rank of Professor represents a record of outstanding performance, significant personal involvement and long-term commitment to the University and its students. Those at the professorial rank are expected to assume leadership roles in program instructional improvement and in enhancing the quality of teaching, scholarship, and service at the University, thereby giving vitality and direction to the continued academic development of the University.
2. Expectations. Southern New Hampshire University is an institution which strives for excellence in teaching. Attention to the quality of teaching and the importance of instruction is primary in the evaluation of faculty for promotion in rank. In order to qualify for promotion in rank, a faculty member must show evidence of continued growth and accomplishments since their appointment or last promotion as detailed in their Faculty Annual Plan and other criteria as outlined in [Article VI](#) and [Article X](#). The faculty of each school and/or academic unit may add expectations and/or weights for promotion and rank based upon the unique characteristics of the school and/or academic unit subject to the approval of the Dean or designee of the academic unit and the VPAA (chief academic officer of campus).

3. Time in Rank

a. Minimum time in rank at the University is as follows:

- i. Instructor to Assistant Professor - 3 Years
- ii. Assistant Professor to Associate Professor - 5 Years
- iii. Associate Professor to Professor – 6 Years

Faculty members are eligible to be considered for promotion in rank during their final minimal year in current rank (e.g. Instructors may apply for promotion to Assistant Professor during their third year in rank.).

- b. For newly-appointed faculty members who have teaching or appropriate professional experience up to one year of time in rank credit may be granted to those appointed at the Instructor rank, and up to two years of time in rank credit may be granted to those appointed at the Assistant Professor or Associate Professor ranks. However, any time in rank credit granted or, in rare instances any credit beyond that permitted above, must be authorized by the Dean and the VPAA (chief academic officer of campus) and included in the Letter of Appointment.
- c. For newly-appointed faculty where a question of credentials arises, this matter will be decided by the VPAA (chief academic officer of campus), with appropriate school and/or discipline related consultation, and addressed in the Letter of Appointment.

4. The academic rank at hire should be determined by the same standards included in this document. However, the VPAA (chief academic officer of campus) shall have at their sole discretion the right to assign rank in special circumstances which vary from the criteria set forth in this [Article VII](#).

5. Following consultation with the faculty member, the VPAA (chief academic officer of campus) may shift a faculty member's responsibility from one academic unit to another. When this occurs, the faculty member carries their assigned rank and years in rank to the new assignment, but then must meet the criteria and expectations within that unit for future promotions in rank.

6. Faculty may apply for and be appointed to non-faculty administrative positions. Nothing within this Agreement is intended to provide such individuals with a right to return to the faculty unless otherwise provided for in the Letter of Appointment.

7. When a faculty member assumes administrative responsibilities in addition to their regular faculty responsibilities, the letter of assignment will specify, where appropriate, the individual's rights and responsibilities with respect to rank, time in rank, promotion, and other issues of promotion and rank.

8. Those covered professional staff having honorary faculty rank will retain such rank and their rights for advancement in rank. The President shall have the authority, at their discretion, to grant honorary faculty rank to covered professional staff members. All such covered professional staff will be treated in all aspects as professional staff and not as full-time faculty.

ARTICLE VIII - CONTRACTS

A. Faculty

1. During the first four (4) years at the University as a covered faculty member, except as defined in [Article VII.A.1.a.](#), an individual newly appointed to the faculty, shall receive an initial one (1) year contract. Unless otherwise notified, by June 1st, this one (1) year contract will renew automatically. For the fifth year, by June 1st, a faculty member, shall upon renewal receive a three-year rolling contract, except as provided for elsewhere in this Agreement.
2. Faculty holding rolling contracts may continue to be automatically renewed annually, thus providing the faculty member, upon renewal, with a full three-year term. Should a faculty member on a rolling contract not be renewed, they may work out the remaining two (2) years on their contract, or accept a settlement with the University. Nothing in this clause prevents the University from reinstating a faculty member to a new three (3) year rolling contract during the remaining two (2) years should it desire to do so, or from proposing a settlement with the employee.

B. Professional Staff

1. Those covered professional staff that were covered by the then existing Master Agreement on June 30, 1990, and employed by the University subsequent to July 1st, 1990, will retain their three-year rolling contracts following the same processes detailed for faculty under [Article VIII.A](#). These individuals will be evaluated annually for performance and renewal as provided in [Article VI](#). Professional staff that are covered by this section and who become faculty but subsequently revert to covered professional staff will retain their rights hereunder.
2. For newly appointed covered professional staff and for those employed after July 1st, 1990, such employees will be appointed on an annual basis.

C. Renewal Dates for Faculty and Professional Staff

1. For faculty and professional staff who have been issued a three (3) year rolling contract, this contract will automatically renew on February 15th except as provided in [Article VIII.D.2.a](#), [Article VIII.D.2.b](#) and [Article VIII.D.2.c](#) below.
2. For faculty in their first four (4) years in their covered position who have been issued a one (1) year contract, will have that contract automatically renew on June 1st except as provided in [Article VIII.D.1](#), [Article VIII.D.2.a](#), [Article VIII.D.2.b](#) and [Article VIII.D.2.c](#) below.
3. For professional staff hired on or before February 15, 2007, who have been issued a one (1) year contract, will have that contract automatically renew on February 15th except as provided in [Article VIII.D.2.a](#), [Article VIII.D.2.b](#), and [Article VIII.D.2.c](#).

4. All other professional staff who have been issued a one (1) year contract will have that contract automatically renew on June 1st except as provided in [Article VIII.D.2.a](#), [Article VIII.D.2.b](#), and [Article VIII.D.2.c](#).
5. Lecturers, if re-appointed, shall normally be notified of re-appointment on or before June 1st prior to the start of the next appointment period. These Lecturers offered renewal shall respond in writing of their intent to accept or decline a contract renewal on or before July 1st.

D. Renewal Rights

1. The University has the right to not renew an appointment if an employee is in the first two (2) years of their covered position. Notice of non-renewal will be provided in writing on or before June 1st.
2. For all other covered employees, the University has the rights to not renew an appointment only for the following reasons:
 - a. Just cause which includes inadequate job performance as identified in evaluations called for in [Article VI](#).
 - b. Planned reorganizations which result in the elimination of a position.
 - c. In accordance with the provisions of [Article XI – Program Flexibility and Retrenchment](#).

E. Disciplinary Action

1. The University has the right to discipline and discharge a covered employee during the term of their contract or appointment for reasons other than just cause in the first two years of their covered position as a result of evaluations called for in [Article VI](#).
2. For all other covered employees, the University may discharge or otherwise discipline during the term of their contract or appointment for just cause, which includes inadequate job performance as identified in evaluations called for in [Article VI](#).
3. Upon termination, in the cases identified in [Article VIII.E.1](#) and [Article VIII.E.2](#), the University may cease all compensation and other benefits permitted by law.
4. The above actions are subject to the provisions of [Article IV - Grievance and Arbitration](#).

F. Employment Contracts

1. For purposes of this Agreement, employment contracts refer to the term of employment for a covered employee as outlined in this [Article VIII](#). Any covered employee who assumes a different covered position within and for the University is considered to be continuously employed by the University. While such employee retains all the fringe benefits and privileges provided for in this Agreement, their salary may be adjusted to reflect changes in work year and/or responsibilities. Any covered employee who assumes a non-covered position as their primary position within and for the University is considered to be continuously employed by the University. The salary, benefits, and privileges of the non-covered position fall outside of this Agreement.

G. Notification

Notices of non-renewal will be sent by regular mail, certified return receipt mail, receipted hand delivery, or electronically by email to the employee's assigned University email address on or before the dates required in this Article.

ARTICLE IX - CONTRACT YEAR/WORK YEAR

A. Contract Year for Faculty

1. Unless otherwise required by the University, annual employment contracts, between the University and Faculty normally will commence on September 1st, or in the case of newly appointed employees, on the date of hire, and conclude on August 31st. All benefits and compensation, except as provided for below, extend for the entire contract period.
2. Faculty who retire effective at the conclusion of the contract year will retain their employment, compensation and benefits normally through August 31st of the year in which they retire.

B. Work Year

The work year defines the time span within which the obligations of the positions covered by this Agreement are carried out. In matters regarding compensation and benefits, the contract year and not the work year, shall apply. The work year is normally as follows:

1. Professional 12-month employee - September 1st through August 31st.
2. Professional 10-month employee - August 15th through June 15th – except for the work year for 10-month Resident Directors and 10-month staff members of the Wellness Center, whose 10-month work year normally will run from August 1st to May 31st. All benefits extend for the entire work year.
3. For faculty the work year begins one (1) week before the first day of classes for the fall semester and ends one (1) week after the traditional spring semester commencement ceremonies, except in situations where a faculty member's approved faculty plan includes work assignments that occur outside the normal work year (i.e., during the summer terms), in which case the work year for that faculty member shall also include the time periods for such work assignments.
4. In the event that a covered employee is terminated or is non-renewed or voluntarily resigns prior to or as of the end of their work year or prior to the start of their next scheduled work year, benefits and compensation will terminate as of the last day worked or, in the case of non-renewals, the last day of the contract, August 31. For faculty who have completed their work year and who subsequently resign, their resignation will be effective for the end of the contract year, August 31. Accrued PTO will be paid, where appropriate. Such employees shall have their COBRA and other federally mandated rights with respect to certain fringe benefits. Employees who leave the University and have fulfilled all their work year requirements and meet eligibility under the retirement plan, will receive their appropriate pension benefit contribution based on the retirement plan year.

Article X. Workload/Responsibilities

A. Faculty Roles and Responsibilities

1. As an institution primarily dedicated to teaching, we understand that our full-time faculty play a critical role in the learner experience. The University recognizes the positive impact that diverse faculty experiences have on the overall learner experience and views “teaching” broadly with full-time faculty having primary responsibility for curriculum, subject matter, and methods of instruction; for scholarship, creativity, and development of knowledge; for faculty professionalization and promotion; for service to the University and the profession; and for student engagement, advising, and mentoring. These comprehensive responsibilities constitute the workload of faculty. Faculty with full-time appointments shall regard the University as their primary employment and shall devote sufficient time to constitute full-time teaching and professional and applicable scholarly activity. No matter their individual roles, faculty are committed to professionalism, collegiality, and support for the mission and welfare of the University.
2. Fulfilment of these responsibilities rests on core values of equity in work and pay; academic freedom; flexibility in work; opportunities for professional growth; and on a culture of collegiality and collaboration. The University is committed to upholding these values, instilling trust between administration and faculty, and to providing incentives for innovation and excellence.
3. The primary responsibilities of faculty include:
 - a. Teaching and mentorship, service to the University, and scholarship and creative pursuits - Details regarding the workload associated with these responsibilities are outlined in [Article X.B.](#)
 - b. Student Support and Availability - Faculty play an important role in the holistic support of the overall student experience with primary emphasis on academic support. In this regard, faculty shall utilize the University’s electronic systems and platforms then in effect for academic and student support. In addition, faculty are responsible for being available for a minimum of five (5) office hours each week (Monday-Friday) outside of the traditional classroom setting during active academic semesters in order to support students. Scheduled office hours are subject to monitoring by the Department Chair/Dean/Program Director and the VPAA (chief academic officer of campus).
 - c. Celebrating student achievement - Faculty are required to attend at least one (1) of the commencement ceremonies that are offered. Faculty unable to attend, due to unforeseen circumstances, must provide written notice to their Department Chair, Dean and VPAA (chief academic officer of campus).

B. Faculty Workloads

1. A full-time faculty workload is a flexible metric for measuring and recognizing faculty productivity in terms of both credits taught (teaching load) and credit equivalencies for mentorship, service to the university, and scholarship and creative pursuits, as further described below in this Section B.

2. Except as otherwise provided in this [Article X](#), faculty members will be assigned a workload that is equivalent to twenty-four (24) credit hours per work year, which shall consist of a minimum base load of eighteen (18) hours of teaching courses offered through University College and up to six (6) flexible credit hours as further described in [Article X.C.](#), subject to approval in accordance with [Article X.D.](#) Faculty members may also request to be assigned twenty-four (24) teaching credit hours per work year. Workload records shall be maintained by the chief academic officer of campus.
3. Credit hours for in-person courses offered through University College will generally equal the credit hours received by the students for the course.
4. A faculty member's base load of teaching courses shall not fall below eighteen (18) credit hours per work year unless extenuating circumstances exist, which shall be reviewed by the Provost (Chief Academic Officer) or their designee for approval.
5. In the rare circumstance where a faculty member's approved Faculty Plan includes non-teaching assignments in excess of the faculty member's workload in a particular work year, the faculty member will be compensated through an appropriate stipend for those additional non-teaching assignments.
6. Library faculty members covered under this Agreement shall work under the direction of the VPAA (chief academic officer for campus), whose positions shall be defined by a job description as determined and changed from time to time by the VPAA (chief academic officer for campus) in consultation with the deans and the library faculty member involved, and approved by the VPAA (chief academic officer of campus). Library faculty workloads shall be documented in a faculty plan, which shall be reviewed and approved by the VPAA (chief academic officer for campus).
7. Faculty workloads consist of teaching and mentorship, service to the university, and scholarship and creative pursuits. The workload activities listed within each of the three broad categories below reflect important faculty contributions that are measured and recognized as part of faculty workload. Additional activities beyond those listed below may also count toward faculty workload.
 - a. Teaching and Mentorship
 - i. Effective teaching - meeting or exceeding SNHU standards for effective teaching, as documented by the Department Chair/Dean/Program Director or appropriate Vice President, by peers, by students and by self-evaluation. Effective teaching involves careful preparation for classes, maintenance of high professional standards of quality, and advising students on curriculum matters or professional opportunities or workplace expectations.
 - ii. Student mentorship - Faculty may support students through formal meetings and/or informal conversations regarding their program; course requirements and electives; course sequence and scheduling; and value-added opportunities such as a concentration, minor, internship, experiential education opportunities, and other collections of coursework in pursuit of their future career goals. Faculty may also provide student mentorship by offering support related to career options, additional learning opportunities beyond graduation, and other goals related to lifelong learning.

iii. Student engagement

1. Active participation in university wide academic or co-curricular student activities
 2. Advising student organizations, clubs, or honor societies
 3. Traveling with students; domestic or abroad
 4. Providing career exploration and professional engagement opportunities; such as guest speakers, remote attendance of live events, structured events utilizing media, etc.
 5. Partnering with external groups (business, non-profit, or government) to create connections for students
 6. Experiential learning and service-learning opportunities
- iv. Doctoral program responsibilities, including course taught, coordination of doctoral examinations, or supervision of doctoral dissertations.

b. University Service

- i. Service on governance committees
 - ii. Service to SNHUPEA; including President, Vice President, Treasurer, Secretary, and the Representative to the Board of Trustees
 - iii. Service to other functional areas of the University; including work with Global Campus and other emerging models of delivering learning experiences
 - iv. Service on community organizations
 - v. Service on state or national organizations
 - vi. Service to academic journals, academic conferences, or other academic institutions that promote the SNHU affiliation
- c. Scholarship and Creative Pursuits - Activities may include but are not limited to those activities presented in the Carnegie Foundation for the Advancement of Teaching in Ernest L. Boyer's publication "Scholarship Reconsidered" published by the Foundation in 1990. These activities include:
- i. The Scholarship of Teaching
 - ii. The Scholarship of Discovery
 - iii. The Scholarship of Integration
 - iv. The Scholarship of Application

C. Flexible Credit Hours

1. Flexible credit hours should be determined through collaboration by the faculty member and Chairs in consultation with the Dean and proportionate to the typical workload expectations within a particular program, discipline, or area.

2. Flexible credit hours may include, but are not limited to, additional teaching hours beyond the minimum base load, pedagogical work (e.g., 1 credit increments), collaborations or co-teaching (e.g., two co-teachers who may earn 1.5 credit hours each), doctoral program responsibilities (e.g., courses taught, coordination of doctoral examinations or supervision of doctoral dissertations), or credits for scholarly activities, student engagement, or committee work.

D. Faculty Plans

1. Individual workloads will vary in the relative proportion of teaching to other roles faculty play within the university, or where particular faculty skills are called upon to meet the needs of an initiative, department, or program. Workloads are best assessed and planned locally through close consultation between department Chairs and their respective Dean in order to evaluate the needs of students; the immediate and long-term needs of programs and departments; faculty contributions to service or scholarship/creative work; and adjustments to scheduling.
2. Effective as of the 2024-2025 academic year, faculty workloads shall be documented in a Faculty Plan and will be assessed through a flexible framework that allows for planned professional development for faculty before their Rolling Contract and flexible longer-term contributions thereafter. Faculty members shall work in consultation with the Dean or designee from the appropriate academic unit to identify and propose the appropriate number of teaching credit hours (with no less than eighteen (18) hours of teaching per work year) and/or flexible credit hours for that work year, which shall be documented in a proposed Faculty Plan and reviewed during the faculty member's Annual Review as outlined below. To help support newly hired faculty during their first year, when an offer is made, the Dean may consider the flexible credit hours/teaching load and evaluate whether a one course reduction in the first term would help the faculty acclimate to SNHU. The three credit hours of non-teaching time can be agreed to between the Dean and the Faculty member following consultation with the chief academic officer on campus and in accordance with [Article X.C.](#)
 - a. Annual Reviews—All faculty will submit annual self-evaluations of their teaching and mentorship, service to the university, and scholarship and creative pursuits by means of a carefully updated CV and accompanying narrative. Annual Reviews allow faculty to assess the effectiveness of their roles and responsibilities during the preceding year and evaluate their progress toward prior goals (such as scholarly projects or long-term administrative work). Annual Reviews are the primary means to prepare a proposed Faculty Plan and/or to justify or propose changes to current individual faculty workloads, which shall be submitted for review in accordance with [Article X.D.3.](#)
 - b. One-year Plans - faculty members who hold one-year contracts during the first four (4) years of employment as a covered faculty member will submit an annual plan for their teaching, scholarship, service, and student engagement, to be followed by an Annual Review of their updated CV and work toward their one-year plan. Annual plans will enable junior faculty to make effective academic plans and receive regular feedback as they build their credentials toward the Rolling Contract and promotion. Faculty who have gained their Rolling Contract may move to more flexible three-year plans as their

academic work changes. However, faculty with a Rolling Contract may decide to pursue one-year plans depending on their preferences and the nature of their workload.

- c. Three-year Flexible Plans - Faculty who have gained their Rolling Contract and wish to make multiple-year academic plans may opt for a Three-Year Flexible Plan. This plan is best suited for, but not limited to, faculty who are planning terms of department service as Chairs or Coordinators; planning extended school or university service as committee chairs; taking on leadership of special initiatives; taking on large student mentorship loads; or embarking on longer-term scholarly or creative projects. The plan should also identify any sabbatical leaves that the faculty member anticipates may be taken during the three-year period covered by the plan. Faculty on a Three-Year Flexible Plan will submit Annual Reviews and may propose a new Three-year Flexible Plan at its termination.
3. Proposed Faculty Plans shall be reviewed by the Dean or designee from the appropriate academic unit, who shall submit the proposed Faculty Workload Plan with recommendations to the VPAA (chief academic officer of campus), who shall review the plan in consultation with the Provost (Chief Academic Officer) as appropriate. The chief academic officer of campus shall have decision-making authority to approve or deny proposed Faculty Workload Plans except that the Provost (Chief Academic Officer) shall retain the power of review and final authority over any proposed Faculty Workload Plan. Decisions on Faculty Workload Plans shall be provided to the faculty member in accordance with the timeframes outlined in [Article X.D.4](#).
 - a. During the timeframe covered by an approved Three-Year Flexible Plan, the University may review and modify the workload as academic needs dictate. In addition, the faculty member may also seek to modify their approved workload during the three-year timeframe (normally, no more than once per work year). In either situation, the faculty member and the Dean shall first meet to review the plan and discuss any proposed modifications to the workload. The Dean shall submit the proposed modification(s) as well as any feedback from the other party to the chief academic officer of campus for review and final decision, in consultation with the Provost (Chief Academic Officer) as appropriate.
 4. Timeframes
 - a. Faculty Plans shall be submitted on or before November 1st. The Dean or designee from the appropriate academic unit will respond to the faculty member's Faculty Plan on or before March 1st and the Provost (Chief Academic Officer) will respond to the plan no later than April 30th.

E. Class Size

1. Class size recommendations will be determined in collaboration between the appropriate faculty member, Department Chair/Academic Department and the Dean or designee from the appropriate academic unit based on academic criteria. The recommendations shall be reviewed by the VPAA (chief academic officer of campus), who may either approve the recommendation or disagree with the recommendation, with a rationale provided in cases of disagreement. In the event of disagreement over class size recommendations, the

matter will be forwarded to the Provost (Chief Academic Officer) who shall consider the position and rationale of the affected parties and render a final decision. Normally, the class size shall not exceed thirty (30) students; however, arrangements to exceed a thirty (30) student class size shall be made in consultation with the affected parties and, in each case, the Provost (Chief Academic Officer) will have final authority, taking into account the impact on the faculty member's workload and calculation of teaching credits in accordance with [Article X.B.3](#). In the event of disagreement, the faculty member, Department Chair/Academic Department and the Dean shall have the opportunity to collect and present data to the Provost (Chief Academic Officer) on the student experience impact for reconsideration. This provision only applies to in-person courses offered through University College.

F. Responsibilities of Division/Department Chairpersons, Area Chairs and Program Directors

1. The roles and responsibilities of Division/Department Chairpersons, Area Chairs and Program Directors shall be recommended by the appropriate Dean, committee, or persons of each school and approved by the chief academic officer of campus.

G. Covered Professional Staff Responsibilities

1. Each covered professional staff member shall have a job description and is expected to meet identified goals and objectives as called for in [Article VI.G.2](#). Should a covered employee have any questions or concerns regarding any identified goal or objective, the employee is encouraged to meet with their manager and discuss any questions or concerns. The overall position will be defined by a job description that is updated in Workday and/or available by request from the Human Resources Business Partner which will include:
 - a. Position title
 - b. Position responsibilities and authority
 - c. Minimal qualifications of education and experience
2. Professional Staff shall serve on University committees, represent the University, attend School and/or Divisional/Departmental meetings as called, service to the University as outlined in [Article X.E.1.d](#). and perform other duties as reasonably requested.
3. Professional Staff are expected to be conversant with current developments in their respective disciplines and to maintain relationships with appropriate societies, industries and agencies. The University shall support approved activities through professional development funds.
4. All Professional Staff shall perform the duties set forth in the job description as outlined in [Article VI.G.1.](#), devote the time necessary to perform those duties and meet assigned goals and objectives as called for in [Article VI.G.2](#). The job description will include the business hours normally expected for the fulfillment of their responsibilities.
5. Professional Staff members performing extraordinary demands which exceed their normal professional responsibilities may, with the approval of their immediate supervisor, be granted appropriate leave time as long as it does not interfere with the operations of the

office. Paid teaching and other activities for which Professional Staff members are compensated or reimbursed are not included in the definition of "extraordinary demands." Supervisors will work out with the appropriate Vice President, Dean, or Director the process of notification for such leave time.

6. Professional Staff members who are required to work on national holidays observed by the University and on which the University is closed shall be given, subject to supervisor approval and applicable law, additional time off. Such approval shall not be unreasonably withheld.

H. Teaching Assignments Beyond a Normal Workload / Overloads

1. Faculty and staff are not required to accept teaching assignments beyond their normal workload (referred to herein as "overloads") unless they are so inclined to do so, and/or if the University requests a faculty or staff member to assume an additional assignment. Overloads may be offered for courses offered through University College, the University's online programs, or other contingencies such as high-demand sections, late additions to curriculum, and for special arrangements where a faculty member offers additional mentorship, assessment, or oversight for experiential pedagogy or practices.
2. Faculty members shall have first priority over professional staff to accept overload assignments in terms that fall outside their normal work schedule.
3. Maximum Number of Overloads per Work Year
 - a. Normally, eligible faculty members may accept no more than eight (8) approved overload assignments per work year. Faculty members may teach no more than one (1) overload course per term that falls within their normal work schedule (i.e., fall and spring terms) and up to three (3) courses per term that falls outside their normal work schedule (i.e., terms that primarily take place over the summer).
 - b. Eligible professional staff may accept no more than four (4) approved overload assignments per work year, as long as the assignments do not interfere with normal work hours. Additionally, eligible professional staff may only work one (1) overload assignment at a time in order to better support the employee's ability to manage their overall workload while maintaining their primary job responsibilities.
 - c. Notwithstanding the limitations above, the University may offer additional teaching assignments to eligible faculty members and eligible professional staff based on business needs as determined by the University.
4. All requests for overloads must be approved by the chief academic officer for online or campus (as applicable) with consideration given to the program's academic and fiscal integrity. Requests for overloads for professional staff must also be approved by the Vice President or Director of the professional staff member's department.
5. Notice of the availability of undergraduate and graduate courses for teaching shall be posted on either an electronic or other job board by the University to give faculty and professional staff notice as soon as practicable and no more than one year ahead of the date of the available course. The postings provide the information necessary, when faculty and staff submit a request for teaching assignments, based on the appropriate deadlines. The posting will carry a deadline date by which the faculty and professional staff member must request the teaching assignment.

6. The Department Chair/Program Director/Dean/appropriate Vice President/VPAA (chief academic officer of campus) will assign and monitor additional teaching assignments in light of accreditation expectations, institutional needs, teaching performance and in relationship to an individual's professional development activities.
7. Teaching assignments accepted outside of a faculty or professional staff members existing school or business unit, are subject to the management and oversight of the unit responsible for delivering the teaching assignment.

I. Consulting and Other Professional Activities

1. Faculty members and professional staff may assume outside consulting and other professional activities, provided such commitments do not interfere with University obligations or constitute a conflict of interest, in accordance with the Employee Handbook. University services and resources shall not be used in support of private, income-producing activities. If a covered employee uses such services and resources without prior approval, they shall reimburse the University and may be subject to disciplinary action.
2. No faculty member or professional staff member may accept a teaching or other appointment at another college or university during the work year without prior approval from the employee's appropriate leadership.
3. Faculty and professional staff are required to summarize consulting and other external professional activities on their Annual Review or self-evaluation.

J. Other Assignments

1. Faculty and professional staff may be requested to perform major coordination or major administrative duties related to certain aspects of programs in addition to the normal duties. When professional staff or faculty accept such duties, these duties will be considered in the total assessment of their workload for the year and appropriate stipend, released time, or credit may be offered.
2. The teaching responsibilities and other duties of the faculty members or professional staff as specified in this [Article X](#) will be assigned by the Department Chair/Dean/Program Director/appropriate Vice President from the academic unit and subject to the approval of the Provost (Chief Academic Officer).

K. Alternative Workload Agreement

1. In extenuating circumstances, an alternative workload may be proposed by a covered employee and must be agreed upon and approved by the Department Chair/Dean/Program Director, the applicable Executive member and the Department of Human Resources. Such approval shall not be unreasonably withheld.

ARTICLE XI - PROGRAM FLEXIBILITY AND RETRENCHMENT

A. Program Flexibility

1. The University maintains program flexibility by being responsive to unfavorable regulatory, economic, demographic/enrollment and other environmental conditions. However, program flexibility rights of Administration shall not be employed in a punitive fashion against any SNHUPEA member. Program flexibility actions by Administration shall be reviewed one (1) year from the date of implementation to determine whether the actions remain necessary. Said review shall be conducted by Administration in conjunction with the SNHUPEA Executive Board, or subcommittees thereof.
2. The following actions may be taken by the President, or designee, in consultation with appropriate administrators and the Executive Board of the Association in order to retain such flexibility. In an effort to minimize impact on the elimination of jobs, the President will consider, but is not required to institute any of the suggested program flexibility measures prior to instituting a reduction in force. The University will make available to the Association the data and information used to determine the need for program flexibility.
3. Program flexibility alternatives which may be implemented by the President will include, but are not limited to:
 - a. Modifications of workload or reassignment when qualified at the request of either the institution or the employee
 - b. Early retirement opportunities
 - c. Salary reductions provided such reductions only remain in effect for a maximum of one (1) year
 - d. Reduction in the pay rate for teaching beyond the normal workload provided such reductions only remain in effect for a maximum of one (1) year
 - e. Reduction of personnel through attrition
 - f. Termination of non-essential temporary or part-time employees
 - g. Suspension of sabbatical leaves and other professional development benefits provided such reductions only remain in effect for a maximum of one (1) year
 - h. Furloughs without pay for up to one (1) month

B. Retrenchment and Reduction in Force

1. While the University may take the particular measures in [Article XI.A](#) to deal with unfavorable regulatory, economic, demographic/enrollment and other environmental conditions, nothing shall preclude the University from laying off faculty and staff due to the following circumstances. However, retrenchment and reduction in force rights of Administration shall not be employed in a punitive fashion against any SNHUPEA member.
 - a. Declining enrollment in particular colleges, programs, departments, or disciplines.
 - b. The elimination or downsizing of a college, program, department or discipline or a reduction in the number of courses or sections offered.
 - c. Shifting priorities and approved strategic plans, with prior notice to the Association in accordance with Section B.3 of this [Article XI](#).

- d. Serious financial considerations that in the judgment of the University jeopardize the long-term survival of the University; thereby requiring a reduction in staff or faculty.
2. The University shall determine the colleges, programs, departments or disciplines where the reduction in force shall occur, subject the procedures noted in [Article XI.C](#).
3. Reductions in force may occur at any time. However, whenever the University plans a reduction in force, it shall notify the Association and any employee identified for a proposed layoff at least thirty (30) calendar days in advance of the effective date of any proposed reduction in force. The notice to the Association will identify the areas, departments, classifications, positions and individuals that may be affected by proposed reductions and will state the reasons for the proposed reductions. The University shall provide relevant data and information used to support its decision, including a citation to the specific subsection within [Article XI.B.1](#) relied upon by the University. The University shall provide advance notice to the Association President and Association Vice President at least five (5) business days prior to providing notice to any employee identified for potential layoff, with the understanding that the Association President and Association Vice President agree to keep such information confidential.

If the Association wishes to discuss the proposed reductions with the University, it must notify the University within ten (10) calendar days of the receipt of the thirty (30) day notice of proposed reductions. Upon receipt of a request to meet, the University and the Association President will meet and discuss the potential reduction in force. At the meeting the Association is free to present its own alternatives in writing for dealing with the planned reduction in force situation. The University will consider any such alternatives in good faith and respond to the Association within five (5) calendar days after the meeting.

In addition to severance provided in [Article XI.B.9](#), any employee who is laid off under the provisions of this Article will be provided outplacement services for a period of three (3) months to assist in job transition.

4. Personnel terminations will be guided by various factors including but not limited to program need, rank (where appropriate), seniority and performance; teaching experience (where appropriate); credentials and qualifications (including sub-specialties and areas of particular expertise). Personnel who are terminated and who have rank and/or seniority and who qualify for other open positions within the University must be considered for reassignment to another appropriate position.
5. Persons discharged as a result of a reduction in force shall be advised via website postings of the opportunity for re-employment. Such persons must apply for posted positions and will have priority reappointment opportunities for the same position from which their employment was eliminated for a period of one (1) year from the reduction in force.
6. Anyone selected for a position must indicate acceptance of it in writing within five (5) business days of the written offer. A person reinstated or appointed under these conditions will not lose any previously accumulated seniority. However, seniority will not be accumulated while not actively employed by the University.
7. Notwithstanding the above, and in order to respond to the declining program enrollment, shifting priorities, approved strategic plans, or outsourcing, the University maintains its right to phase out, eliminate or reduce programs and the covered faculty and staff involved, subject to the procedures in [Article XI.C for Academic Programs](#) and [Article XI.B for professional staff](#).

8. Existing individual faculty contracts shall be honored with regard to the remaining term on the individual contract and compensation, including annual adjustments, as prescribed in this Agreement.
9. Professional staff will be provided the option to receive severance pay in the gross amount equal to two weeks of pay for each completed year of service with SNHU with a minimum severance of one (1) calendar month and a maximum of twelve (12) months. Following termination, employees will have the option to elect COBRA coverage for benefit continuation and will receive a lump sum payment for the benefit elections (medical, dental, and/or vision) they were enrolled in as of their termination date. The lump sum shall approximately equal the employer portion that would have been paid on the employee's behalf for these benefits for the weeks used to calculate the amount of severance pay, in addition to the COBRA administrative fee. This lump sum will be calculated using the benefit rates then in effect at the time the severance option is offered and will be grossed up for tax purposes. Upon request by the employee or the Association, Human Resources will provide the details as to how the lump sum was calculated for that particular employee. An employee's eligibility to receive the severance pay and the benefits lump sum amounts will be conditioned on the employee's execution of a severance agreement. This severance for professional staff is in lieu of any remaining term or compensation which may exist under their individual contracts.

C. Academic Programs

1. Notwithstanding Program Flexibility and Retrenchment/Reduction in Force language noted in [Article XI.A](#) and [B](#), the traditional nature of University College and its faculty will be honored by requiring the following procedures prior to the elimination or downsizing of a college, academic program, academic department or academic discipline within University College that affects covered faculty reassignments or reductions in force:
 - a. The Provost (Chief Academic Officer) will charge the affected college, academic program and department involved to conduct a detailed review of historical enrollment, financial costs, market trends, affected faculty expertise, general academic trends, the role of the disciplines in the general education requirements of the institution and such other relevant academic considers as are appropriate. Such review must be conducted and completed within one academic semester and the final report and recommendations will be presented by the Dean to the Provost.
 - b. The Provost (Chief Academic Officer) will share findings of the review with the University College Faculty Senate for additional academic input and the Executive Board of the Association, with no longer than three (3) weeks for the additional Faculty Senate and Executive Board reviews.
 - c. Final recommendations of the affected faculty, Dean, Provost (Chief Academic Officer), Faculty Senate and Executive Board of the Association will be reviewed by the President for decisions regarding final implementation.
 - d. Implementation of any University College, academic program or academic discipline elimination will be planned to coincide with the upcoming academic year, however, contract re-appointments affecting involved areas will be determined within the timelines of this agreement.
2. It is the intent of SNHUPEA and the SNHU administration to honor shared academic governance input of the fulltime faculty within University College.

ARTICLE XII - SABBATICAL AND PROFESSIONAL DEVELOPMENT LEAVES

A. Sabbatical Leaves for Faculty

1. A covered faculty member is eligible to apply for sabbatical leave during or after their seventh consecutive year of full-time faculty service to the University and may receive such leave after completing seven (7) consecutive years of service. Covered faculty members are eligible to apply for an additional sabbatical leave for each additional seven (7) years of full-time faculty service to the University. A sabbatical period is counted toward credit for work for the accumulation of seven (7) years. In the event that a covered faculty member becomes eligible for a sabbatical leave but has not taken a sabbatical leave during any year(s) of eligibility, they may not "bank" this eligibility so as to qualify for a consecutive period of sabbatical leave. However, if the University requests the postponement of a previously granted sabbatical, and that postponed sabbatical is subsequently taken, the seven-year waiting period for a subsequent sabbatical shall be reduced by the length of the postponement.
2. Sabbatical leaves for faculty assigned to the Library will be granted for one (1) semester at full salary and full benefits or for two (2) semesters at half salary and full benefits.
3. Sabbatical leaves for all other faculty are granted for one semester at full salary, full benefits and a release of nine (9) credit hours of teaching for those faculty who have a traditional teaching assignment in the undergraduate or graduate degree programs.
4. For faculty on the quarter academic calendar, the sabbatical leaves are granted for one term (quarter) at full salary, full benefits and a release of nine (9) credit hours of teaching. In addition, such faculty shall be released from all administrative/committee assignments in the term (quarter) following their sabbatical term.
5. Sabbatical leaves for faculty also are granted for one (1) contract year at half salary, full benefits and a release of twenty-one (21) credit hours of teaching for those faculty who have a traditional teaching assignment in the undergraduate or graduate degree programs.

B. Sabbatical Leaves for Professional Staff

1. A covered professional staff member is eligible to apply for sabbatical during or after their fourth consecutive year of full-time employment as a professional staff member and may receive such leave after completing four (4) consecutive years of service. Covered professional staff members are eligible to apply for an additional sabbatical leave for each additional four (4) years of full-time employment as a professional staff member. A sabbatical period is counted toward credit for work for the accumulation of four (4) years. In the event that a covered professional staff member has not taken a sabbatical leave during any year(s) of eligibility, they may not "bank" this eligibility so as to qualify for consecutive periods of sabbatical leave. However, if the University requests the postponement of a previously granted sabbatical, and that postponed sabbatical is subsequently taken, the four (4) year waiting period for a subsequent sabbatical shall be reduced by the length of the postponement.
2. Sabbatical leaves for professional staff are taken during the normal work year and normally are for three (3) months with full salary and full benefits or six (6) months with half salary and full benefits.

C. Purpose, Timetable and Process for Sabbatical Leave Request

1. Sabbatical leaves are granted for the purpose of professional development, and each applicant is required to submit a sabbatical proposal which relates to their professional development plan including anticipated benefits to the individual and the University.
2. Sabbatical applications will be considered according to the following annual timetable:
 - a. On or before December 1st faculty and professional candidates will submit applications as follows:
 - i. Faculty candidate submits application and supporting materials to the University Committee on the Faculty, the Dean or designee from the appropriate academic unit and the VPAA (chief academic officer of campus).
 - ii. Professional candidates will submit their applications to the appropriate division head and to the President of the University who will arrange for an appropriate committee of two (2) covered professionals appointed by the Association and two (2) non-covered professionals appointed by the President to review the application.
 - b. On or before February 1st, the VPAA (chief academic officer of campus) reviews the recommendations of the University Committee on the Faculty and associated costs and scheduling with appropriate Dean or Director and the President or designee reviews the appropriate Committee and other recommendations for professional staff.
 - c. On or before March 15th, the VPAA (chief academic officer of campus) informs faculty applicants, and the President informs professional staff of the decision regarding their proposed sabbatical period.
3. The above committees will develop a prioritized list judging the sabbatical proposals using the following criteria:
 - a. Quality and coherence of sabbatical proposal
 - b. Significance of sabbatical topic to the individual's Scholarly Activity Plan or professional development plan, job description, and/or goals, and future direction of the University.
 - c. Length of time since individual's previous sabbatical leave.
4. The appropriate committee shall submit and discuss its prioritized recommendations with the appropriate School Dean, Program Director, VPAA (chief academic officer of campus), or other appropriate Vice President, so that associated costs, program needs, and scheduling can be considered.
5. Nothing in this article shall be construed to prevent any Association member on sabbatical leave from receiving a grant for further study or work from any organization or institution of higher learning other than Southern New Hampshire University.
6. Faculty and professional staff members returning from a sabbatical leave shall file a final written report on their sabbaticals within three (3) months of their return. This report shall be filed as appropriate with the VPAA (chief academic officer of campus) or the President. Association members returning from a sabbatical shall make themselves available for

public presentations, as planned by the VPAA (chief academic officer of campus) or the President, regarding their sabbatical experiences. Failure to file a final written report within the time frame specified above may make the individual ineligible for future sabbatical consideration.

7. If a covered employee with a sabbatical leave voluntarily fails to return to University employment for a period of at least one (1) year following the conclusion of the sabbatical, the compensation paid during the sabbatical will be reimbursed to the University by the employee.
8. Decisions on awards of sabbaticals are subject to adequate available funding at the ultimate discretion of the University, and there is no guarantee of any award to any applicant in any given year. If adequate funding is not available which causes a postponement of the approved sabbatical, then the waiting period will be adjusted in accordance with [Article XII.A.1.](#) and [Article XII.B.1.](#) Decisions on sabbatical applications can be grieved only up to Step Two of the grievance process.

D. Internship Leave

1. Covered full-time faculty and professional staff shall be eligible to apply for internship leave for the purpose of professional development after four (4) years of full-time service to the University.
2. Internship leave shall be requested, in writing, through the appropriate supervisor for a recommendation to the Executive Council. Such requests shall be made by December 1st of the year prior to the year in which the leave is to be granted. All such request and recommendations are to be reviewed by the President or designee, and their decision will be made by February 1st.
3. Internships shall be for a period of up to one (1) year and will count as time for seniority of University service, time in rank for promotion and time in service for sabbatical leaves. In unusual circumstances, internship leaves may be renewed for a second year, but such time will not be normally counted for seniority, time in rank or time in service for sabbaticals. Such renewals must be approved by the President.
4. Internship leaves are granted without pay, but applicable University-provided fringe benefits will be continued by the University. These benefits are provided with the agreement that the recipient shall return to the service of the University for at least one (1) year following the leave or reimburse the University for the University's share of the benefits provided while on leave. Before fringe benefits are paid during an internship, the employee will sign a promissory note indicating the employee's obligation to repay the cost of fringe benefits to the University, should the employee voluntarily fail to meet re-employment obligations contained in this paragraph.
5. Once the leave has been approved, an agreement is to be made in writing between the employee and the University regarding the dates and terms under which the leave is granted. Although the University is not obligated to return the employee to their original position or a similar position it may, at its discretion, seek to re-employ the individual.

6. The covered full-time faculty and professional staff member receiving an internship leave is required to comply with [Article XII.C.6.](#) and [Article XII.C.7.](#) above, in the same manner as he/she would be required to do if the leave were a sabbatical leave.
7. The University reserves the right to limit internship leaves for financial and/or program staffing considerations.

E. Limitations

1. Sabbatical or Internship leaves are granted for the purpose of professional development. During the period of the leaves, a covered employee normally may not accept teaching assignments at the University or at other institutions of higher education unless part of a previously approved plan for these leaves, nor may they accept paid employment which is not related to the sabbatical leave.

ARTICLE XIII – OTHER LEAVES

Except as otherwise provided in this Agreement, the following leaves are designated:

A. Paid Leaves

It is recognized that leaves of absence with pay are appropriate for medical disability, personal emergencies and jury duty. These leaves will be paid as follows:

1. Medical Disability. Refer to certified medical disability leave as outlined in [Article XVIII](#).
2. Personal Emergencies
 - a. Covered employees shall be granted a bereavement leave with pay for up to six (6) business days in the event of an immediate family member's death. Immediate family members are: spouse, domestic partner, parent, step-parent, sibling, step-sibling, child, step-child, grandparent, step-grandparent, parent-in-law, step-parent in-law, sibling-in-law, step-sibling in-law, child-in-law, step-child in-law, grandparent-in-law, grandchild, step-grandchildren, grandchild-in-law, or an adult who stood in loco parentis to the employee during childhood and other family members living in the immediate household.
 - b. Covered employees shall be granted a leave with pay for up to seven (7) consecutive business days for the care of a seriously ill or disabled member of the immediate family in an emergency situation such as covered under FMLA.
3. Jury Duty. Covered employees who are required to be absent for jury duty will receive full salary from the University. The University will not seek at any time to change an employee's assigned dates for jury duty without the employee's written consent.

B. Unpaid Leaves

1. Leaves of absence without pay may be approved for up to six (6) months for personal reasons to covered employees who have completed three (3) or more years of service with the University.
2. Covered employees requesting an unpaid leave will be required to exhaust all accrued time at the commencement of the leave period.
3. Covered employees granted an unpaid leave will continue full benefit coverage subject to the employee signing a promissory note. The employee, however, will be required to provide timely payment to the University for the employee's share of the medical and dental insurance premiums, if enrolled. The University will recover its share of the cost of benefits paid during leave if the employee voluntarily fails to return to work after leave or returns but fails to remain employed for a period equivalent to the length of the leave, in which case the amount recovered by the University shall be prorated based on the amount of time the employee remained employed following their return to work.
4. Leaves of absence without pay shall be requested in writing to the appropriate supervisor and the Benefits Partner. Normally for leaves of less than one (1) month, such requests should be made two (2) weeks in advance, and for leaves of greater length, one (1) month's prior notice shall be required. Upon recommendation from the appropriate Executive Council member, the President shall have final approval/disapproval authority.

5. Prior to a request for a leave of absence without pay being approved and finalized, an agreement form (as provided by Human Resources) and promissory note between the employee and the University must be executed to specify the date and terms under which the leave shall commence and the employee's return to work. A copy of this executed agreement will be placed in the employee's personnel file.
6. This executed agreement form does not obligate the University to return the employee to the same position. Although the University is not obligated to return the employee to their original position or a similar position it may, at its discretion, do so. Should the University decide not to return the employee to their same position, the University shall provide advance written notice to the employee of its decision.
7. Upon return from leave, all seniority and applicable benefit status shall continue as prior to leave. If the employee does not return to work as previously agreed, it shall be deemed a voluntary termination.
8. The period of leave may be revised by mutual agreement of the individual and the University.

ARTICLE XIV – MISCELLANEOUS WORKING CONDITIONS

The University will provide covered employees with appropriate office space and equipment, educational materials and texts, office support services, and miscellaneous support services which, in the judgment of the University, are necessary for the employee to perform their assignment as follows:

A. Office Space and Equipment (In-Place or On-Site only)

1. Suitably equipped and secure office space shall be provided for each covered employee who shall also be provided with keys granting access to their office and mailbox (if such facilities have been provided) during such times as the University facilities are normally open for business. The parties agree that access to a covered employee's office space, desk, and those personal files it contains shall, under usual circumstances, be with the authorization of the covered employee.
2. Before there is a change in a covered employee's office location, or before there is an alteration of the immediate working environment of an employee to a degree that may impede the member's work effectiveness, the appropriate Dean, Director or Vice President shall notify all affected Chairpersons or Directors. The University will attempt to provide this notification, except in emergency situations, ten (10) workdays prior to the date scheduled for the move or work environment change. Where moves are made and it is practical, the objectives of such moves will be to encourage the cohesiveness of the work unit.

B. Educational Materials and Texts

1. Covered instructional faculty normally shall select the University College course materials and texts for courses for which they are professionally responsible, but such selection shall be approved by the appropriate supervisor and shall be in conformance with published course syllabi or catalog course descriptions.
2. Faculty members shall be provided with materials and equipment for daily instructional or supportive responsibilities, including an individual copy of each textbook required in any course for which the faculty member is responsible. Every reasonable effort shall be made to provide such material in a timely manner.
3. Instructional support supplies, such as copying, pens/pencils, whiteboard markers/erasers, other office supplies, shall not be unreasonably withheld for an instructor teaching courses at Southern New Hampshire University – and will be provided by the Dean's office from the respective school.

C. Office Support Services

1. The University will provide covered employees with appropriate office support services deemed necessary for the employees' performance of their duties and responsibilities.
2. Requests for such service normally shall be channeled through one's immediate supervisor and/or Division/Department Chairperson and Dean.
3. The approval of such requests will be at the discretion of the University in accordance with the normal budget approval process.

D. Remote Work Arrangements

1. Covered employees shall be eligible for remote work arrangements in accordance with the University's Project Synergy and related remote work policies and procedures currently in effect (together, the "Remote Work Policies"). The University shall provide covered employees approved to work remotely with equipment and technology support in accordance with its Remote Work Policies.

E. Miscellaneous Support Conditions

1. Covered employees shall have reasonable access to the University's computer resources for the support of their teaching and job related professional and scholarly activities.
2. The University will secure certain library privileges as permitted by the policies of other libraries, on a reciprocal no fee basis for those employees requiring access to such resources for job related professional and scholarly activities.
3. As soon as practical after the commencement of employment of a covered employee but not later than after thirty (30) calendar days, the University will provide each new employee the most current employee handbook (either in hard copy or via electronic hyperlink) in order to provide the employee information useful for the carrying out of the employee's duties concerning the rules, practices and procedures of the covered faculty and professional staff and the University.
4. Personnel files will be maintained by the University as required by applicable laws and regulations. Employee personnel files will be accessible to each covered individual employee during the normal business hours of the University.
5. The University recognizes its obligation to provide reasonable financial resources to support scholarly and professional activities within its budgetary priorities and constraints.

ARTICLE XV – SPONSORED RESEARCH/GRANTS

A. Grant Funded Programs

1. Covered employees may, with the approval of the Administration, initiate, develop and/or design grant requests and shall receive priority consideration to operate programs funded by such grants. In order for a covered employee either to be released from their primary responsibilities or for grant funded programs to supplement their responsibilities administrative approval must be obtained prior to the submission of such grant requests.

B. Ownership of Contracted Materials

1. If the University compensates a covered faculty or professional staff member for the development of curriculum or other proprietary materials or programs, then the materials developed, the copyrights, the royalties and patent rights shall be the property of Southern New Hampshire University.

C. Other Intellectual Property Ownership

1. Except as set forth in [Article XV.B.1.](#) above, the parties agree that publishing royalties and patent rights are the property of the author or inventor unless those royalties and patent rights have been assigned as a condition of the sponsoring agency and/or the University, as long as both the University and the individual faculty/professional staff member have signed the agreement.

D. University Name Use

1. The name of the University shall not be used in connection with inventions or discoveries and copyrights in which the University has no interest, without prior written permission from the President or designee. This same restriction applies to the use of the name of the University on any commercial publications concerning a product in which the University does not have an interest.

E. Waiver Process/Authority

1. Either the individual faculty/professional staff member or the University may waive their rights under this [Article XV](#) if they so choose. The President or designee will have the authority to act for the University in this matter.

ARTICLE XVI - DUES DEDUCTION

A. Dues Deduction

1. The University agrees to provide dues deduction for the Association for those individuals who are covered by this Agreement and elect to have such deductions made.
2. The amount of such deduction shall be determined by the Association.
3. All amounts so deducted shall be forwarded to the Treasurer of the Association within ten (10) working days of each payroll date.
4. The administration and accounting for such funds shall be the sole responsibility of the Association and the Association shall indemnify and hold the University harmless for claims on account thereof.

ARTICLE XVII - SALARY

In appreciation for their hard work and dedication to the University, all eligible covered employees shall receive the salary adjustments outlined below. The adjustments reflect not only the University's and Association's commitment to invest in, support, and recognize its employees but are also intended to ensure pay alignment with the labor market so that the University will remain an employer of choice.

A. Salary Adjustments for FY24

1. Effective September 1st, 2023, each full-time covered employee employed by the University as of June 1st, 2023, and who remains employed and covered on September 1st, 2023, will receive a salary increase of 5.0% added to their current base salary, except as provided for under [Article XVII.I](#). For purposes of the increase, the salary adjustment will be based on the employee's base salary in effect as of August 31st, 2023.
2. All SNHUPEA members shall receive a one (1) time bonus of \$1,500 subject to appropriate taxes and withholdings. This bonus will be paid in a timely manner to all SNHUPEA members not to exceed three (3) months from the date of execution of this Master Agreement.

B. Salary Adjustment for FY25

1. Effective September 1st, 2024, each full-time covered employee employed by the University on June 1st, 2024, and who remains employed and covered on September 1st, 2024, will receive a salary increase of 4.0% added to their current base salary, except as provided for under [Article XVII.I](#). For purposes of the increase, the salary adjustment will be based on the employee's base salary in effect as of August 31st, 2024.

C. Salary Adjustment for FY26

1. Effective September 1st, 2025, each full-time covered employee employed by the University on June 1st, 2025, and who remains employed and covered on September 1st, 2025, will receive a salary increase of 4.0% added to their current base salary, except as provided for under [Article XVII.I](#). For purposes of the increase, the salary adjustment will be based on the employee's base salary in effect as of August 31st, 2025.

D. Salary Adjustment for FY27

1. Effective September 1st, 2026, each full-time covered employee employed by the University on June 1st, 2026, and who remains employed and covered on September 1st, 2026, will receive a salary increase of 4.0% added to their current base salary, except as provided for under [Article XVII.I](#). For purposes of the increase, the salary adjustment will be based on the employee's base salary in effect as of August 31st, 2026.

E. Salary Adjustment for FY28

1. Effective September 1st, 2027, each full-time covered employee employed by the University on June 1st, 2027, and who remains employed and covered on September 1st, 2027, will receive a salary increase of 3.5% added to their current base salary, except as provided for under [Article XVII.I](#). For purposes of the increase, the salary adjustment will be based on the employee's base salary in effect as of August 31st, 2027.

F. Performance Incentives for Covered Employees

1. Covered employees will be eligible to participate in the University's performance incentive plan(s) in effect at the time, subject to the eligibility requirements and other terms of the plan(s). Covered employees will be considered for participation according to the same performance and evaluation criteria as non-covered staff.

G. Teaching Assignments beyond Normal Workload

1. When additional teaching is assigned to covered employees beyond the normal workload, as defined in [Article X.G.](#), the full-course compensation for a three (3) credit hour course shall be as follows:
 - a. 2023-2024 Contract Year - \$4,100 effective the term/semester following Agreement Ratification.
 - b. 2024-2025 Contract Year - \$4,100 effective the term/semester that starts that Contract Year.
 - c. 2025-2026 Contract Year - \$4,200 effective the term/semester that starts that Contract Year.
 - d. 2026-2027 Contract Year - \$4,200 effective the term/semester that starts that Contract Year.
 - e. 2027-2028 Contract Year - \$4,300 effective the term/semester that starts that Contract Year.

H. Faculty Promotions

1. For those ranked faculty members who are promoted effective with the academic years covered by this Agreement, the salary increases, for the duration of the Agreement, for promotion to the several ranks will be as follows:
 - a. Instructor to Assistant Professor - \$7,000
 - b. Assistant Professor to Associate Professor - \$8,500
 - c. Associate Professor to Professor - \$12,000

The promotion increase shall normally be effective September 1st of the year the faculty member assumes the new rank and will be added to the base salary after any general increase.

I. Salary Equity

1. The University and the Association continue to acknowledge their commitment to maintain equity and increase transparency in covered employee salaries. To this end, the Salary Equity Committee (Committee) will review salary equity matters regarding covered employees including:
 - a. The monitoring of pay grades and associated salary ranges for covered employees; and
 - b. The opportunity to review in advance any proposed adjustment to the salary grade structure as a result of an annual review by the University's compensation team. The compensation team shall provide this information to the Committee within a reasonable time in order to provide the Committee with the opportunity to offer feedback prior to the University implementing any adjustments to the salary grade structure.
2. Each year, the University shall evaluate the need for upward adjustments to the overall compensation grade structure, which shall include a minimum increase of no less than one percent (1%) per year for the entire compensation grade structure during the term of this Agreement.
3. The University shall not reclassify positions to a lower pay grade unless the downward adjustment is supported by a material change in job duties.
4. At the time of the salary adjustments called for in this [Article XVII](#), any employee whose salary exceeds six percent (6%) above the compensation grade maximum of the Salary Structure as outlined in the University's Classification & Compensation Program shall receive an alternative general increase in lieu of the salary adjustment for that year. The alternative general increase shall be calculated as follows:
 - a. Cost of Living Adjustment (COLA) increase to base salary as measured and published by the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Northeast Region for twelve-month period of May to May of the preceding year subject to the limitation that any COLA increase shall not exceed 2.0% for any year; and
 - b. Lump sum payment equal to the difference between the COLA increase as calculated above and the general increase scheduled for that year, less all applicable taxes and withholdings, which will be paid at the same time as the general increase for that year.
5. The University shall not implement any alternative general increases prior to the FY 27 salary adjustment that is scheduled for September 1st, 2026. For any employee eligible to receive an alternative general increase, the University shall first provide written notice to the employee during the preceding annual review cycle. The University's compensation team shall also conduct an updated market analysis for any previously notified employees before implementing an alternative general increase.
6. This Committee is a standing committee of the University, and its membership shall be six (6) individuals who hold leadership positions, three (3) appointed by the Association and three (3) appointed by the President. Additionally, both the Association and the University

shall appoint one co-chair from among the six members appointed to the Committee. The co-chairs shall work together to lead the Committee's activities and be responsible for setting the Committee's agenda, organizing meetings, and coordinating the work of the Committee to achieve its objectives.

7. The Committee shall not be responsible for reviewing or investigating individual claims or allegations of pay inequity based on discrimination. Such allegations shall be governed by the University's non-discrimination policies and procedures and addressed by the appropriate University officials. In addition, should a covered employee have specific concerns about their salary, the employee is encouraged to contact their Human Resources Business Partner for assistance, or subsequently the Association.
8. In addition to the regular meetings the Committee may be called to meet as necessary to achieve its objectives, the Committee may be called to meet when either co-chair or either the President of the University or the President of the Association believes there is a matter to be reviewed by the Committee.

J. Transition Opportunity Program (TOP)

1. The University will work with covered employees who were approved for the TOP prior to FY24 to honor existing contractual obligations. The TOP program will not be available to new enrollees beginning in FY24 due to compliance issues.

K. Early Retirement Opportunity (ERO)

1. The University offers the following Early Retirement Opportunity (ERO) subject to compliance with applicable law and consistency with Federal guidelines. Covered employees who have reached the age of 55 and have a combination of age and full-time service that total eighty (80) years or more shall be eligible for this ERO.
 - a. Eligible individuals requesting this ERO must provide a written request to the University on or before January 2nd of the retirement year.
 - b. Normally no more than ten (10) individuals may be awarded this early retirement in any one year. If more than ten (10) individuals apply and are eligible, the University, at its sole discretion, may increase the eligible individuals beyond the ten (10) individuals. Notification to ERO recipients will take place by January 15th.
 - c. Individuals selected to participate in an ERO will receive an additional payment equal to 100% of their final employment year's salary upon retirement. This award will be paid in a single lump sum no later than March 15th of the calendar year immediately following the retiree's retirement year.
 - d. The University shall grant the early retiree an additional monetary amount equal to the University's current payment of the retiree's medical insurances for one (1) year. Payment of this amount will be made on August 31st of the retiree's retirement year.
 - e. Those covered employees who take advantage of this ERO will have access to the University's medical plan (including spouse/domestic partner) at their expense, at the full premium rate then in effect, if they elect to do so, until the retiree reaches the age of 65, subject to acceptance by the University's medical plan carrier. If the employee continues coverage through age 65, the retired covered employee and their spouse/domestic partner will have access to elect the University's group medigap plan

at whatever rate charged by the group plan at the time of enrollment, subject to plan eligibility.

L. Professional Development Funding for Faculty and Professional Staff

1. The University will provide a pool of professional development funding for covered faculty and professional staff. Covered faculty and professional staff may apply for professional development funds to further their professional capacities as it relates to their position at SNHU. This may include conference and workshop attendance, professional memberships, additional training, additional education and the purchase of required materials. Professional development approval is subject to fund availability, job relatedness and manager approval of time away from work. Upon ratification, and for each of the specific fiscal years covered by this Agreement only, the University will provide a professional development fund for covered faculty and a professional development fund for professional staff which is determined by multiplying the number of covered employees on the payroll as of January 1st of the prior year by the following amounts:
 - a Full-time Faculty \$3,000 annually
 - b Professional Staff \$1,000 annually
2. The University will furnish the President of the Association with a detailed annual accounting of the use of said development funds, specifying dollar amounts and purpose. Such development funds will not be used for administrative purposes such as faculty recruiting, admissions, or for other administrative activities. Nor shall such funds be transferred to other accounts by the University, except into other accounts used for professional development.
3. Recognizing the importance of professional development and in order to more fully utilize professional development funds the Executive Council, on or before March 1st, will review the utilization of funds that have been allocated to the various schools and divisions and it will reallocate any unused funds, based on existing priorities, among the divisions and schools. In the event that the funds available (in accordance with [Article XVII.K.1.](#)) are not fully utilized in a given contract year then 10% of the unused funds shall roll over to the following contract year's professional development fund.
4. The University will see that such funds are distributed fairly to covered faculty and professional staff. The annual distribution of the professional development fund to the divisions and schools will be based on the total number of covered employees in each division of the University as of September 1st of that year.

M. Buy-out Opportunity

1. The University, at its discretion, may offer a separate buy-out opportunity to a covered employee at any time.

ARTICLE XVIII - FRINGE BENEFITS

The University provides the following fringe benefits for its covered employees. Full benefit plan documentation can be obtained from Human Resources by accessing the [Benefits SharePoint site](#).

A. Medical Insurance

1. Medical insurance coverage if elected, for covered benefit eligible employees, is effective upon the date of full-time employment.
2. Medical plan contracts are negotiated on an annual basis and typically offer the employee choices as to types of coverage depending on the term plans. The plan year begins on January 1st.
3. The University offers a comprehensive medical plan to all employees. The covered employee shall pay the following percentages of the premium for each calendar year:

Calendar Year 2024	University 88% Employee 12%
Calendar Year 2025	University 87% Employee 13%
Calendar Year 2026	University 87% Employee 13%
Calendar Year 2027	University 86% Employee 14%
Calendar Year 2028	University 86% Employee 14%
4. Other medical plan options with alternative rate structures may be offered by the University within its discretion. Employees may choose alternative options as applicable at their discretion.
5. If permissible by tax law, the premium cost will be provided on a pre-tax basis for the selected coverage for the duration of this Agreement.
6. The covered employee may select individual, two person or family medical benefits. The two person or family medical benefit includes qualified dependents, spouses and domestic partners as determined according to the plan document requirements and applicable law. The coverage, carrier, and the actual premium cost to the employee may vary each year depending upon the changing costs of the medical coverage selected.

B. Dental Insurance

1. Dental insurance coverage, if elected, is effective upon the date of full-time employment.
2. The plan year begins on January 1st.
3. If permissible by tax law, the premium cost will be provided on a pre-tax basis for the selected coverage for the duration of this Agreement.
4. The cost of the dental plan is paid for by the University for the individual employee and the employee pays for two person or family coverage. The two person or family dental benefit includes qualified dependents, spouses and domestic partners as outlined in the Group Benefit Plan Document. The coverage, carrier, and the actual premium cost to the employee may vary each year depending upon the changing costs.

C. Flexible Spending Accounts (FSA's)

1. Flexible Spending Accounts (Health Care and Dependent Care accounts) will continue to be offered to eligible employees as an optional benefit and if elected are effective upon the date of full-time employment and require reenrollment of the benefit annually. The maximum allowable FSA amounts will be in accordance with the plan.
2. If permissible by tax law, participation is conducted through payroll on a pre-tax basis. Deductions are made in equal installments during the coverage period. One may not change or discontinue participation unless a qualifying event occurs in employment or family status. One may claim reimbursements from the accounts for eligible expenses incurred during the coverage period. Any unused deposits are forfeited if not claimed.

D. Life Insurance and Accidental Death and Dismemberment

1. Life Insurance and Accidental Death and Dismemberment coverage is effective upon the date of full-time employment.
2. The Life Insurance and the Accidental Death and Dismemberment plan provides a life insurance benefit equal to two times the employee's annual salary (minimum of a \$50,000 benefit) rounded up to the nearest \$1,000. Maximum limits apply.

E. Short-Term Disability and Long-Term Disability Insurance Benefit

1. The University's short-term disability and long-term disability benefits for sickness, injury and medical conditions such as pregnancy become effective after ninety (90) days of full-time employment.
2. The first six (6) weeks of an authorized disability as approved by a third-party vendor will be paid at 100% of the employee's base wages and 60% of the employee's base wages thereafter to a maximum of 180 calendar days.
3. Following the 180 days of disability, and after a third-party approval, long-term disability benefits are paid to the employee by an external vendor at a rate equal to 60% of the employee's base monthly salary up to a \$15,000 benefit per month, subject to certain age restrictions.
4. If the disability is due to an elective surgery or procedure, full-time faculty and covered professional staff must determine with their Chair, Dean or designee, and Benefits Partner, when the most suitable time is to schedule the period of disability as long as having the procedure or surgery earlier or later does not negatively impact the individual's health.
5. Covered employees are required to notify their manager, and Benefits Partner to complete required certification paperwork as soon as they learn of an impending need for disability leave.
6. This benefit does not bestow a right of guaranteed return to work upon exhaustion of Family Medical Leave Act benefits.

F. Retirement Plan and Trust

1. The University will continue its 401(a) plan until such time as it transitions to a 401(k) plan in accordance with the process as outlined below. Until this transition occurs, the University will continue to contribute 9% of an employee's base salary consistent with the eligibility, contribution, vesting status and other plan requirements and limitations of the current 401(a) plan.
2. The University will provide a 401(k) retirement plan to employees that will be based on the calendar year (January to December) and will offer eligible employees a self-deferral and loan option feature, all subject to the terms of the Plan and applicable law and regulations.
3. In order to facilitate a transition to a calendar-year-based plan, a short 401(a) plan year will be instituted for the period from September 1st to December 31st in the year preceding the start of the new calendar-year 401(k) plan. During this short plan year, service hour and other limits and requirements which are typically applied on a plan-year basis will be prorated, but only to the extent permissible under the 401(a) plan and applicable law.
4. For each 401(k) Plan Year, the University shall contribute 6% of an employee's eligible wages under the plan as an employer retirement contribution for each eligible employee who is at least 21 years of age. The University shall allocate the 6% between a non-elective Safe Harbor contribution and an additional discretionary employer contribution. The University may adjust the percentage allocations between the two contribution types, if needed, to maintain a 6% total employer contribution rate.
5. To be eligible under the Plan to receive an employer retirement contribution, an employee must have completed 1,000 hours of service in a Plan Year, with the exception of the short plan year which will be prorated as noted above.
6. Vesting status: As noted above the University shall contribute a total of 6% of an employee's eligible wages, which shall be comprised of a non-elective Safe Harbor contribution and an additional discretionary employer contribution. The Safe Harbor portion of the employer 401(k) retirement contribution (currently 3%) will vest immediately subject to the plan rules and applicable law. The additional discretionary 401(k) employer contribution (currently 3%) will be subject to a 3-year cliff vesting schedule. To earn a year of service for purposes of vesting determinations an employee must have completed 1,000 hours of service in a Plan Year. Age 62, or the then current Safe Harbor retirement age pursuant to Treasury Department regulations, is the normal retirement age for purposes of the Plan. Vesting will occur automatically upon a participant reaching normal retirement age.
7. Benefits are paid to eligible participants for reasons of retirement, separation of employment, or "total and permanent disability" as provided under the Plan.
8. The University agrees to fund employer contribution payments to the Plan as soon as possible after calculating individual eligibility and completing an external audit of the plan.

G. SNHU "Lifestyle Dollars" Program

1. Covered employees will be eligible to receive a taxable "Lifestyle Dollars" bonus equal to 4% of the employee's base salary based on their full-time status during each contract year as outlined below. This program is intended to provide employees with designated dollars that

can be used support what is important to them, including but not limited to tuition loan assistance, wellbeing, health and wellness needs, dependent day care, health care related expenses, vacations, home purchases etc. Funds cannot be directly contributed to an employee's 401(k) account. The "Lifestyle Dollars" Program is subject to the following:

- a. The program year for the Lifestyle Dollars Program will commence on January 1st and end on December 31st. The first year of the Lifestyle Dollars Program will commence on January 1st of the calendar year when the new 401(k) plan becomes effective.
- b. An employee will be eligible to receive a bonus based on the number of pay periods within the program year that the employee received pay and remained in full-time status. If an employee receives pay and remains in full-time status during all pay periods within the program year, the employee will receive the full amount of the bonus as outlined below in Article XVIII.G.1.c.i, otherwise the employee will receive a prorated bonus based on the number of pay periods the employee received pay and remained in full-time status as determined by the University at the end of the applicable program year or upon the employee's separation.
- c. Eligible employees will be entitled to receive a bonus under this Lifestyle Dollars Program equal to 4% of the employee's base salary following the end of the program year or upon separation of employment with the University, whichever occurs first and as further outlined below.
 - i. At the end of each program year, the University shall calculate bonuses due to eligible employees for the applicable program year. For purposes of this bonus calculation, the University will use the employee's base salary as of December 31st of that program year. Bonuses due to eligible employees will be paid in the next feasible pay period (typically in February) following the end of the program year but, in any event, no later than March 15th of the calendar year immediately following the end of the applicable program year.
 - ii. If an employee ends employment with the University during a program year, the University shall calculate a prorated bonus based on the period of time from the start of the program year through the date of the employee's separation. In such cases, bonuses due to eligible employees will be calculated based upon the employee's base salary in effect on the separation date and paid with the employee's last paycheck.
- d. If an employee moves from full-time status to part-time status during a program year, the employee will be eligible to receive a prorated bonus based upon the portion of the program year that the employee remained in full-time status. In such cases, bonuses due to eligible employees will be calculated based upon the employee's base salary in effect on the effective date of the status change and paid at the end of the applicable program year, as provided above in Article XVIII.1.c.i, or on separation of employment if the employee were to separate before the annual payouts occur at the end of the applicable program year.

H. Wellbeing Time

1. To support employee wellbeing, employees will be provided with 16 hours of wellbeing time per calendar year annually, which will be granted in accordance with the following schedule:
 - a. Full Time employees employed as January 1st or hired between January 1st and June 30th will be provided 16 hours of Wellbeing Time;
 - b. New hires hired between July 1st and October 30th and newly eligible Full-Time employees will be provided with 8 hours of Wellbeing Time;
 - c. New hires hired between October 31st and December 31st and newly eligible Full-Time employees will not receive Wellbeing Time until the following January 1st.
2. Wellbeing time can be used in 15-minute increments and use is subject to business need and management approval.
3. Unless otherwise required under applicable law, wellbeing time must be taken within the calendar year it is accrued or it will be forfeited.

I. Paid Time Off

1. Paid Time Off (PTO) is to be used for employee vacation, personal and sick time away from work.
2. Twelve (12) month professional staff shall accrue PTO at the biweekly accrual rate of 7.693 hours (maximum 200 hours/25 days) annually.
3. Twelve (12) month professional staff with 10 or more years of service shall accrue PTO at the biweekly accrual rate of 9.231 hours (maximum 240 hours/30 days) annually. Accrual rates will be set effective September 1st of each year at which time those who will reach 10 years of service in the upcoming year will transition to the new accrual rate.
4. Ten (10) month professional staff accrue PTO at the biweekly accrual rate of 4.308 hours (maximum 112 hours, 14 days) annually.
5. Ten (10) month professional staff with 10 or more years of service shall accrue PTO at the biweekly accrual rate of 5.23 hours (maximum 136 hours, 17 days) annually. Accrual rates will be set effective September 1st of each year at which time those who will reach 10 years of service in the upcoming year will transition to the new accrual rate.
6. All covered employees should take PTO within the work year for which it is accrued for the good of the employee. If it is not used within the work year, the employee may continue to accrue PTO up to a maximum of 320 hours or 40 days.
7. The use of PTO should be planned for and scheduled a minimum of two weeks in advance whenever possible and is subject to manager approval. Planned and unplanned PTO must be tracked according to time entry procedures.
8. All accrued and unused PTO will be payable upon separation of employment.

9. Covered professional staff are eligible to request a PTO buy-back of up to 40 hours of accrued, unused PTO. To be eligible, employees must have a remaining balance of at least 40 hours PTO after the buy back. PTO buy backs will be made in January of each year.
10. Covered Faculty do not accrue PTO but are permitted reasonable time off as needed for sick or other reasons, with management approval and in accordance with applicable laws.

J. Mileage Reimbursement

1. Faculty and professional staff, who are authorized for automobile travel, will be reimbursed at the current IRS approved rate.

K. Campus Store Discounts

1. A discount of 20% shall be granted to all covered employees for books and certain nonfood items as specified in the Campus Store contract purchased for personal use from the Campus University stores.

L. Food Discount

1. Covered faculty and professional staff receive a 50% discount on their meals at the University's dining facilities when using their employee ID.

M. Work-Life Balance Support Services

1. The University will maintain a program with Care.com or similar vendor to support employee work/life balance by providing support services to help secure childcare, elder care, pet care, housekeeping and other services.

ARTICLE XIX - TUITION BENEFITS

A. Undergraduate and Master's Level Tuition Benefits at the University

1. Covered employees, their spouses/domestic partners and IRS dependent children are eligible to take courses at Southern New Hampshire University, tuition-free under the following policy:
 - a. Covered employees, once offered admission, may take undergraduate or master's level course(s), as soon as their full-time employment at the University begins. Covered employees are eligible for the tuition benefit for up to two (2) courses per term for master's level courses and for undergraduate level courses.
 - b. After six (6) months of full-time University employment by a covered employee their spouse/domestic partner and dependent children (up to the age of 24, or as otherwise defined by the IRS), once offered admissions, may take undergraduate or master's level course(s).

B. Doctoral Level Tuition Benefits at the University

1. Covered employees who are offered admission to and enroll in doctoral programs at the University may be supported from professional development funds provided for in [Article XVII.I.1](#), only if their enrollment is part of an approved professional development or scholarly activity plan with outcomes directly related to their employment with the University. When doctoral level tuition support has been approved, the university will support the covered employee with a benefit equal to 50% of tuition costs. Such support will not include any other fees associated with enrollment and participation in these programs.
2. All proposals for doctoral tuition support must be submitted through the immediate supervisor normally on or before February 1st of the year prior to the fiscal year in which the study is to be conducted. Proposals for doctoral tuition support must be approved by the immediate supervisor and each successive administrator before being submitted for administrative approval by the appropriate Senior Leader. All proposals for tuition support are reviewed by the Senior Leadership Team for final approval. Normally, responses are made to the faculty or staff member by June 1st.
3. Covered employees who voluntarily leave the University within 6 months of receiving a tuition reimbursement benefit will be required to reimburse the University 100% of the value of the benefit received in the most recent 6-month period prior to the termination date.

C. Tuition Benefits for Covered Employees to Attend Other Colleges or Universities

1. External Tuition
 - a. The opportunity for tuition support at other colleges and universities for covered employees for their professional development may be supported by the University through the funds allocated in [Article XVII.I.1](#).

- b. Covered employees are eligible to apply for tuition support to attend another college or university. Tuition costs will be reimbursed upon verification of course completion and are generally made directly to the covered employee. When external tuition support has been approved, the university will support the covered employee with up to 50% of the tuition costs. Such support will not include any other fees associated with enrollment or participation in these programs.
- c. All proposals for tuition support must be submitted through the immediate supervisor on or before February 1st of the year prior to the fiscal year in which the study is to be conducted. Proposals for tuition support must be approved by the immediate supervisor and each successive administrator before being submitted for administrative approval to the appropriate Senior Leader. All proposals for tuition support are reviewed by the Senior Leadership Team for final approval. Normally, responses are made to the covered employee by June 1st.
- d. In order for courses to be approved they should meet one of the following conditions:
 - i. Academically or professionally enhancing courses offered at an accredited institution for credit (not C.E.U.'s unless certification and/or licensure) that are part of the covered member's approved Scholarly Activity Plan or Professional Development Plan may be recommended by an appropriate supervisor and paid through Professional Development Funds.
 - ii. Any course or program that the University requests an individual to take (e.g., a request might be made in cases when the University wishes to introduce new areas of instruction or new administrative methods) are to be budgeted as administrative costs and not as charges to the professional development fund.
 - iii. The course or program must be in keeping with the academic discipline or area of specialization and the approved Scholarly Activity Plan or the Professional Development Plan, job description and/or goals of the covered employee.
- e. Covered employees who voluntarily leave the University within six months of receiving a tuition reimbursement benefit will be required to reimburse the University 100% of the value of the benefit received in the most recent 6 month period prior to the termination date.

D. Dependent Tuition Benefits at Other Colleges

1. The University may participate in several reciprocity programs including the New Hampshire College and University Council (NHCUC), the Council of Independent Colleges (CIC) and the Tuition Exchange Program (TEP). Each offers opportunities for dependent children and, in some cases, spouses of employees to attend programs of study. Details and a list of colleges currently participating in these programs may be obtained from Human Resources. These benefits are subject to the rules of each program and subject to change by the program.

2. Covered employees and their dependents shall be eligible to apply for participation in tuition arrangements which may be negotiated by the University from time to time subject to the limitations of those arrangements. Eligibility is subject to participating the university/college policies. All approvals are solely at the discretion of the participating school.

E. Other

1. Enrollment in certain special programs offered by the University is not covered by tuition benefits. These programs include doctoral programs (which may however be supported by Professional Development funds) and study abroad, and the University reserves the right to exclude other programs for budgetary reasons when it results in “out-of-pocket” cost to the University.
2. All tuition benefits are subject to applicable taxes in accordance with IRS regulations.

ARTICLE XX – SEVERABILITY

If any provision of this Agreement or any application of this 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 force and effect.

ARTICLE XXI – DURATION

1. Except as otherwise herein provided, this Agreement shall continue in full force and effect from July 1st, 2023, through June 30th, 2028.
2. The University shall have the right to reopen any Article of the Agreement that has economic impact on the overall University if revenue or expense expectations vary significantly which could result in an operating deficit.
3. The Association and the University shall have the right to reopen negotiations on any Article in this Agreement or related matters which come to the attention of the parties upon mutual agreement as to that reopener. The party wishing to reopen negotiations must so inform the other party of the reasons for and subject of the proposed reopener. Agreement to re-open shall not be unreasonably withheld.
4. As part of the annual budget development for fiscal year 2028-2029 the University will adequately plan compensation increases.
5. Both parties agree to enter into negotiations on the next bargaining Agreement at least one (1) calendar year prior to the expiration of this Agreement. During such time as the parties are actively involved in negotiations on the next bargaining Agreement, if necessary, the parties may mutually agree to extend the provisions of this Agreement to remain in effect during that period of active negotiations.

ARTICLE XXII – NO STRIKE, NO LOCKOUT

1. The BOT, Administration, and the Association agree that all differences arising under this Agreement shall be resolved by peaceful and appropriate means without any interruption of, or interference with, SNHU programs or operations.
2. During the term of this Agreement, or any extension thereof, the Association and its agents, officials, and members will not instigate, cause, support, aid, finance, condone, authorize, or participate in any strike, sympathy strike, or any action that would diminish the quantity or quality of work performed by bargaining unit employees, or that would in any way interrupt or interfere with SNHU programs or operations, nor shall any employee engage in such conduct.
3. Any employee engaging in any conduct prohibited by this Article shall be subject to the imposition of sanctions up to, and including, dismissal. The question of whether the covered member violated this Article is subject to challenge under the Grievance Procedure of this Agreement. The University's decision to discipline, suspend or discharge an employee for an alleged violation shall also be subject to challenge under the Grievance Procedure.
4. Neither the BOT nor Administration, nor its agents or representatives, shall conduct a lockout of bargaining unit employees during to term of this Agreement or extension thereof.

In witness where of, the University has 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's this _____ day of _____, 2023

SOUTHERN NEW HAMPSHIRE UNIVERSITY PROFESSIONAL EMPLOYEES ASSOCIATION (SNHUPEA)

BY: _____
Gregory Randolph, SNHUPEA President/ Negotiations Committee

BY: _____
Joanne Normand, SNHUPEA Negotiations Committee

BY: _____
Liz Henley, SNHUPEA Negotiations Committee

SOUTHERN NEW HAMPSHIRE UNIVERSITY

BY: _____
Winnie Lerner, Chair, SNHU Board of Trustees

BY: _____
Paul LeBlanc, CEO & President of SNHU

BY: _____
Christopher Morrow, SNHU Negotiations Committee

BY: _____
Katie Mantenuto, SNHU Negotiations Committee

BY: _____
Jane Yerrington, SNHU Negotiations Committee

BY: _____
Scott Barker, SNHU Negotiations Committee

BY: _____
Tia Hooper, SNHU Negotiations Committee