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**2011-2013**  
**Agreement between**  
**The Nebraska State College System**  
**Board of Trustees**  
**(Employer)**  
  
**and the**  
  
**State College**  
**Education Association (Union)**

**July 1, 2011**

**TABLE OF CONTENTS**  
**2011-2013 AGREEMENT**

	Page
Agreement.....	1
Article I - Recognition .....	1
Article II - Nondiscrimination .....	2
Article III - Statement on Academic Freedom.....	2
Article IV – Intellectual Property Rights .....	2
Article V – Program and Working Conditions.....	3
Article VI – Personnel Files.....	7
Article VII- Performance Evaluation .....	8
Article VIII – Professional Development .....	11
Article IX – Grievance and Arbitration Procedure.....	14
Article X – Wages .....	17
Article XI – Fringe Benefits .....	23
Article XII – Use of Facilities and Services .....	29
Article XIII – Association Activities .....	30
Article XIV – Reduction in Force (Lay Off) .....	30
Article XV – Payroll Deductions .....	32
Article XVI – Promotion and Tenure .....	33
Article XVII – Dismissal.....	41
Article XVIII – Board Policy .....	46
Article XIX – Miscellaneous .....	48
Article XX – Duration and Limitations of Contract .....	48
Article XXI – Hiring .....	49

**AGREEMENT  
2011-2013**

This Agreement between the Board of Trustees for the Nebraska State Colleges acting on its own behalf and through its agents (hereinafter referred to as the Board) and the State College Education Association (hereinafter referred to as SCEA) is for the purpose of establishing mutually acceptable procedures, practices, and conditions regarding rates of pay, hours of work, and conditions of employment to be observed by the parties to this Agreement on the three state college campuses regarding the bargaining unit hereinafter described.

**ARTICLE I.  
RECOGNITION**

**Section 1.1 Unit Membership**

The Board recognizes the SCEA as the exclusive bargaining agent for all ranked faculty employees on specific term appointments employed full time by the Board of Trustees of the Nebraska State Colleges, who perform teaching duties at the three state colleges located at Chadron, Peru and Wayne, Nebraska, including department chairs (hereinafter referred to as faculty members). Deans, employees on special appointments (including non ranked faculty, temporary or interim appointments, part time appointments and appointments supported by funds over which the Board does not have control or which the Board cannot reasonably expect to continue indefinitely), and all other professional and support staff employees are not included in the bargaining unit.

**Section 1.2 Exclusive Contract**

The Board agrees that it will not sign any contract, make any written agreement, or recognize any other employee representative for the faculty members during the term of this Agreement.

**ARTICLE II.  
NONDISCRIMINATION**

The Board and SCEA fully agree that employment and institutional policies will be applied fairly and equitably. Neither preference nor discrimination shall be shown by either the Board or SCEA for or against any member in regard to race, color, national origin, age, sex, religion, disability, or affiliation or non-affiliation with SCEA all as provided by law. The parties to the Agreement further agree that no employment or educational policy shall be discriminatory on the basis of individual characteristics other than quality of performance of duties, and conduct in regard to employment as required by the terms of this Agreement, with Board policies and rules, and with applicable laws.

The Nebraska State Colleges are equal opportunity institutions and do not discriminate against any student, employee or applicant on the basis of race, color, national origin, sex, disability, religion, or age in employment and education opportunities, including but not limited to admission decisions. Each College has designated an individual to coordinate the College's nondiscrimination efforts to comply with regulations implementing Title VI, VII, IX, and Section 504. Inquiries regarding non-discrimination policies and practices may be directed to one of the following Compliance Coordinators, currently:

Ms. Kara Vogt - Chadron State College  
Ms. Eulanda Cade - Peru State College  
Dr. Cheryl Waddington - Wayne State College

**ARTICLE III.  
STATEMENT ON ACADEMIC FREEDOM**

Concepts of academic freedom are based on the current AAUP Statement of Principles and Interpretive Comments on Academic Freedom and Tenure ("Statement"). The Statement, however, is not incorporated herein by reference.

**ARTICLE IV.  
INTELLECTUAL PROPERTY RIGHTS**

**Section 4.1 Conditions**

Faculty members shall retain all copyright and intellectual property rights when course materials are created, updated, or modified when the three following conditions are met:

- a) The works reflect research or creativity which within the State College System are defined as traditional works of scholarship and are considered as evidence of professional advancement or accomplishment. Traditional works of scholarship include instructional materials (i.e., lectures, lecture notes, study guides, etc.) journal articles, research bulletins, monographs, books, textbooks, lab notebooks, research files, CD's, software, plays, poems, film and artistic works, as long as the works do not involve substantial use of college resources.
- b) The faculty member has not voluntarily transferred the copyright, or intellectual property right in whole or part, to the Board through a signed written instrument.
- c) The faculty member did not receive specific compensation in exchange for developing the work, the terms of such specific compensation communicated in writing.

Faculty members may be compensated for course revisions pursuant to a signed written instrument.

**Section 4.2 Materials Not Courses**

Faculty do not have intellectual property rights to individual courses or to the curriculum as a whole, but only to self-developed instructional materials used in the development of the course.

**ARTICLE V.  
PROGRAM AND WORKING CONDITIONS**

**Section 5.1 Contract Period**

The contract period extends from one (1) working day prior to the first day of classes of the Fall semester until the completion of the final examination period and commencement ceremonies of the Spring semester or the period of time necessary for faculty members to turn in final grades and required year-end reports, whichever is later. New faculty may be requested to report one (1) day prior to the start date for returning faculty.

## **Section 5.2 Faculty Load**

### **5.2.1 Academic Year Appointments**

During an academic year appointment, faculty members shall be assigned no more than a thirty (30) credit hour adjusted workload, of which no more than twelve (12) credit hours plus or minus one (1) credit hour each semester will be instructional credit hours. The usual and customary instructional workload will be twenty-four (24) adjusted credit hours per academic year contract. Any instructional credit hours above twenty-five (25) will receive overload compensation. Instructional loads with fewer than twenty-three (23) credit hours will be assigned additional duties. The balance of the thirty (30) credit hour workload will be credited to scholarly and service activities.

### **5.2.2 Workload Adjustments**

Reasonable workload adjustments may be made at the discretion of the Board or its designee to take into account scholarly activity for graduate instruction, laboratory courses, private or group music lessons, studio or drama courses, student teacher supervision, coaching duties and/or other out-of-classroom instructional activities. Any instructional hours assigned above the prescribed instructional hours will be considered an overload and will qualify for overload.

### **5.2.3 Notice of Teaching Assignments**

In order to facilitate adequate planning, faculty members will be notified by their Dean as soon as possible of teaching assignments for the semester, but no later than August 1 for fall semester and December 15 for spring semester unless exceptional circumstances exist that prevent meeting those deadlines.

### **5.2.4 Correspondence Courses, Directed Study, and Independent Study**

Correspondence courses, directed study, and independent study assignments will be offered with the approval of the faculty member and at the Dean's discretion. Faculty teaching correspondence, directed study, and independent study courses will be compensated at the rate of two-thirds (2/3) tuition assessed for each enrolled student. Such courses are not eligible for instructional workload adjustment.

## **Section 5.3 Advising**

All faculty members are responsible for advising students. No faculty member will be assigned more than fifty (50) undergraduate and graduate student advisees as adjusted for the number of undeclared students. Faculty members may by mutual agreement with the Dean agree to be assigned more than fifty (50) advisees.

In order to facilitate student advising, each faculty member will announce on the first day of each semester, in accordance with the prescribed number of office hours required and in consultation with the Dean, the specific hours each week he or she will be available for scheduled or drop in appointments.

#### **Section 5.4 Online and Interactive Distance Learning Courses**

Faculty members who are assigned to teach online courses and interactive distance learning courses, for the first time, will be provided notification as soon as possible but no later than August 1 for fall semester and December 15 for spring semester unless exceptional circumstances exist that prevent meeting these deadlines, as well as, prior training in the operation of the technical equipment to be used for such courses. Technical and pedagogical assistance in the preparation of materials for interactive distance learning and online courses will be provided. Logistical support will be provided for distribution of instructional materials and testing at each remote site for interactive distance learning courses.

Faculty teaching via interactive distance learning will receive incentive pay for a three (3) credit hour course at the rate of \$250 per remote site. The number of remote sites shall be limited to no more than three per course. Any exception to this limit must be approved by the appropriate Dean in consultation with the faculty member. Incentive pay for interactive distance learning courses which are either less than or more than three (3) credit hours will be in proportion to this rate.

Online course enrollments will be capped at thirty (30) students per course. If the course enrollment exceeds thirty (30) students, the faculty teaching the course will receive the equivalent of two-thirds (2/3) in-state tuition per student above the enrollment cap. For the purpose of this Agreement, an online course is defined as one where seventy-five percent (75%) or more of the instruction is delivered via internet.

No video/audio tapes of distance learning classes shall be used after completion of the semester without the faculty member's approval, which shall not unreasonably be withheld.

Online and interactive distance learning courses taught will be treated as are all other courses with regard to load and evaluation, except that evaluation strategies and instruments will recognize the non-traditional character of such courses.

Any new online course or distance learning course offered shall first follow customary approval procedures established by the College, which shall include initial approval for the development of such course by the appropriate Dean.

No approved Internet course designed and created by a faculty member without compensation may be conducted by any other person without the consent of the faculty member who created the course, which consent shall not be unreasonably withheld or delayed. If the faculty member gives consent, the faculty member and institution will enter into a compensation contract.

Courses developed at the request of the College, as defined by the purchase agreement and for which the faculty member receives additional compensation, are considered a work for hire and the property of the college and does not require the consent of the faculty member to reassign the teaching of the course to another faculty member.

### **5.4.1 Blended Courses**

A blended course is a course which has two groups of students enrolled in the course- online students and students who will receive instruction face to face in the regular classroom. The course has a single syllabus, a common set of assignments, a common schedule and curriculum. Faculty teaching a blended course shall receive incentive pay at a rate of \$250.

## **Section 5.5 Work Environment**

### **5.5.1 Office Hours**

Office hours on campus are required of all faculty, at least five (5) hours per week for no less than three (3) days per week. Reasonable allowances for office hours may be arranged upon mutual consent between the faculty member and the Dean.

### **5.5.2 Equipment and Furnishings**

The Board shall provide each faculty member reasonable equipment and furnishings necessary to perform assigned duties.

### **5.5.3 Office Space and Clerical Assistance**

Each faculty member shall be provided office space and clerical support from at least an Office Assistant I or equivalent.

### **5.5.4 Computer Services Support**

Faculty members shall be provided computer service for College-approved software and hardware to fulfill their academic and research responsibilities. Computer Services Administration will publish and maintain a list of software for which it will provide technical assistance. Faculty members may not receive support for any other software. In compliance with College procedures, which

require prior disclosure, faculty members may load or have loaded licensed, academic-specific software on their office computers. Approval to load software shall be made in a timely manner and shall not be unreasonably denied. A denial to load software must specify in writing the reasons for such denial. The College will provide wide band network and high speed internet options of speed and connectivity comparable to College standards for specific and legitimate curriculum and research needs. On this alternative system, faculty members may load licensed and academic-specific software and install necessary peripherals as needed.

**5.5.5 Computer Services Notification**

Reasonable efforts will be made to give faculty members ten (10) working days advanced notice when computer hardware or software is replaced.

**5.5.6 Faculty Handbook**

At the beginning of each academic year, each faculty member shall receive an email notice that provides active links to the faculty handbook, the NSCS Board Policy Manual, and the current Agreement with the SCEA.

**ARTICLE VI.  
PERSONNEL FILES**

**Section 6.1 Maintenance**

The Board shall maintain an official personnel file for each faculty member available through the Human Resources Office with access limited to the President, Human Resources Director, Vice President of Academic Affairs, Deans and their appropriate staff. Student employees shall not have access to faculty personnel files.

**Section 6.2 Confidentiality**

Personal information in the personnel file, other than salaries and routine directory information, will be treated in a confidential manner subject to state and federal law.

Copies of employment contracts shall be provided to SCEA upon written notice of the faculty member.

**Section 6.3 Contents**

The personnel file may include, but not be limited to, the following:

- a) General personnel information and employment contracts;
- b) Academic records;
- c) Personnel actions generated by the Board;
- d) Performance evaluations and memoranda of discussions with the faculty member relating to performance;
- e) Observation reports of the faculty member's performance by supervisors;
- f) Tenure and promotion records; and,
- g) Job application materials including employment applications, resumes, reference letters, and school transcripts.

**Section 6.4 Inspection**

A faculty member or SCEA representative whom the faculty member has so designated in writing has the right to inspect the contents of his or her individual personnel file. Files must be reviewed in the presence of an appropriate administrative officer and may not be removed from the office in which they are located.

**Section 6.5 Informed Inclusion**

A faculty member shall be given a copy of any document relating to performance and/or conduct when it is placed in his or her personnel file. The faculty member shall have the right to attach written refutation, rebuttal or comment.

**ARTICLE VII.  
PERFORMANCE EVALUATION**

**Section 7.1 Purpose**

The performance evaluation process shall be for the purpose of improving instruction, encouraging and supporting professional development, and providing information necessary, in part, for personnel decisions, including reappointment, promotion, and tenure decisions. Evaluations shall be conducted by the supervising Dean.

## **Section 7.2 Criteria Categories**

Evaluation shall be consistent with and reflective of the role and mission of the State College System and its emphasis on effective teaching. The criteria categories for evaluation shall be:

- a) Demonstrated ability to teach effectively and to contribute to students' academic growth and development;
- b) Evidence of continuing preparation and study through scholarly and/or creative activities and achievements related to the primary area of employment.
- c) Evidence of service to the college, community, and profession. Evidence of service to the college shall include but not be limited to: good citizenship at the departmental, school, and campus levels, including participation in all aspects of department, school, and campus life; a commitment to responsibly representing the school on committees; and civil and collegial communication with department members and supervisors.

## **Section 7.3 Evaluation Schedule**

Faculty members shall be evaluated by their supervising Dean once each academic year. Such evaluation shall be completed prior to the time the Board receives a report of salaries for the upcoming academic year. The evaluation period will be January 1<sup>st</sup> through December 31<sup>st</sup> with evaluation materials due to the Dean by January 30<sup>th</sup> following completion of the evaluation period. Faculty members in their second year of faculty employment will be evaluated prior to December 1<sup>st</sup>. All evaluation procedures, as described below and concluding with a conference of the Dean and each faculty member, shall be completed prior to April 1<sup>st</sup> following completion of the evaluation period.

Should the evaluation not be completed on schedule when evaluation materials have been provided in a timely manner, the faculty member shall be deemed to have provided satisfactory performance.

## **Section 7.4 Evaluation Procedure**

Evaluations will be predicated on the criteria categories in 7.2, and their relative importance, professional assignments communicated in writing to the faculty member, and written Faculty Development Plans. Such plans will have annual goals and specific objectives. The Dean and faculty member will prepare the plan which will be included in the individual's personnel file.

In determining progress during an evaluation period, the Dean and faculty members will use student instructional effectiveness surveys as one important index of teaching effectiveness. Student surveys will be conducted in two

courses taught by the faculty member during each academic year. All faculty may elect to have more than two courses surveyed. Non-tenured faculty may be required to have all courses surveyed. The courses selected for the student survey should be in their primary area of teaching assignment. If the ratings in those two courses are less than satisfactory, the College reserves the right to survey all courses. The Dean or a designee shall assist with administration of student surveys. The Dean will provide the faculty member with a summary of the results within thirty (30) working days following the conclusion of the surveyed course. The summaries of the student surveys and comments will be given to the faculty member and a copy will be placed in the personnel file. Without faculty permission, student surveys and summaries and faculty evaluations will be available only to academic supervisory personnel and their staff. The faculty member may request third party verification of the accuracy of the student surveys' summaries. The third party will be agreed upon by the faculty member and the Dean. Student surveys will be maintained for one semester following the semester in which the surveys were administered, for purposes of such validation. To support the evaluation process, evidence may also be collected from class visitations, monitoring on-line courses with notification, course outlines, tests, quizzes, writing assignments, review sheets, and other relevant sources. The evaluation will not be based on student surveys only.

When an online or interactive distance learning course is evaluated, the quality of teaching and its impact on instructional outcomes will be emphasized apart from any technology variables that may affect instruction. At the end of each evaluation period, Deans will confer with each faculty member to assess progress and/or complete a formal evaluation. Evaluation forms will include three rating categories for performance - satisfactory, needs improvement and unsatisfactory. Only an overall satisfactory performance designation is eligible for any negotiated annual increase to base salary. Faculty members will provide reasonable documentation and materials which assist in assessing progress made in support of the goals and objectives stated in the professional development plan. The Dean will provide each faculty member a copy of strengths identified and/or improvements required in the individual's performance with recommendations to assist improvement and to reach specific outcomes. Conclusions resulting in changes in the objectives and activities of the professional development plan will be attached to the original plan. In the case of identified areas of concern, a plan for implementation of recommendations with specific outcomes will be created by the Dean in consultation with the faculty member. Such a plan will be signed and attached to the original faculty development plan and evaluation. No determination of less than "satisfactory" can be assigned without prior written notice of administrative concerns and reasonable time to address such concerns. A faculty member may submit written comments on the evaluation prior to subsequent administrative review. A copy of the evaluation and comments will be placed in the faculty member's personnel file.

All evaluations of probationary tenure-track faculty members will include a discussion of progress toward the awarding of tenure. Faculty members who serve as departmental chairs will not conduct formal evaluations. Department chairs will serve in a consultative role which may include review of materials and making recommendations, which may include, but not be limited to, evaluations with respect to departmental citizenship or service. Through a process developed by the Dean, departmental faculty may recommend individuals to the Dean to serve as department chairs.

Evaluations shall not be subject to grievance or hearing procedures except for compliance with the procedures specifically enumerated in this Article. However, if an evaluation results in the denial of a salary increase, the faculty member may request a conference with the final evaluators for reconsideration, which decision shall be final. The faculty member has the right to have a SCEA representative participate in this meeting.

Quality of performance and conduct regarding employment as required by the terms of this Agreement, Board policies and rules, and applicable laws shall form the sole basis for evaluation of faculty members.

## **ARTICLE VIII. PROFESSIONAL DEVELOPMENT**

### **Section 8.1 Sabbatical Leave**

The purpose of sabbatical leave is to provide an opportunity for faculty members to engage in scholarly, creative, professional, research, or other academic activities that will enhance the faculty member's contribution to the College. Sabbatical leave is an important element in professional development. Tenured faculty members who have been employed at the College for at least seven (7) consecutive years shall be eligible to apply for sabbatical assignments. Faculty members are not eligible to receive sabbatical assignments more frequently than once every seven (7) years. Each College shall make available at least one (1) sabbatical per fifty (50) faculty members, or major fraction thereof, per year. Awarding of such sabbatical shall be contingent upon the receipt of a meritorious proposal.

Applications for sabbaticals shall be submitted according to a deadline established by the Academic Vice President, but no later than December 1<sup>st</sup> of the fall semester of the year preceding the year for which the sabbatical is requested. The application shall include a plan of professional development to be pursued during the assignment and a statement of the anticipated value of the sabbatical to the faculty member and the College. Each College shall establish a committee to evaluate the sabbatical applications and make

recommendations to the Academic Vice President. After consultation with the Academic Vice President, the President shall make final decisions on all applications. Faculty members will be notified in writing of the President's sabbatical decisions no later than February 1<sup>st</sup>.

Sabbatical assignment compensation may be set at full pay for one academic semester, one-half (1/2) pay for the academic year, or a lesser amount. Faculty members may avail themselves of fellowships, assistantships or other sources of limited means, to offset travel and displacement cost while on sabbatical; however, this Section shall not permit full-time employment while on sabbatical.

Faculty members on sabbatical will continue to receive the proportionate share of the College's contribution for applicable insurance and retirement plans. The remaining portion will be paid by the faculty member.

Within ninety (90) days following return from sabbatical, the faculty member shall submit to the Academic Vice President a written report summarizing the activities and results of the sabbatical assignment.

A recipient of a sabbatical assignment may, at the discretion of the President, be required to return to the College for a period of one (1) year or to immediately repay the salary and cost of benefits received from the College while on sabbatical.

Time on sabbatical shall count toward the time requirements for rank promotion.

### **Section 8.2 Leave of Absence**

Faculty members who have been employed at the College for three (3) consecutive years shall be eligible to apply for a leave of absence for the purpose of research, education, travel, work at other institutions, or private business organizations, or engaging in other activities which will improve the faculty member professionally and be of benefit to the College. Such leave of absence is without pay. However, if the leave of absence is at the request of the College, and the faculty member has been employed at the College for four (4) consecutive years, such leave may be compensated with one-half (1/2) pay for one (1) academic year, full pay for one (1) semester, or a lesser amount by mutual agreement of the faculty member and the College.

The recipient of a paid leave of absence may, at the discretion of the President, be required to return to the College for a period of one (1) year or to immediately repay the salary and cost of benefits received while on the leave of absence.

Requests for leave of absence must be submitted according to a deadline established by the Academic Vice President, but no later than December 1 of the year preceding the year for which the leave is requested. Requests for a leave

of absence without pay may be requested after the December 1 deadline if there are extenuating circumstances, such as receipt of a Fulbright award. Such leaves are limited to one (1) year but leave without pay may be extended one additional year by mutual agreement. Requests for extension must be received by February 1. Granting leaves of absence is at the discretion of the President, and is a non-grievable matter. Time on leave without pay does not count toward time requirements for tenure or rank promotion unless mutually agreed upon in writing by the faculty member and the President at the time of leave approval.

Faculty members on a paid leave of absence will continue to receive the proportionate share of the College's contribution for applicable insurance and retirement plans. The remaining portion will be paid by the faculty member.

Faculty members on an unpaid leave of absence may contribute to the retirement plan and participate in applicable insurance programs at their own expense.

Within ninety (90) days following return from a leave of absence, the faculty member shall submit to the Academic Vice President a written report summarizing the activities and results of the leave.

### **Section 8.3 Professional Development Fund**

The purpose of this Section is to encourage and support faculty development, leading to greater effectiveness of instruction. Nothing in this section shall be construed to restrict the Board's right to support additional activities for that purpose.

Each College shall provide a professional development fund to facilitate the broadest creative applications for instructional improvements. Applications for use of such funds shall be reviewed by a faculty committee established by the Faculty Senate. The committee shall submit recommendations to the Academic Vice President and President for final decision and award.

Professional development activities which could be funded include, but are not limited to:

- a) Attending, presiding, and/or presenting at professional meetings;
- b) Grants for research and study;
- c) Support for bringing faculty development consultants on-site in fields related to instructional programs;
- d) Support for development activities identified in faculty professional portfolios; and,
- e) Development of new distance learning courses.

A report detailing activities and their impact on instruction shall be submitted by the faculty member to the appropriate committee responsible for funding and the Academic Vice President within ninety (90) days.

**ARTICLE IX.  
GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 9.1 Limitations**

The grievance and arbitration procedure as set forth herein is designed to provide a prompt and efficient method for the resolution of grievances. The grievance procedure hereinafter set forth shall be the exclusive method for resolving grievances concerning the administration of this Agreement. Time limits provided herein should be adhered to unless modifications are agreed to in writing by the parties to the grievance.

**Section 9.2 Representation**

A faculty member (grievant) shall have the right to have a SCEA representative participate in any step of the grievance and arbitration procedure.

**Section 9.3 Grievance Defined**

A grievance is defined to be a dispute filed by a faculty member, a local chapter of the SCEA, or SCEA concerning the interpretation or application of this Agreement, or other terms and conditions of employment, and filed in accordance with the terms of this Article.

The parties jointly agree that the procedure for grieving decisions to terminate an appointment prior to its expiration is outlined in Article XVII, Dismissal, and is the exclusive method for resolving such grievances.

**Section 9.4 Informal Grievance**

Prior to the filing of a formal grievance hereunder, a faculty member shall discuss his or her dispute with the appropriate Dean or the administrator who made the decision at issue in an attempt to resolve the dispute. Similarly, representatives of SCEA may informally present and discuss the dispute on behalf of any faculty member or group of faculty members with the appropriate Dean or administrator who made the decision at issue. Any mutually acceptable disposition shall be reduced to writing, signed by the parties, and shall be binding on the parties as to the facts and circumstances giving rise to the dispute and the matters therein resolved. However, the written disposition shall not constitute a binding precedent in the disposition of other similar disputes that may subsequently thereafter arise.

### Section 9.5 Formal Grievance

In reducing a grievance to writing, the following information must be stated with reasonable clarity:

- a) the exact nature of the grievance;
- b) the act or acts of commission or omission;
- c) the dates of the act or acts;
- d) the identity of the party or parties alleged to have caused the grievance;
- e) the specific provisions of the Agreement or policies that are alleged to have been violated; and
- f) the remedy that is sought.

### Section 9.6 Procedure

A formal grievance shall be processed in the following manner:

- a) **Step 1.** A formal grievance shall be filed in writing with the Vice President for Academic Affairs within twenty (20) working days following the act or omission giving rise thereto, or the date on which the grievant knew, or reasonably should have known, of such act or omission if the date is later.

The Vice President for Academic Affairs has ten (10) working days after receipt of the grievance, or any extension provided for herein, to review the grievance. The Academic Vice President shall issue a determination in writing to the grievant and the SCEA within the ten (10) working day period. If the written determination refers to documents, copies of such documents shall be attached.

Upon the written request of either party to the other, an additional ten (10) working days extension shall be granted during which period efforts to resolve the grievance shall be made. Any mutually acceptable disposition at this stage shall be reduced to writing, signed by the parties, and shall be binding on the parties as to the facts and circumstances giving rise to the dispute and the matters therein resolved. However, the same shall not constitute a binding precedent in the disposition of other similar disputes that may subsequently arise. In the event the written decision refers to documents, copies of such documents shall be attached to the decision.

- b) **Step 2.** The grievant and/or SCEA shall have five (5) working days from receipt of the Academic Vice President's determination to appeal by filing the grievance and all prior responses with the College President.

Within ten (10) working days of receipt of the grievance appeal, the President shall submit the grievance to a "Grievance Advisory Committee" consisting of three (3) tenured faculty members chosen by the local Faculty Senate, none of whom is a member of the grievant's department, and two (2) other persons chosen by the President, one of whom shall be a tenured faculty member who is not a member of the grievant's department, and the other either another tenured faculty member or a senior administrator at the Dean's level or above.

The Grievance Advisory Committee shall hold a hearing within ten (10) working days after receipt of the grievance and shall admit and consider evidence submitted by the parties in the form of documents or the testimony of witnesses. The grievant shall have the right to attend all evidentiary proceedings of the committee, to present evidence, to examine documents, to question witnesses, and to otherwise present any relevant argument or evidence. The grievant shall also have the right to assistance by counsel at the grievant's expense. The committee following its own procedures and in accordance with this Agreement shall submit a complete audio and video record of the hearing, copies of all exhibits, and the committee's findings and recommendations to the President, SCEA, and grievant within ten (10) working days following the hearing. Any party who wishes to use a court reporter to take a verbatim transcript may do so at its own expense.

The President shall issue a written decision to the grievant and SCEA within five (5) working days following receipt of the recommendation of the Grievance Advisory Committee.

- c) **Step 3.** The grievant and/or SCEA shall have ten (10) working days from receipt of the President's decision to appeal that decision to the Chancellor. A copy of the grievance and all prior written recommendations and responses is to be provided. The Chancellor shall review and notify the grievant of his or her decision within fifteen (15) working days.

If the Chancellor's decision under this Step fails to satisfy the grievant, the grievant wishing to continue may seek relief under one of the following three options:

- 1) applicable State or Federal laws;
- 2) by mutual agreement of the parties, pursue mediation; or,
- 3) by mutual agreement of the parties to binding arbitration. It is the intent of the parties to agree to binding arbitration unless the matter clearly cannot be grieved. Should the parties agree to arbitration and are unable to agree on an arbitrator within ten (10) working days, the dispute shall be referred to the American Arbitration

Association for resolution by an arbitrator from its labor panel in accord with its voluntary rules of labor arbitration. The cost of arbitration shall be shared equally by the Board and SCEA and/or the grievant. Such cost shall be limited to the arbitrator's fees and expenses and charges of the American Arbitration Association.

**Section 9.7 Reprisals**

There shall be no reprisals taken against a faculty member for the filing of a grievance or participating as a witness in a grievance hearing.

**ARTICLE X.  
WAGES**

**Section 10.1 Request for Budgetary Proposals**

It is agreed that the Local Chapter SCEA President may submit information and ideas on budgetary matters to the college President for consideration in setting the annual college budget request. Upon an appropriate request, the Local Chapter SCEA President shall be placed on the agenda for a college budget discussion prior to the time the college decides on its final budget request. Copies of the instructional services budget requests submitted to the Department of Administrative Services on or before September 15 of the budget request year shall be provided by the Chancellor to the SCEA President prior to Appropriations Committee and Legislative action.

**Section 10.2 Budget Notification**

A copy of the instructional services portion of the operating budget shall be provided by the Chancellor to the SCEA President promptly after final approval by the Board of Trustees.

**Section 10.3 Base Salary Adjustments**

Salary dollars will be distributed as follows:

- a) For 2011-2012, each returning faculty member with satisfactory performance shall receive a one (1%) percent increase above the prior year base salary.
- b) For 2012-2013, each returning faculty member with satisfactory performance shall receive a one (1%) percent increase above the prior year base salary.

## 2011-2013 SCEA Agreement

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- c) Faculty earning new doctorates will be awarded an additional three thousand dollars (\$3,000) upon receipt by the college human resources director of official transcripts or sufficient documentation from the awarding institution indicating the awarding of the degree. New doctorates must be completed and official transcripts received prior to September 1<sup>st</sup> of the contract year in order to receive additional compensation. The additional compensation shall not be included in the faculty member's prior year base salary for the purpose of salary increases under sections a) and b) above.
- d) Faculty members receiving promotion to a new academic rank shall either advance to the rank base salary floor or receive an additional three thousand dollars (\$3,000) to his or her annualized salary, whichever is higher. Comparison with rank base salary floor will occur after application of salary increases as per sections a), b), and c) above. The amount of this award will not be included in the faculty member's prior year base salary for the purpose of salary increases under sections a) and b) above.
- e) There will be an increase in rank base salary (promotion base or minimum) for 2011-2012 of one-half (.5%) percent and for 2012-2013 of one-half (.5%) percent.

The following 2011-2012 and 2012-2013 rank base salaries (promotion base or salary minimums) shall apply to all faculty members beginning work prior to the Fall 2011 semester.

	<u>2011-2012</u> Increase	<u>2011-2012</u> Rank Promotion Base Salaries
Professor	.5%	\$63,734
Associate	.5%	\$53,197
Assistant	.5%	\$45,592
Instructor	.5%	\$35,424

**2011-2013 SCEA Agreement**

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	2012-2013 Increase	2012-2013 Rank Promotion Base Salaries
Professor	.5%	\$64,053
Associate	.5%	\$53,463
Assistant	.5%	\$45,820
Instructor	.5%	\$35,601

- f) New faculty shall not be hired at rates less than the new hire rank base salaries. There will be an increase in the new hire rank base salary for 2011-2012 of one-half (.5%) percent and for 2012-2013 of one-half (.5%) percent.

The following 2011-2012 and 2012-2013 new hire rank base salaries shall apply to all faculty members hired to begin work in the first semester of the 2011-2012 or 2012-2013 academic years:

	2011-2012 Increase	2011-2012 New Hire Rank Base Salaries
Professor	.5%	\$58,326
Associate	.5%	\$48,710
Assistant	.5%	\$41,730
Instructor	.5%	\$33,670
Lecturer	n/a	\$33,670

## 2011-2013 SCEA Agreement

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	2012-2013 Increase	2012-2013 New Hire Rank Base Salaries
Professor	.5%	\$58,618
Associate	.5%	\$48,954
Assistant	.5%	\$41,939
Instructor	.5%	\$33,838
Lecturer	.5%	\$33,838

- g) Salary levels established herein shall constitute minimum base salaries. Salary offer on initial contract may exceed the base minimum, but a salary offer below the negotiated salary range is an expressed violation of this agreement.

### Section 10.4 Appointment Notification

Appointment letters specifying salaries shall be issued to bargaining unit members no later than fifteen (15) days after the Board has formally approved the individual salaries of bargaining unit members. Salaries agreed to in Article IX, Sections 3a and 3c, shall constitute minimum base salaries, and any salary offered to a faculty member below the negotiated salary range is a violation of this agreement.

### Section 10.5 Unit Members Yearly Salary Notification

The Chancellor shall provide lists of all bargaining unit member's salaries to the SCEA President after the Board has formally approved the salaries of the bargaining unit members. New hire bargaining unit salaries will be provided to the SCEA President by September 30 of each year upon request.

### Section 10.6 Overload Compensation

Wages for overload during the regular academic semester, whether it be for short session two-week courses, workshops, or extended campus classes, shall be computed at the rate of two percent (2.0%) of the faculty member's academic year salary per credit hour. If assigned more than thirteen (13) instructional workload credit hours, any credit hour beyond twelve (12) instructional credit hours shall be considered an overload credit hour. If assigned more than twenty-

five (25) credit hours for the academic year, any credit hours beyond twenty-four (24) will be considered an overload.

If travel is involved, the faculty member shall be provided compensation for travel time to and from the teaching assignment and for meals and lodging if necessary. Faculty members granted sabbatical leave are not eligible for teaching assignments or for overload compensation during the sabbatical period.

### **Section 10.7 Summer Classes**

Wages for summer classes offered during the period between the end of spring semester to fall semester shall be computed at the rate of two and one half percent (2.5%) of the faculty member's academic year salary per credit hour, not to exceed twenty-two and one half percent (22.5%) of the year's salary during summer employment for an eight (8) week session or two four (4) week sessions or twenty-five percent (25.0%) for a ten (10) week session or two five (5) week sessions. The twenty two and one half percent (22.5%) and twenty five percent (25.0%) summer earning limits apply to only credit hour producing faculty assignments. Credit hours shall be adjusted for laboratory and/or graduate courses in a manner consistent with course load practice during the regular term. Local SCEA chapters shall be advised regarding such adjustments, and the criteria used will be filed with the Chancellor. Summer courses which do not meet previously established campus enrollment minimum standards may with the approval of the faculty member and at the discretion of the President, be taught with faculty compensation equal to two-thirds (2/3) of the in-state resident tuition rate.

### **Section 10.8 Summer Contracts**

Campus administrations shall attempt equitable distribution of summer employment, consistent with the demand of individual programs. Summer contracts will be issued no later than five (5) working days prior to the start of each semester and/or course start date. For purposes of faculty compensation, actual enrollments will be determined on this date. However, if student enrollment meets or exceeds the previously established campus enrollment minimum standards on the last day that students can drop the course with full tuition refund, a new contract will be issued at the full summer compensation rate delineated in Section 10.7A.

### **Section 10.9 Summer Salary List**

Upon request the college President shall provide local SCEA chapter presidents with a list of summer salaries drawn from the allocated summer session budget.

### Section 10.10 External Grants

Faculty awarded grants that are funded outside the institution, which grants having been previously approved by the President and containing grant monies for such purpose, shall be compensated by the provisions of the award. Such compensation is independent of any compensation earned for student credit hour producing courses, must have the specific and prior approval of the President.

### Section 10.11 Department Chair Compensation

The rates and methods for compensation of all department chairs and other faculty leadership positions will be established by the college administrations depending upon the varying administrative workloads, institutional responsibilities, and complexities of assignment. Department chair compensation will be no less than two thousand dollars (\$2,000) and/or no less than three (3) instructional workload hours reassigned time per academic year. Maximum compensation will be no more than three thousand dollars (\$3,000) and/or no more than ten (10) instructional workload hours reassigned time per academic year. Maximum compensation for the summer will be no more than three (3) credit hours or less than one (1) credit hour equivalent salary, if administrative duties are assigned. The compensation rates paid for department chairs will be communicated to all department chairs on campus when contracts are issued.

### Section 10.12 Transfer to Instructional Duties from Administrative Duties

When faculty, who have been assigned administrative duties return to faculty instructional status, their salary will be negotiated with the administration within the following limits:

- a) Five percent (5%) will be added to their salary calculated as if they had remained a faculty member during the time of administrative duties and received the normal negotiated raises; and,
- b) The average salary of the three highest faculty members of like rank and qualifications on the campus in which the individual holds tenure plus five percent (5%), whichever is higher.

When administrators who have not served in the teaching ranks of the institution are reassigned to faculty instructional status their salary will be negotiated with the administration within the following limits:

- a) Five percent (5%) over the SCEA Negotiated Rank Promotion Base Salary for their assigned rank; and,

- b) The average salary of the three highest faculty members of like rank and qualifications on the campus in which the individual is appointed plus five percent (5%), whichever is higher.

## **ARTICLE XI. FRINGE BENEFITS**

### **Section 11.1 Insurance Coverage and Carriers**

The Board agrees to make available the same level of group medical, dental, life, vision and disability insurance coverages currently being provided. If costs of coverage should increase during the second year of this Agreement, the Board and SCEA agree to continue the same arrangement for sharing costs. Nothing within this Agreement, however, shall prohibit the Board from considering other insurance carriers. Prior to putting any insurance contract out for bids to insurance companies, the Board shall meet and confer with the SCEA in regard to specifications of such contracts.

### **Section 11.2 Medical Insurance**

A medical plan will be offered which requires the faculty member to satisfy the lowest calendar year deductible amount offered through the Educators Health Alliance (EHA), a co-insurance amount, and an out-of-pocket stop loss limit amount as offered by the current insurance carrier after which all other eligible medical claims will be covered for the remainder of the calendar year up to a lifetime maximum of \$5 million for each covered person (if allowed under Federal Law). The Board will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the single medical plan for the term of this Agreement, with the faculty member responsible for the remaining amount of the cost of coverage. For those who opt for coverage under a family medical plan, the Board will contribute toward the family, employee/children or employee/spouse plan a fixed dollar amount equivalent to seventy-five percent (75%) of the aggregate costs of the family medical plan for the term of this Agreement, with the faculty member responsible for the remaining amount of the cost of coverage.

### **Section 11.3 Dental and Vision Insurance**

A Preferred Provider (PPO) dental plan will be provided which covers one hundred percent (100%) of the aggregate costs of preventive and diagnostic services, maintenance dentistry, and restorative dentistry provided by a PPO participant. Non-PPO provided services will be covered at a reduced rate of

## 2011-2013 SCEA Agreement

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eighty percent (80%). Such coverage will include dental services ranging from examinations, cleaning and fillings to caps, crowns, bridges and root canals. Orthodontic services will not be provided. The Board will contribute eighty-five percent (85%) toward the cost of single dental coverage. For faculty members opting for family dental coverage, the Board will contribute seventy-five percent (75%) toward the cost of family, employee/children or employee/spouse dental coverage. A faculty member must be enrolled in the group medical plan to be eligible for dental plan coverage.

A voluntary vision insurance program shall be provided. The Board shall contribute fifty percent (50%) toward the cost of single vision coverage for the plan option selected by the faculty member.

### **Section 11.4 Non-Participation In Medical/Dental Plan**

For faculty members who have medical coverage provided by a spouse and who elect not to participate in the individual medical and dental plan provided by the Board, a monthly credit of one-hundred ten dollars (\$110.00) will be made available as a cash payment in the form of additional salary or as a payment which may be applied to other fringe benefit options that are then available such as supplemental life insurance, disability insurance, or a supplemental retirement annuity account.

The parties agree that should the insurance underwriter disallow this option during the term of this Agreement the credit will no longer be available. If there are any funds not allocated to health care insurance because of the discontinuation of this Section, the disbursement of these funds in the aggregate will be negotiated with the SCEA. The parties agree that HSA and Flex Plan contributions in lieu of the cash payments provided pursuant to this section will be considered and discussed prior to December 31, 2010.

### **Section 11.5 Flexible Spending Account**

The Board agrees to continue its current Internal Revenue Service Code Section 125 Plan to provide an opportunity for faculty members to voluntarily participate in a flexible spending account, subject to provisions of IRS Code Section 125. Faculty members may choose to set aside an amount from their paychecks only, which is not taxed, in a medical or dependent care account for payment of eligible expenses.

### **Section 11.6 Life Insurance**

A life insurance plan offering group term basic life insurance coverage in the amount of thirty thousand dollars (\$30,000) will be provided at the Board's

expense with the faculty member permitted to supplement the basic coverage with either a ten thousand dollar (\$10,000), twenty thousand dollar (\$20,000), fifty thousand dollar (\$50,000), one hundred thousand dollar (\$100,000) or one hundred eighty thousand dollar (\$180,000) optional life insurance policy addition at the faculty member's expense. Faculty members may also purchase a two thousand dollar (\$2,000) dependent life policy on spouse and child, or a five thousand dollar (\$5,000) dependent life policy on a child, or ten thousand dollar (\$10,000) coverage for a spouse at the faculty member's expense.

### **Section 11.7 Disability Insurance**

A group long-term disability plan will be provided which will pay sixty-six and two-thirds percent (66 2/3%) of salary after ninety days (90) of continuous disability as defined by the insurance carrier. The Board will provide seventy-five percent (75%) of the aggregate costs of this coverage.

### **Section 11.8 Retirement Contributions**

The TIAA/CREF (Teachers Insurance and Annuity Association of America and the College Retirement Equities Fund) retirement plan presently in effect shall be continued and the Board shall take no action to decrease the benefits under the present retirement plan during the term of this contract. During the term of this Agreement, the Board contribution will be eight percent (8.0%) with all eligible new hires required to contribute six percent (6.0%) of their gross earnings amount. New hires are eligible to participate in the retirement plan at age twenty-five (25) with two (2) years of consecutive service. Participation is mandatory at age thirty (30).

### **Section 11.9 Sick Leave**

Paid sick leave shall accrue at the rate of twelve (12) days per year. Sick leave accrual shall begin the first day of employment, and unused sick leave may be accumulated up to and including one hundred-eighty (180) working days. The Board may require documentation to substantiate the legitimate use of sick leave. The Board shall remunerate currently employed faculty members replacing colleagues on sick leave for more than two (2) weeks at an overload pay rate, when the Academic Vice President considers such remuneration to be warranted and reasonable.

Sick leave is not intended as any earned time off with pay, and will not be granted as such.

Unused sick leave will not be paid out at the end of employment.

### Section 11.10 Reasons to Utilize Sick Leave

Sick leave may be taken for absences made necessary by reason of illness, injury, medical appointments or disability (including temporary illnesses caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery), by exposure to contagious disease which may endanger the faculty member or public health, or by reason of the illness of a family member who resides in the faculty member's household.

Up to ten (10) days of earned but unused sick leave in an academic year may also be taken by reason of the serious illness of a family member who does not reside with the faculty member. Family member shall be defined to include the spouse, child, stepchild, legal ward, parent, or persons bearing the same relationship to the faculty member's spouse. Serious illness shall mean a disabling physical or mental illness which requires in-patient care in a hospital, nursing home, or hospice, or significant in-home care.

Up to five (5) days of earned but unused sick leave in an academic year may also be taken for the placement of a child with the faculty member for adoption or for foster care. A reasonable extension may be requested which shall not unreasonably be denied.

### Section 11.11 Family Medical Leave

Faculty members with one (1) year of service and who have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period shall be entitled, in accordance with federal regulations under the Family and Medical Leave Act (FMLA) to take up to twelve (12) work weeks of unpaid family and medical leave during any twelve (12) month period for reasons related to family and medical needs.

Eligible faculty members, may use FMLA leave:

- a) for the birth of a child, or the placement of a child with the faculty member for adoption or for foster care;
- b) to care for a spouse, children, parents, or persons bearing the same relationship to the faculty member's spouse with a serious health condition;
- c) for the faculty member's own serious health condition; or,
- d) for any qualifying exigency arising out of the fact that the spouse, son, daughter or parent of the faculty member is on active duty (or has been notified of any impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Note: "Children" shall mean a biological, adopted or foster child, a step-child or legal ward.

A serious health condition is defined to include:

- a) an illness, injury, impairment, or physical or mental condition that involves either in-patient care, meaning an overnight stay in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider for three (3) or more consecutive days;
- b) any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., morning sickness);
- c) period of incapacity because of a chronic serious condition (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., an asthma attack);
- d) any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if untreated, e.g., cancer (chemotherapy), kidney disease (dialysis).

Sick leave may be used at the election of the faculty member during family and medical leave. Although faculty members may retain accrued, unused sick leave, such leave shall not accrue while on FMLA leave.

Requests for family and medical leave must be submitted to the Dean and Human Resource Director for approval. Appropriate medical certification or documentation may be required.

To the extent possible, thirty (30) days notice will be given by the faculty member, and where possible, an effort will be made in the case of a faculty member to begin and end the leave to coincide with the beginning of academic semesters.

The Board agrees to continue to pay its portion of insurance premiums during the term of FMLA leave.

In the event both parents are eligible under this policy, the couple shall be entitled to a combined total of twelve (12) work weeks of leave for the birth and care of a newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

A faculty member who is a spouse, child, parent or next of kin (nearest blood relative) to a member of the Armed Forces who is being treated for, recuperating from or is on the temporary disability retired list due to a serious injury or illness is entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to provide care for the service member as provided by the Family and Medical Leave Act as amended by the National Defense Authorization Act for FY 2008.

## 2011-2013 SCEA Agreement

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### **Section 11.12 Bereavement Leave**

Faculty members shall be granted leaves of absence without loss of salary for up to five (5) days during each academic year in the event of a death in the immediate family. Immediate family shall be defined as spouse, children, stepchildren, grandchildren, adopted children or wards, parents, brothers, sisters, grandparents, or someone who bears a similar relationship to spouse of employee. Such leave must be approved through the College's usual leave practices or procedures.

### **Section 11.13 Immediate Family Tuition Remission and Faculty Tuition Waiver**

A sixty-seven percent (67.0%) tuition remission shall be available for the faculty member's immediate family (spouse and children who are twenty-four (24) years of age or younger) members on a space available basis. Although online courses have a single rate, a portion of the rate consists of fees. The remission provided for online courses will be 67% of the equivalent resident tuition rate for an on-campus course. Remissions are subject to the following conditions:

- a. The immediate family member must be admitted as a student of the College and must have met all normal academic requirements for the courses taken.
- b. This tuition remission is not available to the immediate family members of employees whose anticipated employment period is less than six (6) months, regardless of FTE employment status.

Faculty members shall be eligible to enroll in credit courses for one dollar (\$1.00) per course plus applicable course related fees, such as lab, materials, etc., which are normally added above tuition. \$1,00 covers the cost of tuition for purposes of this waiver program. Although online courses have a single rate, a portion of the rate consists of fees. The waiver provided for online courses will be based on the equivalent resident tuition rate for an on-campus course (beyond \$1.00). Tuition waiver under this provision will be limited to one course per term on a space available basis and such enrollment will not be counted toward minimums necessary for a course to be offered.

### **Section 11.14 Crisis Leave Donations**

Faculty members may contribute one (1) day of accrued sick leave per calendar year to benefit another employee at the same College who is suffering from a catastrophic illness. Sick leave shall be donated in no less than a one (1) day increment. Hours donated, but not used, will be maintained in a shared leave pool and distributed on an as needed basis to eligible employees by a Shared Leave Committee designated by the College which shall include at least one faculty member from the SCEA bargaining unit.

The Committee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of ninety days (90) in a twelve (12) month period. To be eligible to receive donated leave, an employee must have had absences of at least thirty (30) days during the prior six (6) months and have exhausted all paid leave due to his or her own serious health condition, as defined, and which has caused, or is likely to cause, the employee to take leave without pay. The crisis leave-sharing program will permit salary and health insurance continuation for those employees receiving shared leave.

Details of the Crisis Leave Sharing Program are available at the College Human Resources Office.

### **Section 11.15 Employee Assistance Program**

The Board shall make available an Employee Assistance Program to faculty members. The Board shall pay the annual flat rate as established by the program provider. Any other costs shall be borne by the faculty member.

## **ARTICLE XII. USE OF FACILITIES AND SERVICES**

### **Section 12.1 Facilities**

SCEA and faculty members shall be permitted to transact official SCEA business on College property or through campus email at reasonable times, provided that such business shall not interfere with or interrupt normal College operations or the responsibilities of faculty members.

### **Section 12.2 Access to Equipment and Services**

SCEA shall continue to have access to use of printing, duplicating, addressing and other services subject to the then current use and fee requirements for non-College related organizations. SCEA shall not have access to central College mail delivery services but shall be allowed to leave mail in faculty member mail boxes.

**ARTICLE XIII.  
ASSOCIATION ACTIVITIES**

**Section 13.1 Negotiation Team Member Notification**

SCEA shall provide the Vice Chancellor for Employee Relations with the names of the members of the SCEA negotiating team on or prior to September 12, 2012. Each team shall be limited to six (6) members. Likewise, the Vice Chancellor shall provide SCEA with the names of the Board's negotiating team on or prior to September 12, 2012. Alternate team members may be identified at a later date if the need arises.

**Section 13.2 Leave To Negotiate**

No more than six (6) SCEA negotiation team members shall be granted leave without loss of salary to participate in negotiation sessions with the Board. Deans and Department Chairs must be informed of such leave through the usual leave practices or procedures.

**Section 13.3 Board Agenda and Meeting Materials**

Board of Trustees agendas, minutes and meeting materials shall be available on the NSCS website.

**ARTICLE XIV.  
REDUCTION IN FORCE (LAY OFF)**

**Section 14.1 Faculty Advisory Committee**

It is specifically agreed that whenever a reduction in force is necessary due to non-viability of programs, financial exigency, budget reductions, over-staffing or by the direction of the Legislature, a faculty advisory committee shall be established at the affected College to provide recommendations to the Board. In each instance the faculty advisory committee shall be established by the President. Members of the committee shall be recommended by the Faculty Senate. In each instance, the faculty advisory committee shall provide recommendations regarding program viability based on pre-determined viability standards and within the time limits established by the Board. It is specifically agreed that the faculty advisory committee recommendation shall be advisory only and that any final decisions regarding the necessity of reduction in force shall be reserved to the College administration and Board.

### **Section 14.2 Reduction in Force Decision**

It is specifically agreed that the decision as to when a reduction in force is necessary is reserved to the College administration and Board. When reduction in force becomes necessary, the Board or the College administration shall inform SCEA of that fact in writing.

### **Section 14.3 Attrition/Layoff**

The Board shall make an effort to avoid a layoff by use of attrition wherever possible.

### **Section 14.4 Criteria for Layoff**

In laying off faculty members in accordance with the order listed in Section 14.5 of the Article, the following criteria shall be utilized:

- a) Program viability shall be the controlling consideration in all instances.
- b) A reduction in force shall be made in such a way that the remaining faculty members possess necessary qualifications to perform assigned duties needed for offering a viable program.
- c) Faculty members with higher academic preparation, after considering program viability, shall be given retention preference in laying off faculty members that are similarly situated. However, if faculty members have the same academic preparation, the member with more years of teaching service to the college shall be retained.

### **Section 14.5 Layoff Order**

It is specifically agreed that faculty shall be laid off in the following order after the programs have been arrived at under Section 14.4.

- a) Temporary part-time
- b) Temporary full-time
- c) Regular part-time
- d) Regular full-time non-tenured
- e) Regular full-time tenured faculty.

### **Section 14.6 Recall and Reemployment Rights**

Faculty members who are laid off shall retain recall rights at their own campus for two (2) years following the layoff.

Before hiring new faculty at any College, the Board shall provide an opportunity

## **2011-2013 SCEA Agreement**

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for faculty members who have been laid off less than one year to be interviewed by the hiring College for reemployment. This obligation shall be carried out by posting the notices through the HR Department's website of such vacancies at all Colleges covered by this Agreement.

### **Section 14.7 Reassignment**

Before laying off a faculty member, the Board shall make a reasonable effort to place that individual in another vacant position for which the faculty member is qualified within the College.

### **Section 14.8 Layoff Dates**

Non-tenured faculty members shall be provided written notice of layoff at least ninety (90) days in advance.

Tenured faculty members shall be provided written notice of layoff at least six (6) months in advance.

## **ARTICLE XV. PAYROLL DEDUCTIONS**

### **Section 15.1 Deduction and Remittance Responsibility**

The Board agrees to deduct membership dues established by the SCEA from the salary of any faculty member authorizing such deduction.

### **Section 15.2 Deduction Notification**

SCEA agrees to send a certified list, and a copy of the written payroll deduction authorization of all faculty members who request payroll deduction of dues, to the College payroll office no later than October 5 of each year.

### **Section 15.3 Deduction Schedule**

Said authorized deduction shall be made from the faculty member's monthly pay beginning in October and ending in June of each year.

**Section 15.4 Deduction Remittance**

The aggregate deductions shall be remitted monthly to the Treasurer of the Campus Chapter of SCEA, together with an itemized statement containing the names from whom deductions have been made and the amount so deducted from each one. The aforementioned remittance shall be made no later than the 10th day of the month following the month for which deductions were made or as soon thereafter as normal payroll procedure permits. These deductions shall be made beginning in October and ending in June of each year.

**Section 15.5 Authorization**

Each faculty member's written authorization shall remain valid for the association year as outlined on the membership enrollment form unless a written notice of cancellation is received by the College payroll office and SCEA before September 25th.

**Section 15.6 Deduction and Remittance Responsibility**

If dues are deducted and remitted to the SCEA in accordance with the procedure specified in this Article, SCEA shall be solely responsible in the event of any claims that the deductions and/or remissions were improper.

**ARTICLE XVI.  
PROMOTION AND TENURE**

**Section 16.1 Procedure for Promotions**

The criteria that shall be used to make promotion decisions are divided into two categories, Educational Criteria and Performance Criteria. Candidates for promotion in rank must qualify under both the Educational and Performance Criteria to be promoted. In order to be eligible for promotion, a faculty member must first meet the minimum Educational Criteria as listed below. After a candidate has qualified under the minimum Educational Criteria, each candidate should provide evidence of achievement in the Performance Criteria as listed below. Once the minimum Educational Criteria have been met, promotion shall be based on consistent performance and substantial achievement as outlined in the Performance Criteria in 16.3.

## Section 16.2 Educational and Service Criteria for Promotions

The Criteria to be used are as follows:

- a) Professor
  - 1) An earned Doctorate, or other appropriate terminal degree, in a discipline related to the area of the teaching assignment;
  - 2) Ten years of experience at the college level to include any credit which was agreed to in writing at the time of initial appointment; and,
  - 3) A minimum of five continuous years of service to the College at rank of Associate Professor.

For example, an applicant may apply for promotion to the professor rank in his or her tenth year of experience at the college level, and be awarded the promotion at the beginning of the eleventh year, assuming five (5) continuous years of service to the College has been completed prior to the award. (Continuous service includes periods of leave paid by the institution and temporary non-teaching assignments that a faculty member may be requested to perform.)

- b) Associate Professor
  - 1) An earned Doctorate, or other appropriate terminal degree, in a discipline related to the area of the teaching assignment;
  - 2) Five years of experience at the college level to include any credit which was agreed to in writing at the time of initial appointment.
- c) Assistant Professor
  - 1) A terminal degree in a discipline related to the area of the teaching assignment, or an earned Master's degree followed by thirty (30) semester hours of study applicable toward an advanced degree.
  - 2) Three years of experience at the college level to include any credit which was agreed to in writing at the time of initial appointment.

### Criteria for Calculating Credit for Prior Experience

- a) For purposes of determining eligibility for promotion in rank, a year of experience at the college level may be credited for each full-time academic year teaching or research assignment completed at a regionally accredited institution of higher education. In addition, post-doctoral studies involving either teaching or research assignments at a regionally accredited institution of higher education will constitute relevant experience for purposes of promotion.

- b) Credit for promotion is to be granted at the discretion of the College in writing at the time of initial employment, up to a maximum of three (3) years of credit for prior experience.
- c) Part-time, adjunct, graduate assistant, summer, and high school teaching experience shall not count toward promotion in rank. Nor shall the candidate be allowed to aggregate any prior part-time college experiences to equal one academic year.

### Section 16.3 Performance Criteria for Promotions

Once the minimum Education, Experience, and Service criteria have been met, promotion shall be based on consistent performance and substantial achievement in the Performance Criteria described below.

The Performance Criteria to be used are as follows:

- a) Demonstrated ability to teach and contribute to students' academic growth and development, which may include, but are not limited to, the faculty member's:
  - i) knowledge of subject matter;
  - ii) effectiveness in communicating such knowledge;
  - iii) assisting students to think critically and creatively;
  - iv) encouraging continued study;
  - v) mentoring and advising students in the academic major; and
  - vi) supporting student participation in field activities and professional activities.
- b) Continual preparation and study through scholarly and creative activity, which may include but are not limited to professional peer-reviewed achievements and projects such as:
  - i) published books or treatises and publication in professional or scholarly journals;
  - ii) submission of material for publication or evidence of research in progress leading toward scholarly publication;
  - iii) articles in publications in trade, popular, or regional periodicals;
  - iv) exhibition of creative works, show and performance credits when they are appropriate to the field of study (examples of, but not limited to: exhibiting at an art show, conducting a choral clinic, symphony performances);
  - v) classroom research (examples of, but not limited to: student academic performance and achievement, pedagogy, course and curriculum development, assessment of student learning);
  - vi) development of courses and/or curriculum which contribute to student learning and academic achievement;
  - vii) presentations to and positions in professional organizations (examples of, but not limited to: presenting a paper at a

- professional conference, participating on panels at professional conferences, serving as program chair for a professional conference, serving as an officer of a professional organization, serving as Editor/Guest Editor, or on the Editorial Board, of a professional publication appropriate to the field of study, serving as chair or chair/critic for professional presentations);
- viii) obtaining grants, contracts or similar financial support from external sources for scholarly purposes;
  - ix) applying for such grants, contracts or similar financial support;
  - x) consulting activities (examples of, but not limited to translating documents for school districts or other service agencies, consulting with a school board to prepare district policies and procedures manuals, conducting workshops for businesses, schools, or agencies, authoring/co-authoring/editing state curriculum guides for the State Department of Education, review of art exhibit, safety consulting for industry, scientific consulting, reviewing grants);
  - xi) sponsoring and directing student research projects that lead to publication and/or presentation by the student and faculty member in professional venues;
  - xii) acquiring a degree other than the required minimum degree at the time of the initial appointment;
  - xiii) acquiring an appropriate professional certificate; and
  - xiv) continued involvement in professional organizations.
- c) Service to College, community, and profession which may include but are not limited to activities such as:
- i) serving on department and College committees; and in other faculty leadership positions;
  - ii) serving as department chair;
  - iii) having responsibility in accreditation and reaccreditation activities;
  - iv) advising student organizations;
  - v) working with civic, municipal or state government agencies, public schools in the State, or community groups in areas related to the faculty member's primary area of assignment;
  - vi) fostering and sustaining collegial relationships in the College, community, and profession;
  - vii) membership in and contributions to professional organizations; and
  - viii) mentoring and advising students outside faculty member's assigned area.

#### **Section 16.4 Promotion Process**

Each College shall have its own internal process for recommending tenure and promotion for approval to the President. This process shall:

- a) Include provisions for peer review.
- b) Include provisions for student evaluation.
- c) Include the opportunity for faculty members to provide appropriate material to support the application.
- d) Include the appropriate administrative review and recommendations.
- e) State clearly that the Educational criteria for rank promotion are minimums only, and faculty members must provide evidence of achievement that also meets the Performance Criteria.
- f) Exclude candidates for promotion from service on a peer review committee or College Rank Promotion and Tenure Committee during their candidacy.

The rank promotion procedures at each College will be organized so that recommendations for tenure and promotion will be sent to the Academic Vice President no later than March 15<sup>th</sup> of each academic year. After consulting with the Academic Vice President and in consideration of the peer review recommendation, the President shall decide whether the faculty member's performance meets the standards set forth in Section 16.3 and 16.4.

The President shall inform the faculty member in writing by April 1<sup>st</sup> whether he or she has been promoted. Should the President not promote a faculty member, the President shall give the faculty member written reasons for his or her decision.

A copy of the rank promotion procedures will be maintained on file in each College Library.

#### **Section 16.5 Effective Date of Promotions**

All promotions shall take effect the fall semester for the academic year immediately following the promotion.

#### **Section 16.6 Award of Tenure**

Tenure is the right to reappointment from appointment term to appointment term until such time as the faculty member resigns, retires, is dismissed for just cause, or is laid off during a reduction in force per Article XIV. Such reappointment shall be subject to the terms and conditions of employment which exists at the commencement of each contract term. Those terms and conditions of employment are as expressly set forth in the policies adopted or authorized by

## 2011-2013 SCEA Agreement

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the Board, and the terms and provisions of this Agreement.

Tenure is with the College and resides within a specific academic unit not with the Nebraska State College System.

Tenured faculty reassigned to another academic unit at the same College shall retain their tenure in the new academic unit.

Tenure to an academic unit is awarded by the President following peer review and recommendations submitted on March 15<sup>th</sup> by the appropriate Dean and the Academic Vice President. Tenure review will include:

- a) peer, department and College-wide faculty review;
- b) appropriate administrative review and recommendations; and,
- c) the opportunity for the faculty member to provide appropriate material to support the application.

Candidates for tenure may not serve on a peer review committee or College Rank Promotion and Tenure Committee during their candidacy.

A third year, non-binding school/department or College progress review will be conducted upon the faculty member's request.

Tenure is awarded for quality of current professional performance and promise of such future performance, not merely for completing a certain length of service. It is equally incumbent on the faculty member and the College to ensure that tenure review occurs at the proper time. In no event shall the failure to give any notice constitute an award of continuous tenure by default. None of the provisions stated herein shall diminish any substantive rights for the acquisition of tenure which the faculty member may have acquired prior to the adoption of this Agreement.

Only faculty members who have the rank of Assistant Professor or higher and have obtained the appropriate terminal degree are eligible for tenure.

Reappointment of faculty "Probationary/Tenure Track" appointees shall be at the discretion of the college President. Written notice of non-renewal of a "Probationary/Tenure Track" appointee shall be in accordance with Article XVII.

The President, following peer review and recommendations by the College Rank Promotion and Tenure Committee, Dean and Academic Vice President, shall decide whether a faculty member's current professional performance and promise of such future performance, as outlined in Section 7.2, warrant the award of tenure.

The President shall notify the faculty member in writing by April 1<sup>st</sup> of the recommendations of the peer review committee, College Rank Promotion and Tenure Committee, Dean and Academic Vice President and whether or not he or

she has been awarded tenure. Should the President decide not to award tenure to a faculty member, the President's written notification shall contain the reasons for this decision and shall inform the faculty member that a terminal employment contract will be issued for the next academic year.

A faculty member may grieve the decision to deny tenure on the basis of discrimination, violation of academic freedom, failure to follow procedures outlined in this Agreement, or if such action is challenged as arbitrary or prejudged.

Grievance of denial of tenure shall begin at step 2, Section 9.6(b) and must be filed in writing to the President prior to April 15<sup>th</sup>.

### **Section 16.7 Service Requirements for Tenure Eligibility**

Faculty members shall apply for tenure no later than the sixth (6th) year of full-time probationary employment. Faculty members may apply sooner if prior service credit was granted at the time of initial employment.

Following College review procedures and favorable recommendations including Presidential approval, tenure shall be awarded with the seventh (7th) appointment/employment contract.

Only in exceptional circumstances, such as, but not limited to, maternity or parental leave, family emergencies, or as an accommodation for faculty members with disabilities, may faculty members apply for tenure later than the sixth (6<sup>th</sup>) year of full-time probationary employment. Requests for extensions shall be submitted to the President at the time the exceptional circumstance occurs and is not grievable.

- a) Newly-hired faculty members who have served in a non-tenured rank position of Assistant Professor or above at regionally accredited institutions of higher education may be given up to three (3) years of prior service credit toward the probationary period of six (6) years. The prior service credit must be agreed to in writing at the time of initial tenure-track employment. Such faculty shall apply for tenure when the combined prior service credit and the years of continuous service to the College equals six (6) years
- b) Newly-hired faculty members who have served the College in the position of Lecturer may be granted prior service credit equivalent to their actual time in service to the College, up to three (3) years of prior service credit toward the probationary period of six (6) years. The prior service credit must be agreed to in writing at the time of initial tenure-track employment. Such faculty may apply for tenure when the combined prior service credit and the years of continuous service to the College equals six (6) years.

- c) Newly-hired faculty members who have previously attained tenure at another regionally accredited institution of higher education may be granted up to four (4) years of full-time credit for the prior tenured service—or may be granted continuous tenured status by agreement among the faculty member, the Academic Vice President and the President. Probationary credit for prior tenured service or continuing tenured status must be agreed to in writing between the faculty member and the President prior to the initial appointment at the institution.

When credit is given for prior tenured service, such credit will apply toward the six-year (6) probationary period service requirement. In the event that four (4) years of credit for prior tenured service are granted, the faculty member shall apply for tenure during the second (2<sup>nd</sup>) year of probationary service to the institution with tenure to be awarded in this instance no sooner than the third (3<sup>rd</sup>) year of employment with the College.

#### **Section 16.8 Terminal Contract for Failure to Achieve Tenure**

When a faculty member fails to achieve tenure through the College review process, that faculty member will be issued a terminal employment contract for the following academic year.

#### **Section 16.9 Tenure Recommendations**

The President shall inform the Chancellor of his or her decisions regarding tenure applications and awards, and if the recommendations of the President and the Academic Vice President differ from the recommendations of the peer review committee, College Rank Promotion and Tenure Committee, or the Dean, the Chancellor shall be so informed.

#### **Section 16.10 Tenure Standards**

For a faculty member serving with a probationary/tenure track appointment, there shall be no substantive modification in the standards and procedures for granting of tenure from those outlined in written form at the time of initial employment.

#### **Section 16.11 Initial Contracts**

Initial employment contracts for faculty members will specify if the appointment is tenure track or non-tenure track, and if the appointment is tenure track, any special or unique requirements for the award of tenure that are not specified in this Agreement.

**ARTICLE XVII.  
DISMISSAL**

**Section 17.1 Non-Tenured Faculty**

Non-tenured faculty serve at the discretion of the college presidents and the Board and may be terminated for any reason without right of grievance or hearing procedure, except as provided below. The decision not to renew the subsequent year’s contract/employment of a non-tenured faculty member shall be communicated to him or her through a personal conference prior to March 1 and with written notice prior to March 1 in the case of the first year of service, by December 15 of the second (2<sup>nd</sup>) year of service and following the second (2<sup>nd</sup>) year notice deadline, by May 30 prior to the final year of appointment.

<b>Notice Dates Non-Renewal Non-tenured Faculty</b>	
Prior to March 1	Personal conference non-renewal of contract in 1 <sup>st</sup> year of service
Prior to March 1	Written notice of non-renewal in 1st year
December 15	Written notice of non-renewal 2nd year of service
May 30	Written notice of non-renewal at conclusion of following year

<b>Notice Dates Non-Renewal Tenured Faculty</b>	
Prior to December 10	Personal conference non-renewal
December 15	Written notification of non-renewal of contract
Within ten (10) calendar days of receipt of written notice from President	Faculty member request for a hearing

When a recommendation or a decision not to renew an appointment of a non-tenured faculty member has first been reached, the faculty member involved will be informed of that recommendation or decision in writing by the body or individuals making the initial recommendation or decision. If requested by the faculty member, reasons will be provided by the Academic Vice President and a copy of the reasons will be placed in the faculty members personnel file. Reasons are not subject to grievance or hearing procedure. The faculty member may request a reconsideration by the recommending body or individuals.

### **Section 17.2 Non-Tenured Dismissal Prior to Term Expiration**

The non-tenured faculty member recommended for dismissal for cause from a term of appointment prior to its expiration, shall be treated the same as a tenured faculty member under the procedures provided in Sections 17.3 through 17.18 of this Article.

### **Section 17.3 Cause Defined**

Tenured faculty members may be dismissed only for just cause, including, but not limited to, the following:

- a) professional, physical or mental incompetence;
- b) unprofessional conduct;
- c) unlawful conduct;
- d) immorality;
- e) continuous serious disregard for established procedure;
- f) insubordination;
- g) neglect of duty; and
- h) violation of the statement of academic responsibility set forth in the Board Policy Manual and provided to each faculty member in his or her updated faculty handbook.

**Section 17.4 Tenured Faculty Contract Non-Renewal**

When it is anticipated that a tenured college faculty member will not have his or her contract renewed, the appropriate Dean shall discuss the matter with the faculty member in a personal conference prior to December 10. The matter may be reconciled by mutual consent at this point.

**Section 17.5 Tenured Faculty Dismissal**

If the matter of the tenured faculty member's termination is not resolved by personal conference, the president of the college shall give such faculty member notice in writing no later than December 15 of an intention not to renew his or her appointment. Should dismissal prior to the end of an appointment year be required, notice will be given as soon as it is determined that such action is necessary. Notice shall include the reason for considering termination in sufficient detail so as to fully inform the faculty member.

**Section 17.6 Request For Dismissal Hearing**

The tenured faculty member should state in written reply to the college President within no more than ten (10) calendar days after receipt of the president's communication whether he or she wishes a hearing and generally how he or she responds to statements contained in the president's letter.

**Section 17.7 Tenured Faculty Dismissal Procedure**

The following procedure shall be applicable for dismissal of a tenured faculty member, or dismissal of a non-tenured faculty member for cause prior to expiration of the term of appointment, or for the denial of tenure. The faculty member should state in written reply to the college President within no more than ten (10) working days after receipt of the President's communication whether he or she wishes a hearing and generally how he or she responds to statements contained in the President's letter. If the faculty member issues a written request for a hearing, or upon a hearing request by the President, the President of the college shall refer the proposed dismissal to a "Grievance Advisory Committee" for a hearing and recommendation pursuant to its guidelines and regulations and as provided for in this Article below. The Committee shall be appointed as designated in this Article within ten (10) working days of the faculty member's request for a hearing.

**Section 17.8 Advisory Committee Selection Process**

A Grievance Advisory Committee shall be convened to hear disputes referred by the college President for faculty members who have submitted a written request for a hearing in response to a decision to revoke tenure, or deny the award of tenure, or a decision to terminate a specific term appointment prior to its expiration. The committee shall consist of two (2) tenured faculty members chosen by the faculty senate and two (2) tenured faculty members chosen by the college President, none of whom is to be a member of the grievant's department.

**Section 17.9 Advisory Committee Procedures**

Once the President refers the matter to the Grievance Advisory Committee for an advisory hearing, the committee will then establish the time and place of a hearing before it, and so inform the faculty member and the President. The committee shall admit, consider, and video or audiotape record evidence submitted by the parties in the form of documents or the testimony of witnesses. The aggrieved faculty member shall have the right to attend all evidentiary proceedings of the committee, to present evidence, to examine documents, to question witnesses, and to otherwise present any relevant evidence with respect to the statement of reasons for termination. The aggrieved faculty member shall also have the right to be represented by the SCEA or by legal counsel at the grievant's expense. The college shall provide a written transcript of the proceedings. Any party who wishes to use a court reporter to take a verbatim transcript may do so at its own expense. The committee shall adopt rules to be followed which ensure substantive and procedural due process including prior notice of witnesses to be called and documents to be offered in evidence at the hearing, no documents or witnesses not so listed shall be heard, except for the purpose of rebutting oral testimony of the other party or for other justifiable cause found to exist by the committee, and may admit probative evidence as well as exclude incompetent or repetitive evidence, as well as the procedures for compelling witnesses who are college employees to appear.

**Section 17.10 Schedule Of Advisory Committee Hearing**

The hearing before the Grievance Advisory Committee shall be conducted within thirty (30) working days of the request for a hearing. The committee shall render its written recommendation along with a complete written transcript of the audio or video proceedings of the hearing to the faculty member, SCEA, and to the college President within ten (10) working days after the hearing is closed.

**Section 17.11 Presidential Decision**

Within ten (10) working days after receiving the recommendation from the Grievance Advisory Committee, the President shall render a decision in writing to the faculty member, SCEA, and committee. If the campus President rejects the recommendations of the committee, the President shall state reasons for doing so, in writing, to the committee, grievant, and SCEA. The committee shall have the opportunity within five (5) working days to provide a response for the record.

**Section 17.12 Response to Presidential Decision**

If the faculty member is not satisfied with the decision of the President the faculty member may make a written request to the Chancellor within ten (10) working days of the receipt of the President's decision requesting a hearing before the Board.

**Section 17.13 Chancellor Procedure**

Upon receipt of the appeal to the Board, the Chancellor as designee of the Board, shall decide if a hearing is to be provided. The Chancellor shall not unreasonably deny the grievant's request for a hearing if the request is supported with a showing that the record as submitted is incomplete or inaccurate.

If the Chancellor chooses to utilize the services of a hearing officer for the purpose of hearing the grievance and making a recommendation, the Hearing Officer's scope of review shall be to determine if terms of this Agreement have been violated. The Hearing Officer shall have no authority to add to, subtract from or in any way modify the terms of this Agreement. Upon receipt of the recommendation, the Board or its designee, shall issue a written decision stating the reasons therefore within thirty (30) working days.

**Section 17.14 Hearing Date**

The date for a hearing before the Hearing Officer will allow at least two (2) weeks for the faculty member to prepare his or her defense, will allow the faculty member to be represented by counsel of his or her choice, to present witnesses and affidavits in his or her defense, and to question adverse witnesses.

## **2011-2013 SCEA Agreement**

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### **Section 17.15 Chancellor Decision**

The decision of the Chancellor, on behalf of the Board, will be final. The dismissed faculty may seek recourse under appropriate state and federal law.

### **Section 17.16 Public Disclosure**

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by either the faculty member or administrative officers should be avoided so far as possible until the proceedings have been completed.

### **Section 17.17 Time Limit Modifications**

Time limits provided herein should be adhered to unless modifications are agreed to in writing by the parties to the dismissal.

### **Section 17.18 Employment Status During Appeals Process**

A tenured faculty member recommended for dismissal at the end of a contract year or any faculty member recommended for mid-year dismissal shall continue to be an employee of the college until the appeal procedure to and including the Chancellor only has been exhausted or until the faculty member has failed to advance his or her appeal in a timely fashion. The College President may, at his or her discretion, suspend or reassign the faculty member to other professional duties with pay during the appeal procedure.

## **ARTICLE XVIII. BOARD POLICY**

### **Section 18.1 Contract and Board Policy**

This agreement shall supersede any rules, regulations, or practices of the Board which shall be specifically contrary to or inconsistent with the terms of this agreement.

**Section 18.2 Altering Terms and Conditions of Employment in Board Policy**

All Board policy concerning terms and conditions of employment may not be eliminated or modified in any way during the term of this contract without offering an opportunity to meet and confer with SCEA.

**Section 18.3 Management Rights**

All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this Agreement are retained by and remain exclusively within the rights of the Board to the extent that such rights do not violate its legal authority, and to the extent such rights are not modified by this Agreement.

It is further understood that the Employer may test employees for alcohol or illegal substances for cause. Guidelines for testing will be provided to protect against abuse which shall include, but not be limited to, definition of cause, training for supervisors, a confidentiality statement, and a statement of progressive, proactive intervention and treatment. Such guidelines shall be available for viewing in each Human Resource Office and on each College website.

**Section 18.4 Board Meeting Materials**

College SCEA Presidents shall receive an email notice that provides active links to Board meeting materials with the exception of confidential and privileged materials.

**Section 18.5 Search Committees**

All ranked instructional personnel, including those on Specific Term Appointments will be hired in accordance with a search procedure which includes the recommendation of a search committee, the majority of whose members shall come from the academic department in which the hire is to take place, if they are available.

**Section 18.6 Shared Governance**

Nothing in this Agreement will infringe upon the shared governance provisions provided in Board policy and delegated to the Faculty Senates organized on each campus.

**ARTICLE XIX.  
MISCELLANEOUS**

**Section 19.1 Section Headings**

Section headings are provided in this Agreement for convenience only and shall not be deemed to substantively alter the content of such sections.

**ARTICLE XX.  
DURATION AND LIMITATIONS OF CONTRACT**

**Section 20.1 Entire Contract**

This instrument constitutes the entire contract between the parties hereto and the Board, SCEA, and the faculty members shall abide by it.

**Section 20.2 Amending of Contract**

Any term and condition of employment expressly stated in this Agreement may not be eliminated or modified in any way during the term of this Agreement without mutual agreement between the Board and SCEA. This Agreement may be reopened only upon the agreement of both parties.

**Section 20.3 Governing Law; Severability**

This Agreement shall be construed and enforced in accordance with, and is subject to, the laws of the State of Nebraska. If any portion of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions hereof.

**Section 20.4 Effective Date**

This agreement shall become effective on the first (1) day of July, 2011, and shall continue in full force and effect until the thirtieth (30) day of June, 2013.

**ARTICLE XXI.  
HIRING**

**Section 21.1 Candidates Informed of Negotiated Agreement**

All candidates invited to the campus shall be given in writing the web address of the negotiated agreement and the toll free number of the NSEA/SCEA.

**Section 21.2 Description of Assigned Duties**

New faculty members will be provided a general description of assigned duties.

**Section 21.3 Faculty Rank**

Faculty rank at the time of hire shall be determined by the President.

**Section 21.4 Terms and Conditions**

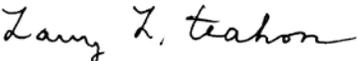
The terms and conditions of every faculty "Probationary/Tenure Track Appointment" shall be stated or confirmed in writing and a copy will be supplied to the faculty member. Any subsequent extensions or modifications of a faculty "Probationary/Tenure Track Appointment", and any special understandings, or any notices incumbent upon either party to provide, will be stated or confirmed in writing and a copy will be given to the faculty member.

**2011-2013 SCEA Agreement**

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Dated this 14<sup>th</sup> day of December, 2010

**BOARD OF TRUSTEES FOR  
NEBRASKA STATE COLLEGES**

By S/:   
Larry Teahon, Board Chair

By S/:   
Stan Carpenter, Chancellor

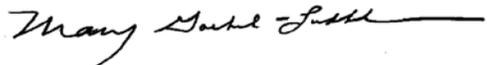
By S/:   
Kristin Petersen  
Chief Negotiator, NSCS

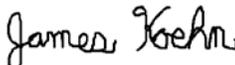
**STATE COLLEGE EDUCATION  
ASSOCIATION**

By S/:   
Robert Sweetland, Chief Negotiator, Wayne

By S/:   
Richard Koza, Team Member, Chadron

By S/:   
Kelly Asmussen, Team Member, Peru

By S/:   
Mary Goebel-Lundholm, Team Member, Peru

By S/:   
James Koehn, Team Member, Chadron

By S/:   
Ron Whitt, Team Member, Wayne

S/: denotes electronic signature