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2007-2009
Agreement between
The Nebraska State College System
Board of Trustees
(Employer)

and the

State College
Education Association (SCEA)

July 1, 2007

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**AGREEMENT
2007-09**

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 instructional personnel 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 or their equivalent, so long as they do not constitute a supervisor, but excluding librarians, employees on special appointments, Deans, and all other administrative personnel. Terms of appointments defined in Board Policy 5014 (June 2006).

Individual special appointments are excluded from the unit unless the term of the special appointment extends beyond one (1) academic year at which time the appointment will be designated as a specific term appointment with rank and subject to the terms and conditions outlined in this agreement.

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 employees covered by this Agreement during the term of this Agreement.

**ARTICLE II.
NONDISCRIMINATION**

The Board and SCEA fully agree that employment and institutional policy will be applied fairly and equitably. Neither preference nor discrimination shall be shown by either the Employer or SCEA for or against any employee covered by this Agreement in regard to race, color, creed, national origin, age, ancestry, 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.

**ARTICLE III.
STATEMENT ON ACADEMIC FREEDOM**

Academic freedom is based on the current AAUP Statement of Principles and Interpretive Comments on Academic Freedom and Tenure and is incorporated herein by reference. A copy of this statement shall be kept on file in each college library.

**ARTICLE IV.
INTELLECTUAL PROPERTY RIGHTS**

Section 4.1 Conditions

Faculty members shall retain all copyright and intellectual property rights when the 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, in whole or part, to the college through a written instrument signed by the faculty member, and
- c) Substantial college resources in excess of the normal resources provided to faculty are not involved in the creation of a work that can be copyrighted.

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.

Section 4.3 License To Use

Should faculty leave the employment of the college, the faculty member will provide the college with updated copies of the instructional materials, not including lecture notes, but including textbooks, syllabi, study guides, recordings, films, cassettes, CD's, DVD's, software, or other material and the college shall have a non-exclusive, royalty-free license to use such materials for non-commercial purposes, when it is determined by the college that such instructional materials are necessary to carry out the educational programs of the college.

**ARTICLE V.
PROGRAM AND WORKING CONDITIONS**

Section 5.1 Contract Period

The contract period for faculty serving on an academic year appointment shall extend 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 hires may be requested to report one 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, a faculty member 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 credit hour workload will be credited to scholarly and service activities such as referenced in Section 6.2 and 15.3.

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 pay as provided in Article IV hereinafter. Retain present practices for workload adjustments on each campus.

5.2.3 Notice of Teaching Assignments

In order to facilitate adequate faculty planning, faculty will be notified by their Academic 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 are responsible for advising students and no faculty member will be assigned more than fifty (50) undergraduate and graduate student advisees as adjusted for the number of undeclared students. Faculty may by mutual agreement with the Dean agree to be assigned more than fifty (50) advisees. Any exception to this policy must be approved by the appropriate Dean in consultation with the faculty member.

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 on each campus 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 Non-Traditional Instruction

Faculty members who are assigned to teach courses via telecommunications delivery, including internet 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 both interactive distance learning and Internet 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 on interactive distance learning will receive incentive pay for a three-hour (3) credit 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.

On-line 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 section, an on-line course is defined as one where fifty percent (50%) 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. Courses taught by non-traditional means 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 course offered through interactive distance learning or the Internet by a faculty member covered by this Agreement 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.

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 on-campus office hours will be made for faculty teaching by non-traditional schedules or methods.

5.5.2 Equipment and Furnishings

The College shall provide each unit member equipment and furnishings necessary to perform the duties assigned the unit member.

5.5.3 Office Space and Clerical Assistance

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

5.5.4 Computer Services Support:

Faculty shall be provided computer service for campus-approved software and hardware to fulfill their academic and research responsibilities. Computer Services Administration will provide a list of software for which it will provide technical assistance. Faculty may not expect support for any other software. In compliance with college prescribed procedures which require prior disclosure and approval, faculty with college provided computer training, which shall be available on a regular basis, may load or have loaded licensed, academic-specific software on their office computers. Such approval to load software shall be made in a timely manner and shall not be unreasonably denied. Any such denial must specify in writing the reasons for such denial. Loading of any licensed, academic-specific software, which is interactive with the campus network, will be done with the assistance and approval of campus computer service administration. The college will provide alternative network and internet

options of speed and connectivity comparable to campus standards for specific and legitimate curriculum and research needs. On this alternative system, faculty 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 ten (10) working days prior notice by computer services 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.

Section 5.6 Initial Appointment

At the initial appointment an individual faculty member whose appointment is Probationary/Tenure Track will be provided the guidelines for promotion and tenure as well as a general description of duties assigned all instructional faculty in the unit. The new hire will be given written notice that a copy of the job description, faculty handbook, and the current Negotiated Agreement with the SCEA will be available on the college or HR website.

ARTICLE VI. PERSONNEL FILES

Section 6.1 Maintenance

Each college shall maintain an official personnel file for each bargaining unit employee in a central location with access limited to academic administrators and their staff.

Section 6.2 Initial Hiring File

The personnel file shall include a separate initial hiring file which shall contain only such materials requested by the college or supplied by the employee in connection with the employee's initial employment which is deemed confidential, e.g., reference/recommendations from previous employers. The initial hiring file shall be a sealed portion of the personnel file and shall be available only to designated individuals responsible for the review and recommendation of the employee with respect to appointment, reappointment, promotion, or tenure.

Section 6.3 Contents

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

- a) General personnel information;
- b) Academic records
- c) Personnel actions generated by the college;
- d) Memoranda of discussions with the employee relating to evaluations of the employee's performance;
- e) Observation reports of the employee's performance by the immediate supervisor.

Section 6.4 Inspection

A faculty member or an 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. Faculty members may insert in the file a reasonable amount of material in accordance with procedures established by each college including statements of exceptions to any material in the 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. Material which faculty wish to have added to the personnel file should be forwarded with a written request to the Academic Vice President.

Section 6.5 Informed Inclusion

The faculty member will be given a copy when material relating to performance and/or conduct is placed in the personnel file.

**ARTICLE VII.
FACULTY EVALUATION PROCEDURES**

Section 7.1 Purpose

The 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. All formal faculty evaluations shall be conducted by full-time academic administrators.

Section 7.2 Criteria Categories

Evaluation shall be consistent with and reflective of the role and mission of the State College System and its primary emphasis on effective teaching. The criteria categories for faculty 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 Schedule for Faculty Formal Evaluation

All persons in the bargaining unit shall be evaluated once each academic year, and such evaluation shall be completed prior to campus submission of salary recommendations for the upcoming academic year. The evaluation period will be January 1st through December 31st with evaluation materials due to the Dean by January 30th following completion of the evaluation period. Faculty members in their second year of employment will be evaluated prior to December 1st.

Should the administration not complete the evaluation on schedule, the faculty member will be deemed to have provided satisfactory performance. All teaching personnel shall be evaluated formally each academic year.

Evaluation Dates	
January 1 - December 31	Annual evaluation period returning faculty
January 30 following completion of the evaluation period	Evaluation materials due to the Dean
December 1	Deadline for evaluating faculty members in 2nd year of employment
April 1	Dean and faculty have completed evaluation procedure for faculty

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, and 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 administration 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 be collected from class visitations, monitoring on-line courses with notification,

course outlines, tests, quizzes, writing assignments, review sheets, and other relevant sources. The Dean's evaluation will not be based on student surveys only.

When a distance learning class 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 and as provided in Section 6.3, Deans will confer with each faculty member to assess progress and/or complete a formal evaluation. Evaluation forms for each college will include three rating categories for performance - satisfactory, needs improvement and unsatisfactory. Only an overall satisfactory performance designation by the college is eligible for any negotiated annual increase to base salary, if any. 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 plan and evaluation. No determination of needs improvement or unsatisfactory performance can be assigned without prior written notice of administrative concerns and a reasonable time allowed for improvement. 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 with applicable laws shall form the sole basis for evaluation of bargaining unit members.

Section 7.5 Annual Review

Evaluation of performance is conducted annually. Two consecutive annual evaluation periods with overall unsatisfactory performance will initiate a formal review.

**ARTICLE VIII.
PROFESSIONAL DEVELOPMENT**

Section 8.1 Sabbatical Leave

Sabbatical leave is an essential element in the professional development of all full-time tenured faculty members. Members of the faculty with seven (7) or more years of service, or seven (7) years of service since their last sabbatical leave, shall be considered eligible to apply for sabbatical assignments. Each College shall make available at least one (1) sabbatical per fifty (50) unit 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 to the Academic Vice President by December 1st 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 applicant and the institution. All applicants will be notified in writing by February 1st of the recommendation submitted to the Board relating to their application.

Sabbatical assignment compensation shall be at full pay for one (1) academic semester or one-half (1/2) pay for the academic year. Lesser amounts may be approved. Recipients of sabbaticals may avail themselves of fellowships, assistantships or other sources of limited means, to offset travel and displacement cost; however, this policy shall not permit full-time employment for any person while on sabbatical. Employee benefits will continue in accordance with Board Policy.

Within ninety (90) days following the faculty members 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 will be expected to return to the college for a period of one (1) year or to immediately repay money and the 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

After three (3) years of continuous service, members of the faculty 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 is without pay. When the leave is at the request of or a direct benefit to the institution, and a faculty member has four (4) years of continuous service, such leave may be with half (1/2) pay for one (1) academic year or full pay for one (1) semester. Lesser amounts may be arranged by mutual agreement of the faculty member and the institution. A recipient of a leave of absence with pay will be expected to return to the college for a period of one year or to immediately repay money and the cost of benefits received from the college while on leave.

Requests for leave of absence must be submitted to the Academic Vice President by December 1 of the year preceding the year for which the leave is requested. Such leaves are limited to one 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 college President, and is a non-grievable matter. Time on leave without pay does not count toward time requirements for tenure or rank promotion. Time on leave with pay may count toward time for tenure and promotion if mutually agreed upon in writing by the faculty member and the administration at the time of leave approval.

Faculty on leave with pay will continue to receive the proportionate share of the state's contribution to the retirement plan. The remaining portion will be paid by the person on leave. Health, life, and disability insurance benefits will be maintained as for other paid employees.

Faculty on leave without pay may contribute to the retirement plan and participate in the health, life and disability insurance programs at their own expense.

Section 8.3 Professional Development Fund

The purpose of this article is to encourage and support faculty development, leading to greater effectiveness of instruction.

Each college shall provide a professional development fund. Applications for use of such funds shall be reviewed by a faculty committee (college or school, as appropriate) prior to administrative approval; provided, however, nothing herein shall be construed to restrict the right of the college administration to support such activities outside of this section.

Professional developmental 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 developmental activities identified in faculty professional portfolios.
- e) Development of new distance learning courses.

The intent of these funds is to facilitate the broadest, creative applications for the improvements of instruction.

All faculty receiving professional development funds shall file a report of the activities participated in and how this has been a benefit to the individual faculty member and the improvement of instruction at the institutions represented. The report shall be submitted to the appropriate committee responsible for funding.

**ARTICLE IX.
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 9.1 Limitations

The grievance and arbitration procedure as set forth herein, and as modified in Sections 17.7 through 17.18, 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 within the bargaining unit 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 hereby jointly 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 deny tenure, to revoke tenure, or to terminate a specific term appointment prior 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 covered by this Agreement 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. This discussion may be held with or without a SCEA representative present. Similarly, representatives of the 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 settlement, withdrawal or disposition satisfactory to the complainant at this informal 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 thereafter arise.

Section 9.5 Formal Grievance

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

- 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 appropriate administrator and 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 administration has ten (10) working days after receipt of the grievance, or any extension provided for herein, to issue a determination in writing to the grievant and the SCEA. 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 informally resolve the grievance shall be made. The administrator shall during such delay or postponement, investigate the grievance and meet with the grievant and SCEA representatives. If such meeting results in the resolution of the grievance, a written report reflecting such decision shall be prepared, executed by the parties and distributed to the grievant and the SCEA. Any settlement, withdrawal or disposition satisfactory to the grievant at this informal 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 the SCEA shall have five (5) working days from receipt of the administrator's decision to appeal that decision to 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 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 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 argument or evidence. The aggrieved faculty member shall also have the right to assistance by counsel at faculty member's own expense. The committee following its own procedures and in accordance with this Agreement shall submit a complete written transcript of the audio or video

recording 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. The college shall have the responsibility of providing the complete written transcript of the proceedings. The President shall issue a written decision to the grievant and the SCEA within five (5) working days following receipt of the recommendation of the Grievance Advisory Committee.

- c) **Step 3.** The Grievant and/or the 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 within the normal order of business, but no later than fifteen (15) working days unless by mutual agreement the fifteen (15) working day deadline is extended, review and notify the grievant of his or her decision. If the Chancellor's decision under this Step fails to satisfy the grievant, the grievant wishing to continue may seek relief under applicable State or Federal laws, by referral to the Federal Mediation and Conciliation Service, or, by mutual agreement of the Chancellor and the SCEA, through binding arbitration. It is the intent of the parties to agree to binding arbitration unless the matter is clearly non-grievable. 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 Chancellor and the 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.

**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 for the 2007-09 academic years as follows:

- a) For the 2007-08 academic year, each returning faculty member shall receive a four percent (4.0%) increase above the prior year base salary. All increases are to be across the board for all bargaining unit members and are to be based upon satisfactory performance.
- b) For the 2008-09 academic year, each returning faculty member shall receive a four a percent (4.0%) increase above the prior year base salary. All increases are to be across the board for all bargaining unit members and are to be based upon satisfactory performance.
- c) Faculty earning new doctorates will be awarded an additional three thousand dollars (\$3,000) upon receipt by the college of official transcripts indicating the awarding of the degree. New doctorates must be completed and official transcripts received prior to September 1st of the contract year in order to receive the three-thousand dollara (\$3,000) to his or her annualized salary. 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.

- d) Faculty members receiving promotion to a new academic rank shall either advance to the rank base salary floor or receive 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 2007-08 of three percent (3.0%) and for 2008-09 of three percent (3.0%).

The following 2007-08 and 2008-09 rank base salaries (promotion base or salary minimums) shall apply to all bargaining unit members beginning work prior to September 1, 2007:

	2007-08 Increase	2007-08 Rank Promotion Base Salaries
Professor	3.00	\$ 56,394
Associate	3.00	\$ 47,069
Assistant	3.00	\$ 40,341
Instructor	3.00	\$ 31,344

	2008-09 Increase	2008-09 Rank Promotion Base Salaries
Professor	3.00	\$ 58,085
Associate	3.00	\$ 48,481
Assistant	3.00	\$ 41,551
Instructor	3.00	\$ 32,284

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- 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 2007-08 of three percent (3.0%) and for 2008-09 of three percent (3.0%).

The following 2007-08 and 2008-09 new hire rank base salaries shall apply to all bargaining unit members hired to begin work in the first semester of the 2007-08 or 2008-09 academic years:

	2007-08 Increase	2007-08 New Hire Rank Base Salaries
Professor	3.00%	\$ 51,608
Associate	3.00%	\$ 43,100
Assistant	3.00%	\$ 36,923
Instructor	3.00%	\$ 29,792

	2008-09 Increase	2008-09 New Hire Rank Base Salaries
Professor	3.00%	\$ 53,156
Associate	3.00%	\$ 44,393
Assistant	3.00%	\$ 38,031
Instructor	3.00%	\$ 30,685

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, or six hundred dollars (\$600) per credit hour, whichever is greater. 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 to all employees covered by this Agreement, the same level of group medical, dental, life and disability insurance coverages currently being provided. If costs of coverages 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 employee to satisfy a calendar year deductible of three hundred dollars (\$300), a co-insurance amount, and an out-of-pocket stop loss limit amount as offered by the current insurance carrier's three hundred dollar (\$300) deductible plan 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. The Employer will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the individual medical plan for the term of this Agreement, with the employee responsible for the remainder amount of the cost of coverage. For those employees who opt for coverage under a family medical plan, the Employer will contribute toward the family 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 employee responsible for the remainder 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 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 those employees opting for family dental coverage, the Board will contribute seventy-five percent (75%) toward the cost of family dental coverage. An employee must be enrolled in the group medical plan to be eligible for dental plan coverage.

A voluntary vision insurance program will be provided in the second year of the Agreement which covers the cost of an eye exam and spectacle lenses every twelve (12) months, and frames every twenty four (months). The Employer will contribute fifty percent (50%) toward the cost of single vision coverage. Family coverage will be offered at the same group rates, if available, and at the employee's expense.

Section 11.4 Non-Participation In Medical/Dental Plan

For those employees 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 opt out provision will no longer be available. If there are any funds not allocated to union members health care insurance because of the discontinuation of this Section, the disbursement of these funds in the aggregate will be negotiated with the SCEA.

Section 11.5 Section 125 Plan

The Board agrees to continue its current Internal Revenue Service Code Section 125 Plan to provide an opportunity for employees to voluntarily participate in a flexible spending account, subject to provisions of IRS Code Section 125. Employees 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 employee 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 employee's expense. Employee 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 employee'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 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 to the College. Participation is mandatory at age thirty (30).

Section 11.9 Sick Leave Accumulation

Sick leave for members of the bargaining unit shall accumulate at the rate of twelve (12) days per academic year. The accumulation of sick leave shall begin the first day of the first complete calendar month of employment, and unused sick leave may be accumulated up to and including one hundred-eighty (180) working days. College administrations may require proof of illness. College administrations 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.

Section 11.10 Sick Leave Allowance

Sick leave may be taken for absences made necessary by reason of illness, injury, or disability, including temporary illnesses caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, by exposure to contagious disease which may endanger the individual 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 parent of 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 employee for adoption or for foster care. A reasonable extension may be requested which shall not unreasonably be denied.

Section 11.11 Family Medical Leave

Employees with one (1) year 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) weeks of unpaid FMLA leave during any 12 month period for a variety of reasons related to family and medical leave. Eligible employees, male or female, may use FMLA leave:

- a) for the birth of a child, or the placement of a child with the employee for adoption or for foster care;
- b) to care for a wife, husband, children, parents, grandparents, or persons bearing the same relationship to the employee's spouse with a serious health condition; or
- c) for the employee's own serious health condition.

A serious health condition is defined to include:

- a) an illness, injury, impairment, or physical or mental condition that involves either inpatient care, meaning an overnight stay in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider for three 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 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 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 consecutive days if untreated, e.g., cancer (chemotherapy), kidney disease (dialysis).

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

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

Requests for family and medical leave must be in writing, must include the reason for the request and the anticipated time period, and must be approved through the appropriate campus process for leave. Appropriate certification or documentation may be required by the State College.

To the extent possible, thirty (30) days notice will be given by the employee, 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.

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The Board agrees to continue to pay its portion of health and life insurance premiums during the term of FMLA leave. In the event both parents are eligible under this policy, only one parent may elect to take FMLA leave.

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, unless otherwise agreed to by the college President. 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. College administrations must be informed of and approve such leaves through the usual leave practices or procedures.

Section 11.13 Tuition Rates

A sixty-seven percent (67.0%) tuition remission shall be available for immediate family (spouse and dependent children) members on a space available basis. If at any time the System combines tuition and fee costs into a single tuition charge, an amount equal to the previously applicable fee schedule will remain the responsibility of the student. This tuition remission program is not available for correspondence courses or online courses for non-spouses unless the employee's dependent is a student currently enrolled in a minimum of two (2) on campus courses. Bargaining unit members shall be eligible to enroll in credit courses at each of the State Colleges for a fee of \$1.00 per course plus applicable course related fees, such as lab, materials, etc., which are normally added above tuition. Enrollment 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 State College employee on the same campus 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 and including a faculty bargaining unit member. 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 or designated office and on the HR website. The College will provide other means to ensure that employees are knowledgeable about the eligibility criteria and availability of this program. In the event any substantive changes are proposed to this program, the SCEA will be provided advance notice and an opportunity to meet and confer on the proposed changes prior to their implementation.

Section 11.15 Employee Assistance Program

Beginning with the effective date of this Agreement, the Employer shall make available to all its employees an Employee Assistance Program. The Employer shall pay the annual flat rate as established by the program provider. Any other costs shall be borne by the employee.

ARTICLE XII. USE OF FACILITIES AND SERVICES

Section 12.1 Facilities

Duly authorized representatives of SCEA and unit 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 Services

The SCEA and its local chapters shall continue to have access to use of printing, duplicating, addressing and other campus services subject to the then current use and fee requirements.

**ARTICLE XIII.
ASSOCIATION ACTIVITIES**

Section 13.1 Negotiation Team Member Notification

It is specifically agreed that SCEA President shall provide the Chancellor and each campus president with the names of the members of the SCEA negotiating team. Likewise, the Chancellor shall provide the SCEA President with the names of the Board negotiating team prior to negotiations.

Section 13.2 Leave of Absence To Negotiate

SCEA officers, members of the Negotiations counsel, and team members shall be granted leaves of absence without loss of salary to participate in negotiation sessions with the Board. College administrations must be informed of and approve such leaves through the usual leave practices or procedures.

Section 13.3 Board Agenda and Meeting Materials

The Chancellor shall advise the SCEA President at the time of the distribution of normal meeting call of open meetings of the Board; and shall provide the SCEA with two copies of the advance agenda and meeting materials for each meeting as available.

Section 13.4 Board Minutes and Presidents' Reports

It is specifically agreed that the Chancellor will make available to the SCEA President an official copy of the initial minutes of each meeting of the Board along with the complete written President's Reports to the Board as soon as possible after such minutes and reports are available.

**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, over-staffing or by the direction of the Legislature, a faculty advisory committee shall be established on the affected campus to provide recommendations to the campus administration. In each instance the faculty advisory committee shall be established by the college president on the affected campus, the members of the committee shall be recommended by the faculty and such advisory committee shall contain SCEA representatives. In each instance, the faculty advisory committee shall provide recommendations to the campus administration regarding program viability based on pre-determined viability standards and within the time limits established by the administration. 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 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 due to non-viability of programs, financial exigency, over-staffing, or by direction of the Legislature is reserved to the administration and Board. When reduction in force becomes necessary, the Board, or the campus administration shall inform SCEA of that fact in writing. It is specifically agreed that the administration and Board decision that reduction in force is necessary due to non-viable programs, financial exigency, over-staffing or by direction of the Legislature shall not be subject to the grievance and arbitration procedure of this contract; provided, however, that disputes arising under Sections 14.4 and 14.5 of this Article are grievable.

Section 14.3 Attrition/Layoff

The college administration will make an effort to avoid a layoff as provided below by use of attrition wherever possible.

Section 14.4 Criteria for Layoff

In laying off faculty in accordance with the order listed in Section 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 members of the faculty 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 Rights

Tenured employees who are laid off shall retain recall rights at their own campus for two years following the layoff. Before hiring new faculty at any state college, such college administration will provide an opportunity for faculty members who have been laid off less than one (1) year to be interviewed by the hiring state college. This obligation shall be carried out by posting the notices through the HR Department's website of such vacancies at the other two (2) state colleges covered by this Agreement.

Section 14.7 Reassignment

Before laying off any individual pursuant to this section, the college administration shall make a reasonable effort to place that individual in another position within the college.

Section 14.8 Overstaffing Notice Dates

In case of overstaffing, notice dates shall be the same as those listed in Section 17.1.

**ARTICLE XV.
PAYROLL DEDUCTIONS**

Section 15.1 Deduction Agreement

The Board agrees to deduct membership dues established by SCEA from the salary of any bargaining unit employees authorizing such deduction in writing.

Section 15.2 Deduction Notification

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

Section 15.3 Deduction Schedule

Said authorized deduction shall be made from the monthly pay of each member 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 of the faculty members 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 Faculty 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 financial officer and the local SCEA President before September 25th of each academic year.

Section 15.6 Deduction and Remittance Responsibility

If dues are deducted and remitted to the SCEA and its Local Chapters in accordance with the procedure specified in Sections 1,2,3,4 and 5 above, the Association 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

Faculty rank at the time of initial hire shall be determined by the college President. 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. Each State College, through its President, shall consider them as only minimums for promotion. 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.
 - 2) Ten years of experience at the college level with a minimum of five continuous years of service to the college at rank of Associate Professor is required. 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, if granted, at the beginning of the eleventh year, assuming five 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.
 - 2) Five years of experience at the college level including credit for prior service which was agreed to in writing prior to initial appointment and a minimum of three years of continuous service to the college at rank of Assistant Professor is required. For example, the earliest an eligible faculty member may apply for promotion to the Associate Professor rank is in the third year of service to the college provided two years of credit for prior service was agreed to in writing prior to the initial appointment. In this instance, the promotion award would be granted at the beginning of the faculty member's fourth year of service to the college and sixth year of experience at the college level.
- c) Assistant Professor
 - 1) A terminal degree, or in academic disciplines where significant work experiences are essential for classroom performance, such as education, computer science, and business accounting, an earned Master's degree followed by thirty (30) semester hours of study applicable toward an advanced degree, or equivalent outstanding achievement in the appropriate field.
 - 2) A minimum of three years of continuous service to the college at rank of instructor is required.
- d) Instructor
 - 1) An earned Master's degree, or equivalent outstanding achievement in the appropriate field.
 - 2) In rare and unusual circumstances, individuals with outstanding achievement and eminence, but without the required educational and service requirements, may be considered for appointment to an academic rank.

Criteria for Calculating Credit for Prior Experience

For purposes of determining eligibility for promotion in rank in the State College System, 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. Such credit is to be granted at the discretion of the college in writing at the time of initial employment. Up to three (3) years of credit for prior experience may be granted for purposes of promotion.

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.

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. Up to three (3) years of credit for prior experience may be granted for purposes of promotion.

In those academic disciplines where significant work experiences are essential for classroom performance, such as education, computer science, and business accounting, credit for prior experience may be negotiated at the time of initial appointment. Up to three (3) years of credit for prior experience may be granted for purposes of promotion.

Section 16.3 Performance Criteria for Promotions

Once the minimum Educational 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 not be limited to, the faculty member's:
 - knowledge of subject matter;
 - effectiveness in communicating such knowledge;
 - assisting students to think critically and creatively;
 - encouraging continued study;
 - mentoring and advising students in the academic major; and
 - supporting student participation in field activities and professional activities.

- b) Continual preparation and study through scholarly and creative activity, which may include but not be limited to professional peer-reviewed achievements and projects such as:
 - published books or treatises and publication in professional or scholarly journals;
 - submission of material for publication or evidence of research in progress leading toward scholarly publication;
 - articles in publications in trade, popular, or regional periodicals;

-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

-action classroom research

Examples of, but not limited to:

- student academic performance and achievement,
- pedagogy,
- course and curriculum development;
- assessment of student learning;

-development of courses and/or curriculum which contribute to student learning and academic achievement;

-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

-obtaining grants, contracts or similar financial support from external sources for scholarly purposes;

-applying for such grants, contracts or similar financial support;

-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

-sponsoring and directing student research projects that lead to publication and/or presentation by the student and faculty member in professional venues;

-acquiring a degree other than the required minimum degree at the time of the initial appointment;

-acquiring an appropriate professional certificate; and

-continued involvement in professional organizations.

- c) Service to college, community, and profession which may include but not be limited to activities such as:
- serving on departmental and college committees; and in other faculty leadership positions;
 - serving as departmental chairperson;
 - having responsibility in accreditation and reaccreditation activities;
 - advising student organizations;
 - 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;
 - fostering and sustaining collegial relationships in campus, community, and profession;
 - membership in and contributions to professional organizations; and
 - 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 college President. This process shall:

- a) Include provision for peer review.
- b) Include provisions for student evaluation of faculty.
- 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 in addition to meeting the Educational Criteria, faculty members must provide evidence of achievement that meets the Performance Criteria.

The rank promotion procedures at each College will be organized so that recommendations for tenure and promotion will be sent to the college President no later than March 15th of each academic year. The President shall decide whether the faculty member's performance meets the standards set forth in Section 16.3.

The college President shall inform the faculty member in writing by April 1st 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 for each college will be placed on file with the Chancellor.

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 discharged for adequate cause, or is terminated for reasons of financial exigency or program reduction, curtailment or discontinuance. 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 the Board, and the terms and provisions of this collective bargaining agreement.

Tenure is with the institution and resides within a specific academic unit in which the faculty member is employed and not with the Nebraska State College System. (See also Section 16.12)

Tenure to an academic unit is awarded by the college President following peer review and recommendations submitted on March 15th by the appropriate Dean and the Academic Vice President. Tenure review will include a provision for peer department and campus-wide faculty review, appropriate administrative review and recommendations, and the opportunity for a faculty member to provide appropriate material to support the application. A third year non-binding school/department or campus progress review will be conducted upon faculty member's request.

Tenure will not be awarded to a specific academic unit without appropriate review and recommendation by peers and supervisors. Tenure is awarded for quality of current professional performance and promise of such future performance, not merely for completing a certain length of service. In the case of academic unit tenure, it is equally incumbent on the faculty member and the administration to ensure that a 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.

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.

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Only faculty members who have the rank of Assistant Professor or higher are eligible for tenure status. No one shall be hired into a rank who does not meet the promotion criteria for that rank. Special appointees are not eligible for tenure.

The contract term for all faculty "Probationary/Tenure Track" appointees shall be the academic year. Regardless of the term of any individual contract, no such person has, or shall acquire, a right to reappointment for a term in excess of the academic year.

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 applicable Board Policy.

The college President, following peer review and recommendations by the 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 1st of the recommendations of the peer review 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 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, partial, or prejudicial.

A decision to grieve the denial of tenure shall be processed in accordance with procedures outlined in Sections 17.7 through 17.18, Article XVII (Dismissal) of this Agreement.

Section 16.7 Service Requirements for Tenure Eligibility

The maximum amount of full-time probationary service to the College prior to the acquisition of a "Tenured Appointment" shall not exceed seven (7) academic years. 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 the seven-year (7) academic probationary period be extended.

- a) The normal time a faculty member with no prior service credit may apply for tenure is in the sixth (6th) year of full-time service to the institution. Following campus review procedures and favorable campus recommendations, tenure shall be awarded with the seventh (7th) contract.
- b) Newly-hired faculty members who have served in an untenured 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 employment. Such faculty will be reviewed for tenure when the combined prior service credit and the years of continuous service to the institution equals six (6) years. Eligibility for a tenured appointment will be with the issuance of the seventh (7th) contract including the years of credit for prior service.
- 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. Prior credit for tenured service at the rank of Assistant Professor or higher may be granted toward acquiring continuous tenure status by agreement among the faculty member, the academic unit chairperson, the dean, the Academic Vice President and the campus President. Probationary credit for prior tenured service 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 consideration during the second (2nd) year of probationary service to the institution with tenure to be awarded in this instance no sooner than the third (3rd) year of employment with the institution, if the decision is made to approve the tenure application.

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Section 16.8 Terminal Contract for Failure to Achieve Tenure

When a faculty member fails to achieve tenure after undergoing the campus review, that individual will be issued a terminal contract for the following academic year.

Section 16.9 Tenure Recommendations

The college 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 College Promotion and Tenure Committee and dean, the Chancellor will be so informed.

Section 16.10 Tenure Standards

For an individual 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.

Section 16.12 Reassignment

Tenured faculty reassigned to another academic school on the same college campus shall retain their tenure in the new school.

**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 (2nd) year of service and following the second (2nd) year notice deadline, by May 30 prior to the final year of appointment.

Notice Dates Non-Renewal Non-tenured Faculty	
Prior to March 1	Personal conference non-renewal of contract in 1 st 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

Notice Dates Non-Renewal Tenured Faculty	
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 anyway 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.

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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. In the event the Board proposes to eliminate or modify any policy concerning faculty terms and conditions of employment other than the expressed terms of this Agreement, the NSCS Chancellor shall submit to the SCEA Chapter President on each campus before submittal for Board approval, a copy of the proposed changes. Any response or concern for any proposed changes on the part of the SCEA shall be communicated in writing to the Chancellor as soon as possible, but not later than fourteen (14) calendar days prior to the next Board meeting.

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 the Board and the individual campus administrations and remain exclusively within the rights of the Board and the individual campus administration.

It is understood that the Board may implement testing 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 on the College's or HR website and in the faculty handbook.

Section 18.4 Board Meeting Materials

The Chancellor will provide Board meeting materials to campus SCEA Presidents with the exception of confidential and privileged materials.

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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 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 18.7 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 Pronoun Use

The use of "he" or "his," "she" or "hers" in this Agreement shall be considered gender neutral and shall apply to both male and female faculty members.

Section 19.2 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, the Association and the faculty members will abide by it.

Section 20.2 Amending of Contract

This Agreement will 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.

2007-09 SCEA Agreement

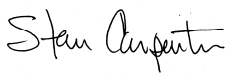
Section 20.4 Effective Date

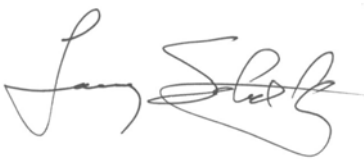
This agreement shall become effective on the First (1) day of July, 2007, and shall continue in full force and effect until the Thirtieth (30) day of June, 2009.

Dated this 14th day of March, 2007

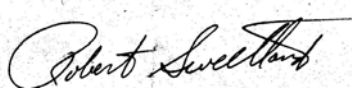
**BOARD OF TRUSTEES FOR
NEBRASKA STATE COLLEGES**


By S/: 
Willa Kosman, Board Chair


By S/: 
Stan Carpenter, Chancellor

By S/: 
Larry Schultz, Chief Negotiator,
Nebraska State College System

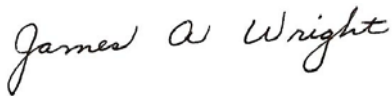
**STATE COLLEGE EDUCATION
ASSOCIATION**


By S/: 
Robert Sweetland, Chief Negotiator, Wayne

By S/: 
Barbara Limbach, Team Member, Chadron

By S/: 
Kelly Asmussen, Team Member, Peru

By S/: 
Richard Clopton, Team Member, Peru

By S/: 
Jim Wright, Team Member, Chadron

By S/: 
Ron Whitt, Team Member, Wayne

*S/: denotes electronic signature

Three colleges.
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEBRASKA STATE COLLEGE BOARD OF TRUSTEES
AND
THE STATE COLLEGE EDUCATION ASSOCIATION
2007-09**

1. A request to extend until June 30, 2009 the Early Retirement Incentive Program will be presented to the Board of Trustees for approval at its February 12, 2007 meeting. This Program became effective on July 1, 1999 and is scheduled to end on June 30, 2007. The Program is designed to encourage the early retirement of faculty by offering an incentive to retire in the form of paid premiums in the group medical and dental health insurance program offered retirees by Blue Cross Blue Shield at the time of the faculty member's retirement. The payment of premium will continue until the retired faculty member becomes eligible for coverage under the federal Medicare program, at which time the paid premiums shall cease. Faculty members who have completed at least ten years of continuous service within the State College System, and who are sixty years of age or older are eligible to participate in the Plan. The specific terms and conditions regarding participation are outlined in Board Policy 5401 found on the Board's website at www.nscs.edu.
2. The Voluntary Phased Retirement Program offered since 1993 will continue to be offered during the term of the 2007-09 Negotiated Agreement to tenured faculty members who have completed at least ten years of service within the State College System and who are fifty-five years of age or older. This Program permits senior faculty members to initiate retirement beginning with reduced 0.33 FTE employment as members of the College faculty and concluding with full retirement from College employment no later than July 1 following the third anniversary of the starting date of a phased retirement appointment. The specific terms and conditions of a phased retirement appointment are outlined in Board Policy 5403 at www.nscs.edu which includes continued contributions to the retirement plan and continued participation in the group life, medical and dental insurance plans as if the faculty members were on full-time appointments.
3. A request to extend the early retirement program known as the Voluntary Retirement Settlement Program until June 30, 2009 will be presented to the Board of Trustees for approval at its February 12, 2007 meeting. This program will offer eligible faculty members the opportunity to surrender tenure and retire on either July 1, 2007, July 1, 2008, or July 1, 2009. In exchange for the surrender of tenure, faculty members will receive a financial settlement incentive of twenty-five percent (25%) of their final year base salary with payment to be made in twelve (12) equal monthly installments following termination of employment.

In addition to the financial settlement incentive, the participant will be permitted to remain in the group medical and dental insurance plan offered retirees by Blue Cross/Blue Shield at the time of the participant's retirement. The College will pay the full cost of such coverage, which includes both the cost the faculty member would pay if still employed by the College and the cost that the College pays for such coverage as the employer. Coverage payments will continue for a period of twelve (12) months following retirement. Any COBRA benefits remaining will be available following cessation of the coverage payments.

However, if the retired faculty member reaches sixty-five (65) years of age at any time during the 12-month payout period, at which time eligibility to participate in the BC/BS retiree plan ceases, the College will pay an amount equivalent to the cost of the 65 Gold Plus Medicare Supplemental Plan offered by the NSEA for the payout period remaining.

To retire on June 30, 2007 under the terms and conditions of the Voluntary Retirement Settlement Program, the faculty member must have tenure status, be fifty-five years of age (55) or more on July 1, 2007, and have ten (10) or more years of consecutive service to the College or within the State College System.

To retire on June 30, 2008 under the terms and conditions of the Voluntary Retirement Settlement Program, the faculty member must be fifty-five years of age (55) or more on July 1, 2008, and have ten (10) or more years of consecutive service to the College or within the State College System.

To retire on June 30, 2009 under the terms and conditions of the Voluntary Retirement Settlement Program, the faculty member must be fifty-five years of age (55) or more on July 1, 2009, and have ten (10) or more years of consecutive service to the College or within the State College System.

Eligible faculty members will have until June 15, 2007 to provide written notification to the College President and appropriate Vice President of their intent to retire on June 30, 2007 under the terms of the Voluntary Retirement Settlement Program.

Eligible faculty members who plan to retire under the terms and conditions of the Voluntary Retirement Settlement Program on June 30, 2008 will have from July 1, 2007 until January 15, 2008, a period of seven months, to announce their intention to participate in the program. Eligible participants must signify in writing to the College President and Academic Vice President by no later than January 15, 2008, of their intent to retire on June 30, 2008 and to receive the incentive payments and health insurance coverage that takes effect for the fiscal year beginning July 1, 2008.

Eligible faculty members who plan to retire under the terms and conditions of the Voluntary Retirement Settlement Program on June 30, 2009 will have from July 1, 2008 until January 15, 2009, a period of seven months, to announce their intention to participate in the program. Eligible participants must signify in writing to the College President and Academic Vice President by no later than January 15, 2009 of their intent to retire on June 30, 2009 and to receive the incentive payments and health insurance coverage that takes effect for the fiscal year beginning July 1, 2009.

If death occurs during the payout period, the faculty member's beneficiaries or estate will receive any remaining incentive payments due under the terms of this Program. The medical and dental benefit will terminate upon the date of death.

No faculty member will be coerced in participating in this Voluntary Retirement Settlement Program, or have his or her employment terminated for the purpose of preventing him or her from becoming eligible to participate.

The Program is intended to be operative through the time period indicated with incentive payments and health insurance coverage available only during the fiscal year following retirement.

4. The parties agree that each campus will retain present practice for workload adjustment. No later than the second year of this Agreement, the parties shall establish a committee to study and make recommendations to resolve any issues that may arise relating to 1) workload adjustment; 2) research reassign/release time workload adjustment; and 3) service reassign/release time workload adjustment. The committee shall use the SCEA sections 5.2 and 5.7 proposed during contract negotiations as a starting framework for discussions. Recommendations made by the committee will be considered for implementation in the next biennium. The Committee shall include representative from each college chosen by the SCEA and three members chosen by the Chancellor. The VCAA and the NSEA Uni-Serve Director may, upon request, serve as non-voting resource members.
5. The parties agree that during the first year of this Agreement a committee will be convened to conduct a salary study using the format presented by the SCEA during the recent negotiations. The SCEA statistical study model will be used to initiate discussions and identify faculty who are significantly below their predicted salary and who warrant a salary adjustment. Mutual agreement between the parties is required prior to implementation of any individual salary adjustments during the second year of this Agreement. Warranted salary adjustments will be funded by the colleges. The Committee will consist of three representatives chosen by the SCEA and three members chosen by the Chancellor. Dr. Jeryl Nelson (WSC), the VCAA and the NSEA Uni-Serve Director will serve as non-voting resource members.

6. Assuming the State College System is provided at least a 3.5% overall increase in general fund appropriation by the Legislature for fiscal years 2008 and 2009, and that a tuition increase covers a reasonable portion of the budget deficit for those years, every effort will be made by the College administrations to retain covered faculty positions during the term of this Agreement. In the event that budget deficits require unit positions be eliminated during any year of this Agreement, such reductions will be conducted in accordance with the provisions stated in Sections 14.3 and 14.5 of this Agreement. Before any RIF under Sections 14.3 and 14.5 is considered, the college administrations will make an effort to avoid a layoff by use of attrition whenever possible which shall include, but not be limited to the following:

- leaving unfilled any vacancies, resignations, and/or retirements, unless continuation or accreditation of a program is threatened;
- eliminating part-time and adjunct positions provided cancellations are cost effective, i.e., salary savings are greater than lost tuition; and
- curtailing overload and/or summer teaching opportunities provided any curtailment is cost effective, i.e., salary savings are greater than lost tuition payments.

Full-time faculty who might be considered for a possible RIF will be consulted about other areas in which their credentials are adequate for a teaching assignment in another program. If there is a vacancy in another program, the faculty member will be considered for that position.

Signed, NSC

Signed, SCEA

Date

Date