

Three colleges.  
*Thousands of opportunities.*



## BOARD OF TRUSTEES

### Meeting Notice

In compliance with the provisions of Neb. Rev. Stat. Section 84-1411, printed notice is hereby given that a regular meeting of the Board of Trustees of the Nebraska State Colleges will convene at Hillcrest Country Club, 9401 East 'O' Street, Lincoln, NE on January 15, 2013.

Executive Session	January 15 –	9:30 a.m.
Committee Meetings	January 15 –	12:45 p.m.
Business Meeting	January 15 –	2:00 p.m.

This notice and accompanying agenda are being distributed to members of the Board of Trustees, the presidents of the state colleges, the Associated Press and selected Nebraska newspapers.

-- NOT A PAID NOTICE --

# **BOARD OF TRUSTEES MEETING**

**JANUARY 15, 2013  
HILLCREST COUNTRY CLUB – 8901 “O” STREET  
LINCOLN, NEBRASKA**

## **MONDAY, JANUARY 14**

<b>1:00 – 5:00</b>	<b>Business Officers Council Meeting</b>	<b>NSCS Office Conference Room</b>
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## **TUESDAY, JANUARY 15**

<b>9:00 – 11:00</b>	<b>Academic and Personnel Officers</b>	<b>Ballroom Section B</b>
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<b>10:00 – 11:00</b>	<b>Student Affairs, Marketing &amp; Enrollment Officers</b>	<b>Coffee Shop</b>
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<b>9:30 – 11:00</b>	<b>Board of Trustees</b>	
	<b>Executive Session</b>	<b>Ballroom Section A</b>
	<b>Litigation, Bargaining and Personnel Issues</b>	

<b>11:00 – 12:15</b>	<b>Design Development Document Presentations for</b>	
	<b>Eagle Ridge Project - CSC</b>	<b>Ballroom Section B</b>
	<b>Football Field Turf Replacement – WSC</b>	
	<b>Soccer Field Expansion – WSC</b>	

<b>12:15 – 12:45</b>	<b>Bridge Linguistic Presentation</b>	<b>Ballroom Section B</b>
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<b>12:45 – 2:00</b>	<b>BOARD COMMITTEE MEETINGS &amp; LUNCH</b>	
	<b>Academic and Personnel Committee</b>	<b>Ballroom Section A</b>
	<b>Student Affairs, Marketing &amp; Enrollment Committee</b>	<b>Coffee Shop</b>
	<b>Fiscal, Facilities &amp; Audit Committee</b>	<b>Ballroom Section B</b>

<b>2:00 – 3:30</b>	<b>BOARD OF TRUSTEES BUSINESS MEETING</b>	<b>Ballroom Section A</b>
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<b>4:00 – 7:00</b>	<b>SENATORS’ RECEPTION</b>	<b>Ferguson Center</b>
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**Academic and Personnel Committee  
Ballroom Section A  
12:15 – 2:00 p.m.**

**Consent agenda items:**

No consent agenda items

**Items for discussion and action:**

- 2.1 Approve Appointment of Dr. Randy Rhine as President of Chadron State College
- 2.2 Approve NSCS-NAPE/AFSCME 2013-2015 Agreement
- 2.3 Approve NSCS-NSCPA 2013-2015 Agreement
- 2.4 Approve NSCS-SCEA 2013-2015 Agreement
- 2.5 First and Final Round Approval of Revisions to Board Policy 4320; Research
- 2.6 First and Final Round Approval of Revisions to Board Policy 4400; Recommended College Preparatory Program
- 2.7 First and Final Round Approval of Revisions to Board Policy 4420; Academic Transfer College Courses Delivered to High School Students
- 2.8 First and Final Round Approval of Revisions to Board Policy 4500; Distinguished Service Awards
- 2.9 First and Final Round Approval of Revisions to Board Policy 4510; Honorary Degrees
- 2.10 First and Final Round Approval of Revisions to Board Policy 4710; Off-Campus Course and Program Offerings
- 2.11 First and Final Round Approval of Deletion of Board Policy 4720; Out-of-State Course Offerings
- 2.12 First and Final Round Approval of Deletion of Board Policy 4740; Summer Session; General
- 2.13 Approve Distinguished Service Award Recommendation Submitted by Chadron State

**Items for information and discussion:**

- 5.1 Personnel Actions Report
- 5.2 Off Campus Course Offerings

**Student Affairs, Marketing & Enrollment Committee**  
**Coffee Shop**  
**12:15 – 2:00 p.m.**

**Consent agenda items:**

No consent agenda items

**Items for discussion and action:**

No action items

**Items for information and discussion:**

- 6.1 Governor's Opportunity Award and Board of Trustees Applications Report
- 6.2 Senator's Reception Reminder
- 6.3 Scholarship Luncheon
- 6.4 Student Trustees' Selection
- 6.5 Counselor Excellence Selection
- 6.6 Marketing and Enrollment Officers Retreat

**Fiscal, Facilities & Audit Committee**  
**Ballroom Section B**  
**12:15 – 2:00 p.m.**

**Consent agenda items:**

- 1.1 Approval of LB 309 Allocation

**Items for discussion and action:**

- 4.1 Accept Audit Report for Year Ended June 30, 2012
- 4.2 Authorize Chancellor to Accept A-133 Audit for Year Ended June 30, 2012
- 4.3 Approve Use of the Following Appropriated Cash Funds for Capital Projects – CSC & WSC
- 4.4 Accept and Approve Naming of Various Areas and Rooms in Rangeland Agriculture Center and Pavilion – CSC
- 4.5 Accept and Approve Eagle Ridge Design Development Documents - CSC
- 4.6 Approve Reallocation of Contingency Maintenance Funds – PSC
- 4.7 Approve Contingency Maintenance Resolutions as Follows – CSC & PSC
- 4.8 Accept and Approve Football Field & Track Improvements Design Development Documents – WSC
- 4.9 Accept and Approve Soccer Field Expansion Design Development Documents - WSC
- 4.10 First and Final Round Approval of Board Policy 8065; Capital Construction; Contracts; Approval
- 4.11 Contracts and Change Orders for Approval

**Items for information and discussion:**

- 7.1 Grant Applications and Awards
- 7.2 Contracts and Change Orders

## **BOARD OF TRUSTEES MEETING**

### **CALL TO ORDER**

#### **1. APPROVAL OF MEETING AGENDA**

**APPROVAL OF MINUTES** from the November 15-16 meeting

**PUBLIC COMMENT**

### **ITEMS FOR CONSENT AGENDA**

- 1.1 Approve LB 309 Allocations and Retrievals

### **ITEMS FOR DISCUSSION AND ACTION**

#### **2. ACADEMIC & PERSONNEL COMMITTEE**

- 2.1 Approve Appointment of Dr. Randy Rhine as President of Chadron State College
- 2.2 Approve NSCS-NAPE/AFSCME 2013-2015 Agreement
- 2.3 Approve NSCS-NSCPA 2013-2015 Agreement
- 2.4 Approve NSCS-SCEA 2013-2015 Agreement
- 2.5 First and Final Round Approval of Revisions to Board Policy 4320; Research
- 2.6 First and Final Round Approval of Revisions to Board Policy 4400; Recommended College Preparatory Program
- 2.7 First and Final Round Approval of Revisions to Board Policy 4420; Academic Transfer College Courses Delivered to High School Students
- 2.8 First and Final Round Approval of Revisions to Board Policy 4500; Distinguished Service Awards
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- 2.10 First and Final Round Approval of Revisions to Board Policy 4710; Off-Campus Course and Program Offerings
- 2.11 First and Final Round Approval of Deletion of Board Policy 4720; Out-of-State Course Offerings
- 2.12 First and Final Round Approval of Deletion of Board Policy 4740; Summer Session; General
- 2.13 Approve Distinguished Service Award Recommendation Submitted by Chadron State

### **3. STUDENT AFFAIRS, MARKETING & ENROLLMENT COMMITTEE**

No action item

### **4. FISCAL, FACILITIES & AUDIT COMMITTEE**

- 4.1 Accept Audit Report for Year Ended June 30, 2012
- 4.2 Authorize Chancellor to Accept A-133 Audit for Year Ended June 30, 2012
- 4.3 Approve Use of the Following Appropriated Cash Funds for Capital Projects – CSC & WSC
- 4.4 Accept and Approve Naming of Various Areas and Rooms in Rangeland Agriculture Center and Pavilion – CSC
- 4.5 Accept and Approve Eagle Ridge Design Development Documents - CSC
- 4.6 Approve Reallocation of Contingency Maintenance Funds – PSC
- 4.7 Approve Contingency Maintenance Resolutions as Follows – CSC & PSC
- 4.8 Accept and Approve Football Field & Track Improvements Design Development Documents – WSC
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- 4.10 First and Final Round Approval of Board Policy 8065; Capital Construction; Contracts; Approval
- 4.11 Contracts and Change Orders for Approval

### **ITEMS FOR INFORMATION AND DISCUSSION**

### **5. ACADEMIC & PERSONNEL COMMITTEE**

- 5.1 Personnel Actions Report
- 5.2 Off Campus Course Offerings

### **6. STUDENT AFFAIRS, MARKETING & ENROLLMENT COMMITTEE**

- 6.1 Governor's Opportunity Award and Board of Trustees Applications Report
- 6.2 Senator's Reception Reminder
- 6.3 Scholarship Luncheon
- 6.4 Student Trustees' Selection
- 6.5 Counselor Excellence Selection
- 6.6 Marketing and Enrollment Officers Retreat

**7. FISCAL, FACILITIES & AUDIT**

7.1 Grant Applications and Awards

7.2 Contracts and Change Orders

**8. MISCELLANEOUS ACTION AND INFORMATION ITEMS**

8.1 Chancellor's Report

8.1.1 Identify Board Representatives for May 2013 Commencement (May 4)

8.1.2 National Conference on Trusteeship – April 21-23, 2013 –  
San Francisco, CA

8.2 Presidents' Reports – Diverse Cultural Activities

8.3 Student Trustees' Reports

**ADJOURNMENT**

The next regularly scheduled meeting of the Board of Trustees of the Nebraska State Colleges will be held March 14-15, 2013 at Peru.



**NEBRASKA STATE COLLEGE SYSTEM  
BOARD OF TRUSTEES**

**MINUTES OF NOVEMBER 15-16, 2012 MEETING**

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A meeting of the Board of Trustees of the Nebraska State College System was held at Wayne State College in Wayne, NE on Thursday and Friday, November 15-16, 2012.

In compliance with the provisions of Neb. Rev. Stat. Section 84-1411, printed notice of this meeting was mailed to each member of the Board of Trustees. In addition, copies of such notice were sent to the Presidents of the State Colleges, Associated Press, and selected Nebraska newspapers. We, each of us, hereby acknowledge due and sufficient service to the above, the foregoing notice of the time and place and object of said meeting, and agree to meet in said meeting at the time and place presented.

Board members present:

Cap Peterson, Wayne  
Michelle Suarez, Lincoln  
Gary Bieganski, Chadron  
Bill Roskens, Omaha  
Larry Teahon, Chadron  
Bob Engles, Auburn  
Roger Breed, Lincoln

Student Board Members present:

Morgan Nelson, Chadron State College  
Madison Becker, Wayne State College

NSCS Office Staff, present:

Stan Carpenter, Chancellor  
Kristin Petersen, General Counsel & Vice Chancellor for Employee Relations  
Carolyn Murphy, Vice Chancellor for Finance & Administration  
Korinne Tande, Vice Chancellor for Academic & Student Affairs  
Ed Hoffman, Vice Chancellor for Facilities, Planning & Information Technology  
Lois Podobnik, Associate Vice Chancellor for Academic Planning & Partnerships  
Amy Hock, Director of Systemwide Accounting  
Lynne Olson, Administrative Assistant to the Chancellor

CSC Staff present:

Randy Rhine, Interim President  
Dale Grant, Vice President for Administration & Finance  
Charles Snare, Vice President for Academic Affairs  
Steve Taylor,  
Tena Cook, Director of Admissions  
Aaron Prestwich,

PSC Staff present:

Dan Hanson, President  
Derby Johnson, Interim Vice President for Administration and Finance  
Todd Drew, Vice President for Academic Affairs  
Micki Willis, Vice President for Enrollment Management & Student Affairs

Morgan Boyack, Director of Admissions  
Regan Anson, Director of Marketing and Communications

WSC Staff present:

Curt Frye, President  
Jean Dale, Vice President for Administration and Finance  
Michael Anderson, Vice President for Academic Affairs  
Jeff Carstens, Vice President and Dean of Students  
Jay Collier, Director of College Relations  
Tricia Moyer, Marketing Coordinator  
John Dunning,  
Chad Altwine,  
Phyllis Conner,

Others present:

Jon Minks, WSC Foundation Trustees  
Adrian Minks, WSC Foundation Trustees  
JoAnne Kissel, The Clark Enersen Partners  
Eric Casper, The Clark Enersen Partners

**Thursday, November 15, 2012**

**CALL TO ORDER**

**EXECUTIVE SESSION**

Board Chair Peterson called the meeting to order at 8:30 a.m.

Motion was made by Trustee Bieganski and seconded by Trustee Suarez to move into executive session to conduct CSC Presidential candidate interviews. No action was taken. Motion was made by Trustee Engles and seconded by Trustee Roskens to move out of executive session at 1:25 p.m.

At 1:25 p.m. JoAnne Kissel and Eric Casper, from the Clark Enersen Partners, presented the program statement for the football field turn and track resurfacing projects at Wayne State. Immediately following the program statement for the soccer field expansion program statement was presented.

The Academic and Personnel Committee, the Student Affairs, Marketing and Enrollment Committee and the Fiscal, Facilities and Audit Committee met separately starting at 1:50 p.m. to discuss agenda items. No action was taken. The committee meetings adjourned at 3:00 p.m.

At 2:30 p.m. a motion was made by Trustee Teahon and seconded by Trustee Roskens to move into executive session to discuss personnel issues and litigation.

At 3:30, a motion was made by Trustee Suarez and seconded by Trustee Bieganski to move out of executive session.

At 3:35, the Board of Trustees and the Chancellor were given a tour of the Hahn Administration Building and Pile Hall.

**Friday, November 16, 2012**

**CALL TO ORDER—BUSINESS MEETING**

Board Chair Peterson called the business meeting to order at 8:00 a.m.

## **APPROVAL OF MEETING AGENDA**

The meeting agenda for November 15-16, 2012 was approved.

## **APPROVAL OF MINUTES**

Minutes of the September 6-7, 2012 meeting were unanimously approved.

## **CONSENT AGENDA ITEMS**

A motion was made by Trustee Engles and seconded by Trustee Teahon to approve the following consent agenda item. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson. Motion was unanimously approved. (Copy attached to official minutes.)

Approve LB 309 Allocations and Retrievals

## **ITEMS FOR DISCUSSION AND ACTION**

### **Academic and Personnel Committee**

Approve Distinguished Service Award Recommendation - CSC

A motion to approve the distinguished service award recommendation submitted by Chadron State was recommended by the committee to the full Board; which unanimously approved the motion. The recipient of the award will be announced at the December commencement ceremony at CSC. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson.

Approve Honorary Doctorate Degree Recommendation - CSC

A motion to approve the honorary doctorate degree recommendation submitted by Chadron State was recommended by the committee to the full Board; which unanimously approved the motion. The recipient of the honorary degree will be announced at the December commencement ceremony at CSC. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson.

Approve Three Summer 2013 London Study Abroad Agreements - CSC

A motion to approve three summer 2013 London Study Abroad Agreements for Chadron State was recommended by the committee to the full Board, which unanimously approved the motion. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson.

### **Fiscal, Facilities and Audit Committee**

Accept Revenue Bond Audit Report

A motion to accept the 2011-2012 revenue bond audit report as submitted for the Colleges by KPMG was recommended by the committee to the full Board, which unanimously approved the motion. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson.

Approve Sports Facility Cash Fund Projects

A motion to approve the Sports Facility Cash Fund projects for the Colleges was recommended by the committee to the full Board, which unanimously approved the motion. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson. (Copy attached to official minutes.)

Authorize Chancellor to Sign an Addendum to Construction Manager at Risk Contract with a Guaranteed Maximum Price for the Eagle Ridge Project - CSC

A motion to authorize the Chancellor to sign an addendum to the construction manager at risk contract with a guaranteed maximum price for the East Ridge project at Chadron State was recommended by the committee to the full Board, which unanimously approved the motion. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson.

Authorize Chancellor to Sign Professional Services Contract with Bahr Vermeer Haecker Architects (BVH) for Schematic Design through Construction Oversight of Eagle Ridge – CSC

A motion to authorize the Chancellor to sign a professional services contract with Bahr Vermeer Haecker Architects (BVH) for schematic design through construction oversight of the Eagle Ridge project at Chadron State was recommended by the committee to the full Board, which unanimously approved the motion. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson.

Authorize Chancellor to Sign Contract for Campus Utility Metering – CSC

A motion to authorize the Chancellor to sign the contract for campus utility metering at CSC was recommended by the committee to the full Board, which unanimously approved the motion. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson.

Approve Cash Fund Base Adjustment of \$1,414,631 at CSC

A motion to approve a cash fund base adjustment of \$1,414,631 for Chadron State was recommended by the committee to the full Board, which unanimously approved the motion. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson. (Copy attached to official minutes.)

Approve Return of \$210,144.39 of Funds Set Aside for Jindra Fine Arts Building to PSC Cash Funds

A motion to approve the return of \$210,144.39 of funds set aside for the Jindra Fine Arts Building project to the Peru State cash funds was recommended by the committee to the full Board, which unanimously approved the motion. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson. Additional information is listed below.

At its November 13, 2009 meeting, the Board approved the use of \$500,000 of un-appropriated cash funds for the Jindra Fine Arts Building Codes upgrade. At its April 22, 2010 meeting, the Board approved an additional \$500,000 of cash funds for the same purpose.

The Jindra Fine Arts Renovation project has been completed and all bills have been paid. Peru State requests approval of \$210,144.39 of the funds set aside for the Jindra project be returned to the College cash funds.

Approve Use of Capital Improvement Fee Funds – PSC

A motion to approve the use of capital improvement fee funds in the amount of \$700,000 for the Oak Bowl Renovation project at Peru State was recommended by the committee to the full Board, which

unanimously approved the motion. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson. (Copy attached to official minutes.)

Approve the Reallocation of Contingency Maintenance Funds – PSC & WSC

A motion to approve the following reallocation of contingency maintenance funds for Peru State and Wayne State was recommended by the committee to the full Board, which unanimously approved the motion. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson. (Copy attached to official minutes.)

Peru State

From:		
Resolution 9/10/10	\$27,433.06	#1 – Morgan Hall Planning
To: Resolution 11/12/10	\$27,433.06	#1 – Morgan Hall Renovation
From:		
Resolution 4/20/12	\$37,099.06	#2 – Repair Infrastructure Campuswide
To: Resolution 11/12/10	\$37,099.06	#1 – Morgan Hall Renovation
From:		
Resolution 4/20/12	\$34,242.24	#4 – Repair and Replace Furnishings in Residence Halls, Apartments and Student Center
To: Resolution 11/12/10	\$34,242.24	#1 – Morgan Hall Renovation

Wayne State

From:		
Resolution 4/20/12	\$ 9,000.00	#5 – Rec Center Roof Replacement
To: Resolution 3/26/10	\$ 9,000.00	#6 – Rec Center Repairs and Equipment

Accept & Approve Program Statement for Football Field Turf and Track Refinishing Project – WSC

A motion to accept and approve the program statement for the football field turf and track refinishing project at Wayne State was recommended by the committee to the full Board, which unanimously approved the motion. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson. (Copy attached to official minutes.)

Accept & Approve Program Statement for Soccer Field Expansion Project – WSC

A motion to accept and approve the program statement for the soccer field expansion project at Wayne State was recommended by the committee to the full Board, which unanimously approved the motion. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson. (Copy attached to official minutes.)

Authorize Chancellor to Sign Contract for Anderson Hall Roof Replacement – WSC

A motion to authorize the Chancellor to sign the contract for the Anderson Hall roof replacement project at Wayne State was recommended by the committee to the full Board, which unanimously approved the

motion. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson. (Copy attached to official minutes.)

#### Approve Contracts

A motion to approve the following contracts as submitted by the System Office and Chadron State was recommended by the committee to the full Board, which unanimously approved the motion. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson. (Copy attached to official minutes.)

##### System Office

- Nebraska State College System Office (office space at 1327 H Street, 2<sup>nd</sup> Floor) -- \$10.20 per square foot initial year

##### Chadron State

- National Guard Armory (providing electrical service) – N/A

#### Approve Set Aside of \$20,575 from Wayne State Appropriated Cash for Planning Costs for the Following Projects

A motion to approve the set aside of \$20,575 from Wayne State appropriated cash funds for planning costs for the following projects was recommended by the committee to the full Board, which unanimously approved the motion. Voting aye: Bieganski, Engles, Peterson, Roskens, Suarez and Teahon. Voting nay: None. Student Opinion aye: Becker and Nelson.

Football Turf and Track Refinishing - \$10,287.50

Soccer Field Expansion - \$10,287.50

### **ITEMS FOR INFORMATION AND DISCUSSION**

#### **Academic and Personnel**

##### Online Program Offerings Report

A report of the online programs offered by each of the colleges was reported to the Board for information only. The report included the programs offered online, enrollments, hours, oversight of faculty, academic support provided, courses offered and the approval process used to determine the programs that are offered online. (Copies are attached to the official minutes.)

##### Summer Instructional Load Reports

Summer 2012 instructional load reports from each college were reported to the Board for information only. (Copies are attached to the official minutes.)

##### Personnel Actions Reports

The personnel actions reports from each college were provided to the Board for information only. (Copies attached to official minutes.)

#### **Student Affairs, Marketing and Enrollment**

##### NSCS Counselor Tour Update

Information regarding the NSCS Tour was provided to the Board. (Information attached to official minutes.)

Chancellor's Summary Report

The Chancellor's summary report was provided to the Board for information only. (Copy attached to official minutes.)

Summer Enrollment Reports

Summer 2012 enrollment reports from each college were reported to the Board for information only. (Copies are attached to the official minutes.)

Board of Trustees Scholarship Acceptance Report

Each of the colleges reported the number of Board of Trustees Scholarships offered to entering freshmen, and the actual number in effect for each academic class (freshmen, sophomore, junior and senior) for information only. (Copy is attached to the official minutes.)

NSCS Month

For the eighth year in a row, Governor Heineman proclaimed the month of October as NSCS month. The colleges awarded \$800 bookstore certificates to three students, one from each college, who visited during the month of October. Radio commercials were aired September 21 through October 19 statewide to encourage high school seniors to visit the colleges during the month. Each college is also providing an iPad to one student who visits, takes a full campus tour, applies and enrolls for the Fall 2013 semester at the College they visited.

Counseling Academy

The NSCS sponsored a booth and exhibit at the annual Nebraska School Counselor Academy held in Omaha October 15 and 16. Admissions representatives from the Colleges staff the booth during the event, answering questions and providing marketing "freebies" to counselors who stop by the table.

Vice Chair Suarez thanked the student trustees for their input during the discussion of the online classes at the committee meeting.

**Fiscal, Facilities & Audit**

Remission Fund Awards Report

A summary of the remission funds awarded by category was presented to the Board for information only. (Copies attached to official minutes.)

Expenditures per FTE Student Reports

A report showing a six-year history of each college's general operations expenditures per full-time equivalent student was provided to the Board for information only. (Copy is attached to the official minutes.)

Physical Plant Status Reports

Each college provided a report of the status of their respective physical plant projects to the Board for information only. (Copies are attached to the official minutes.)

Capital Construction Progress Reports

The following capital construction progress reports were reported to the Board for information only. (Copies are attached to the official minutes.)

Chadron State

- Armstrong Gymnasium Phase I – Interim report
- Rangeland Center Phase I – Interim report

Peru State

- Eliza Morgan Hall Renovation Phases II, III, IV – Interim report

Wayne State

- Carhart Science Building Phase II – Final report
- Carhart Science Building Phase III – Interim report
- College Center at South Sioux City – Final report
- Hahn Administration Building Upgrade – Interim report
- U.S. Conn Library Renovation – Initial report
- Willow Bowl Restoration – Interim report

Contract and Change Orders

The following contracts and change orders were presented to the Board for information only.

System Office Contracts

- Media Placement and Production for NSCS Month September 21 through October 19 – \$23,933
- NSCS Office Space Cleaning Services – \$220/month
- Audit of Additional Major Program for A-133 – Not to exceed \$12,000

Chadron Contracts

- West Court Replacement – (land survey) - \$7,390

Peru Contracts

- Administration Building – (emergency re-roof) - \$42,991
- Campuswide – (copy machines – paper copies) - \$4,746.51/month – 60 months
- Delzell Hall – (program statement) - \$68,000 + reimbursable expenses
- Student Center – (program statement) - \$75,855 + reimbursable expenses

Wayne Contracts

- WSC Marketing Office – (marketing research) - \$5,400
- Bowen Hall Elevators – (remove asbestos tiles) - \$500
- Football Field – (video recording stands) - \$8,221
- Student Center – (remove old and install new carpet) - \$968
- Bowen Hall – (carpet) - \$1,938.75
- Hahn Administration Building – (assist with move to Hahn) - \$1,000
- Benthack Hall – (insulate chilled water pipes) - \$537
- Hahn Administration Building – (refinish terrazzo floors) - \$24,928
- Gardner Hall – (remove temporary wall) - \$840
- Student Center – (provide and install new carpet) - \$21,998.35
- Campuswide – (contract extension for 5 months to get cycle on fiscal year basis) - \$25,532.35 (February through June 2013)

Chadron Change Orders

- Campus Emergency Generator – (#1 install new panel in mechanical room) - \$2,621
- King Library – (#1 add power to computer lab) - \$1,217



Wayne Change Orders

- Hahn Administration Building – (#17 additional carpet; terrazzo refinishing; valve; stoop alterations; VCT) - \$19,687
- Rice Alley – (#1 additional concrete; remove/replace dirt; geo-grid) – \$6,539
- Hahn Administration Building – (#18 stairway rails; glass panels; clean vestibule brick; paint and carpet) - \$6,277
- Willow Bowl – (#2 additional electrical and data changes) - \$19,339
- Rice Alley – (#2 gate panel revisions) - \$1,892.16

Wayne Adjustments to Guaranteed Maximum Price (GMP) Agreements

- Carhart Science Phase III – (#3 contingency change) - \$0 (\$19,926 deduct)

Grant Applications and Awards

The following grant applications and awards were presented to the Board for information only. (Copies attached to official minutes.)

Chadron Application

- Stratigraphic and Structural Analysis of the Chadron Dome (NASA Nebraska Space Grant Consortium) - \$1,000

Wayne Application

- Omaha and Ponca Digital Dictionary Phase II (National Science Foundation/NEH [National Endowment for the Humanities] through University of Nebraska-Lincoln) - \$156,607

**MISCELLANEOUS ACTION AND INFORMATION ITEMS**

Chancellor's Report

Chancellor Carpenter reported he and Vice Chancellor Murphy and Hoffman had traveled to Wayne with Senator John Harms October 23 to tour at the U.S. Conn Library. Chancellor Carpenter also reported he had attended Nebraska Chamber of Commerce Forums Monday, November 12 and Tuesday, November 13.

At the forums it was reported that the highest grade for public higher education in Nebraska was a C. Chancellor Carpenter shared information at the forums about the efficiency, economy and quality of the education offered in the Nebraska State College System. He told the attendees that the NSCS also offers students the opportunity to graduate in 4 years if they do not change majors and take a full load of classes each semester. He further explained that the NSCS looks at our success rate for students rather than graduation rates only

Chancellor Carpenter presented Trustee Teahon a plaque for his 12 years of service to the Board of Trustees. Trustee Teahon's term will end December 31, 2012.

The following will provide greetings from the Board of Trustees at the December 14, 2012 NSCS commencement ceremonies at Chadron and Wayne:

Gary Bieganski – Chadron  
Cap Peterson – Wayne

### Presidents' Reports

PSC President Hanson reported on the importance of the relationship between Peru State College and the Peru State College Foundation. With this partnership, faculty engagement grants are offered to PSC faculty; student international travel is supported; and dollars are available for capital and program improvements, and marketing. The Foundation has also provided \$300,000 for the Park Avenue project.

CSC Interim President Rhine reported on the Kaleidoscope project. This project provides open education resources for students that allows students to save approximately \$90 per semester. CSC is at the forefront of the development of this program. Dr. Rhine also noted CSC had been rated #11 for being a military friendly College in the Military Times.

WSC President Frye reported on the various construction projects in progress and recently completed. Some of the projects include the renovations of the Hahn Administration Building, Pile Hall, Carhart Science, and Willow Bowl. The Foundation fundraising was critical for the Carhart Science Building and Willow Bowl renovations.

### Student Trustees' Reports

CSC Student Trustee Nelson reported she was grateful for the opportunity to serve on the CSC presidential search committee and thanked everyone for answering her questions and asking for students input in the process. She further noted the various activities that would be held at CSC.

WSC Student Trustee Becker reported the women's rugby team was participating in the Final 4 in New Jersey. She also noted many of the upcoming activities to be held at WSC.

PSC President Hanson reported that Student Trustee Fauver, PSC Rotoract member, had been invited to Washington DC to participate in a movement asking the U.S. to take action against the Ugandan war lord, Joseph Koni—thus Trustee Fauver's absence.

No action was necessary related to the CSC presidential search.

### Next Meeting

The next regularly scheduled meeting of the NSC Board of Trustees will be held in Lincoln, Nebraska on January 15, 2013.

**ADJOURNMENT** -- The meeting was adjourned at 9:13 a.m.

Respectfully submitted,

Stan Carpenter  
Chancellor

Individuals interested in source documents relating to the above agenda items may consult the Board Book for this meeting kept on file in the Nebraska State Colleges System Office in Lincoln.

**Fiscal, Facilities & Audit Committee**

*Bill Roskens, Chair*  
*John Chaney*

January 15, 2013

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**ACTION:      Approve the Acceptance and Retrieval of LB 309 Allocations**

Priority: Financial Strength of the System

Goals:    3. Strengthen fiscal, environmental, technological and physical resources

          5. Secure public and private funding sources

Strategies: g. Continually find ways to stretch limited resources as far as possible

                  i. Ensure that plans for resource allocation support the system and institutional priorities

                  j. Maintain facilities and improve physical environment

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The following items are submitted by Peru State for Board approval.

**Peru**

- |    |  |                          |
|----|--|--------------------------|
| 1. | Acceptance of \$2,974 for masonry repairs on the Administration Building |                          |
|    | Allocation Date/Amount   | 11/19/12      \$2,974.00 |
|    | College Contribution Amount  | <u>00.00</u>             |
|    | Estimated Project Cost   | \$2,974.00               |

**Academic & Personnel Committee**

*Gary Bieganski, Chair*  
*Roger Breed*

January 15, 2013

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**ACTION:      Approve Appointment of Dr. Randy Rhine as the President of Chadron State College with the Salary of \$155,000**

Priority: Educational Excellence Throughout the System

Goal:    3.    Recruit, retain and invest in excellent faculty and staff

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The Chancellor recommends approval of the appointment of Dr. Randy Rhine as the President of Chadron State College. This appointment will begin February 1, 2013 and will include all the benefits of employment received by other members of the professional staff within the Nebraska State College System including group medical, dental, vision, life, retirement, and disability insurance coverages.

**Academic & Personnel Committee**

*Gary Bieganski, Chair*  
*Roger Breed*

January 15, 2013

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**ACTION:      Approve the 2013-2015 Agreement Between the Board of Trustees of the Nebraska State Colleges and The Nebraska Association of Public Employees/American Federation State, County, and Municipal Employees (NAPE/AFSCME) Bargaining Unit**

Priority: Educational Excellence Throughout the System  
Goal:    3.    Recruit, retain and invest in excellent faculty and staff

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The System Office recommends approval of the 2013-2015 Agreement between the Board of Trustees of the Nebraska State Colleges and NAPE/AFSCME. Attached is a copy of the Agreement in legislative format showing all additions and deletions.

## AGREEMENT

**20143-20135**

THIS AGREEMENT is made and entered into by and between the Board of Trustees of the Nebraska State Colleges at Chadron, Peru and Wayne, Nebraska, acting on its own behalf and through its agents and hereinafter referred to as the "Employer," and the Nebraska Association of Public Employees, Local #61, of the American Federation of State, County, and Municipal Employees, hereinafter referred to as the "Union."

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.

This Agreement shall become effective on the first (1st) day of July **20143**, and shall continue in full force and effect until the thirtieth (30th) day of June **20135**.

This instrument constitutes the entire Agreement between the parties hereto and the Employer, the Union and the employees shall abide by it.

### ARTICLE 1. RECOGNITION

**Section 1.0** Bargaining Unit. By the terms of this Agreement, the Employer recognizes the Union as the exclusive bargaining agent for all regular full-time (0.75 FTE and above), nonsupervisory support staff employees, hereinafter referred to as employee(s), employed at its colleges located at Chadron, Peru and Wayne, Nebraska for the purpose of negotiating with respect to hours of labor, rates of pay and working conditions. This Agreement will not apply to employees who are excluded from the bargaining unit including supervisors, part-time, interim or temporary employees, and other employees not categorized as support staff.

It is also understood and agreed that the following positions are excluded from the bargaining unit:

- a) Office Assistant in the Human Resources Office
- b) Office Assistant to Vice President for Administration or Business
- c) Secretary to the President
- d) Support Staff in the System Office
- e) Foundation Employees whose positions are funded entirely by Foundation

**Section 1.1** Exclusive Representation. The Employer 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.

**Section 1.2** Supersede. This Agreement will supersede any rules, regulations or practices of the Employer which will be specifically contrary to or inconsistent with the terms of this Agreement.

## 2013-2015 NAPE Agreement

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**Section 1.3** Modification of Terms and Conditions. Any term or condition of employment expressly stated in this Agreement may not be eliminated or modified in any way during the term of this Agreement without mutual agreement between the Employer and the Union.

**Section 1.4** Matters of Mutual Interest. Presidents or Vice Presidents and the Union Campus Chapter President, and/or a Union representative, upon mutual agreement, may meet and confer to discuss matters of mutual interest. Such meetings shall not serve or result in circumventing grievance procedures.

The Vice Chancellor of Employee Relations and the Union representative, upon mutual agreement, may meet and confer to discuss terms and conditions of employment other than the expressed terms of this Agreement and resolve any concerns or disputes that may arise.

### ARTICLE 2. NONDISCRIMINATION

**Section 2.0** Prohibition. The Employer and Union agree that no preference or discrimination will be shown by either the Employer or Union for or against any employee in regard to race, color, national origin, age, gender, disability, religion, political affiliation, or affiliation or nonaffiliation with the Union, or engage in any harassment, all as provided by law.

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

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

**Section 2.1** Exercising Agreement Rights. No employees shall be harassed or discriminated against for filing or participating in a grievance or otherwise exercising their rights under this Agreement. In the spirit of continuing their harmonious and cooperative relationship, the Employer and the Union agree to implement and exercise the provisions of this contract in a fair and responsible manner.

### ARTICLE 3. MANAGEMENT RIGHTS

**Section 3.0** Employer Rights. All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this Agreement are retained by and remain

exclusively within the rights of the Employer to the extent that such rights do not violate its legal authority, and to the extent such rights are not modified by this Agreement. The management of the Colleges, including the right to make reasonable rules and regulations, to test for cause for alcohol or illegal substances, to direct the work force, to hire, promote, transfer, suspend or discipline and/or discharge for just cause, to establish a classification and compensation plan, to layoff employees, to introduce new methods, equipment, and facilities, to supervise and control all College operations, to define job responsibilities for each position, to establish hours of work and to approve leave time, subject to the provisions hereinafter set forth in this Agreement, are vested exclusively in the Employer.

**Section 3.1** Work Rules. Employees will be notified in writing of newly established work rules or amendments, handbooks, policies and procedures related to the terms and conditions of their employment at least five (5) working days prior to their effective date.

#### **ARTICLE 4. HIRING**

**Section 4.0** Vacancies. Whenever a vacant position, which is covered by this Agreement, is posted, a notice of such opening will be listed on designated employee bulletin boards and the College website stating the job title, description, qualifications, date of availability, and where appropriate, minimum pay.

**Section 4.1** Selection Criteria. The Employer may consider external candidates for any vacant position as well as internal candidates and may conduct internal and external searches simultaneously. The Employer shall fill job vacancies using a variety of factors including, but not limited to, knowledge required, work experience and ability, relevant job related tests, and, if applicable, active recall rights. If the qualifications and suitability of external and internal candidates are relatively equal, the Employer will select the most senior internal candidate.

**Section 4.2** New Employee Salaries. New employee salaries will be set based on qualifications and experience but will not exceed Step 2 of the Salary Guide without written approval of the Chancellor. The Chancellor will provide a copy of the justification to the Union upon request. New employees must have related work experience or formal education above the high school level or certification in a work related program in order to receive a salary exceeding five percent (5%) of Step 1 of the Salary Guide.

**Section 4.3** Agreement Notice to New Employees. The Employer agrees to inform every new employee at the time of initial hire where a copy of this Agreement may be accessed online. A written copy of this Agreement shall be provided to a new employee upon request.

**Section 4.4** Background Checks. Offers of employment are contingent on the applicant successfully passing a background check.



**ARTICLE 5.  
PROBATION**

**Section 5.0** Probation Period. New employees shall be required to complete a probation period of six (6) months from the date of hire and shall be so notified. Employees who transfer from one College to another may be required by the immediate supervisor to complete a probation period. Probationary employees shall have no grievance rights under this Agreement but shall retain all applicable rights under state and federal law.

**Section 5.1** Extensions. A probationary employee may have the probation period extended for up to an additional six (6) months for reasons of performance, transfer, promotion or leave of absence, at the discretion of the immediate supervisor.

The notice of extension will be in writing and will include the specific period of extension. In case of extension for performance reasons the employee will be provided specific performance improvement requirements.

**Section 5.2** Discharge. Employees may be discharged at any time during the probation period with or without cause. The President or designee will notify the employee in writing of the date the discharge is effective. Upon employee request, the President or designee will give the employee the reason for the discharge.

**Section 5.3** Transfers. Employees who have successfully completed their probation period and thereafter transfer to another position in another classification series or who are permitted to transfer to another College may be required, with sufficient written notice, to satisfy another probation period in the new position.

**ARTICLE 6.  
JOB RESPONSIBILITIES**

**Section 6.0** Classification Descriptions and Job Descriptions. The Employer maintains classification descriptions for all employees. In addition, each employee shall have a description of his or her specific job responsibilities. Classification descriptions are available to the employee upon request at the Human Resource Office. Classification descriptions can also be found on the College website. Job descriptions are provided to employees by the Supervisor or the Human Resource Office. Copies of job descriptions are also provided to the Human Resource Office.

**Section 6.1** New Job Responsibilities. If new responsibilities are added to the employee's job duties or job description, the employee will be so advised with as much advance notice as is practical and the supervisor and employee will meet to discuss any realignment or adjustment of existing duties or priorities. The supervisor and employee will meet to discuss necessary adjustments of workload assignments for the scheduled work week.

**Section 6.2** Discussion of Job Responsibilities. The assignment of job responsibilities shall be reasonably related to the employee's classification description. If the assigned job responsibility is reasonably related to the employee's classification description, the

assignment is not grievable. An employee may request a meeting with the Human Resource Director and the immediate supervisor to discuss job responsibilities, either in terms of workload or the appropriateness of an assignment in relation to the classification description.

**Section 6.3** Temporary Pay Increases. When an employee is assigned by a supervisor to perform the duties of a position in a classification higher than the classification currently held by the employee for a period of four (4) hours in a work day, the employee shall receive a temporary pay increase to the minimum rate of the salary grade of the higher classification for the time worked, or a four percent (4%) increase in their current pay for the time worked, whichever is higher.

If employees are assigned to perform the duties of a higher classification on an ongoing basis, but less than four (4) hours in a work day, the ~~Union and the Vice Chancellor of Employee Relations shall meet to discuss and resolve the matter~~ Employer has the discretion to provide a temporary pay increase.

**Section 6.4** Training. Where appropriate and at the discretion of the Employer, training sessions, seminars, workshops or meetings necessary for the accomplishment of the employee's assigned duties will be provided to the employee. Priority will be given to immediate work requirements and safety issues when assigning employees to training or meeting activities.

The cost of training required by the Employer shall be paid for by the Employer, including travel, supplies, and equipment expenses. An employee participating in required training shall be considered to be on work time. If required training is not offered during a regular workday, the employee shall be allowed compensatory time off for the actual hours in training including any travel time associated with such training.

**Section 6.5** Degree Completion. In recognition of the employee's increased value to the Employer, the Employer shall provide a salary base increase upon the completion of each academic degree earned after the commencement of employment and after the effective date of this Agreement. ~~A salary increase will only be awarded when such degree program is a part of a development plan agreed upon in writing by the employee, immediate supervisor, and appropriate Vice President.~~ Base salary increases will be awarded only on July 1<sup>st</sup> following completion of the degree program. Official transcripts or other appropriate documentation from the awarding institution must be provided to the Human Resources Office prior to July 1<sup>st</sup> in order to receive the salary increase. Salary increases will be based on the following schedule.

Associate of Applied Science Degree	\$250
Associate of Arts Degree	\$250
Bachelor's Degree	\$500
Master's Degree	\$500

**Section 6.6** Certification Completion. The Employer shall provide a salary base increase upon the completion of each certification program approved by the immediate supervisor and appropriate Vice President in writing that relates to the employee's position and better qualifies the employee to perform assigned tasks. ~~A salary increase will only be~~

awarded when such certification program is part of a training plan agreed upon by the employee, immediate supervisor and appropriate Vice President in writing. The written plan shall identify when the salary base increase will begin. The amount of the salary base increase will be determined by the Employer prior to the initiation of the agreed upon program. The increase shall reflect the value of and benefit of the employee's newly acquired competencies but shall not exceed three hundred dollars (\$300.00) for each completed certification program. After providing the salary increase under this Section, the Employer has the right to continue to require the employee to maintain a current certificate without further compensation.

**Section 6.7** Proposal Opportunity. The Union shall have the opportunity to submit a proposal to the Employer regarding degree and certification payments before the end of the first year of this Agreement.

## ARTICLE 7. HOURS OF WORK AND OVERTIME

**Section 7.0** Workweek. The regular workweek, Sunday through Saturday, shall mean five (5) consecutive workdays of eight (8) hours per day unless there is mutual agreement between the employee and the immediate supervisor to work a flex-time schedule (for example, four (4) ten (10) hour days of summer schedule). Employees may request flex-time schedules or schedule deviations which will be considered in conjunction with College needs. Approval of a flex-time schedule request by an employee shall not be unreasonably denied. Supervisors may adjust employee workweek schedules to accommodate College departmental needs. The assignment of reasonable employee work schedules is a non-grievable matter. Overtime must be authorized in writing by the immediate supervisor before any work is performed.

In the event of an emergency, or when it is not possible or practical to obtain prior approval for overtime work to be performed, the immediate supervisor may approve the overtime in writing subsequent to the time the work was performed.

**Section 7.1** Evenings, Weekends and Holidays. Employees may be required to work evenings, weekends, and holidays. If an employee is required to work on a holiday, the employee will be allowed comparable time and one-half off on a mutually agreed upon alternate date. When scheduling the alternate date, the employee's request shall not be unreasonably denied.

**Section 7.2** Overtime Pay. Employees must be paid at time-and-one-half for all hours worked in excess of forty (40) hours, unless given compensatory time off under the conditions outlined in Section 7.3 below.

**Section 7.3** Compensatory Time. At the discretion of the Employer, compensatory time on a one-and-one-half basis may be given in lieu of overtime pay; provided, however, that an employee may not accrue more than two hundred forty (240) hours of compensatory time (one hundred sixty (160) hours of time worked). Unused compensatory time shall be paid in cash at the end of employment. Use of compensatory time will be granted within a reasonable period of time after employee's request if such use does not

unduly disrupt the operations of the college.

**Section 7.4** Overtime Preference. Employees may be required to work more than a forty (40) hour week. If fewer employees than the full crew are required, overtime will be offered in the following order:

- a) To the employee performing the work requiring overtime;
- b) To employees working within the same class of work requiring overtime, on the basis of seniority; and then;
- c) To employees on the basis of job qualifications and seniority.

If a sufficient number of employees fail to volunteer for overtime, it will be assigned by reverse seniority to employees in the classification requiring overtime.

**Section 7.5** Overtime Notice. In the event of the need for work past a regularly scheduled work shift, employees will be notified as soon as practical, however, no later than three (3) hours before the end of their regularly scheduled work shift on that day, unless an emergency arises in which case notice is to be given as soon as is practical. In the event of the need for Saturday or Sunday work, for employees who are not regularly scheduled to work on those days, the employees will be notified as soon as is practical but at least three (3) hours before the end of their regular shift on the preceding Friday, unless an emergency arises in which case notice will be given as soon as is practical. An emergency is defined as any unexpected and unforeseen event under circumstances that could not have been anticipated by the immediate supervisor.

In the event of an emergency need to require employees to report to work earlier than their regularly scheduled work shift, the employees will be notified prior to the end of the preceding work shift. If prior day notification is not possible, notice will be given as soon as practical. Employees will not be required to report to work earlier than their regularly scheduled work shift, unless an emergency exists. Employees must be paid at time and one-half for all hours worked in excess of forty (40) hours, unless given compensatory time off under the conditions outlined in this Article.

If work is required outside an employee's regular work week for a scheduled activity, the employee will be given as much advance notice as possible but not less than ten (10) working days written notice prior to the beginning of the work week. When the compensating time-off during the workweek is to be scheduled, the time-off will be reasonably determined by mutual agreement.

**Section 7.6** Called Back. Employees, who have left the college and are later "called back" to work after completing their regular work shift, will be compensated for actual time worked, but in no event less than two (2) hours. Employees shall not be required to be "on call," and employees shall not be required to report back to work except in the case of an emergency, as defined in Section 7.5.

**Section 7.7** Lunch. Employees will be allowed an unpaid lunch period of at least thirty (30) minutes as scheduled by the immediate supervisor. In addition, employees will be allowed to take a fifteen (15) minute relief period as scheduled by the immediate supervisor both before and after lunch period but not in connection with the lunch

period. In the event that employees are required to work in excess of ten (10) hours in a work day, ~~and actually work at least ten (10) hours and fifteen (15) minutes,~~ they will be allowed an additional fifteen (15) minute relief period as scheduled by the immediate supervisor.

Employees working full time in the boiler houses will not be provided an unpaid lunch period. Those employees may eat lunch during their regular shift while performing work and receiving pay.

**Section 7.8** Schedule Changes. Unless agreed to by the employee, the employer shall provide at least ten (10) working days written notice prior to making any permanent change in a work schedule. To the extent practicable, the schedule change will take into consideration the employee's schedule preference.

**Section 7.9** Break Between Shifts. Employees shall be given at least ten (10) hours rest between required shifts except in circumstances involving an emergency, as defined in Section 7.5.

## **ARTICLE 8. HOLIDAYS**

**Section 8.0** Holiday Schedule. The following holidays (eight (8) hours each) are compensated holidays:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following
Christmas Day	December 25

In addition to the seven (7) holidays noted above, the Employer shall schedule five (5) other holidays during the calendar year. The Employer may also schedule additional holidays to match state and federal holiday observances.

Military veterans shall, upon request, be permitted to observe the Veteran's Day holiday on the observed date. Leave will be charged to the employee's vacation leave balance or time can be made up within thirty (30) workdays. The request for leave shall not be unreasonably denied.

**Section 8.1** Work on Holidays. It is understood that no employee will be requested to work on a holiday unless absolutely necessary. Employees required to work on holidays shall be paid overtime or earn compensatory time according to Article 7. Employees who are assigned to work on the Saturday and Sunday between Christmas Day and New Year's Day will be compensated at the rate of time and one-half.

**Section 8.2** Eligibility for Holiday Pay. In order for an employee to be eligible for holiday pay the employee must work his or her scheduled work day before and after the holiday or be authorized to use paid or unpaid leave on the day before and after the holiday.

Holiday pay shall be at the regular rate of pay and time worked on a holiday shall be one-and-one-half of the regular rate of pay.

**Section 8.3** Holidays on Days Off. Employees may be allowed another day off, if the holiday falls on their regularly scheduled day off of work. Time will be reported as eight (8) hours of holiday leave.

## ARTICLE 9. PERFORMANCE EVALUATION

**Section 9.0** Corrective Action Plan. In case of identified areas of concern, a corrective action plan identifying specific requirements and outcomes will be created by the supervisor in consultation with the employee. Such a plan will be acknowledged with the employee's signature and attached to the original evaluation report with a copy placed along with the evaluation in the employee's personnel file.

**Section 9.10** Objectives. The overall objectives of an employee performance evaluation program are to measure, maintain, and improve job performance. The evaluation program will attempt to promote high levels of achievement and morale through a system which encourages supervisors and employees to work together to improve performance and to facilitate communication concerning employee progress toward the attainment of performance objectives.

**Section 9.21** Probation Performance Report. A performance report for employees will be prepared by the immediate supervisor prior to the conclusion of the probation period per Section 5.0 or any extension thereof and annually thereafter. Each performance evaluation must be conducted by the employee's immediate supervisor. Each report must be reviewed by the evaluator's supervisor prior to discussion with the employee.

**Section 9.32** Performance Conference. The supervisor will schedule a conference with the employee prior to May 1 of each year to discuss the evaluation in relation to the job assignment for the past evaluation period and to jointly set goals and specific objectives for the coming year. Counseling on performance issues shall be done in private.

**Section 9.43** Acknowledgment, Rebuttal or Comments. Performance evaluation reports must be reviewed and acknowledged by the employee. Acknowledgment signifies only that the employee has reviewed and discussed the performance evaluation. Each employee will receive a copy of his or her performance evaluation report and have an opportunity to comment or rebut any performance assessment. Employees may comment on supervisory and work issues. A copy of each performance evaluation report and any rebuttal or comment submitted will be included in the employee's personnel file. A copy of the employee rebuttal or comment shall be provided to the evaluator's supervisor.

**Section 9.54** Evaluation Criteria. All employees will be provided the criteria/standards to be used in the evaluation of their job performance. If the criteria/standards for evaluation change, the employee will be so advised. Evaluations shall be based on the job duties assigned and conduct during the evaluation period.

**Section 9.65** Form. A standardized evaluation form will be used and will include four (4) rating categories for performance. The categories shall be as follows: Exceeds Expectations, Satisfactory, Needs Improvement, and Unsatisfactory. Only an overall satisfactory or above performance designation is eligible for any negotiated annual increase to base salary, if any. The form shall also contain a section to document goals set pursuant to Section 9.32.

**Section 9.76** Absence of Evaluation Report. If no annual performance evaluation report is conducted, the employee will be considered to have performed satisfactorily.

**Section 9.7** Corrective Action Plan. In case of identified areas of concern, a corrective action plan identifying specific requirements and outcomes will be created by the supervisor in consultation with the employee. Such a plan will be acknowledged with the employee's signature and attached to the original evaluation report with a copy placed along with the evaluation in the employee's personnel file.

## **ARTICLE 10. CLASSIFICATION**

**Section 10.0** Classification Assignment. Each employee will be assigned to an authorized classification designated by the Employer and will be compensated in accordance with the salary grade applicable to the designated classification as of the date of this Agreement.

The Employer agrees to classify/reclassify positions based on the scope and level of duties and responsibilities assigned, the nature and extent of supervision received and exercised, and the knowledge, abilities and skills required with the end result being that all classifications are in balance with the classification for similar work being performed by other College employees. The employer retains the right to assign and reassign work, which may affect the classification assignment of each position.

**Section 10.1** Classification Review Request. If an employee or supervisor believes that the placement of an employee's classification assignment warrants a review, the employee or supervisor may request a review provided the position has not been reviewed by the Human Resources Office in the previous six (6) calendar months. An employee's classification is not eligible for a review for the first year of employment. Requests for review will be submitted in writing to the Human Resources Director and the employee's immediate supervisor and will contain the following:

- a) a current classification description questionnaire completed by the employee;
- b) a concise and specific statement as to why the employee believes the current classification assignment is inappropriate and the specific reasons therefore; and,
- c) a concise and specific statement of the classification sought (which must be a currently existing classification), and the specific reasons therefore.

**Section 10.2** Classification Review Process.

- a) Upon receipt of an employee classification description questionnaire, the Human Resource Director shall have fifteen (15) working days to review the assignment of duties and responsibilities of a position with the immediate supervisor and appropriate Vice President.
- b) Within the thirty (30) working days after receiving the questionnaire, the Human Resource Director will meet with the classification panel to discuss the request and the information submitted from the employee, supervisor and Vice President.
  - i) The classification panel shall be made up of five (5) members. The chair of the panel will be the Human Resource Director. Two (2) committee members will be appointed by the President and two (2) committee members will be appointed by the Union.
- c) The Human Resource Director will inform the President regarding the information that was received from the employee, supervisor, Vice President and the classification panel. The President will issue the College's final decision regarding the classification request. Determination of job duties and responsibilities is exclusively the authority of the President.
- d) If the review determines that a reclassification is not appropriate, no salary adjustment will be made. Job duties may be restructured, if necessary, to conform the job to its original classification.
- e) If the review determined that a reclassification is warranted and the Employer decides to continue the assigned duties and responsibilities in question, the reclassification is subject to the promotion terms and provisions contained in Article 16.
- f) Time limits in this Article will be adhered to unless otherwise agreed to in writing by the parties.

**Section 10.3** Appeal to the Chancellor. The employee may appeal the President's decision within ten (10) working days by filing all prior responses with the Chancellor. The Chancellor shall render a decision that is final within ten (10) working days of receipt of the appeal.

**Section 10.4** Pay and Classification Plan Changes. The Chancellor, or designee, will notify the Union of newly created classes and classification title changes when such changes are made in the Support Staff Pay and Classification Plan. Any proposed revisions to the existing Plan including, but not limited to, creation of a new pay grade or assignment of a pay grade to a newly created classification shall require the Employer to negotiate with the Union before such revisions are implemented. The Employer and Union agree that any revision of the Classification and Pay Plan that may occur during the term of this Agreement shall not result in a loss of pay to any employee because of a downward reclassification of a position covered by this Agreement.



**ARTICLE 11.  
CORRECTIVE AND DISCIPLINARY ACTIONS**

**Section 11.0** Verbal Counseling. Verbal counseling is an informal level of corrective action. Verbal counseling is not disciplinary action. Verbal counseling is not grievable. It is a warning given by an immediate supervisor in conference with an employee in which the matter is discussed with the employee. The employee will be advised what action is expected of him or her to correct the problem.

**Section 11.1** Employer Right to Discipline. The right to exercise discipline for just cause is vested exclusively in the Employer; provided that an employee who has been disciplined will be advised of the reason or reasons for such action. The level of discipline imposed shall be based on the nature and severity of the infraction. Disciplinary action challenged by the employee or the Union as not in conformance with this Agreement, may be grieved as provided in Article 15, however, disciplinary dismissals may only be challenged as provided in Section 11.6.

**Section 11.2** Predisciplinary Notice. Prior to imposing discipline, employees are entitled to notice of the allegations against them which will identify the nature of the offense, the rule, policy, or performance standard violated and include an explanation of the evidence against them. The notice will include a description of the incident(s) involved and date(s) of occurrence as applicable.

**Section 11.3** Employee Opportunity to Respond. Prior to imposing discipline the employee will additionally be entitled to an opportunity to respond to the allegations, present mitigating evidence, or present reasons why disciplinary action should not be taken.

Employees may be represented by the Union at such predisciplinary meetings which have the potential to lead to discipline. Employees shall be notified in advance that the meeting may have the potential to lead to disciplinary action and that he or she has the right to union representation. Unless otherwise agreed to, employees are not entitled to representation at routine supervisory or nondisciplinary corrective counseling conferences or meetings.

**Section 11.4** Notice of Disciplinary Action. As specified in Section 11.2, an employee will be notified in writing whenever any disciplinary action is taken against him or her. The employee must acknowledge receipt by signing the written disciplinary notice. The employee's signature does not constitute agreement with the content of the notice. If the employee refuses to sign, the supervisor and a witness will sign a notation of the employee's refusal on the notice. A copy of the written disciplinary notice will be placed in the employee's personnel file.

**Section 11.5** Types of Disciplinary Action.

- a) **Written Warning.** Written warnings consist of a discussion between the employee and a supervisor in which the supervisor explains in detail the reasons for the warning and then provides a written disciplinary notice to the employee of the action required to correct the unsatisfactory performance, the time allowed for improvement and the consequences, including dismissal, for

future violations or failure to improve.

- b) **Disciplinary Probation.** A disciplinary probation may be imposed by the appropriate Vice President or designee for a period of up to six (6) months, but may be extended to a total of one (1) year, during which time the employee's performance must improve. A corrective action plan including the time allowed for improvement and the consequences, including dismissal, for future violations or failure to improve shall be included in the written disciplinary notice.
  - i) Employees on disciplinary probation shall not be promoted or granted merit pay increases.
  - ii) Employees granted leave while serving disciplinary probation may have their probation extended by the number of days absent on leave.
  - iii) Employees may be removed from disciplinary probation by a written notice of the appropriate Vice President or designee.
- c) **Disciplinary Suspension Without Pay.** A period of suspension imposed by the President shall be without pay and shall not exceed five (5) working days. The Disciplinary notice informing the employee of suspension shall be dated and include the reason for the suspension, the number of days of the suspension, time allowed for improvement and the consequences, including dismissal, for future violations or failure to improve.
  - i) The employee's service date shall be adjusted by the number of calendar days absent during a suspension.
  - ii) Employees on suspension shall not be granted paid leave during the suspension period.
- d) **Demotion.** A President may demote an employee to a class of a lower salary grade as a disciplinary action. The employee's duties shall be changed to reflect the new classification. Upon demoting an employee for disciplinary reasons, a President shall reduce the employee's salary a minimum of five percent (5%) and the salary may not be above the Maximum Rate of the new salary grade. However, demoted employees' salaries may be reduced no lower than the minimum salary of the new salary grade.

The written notice regarding the demotion time shall specify the time allowed for improvement and the consequences, including dismissal, for future violations or failure to improve.

- e) **Discharge.** Other than an employee serving a probation period subject to Article 5, an employee may not be discharged without just cause. Discharge is removal from employment for failure to respond to previous disciplinary actions or when extreme circumstances render any preceding steps unnecessary or inappropriate.

**Section 11.6 Discharge Process and Procedure.**

- a) Upon receipt of a supervisor and/or Vice President's recommendation to dismiss an employee, the President shall inform the employee, in writing, of a time at which the employee may present any additional facts, material, or evidence regarding the employee's potential discharge to the President or a designee. Failure by the employee to appear shall act as a waiver by the employee to the aforementioned meeting but shall not be construed as an admission regarding the allegations. The employee may be represented by the union or an attorney in the meeting.
- b) Within five (5) work days following the scheduled date of the meeting, the President shall provide the employee a copy of his or her recommendations regarding the discharge. The five (5) day period may be extended upon agreement between the President, employee and representative. A copy of the President's recommendation shall be forwarded to the employee by Certified Mail with instructions to "Deliver to Addressee Only, Return Receipt Requested" or by personal delivery, or deposit to the employee's last known address. A copy of the President's recommendation shall also be forwarded to the Chancellor.

If the President recommends that the employee be discharged, the written notice shall inform the employee that he or she may obtain a hearing before an arbitrator by delivering a written request to the Chancellor within ten (10) work days of the employee's receipt of the President's notice. The arbitrator will be selected by a process agreed to by the parties.

- c) If no timely written request of a hearing is received by the Chancellor, the Chancellor shall render a final decision regarding the discharge recommendation based on the existing record.
- d) If a hearing is requested, the Arbitrator will notify the parties in writing of the date, time, and place of the hearing. To the extent possible, hearings shall be scheduled during or contiguous to the employee's normal working hours.
- e) At a hearing, the employee may be present and be heard, be represented by the Union or an attorney (at the employee's expense), examine documentary evidence presented, cross-examine witnesses, offer documentary evidence and present witnesses.
- f) The arbitrator's findings of fact and recommendation shall be provided to the parties and the Chancellor.
- g) If the employee is not satisfied with the decision made by the arbitrator, the employee may seek relief under applicable state and federal laws.
- h) An employee recommended for discharge shall continue to be an employee until the appeal procedure has been exhausted or until the employee has failed to advance the appeal in a timely fashion. The employee may be

suspended with pay or reassigned to other duties during the appeal procedure at the discretion of the President.

**Section 11.7** Investigatory Suspension. An employee who is under investigation for misconduct, charged with, criminal activity or for other reasons at the discretion of the President or designee, shall be suspended with pay, until such time as it is possible to determine if disciplinary action should be taken. Investigatory suspensions are non-grievable.

**Section 11.8** Tape Recording. Any meeting or hearing held pursuant to this Article may be tape recorded if all parties agree.

## **ARTICLE 12. RESIGNATIONS, ABANDONMENT, LAYOFFS**

**Section 12.0** Resignation. To resign in good standing, the employee must give written notice to the Human Resources Director with a copy to the immediate supervisor, at least two (2) weeks before separation, unless the Human Resources Director agrees to a shorter period.

**Section 12.1** Abandonment. An employee may be considered to have abandoned the job if he or she has been absent from work for longer than two (2) work days without being on approved leave or without notifying the appropriate supervisor unless such notice is impossible. Such abandonment will be considered as a voluntary resignation not in good standing.

**Section 12.2** Layoffs. The Employer decides when a layoff is necessary, and which classes of employees and positions will be affected. Layoffs may be determined necessary because of budget adjustments or reallocations, a modification of position workloads, or elimination of or change in scope of institutional services, or as the result of any other job-related management decision.

**Section 12.3** Employee Qualifications. When a layoff is necessary, the Employer will lay off employees so that the reduction will be made in such a manner that the remaining employees possess the necessary qualifications to perform the required duties.

**Section 12.4** Attrition. The Employer will make an effort to avoid a layoff by use of attrition wherever possible.

**Section 12.5** Notice Prior to Layoff. Employees to be laid off will be given as much notice as possible, but at least a fifteen (15) working days written notice.

**Section 12.6** Selection for Layoff. After the classification(s) targeted for layoff has (have) been determined, the employee(s) in the classification(s) who has (have) the least College seniority shall be selected for layoff first. The layoff(s) shall proceed in order to the next least senior person(s) in the classification(s).

**Section 12.7** Bumping Rights. Employees laid off may exercise bumping rights as follows:

- a) An employee may bump the lowest senior person in the next lowest job

classification in the series provided that the employee has more College seniority.

- b) If the lowest seniority person in the next lowest classification in the series has more seniority, then bumping to that position is not allowed, and the same process would be applied to the next lowest classification in the series, and so on.
- c) In classifications where there are no other classifications in the series, employees may bump persons with the least seniority in classifications they previously held provided that the employee has more College seniority.
- d) Employees who are bumped would then have the same options as laid off employees.
- e) If employees elect not to bump, employees who are targeted for layoff shall be placed, by College seniority, in vacant positions of the employee's(s') choice which the College fills at the same or lower pay grades in classifications they are qualified to perform as determined by the Employer.

**Section 12.8** Salary Reduction. Employees who are placed in lower salary grades pursuant to this Article shall have their pay reduced by no more than five percent (5.0%) per pay grade but in no case shall pay be reduced below minimum rate for the salary grade. Placement in the salary grade shall be at the corresponding step level appropriate to the employee's longevity in that classification.

**Section 12.9** Recall. Recall of employees after a layoff shall be in reverse order of layoff to their previous classification or a lower classification in the same series. Laid off employees shall be eligible for recall for twelve (12) months. Any employee wishing to remain eligible for recall, during the twelve-month (12) period, must keep the Human Resource Office advised of his or her current address.

**Section 12.10** Circumventing Layoff or Bumping Process. If the Union has reason to believe that a promotion or reclassification took place in order to circumvent the layoff or bumping process, the Union shall have the opportunity to meet and discuss the matter with the Vice Chancellor of Employee Relations. The promotion or reclassification decision will be reviewed to ensure that actions were not taken in bad faith.

**Section 12.11** Hiring Temporary Employees. The Employer agrees not to hire temporary employees if such hiring would result in a lay-off of any employee covered by this Agreement.

## **ARTICLE 13. SENIORITY**

**Section 13.0** Calculating Seniority. In determining seniority, an employee will be given credit for the time spent in continuous service as indicated on the employee's employment record and subject to the provisions of this Agreement, including exceptions in Section 16.6.

**Section 13.1** Break in Service. Continuous service will be deemed broken and an employee loses all seniority rights if:

- a) He or she is discharged for cause;
- b) He or she has abandoned their job by being absent for two (2) consecutive working days without notifying an appropriate supervisor unless such notice is impossible;
- c) He or she fails, while on layoff, to respond within three (3) working days after signing for the notice which the Employer has, by certified mail, sent him or her to his or her last address recalling him or her to work and to report to work at the time reasonably directed by the Employer, or upon return of the undelivered certified mail; or,
- d) He or she has separated from employment, for any reason, for a period exceeding twelve (12) calendar months.

~~**Section 13.2** Notice Regarding Unfilled Vacant Positions. If the Employer is not going to refill a vacancy, the Vice Chancellor of Employee Relations will notify the Union representative of the rationale for the decision.~~

#### **ARTICLE 14. PERSONNEL FILES**

**Section 14.0** Official Personnel File. Each College will maintain an official personnel file for each employee.

**Section 14.1** Personnel File 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 Employer; and
- d) Performance evaluation reports, corrective or disciplinary records and other memoranda of discussions with the employee relating to the employee's performance.

**Section 14.2** Inspection and Copies. Employees or a Union representative whom the employee has so designated in writing have the right to inspect the contents of their personnel file. Employees have the right to insert a reasonable amount of written material in rebuttal to administrative notices relating to job performance or disciplinary actions. Files must be reviewed in the presence of an appropriate administrator and may not be removed from the Human Resource Office. Authorized rebuttal materials may be forwarded to the Human Resources Office for placement in the official personnel file. Employees, at their expense, may request copies of materials from their files.

**Section 14.3** Notice. Employees will be given a copy of any written material relating to negative performance or conduct at the time it is placed in his or her personnel file.

**ARTICLE 15.  
GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 15.0** Purpose. The grievance and arbitration procedure as set forth herein is designed only to provide a method to resolve differences involving the interpretation or application of this Agreement. Time limits provided herein are to be adhered to unless modifications are agreed to in writing by the parties to the grievance.

**Section 15.1** Representation. If requested, the employee will have the right to have a Union representative participate in any step of the grievance and arbitration procedure.

**Section 15.2** Grievance Defined. A grievance is hereby jointly defined to be any claim by an employee regarding the interpretation or application of this Agreement.

**Section 15.3** Personnel Files. The Employer will reasonably cooperate in the investigation of all grievances. Access to review personnel files is subject to the provisions in Article 14.

**Section 15.4** Grievance Steps. A grievance will be processed in the following manner. The employee has the right to have a Union representative participate in any step. In all cases, where the Union is representing the employee, the Employer shall not discuss the grievance with the employee without the union representative present.

- a) **Step 1.** The employee will discuss the grievance with his or her immediate supervisor in an attempt to settle the grievance.
- b) **Step 2.** If the grievance is not settled in Step 1, the employee may file a written grievance with the Human Resources Director within no more than fifteen (15) working days after the employee has knowledge or should have had knowledge of the facts giving rise to the grievance. The written grievance shall be recorded on a form mutually agreed upon by the Union and the Vice Chancellor of Employee Relations.

When reducing a grievance to writing, the following information must be stated with reasonable clarity: the exact nature of the grievance, the act(s) of commission or omission, relevant date(s) if known, the identity of individual(s) alleged to have caused the grievance, the specific provisions of this Agreement that are alleged to have been violated, and the relief requested.

Upon receipt of the written grievance and prior to issuance of a written response, the Human Resources Director and the appropriate Vice President shall meet and confer with the employee in an attempt to resolve the grievance.

A written response to the employee shall be made in writing within ten (10) working days of the date the grievance was filed. If a written response is not received within ten (10) working days, the employee may proceed to Step 3.

- c) **Step 3.** If the grievance is not settled in Step 2, the employee may appeal to the President within ten (10) working days of the receipt of the written response in Step 2, by filing the written grievance form and all prior written responses with the President.

At the employee's request, the President will conduct a conference with the employee in an attempt to resolve the grievance.

Within ten (10) working days of receipt of the written grievance form and all prior written responses, the President will render a written decision to the employee and Union representative, if a Union representative is involved.

- d) **Step 4.** If the grievance is not settled in Step 3, the employee may appeal to the Chancellor, within ten (10) working days of the receipt of the written response in Step 3 by filing the written grievance form and all prior written responses with the Chancellor.

The Chancellor shall notify the employee and Union representative, if applicable, of his or her decision, within twenty (20) working days after receipt of the written grievance form, all prior written responses and any additional information the employee wishes to have considered.

- e) **Step 5.** Within thirty (30) calendar days, if the employee is not satisfied with the decision made by the Chancellor, the employee may request relief, in writing, by binding arbitration except that grievances based on protected classes will be excluded from binding arbitration. The arbitrator will be selected by a process agreed to by the parties. The employee also has the right to continue to seek relief under applicable state and federal laws.

**Section 15.5** Grievance Meetings. To the extent possible, all grievance meetings shall be scheduled during or contiguous to the employee's normal working hours.

**Section 15.6** Time Limits. Failure of the Employer in any step to render a decision to the employee within the maximum time limits shall automatically allow the employee to proceed to the next step. Failure of the employee to proceed to the next step within the maximum time limit shall be considered as termination of the grievance.

## ARTICLE 16. WAGES

**Section 16.0** 20143-20124 Annual Salary Increase. For the 20143-124 fiscal year, each employee will receive a two percent (2%) salary increase above his or her prior year base salary of July 1, 2012. Increases shall be provided to all employees with satisfactory or better performance evaluation reports.

**Section 16.1** 20124-20135 Annual Salary Increase. For the 20124-20135 fiscal year, each employee will receive a two percent (2%) increase above his or her prior year base salary on July 1, 20123. Increases shall be provided to all employees with satisfactory or better performance evaluation reports.



### Section 16.2 Salary Adjustments.

Promotion. Employees who are promoted to a higher salary grade position, or who occupy a position that has been reclassified to a higher salary grade position, will have their new salary determined by adding the difference between the minimum salary of the existing position and the minimum salary of the new position to their current salary base.

Demotion. Employees who are demoted or move to a lower salary grade position will have their new salary determined by subtracting the difference between the minimum salary of the existing position and the minimum salary of the new position from their current salary base.

Lateral Transfer. Employees who transfer laterally within the same salary grade shall not receive any reduction or increase in pay.

**Section 16.3 Salary Guide.** A listing of position classifications and the assigned salary grades referred to as the Support Staff Position Salary Guide is attached hereto as Appendix A and made a part of this Agreement. Steps on the Salary Guide for each pay grade will be adjusted upward by two percent (2%) for the second each year of this Agreement.

### Section 16.4 Service Date Salary Adjustments. To be effective July 1, **2014**:

Employees who have worked five (5) or more years in a listed position will receive, at a minimum, the salary identified in salary category two (2) of the Salary Guide.

**Note:** Five (5) years of satisfactory or better performance evaluations in a listed position will be required before category two (2) of the Salary Guide will be considered a minimum salary for an employee.

Employees who have worked ten (10) or more years in a listed position will receive, at a minimum, the mid-point salary listed in category three (3) of the Salary Guide.

**Note:** Ten (10) years of satisfactory or better performance evaluations in a listed position will be required before category three (3) of the Salary Guide will be considered a minimum salary for an employee.

Employees who have worked fifteen (15) or more years in a listed position will receive, at a minimum, the salary identified in salary category four (4) of the Salary Guide.

**Note:** Fifteen (15) years of satisfactory or better performance evaluations in a listed position will be required before category four (4) of the Salary Guide will be considered a minimum salary for an employee.

Employees who have worked twenty (20) or more years in a listed position will receive, at a minimum, the salary identified in salary category five (5) of the Salary Guide.

**Note:** Twenty (20) years of satisfactory or better performance evaluations in a listed position will be required before category five (5) of the Salary Guide will be considered a minimum salary for an employee.

**Section 16.5** Service Date Salary Limitations. During the term of this Agreement no employee will receive a combined salary increase greater than ten percent (10%) in any one (1) year. Salary increases on July 1, 2014<sup>3</sup> and July 1, 2012<sup>4</sup> will be applied prior to the Salary Guide adjustment in determining the maximum increase.

**Section 16.6** Years of Service. Time served in any other position as a part-time support staff member, full or part-time faculty member, full or part-time professional staff member, or as a full-time support staff member in another unit position listed on the Salary Guide that is of a different classification series, will not count toward years of service for purposes of determining placement on the Salary Guide. The salaries listed in salary categories two (2), three (3), four (4) and five (5) apply only to employees with actual time served in their current listed position on the Salary Guide.

Employees hired between July 1<sup>st</sup> and September 30<sup>th</sup> of any calendar year will be credited with one (1) full year of service in a listed position on July 1<sup>st</sup> of the next fiscal year, and with an additional year of service each July 1<sup>st</sup> thereafter. To be credited with their first year of service on the Salary Guide, employees hired between October 1<sup>st</sup> and June 30<sup>th</sup> of any calendar year will be required to serve in a listed position until the second July 1<sup>st</sup> following the date of their initial employment.

**Section 16.7** Teaching or Coaching Duties. Employees may accept an employment contract for teaching or coaching duties performed outside their regularly assigned work schedule with the approval of the immediate supervisor and the Academic Vice President. Such appointments shall be limited to one (1) or more courses of no more than three (3) credit hours per semester in each of the fall and spring semesters, and one (1) summer term, but it is otherwise understood that the terms and conditions of such employment are not covered by or subject to this Agreement.

~~**Section 16.8** Opportunity to Meet. In the event the Nebraska State College System receives additional unrestricted general funds for 2009-2010 or 2010-2011 (beyond the 2008-2009 base appropriation) the Vice Chancellor for Employee Relations, the Vice Chancellor for Finance and Administration, and College representatives agree to meet with NAPE to discuss support staff salaries relative to any such increase. General Fund increases do not include funds specifically restricted for designated uses. This provision does not constitute a requirement to renegotiate wages or reopen compensation provisions during the term of this Agreement.~~

## ARTICLE 17.

### INSURANCE, RETIREMENT, BENEFITS AND EMPLOYEE ASSISTANCE PROGRAM

**Section 17.0** Available Insurance. The Employer agrees to make available the same level of group medical, dental, life, vision, and disability insurance coverages currently being provided.

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If costs of coverages should increase during the second (2<sup>nd</sup>) year of this Agreement, the Employer and the Union agree to continue the same arrangement for sharing costs. Nothing within this Agreement, however, shall prohibit the Employer from considering other insurance carriers. Prior to putting any insurance contract out for bids to insurance carriers, the Employer shall meet and confer with the Union in regard to specifications of such contracts.

**Section 17.1 Medical Insurance.** A medical plan will be offered which requires the employee to satisfy the lowest calendar year deductible amount offered by the insurer and a co-insurance amount with an out-of-pocket stop loss limit amount after which all other eligible medical claims will be covered for the remainder of the calendar year. 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 remaining amount of the cost of coverage. For those employees who opt for coverage under a family medical plan, the Employer will contribute toward either family plan, employee/children or employee/spouse 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 remaining amount of the cost of coverage.

~~On July 1, 2011, the Employer will provide each employee in the NAPE/AFSCME bargaining unit who participates in this medical insurance plan a fifty dollar (\$50) salary base increase.~~

When both members of a married couple are employed and request family coverage, each individual will be required to contribute an amount equal to the contribution an employee makes toward single coverage.

**Section 17.2 Dental Insurance.** A 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. 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 Employer will contribute eighty-five percent (85%) toward the cost of single dental coverage. For those employees opting for family dental coverage, the Employer will contribute seventy-five percent (75%) toward the cost of family, employee/children, or employee/spouse dental coverage. An employee must be enrolled in the group medical plan to be eligible for dental plan coverage.

When both members of a married couple are employed and request family coverage, each individual will be required to contribute an amount equal to the contribution an employee makes toward single coverage.

**Section 17.3 Flexible Spending Accounts.** The Employer agrees 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, which is not taxed, in a medical or dependent care account for payment of eligible expenses.

**Section 17.4** Life Insurance. A life insurance plan offering group term life insurance coverage in the amount of thirty thousand dollars (\$30,000) will be provided at the Employer'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. Employees 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. Eligible coverage for children begins at six (6) months of age.

In accordance with current policy provisions, employees' life insurance benefits are reduced to 50% at seventy (70) years of age.

**Section 17.5** Long-term 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 (90) days of continuous disability as defined by the insurance carrier. The Employer will provide seventy-five percent (75%) of the aggregate costs of this coverage.

**Section 17.6** Retirement Plan. The retirement plan presently in effect shall be continued. During the term of this Agreement, the Employer contribution will be eight percent (8.0%) with the employee contribution at six percent (6.0%) of gross earnings.

New employees are eligible to participate in the retirement plan at age twenty-five (25) with two (2) years of consecutive service. Participation is mandatory at age thirty (30).

**Section 17.7** Vision Insurance. The voluntary vision insurance program currently in effect will continue. The Employer shall contribute fifty percent (50%) toward the cost of single vision coverage for any plan option selected by the employee.

**Section 17.8** Employee Assistance Program. 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. Any other costs shall be borne by the employee. Records concerning an employee's treatment for alcoholism, drug or stress related problems shall remain separate from other personnel materials. All employee assistance records shall remain confidential.

**Section 17.9** Retirement Programs.

a) Voluntary Retirement Settlement Program. Eligible employees who elect to surrender their right to continued employment and retire on June 30, 2012<sup>4</sup>, shall in exchange for the surrender of such right, 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. An eligible employee must be fifty-five (55) years of age with ten (10) or more years of consecutive service within the State College System and must provide six (6) months of advanced written notice.

In addition, the employee 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 employee's retirement. The Employer will pay the full cost of such coverage, which includes both the cost the employee would pay if still employed and the cost that the Employer 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. COBRA benefits are not available if the employee elects to enroll in the Direct Bill program. The employee shall be responsible for membership fees required by Nebraska State Education Association (NSEA).

If the retired employee reaches the age of sixty-five years (65) at any time during the twelve (12) month period of payout, at which time eligibility to participate in the BC/BS retiree plan ceases, the Employer will pay an amount equivalent to the full-cost of the Retired BlueSenior Classic Plan offered by the NSEA for the payout period remaining.

If death occurs during the payout period, the employee'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 employee will be coerced into 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 salary payments and insurance coverage available only during the fiscal year following retirement.

- b) Early Retirement Incentive Program. The Program is designed to encourage the early retirement of eligible employees 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 eligible employee's retirement. The payment of premium will continue until the retired employee becomes eligible for coverage under the federal Medicare program, at which time the paid premiums shall cease. Full-time employees who have completed at least ten (10) years of continuous service within the State College System, and who are sixty (60) years of age or older are eligible to participate in this program upon providing six (6) months of advanced written notice. The employee shall be responsible for membership fees required by NSEA. In order to be eligible for this program, the employee has to meet the five (5) year Educator's Health Alliance continuous coverage requirement.

#### Section 17.10

Wellness Facilities. Employees and their spouses will be allowed to use, free of charge during non-working hours, those facilities belonging to the College that are used to promote wellness. Dependents of employees will be permitted to use these facilities at a reduced rate. Such facilities will be available to employees, their spouses and dependents during the facilities' normal hours of operation and when not being used for classroom instruction or program activities.

**ARTICLE 18.  
TUITION PROGRAMS**

**Section 18.0** Immediate Family Tuition Remission. A sixty-seven percent (67%) tuition remission will be available for employees and immediate family (spouse and children who are twenty-four (24) years of age or younger) members of employees who enroll at a Nebraska State College on a space available basis. The remission does not apply to fees. Although online courses have a single rate, a portion of the rate consists of fees. The remission provided for online courses will be 67% of the equivalent resident tuition rate for an on-campus course. Remissions are subject to the following conditions:

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

**Section 18.1** Employee Tuition Waiver. Employees will be eligible to enroll for credit in course offerings during nonwork hours for one dollar (\$1.00) per course on a space available basis. Enrollment and tuition waiver under this provision will be limited to one (1) course of not more than four (4) credit hours each fall and spring semester, and one (1) summer term. One dollar (\$1.00) covers the cost of tuition for purposes of this waiver program. Any mandatory or applicable fees which are charged with the course enrollment must be paid for by the employee. Although online courses have a single rate, a portion of the rate consists of fees. The waiver provided for online courses will be based on the equivalent resident tuition rate for an on-campus course (beyond one dollar (\$1.00)). Waivers are subject to the following conditions:

- a) Employees must be admitted as students of the College and must have met all normal academic requirements for the courses taken.
- b) This tuition waiver is not available to employees whose anticipated employment period is less than six (6) months, regardless of FTE employment status.
- c) An employee's work schedule may be arranged, with appropriate supervisory approvals, to accommodate enrollment.

**Section 18.2** Limitation. An employee may not enroll in courses under Section 18.0 and Section 18.1 simultaneously during the same semester. Only one (1) tuition waiver course may be taken per semester by an employee. Tuition remissions and tuition waivers will not apply to already discounted tuition rates for dual enrollment courses.

**ARTICLE 19.  
LEAVE**

**Section 19.0** Sick Leave

a) Accrual Rates.

Employees Hired After 7-1-93. Full-time employees hired after July 1, 1993 shall accrue paid sick leave computed at the rate of eight (8) work hours per month for each calendar month of completed service, not to exceed one-thousand four hundred forty (1,440) hours [or one-hundred eighty (180) days] maximum accumulation of unused sick leave.

1st year of employment and thereafter	12 days/year or 96 hours/year
Maximum Accumulation	180 days or 1,440 hours

Employees Hired Prior to 7-1-93. Full time employees hired prior to July 1, 1993 shall accrue paid sick leave computed at the rate of eight (8) work hours per month for each calendar month of completed service during the first five (5) years of service. Additional sick leave days, not to exceed one thousand four hundred forty (1,440) hours [or one hundred eighty (180) days] maximum accumulation of unused sick leave will accrue according to the following schedule:

1-5 years of continuous employment	12 days/year or 96 hours/year
6th year of continuous employment	17 days/year or 136 hours/year
7th year of continuous employment	18 days/year or 144 hours/year
8th year of continuous employment	19 days/year or 152 hours/year
9th year of continuous employment	20 days/year or 160 hours/year
10th year of continuous employment	21 days/year or 168 hours/year
11th year of continuous employment	22 days/year or 176 hours/year
12th year of continuous employment	23 days/year or 184 hours/year
13th year of continuous employment	24 days/year or 192 hours/year
14th year of continuous employment	25 days/year or 200 hours/year
15th year of continuous employment	26 days/year or 208 hours/year
16th year of continuous employment	27 days/year or 216 hours/year
17th year of continuous employment	28 days/year or 224 hours/year
18th year of continuous employment	29 days/year or 232 hours/year
19th year of continuous employment	30 days/year or 240 hours/year
and thereafter	30 days/year or 240 hours/year
Maximum Accumulation	180 days or 1,440 hours

b) Reasons to Use Sick Leave. Sick leave is available when an employee is ill or injured to the extent of being unable to work. Sick leave may be taken for absences made necessary for medical appointments or by reason of illness, injury, or disability, including temporary illnesses caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, by exposure to contagious disease which may endanger the employee or public health, or by illness in the immediate family making it necessary that the employee be absent from his or her duties.



The term "immediate family" as used in this section will be defined to include the spouse, parents, grandparents, children, stepchildren, grandchildren, legal wards, brothers, and sisters, or persons bearing the same relationship to the employee's spouse.

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

- c) Employees Returning Within One Year. An employee who separates (other than for disciplinary reasons) from employment and returns to employment within one (1) year from the date of termination shall have his or her service for sick leave computed by combining prior continuous service with current continuous service disregarding such period of absence and shall have reinstated to his or her sick leave account all earned sick leave not used at the time of departure.
- d) Employees Returning After One Year. An employee who returns to employment after one (1) year or longer or who retired or voluntarily separated in lieu of retirement shall be considered a new employee (i.e., a new hire) for the purpose of sick leave entitlement.
- e) No Compensation for Unused Sick Leave, Except for Retirement or Death. All sick leaves will expire on the date of separation from employment and no employee will be reimbursed for sick leave outstanding at the time of termination, except in the case of retirement or death.
- f) Compensation at time of Retirement or Death. Employees who are eligible for retirement in the State College System will, upon termination of employment by reason of retirement, be entitled to a one-time payment of one-fourth (1/4) of their accumulated unused sick leave, with the rate of payment based upon their regular pay at the time of retirement.

Upon the death of an employee, his or her beneficiary will be paid one-fourth (1/4) of his or her accumulated unused sick leave, with the rate of payment based upon the employee's regular pay at the date of death.

- (g) Transfer Employees. An employee who is transferred within the State College System shall have his or her accrued sick leave transferred to the receiving College. Employees transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the receiving College at the discretion of receiving College. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the new employer at the discretion of the new employer.
- (h) Advancing Sick Leave. The President may advance sick leave in an amount not to exceed a total of forty (40) hours. Sick leave earned thereafter will be applied toward the negative sick leave account balance until the amount advanced is fully reimbursed. Upon separation from employment, employees



## 2013-2015 NAPE Agreement

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who have been advanced sick leave shall reimburse the Employer for all advanced and unreimbursed sick leave. The Employer is authorized to deduct such amount from the employee's final pay.

- i) Medical Documentation. Medical documentation to substantiate the legitimate use of sick leave may be required by supervisors.
- j) Requesting Leave. When possible, sick leave shall be requested before the employee's shift begins with as much advanced notice as possible.

### **Section 19.1** Vacation Leave

- a) Accrual Rates.

Employees Hired After 7-1-93. Full time employees hired after July 1, 1993 shall, during the first and second year of employment, accrue paid vacation leave at the rate of eight (8) hours for each calendar month of service completed. Applicable accrual rates for paid vacation leave after the first two (2) years of employment, up to a maximum accumulation of two hundred eighty (280) hours, are as follows:

1 and 2 years of continuous employment	12 days
3rd year of continuous employment	13 days
4th year of continuous employment	14 days
5th year of continuous employment	15 days
6th year of continuous employment	16 days
7th year of continuous employment	17 days
8th year of continuous employment	18 days
9th year of continuous employment	19 days
10th year of continuous employment	20 days
and thereafter	20 days
Maximum Accumulation	35 days or 280 hours

At no point in time will an employee be allowed to accrue vacation leave hours in excess of the two hundred eighty (280) hours [or thirty five (35) days] accumulation limit.

Employees Hired Prior to 7-1-93. Employees hired prior to July 1, 1993 shall accrue paid vacation leave at the rate of eight (8) hours for each calendar month of service completed during the first five (5) years of service. Applicable accrual rates for paid vacation leave after the first five (5) years of employment, up to a maximum accumulation of two hundred (280) hours, are as follows:

1-5 years of continuous employment	12 days/year or 96 hours/year
6th year of continuous employment	15 days/year or 120 hours/year
7th year of continuous employment	16 days/year or 128 hours/year
8th year of continuous employment	17 days/year or 136 hours/year
9th year of continuous employment	18 days/year or 144 hours/year
10th year of continuous employment	19 days/year or 152 hours/year

11th year of continuous employment	20 days/year or 160 hours/year
12th year of continuous employment	21 days/year or 168 hours/year
13th year of continuous employment	22 days/year or 176 hours/year
14th year of continuous employment	23 days/year or 184 hours/year
15th year of continuous employment	24 days/year or 192 hours/year
16th year of continuous employment	25 days/year or 200 hours/year
and thereafter	25 days/year or 200 hours/year
Maximum Accumulation	35 days/year or 280 hours/year

At no point in time will an employee be allowed to accrue vacation leave hours in excess of the two hundred eighty (280) hours [or thirty five (35) days] accumulation limit.

- b) Reasons to Use Vacation Leave. Employees can request to use vacation leave for whatever purpose they choose.
- c) Employees Returning Within One (1) Year. An employee who has separated from employment for any reason other than disciplinary and who returns to employment within one (1) year from the date of separation will have his or her service for vacation leave accrual computed by combining prior continuous service with current continuous disregarding the period of absence.
- d) Compensation for Unused Vacation Leave. Employees upon retirement or separation from employment, will be paid for unused accumulated vacation leave. Upon the death of an employee, his or her beneficiary will be paid for the unused accumulated vacation leave. Payment rates will be based on the regular rate of pay at the time of retirement, separation or death.
- e) Approval to Use Vacation Leave. Approval of employee requests with reasonable and adequate notice for consecutive days of accumulated vacation leave will be subject to the needs of the Employer but will not be unreasonably denied.
- f) Transfer Employee. An employee who is transferred within the State College System will have his or her accrued vacation leave transferred to the receiving College. Employees transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have vacation hours transferred to the receiving College at the discretion of receiving College. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have vacation hours transferred to the new employer at the discretion of the new employer.
- g) Advancing Vacation Leave. The President may advance vacation leave in an amount not to exceed a total of forty (40) hours. Vacation time earned thereafter will be applied to the negative vacation balance until the advanced amount has been fully reimbursed. Upon separation from employment, employees who have been advanced vacation leave shall reimburse the Employer for all advanced and unreimbursed vacation leave. The Employer is authorized to deduct such amount from the final pay.

**Section 19.2** Family and Medical Leave.

- a) Eligibility. 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 will be entitled to take up to twelve (12) work weeks of unpaid family leave during any twelve (12) month period for reasons related to family and medical needs. Eligible employees, male or female, may use family and medical leave:
- 1) for the birth of a child, or the placement of a child with the employee for adoption or for foster care (leave for birth and care, or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement);
  - 2) to care for a spouse, child, parents, grandparents, or persons bearing the same relationship to the employee's spouse with a serious health condition;
  - 3) for the employee's own serious health condition;
  - 4) for any qualifying exigency arising out of the fact that the spouse, or a son, daughter or parent of the employee is on active duty (or has been notified of any impending call or order to active duty) in the Armed Forces in support of a contingency operation.

**Note:** "Child" shall mean biological, adopted or foster child, a stepchild, a legal ward, or child of a person standing in loco parentis

- b) Serious Health Condition. A serious health condition is defined to include:
- 1) 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 (3) or more consecutive days.
  - 2) Any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., morning sickness).
  - 3) Any period of incapacity because of a chronic serious condition (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., an asthma attack).
  - 4) Any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if unrelated, e.g., cancer (chemotherapy), kidney disease, (dialysis).

- c) Use of Paid Leave. Sick or vacation leave may be used at the election of the employee during family and medical leave. Although employees may retain accrued, unused vacation and sick leave, such leave shall not accrue while on family and medical leave.
- d) Requests. Requests for family and medical leave must be submitted to the Human Resource Director for approval. Appropriate medical certification or documentation may be required.
- e) Notice. To the extent possible, thirty (30) days notice will be given by the employee.
- f) Insurance Contributions. The Employer agrees to continue to pay its portion of insurance premiums during the term of any family and medical leave.
- g) Limitation. In the event two employees are both eligible under this policy, the couple shall be entitled to a combined total of twelve (12) work weeks of leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.
- h) National Defense Authorization Act. An employee who is a spouse, child, parent or next of kin (nearest blood relative) to a member of the Armed Forces who is being treated for, recuperating from or is on the temporary disability retired list due to a serious injury or illness is entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to provide care for the service member as provided by the Family and Medical Leave Act as amended by the National Defense Authorization Act for FY 2008.

**Section 19.3** Bereavement Leave. At the discretion of the immediate supervisor, up to five (5) days of bereavement leave may be granted to employees for death in the immediate family. Immediate family as used in this section shall mean spouse, parent, grandparent, sibling, child, stepchild, legal ward, grandchild, a spouse of any of these, or someone who bears a similar relationship to the spouse of the employee each year. For persons not of the immediate family, up to one (1) day of bereavement leave each year may be granted at the discretion of the immediate supervisor. No employee shall be unreasonably denied the use of vacation leave when such additional time is required to settle personal matters related to a death in the immediate family.

**Section 19.4** Inclement Weather/College Closure Leave. When inclement weather causes College classes to be canceled, all employees, other than those required to report to work to provide emergency or other essential services, will be entitled to take Inclement Weather Leave. Such leave does not require the prior approval of the employee's supervisor. Time spent on Inclement Weather Leave will be charged against the employee's vacation leave balance or time can be made up within thirty (30) working days at the request of the employee, which request shall not unreasonably be denied. When the President declares the College closed, absences will not be charged against employee leave balances. Employees required to report to work to provide emergency or other essential services as determined by the Employer will be allowed comparable time off on an alternate date mutually agreed upon by the supervisor and

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the employee.

**Section 19.5** Injury Leave/Workers' Compensation. Employees who are unable to work as a result of a job-related injury or disease shall be granted injury leave with pay while incapacitated for not more than five (5) of the employees normal working shifts for any particular injury. Certification or documentation of the injury or disease will be required. Such leave is not to be charged against accumulated vacation or sick leave. For details of Workers' Compensation benefits, employees are to inquire at the Human Resource Office.

**Section 19.6** Civil Duty Leave. An absence with pay will be granted an employee for jury service during the actual period of service, and the employee will retain fees paid him or her as a juror; provided that the employee calls his or her supervisor to determine whether he or she should report for work upon being released from jury duty on any day prior to the end of his or her regular shift.

Absence with pay may be granted for an employee who is subpoenaed as a witness during the actual period of such service; provided that the absence is limited to that period the employee is actually compelled to be present at court, having made reasonable efforts to arrange with the subpoenaing party that the attendance would be so limited.

Copies of summons and subpoenas should be provided to the Human Resource Office in advance of the absence.

**Section 19.7** Military Leave. Military leaves of absence will be granted to all employees as may be provided by state and federal law or regulation.

**Section 19.8** Crisis Leave Sharing Program. Employees may contribute accrued vacation leave or compensatory hours to benefit another employee at the same College who is suffering from a catastrophic illness. Vacation leave or compensatory hours may be donated in no less than one (1) day increments. Hours donated but not used will be maintained in a crisis leave sharing pool and distributed on an as needed basis to eligible employees by a Shared Leave Committee designated by the College which shall include at least one (1) support staff bargaining unit employee.

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 (90) days in a twelve (12) month period. To be eligible to receive donated leave, an employee must have been employed for at least twelve (12) consecutive months and 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 this program are available at the Human Resources Office and on the College website. General information will be provided on employee bulletin boards.

**ARTICLE 20.  
USE OF FACILITIES AND SERVICES**

- Section 20.0** Union Notice to Conduct Business at College. Duly authorized representatives of the Union, who are not employees of the College, and who provide at least twenty-four (24) hours prior notice, if possible, to the Human Resources Director, will be permitted to transact Union business on College property at reasonable times, provided that such business will not interfere with or interrupt normal college operations or the responsibilities of any employees.
- Section 20.1** Equipment/Service Access. Union representatives shall have access to use of printing, duplicating, and addressing subject to the then current use and fee requirements as applicable to other non-College related organizations.
- Section 20.2** Bulletin Boards, Email and Mail Distribution. The Union will have access to College bulletin boards and campus email for communicating union information. The Union will be responsible for removal of all such notices from such bulletin boards. General distribution of Union materials at the Colleges will be allowed in nonworking areas during both working and nonworking hours, provided that the same shall not be disruptive.

**ARTICLE 21.  
UNION ACTIVITIES**

- Section 21.0** Notification of Negotiation Team Members. The Union shall provide the Vice Chancellor for Employee Relations with the names of the members of the Union negotiating team prior to the commencement of negotiations. Likewise, the Vice Chancellor for Employee Relations shall provide the Union with the names of the members of the Employer negotiating team prior to the commencement of negotiations.
- Section 21.1** Negotiation Time. Unless otherwise agreed upon by the parties, no more than six (6) employees on the Union negotiation's team will be granted leave without loss of salary to participate in negotiation sessions with the Employer including necessary travel time to and from bargaining sessions, including caucuses, occurring during a normal work shift. Immediate supervisors must be informed of and approve such leaves through the usual leave practices or procedures. Such leaves shall not be unreasonably denied.
- Section 21.2** Notice of Union Stewards and Officers. The Employer recognizes the right of the Union to designate union stewards and officers. The names of employees selected as officers and stewards shall be provided in writing to the Vice Chancellor for Employee Relations. The listing shall include the assigned area of Union responsibility for each steward. The Vice Chancellor shall be made aware of any changes in the names and assignments as they occur.

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- Section 21.3** Steward Authority. The authority of stewards will be limited to, and will not exceed, the investigation, preparation, and presentation of grievances in accordance with this Agreement and the transmission of messages and information on behalf of the Union to and from the Employer and to and from employees. Stewards and officers may, during nonwork hours, post union notices on designated bulletin boards per Section 20.2.
- Section 21.4** Employee Meetings with Stewards. Employees may discuss concerns with stewards for reasonable amounts of time during their regular work shift without loss of pay, providing that the supervisor has authorized the absence. The employee shall notify that supervisor upon return to work. Approval may not be unreasonably denied.
- Section 21.5** Meetings During Nonwork Hours. The Union may hold meetings whether for the purposes of organization, solicitation of membership, or otherwise, in College facilities during nonworking hours provided that such meetings will be held in such a manner, and at such times as not to interfere with the regularly scheduled working hours or classroom schedule of the College or its employees. For the purpose of this meetings rule only, nonworking hours will ordinarily mean the normal lunch period and those hours between 5:00 p.m. in the afternoon and 8:00 a.m. in the morning during weekdays, and the hours from 8:00 a.m. Saturday to 8:00 a.m. on the following Monday for weekends. If the published hours of operation for any College differs from the prior noted schedule, the published schedule for working hours will control.
- Section 21.6** Board Agenda and Materials. The System Office will notify the Union and each Union Campus Chapter President via email when the agenda and Board materials are available at the Board's website at [www.nscs.edu](http://www.nscs.edu).
- Section 21.7** Union Requests for Information. Upon written request by the Union, the Employer will provide the following bargaining unit information: employee names, addresses, class titles, class codes, College, pay grades, annualized wage rates, and hiring date.
- Section 21.8** New Employee Orientation. An opportunity will be provided for new employees to meet with a union representative for twenty (20) minutes of work time, sometime during the employee's first week of employment in a quiet location, away from the employee's job site. The meeting may be arranged between the employee and the union representative.

## ARTICLE 22. PAYROLL DEDUCTIONS

- Section 22.0** Dues Authorization Form. Upon receipt of a voluntary written individual authorization order form from any employee, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union. Forms shall be provided by the Union.
- Section 22.1** Deductions. Deductions will be made only when the employee has sufficient earnings to cover deductions for social security, federal taxes, state taxes, retirement, health, dental and vision insurance, life insurance, flex 125 plans, and long-term disability insurance. Deductions will be in such amounts as will be certified to the Employer in

writing by the authorized representative of the Union and will be deducted from the next paycheck if submitted to the College payroll office by the tenth (10<sup>th</sup>) of the month or from the next month's paycheck if submitted after the tenth (10<sup>th</sup>) of the month.

**Section 22.2** Discontinuing Deductions. Upon receipt of a list of employees for whom dues deductions are to stop from the Union, the Employer will discontinue the automatic payroll dues deductions from such employees.

**Section 22.3** Exclusivity. No other employee labor organization will be granted or allowed to maintain payroll deductions for employees.

**Section 22.4** Union Responsibility. The Employer may request confirmation from the Union regarding names on the dues deduction list to ensure accuracy as needed. If dues are deducted and remitted in accordance with the procedure specified in Sections 22.0 through 22.3 above, the Union will be solely responsible in the event of any claims that the deductions and/or remissions were improper. The Union will indemnify and hold the Employer harmless from any claims arising out of a deduction made in accordance with provisions of this Article.

## ARTICLE 23. EMPLOYEE DRUG AND ALCOHOL TESTING

**Section 23.0** Purpose. In the interest of maintaining a safe, healthy, and efficient workplace for all employees, and to protect the College's property, information, equipment, and reputation, the parties agree that a program to test for drug and alcohol use shall be continued. The purpose of the program is to help in the treatment and elimination of drug and alcohol use and abuse in the workplace. Testing will be required when reasonable cause exists in the workplace to conduct such a test. The Employer shall be responsible to pay for the costs of any such tests. Employees who may be required under federal law or regulations to submit to random drug and alcohol testing will be notified of the general testing requirements in writing in advance.

**Section 23.1** State Law. The parties also agree that the testing program shall be conducted in accordance with the provisions outlined in Sections 48-1901 through 48-1910 of the Nebraska Revised Statutes relating to drug and alcohol testing of employees. If applicable state laws change, the Employer and the Union shall meet and negotiate any related impact to the provisions in this Article.

The provisions outlined in the Nebraska Drug Testing Act relating to the methods employed to test, and the use, requirements, release, and disclosure of test results, specimen preservation, and chain of custody, will control the manner in which the testing program is conducted. Except for a confirmatory breath test as provided in Section 48-1903, all confirmatory tests shall be performed by a clinic, hospital, or laboratory which is certified pursuant to the federal Clinical Laboratories Improvement Act of 1967, 42 U.S.C. 263a.



## 2013-2015 NAPE Agreement

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**Section 23.2** Work Hours. For purposes of the testing program, the employee shall be considered to be on work time during the administration of drug and alcohol testing. All time used under this testing process shall be considered time worked for purposes of wages and overtime.

**Section 23.3** Treatment. Employees may be granted leave time for drug or alcohol treatment. Employees may request to use available vacation, sick, holiday, or compensatory time. Nothing herein shall be construed to diminish any rights which may apply under the ADA, FMLA, or other relevant laws or the employer's right to take appropriate disciplinary action.

**Section 23.4** Test Results. The testing vendor will send results to ~~contact the Employer to discuss the results.~~ A copy of the test results shall be provided ~~forwarded~~ to the employee by the Employer.

**Section 23.5** Discussions Concerning Alcohol or Drug Use. Discussions by supervisors or the Human Resource Director with an employee concerning alcohol or drug use can be witnessed by a Union representative if the employee requests. This shall not diminish the rights of the employee provided under this Agreement.

**Section 23.6** Supervisor Training. The Employer shall provide certified professional training to supervisors and to employees for understanding their roles for a drug-free workplace.

## ARTICLE 24. SAFETY

**Section 24.0** Safety Committee. A Safety Committee shall be established and maintained at each College. ~~The Each Union Campus Chapter President~~ shall be allowed to appoint two (2) employees to the College Safety Committee. The parties to this Agreement will comply with all applicable state and federal laws relating to workplace safety and safe working conditions. Whenever an employee becomes aware of a condition which the employee feels is a violation of an institutional safety or health rule or regulation, the employee will report such conditions to their immediate supervisor who will promptly investigate such condition. If concerns are not adequately addressed at the immediate supervisor level, written concerns may be forwarded to the College Safety Committee.

**Section 24.1** Protective Devices and Safety Equipment. Protective devices and safety equipment shall be provided to employees who work in a hazardous environment. The employee will be responsible for the proper use of such devices and equipment. Training sessions for the proper use of such devices and safety equipment will be provided in accordance with the provisions outlined in Section 6.4 of this Agreement.

**Academic & Personnel Committee**

*Gary Bieganski, Chair*  
*Roger Breed*

January 15, 2013

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**ACTION:      Approve the 2013-2015 Agreement Between the Board of Trustees of the  
Nebraska State Colleges and The Nebraska State College System  
Professional Association (NSCPA) Bargaining Unit**

Priority: Educational Excellence Throughout the System

Goal:    3.    Recruit, retain and invest in excellent faculty and staff

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The System Office recommends approval of the 2013-2015 Agreement between the Board of Trustees of the Nebraska State Colleges and NSCPA. Attached is a copy of the Agreement in legislative format showing all additions and deletions.

**NSCS-NSCPA BARGAINING AGREEMENT**

**July 1, 20143 - June 30, 20135**

This Agreement between the Board of Trustees of the Nebraska State Colleges acting on its own behalf and through its agents (hereinafter referred to as the Employer) and the Nebraska State College Professional Association (hereinafter referred to as NSCPA) 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 at each of the three state colleges regarding the employees included in this bargaining unit (hereinafter referred to as unit members).

**ARTICLE 1.  
RECOGNITION**

**Section 1.1 Unit Membership**

The Employer recognizes the NSCPA as the exclusive bargaining agent for all full-time (at least 0.75 FY FTE) librarians and non-supervisory, professional staff employees who are employed on a nine (9) to twelve (12) month basis by the Employer at Chadron, Peru and Wayne, Nebraska for the purpose of negotiating with respect to hours of work, rates of pay and working conditions; provided, however, that this bargaining unit shall not include supervisors, part-time, interim or temporary employees, employees specifically listed below, and any other employees in a support or faculty position.

The Employer and NSCPA agree that professional staff employees will be considered to have supervisory responsibilities, and therefore be excluded from the bargaining unit and not covered by this Agreement, when assigned to supervise at least one (1) full-time equivalent (FTE) professional staff employee or two (2) FTE support staff employees.

The Employer and NSCPA further agree that the only full-time employees other than supervisory employees to be excluded from the bargaining unit are those employees who occupy the following positions:

- a) Temporary or interim positions for less than one (1) year;
- b) Head coaching positions in all sports;
- c) Institutional Research Officer positions;
- d) College Foundation positions;
- e) One Assistant to the President position per College;
- f) One Assistant to the Vice President for Academic Affairs position per College;
- g) One Assistant to the Vice President for Administration and Finance position per College;
- h) Human Resource Directors and Coordinators; and,
- i) System Office positions.

The Employer and NSCPA also agree that the creation of any new bargaining unit position or any change in job title of any existing unit position will require the Vice Chancellor for Employee Relations to give email notice of such change to the NSCPA Chief Negotiator or designee before posting of such position and that any issue arising that relates to unit status

## **2013-2015 NSCPA Agreement**

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for new positions, will be addressed and decided by the Vice Chancellor and the NSCPA UniServ Director.

### **Section 1.2 Exclusivity**

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

### **Section 1.3 Notice of Personnel Actions**

Personnel actions affecting unit members such as appointment, reclassification, salary adjustments and termination are reported as information to the Board of Trustees at scheduled meetings of the Board. The System Office will provide email notice to the Chief Negotiator when Board meeting agendas, materials and minutes are posted on the website at [www.nscs.edu](http://www.nscs.edu).

### **Section 1.4 Non-Unit Classification Questions and Review**

Should NSCPA have questions regarding the classification of a position as a NSCPA unit member or non-unit member, such questions will be directed to the Vice Chancellor for Employee Relations for review. The review will occur within four (4) weeks of the inquiry and resolution will be based upon the unit determination directive issued by the Commission of Industrial Relations.

### **Section 1.5 Terms and Conditions of New Appointments**

All new unit member appointments shall be consistent with the express terms and conditions of this Agreement.

## **ARTICLE 2. NONDISCRIMINATION/RECRUITMENT FOR EMPLOYMENT**

### **Section 2.1 Nondiscrimination**

The Employer and NSCPA agree that no preference or discrimination shall be shown by either the Employer or NSCPA for or against any unit member in regard to race, color, national origin, age, sex, disability, religion, or affiliation or non-affiliation with NSCPA all as provided by law. The parties further agree that no employment action shall be discriminatory on the basis of individual characteristics other than qualifications for employment, quality of performance of duties, and conduct in regard to employment.

The Nebraska State Colleges are equal opportunity institutions and do not discriminate against any student, employee or applicant on the basis of race, color, national origin, sex, disability, religion, or age in employment and education opportunities, including but not limited to admission decisions. Each College has designated an individual to coordinate the College's nondiscrimination efforts to comply with regulations implementing Title VI, VII, IX,

## **2013-2015 NSCPA Agreement**

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and Section 504. Inquiries regarding non-discrimination policies and practices may be directed to one of the following Compliance Coordinators:

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

### **Section 2.2 Posting and Notice of Position Openings**

When vacancies occur in bargaining unit positions which the Employer intends to fill or when new positions are established which are part of the unit, a notice of such openings shall be posted a minimum of ten (10) working days from date of publication on designated bulletin boards at the College stating the job title, description, qualifications, date of availability and pay range. No selection or announcement regarding the filling of a vacant position will be made prior to the conclusion of the posting period. Each College shall notify the NSCPA Local Chapter President when a new unit member is hired.

### **Section 2.3 Advertising Position Openings**

Simultaneous to the internal posting of position announcements, the Employer may advertise vacancies externally. When positions are advertised externally, the vacancy notice shall be posted on the NSCS website 'Employment Opportunities', the website of each College, and on a bulletin board at each College.

### **Section 2.4 Unit Member on Search Committee**

At least one (1) unit member will be asked to serve on each search committee, which serves in an advisory capacity, for a vacant unit position. The names of the selected unit member will be provided to the NSCPA Local Chapter President by the HR Director when the committee is formed.

### **Section 2.5 Job Description & Evaluation Procedure for New Hires**

Newly hired unit members will be provided a current job description and a copy of the procedure or forms used in the evaluation of their performance. The College will provide a copy of the job description to the NSCPA Local Chapter President upon receipt of a signed release from the unit member.

### **Section 2.6 Notifications for New Hires**

Newly hired unit members will be advised that their position is covered by the NSCPA Agreement. The Employer agrees to inform new unit members where a copy of this Agreement and College handbook may be accessed online ([www.nscs.edu](http://www.nscs.edu)). A written copy of this Agreement and/or the College handbook shall be provided to the unit member by the Human Resource Director upon request.

### **Section 2.7 New Hire Qualifications**

Completion of a master's degree or equivalent shall be required for new unit members who occupy the positions listed below:

- a) Director of Nebraska Business Development Center
- b) Licensed Student Counselor
- c) Learning Skills Specialist
- d) All Librarians
- e) Assistant Dean
- f) Manager, Records and Registration
- g) Assistant Coaches with teaching assignments

### **Section 2.8 Background Checks**

Offers of employment are contingent on the applicant successfully passing a background check.

## **ARTICLE 3. APPOINTMENTS/NOTICE REQUIREMENTS**

### **Section 3.1 Professional Staff Contracts**

Unit members shall be issued employment contracts specifying salary, type of employment appointment, classification title, employment period and other terms of employment. The employment contract shall contain a statement that the rights and responsibilities specified in applicable Board policies are a part of the contract.

### **Section 3.2 Specific Term Appointments**

A "Specific Term Appointment" is an appointment for a term of one (1) year. A Specific Term Appointment shall carry no presumption of renewal, and will terminate at the end of the stated term, if written notice of non-reappointment is given to the appointee in accordance with notice requirements listed in Section 3.3.

### **Section 3.3 Notice Requirements for Non-Renewal of Specific Term Appointments**

Except for instances involving dismissal for cause, unit members shall be given written notice by the Employer of intent not to renew their appointment/employment contract in accordance with the following notice requirements:

- a) At least thirty (30) calendar days prior to expiration during the first (1<sup>st</sup>) year of employment as a unit member;
- b) One hundred twenty (120) calendar days prior to expiration during the second (2<sup>nd</sup>) year of employment as a unit member; or,

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- c) One hundred eighty (180) calendar days prior to expiration during the third (3<sup>rd</sup>) and subsequent years of employment as a unit member.
- d) After the third (3<sup>rd</sup>) year, dismissal requires adequate cause pursuant to the procedures identified in Sections 16.4 through 16.14.
- e) Assistant coaches and Football Offensive or Defensive Coordinators may be dismissed without cause upon at least ninety (90) calendar days written notice.
- f) Notice shall be deemed to have been properly given if hand delivered, or mailed to the unit member's home address, as reflected by the records of the Employer, by certified mail, with sufficient postage attached. It shall be the responsibility of the unit member to maintain a current address in the Human Resource Office.
- g) If written notice is not given in the manner herein provided within the time specified, failure to provide the required notice period shall not result in automatic reappointment or create any right to reappointment for an additional term. The Employer shall have the option of providing employment or severance pay in lieu of any portion or all of the notice to which the unit member is entitled, so long as the extension of employment or severance pay is commensurate with the notice to which the unit member is otherwise entitled.

### Section 3.4 Calculating Years of Employment for Notice Requirements

For purposes of calculating years of employment under the notice requirements cited in Section 3.3, unit members hired between July 1 and November 30 of any calendar year will be considered to have completed their first year of employment on July 1 of the next fiscal year. Unit members hired between December 1 and June 30 of any calendar year will be considered to have completed their first year of employment not on July 1 of the next fiscal year, but on July 1 the year thereafter e.g., a new hire on ~~October~~ December 1, 2005<sup>13</sup> would be credited with the first year of employment on July 1, 2007<sup>15</sup>.

### Section 3.5 Dismissal or Layoff of Appointment Prior to Expiration

A unit member may be dismissed prior to expiration of the stated employment period only for adequate cause, or layoff. Before any dismissal for cause may occur, a hearing must be offered in accordance with provisions in Article 16.

### Section 3.6 Adjunct Teaching Appointments

Unit members may accept a separate employment appointment for teaching duties performed outside their regularly assigned work schedule with the approval of the immediate supervisor and the Academic Vice President. Such appointments shall be limited to one (1) or more courses totaling no more than three (3) credit hours per semester in each of the fall and spring semesters, and one summer term. It is understood that the terms and conditions of such appointment are not covered by or subject to this Agreement.

### **Section 3.7 Summer Camp Coaching Assignments**

Unit members may accept a separate appointment for summer camp coaching duties performed outside their regularly assigned work schedule with the approval of the immediate supervisor and the appropriate Vice President. It is understood that the terms and conditions of such employment are not covered by or subject to this Agreement.

## **ARTICLE 4. CHANGE IN POSITION**

### **Section 4.1 Transfer**

Unit members who transfer to another bargaining unit position having increased job responsibilities, shall be paid the minimum salary as posted for the new position or a five percent (5.0%) increase of the current salary, whichever is higher. Any increase over and above these minimums herein established shall be at the discretion of the Employer. ~~The Vice Chancellor of Employee Relations will notify the Chief Negotiator of any increase of more than five percent (5.0%).~~

Unit members who transfer to another bargaining unit position having decreased job responsibilities, shall be paid no less than the minimum salary as posted for the new position.

### **Section 4.2 Additional Compensation for Significantly Increased Job Responsibilities**

Unit members who are assigned significant increased job responsibilities, as an addition to existing responsibilities, will receive additional compensation.

If a unit member believes that additionally assigned duties/responsibilities have significantly changed his or her job duties within their classification, the unit member can request a meeting with his or her supervisor and the Human Resource Director to discuss a review of existing duties. The Human Resource Director will respond in writing within thirty (30) days of the meeting. Any change in position classification or salary is at the sole discretion of the Employer. In the event approval for a classification change is not obtained, there are two (2) options. The additional duties and responsibilities in question shall be removed; or, the job shall be restructured to add or delete duties as necessary to conform to the classification description.

Reclassification of an existing position will not require the unit member currently performing the duties of the position to reapply for the position. The unit member retains years of service.

Salary changes resulting from reclassification or from significantly increased job responsibilities will be made in accordance with the provisions outlined in this Article.



### **Section 4.3 Transfer to Temporary Position**

Unit members assigned to any temporary position shall not change the unit member's service date in relation to benefits and contract renewal status.

### **Section 4.4 Non-unit Member Transfer to a Unit Position**

Non-unit members who transfer into professional staff unit positions will maintain their service date in relation to any leave and vacation benefits in this Agreement. Transferred non-unit members will be treated as new unit members in relationship to notice requirements regarding renewal or non-renewal of appointment.

### **Section 4.5 Unit Member Transfer to Another Unit Position**

Unit members transferring to another unit position within the State College System will maintain their service date in relation to any leave/vacation benefits. Transferring unit members will be treated as new unit members in relationship to notice requirements regarding renewal or non-renewal of appointment, unless credit for prior service to the College is granted or otherwise agreed upon in writing by both parties at the time of transfer.

## **ARTICLE 5. WORKING SCHEDULES**

### **Section 5.1 Work Schedules; Job Responsibilities**

The Employer shall provide a job description for each unit member and inform each unit member of his or her work schedule and job responsibilities, and may require unit members to work evenings, weekends, and/or holidays. If the unit member is required to work or attend job-related functions on an unscheduled work day or a scheduled College holiday, such unit member shall be allowed an equal number of hours off on an alternate date. If significant or ongoing new responsibilities are added to the unit member's job duties, the unit member shall be so advised with as much advance notice as is practical and will meet to discuss any realignment or adjustment of existing priorities. The assignment of work schedules and job responsibilities are non-grievable matters.

### **Section 5.2 Exempt Employees**

Unit members exempted from the Wage and Hour Law of the Federal Fair Labor Standards Act who work more than forty (40) hours a week in fulfilling their job responsibilities will not be compensated for the overtime hours. Work schedules may be set outside the typical 8:00 a.m. to 5:00 p.m. office hours. Upon the unit member's request and at the discretion of the supervisor, the unit member's work schedule may be adjusted when the unit member's job responsibilities do not conform to the regular workweek and/or regular work schedule. The supervisor shall not unreasonably deny consideration of such flexible work schedule requests. Directors of resident halls, because of the unique nature of their jobs, shall be eligible for deviations only on a limited basis.

### **Section 5.3 Non-Exempt Employees**

If any unit member is determined to be eligible for payment of overtime wages under the federal Fair Labor Standards Act in the future, the Vice Chancellor for Employee Relations will notify the Chief Negotiator. Payment of overtime wages shall be compensated according to federal law and regulations.

### **Section 5.4 Graduation Ceremonies**

Participation in graduation ceremonies is voluntary unless required by the unit member's job duties.

### **Section 5.5 Unit Member Committee Assignment**

A unit member will not be required to serve on more than two committees at any one time unless the committee assignment is directly related to the unit member's position. The unit member may voluntarily serve on more than two committees with approval of his or her supervisor.

## **ARTICLE 6. HOLIDAYS**

### **Section 6.1 Holiday Schedule**

The following holidays (eight (8) hours each) are compensated holidays:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following
Christmas Day	December 25

### **Section 6.2 Additional Holidays**

In addition to the holiday schedule noted above, the Employer shall schedule five (5) more compensable holidays during the calendar year. Each holiday is calculated on an eight (8) hour basis. The Employer may also schedule additional holidays to match state and federal holiday observances. Holiday schedules will be announced by September 1 of each academic year.

## **ARTICLE 7. PERSONNEL FILES**

### **Section 7.1 Unit Member File**

The unit member may keep his or her own file which may include any materials the unit member deems appropriate to his or her job qualifications and performance.

### **Section 7.2 Official Personnel File**

An official personnel file for each unit member shall be maintained at the College.

### **Section 7.3 File Contents**

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

- a) General personnel information and employment contracts;
- b) Academic records;
- c) Personnel actions generated by the Employer; and,
- d) Performance evaluations and memoranda of discussions with the unit member relating to evaluations of the unit member's performance.

### **Section 7.4 File Inspection**

A unit member or an NSCPA representative, whom the unit member has so designated in writing, has the right to inspect the contents of his or her individual personnel file.

Files must be reviewed in the presence of an appropriate administrative officer and may not be removed from the office in which they are located.

### **Section 7.5 Informed Inclusion**

The unit member will be given a copy when material relating to performance and/or conduct is placed in the personnel file within ten (10) work days.

## **ARTICLE 8. PROFESSIONAL CONDUCT**

The Employer and the NSCPA agree to the following standards of Professional Conduct. Unit members shall conduct business in a manner that is consistent with:

- a) The NSCPA-NSCS negotiated Agreement;
- b) College Employee Handbook;

- c) NSCS Board Policies; and,
- d) State and Federal Laws.

## **ARTICLE 9. PERFORMANCE EVALUATION**

### **Section 9.1 Purpose**

The purpose of the performance evaluation shall be to promote high levels of achievement and morale through a system which encourages management and employees to work together to improve individual performance and to facilitate communication concerning employee progress toward the attainment of college objectives. Evaluation forms will include three rating categories for performance. The categories shall be as follows: Exceeds Expectations, Satisfactory, and Unsatisfactory.

### **Section 9.2 Procedure**

Every unit member shall receive a written performance evaluation report for the academic/fiscal year based on job assignments which reflects the current job description. The supervisor will schedule a meeting with the unit member prior to May 1 of each year to discuss the evaluation report in relation to the job assignment and priorities and to set goals and specific objectives for the following year. If a performance evaluation report was not completed during the previous academic/fiscal year, the unit member's performance shall be considered as satisfactory.

Supervisors will provide each unit member a copy of strengths identified or improvements required in the unit member's performance with recommendations to assist improvement and specific outcomes that are expected. In case of identified areas of concern, a plan for implementation of recommendations with specific outcomes will be created by the supervisor in consultation with the unit member. Such a plan will be signed and attached to the original evaluation with a copy placed along with the evaluation in the unit member's official personnel file.

Subsequent to the annual evaluation, if an area of concern arises the supervisor will notify the unit member of the concern and will provide guidance in an effort to improve performance to a satisfactory level.

### **Section 9.3 Review & Acknowledgment of Evaluation**

Performance evaluation forms must be reviewed and acknowledged by the unit member. Acknowledgment signifies only that the unit member has reviewed and discussed the performance evaluation. Each unit member shall receive a complete copy of his or her performance evaluation report with all signatures within ten (10) working days of its completion and have an opportunity to comment or rebut any performance assessment within ten (10) days of receipt. A copy of each performance evaluation report and any rebuttal or comment submitted shall be included in the unit member's official personnel file, and given to the next higher supervisor.

#### **Section 9.4 Evaluation Criteria Notification**

Unit members will be provided advanced notice of any changes in the criteria used for evaluation of their performance.

#### **Section 9.5 Grant Programs**

Supervisors shall solicit input from external grant representatives when conducting unit member evaluations.

### **ARTICLE 10. PROFESSIONAL DEVELOPMENT**

#### **Section 10.1 Development Opportunities**

The Employer agrees to maintain its continuing effort to provide unit members with training and the opportunity to attend professional meetings necessary for the accomplishment of assigned duties. Priority shall be given to immediate work requirements when assigning training or professional meeting activities.

#### **Section 10.2 Cost & Work Time**

The cost of required training shall be paid for by the Employer. A unit member participating in required training or course work shall be considered to be on work time.

#### **Section 10.3 Completion of Advanced Academic Degree**

In recognition of the unit member's increased value to the system, the Employer shall provide a salary base increase upon the completion of each advanced academic degree earned after the commencement of employment, and after the effective date of this Agreement. ~~A salary base increase will only be awarded when such degree is part of a degree plan agreed upon in writing by the unit member, supervisor, and appropriate Vice President. Official transcripts or other appropriate documentation from the awarding institution must be provided to the Human Resources Office prior to July 1<sup>st</sup> in order to receive the salary increase. Salary increases will be based on the following schedule. The base salary increases will be awarded only on July 1<sup>st</sup> following completion of the degree and will be based on the following schedule:~~

Bachelors Degree	\$ 750
Masters Degree	\$ 1,000
Doctoral or appropriate terminal Degree	\$ 2,500

## **ARTICLE 11. GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 11.1 Limitations**

The grievance and arbitration procedure 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. Unit members who have been recommended for dismissal for cause from employment under the provisions of Article 16, may not file grievances while the dismissal process is pending.

### **Section 11.2 Representation**

A unit member shall have the right to have a NSCPA representative participate in any step of the grievance and arbitration procedure.

### **Section 11.3 Definition of a Grievance**

A grievance is hereby jointly defined to be a dispute filed by a unit member or NSCPA concerning the interpretation or application of this Agreement filed in accordance with the terms of this Article.

The parties jointly agree that the procedure for grieving a dismissal decision for cause is outlined in Article 16 and is the exclusive method for resolving such grievances.

### **Section 11.4 Preliminary Grievance Requirement**

Prior to filing a formal grievance, a unit member shall discuss his or her dispute with the immediate supervisor or the administrator who made the decision at issue in an attempt to resolve the dispute. An NSCPA representative may present and discuss the dispute on behalf of any unit member or group of unit members with the supervisor or administrator who made the decision at issue. Any disposition satisfactory to the unit member at this stage shall be reduced to writing, signed by the parties, and shall be binding on the parties as to the facts and circumstances giving rise to the dispute and the matters therein resolved. However, the same shall not constitute a binding precedent in the disposition of other similar disputes that may subsequently arise.

### **Section 11.5 Formal Grievance Contents**

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 alleged to have been violated; and,

- f) the remedy that is sought.

### **Section 11.6 Steps of Grievance Process**

A formal grievance initiated by a unit member shall be processed in the following manner:

- a) **Step 1.** A formal grievance shall be filed in writing with the Human Resource Director 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 Human Resource Director and appropriate Vice President have ten (10) working days after receipt of the grievance, or any extension provided for herein, to review the matter. The Vice President shall issue a determination in writing to the unit member and the Chief Negotiator within the ten (10) working day period. Any disposition satisfactory to the unit member at this step 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 unit member and/or the Chief Negotiator shall have five (5) working days from receipt of the Vice President's decision to appeal that decision to the President. The President shall submit the grievance to an advisory committee consisting of two (2) unit members chosen by the local chapter of the NSCPA, none of whom is a member of the unit member's department, and two (2) employees chosen by the President, neither of whom has line authority over the grievant. 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 unit 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 unit member shall also have the right to assistance by NSCPA or an attorney at the unit member's own expense. The committee following its own procedures and in accordance with this Agreement shall submit a video recording of the hearing, copies of all exhibits, and the committee's written findings and recommendations to the President, ~~Chief Negotiator,~~ and the unit member within ten (10) working days following the hearing. The President shall issue a written decision to the unit member ~~and NSCPA~~ within five (5) working days following receipt of the recommendation of the committee. If NSCPA is involved, a copy of all findings, recommendations and decisions shall be provided to the NSCPA representative.
- c) **Step 3.** The unit member ~~and/or NSCPA~~ 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, review and notify the unit member of his or her decision. If the Chancellor's decision,

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under this Step, fails to satisfy the unit member, the unit member may seek relief under applicable State or Federal laws, or by agreement of the Chancellor, NSCPA and the unit member through binding arbitration.

Should the parties both 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 accordance with its voluntary rules of labor arbitration. The cost of arbitration shall be shared equally by the Chancellor and NSCPA and/or the unit member. Such cost shall be limited to the arbitrator's fees and expenses and applicable charges of the American Arbitration Association.

### Section 11.7 Reprisals

There shall be no reprisals taken against a unit member for filing, or participating as a witness in a grievance.

### Section 11.8 Time Limits

Failure of the Employer in any step to render a decision to the unit member within the maximum time limits shall automatically allow the unit member to proceed to the next step. Failure of the unit member to proceed to the next step within the maximum time limit shall be considered as termination of the grievance.

## ARTICLE 12.

### WAGES-SALARY

#### Section 12.1 20143-20124 Base Salary Increase

For the 20143-124 fiscal year, the amount of the annual base salary increase for each 1.0 FTE unit member shall be a one percent (1%) eight hundred thirty-five dollars (\$835.00) increase above each unit members prior year annual base salary. The increase shall be prorated for less than 1.0 FTE unit members.

#### Section 12.2 20124-20135Base Salary Increase

For the 20124-135 fiscal year, the amount of the annual base salary increase for each unit member shall be a one two percent (4 2%) increase above each unit members prior year annual base salary.

#### Section 12.3 New Hire Salaries

New hire salaries will not exceed the mid-point of the salary range for each classification in the bargaining unit. No later than July 1, 2011 the Employer will provide the NSCPA President a list of all NSCPA classification titles with the corresponding salary range for each title. The Employer will provide the NSCPA President and the Chief Negotiator with the list of all NSCPA classification titles with corresponding salary ranges any time the list is updated.



**ARTICLE 13.**  
**INSURANCE, BENEFITS, AND RETIREMENT PROGRAMS**

**Section 13.1 Insurance Coverage & Carriers**

The Employer agrees to make available to all unit members the same level of group medical, dental, vision, life and disability insurance coverage currently being provided. If costs of coverage should increase during the second year of this Agreement, the Employer and NSCPA agree to continue the same arrangement for sharing costs. Nothing within this Agreement, however, shall prohibit the Employer from considering other insurance carriers. Prior to changing insurance carriers, the Employer shall meet and confer with NSCPA in regard to specifications of such contracts.

**Section 13.2 Medical Insurance**

A deductible medical plan offered by the current insurance carrier will be offered which requires the unit member to satisfy the lowest calendar year deductible amount offered by the insurer, a coinsurance amount, and an out-of-pocket stop loss limit amount, after which all other eligible medical claims will be covered for the remainder of the calendar year up to a lifetime maximum of five million (\$5 million) dollars for each covered person (if allowed under Federal Law). The Employer will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the single medical plan for the term of this Agreement, with the unit member responsible for the remaining amount of the cost of coverage. For unit members who opt for coverage under a family, employee/children or employee/spouse plan, the Employer will contribute a fixed dollar amount equivalent to seventy-five percent (75%) of the aggregate costs of the plan for the term of this Agreement, with the unit member responsible for the remaining amount of the cost of coverage. When both members of a married couple are employed and request family coverage, each individual will be required to contribute an amount equal to the contribution a unit member makes toward single coverage.

**Section 13.3 Section 125 Plan**

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

**Section 13.4 Dental Insurance**

A 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. 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 Employer will contribute eighty-five percent (85%) toward the cost of single dental coverage. For unit members opting for family, employee/children or

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employee/spouse dental coverage, the Employer will contribute seventy-five percent (75%) toward the cost of the coverage. A unit member must be enrolled in the group medical plan to be eligible for dental plan coverage. When both members of a married couple are employed and request family coverage, each individual will be required to contribute an amount equal to the contribution a unit member makes toward single coverage. If the current plan covering one hundred percent (100%) of the aggregate costs is discontinued, the plan option with the highest level of coverage will be offered as an alternative.

### **Section 13.65 Life Insurance**

A life insurance plan offering group term life insurance coverage in the amount of thirty-thousand dollars (\$30,000) will be provided at the Employer's expense with the unit member permitted to supplement the basic coverage with either a ten-thousand dollar (\$10,000), twenty-thousand dollar (\$20,000), fifty-thousand dollar (\$50,000), one-hundred-thousand dollar (\$100,000), or one-hundred eighty-thousand dollar (\$180,000) optional life insurance policy addition at the unit member's expense. The unit member 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 unit member's expense. Eligible coverage for children begins at six (6) months of age.

In accordance with current policy provisions, unit members' life insurance benefits are reduced to 50% at seventy (70) years of age.

### **Section 13.76 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 (90) days of continuous disability as defined by the insurance carrier. The Employer will provide seventy-five percent (75%) of the aggregate costs of this coverage. ~~Within the first year of the contract, the parties agree to meet and discuss alternative options for providing long term disability insurance coverage to unit members.~~

### **Section 13.87 Retirement Contribution**

The retirement plan presently in effect shall be continued and the Employer shall take no action to decrease the benefits under the present retirement plan during the term of this Agreement. During the term of this Agreement, the Employer contribution will be eight percent (8.0%) with all eligible new unit members required to contribute six percent (6.0%) of his or her gross earnings. New unit members are eligible to participate in the retirement plan at age twenty-five (25) with two (2) years of consecutive service. At age thirty (30), participation is mandatory.

### **Section 13.98 Immediate Family Tuition Remission**

A sixty-seven percent (67%) tuition remission shall be available for immediate family (children who are twenty-four (24) years of age or younger at the beginning of the semester or session) and a spouse} of unit members who enroll at a Nebraska State College on a space available basis. The remission does not apply to fees. Although online courses have a single rate, a

portion of the rate consists of fees. The remission provided for online courses will be sixty-seven percent (67%) of the equivalent resident tuition rate for an on-campus course. Remissions are subject to the following condition:

- a) The immediate family member must be admitted as a student of the College and must have met all normal academic requirements for the courses taken.

#### **Section 13.109 Vision Insurance**

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

#### **Section 13.140 Employee Assistance Program**

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

#### **Section 13.121 Employee Tuition Waiver**

Unit members shall be eligible to enroll for credit in courses during non-work hours for one dollar (\$1.00) per course on a space available basis. Enrollment and tuition waiver under this provision will be limited to one (1) course of not more than four (4) hours in each of the Fall and Spring semesters and one Summer term. One dollar (\$1.00) covers the cost of tuition for purposes of this waiver program. Fees connected with course enrollment must be paid by the unit member including the same institutional and class fees paid by all other students. Although online courses have a single rate, a portion of the rate consists of fees. The waiver provided for online courses will be based on the equivalent resident tuition rate for an on-campus course (beyond one dollar (\$1.00)). Waivers are subject to the following conditions:

- a) Unit members must be admitted as students of the College and must have met all normal academic requirements for the courses taken.
- b) A unit member's work schedule may be arranged, with appropriate supervisory approvals, to accommodate enrollment. Such approval shall not be unreasonably denied.

#### **Section 13.132 Tuition Remission and Waiver Limitation**

A unit member may not enroll in courses under Section 13.9 and Section 13.12 simultaneously during the same semester. Only one (1) tuition waiver course may be taken per semester by a unit member. Tuition remissions and tuition waivers will not apply to already discounted tuition rates for dual enrollment courses.

### **Section 13.143 Use of Facilities**

Unit members and their spouses will be allowed to use, free of charge during non-working hours, those facilities belonging to the College that are used to promote wellness. Dependents of employees will be permitted to use these facilities at a reduced rate. Such facilities will be available to unit members, their spouses and dependents during the facilities' normal hours of operation and when not being used for classroom instruction or program activities.

## **ARTICLE 14. PROVISIONS FOR LEAVES**

### **Section 14.1 Vacation Leave**

- a) During the first five (5) years of service unit members working on a twelve (12) month basis shall accrue three (3) weeks of vacation with pay, which consists of fifteen (15) working days. The basis for computation is the accrual of 1.25 vacation days per month of employment. The accrual of vacation leave shall begin the first day of employment. Following the fifth (5th) year of continuous employment, the following accrual schedule shall be followed:

1st year through 5th year	15 days
6th year	16 days
7th year	17 days
8th year	18 days
9th year	19 days
10th year	20 days

After ten (10) years of continuous service, unit members shall accrue one (1) month vacation, which consists of twenty (20) working days each year. The basis for computation of twenty (20) vacation days per calendar year is the accrual of 1.667 vacation days per month of employment.

Unit members with appointments less than twelve (12) months shall accrue vacation leave at a proportional pro-rated amount.

- b) At no time will a unit member be allowed to accrue vacation leave hours in excess of the two hundred eighty (280) hours [or thirty-five (35) days] accumulation limit.
- c) The President may advance vacation leave to a unit member in an amount not to exceed a total of forty (40) hours. Vacation time earned thereafter will be applied to the negative vacation balance until the advanced amount has been fully reimbursed. Upon separation from employment, unit members who have been advanced vacation leave shall reimburse the Employer for all advanced and unreimbursed vacation leave. The Employer is authorized to deduct such amount from the final pay.

- d) Each unit member, upon retirement, dismissal or separation from employment, shall be paid for unused accumulated vacation leave up to the two hundred eighty (280) hour accumulation limit. Upon the death of a unit member, his or her beneficiary shall be paid for his or her unused accumulated vacation leave. A unit member who is transferred within the State College System will have his or her accrued vacation leave transferred to the receiving College. Unit members transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have vacation hours transferred to the receiving College at the discretion of receiving College. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have vacation hours transferred to the new employer at the discretion of the new employer.
- e) Unit member requests for up to ten (10) consecutive days of accumulated vacation leave shall not be unreasonably denied.
- f) Supervisors shall respond to written requests for vacation leave within five (5) working days of the request. Requests for use of accumulated vacation leave shall not be unreasonably denied.

#### Section 14.2 Sick Leave

- a) Unit members shall be allowed sick leave with pay. Medical documentation to substantiate the use of sick leave may be required by the Employer.
- b) Sick leave for unit members shall accrue at the rate of one (1) day per calendar month of consecutive service during the first five (5) years of service. Those unit members who have completed six (6) or more years of consecutive service shall accrue sick leave according to the following schedule:

1st through 5th year	1.0 day per month
6th year	1.1 days per month
7th year	1.2 days per month
8th year	1.3 days per month
9th year	1.4 days per month
10th year and on	1.5 days per month

The accrual of sick leave shall begin the first day of employment, and unused sick leave may be accumulated up to and including one hundred eighty (180) days [one thousand four hundred forty (1,440) hours].

Unit members with appointments less than twelve (12) months shall accrue sick leave at a proportional pro-rated amount.

At no time will a unit member be allowed to accrue sick leave hours in excess of the one thousand four hundred forty (1,440) hours [or one hundred eighty (180) days] accumulation limit.

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- c) Sick pay is available with the realization that a unit member may become ill or injured to the extent of being unable to work. Sick leave may be taken for absences made necessary by reason of illness, injury, or disability, including temporary illnesses covered by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, by exposure to dangerous disease which may endanger the unit member or public health, medical appointments, or by illness in the immediate family making it necessary that the unit member be absent from his or her duties. The term "immediate family" as used in this section shall be defined to include the spouse, children (adopted, foster, step, biological, or legal ward), grandchildren, siblings, parents, grandparents, or parents of the spouse. It is not intended as any earned time off with pay, and shall not be granted as such. Unit members shall be compensated for unused sick leave upon separation of employment as provided in subsection (f).
- d) The President may advance sick leave to unit members in an amount not to exceed a total of forty (40) hours. Sick leave earned thereafter will be applied toward the negative sick leave account balance until the amount advanced is fully reimbursed. Upon separation from employment, unit members who have been advanced sick leave shall reimburse the Employer for all advanced and unreimbursed sick leave. The Employer is authorized to deduct such amount from the final pay.
- e) Should a unit member become ill or disabled and require hospitalization while on vacation, vacation leave shall be changed to sick leave, effective the date of hospitalization, upon request to the immediate supervisor. Documentation regarding the hospitalization may be requested.
- f) A unit member who is transferred within the State College System will have his or her accrued sick leave transferred to the receiving College. Unit members transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the receiving College at the discretion of receiving College. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the new employer at the discretion of the new employer.
- g) Each unit member who is eligible for retirement in the State College System will, upon separation of employment by reason of retirement, be entitled to a one-time payment of one-fourth (1/4) of their accumulated sick leave, with the rate of payment based upon their regular pay at the time of retirement. Upon the death of the unit member, his or her beneficiary will be paid one-fourth (1/4) of his or her accumulated, unused sick leave, with the rate of payment based upon the unit member's regular pay at the time of death.

### Section 14.3 Return to Employment Within One Year

Unit members who have separated employment and who return to employment within one (1) year from the date of such separation shall have service for sick leave and vacation

leave reinstated at the level established prior to the separation. However, unit members who have been dismissed for disciplinary reasons shall not have service for sick leave and vacation leave reinstated. Unit members who have separated employment may apply for available employment openings. If successful, the unit member will be considered a new hire with all the rights, responsibilities, and obligations of a new hire, unless otherwise negotiated and noted on the employment contract.

#### **Section 14.4 Family and Medical Leave**

- a) In accordance with the federal Family and Medical Leave Act (FMLA), unit members with one (1) year of service who have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period shall be entitled to take up to twelve (12) weeks of unpaid FMLA leave during any twelve (12) month period:
  - 1) for the birth of a child, or the placement of a child with the unit member for adoption or for foster care;
  - 2) to care for a spouse, children, parents, or persons bearing the same relationship to the unit member's spouse with a serious health condition;
  - 3) for the unit member's own serious health condition; or,
  - 4) for any qualifying exigency arising out of the fact that the spouse, or a son, daughter or parent of the employee is on active duty (or has been notified of any impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- b) A serious health condition is defined to include:
  - 1) 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 (3) or more consecutive days.
  - 2) Any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., morning sickness).
  - 3) Any period of incapacity because of a chronic serious condition (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., an asthma attack).
  - 4) Any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if untreated, e.g., cancer (chemotherapy), kidney disease (dialysis).

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- a) "Children" shall mean a biological, adopted or foster child, a stepchild, or a legal ward.
  - b) Sick leave or vacation leave may be used at the election of the unit member during family and medical leave. Although unit members may retain accrued, unused vacation and sick leave, such leave shall not accrue while on FMLA leave.
  - c) Requests for FMLA leave must be submitted to the Human Resource Office. Appropriate certification or documentation may be required by the Employer.
  - d) The Employer agrees to continue to pay its portion of applicable insurance premiums during the term of FMLA leave. In the event two (2) unit members are both eligible under this policy, the couple shall be entitled to a combined total of twelve (12) work weeks of leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.
- c) National Defense Authorization Act. An employee who is a spouse, child, parent or next of kin (nearest blood relative) to a member of the Armed Forces who is being treated for, recuperating from or is on the temporary disability retired list due to a serious injury or illness is entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to provide care for the service member as provided by the Family and Medical Leave Act as amended by the National Defense Authorization Act for FY 2008.

### Section 14.5 Crisis Leave Sharing Program

Unit members may contribute accrued vacation or one (1) day of accrued sick leave per calendar year to benefit another employee at the same College who is suffering from a catastrophic illness. To be eligible to receive leave, employees must have exhausted their own leave options and have been absent for more than fifteen (15) consecutive days. To be eligible to donate sick leave, employees must maintain a minimum of one hundred sixty (160) hours of sick leave. Accrued vacation or sick leave may be donated in no less than one (1) day increments. 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 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 (90) days in a twelve (12) month period. To be eligible to receive donated leave, an employee must have been employed for at least twelve (12) consecutive months and had an absence of at least fifteen (15) 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 insurance continuation for those employees receiving shared leave.

Details of this program are available at the Human Resource Office and on the HR Website.



#### **Section 14.6 Bereavement Leave**

At the discretion of the immediate supervisor up to six (6) days of paid leave, per fiscal year, may be granted to the unit member for purposes of bereavement. Of those six (6) days, five (5) days may be used for deaths in the unit member's immediate family. One (1) additional day of bereavement leave is available upon the approval of the immediate supervisor.

For purposes of this section, immediate family shall include spouse, children (adopted, foster, step, biological, or legal ward), grandchildren, siblings, parents, grandparents, or someone who bears the same relationship to the spouse.

#### **Section 14.7 Inclement Weather/College Closure Leave**

During periods when inclement weather causes classes to be canceled, all unit members, other than those required to report to work to provide emergency or other essential services, shall be entitled to take Inclement Weather Leave. Such leave does not require the prior approval of the supervisor. Time spent on Inclement Weather Leave will be charged against the unit member's vacation leave balance, or time can be made up within thirty (30) days at the request of the unit member which request shall not unreasonably be denied. When the President declares the entire College closed unit members will not be charged leave. Unit members required to report to work to provide emergency or other essential services shall be allowed comparable time off on an alternate date.

#### **Section 14.8 Injury Leave/Worker's Compensation**

All unit members who are disabled as a result of a job-related injury or disease may be granted injury leave. Injury leave shall not exceed five (5) of the unit member's normal working shifts for any particular injury. Such leave is not to be charged against accumulated vacation or sick leave. For details of Workers' Compensation benefits, unit members are to inquire at the Human Resource Office.

#### **Section 14.9 Civic Duty Leave**

Unit members shall be eligible for absence with pay for jury service, during the actual period of such service, and may retain fees paid him/her as a juror. Absence with pay may also be granted for unit members who are subpoenaed as a witness for the State of Nebraska, during the actual period of such service. Upon being served a summons that his/her name has been drawn as a juror or upon being served a subpoena to appear as a witness, the unit member shall immediately advise the supervisor in writing, stating the time, place and name of the court to which he/she is to attend and provide a copy of the summons to Human Resources.

#### **Section 14.10 Military Leave**

Military leaves of absence shall be granted to all unit members as may be provided by state and federal law or regulation.

According to the terms of the Family Military Leave Act (Neb. Rev. Stat. §§55-501 to 507), an eligible unit member who is the spouse or parent of a person called to military service lasting one hundred seventy nine (179) days or longer with the state or United States pursuant to the orders of the Governor or the President shall receive up to thirty (30) work days of unpaid leave. An eligible unit member must have been employed for at least one thousand two hundred fifty (1,250) hours during a twelve (12) month period immediately preceding the commencement of leave.

The unit member shall give at least fourteen (14) days notice of the intended date upon which the family military leave will commence, if leave will consist of five (5) or more consecutive work days. Unit members taking family military leave for less than five (5) consecutive days shall give the Employer advanced notice as is practicable. The unit member shall consult with the Employer to schedule the leave so as not to unduly disrupt College operations. The Employer may require certification from the proper military authority to verify the unit member's eligibility for the family military leave requested.

For benefit purposes, unit members taking Family Military Leave will be treated the same as other unit members taking unpaid Family and Medical Leave.

#### **Section 14.11 Requested Leave of Absence**

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

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

- Granting leaves of absence is at the discretion of the President and is a non-grievable matter.
- Unit members on a paid leave of absence will continue to receive the proportionate share of the Employer's contribution for applicable insurance and retirement plans. The remaining portion will be paid by the unit member.
- Unit members on an unpaid leave of absence may contribute to the retirement plan and participate in the insurance programs at their own expense.
- Within ninety (90) days following the unit members return from the leave of absence, the unit member shall submit to the President a written report summarizing the activities and results of the leave.

**ARTICLE 15.**  
**NSCPA ACTIVITIES, USE OF FACILITIES AND SERVICES AND UNION DUES**

**Section 15.1 Use of Facilities**

NSCPA shall be permitted to transact official NSCPA business on College property at reasonable times, provided that such business shall not interfere with or interrupt normal College operations or the responsibilities of unit members.

**Section 15.2 Access to Services**

NSCPA shall continue to have access to use of printing, duplicating, addressing and other College services subject to use and fee requirements.

**Section 15.3 Distribution of Unit Information**

Unit members will have access to College bulletin boards used for employee information and campus email following procedures that apply to other employees. General distribution of NSCPA materials will be allowed in non-working areas, including campus mail, during both working and non-working hours, provided that the same shall not be disruptive. Meeting rooms may be scheduled, as available, through the College.

**Section 15.4 Negotiation Team Member Notification**

It is specifically agreed that the Chief Negotiator shall provide the Vice Chancellor for Employee Relations with the names of the members of the NSCPA negotiating team prior to the commencement of negotiations. Likewise, the Vice Chancellor shall provide the Chief Negotiator with the names of the Employer negotiating team prior to the commencement of negotiations.

**Section 15.5 Negotiation Team Member Leave**

No more than seven (7) NSCPA team members shall be granted paid leave to participate in negotiation sessions with the Employer. Paid leave shall include necessary travel time. Supervisors must be informed of and approve such leaves through the usual leave practices or procedures.

**Section 15.6 Deduction of Membership Dues**

The Employer agrees to deduct membership dues established by NSCPA from the salary of any unit member authorizing such deduction in writing.

**Section 15.7 Payroll Deduction Authorization**

NSCPA agrees to send a list of the unit members and the amount to be deducted to the Human Resources Office by July 1 each year and a copy of the written payroll deduction authorization of all unit members who request payroll deduction of dues. Said authorized deduction shall be made from the monthly pay in a total of twelve (12) payments beginning

in July and ending in June of the following year. For unit members who request payroll deductions after July 1, the deductions will begin in the next available pay cycle and will be pro-rated to the total dues divided by the number of months ending with the June pay period.

### **Section 15.8 Remittance of Monthly Deductions**

The aggregate deductions shall be remitted monthly to the NSEA Treasurer together with an itemized statement containing the names of the unit members from whom deductions have been made and the amount so deducted from each. The aforementioned remittance shall be made no later than the 10<sup>th</sup> day of the month following the month for which deductions were made or as soon thereafter as normal payroll procedure permits.

### **Section 15.9 Membership Cancellation**

~~Each unit member's written authorization shall remain valid as outlined on the membership enrollment form until the Human Resources Office receives written notice from NSCPA to discontinue dues deductions unless a written notice of cancellation is received from the local NSCPA President by the College payroll office each year by May 15. NSCPA shall notify each unit member of the May 15 deadline for cancellation of unit membership. Such notice shall be given at least thirty (30) days prior to the deadline. Unit members will have equal monthly dues deductions made from each paycheck.~~

### **Section 15.10 Deduction Errors/Issues**

If dues are deducted and remitted to the NSEA Treasurer in accordance with the procedure specified in this Article, NSCPA shall be solely responsible in the event of any claims that the deductions and/or remissions were improper. NSCPA shall indemnify and hold Employer harmless from any claims arising out of a deduction made in accordance with provisions of this Article.

## **ARTICLE 16. DISCIPLINARY ACTIONS**

### **Section 16.1 Discipline**

The Employer may discipline a unit member for adequate cause pursuant to disciplinary grounds contained in the College handbooks. Prior to amending the disciplinary grounds contained in the College handbooks, the Vice Chancellor of Employee Relations will provide notice and opportunity for input from the Chief Negotiator or designee.

### **Section 16.2 Guidelines for Imposing Disciplinary Action**

The Employer has the right to discipline a unit member provided that the unit member will be advised of the reason or reasons for such action. The level of discipline shall be based on the nature and severity of the infraction. Disciplinary action challenged as not in conformance with this Agreement, may be grieved under Article XI, however, dismissal may only be challenged pursuant to the process specified in this Article.

Prior to imposing discipline, unit members are entitled to written notice of the allegations against them which will identify the rule, policy, or performance standard violated and include an explanation of the evidence. The notice will include a description of the incident(s) involved and date(s) of occurrence as applicable.

Prior to imposing discipline the unit member will additionally be entitled to an opportunity to respond to the allegations, present mitigating evidence, explain extenuating circumstances or present reasons why disciplinary action should not be taken.

A unit member shall be notified in writing whenever any disciplinary action is taken. The unit member must acknowledge receipt by signing the written disciplinary notice in cases of a written warning, disciplinary probation, disciplinary suspension without pay and demotion. The unit member's signature does not constitute agreement with the content of the notice. If the unit member refuses to sign, a supervisor and a witness will sign a notation of the unit member's refusal on the notice. A copy of the written disciplinary notice will be placed in the unit member's personnel file. The unit member has the right to include written rebuttal or comment on disciplinary notices that go in his or her personnel file.

### Section 16.3 Types of Disciplinary Action

The following types and levels of disciplinary actions for unit members are described below in a progressive manner. The nature and severity of the situation will dictate the level of discipline imposed and the due process protections to be applied. Progressive discipline is not required. More severe levels of disciplinary action may be imposed when a lesser action is deemed inadequate or has not achieved the desired results. If one (1) or more of the prescribed disciplinary actions are imposed, they shall be in writing and imposed concurrently.

- a) **Written Warning.** Written warnings consist of a discussion between the unit member and the supervisor in which the supervisor explains in detail the reasons for the warning and then provides a written disciplinary notice to the unit member of the action required to correct the unsatisfactory performance with applicable time requirements. Written reprimands will include place for supervisors to note in writing when unsatisfactory performance issues have been resolved. Unit members will receive a copy of this written notice.
- b) **Disciplinary Probation.** A disciplinary probation may be imposed by the appropriate Vice President or designee for a period of up to six (6) months, but may be extended during which time the unit member's performance must improve. A corrective action plan including improvement standards and time frames shall be included in the written disciplinary notice.
  - i) Unit members on disciplinary probation shall not be granted pay increases.
  - ii) Unit members granted leave while serving disciplinary probation may have their probation period extended by the number of days absent on leave.
  - iii) Unit members may be removed from disciplinary probation by a written notice of the appropriate Vice President or designee.

- c) **Disciplinary Suspension Without Pay.** A period of suspension imposed by the President shall be without pay and shall not exceed twenty (20) working days. The disciplinary notice informing the unit member of suspension shall be dated and include the reason for the suspension and the number of days of the suspension.
  - i) The unit member's service date shall be adjusted by the number of calendar days absent during a suspension.
  - ii) Unit members on suspension shall not be granted paid leave during the suspension period.
- d) **Demotion.** A President may transfer a unit member to a position of lesser responsibility, in or out of the unit, as a disciplinary action. Upon transfer, a President shall place the unit member in the new position and reduce the salary accordingly.
- e) **Dismissal.** Dismissal is removal from employment for failure to respond to previous disciplinary actions or when extreme circumstances render any preceding steps unnecessary or inappropriate. Dismissal for cause negates the deadlines and notice obligations regarding either contract renewal or cancellation notice as may otherwise be provided in this Agreement.

#### Section 16.4 Dismissal Procedure

- a) Upon receipt of a supervisor's and/or Vice President's recommendation to dismiss a unit member, the President shall inform the unit member, in writing, of a time at which the unit member may present to the President or designee, any additional facts, material, or evidence regarding the unit member's potential dismissal. Failure by the unit member to appear shall constitute a waiver by the unit member of the aforementioned meeting. The employee may be represented by a third party in the meeting, but the time, date, or place of said meeting shall not be postponed or rescheduled because the representative of the unit member is unable to attend unless both the President and the unit member mutually agree to another time, date, and/or place.
- b) Within five (5) work days following the scheduled date of the meeting, the President shall provide the unit member a copy of his or her recommendations regarding the dismissal. The five (5) day period may be extended upon agreement between the President and the unit member. A copy of the President's recommendation shall be forwarded to the unit member by Certified Mail with instructions to "Deliver to Addressee Only, Return Receipt Requested" or by personal delivery, or deposit to the unit member's last known address. A copy of the President's recommendation shall also be forwarded to the Chancellor. If the President recommends that the unit member be discharged, the written notice shall inform the unit member that he or she may request a hearing before an advisory committee by submitting a written request to the President within five (5) work days.

- c) If the unit member submits a written request for a hearing the President shall refer the proposed dismissal to an advisory committee for a hearing and recommendation as provided for in this Article. If no timely written request of a hearing is received, the President's recommendation for discharge will stand as the final decision.

### **Section 16.5 Advisory Committee Selection Process**

The committee shall consist of two (2) members of the unit chosen by the local NSCPA President and two (2) employees chosen by the President, none of whom is to be a member of the unit member's department.

### **Section 16.6 Advisory Committee Hearing Procedures**

The committee will then establish the date, time and place for the hearing and so inform the unit member, NSCPA and the President. The committee shall admit and consider evidence submitted by the parties in the form of documents or the testimony of witnesses. The committee will arrange for the hearing to be videotaped. The unit 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 dismissal. The unit member shall also have the right to be represented by NSCPA or by an attorney at the unit member's expense. Any party who wishes to use a court reporter to take a verbatim transcript may do so at party's 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 employed at the College to appear.

### **Section 16.7 Hearing Schedule**

The hearing shall be conducted within twenty (20) working days of the request for a hearing. The committee shall render its written recommendation along with a video tape of the hearing to the unit member, local NSCPA President, and to the President within ten (10) working days after the hearing is closed. If NSCPA is involved, a copy of the written recommendation shall be provided to the NSCPA representative.

### **Section 16.8 Presidential Decision**

Within ten (10) working days after receiving the recommendation from the committee, the President shall render a decision in writing to the unit member, NSCPA, and committee. If the President rejects the recommendations of the committee, the President shall state reasons for doing so, in writing, to the committee, and unit member, and NSCPA. The committee shall have the opportunity within five (5) working days to provide a response for the record. If NSCPA is involved, a copy of the President's decision shall be provided to the NSCPA representative.

### **Section 16.9 Response to Presidential Decision**

If the unit member is not satisfied with the decision of the President, the unit 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 16.10 Appeal to the Board**

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 request for a hearing if the request is supported with a showing that the terms of this Agreement have been violated.

If the Chancellor chooses to utilize the services of a hearing officer for the purpose of conducting a hearing and making a recommendation, the hearing officer's scope of review shall be to determine if terms of this Agreement have been violated. The hearing officer shall have no authority to add to, subtract from or in any way modify the terms of this Agreement. Upon receipt of the hearing officer's recommendation, the Chancellor shall issue a written decision stating the reasons therefore within twenty (20) working days.

### **Section 16.11 Hearing Preparation and Representation**

A hearing date before the Hearing Officer will allow the unit member reasonable preparation time. During the hearing, the unit member has the right to be represented by NSCPA or an attorney (at the unit member's expense), to present witnesses, exhibits, and documents, and to question adverse witnesses.

### **Section 16.12 Chancellor Decision**

The decision of the Chancellor, on behalf of the Employer, will be final. The dismissed unit member may seek recourse under appropriate state and federal law; by mediation through the Federal Mediation and Conciliation Service upon mutual agreement of the Chancellor and the local NSCPA President; or through binding arbitration upon mutual agreement of the Chancellor and the local NSCPA President.

### **Section 16.13 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 16.14 Employment Status During Appeals Process**

A unit member recommended for dismissal for cause shall continue to be an employee until the appeal procedure to and including the Chancellor has been exhausted or until the unit member has failed to advance his or her appeal in a timely fashion. The President may, at his or her discretion, suspend or reassign the unit member to other professional duties with pay during the appeal procedure.



### **Section 16.15 Investigatory Suspension**

A unit member who is under investigation for alleged misconduct, or charged with criminal activity may, at the discretion of the President or designee, be suspended with pay and full benefits until such time as it is possible to determine if disciplinary action should be taken. Such investigatory suspensions are not grievable.

## **ARTICLE 17. RESIGNATION, ABANDONMENT, LAY OFF**

### **Section 17.1 Resignations**

To resign in good standing, a unit member must give written notice to the Human Resource Director at least two (2) weeks before separation, unless the Human Resource Director agrees to a shorter period.

### **Section 17.2 Abandonment**

Unit members may be considered to have abandoned the job if he or she has been absent from work for longer than two (2) workdays without being on approved leave and in the absence of extenuating circumstances. Such abandonment shall be considered as a voluntary resignation not in good standing.

### **Section 17.3 Layoffs**

- a) The Employer decides when a lay off is necessary, and which classifications and positions will be affected. Layoffs may be determined necessary because of budget adjustments or reallocations, a modification of position workloads, or elimination of or change in scope of institutional services, or as the result of any other job-related management decision.
- b) When a layoff is contemplated, the President will consult the local NSCPA President, on behalf of the chapter as soon as possible. The chapter shall make recommendations and act in an advisory capacity only. The local NSCPA President or designee will forward the chapter's written recommendation to the President.
- c) When the Employer decides that a lay off among unit members is necessary, the President or designee shall conduct a layoff in such manner that the remaining employees possess the necessary job qualifications.
- d) The Employer will make an effort to avoid a layoff by use of attrition wherever possible.
- e) Where qualifications, training and ability to perform the work remaining are equal, the Employer will follow these priorities for reduction in force:
  - 1) Temporary/part-time professional staff employees before unit members;

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- 2) Unit members with unsatisfactory performance records before unit members with satisfactory performance records; and,
- 3) Unit members with short service before unit members with long service.
- f) For twelve (12) months following the effective date of layoff, a unit member who has been laid off, and who indicates a desire to be placed on a recall list, shall be offered recall in the same position at the College should an opportunity arise. The unit member shall receive the same salary which was received at the time of layoff plus any increases in salary or benefits received by unit members.
- g) Unit members recalled within twelve (12) months shall not be considered to have suffered a break in service for the purposes of calculating sick and vacation leave, as well as service years regarding notice requirements.
- h) For twelve (12) months following the effective date of layoff, a unit member on the recall list who is a qualified applicant for a position in the unit shall be given preference for the position when qualifications are equal.
- i) In the event of layoffs, the President shall establish a recall list and supply it and any changes to the local NSCPA President.
- j) Unit members to be laid off shall be given ninety (90) calendar days notice and the notice shall include the reason(s) for the layoff
- k) Each laid off unit member shall, once proper notice is given, be allowed to schedule and take up to ten (10) workdays of leave without pay directed toward securing new employment.

### ARTICLE 18 MANAGEMENT

#### Section 18.1 Management Authority

All management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer.

It is understood that the Employer may test for alcohol or illegal substances for cause. Guidelines for testing will be provided to protect against abuse which include, but not be limited to, definition of cause, training of supervisors, a confidentiality statement, and a statement of progressive intervention and treatment. Such Guidelines shall be available for viewing in the Human Resource Office or on the College websites. Employees who may be required under federal law or regulations to submit to random drug and alcohol testing will be notified of the general testing requirements in writing in advance.

## **ARTICLE 19. DURATION AND LIMITATIONS OF CONTRACT**

### **Section 19.1 Entire Agreement**

This instrument constitutes the entire Agreement between the parties hereto and the Employer, NSCPA, and the unit members will abide by it.

### **Section 19.2 Contract Amendment**

Any term and condition of employment expressly stated in this Agreement may not be eliminated or modified in any way during the term of this Agreement without mutual agreement between the Employer and NSCPA. This Agreement may be amended only upon the mutual agreement of both parties, as documented in writing. Both parties acknowledge that they had opportunity during negotiations to make demands and proposals.

### **Section 19.3 Agreement Interpretation or Application**

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

Issues of interpretation or application of this Agreement will be addressed between the Chief Negotiator or designee and the Vice Chancellor for Employee Relations with sensitivity to the confidential nature of the inquiry.

### **Section 19.4 Governing Law; Severability**

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

### **Section 19.5 Agreement & Board Policy**

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

### **Section 19.6 Agreement in Force**

This Agreement shall continue in full force until a new Agreement is signed and in place.

### **Section 19.7 Effective Date**

This Agreement shall become effective on the first (1st) day of July, 2014~~3~~, and shall continue in full force and effect until the thirtieth (30th) day of June, 201~~3~~~~5~~.

**Academic & Personnel Committee**

*Gary Bieganski, Chair*  
*Roger Breed*

January 15, 2013

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**ACTION:      Approve the 2013-2015 Bargaining Agreement Between the Board of  
Trustees of the Nebraska State Colleges and State College Education  
Association (SCEA) Bargaining Unit**

Priority: Educational Excellence Throughout the System

Goal:    3.    Recruit, retain and invest in excellent faculty and staff

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The System Office recommends approval of the 2013-2015 Agreement between the Board of Trustees of the Nebraska State Colleges and SCEA. Attached is a copy of the Agreement in legislative format showing all additions and deletions.

**AGREEMENT**

**2014-3-20135**

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

**ARTICLE I.  
RECOGNITION**

**Section 1.1 Unit Membership**

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

**Section 1.2 Exclusive Contract**

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

## **ARTICLE II. NONDISCRIMINATION**

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

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

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

## **ARTICLE III. STATEMENT ON ACADEMIC FREEDOM**

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

## **ARTICLE IV. INTELLECTUAL PROPERTY RIGHTS**

### **Section 4.1 Conditions**

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

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

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

#### **Section 4.2 Materials Not Courses**

Faculty do not have intellectual property rights to individual courses or to the curriculum as a whole, but only to self-developed instructional materials used in the development of the course. Faculty members will provide grading information upon appropriate request.

### **ARTICLE V. PROGRAM AND WORKING CONDITIONS**

#### **Section 5.1 Contract Period**

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

## **Section 5.2 Faculty Load**

### **5.2.1 Academic Year Appointments**

During an academic year appointment, faculty members shall be assigned no more than a thirty (30) credit hour adjusted workload, of which no more than twelve (12) credit hours plus or minus one (1) credit hour each semester will be instructional credit hours. The usual and customary instructional workload will be twenty-four (24) adjusted credit hours per academic year contract except as may otherwise be required by appropriate College accrediting bodies or applicable state regulations. For example, National Council for Accreditation of Teacher Education or the Nebraska Department of Education may provide different overload thresholds for education faculty. Any instructional credit hours above twenty-five (25) will receive overload compensation per Section 10.6. Instructional loads with fewer than twenty-three (23) credit hours will be assigned additional duties. The balance of the thirty (30) credit hour workload will be credited to scholarly and service activities.

### **5.2.2 Workload Adjustments**

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

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

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

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

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

## **Section 5.3 Advising**

All faculty members are responsible for advising students. No faculty member will be assigned more than fifty (50) undergraduate and graduate student



advisees as adjusted for the number of undeclared students. Faculty members may by mutual agreement with the Dean agree to be assigned more than fifty (50) advisees.

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

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

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

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

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

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

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

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

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

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

#### **5.4.1 Blended Courses**

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

### **Section 5.5 Work Environment Terms and Conditions**

#### **5.5.1 Office Hours**

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

#### **5.5.2 Equipment and Furnishings**

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

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

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

#### **5.5.4 Computer Services Support**

Faculty members shall be provided computer service for College-approved

software and hardware to fulfill their academic and research responsibilities. Computer Services Administration will publish and maintain a list of software for which it will provide technical assistance. Faculty members may not receive support for any other software. In compliance with College procedures, which require prior disclosure, faculty members may load or have loaded licensed, academic-specific software on their office computers. Approval to load software shall be made in a timely manner and shall not be unreasonably denied. A denial to load software must specify in writing the reasons for such denial. The College will provide wide band network and high speed internet options of speed and connectivity comparable to College standards for specific and legitimate curriculum and research needs. On this alternative system, faculty members may load licensed and academic-specific software and install necessary peripherals as needed.

#### **5.5.5 Computer Services Notification**

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

#### **5.5.6 Faculty Handbook**

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

#### **5.5.7 Teaching at Other Institutions of Higher Education**

Faculty members shall not engage in employment at other institutions of higher education during the contract period without permission from the Vice President for Academic Affairs. Such permission must be secured in advance for each employment instance.

### **ARTICLE VI. PERSONNEL FILES**

#### **Section 6.1 Maintenance**

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

## **Section 6.2 Confidentiality**

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

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

## **Section 6.3 Contents**

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

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

## **Section 6.4 Inspection**

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

## **Section 6.5 Informed Inclusion**

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

## **ARTICLE VII. PERFORMANCE EVALUATION**

### **Section 7.1 Purpose**

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

### **Section 7.2 Criteria Categories**

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

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

### **Section 7.3 Evaluation Schedule**

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

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

have provided satisfactory performance.

#### **Section 7.4 Evaluation Procedure**

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

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

When an online or interactive distance learning course is evaluated, the quality of teaching and its impact on instructional outcomes will be emphasized apart from any technology variables that may affect instruction. At the end of each evaluation period, Deans will confer with each faculty member to assess progress and/or complete a formal evaluation. Evaluation forms will include three rating categories for performance - satisfactory, needs improvement and unsatisfactory. Only an overall satisfactory performance designation is eligible for any negotiated annual increase to base salary. Faculty members will provide reasonable documentation and materials which assist in assessing progress made in support of the goals and objectives stated in the professional development plan. The Dean will provide each faculty member a copy of

strengths identified and/or improvements required in the individual's performance with recommendations to assist improvement and to reach specific outcomes. Conclusions resulting in changes in the objectives and activities of the professional development plan will be attached to the original plan. In the case of identified areas of concern, a plan for implementation of recommendations with specific outcomes will be created by the Dean in consultation with the faculty member. Such a plan will be signed and attached to the original faculty development plan and evaluation. No determination of less than "satisfactory" can be assigned without prior written notice of administrative concerns and reasonable time to address such concerns. A faculty member may submit written comments on the evaluation prior to subsequent administrative review. A copy of the evaluation and comments will be placed in the faculty member's personnel file.

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

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

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

## **ARTICLE VIII. PROFESSIONAL DEVELOPMENT**

### **Section 8.1 Sabbatical Leave**

The purpose of sabbatical leave is to provide an opportunity for faculty members to engage in scholarly, creative, professional, research, or other academic activities that will enhance the faculty member's contribution to the College. Sabbatical leave is an important element in professional development. Tenured faculty members who have been employed as faculty at the College for at least seven (7) consecutive years shall be eligible to apply for sabbatical assignments.

Faculty members are not eligible to receive sabbatical assignments more frequently than once every seven (7) years. Each College shall make available at least one (1) sabbatical per fifty (50) faculty members, or major fraction thereof, per year. Awarding of such sabbatical shall be contingent upon the receipt of a meritorious proposal.

Applications for sabbaticals shall be submitted according to a deadline established by the Academic Vice President, but no later than December 1<sup>st</sup> of the fall semester of the year preceding the year for which the sabbatical is requested. The application shall include a plan of professional development to be pursued during the assignment and a statement of the anticipated value of the sabbatical to the faculty member and the College. Each College shall establish a committee to evaluate the sabbatical applications and make recommendations to the Academic Vice President. After consultation with the Academic Vice President, the President shall make final decisions on all applications. Faculty members will be notified in writing of the President's sabbatical decisions no later than February 1<sup>st</sup>.

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

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

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

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

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

## **Section 8.2 Leave of Absence**

Faculty members who have been employed at the College for three (3) consecutive years shall be eligible to apply for a leave of absence for the purpose of research, education, travel, work at other institutions, or private business organizations, or engaging in other activities which will improve the faculty member professionally and be of benefit to the College. Such leave of



absence is without pay. However, if the leave of absence is at the request of the College, and the faculty member has been employed at the College for four (4) consecutive years, such leave may be compensated with one-half (1/2) pay for one (1) academic year, full pay for one (1) semester, or a lesser amount by mutual agreement of the faculty member and the College.

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

Requests for leave of absence must be submitted according to a deadline established by the Academic Vice President, but no later than December 1 of the year preceding the year for which the leave is requested. Requests for a leave of absence without pay may be requested after the December 1 deadline if there are extenuating circumstances, such as receipt of a Fulbright award. Such leaves are limited to one (1) year but leave without pay may be extended one additional year by mutual agreement. Requests for extension must be received by February 1. Granting leaves of absence is at the discretion of the President, and is a non-grievable matter. Time on leave without pay does not count toward time requirements for tenure or rank promotion unless mutually agreed upon in writing by the faculty member and the President at the time of leave approval.

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

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

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

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

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

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

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

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

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

## **ARTICLE IX. GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 9.1 Limitations**

The grievance and arbitration procedure as set forth herein is designed to provide a prompt and efficient method for the resolution of grievances. The grievance procedure hereinafter set forth shall be the exclusive method for resolving grievances concerning the administration of this Agreement. Time limits provided herein should be adhered to unless modifications are agreed to in writing by the parties to the grievance. Failure of the College in any step to render a decision to the grievant within the maximum time limits shall automatically allow the grievant to proceed to the next step. Failure of the grievant to proceed to the next step within the maximum time limit shall be considered as termination of the grievance.

### **Section 9.2 Representation**

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

### **Section 9.3 Grievance Defined**

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

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

#### **Section 9.4 Informal Grievance**

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

#### **Section 9.5 Formal Grievance**

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

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

#### **Section 9.6 Procedure**

A formal grievance shall be processed in the following manner:

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

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

Upon the written request of either party to the other, an additional ten (10) working days extension shall be granted during which

period efforts to resolve the grievance shall be made. Any mutually acceptable disposition at this stage shall be reduced to writing, signed by the parties, and shall be binding on the parties as to the facts and circumstances giving rise to the dispute and the matters therein resolved. However, the same shall not constitute a binding precedent in the disposition of other similar disputes that may subsequently arise. In the event the written decision refers to documents, copies of such documents shall be attached to the decision.

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

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

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

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

- c) **Step 3.** The grievant and/or SCEA shall have ten (10) working days from receipt of the President's decision to appeal that decision to

the Chancellor. A copy of the grievance and all prior written recommendations and responses is to be provided. The Chancellor shall review and notify the grievant of his or her decision within fifteen (15) working days.

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

1) applicable State or Federal laws; or  
2) by mutual agreement of the parties, pursue mediation; or,  
3) by mutual agreement of the parties to binding arbitration. It is the intent of the parties to agree to binding arbitration unless the matter clearly cannot be grieved. Should the parties agree to arbitration and are unable to agree on an arbitrator within ten (10) working days, the dispute shall be referred to the American Arbitration Association for resolution by an arbitrator from its labor panel in accord with its voluntary rules of labor arbitration. The cost of arbitration shall be shared equally by the Board and SCEA and/or the grievant. Such cost shall be limited to the arbitrator's fees and expenses and charges of the American Arbitration Association.

## **Section 9.7 Reprisals**

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

## **ARTICLE X. WAGES**

### **Section 10.1 Request for Budgetary Proposals**

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

## Section 10.2 Budget Notification

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

## Section 10.3 Base Salary Adjustments

Salary dollars will be distributed as follows:

- a) For 2014~~3~~-2012~~4~~, each returning faculty member with satisfactory performance shall receive a two (2%) percent increase above the prior year base salary.
- b) For 2012~~4~~-2013~~5~~, each returning faculty member with satisfactory performance shall receive a two (2%) percent increase above the prior year base salary.
- c) Faculty earning new doctorates will be awarded an additional three thousand dollars (\$3,000) upon receipt by the college human resources director of official transcripts or sufficient documentation from the awarding institution indicating the awarding of the degree. New doctorates must be completed and official transcripts received prior to September 1<sup>st</sup> of the contract year in order to receive additional compensation. The additional compensation shall not be included in the faculty member's prior year base salary for the purpose of salary increases under sections a) and b) above.
- d) Faculty members receiving promotion to a new academic rank shall either advance to the rank base salary floor or receive an additional three thousand dollars (\$3,000) to his or her annualized salary, whichever is higher. Comparison with rank base salary floor will occur after application of salary increases as per sections a), b), and c) above. The amount of this award will not be included in the faculty member's prior year base salary for the purpose of salary increases under sections a) and b) above.
- e) There will be an increase in rank base salary (promotion base or minimum) for 2014~~3~~-2012~~4~~ of        (      %) percent and for 2012~~4~~-2013~~5~~ of        (      ) percent as noted below.

The following 2014~~3~~-2012~~4~~ and 2012~~4~~-2013~~5~~ rank base salaries (promotion base or salary minimums) shall apply to all faculty members beginning work prior to the Fall 2014~~3~~ semester.

## 2013-2015 SCEA Agreement

	2013-2014 Increase	2013-2014 Rank Promotion Base Salaries
Professor	1%	\$64,693.53
Associate	2%	\$54,532.26
Assistant	2%	\$46,736.40
Instructor	2%	\$36,313.02

	2014-2015 Increase	2014-2015 Rank Promotion Base Salaries
Professor	1%	\$65,340.47
Associate	2%	\$55,622.91
Assistant	2%	\$47,671.13
Instructor	2%	\$37,039.28

- 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 2014~~3~~-2012~~4~~ of        (      %) percent and for 2012~~4~~-2013~~5~~ of        (      %) percent as noted below.

The following 2014~~3~~-2012~~4~~ and 2012~~4~~-2013~~5~~ new hire rank base salaries shall apply to all faculty members hired to begin work in the first semester of the 2014~~3~~-2012~~4~~ or 2012~~4~~-2013~~5~~ academic years:

	2013-2014 Increase	2013-2014 New Hire Rank Base Salaries
Professor	1%	\$59,204.18
Associate	2%	\$49,933.08
Assistant	2%	\$42,777.78
Instructor	2%	\$34,514.76
Lecturer	n/a	\$33,670

	2014-2015 Increase	2014-2015 New Hire Rank Base Salaries
Professor	1%	\$59,796.22
Associate	2%	\$50,931.74
Assistant	2%	\$43,633.34
Instructor	2%	\$35,205.06
Lecturer	.5%	\$33,838

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

#### Section 10.4 Appointment Notification

~~Appointment letters~~ Annual employment contracts specifying salaries shall be issued to bargaining unit members as soon as possible following the Board's June meeting 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 3e, 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 shall be available online. ~~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 the current adjunct payrate, whichever is higher. 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. Exceptions to these overload thresholds may be required by appropriate College accrediting bodies or applicable state regulations. For example, National Council for Accreditation of Teacher Education or the Nebraska Department of Education may provide different overload thresholds for education faculty.

If travel is involved to perform assigned duties or teaching, the faculty member shall be provided compensation for travel time to and from the teaching assignment and expense reimbursement for mileage, meals and lodging per College guidelines 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**

Summer salaries shall be available online.—~~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~~ five thousand dollars (~~\$53,000~~) and/or no more than ten (10) instructional workload hours reassigned time per academic year. Maximum compensation for the summer will be no more than three (3) credit hours or less than one (1) credit hour equivalent salary, if administrative duties are assigned. The compensation rates paid for department chairs will be communicated to all department chairs on campus when contracts are issued.

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

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

- a) Five percent (5%) will be added to their salary calculated as if they had remained a faculty member during the time of administrative duties and received the normal negotiated raises; and,

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

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

- a) Five percent (5%) over the SCEA Negotiated Rank Promotion Base Salary for their assigned rank; and,
- b) The average salary of the three highest faculty members of like rank and qualifications on the campus in which the individual is appointed plus five percent (5%), whichever is higher.

## **ARTICLE XI. FRINGE BENEFITS**

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

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

### **Section 11.2 Medical Insurance**

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

cost of coverage. When both members of a married couple are employed and request family coverage, each individual will be required to contribute an amount equal to the contribution the faculty member makes toward single 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 faculty members opting for family dental coverage, the Board will contribute seventy-five percent (75%) toward the cost of family, employee/children or employee/spouse dental coverage. A faculty member must be enrolled in the group medical plan to be eligible for dental plan coverage.

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

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

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

### **Section 11.6 Life Insurance**

A life insurance plan offering group term basic life insurance coverage in the amount of thirty thousand dollars (\$30,000) will be provided at the Board's expense with the faculty member permitted to supplement the basic coverage with either a ten thousand dollar (\$10,000), twenty thousand dollar (\$20,000), fifty thousand dollar (\$50,000), one hundred thousand dollar (\$100,000) or one hundred eighty thousand dollar (\$180,000) optional life insurance policy addition at the faculty member's expense. Faculty members may also purchase a two thousand dollar (\$2,000) dependent life policy on spouse and child, or a five thousand dollar (\$5,000) dependent life policy on a child, or ten thousand dollar

(\$10,000) coverage for a spouse at the faculty member's expense. Coverage and payments are subject to the policy terms.

### **Section 11.7 Disability Insurance**

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

### **Section 11.8 Retirement Contributions**

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

### **Section 11.9 Sick Leave**

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

Sick leave is not intended as any earned time off with pay, and will not be granted as such. Unused sick leave will not be paid out at the end of employment.

### **Section 11.10 Reasons to Utilize Sick Leave**

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

faculty member's household.

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

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

### **Section 11.11 Family Medical Leave**

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

Eligible faculty members, may use FMLA leave:

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

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

A serious health condition is defined to include:

- a) an illness, injury, impairment, or physical or mental condition that involves either in-patient care, meaning an overnight stay in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider for three (3) or more consecutive days;
- b) any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the

- absence is less than three (3) days, e.g., morning sickness);
- c) period of incapacity because of a chronic serious condition (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., an asthma attack);
- d) any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if untreated, e.g., cancer (chemotherapy), kidney disease (dialysis).

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

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

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

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

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

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

#### **Section 11.12 Bereavement Leave**

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

employee. Such leave must be approved through the College's usual leave practices or procedures.

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

Tuition remissions and tuition waivers will not apply to already discounted tuition rates for dual enrollment courses

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

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

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

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

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



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

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

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

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

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

#### **Section 12.1 Facilities**

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

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

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

## **ARTICLE XIII. ASSOCIATION ACTIVITIES**

### **Section 13.1 Negotiation Team Member Notification**

SCEA shall provide the Vice Chancellor for Employee Relations with the names of the members of the SCEA negotiating team on or prior to September 12<sup>0</sup>, 2012<sup>4</sup>. Each team shall be limited to six (6) members. Likewise, the Vice Chancellor shall provide SCEA with the names of the Board's negotiating team on or prior to September 12<sup>0</sup>, 2012<sup>4</sup>. Alternate team members may be identified at a later date if the need arises.

### **Section 13.2 Leave To Negotiate**

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

### **Section 13.3 Board Agenda and Meeting Materials**

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

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

### **Section 14.1 Faculty Advisory Committee**

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

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

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

## **Section 14.3 Attrition/Layoff**

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

## **Section 14.4 Criteria for Layoff**

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

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

## **Section 14.5 Layoff Order**

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

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

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

Faculty members who are laid off shall retain recall rights to a faculty position within their department for which they are qualified at their own College campus for two (2) years following the layoff.

Before hiring new faculty at any College, the Board shall provide an opportunity for faculty members who have been laid off less than one (1) year to be interviewed by the hiring College for reemployment. This obligation shall be carried out by posting the notices through the HR Department's website of such vacancies at all Colleges covered by this Agreement.

#### **Section 14.7 Reassignment**

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

#### **Section 14.8 Layoff Dates**

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

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

### **ARTICLE XV. PAYROLL DEDUCTIONS**

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

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

#### **Section 15.2 Deduction Notification**

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

#### **Section 15.3 Deduction Schedule**

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

#### **Section 15.4 Deduction Remittance**

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

#### **Section 15.5 Authorization**

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

#### **Section 15.6 Deduction and Remittance Responsibility**

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

### **ARTICLE XVI. PROMOTION AND TENURE**

#### **Section 16.1 Procedure for Promotions**

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

## Section 16.2 Educational and Service Criteria for Promotions

The Criteria to be used are as follows:

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

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

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

### Criteria for Calculating Credit for Prior Experience

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

- b) Credit for promotion is to be granted at the discretion of the College in writing at the time of initial employment, up to a maximum of three (3) years of credit for prior experience.
- c) Part-time, adjunct, graduate assistant, summer, and high school teaching experience shall not count toward promotion in rank. Nor shall the candidate be allowed to aggregate any prior part-time college experiences to equal one (1) academic year.

### **Section 16.3 Performance Criteria for Promotions**

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

The Performance Criteria to be used are as follows:

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- service to the College equals six (6) years.
- c) Newly-hired faculty members who have previously attained tenure at another regionally accredited institution of higher education may be granted up to four (4) years of full-time credit for the prior tenured service, or may be granted continuous tenured status by agreement among the faculty member, the Academic Vice President and the President. Probationary credit for prior tenured service or continuing tenured status must be agreed to in writing between the faculty member and the President prior to the initial appointment at the institution.

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

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

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

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

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

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

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

### Section 16.11 Initial Contracts

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

## ARTICLE XVII. DISMISSAL

### Section 17.1 Non-Tenured Faculty

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

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

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 any way modify the terms of this Agreement. Upon receipt of the recommendation, the Board or its designee, shall issue a written decision stating the reasons therefore within thirty (30) working days.

### **Section 17.14 Hearing Date**

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

#### **Section 17.15 Chancellor Decision**

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

#### **Section 17.16 Public Disclosure**

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

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

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

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

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

### **ARTICLE XVIII. BOARD POLICY**

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

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

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

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

## **Section 18.3 Management Rights**

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

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

## **Section 18.4 Board Meeting Materials**

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

## **Section 18.5 Search Committees**

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

## **Section 18.6 Shared Governance**

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

## **ARTICLE XIX. MISCELLANEOUS**

### **Section 19.1 Section Headings**

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

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

### **Section 20.1 Entire Contract**

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

### **Section 20.2 Amending of Contract**

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

### **Section 20.3 Governing Law; Severability**

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

### **Section 20.4 Effective Date**

This agreement shall become effective on the first (1) day of July, 2014~~3~~, and shall continue in full force and effect until the thirtieth (30) day of June, 201~~3~~<sup>5</sup>.

## **ARTICLE XXI. HIRING**

### **Section 21.1 Candidates Informed of Negotiated Agreement**

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

### **Section 21.2 Description of Assigned Duties**

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

### **Section 21.3 Faculty Rank**

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

### **Section 21.4 Terms and Conditions**

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

**Academic & Personnel Committee**

*Gary Beiganski, Chair*  
*Roger Breed*

January 15, 2013

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**ACTION: First & Final Round Approval of Revisions to Board Policy 4320; Research**

Priority: Educational Excellence Throughout the System  
Goal: 2. Create a college experience that enriches the lives of our students and prepares them for their chosen careers  
Strategy: c. Develop practices that foster a culture of inclusion, openness and collaboration among administrators, faculty, staff, and students  
Priority: Financial Strength of the System  
Goals: 1. Ensure financial accountability  
4. Improve efficiency of operations

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The revisions to Board Policy 4320 clarify the reasons for conducting research at the Colleges.

The System Office recommends approval of the revisions to Board Policy 4320 and a copy is attached.

ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 4320 Research

Page 1 of 1

BOARD POLICY

Quality teaching and research are mutually inclusive activities, and the Board strongly encourages appropriate faculty and staff research at the ~~State~~ Colleges. Research should be integral to and supportive of the ~~State~~ Colleges' mission, individual initiatives of each College within the System, scholarship, teaching and learning ~~emphasis on undergraduate instruction~~.

PROCEDURE

Each ~~State~~ College shall establish guidelines for conducting applied research related to their instructional and regional responsibilities. Such guidelines should address the issues raised by the use of animals or human subjects in research.

Legal Reference: RRS 85-953

State Colleges; applied research programs; pursue and develop

Policy Adopted: 1/28/77

Policy Revised: 6/5/93

Policy Revised:

**Academic & Personnel Committee**

*Gary Beiganski, Chair*  
*Roger Breed*

January 15, 2013

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**ACTION: First & Final Round Approval of Revisions to Board Policy 4400;  
Recommended College Preparatory Program**

Priority: Educational Excellence Throughout the System  
Goal: 2. Create a college experience that enriches the lives of our students and prepares them for their  
chosen careers  
Strategy: c. Develop practices that foster a culture of inclusion, openness and collaboration among  
administrators, faculty, staff, and students  
Priority: Financial Strength of the System  
Goals: 4. Improve efficiency of operations

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The revisions to Board Policy 4400 provide additional guidelines for the acceptance and approval of college preparatory programs. The new proposed wording of this policy is consistent with the Nebraska Department of Education policy regarding college preparatory programs.

The System Office recommends approval of the revisions to Board Policy 4400 and a copy is attached.



ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 4400

Recommended College Preparatory Program

Page 1 of 1

## BOARD POLICY

In order to improve students' preparation for college-level work, the Board recommends the following College Preparatory Program for high school students who wish to ~~enter the~~enroll in the Nebraska State Colleges, beginning with the fall term, 1993. Ten high school credit hours is equivalent to a one (1) year course meeting five (5) days per week.

1. Language Arts - Forty credit hours (four [4] years) of Language Arts with course content that includes composition. Four units of English; in each year the content of the courses should have an emphasis upon the development of written and oral verbal communication, skills and literature, research skills, technical reading and writing.
2. Mathematics - Thirty credit hours (three [3] years) Three units of mathematics with course content that includes, including such courses as algebraic, geometry, data analysis, and probability concepts. advanced algebra, trigonometry or calculus; students are also encouraged to take a math course their senior year.
3. Science - Thirty credit hours (three [3] years) of science with course content that includes biological, earth/space, and physical science concepts with corresponding science inquiry skills and laboratory experience. Three units of social studies, including one unit of American history and one unit of global studies.
4. Social Studies/History - Thirty credit hours (three [3] years) of social studies/history with course content that includes civics/government, geography, United States and world history, and economic concepts. Two units of laboratory science, such as biology, chemistry or physics; and
5. Other academic courses selected from areas such as foreign language, visual or performing arts, and computer literacy.

Students who ~~enroll enter the Nebraska State Colleges~~ without sufficient academic background may find it necessary to enroll in ~~developmental~~additional courses in order to possess the knowledge, skills, and disposition to successfully complete an educational program. The need for additional courses may add time and expense to the education experience for the student, which will add time and expense to the students' educational experience.

The ~~State~~ Colleges will provide appropriate annual reports indicating numbers of students enrolled and the general profile of the entering class, including their academic preparation, ACT or SAT scores, and class rank.

Policy Adopted: 6/5/93

Policy Revised:

**Academic & Personnel Committee**

*Gary Beiganski, Chair*  
*Roger Breed*

January 15, 2013

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**ACTION: First & Final Round Approval of Revisions to Board Policy 4420; Academic Transfer College Courses Delivered to High School Students**

Priority: Educational Excellence Throughout the System  
Goal: 1. Promote educational excellence through academic achievement  
2. Create a college experience that enriches the lives of our students and prepares them for their chosen careers  
Strategy: c. Develop practices that foster a culture of inclusion, openness and collaboration among administrators, faculty, staff, and students  
Priority: Financial Strength of the System  
Goals: 4. Improve efficiency of operations

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The revisions to Board Policy 4420 include the change of the title to reflect current terminology and to provide more specific guidelines for the supervision of courses that will be approved and accepted, as well as qualifications of dual enrollment instructors. The proposed revisions reflect the current practice for dual enrollment courses at the Colleges.

The System Office recommends approval of the revisions to Board Policy 4420 and a copy is attached.

## ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 4420 ~~Academic Transfer College~~ Dual Enrollment Courses Delivered to High School Students Page 1 of 3

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### BOARD POLICY

#### ~~Faculty~~ Dual Enrollment Instructor Qualifications

~~Dual enrollment~~ Instructors at the high school must be approved by the College administrator of the academic unit in which the course is taught ~~on-campus at the College~~. ~~Dual enrollment~~ Instructors who are not regular faculty of the ~~college~~ College must be formally appointed as ~~adjunct faculty members of the academic unit~~ dual enrollment instructors in ~~the a manner in which any~~ similar to that used for adjunct faculty members. ~~is appointed for teaching on-campus courses.~~ Dual enrollment Instructors must have a master's degree from an accredited institution ~~along with requirements established by the Colleges~~ and be recommended by their high school principal as highly qualified for this position.

~~New adjunct~~ Dual enrollment instructors for these courses shall work with ~~the an~~ administrator, ~~faculty member, or other designated academic representative~~ of the academic unit in which the course is taught ~~on-campus at the College~~. ~~The This college~~ College administrator shall approve all course materials including student learning outcomes, syllabi, textbooks or other materials, and assessments including the final exam, and will be available to provide guidance and assistance ~~regarding course objectives and materials~~ during the offering of the course.

#### Student Admission

Student eligibility for the program is determined by participating high school and College officials. Participating students are recommended by the district and admitted and registered by the College with mutual consent of the district and College.

~~All s~~ Students in these classes ~~must will typically~~ meet all of the following requirements except as noted below:

1. Be juniors or seniors;
2. Be chosen ~~carefully~~ carefully and recommended by the high school academic staff;
23. Meet the prerequisites of the courses;
34. Have a cumulative grade point average of B or its equivalent or better; or rank in the top half of their high school class; or earn an ACT composite score of at least twenty (20) or an equivalent score on another valid assessment. ~~and~~
- ~~4. Be juniors or seniors.~~

Exceptions to the requirements may be made only by the administrator of the academic unit responsible for the delivery of the course, if the student demonstrates through some alternative means the considerable capacity and likelihood for achieving academic success in the desired course or courses."

If appropriate, the institution responsible for the course may elect to administer a placement test to assure readiness of students to benefit from the course. ~~Unless an exception is granted by the administrator of the academic unit responsible for the delivery of the course, students are limited to one course per semester.~~

## ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY:** 4420 Academic Transfer College Dual Enrollment Courses Delivered to High School Students Page 2 of 3

**Curriculum**

Colleges may offer only lower division (freshman and sophomore) courses that are offered by the home ~~college~~ College and that are part of the regular curriculum approved by the established course approval process. No college-level credit courses may be created specifically for high school students. Each course will feature a final exam or culminating experience that substantially measures the extent to which the course's stated learning objectives are achieved. Course objectives and the final exam or culminating experience, developed ~~or approved~~ by the college ~~College content are representative who is an administrator, faculty member, and approved by the administrator or a designated academic representative~~ of the academic unit responsible for the delivery of the course, must be the same ~~or equivalent~~ regardless of the course location. Course syllabi will clearly state that, regardless of grades earned previously, the culminating assessment must be passed in order to receive credit for the course. Academic departments may require a minimum grade for the course in order for the student to receive College credit.

**Instructional Context and Resources**

~~All institutions must assure that adequate library holdings are available to the students to satisfy the requirements for reading lists and reference materials for term papers, course projects, and the satisfaction of the curiosity of students who wish to read outside the designated requirements of the course. High school librarians should be aware of special needs of courses to be taught in the high school. All dual enrollment high school students should shall be granted access to College library catalogs and holdings at the home campus of the institution delivering the course. Such access may be~~ by remote means using computer connections.

The high school and College shall ensure that ~~/or the higher education institution should provide the instructional equipment, laboratories, computer equipment, software, and materials that are required for the course and that are comparable to the comparable~~ resources are available to the students taking the course ~~on the home campus for dual enrollment.~~

**Validation of Credits**

The standards for credits awarded for a particular course are the same regardless of the location of the class. Students must meet the ~~objectives-learning outcomes designed outlined~~ for the course. The credit is valid upon successful completion of the course requirements as determined by the course instructor and approved by the College. The responsibility for awarding the final grade earned by the students rests with the course instructor, utilizing the grading scale established by the College. The recorded grade shall be the same on the high school and college transcript.

Course and instructor evaluations will be conducted by the institution offering the course. The evaluation may include a comparison of student performance on a common final exam administered to students ~~on at~~ the home campus-College and to students at other sites.

Decisions about the award of high school credits for the completion of ~~college dual enrollment~~ courses offered in the high school ~~may will~~ be made by the high school.

Students enrolled in dual enrollment courses will abide by the College academic rules and regulations applicable to College students.

ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 4420 ~~Academic Transfer College~~Dual Enrollment Courses Delivered  
to High School Students Page 3 of 3

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**Institutional Collaboration**

~~The State Colleges are encouraged to establish clear communication channels with public higher education institutions serving the same geographical area regarding the needs of high schools in the area and to collaborate through joint planning for the efficient delivery of high quality higher education courses to high schools. The institutions are encouraged to work together to prevent unnecessary duplication and unproductive competition. All institutions should encourage qualified high school students to enroll in college courses on college campuses where feasible.~~

**Policy Management**

~~The revised policy goes into effect immediately with the exception of the following provisions:~~

- ~~a. Faculty Qualifications Effective date Fall Semester 2012~~
- ~~b. Final Exam or Culminating Experience Effective date Fall Semester 2010~~

Policy Adopted: 8/29/97  
Policy Revised: 11/13/09  
Policy Revised: 11/4/11  
Policy Revised:

## Academic & Personnel Committee

*Gary Beiganski, Chair*  
*Roger Breed*

January 15, 2013

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**ACTION: First & Final Round Approval of Revisions to Board Policy 4500;  
Distinguished Service Awards**

Priority: Financial Strength of the System  
Goal: 5. Secure public and private funding sources  
Priority: Greater System Prominence  
Goals: 2. Increase awareness of the system

---

The revisions to Board Policy 4500 include the addition that organizations can receive distinguished service awards and that all recommendations must be provided to the Chancellor at least one month prior to giving the award.

The System Office recommends approval of the revisions to Board Policy 4500 and a copy is attached.

## 2.8.-2

### ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 4500 Distinguished Service Awards**

**Page 1 of 1**

#### BOARD POLICY

~~Any of the~~The Nebraska State Colleges may confer a distinguished service award upon an outstanding person who, or organization that, who has made a significant contribution to a ~~State~~ College or to an alumnus who has achieved distinction and recognition which reflects favorably upon the image of the ~~State Colleges~~ System.

#### PROCEDURE

The ~~campus~~ President must ~~bring submit~~ recommendations for Distinguished Service Awards to the Chancellor at least one (1) month prior to the meeting at which Board approval will be requested.~~Board for approval.~~

~~Each institution will give no more than four awards in any one year.~~

Each ~~State~~ College shall develop criteria and procedures for the conferral of such awards.

Policy Adopted: 1/28/77  
Policy Revised: 10/28/83  
Policy Revised: 6/5/93  
Policy Revised: 6/19/98  
Policy Revised:

**Academic & Personnel Committee**

*Gary Beiganski, Chair*  
*Roger Breed*

January 15, 2013

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**ACTION: First & Final Round Approval of Revisions to Board Policy 4510; Honorary Degrees**

Priority: Greater System Prominence  
Goals: 2. Increase awareness of the system

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The revisions to Board Policy 4510 improve the outline of requirements for the awarding of an honorary degree and provide that all recommendations must be provided to the Chancellor at least one month in advance of Board action.

The System Office recommends approval of the revisions to Board Policy 4510 and a copy is attached.



ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 4510 Honorary Degrees

Page 1 of 1

## BOARD POLICY

An honorary ~~doctoral~~ doctorate degree may be awarded by the Board upon recommendation of the ~~institutional~~ Chancellor and President. The following honorary degrees may be granted:

1. Doctor of Humane Letters (L.H.D.);
2. Doctor of Pedagogy (Ped.D.);
3. Doctor of Letters (Litt.D.);
4. Doctor of Science (Sc.D.); and
5. Doctor of Laws (L.L.D.).

## PROCEDURE

1. The President ~~of each State College~~ shall, in consultation with a ~~campus~~ College committee composed of faculty, students and administration designated by the President, select the College nominees ~~of that campus~~ for the honorary degrees.
2. The President will forward the nominees to the Chancellor at least one (1) month prior to the meeting at which Board approval will be requested.
3. Nominees are to be approved by the Board prior to their notification and selection. ~~Each campus may grant up to four honorary degrees a year.~~
- ~~43.~~ No degree shall be conferred in consideration of the payment of money or other valuable ~~things items or materials.~~
- ~~45.~~ The purpose of the degree is to offer academic recognition to individuals who have distinguished themselves nationally and/or internationally, and to establish a collegiate tie with such distinguished individuals who would not otherwise be actively associated with the College, ~~its students and staff.~~
- ~~56.~~ Candidates cannot be ~~active staff members~~ current employees ~~of the Colleges.~~
- ~~67.~~ An honorary degree may not be given posthumously.
- ~~78.~~ The award shall be made ~~at College~~ during graduation exercises.

Policy Adopted: 9/16/83

Policy Revised: 6/5/93

Policy Revised:

## Academic & Personnel Committee

*Gary Beiganski, Chair*  
*Roger Breed*

January 15, 2013

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**ACTION: First & Final Round Approval of Revisions to Board Policy 4710; Off-Campus Course and Program Offerings**

Priority: Educational Excellence Throughout the System

Goal: 2. Create a college experience that enriches the lives of our students and prepares them for their chosen careers

Strategy: l. Enhance coordinated outreach through distance delivery of classes, services, programs, and degrees

Priority: Financial Strength of the System

Goals: 2. Increase enrollment and retention

Strategy: d. Expand master's degree enrollments and offerings  
e. Increase number of out-of-state students

---

The revisions to Board Policy 4710 incorporate the out-of-state course information from Board Policy 4720 into this policy and indicate the title change of the additional information.

The System Office recommends approval of the revisions to Board Policy 4710 and a copy is attached.

## 2.10.-2

### ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 4710**      **Off-Campus and Out-of-State**  
**Course and Program Offerings**

Page 1 of 2

#### BOARD POLICY

##### OFF CAMPUS OFFERINGS

The Board strongly supports the efforts of the State Colleges to provide off-campus instructional courses and programs to meet the educational needs of the citizens of their geographic service regions. Such courses and programs must be within the authorized role and mission of the institution College and shall be reported to the System Office for coordination purposes, as necessary, among the Colleges.

~~Every effort must be made to ensure coordination among the State College campuses to extend resources to the citizenry of Nebraska. The Chief Academic Officers will constitute an advisory council, to be chaired by a representative of the System Office. This council shall formulate and recommend policy of a general and inter-campus nature. This council should work in close cooperation with local schools, community colleges, independent colleges, the university, and all other groups interested in programs and activities to which the State Colleges can contribute their unique resources.~~

#### PROCEDURE

If a State College is asked to extend its offerings beyond its geographic service region, it will do so only with the approval and cooperation of the postsecondary institutions authorized to serve the region and, as required by law; and the approval of the Nebraska Coordinating Commission for Postsecondary Education, if necessary.

~~A State College may not withhold approval for a requested course/program to be offered by a non-regional institution unless it actually plans to offer an essentially equivalent course/program at a time and location reasonably accessible for the requesting clientele.~~

To assure that each College is providing comparable experiences, the following guidelines for off-campus courses are to be followed:

1. ~~All courses offered at a location not on the campus of the sponsoring institution shall be equivalent to their campus counterparts in all the following aspects:~~
  - a. ~~Admission requirements for students;~~
  - b. ~~Qualifications for faculty;~~
  - c. ~~Adequate calendar and contact time;~~
  - d. ~~Adequate access to faculty outside scheduled class meetings;~~
  - e. ~~Content and level of coursework;~~
  - f. ~~Grading systems and standards; and~~
  - g. ~~Adequate access to materials, facilities, and support.~~
2. ~~Graduate courses are generally expected to involve independent research and writing by students. In addition, graduate level courses may include the development of a higher level of professional skills than that expected at the undergraduate level. The syllabus for each course offered for graduate credit must be approved through the established institutional channels responsible for graduate programs. In cases where a course is taught both for undergraduate and graduate credit, the requirements for graduate students must be extended to justify the award of graduate credit.~~

## ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 4710**

### **Off-Campus and Out-of-State Course and Program Offerings**

**Page 1 of 2**

- ~~3. As with all on-campus degree programs, all off-campus programs are subject to the approval of the Board.~~
- ~~4. At the end of each term, each State College shall submit to the System Office a report on off-campus offerings which lists the various sites to which services were delivered, the course ID number, course title, number of credit hours for each course, and the number of students enrolled.~~

### OUT-OF-STATE OFFERINGS

The Colleges may offer courses and workshops at out-of-state locations. The College must comply with all applicable statutes and regulations regarding registration or licensing in the state where the course is offered, and must verify that the offering is allowed under conditions of regional and/or professional accreditation.

Out-of-state courses and workshops shall obtain Board approval prior to being advertised or offered. When requesting approval, the Colleges shall include evidence of compliance with licensing or registration requirements and applicable accreditation criteria.

Legal Reference: RRS 85-304  
RRS 85-950  
RRS 85-955 - 85-958

Board of Trustees; rules and regulations  
State Colleges; public service and continuing education activities; regional responsibility; exception  
State Colleges; programs authorized

Policy Adopted: 9/16/88  
Policy Revised: 3/26/90  
Policy Revised: 6/5/93  
Policy Revised:

**Academic & Personnel Committee**

*Gary Beiganski, Chair*  
*Roger Breed*

January 15, 2013

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**ACTION: First & Final Round Approval of Deletion of Board Policy 4720; Out-of-State Course Offerings**

Priority: Educational Excellence Throughout the System  
Goal: 2. Create a college experience that enriches the lives of our students and prepares them for their chosen careers  
Strategy: c. Develop practices that foster a culture of inclusion, openness and collaboration among administrators, faculty, staff, and students  
Priority: Financial Strength of the System  
Goals: 1. Ensure financial accountability  
4. Improve efficiency of operations

---

Board Policy 4720 can be deleted as the information has been incorporated into Board Policy 4710.

The System Office recommends approval of the deletion of Board Policy 4720 and a copy is attached.

**ACADEMICS, NEBRASKA STATE COLLEGES**

**POLICY:** ~~4720~~ ~~Out-of-State Course Offerings~~ ~~Page 1 of 1~~

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**BOARD POLICY**

~~The State Colleges may offer courses and workshops at out of state locations if the College possesses unique expertise which would not normally be available where the course is offered. Such courses and workshops must meet the same standards required if the offering were made in state. The College must comply with all applicable statutes and regulations regarding registration or licensing in the state where the course is offered, and must verify that the offering is allowed under conditions of regional and/or professional accreditation.~~

~~Out of state courses and workshops shall be registered with the System Office and offered for Board consideration prior to being advertised or offered. Such registration shall include evidence of compliance with licensing or registration requirements and applicable accreditation criteria.~~

~~Policy Adopted: 6/5/93~~

**Academic & Personnel Committee**

*Gary Beiganski, Chair*  
*Roger Breed*

January 15, 2013

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**ACTION: First & Final Round Approval of Deletion of Board Policy 4740; Summer Session**

Priority: Educational Excellence Throughout the System

Goal: 2. Create a college experience that enriches the lives of our students and prepares them for their chosen careers

Priority: Financial Strength of the System

Goal: 4. Improve efficiency of operations

---

Board Policy 4740 can be deleted as the information is included in Board Policy 4001.

The System Office recommends approval of the deletion of Board Policy 4740 and a copy is attached.

**ACADEMICS, NEBRASKA STATE COLLEGES**

**POLICY:** ~~4740~~ **Summer Session; General** **Page 1 of 1**

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**BOARD POLICY**

~~Credit offerings for summer session courses must fall within the role and mission approved by the Board for each College of the Nebraska State College System. Such credit offerings shall also provide for adequate calendar and contact time with students and otherwise comply with academic standards applied to equivalent academic year courses.~~

~~Policy Adopted: 6/5/93~~



**Academic & Personnel Committee**

*Gary Bieganski, Chair*  
*Roger Breed*

January 15, 2013

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**ACTION:        Approve the Distinguished Service Award Recommendations Submitted by Chadron State College**

Priority: Greater System Prominence

Goal:    1.    Increase awareness of the system

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Board Policy 4500 allows College Presidents to make recommendations to the Board for Distinguished Service Awards. Recommendations for Distinguished Service Awards have been received from Chadron and will be provided to Board members.

**BOARD POLICY**

The Nebraska State Colleges may confer a distinguished service award upon an outstanding person who, or organization that, has made a significant contribution to a College or to an alumnus who has achieved distinction and recognition, which reflects favorably upon the image of the Nebraska State College System.

**PROCEDURE**

The President must submit recommendations for Distinguished Service Awards to the Chancellor at least one (1) month prior to the meeting at which Board approval will be requested.

Each College shall develop criteria and procedures for the conferral of such awards.

Policy Adopted: 01/28/77  
Policy Revised: 10/28/83  
Policy Revised: 06/05/93  
Policy Revised: 06/19/98  
Policy Revised: 01/15/13

## **Fiscal, Facilities & Audit Committee**

*Bill Roskens, Chair*  
*John Chaney*

January 15, 2013

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**ACTION:       Accept the Nebraska State College System Audit Report for the Year Ended  
                   June 30, 2012**

Priority: Financial Strength of the System

Goals:   1.   Ensure financial accountability  
              4.   Improve efficiency of operations

Strategy:   f.   Keep Board of Trustees informed on the financial status of the colleges and system

---

The Auditor of Public Accounts (APA) has completed the Nebraska State College System (NSCS) basic financial audit for the fiscal year ending June 30, 2012. A copy of that audit and a separate Management Letter are included with this mailing. The System Office recommends acceptance of the basic financial audit.

### **FY12 Audit Background**

The Board approved a contract with KPMG at its April 20, 2012 meeting to conduct the NSCS's A-133 (single) audit as well as the Revenue Bond and Facilities Corporation audits for the fiscal year ending June 30, 2012. The Board accepted the Revenue Bond audit at its November 16, 2012 meeting. The Facilities Corporation audit was accepted at the November 16, 2012 meeting of the Board of Directors of the Facilities Corporation.

A separate item (Item 4.2) is included in this agenda to authorize the Chancellor to accept the NSCS's A-133 (single) audit, currently being completed by KPMG. We anticipate KPMG's A-133 (single) audit to be completed sometime in January. The APA's basic financial audit, along with KPMG's A-133 audit, will be part of the annual submission package required by the Federal Clearinghouse.

Although the Board contracted with KPMG to conduct the NSCS's A-133 (single) audit, the APA chose to duplicate that effort by conducting its own federal audit. A copy is provided to you; however no action is required by the Board. The only action required by the Board on the A-133 is to authorize the Chancellor to accept KPMG's A-133 (single) audit, once it is completed.

**Fiscal, Facilities & Audit Committee**

*Bill Roskens, Chair*  
*John Chaney*

January 15, 2013

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**ACTION: Authorize the Chancellor to Accept the Nebraska State College System  
A-133 Single Audit Report for the Year Ended June 30, 2012**

Priority: Financial Strength of the System

Goals: 1. Ensure financial accountability  
4. Improve efficiency of operations

Strategy: f. Keep Board of Trustees informed on the financial status of the colleges and system

---

Approval is requested to authorize the Chancellor to accept the NSCS A-133 (single) audit once KPMG has completed it. We anticipate completion sometime in January. A copy of the KPMG A-133 audit will be forwarded to the Board as soon as it is received. Once completed, the A-133 audit will be filed, along with the Auditor of Public Accounts' (APA) basic financial audit, with the Federal Clearinghouse. The audits will also be distributed, as necessary, to meet other required deadlines.

The Board will be asked to ratify this acceptance at its March 15, 2013 meeting.

**Fiscal, Facilities & Audit Committee**

*Bill Roskens, Chair*  
*John Chaney*

January 15, 2013

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**ACTION: Approve Use of the Following Appropriated Cash Funds for Capital Projects**

**Chadron State - \$550,000**

<b>Math/Science Lab Renovation</b>	<b>\$250,000</b>
<b>Band Shell in Memorial Hall</b>	<b>\$200,000</b>
<b>King Library</b>	<b>\$100,000</b>

**Wayne State - \$560,000**

**Football Turf and Track Refinishing - \$370,000**  
**Soccer Field Expansion - \$190,000**

Priority: Financial Strength of the System

Goal: 3. Strengthen fiscal, environmental, technological and physical resources

Strategy j. Maintain facilities and improve physical environment.

---

Chadron State is requesting to use \$550,000 of current cash fund appropriations for capital projects. Of that amount, \$250,000 would be used in Math Science to begin the process of upgrading cabinetry in the labs and to improve environmental conditions. Another \$200,000 would be used for a band shell to improve the acoustics for stage performances in Memorial Hall. And finally \$100,000 would be used for continued upgrades to the King Library. Chadron State has reserved the \$550,000 within its current operating budget to cover the costs of these projects.

Wayne State is requesting to use \$560,000 of current cash fund appropriations for capital projects. Of that amount, \$370,000 would be used toward the football turf and track refinishing project and \$190,000 toward the soccer field expansion project. These amounts, combined with other funds identified for the projects, should allow for completion of the projects. Wayne State has funds remaining in its current cash fund appropriation from the carryforward funds approved by the Board in August, 2011 for several projects and one-time needs.

**Fiscal, Facilities & Audit Committee**

*Bill Roskens, Chair*  
*John Chaney*

January 15, 2013

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**ACTION: Accept & Approve Chadron State President's Recommendation to Name Areas of the Rangeland Agriculture Center and Pavilion in Recognition of Individuals Who Have Provided Substantial Financial Gifts for the Project**

Priority: Financial Strength of the System

Goal: 3. Strengthen fiscal, environmental, technological and physical resources

Strategy: g. Continually find ways to stretch limited resources as far as possible

---

Board Policy 8020 provides for the naming of NSCS buildings and other facilities. According to paragraph 4 of the policy, "The proposed name shall come to the Board as a recommendation of the College President." Pursuant to this Policy, Chadron State seeks to name areas of the Rangeland Agriculture Center and Pavilion in recognition of substantial financial gifts designated to the College and the project. Chadron State proposes to name the following areas in honor of the donors who have provided substantial financial gifts and service to the College as well as providing substantial gifts for the Rangeland project.

John and Cheryl (Adamson) Ravenscroft Family Large Animal Laboratory  
WESTCO Plant and Soil Laboratory  
Ron Weedon Herbarium  
Casey and Tanja Frye Lobby  
Security First Bank Ticket Booth  
Dr. Margaret Crouse faculty office  
Dale & Leanna Scott-Timperley Pavilion Patio

These naming requests bring honor to the donors and their family members, to Chadron State and to the Nebraska State College System.

The Chancellor supports these requests and recommends approval.

**Fiscal, Facilities & Audit Committee**

*Bill Roskens, Chair*  
*John Chaney*

January 15, 2013

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**ACTION:      Accept and Approve Design Development Documents for Eagle Ridge (West Court Replacement) Project at Chadron State College**

Priority: Financial Strength of the System

Goal:    3.    Strengthen fiscal, environmental, technological and physical resources

Strategy      j.    Maintain facilities and improve physical environment

---

At the June 15, 2012 meeting, the Board approved the Program Statement for the West Court Replacement project at Chadron State College. Bahr Vermeer Haecker (BVH), in consultation with CSC, has completed the Design Development phase of the Eagle Ridge, previously referred to as the West Court Replacement, project. BVH will present the plan to the Board at 11:00 a.m. on Tuesday, January 15, 2013.

The System Office and CSC recommend approval of the Design Development plan, contingent upon addressing any questions and concerns of the Board.

**Fiscal, Facilities & Audit Committee**

*Bill Roskens, Chair*  
*John Chaney*

January 15, 2013

**ACTION: Approve the Following Reallocation of Contingency Maintenance Funds for Peru State College**

**Peru State**

**From:**  
**Resolution 4/20/12                      \$23,326.55      #3 – Repair and Replace**  
**Maintenance Equipment**

**To:**  
**Resolution 3/26/10                      \$23,326.55      #1 – Repair & Replace Equipment**

**From:**  
**Resolution 4/20/12                      \$14,560.00      #1 – Fire & Life Safety**

**To:**  
**Resolution 6/2/11                      \$14,560.00      #1 – Fire & Life Safety**

Priority: Financial Strength of the System

Goal: 3. Strengthen fiscal, environmental, technological and physical resources

Strategy j. Maintain facilities and improve physical environment.

Peru State seeks approval for the reallocation of the funds as identified above to allow for the cost of the Centennial Complex Fire Alarm System upgrade. This action, along with the one in Item 4.7, will assure funds are available for the Centennial Complex project.

In addition, the College has agreed not to spend the following balances that remain in resolutions to assure adequate surplus fund balances.

**FROM:**  
**Resolution      4/20/12                      \$ 5,000.00                      #5 Repair & Replacement of Food Service**  
**Equipment**

**FROM:**  
**Resolution      4/20/12                      \$26,673.45                      #3 Repair & Replacement of Maintenance**  
**Equipment**

**Fiscal, Facilities & Audit Committee**

*Bill Roskens, Chair*  
*John Chaney*

January 15, 2013

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**ACTION:        Approve \$110,000 Increase in Contingency Maintenance Allocation for  
                  Chadron State and \$200,000 for Peru State**

Priority: Financial Strength of the System

Goal:     3.    Strengthen fiscal, environmental, technological and physical resources

Strategy:    j.    Maintain facilities and improve physical environment

---

Chadron State requests an increase of \$110,000 in its 2012-2013 contingency maintenance allocation to pay for the installation of meters, building management system controllers, and software to create a campus wide energy monitoring system. CSC has demonstrated that its Revenue Bond Surplus Fund can support the additional allocation. The Chancellor was authorized to sign the contract for this project at the November 16, 2012 Board meeting.

Peru State requests an increase of \$200,000 in its 2012-13 contingency maintenance allocation for the Centennial Complex Fire Alarm Systems upgrade. The Chancellor was authorized to sign the contract for this project at the September 7, 2012 Board meeting. This additional funding will be a part of the funding for that contract.

The System Office recommends approval of these allocation increases.



**Fiscal, Facilities & Audit Committee**

*Bill Roskens, Chair*  
*John Chaney*

January 15, 2013

---

**ACTION: Accept and Approve Design Development Documents for the Football Field and Track Improvements Project at Wayne State College**

Priority: Financial Strength of the System

Goal: 3. Strengthen fiscal, environmental, technological and physical resources

Strategy j. Maintain facilities and improve physical environment

---

At its November 16, 2012 meeting, the Board approved the Program Statement for the football field turf and track improvement project at Wayne State College. The Clark Enersen Partners (TCEP), in consultation with WSC, have provided the Design Development concepts in preparation for issuing construction documents. With the Board's acceptance and approval, the project will be ready for bidding in early spring, so that construction can occur over the summer of 2013. TCEP will present the plan to the Board at approximately 11:25 a.m. on Tuesday, January 15, 2013.

Sources of the funding for the project include the Athletic Facilities Grant, WS Foundation support, and cash funds.

The System Office and WSC recommend approval of the Design Development plan, contingent upon addressing any questions and concerns of the Board.

**Fiscal, Facilities & Audit Committee**

*Bill Roskens, Chair*  
*John Chaney*

January 15, 2013

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**ACTION:       Accept and Approve Design Development Documents for the Soccer Field Expansion Project at Wayne State College**

Priority: Financial Strength of the System

Goal:    3.   Strengthen fiscal, environmental, technological and physical resources

Strategy       j.   Maintain facilities and improve physical environment

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The Clark Enersen Partners (TCEP), in consultation with WSC, have prepared Design Development documents in support of the widening and improving of the grass soccer field at WSC. The Board approved the program statement for this project at its November 16, 2012 meeting. The anticipated timing for these improvements would include preparation of bidding documents for an early spring bid date, with work to be accomplished over the summer of 2013.

Funding will come from Wayne State Foundation support and cash funds. With the Board's acceptance and approval, the project will be allowed to move forward. TCEP will present the plan to the Board at approximately 11:50 a.m. on Tuesday, January 15, 2013.

The System Office and WSC recommend approval of the Design Development plan, contingent upon addressing any questions and concerns of the Board.

**Fiscal, Facilities & Audit Committee**

*Bill Roskens, Chair*  
*John Chaney*

January 15, 2013

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**ACTION: First & Final Round Approval of Revisions to Board Policy 8065; Capital Construction; Contracts; Approvals**

Priority: Financial Strength of the System

Goal: 3. Strengthen fiscal, environmental, technological and physical resources

Strategy: g. Continually find ways to stretch limited resources as far as possible

---

The revisions to Board Policy 8065 will bring the policy in line with current practice of Chancellor approved contracts being reported as information item(s) at a subsequent Board meeting instead of reported in the Chancellor's report as indicated in the current policy.

The System Office recommends approval of the revisions to policy 8065 and a copy is attached.

## 4.10.-2

### FACILITIES, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 8065 Capital Construction; Contracts; Approvals**

**Page 1 of 2**

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#### BOARD POLICY

The Board ~~of Trustees~~ is responsible for all capital construction contracts. No contract may commit funds for a project until the fund resource has been identified and approved by the Board ~~of Trustees~~ with the exception of Task Force for Building Renewal (309) funds which require approval by the Chancellor. ~~-While Task Force projects must follow all other requirements in this policy, unless otherwise noted, 309 funding does not have to be accepted by the Board prior to committing funds in accordance with this policy. -Further, for state-funded projects, the appropriation must have been received before construction contracts are submitted for approval. -For revenue bond projects, bond proceeds or Surplus Funds must be available and their expenditure approved by the Board before construction contracts are submitted for approval.~~

The following types of contracts are to be submitted to the Board for approval:

1. Construction contracts and land purchases amounting to one hundred thousand dollars (\$100,000) or more with the following exception if approval is critical to the schedule of the project:

The Chancellor shall be authorized to approve construction contracts and land purchases above one hundred thousand dollars (\$100,000) so long as the Board has authorized the project and compliance with all specifications, bidding and contract procedures has taken place. ~~-Notification of these approvals shall be provided~~ as an information item in the Chancellor's report to the Board, at a subsequent ~~Board~~ meeting.

2. Any contract or agreement with an engineer or architect, if the fee would exceed fifty-five thousand dollars (\$55,000).
3. Contract change orders involving additional expenditure over twenty thousand dollars (\$20,000). ~~-Total change order amount shall include increases to architect or engineer fees, construction contract, equipment purchases and all other miscellaneous expenditure items related to that change order.~~

If approval of the change order is critical to the schedule of the project, change orders involving an expenditure in the range from twenty thousand dollars (\$20,000) up to and including sixty thousand dollars (\$60,000) may be approved by the Chancellor and such action reported for ratification at the next Board meeting.

The Chancellor is authorized to sign all of the above documents on behalf of the Board once the required approval has been received and the documents signed by the contractor and the ~~College~~ President.

The President ~~of each College~~, or his/her designee is delegated the responsibility for bidding, negotiating and signing on behalf of the Board the following types of construction contracts and change orders:

1. Any contract for the construction, alteration, renovation, remodeling, repair, or demolition of any building or other improvement to real property under which payment by the ~~college~~ College will not exceed one hundred thousand dollars (\$100,000).
2. Contracts with architects or engineers where the fee will be less than fifty-five thousand dollars (\$55,000).
3. Contract change orders involving each additional expenditure under twenty thousand dollars (\$20,000).

## FACILITIES, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 8065 Capital Construction; Contracts;  
Approvals**

**Page 2 of 2**

Appropriate bidding/contracting procedures will be followed in all circumstances. -Contracts for construction-type projects of less than one hundred thousand dollars (\$100,000), architectural/engineering contracts whereby the fee is less than fifty-five thousand dollars (\$55,000) and contract change orders amounting to less than twenty thousand dollars (\$20,000) shall be reported by the College at the next Board meeting in a format developed by the System Office.

All contracts for construction and other related services in excess of one hundred thousand dollars (\$100,000) will be reviewed and approved by the legal counsel prior to submission to the Board for consideration and action. Contract forms developed by the System Office shall be used for all construction projects and other related services where the cost will be less than one-hundred thousand dollars (\$100,000).

Legal Reference:	RRS 85-304	Board of trustees; powers; enumerated.
	RRS 85-306	State Colleges; presidents; duties.
	RRS 85-316	State Colleges; funds; contingencies; disbursements; travel expenses
	RRS 85-325	Construction projects; board of trustees; powers.

Policy Adopted:	3/11/94
Policy Revised:	6/19/98
Policy Revised:	4/13/00
Policy Revised:	2/12/04
Policy Revised:	9/15/06
Policy Revised:	9/14/07

Policy Revised:

**Fiscal, Facilities & Audit Committee**

*Bill Roskens, Chair*  
*John Chaney*

January 15, 2013

**ACTION: Approve the Following Contract and Change Orders as Submitted by the Wayne State**

Wayne State

- Football Field & Track Surface (design & construction documents) – \$64,050

Priority: Financial Strength of the System

Goal: 3. Strengthen fiscal, environmental, technological and physical resources

Strategy: j. Maintain facilities and improve physical environment

Board policies 7015, 7016 and 8065 require that the following types of contracts and change orders be submitted to the Board for approval.

**CONTRACTS** – a) construction contracts for more than \$100,000; b) architect/engineer fees of more than \$40,000; c) consultant contracts for more than \$50,000; and d) exempt contracts exceeding \$50,000.

<b>Wayne State</b>	
Location on Campus:	Football Field and Track Surface
Contracted Work:	Design & Construction Documents
Contract Amount:	\$64,050
Fund Source:	Cash
Contractor:	The Clark Enersen Partners

**Academic & Personnel Committee**

*Gary Bieganski, Chair*  
*Roger Breed*

January 15, 2013

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**Reports of Personnel Actions  
(For Information Only)**

Priority: Educational Excellence Throughout the System  
Goal: 3. Recruit, retain and invest in excellent faculty and staff

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Board Policy 5021 states that all full-time (0.75 FTE or more) and part-time (less than .75 FTE) personnel appointments, overload assignments and summer school contract extensions be approved by the Presidents and reported to the Chancellor. The reports are included in the Board materials to establish a record of such action.

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Chadron State College****MEETING DATE: January 15, 2013****RANKED FACULTY****(FULL-TIME/.75 FTE OR MORE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Bogner, Michael	Justice Studies	Associate Professor	50% of Annual Salary 25,500.00 (prorated) 51,000.00	State	08/16/2013 - 05/10/2014	1.00	Sabbatical; Academic Year	Specific
Gallegos, Nathaniel	Business	Assistant Professor		State	01/04/2013 - 05/04/2013	1.00	New Appointment; Replaces Jamie Waldo	Special
Hoffman, William	Health, Physical Education & Recreation	Assistant Professor	Annual Salary	State	08/16/2013 - 12/13/2013	1.00	Leave of Absence; SCEA Agreement	Special

**UNIONIZED PROFESSIONAL STAFF****(FULL-TIME/.75 FTE OR MORE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Omelanduk, Joy	Project Coordinator	NA	21,369.56 (prorated) 34,400.00	State	11/19/2012 - 06/30/2013	1.00	New Appointment	Special

**NON-UNIONIZED PROFESSIONAL STAFF****(FULL TIME/.75 FTE OR MORE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Russell, Beverly	Interim Director of Library	NA	29,982.14	State	12/04/2012 - 06/30/2013	0.447	Appointment; Replaces Milton Wolf	Special
Smith, Brad	Athletic Director	NA	4,312.43	State - Camp	05/30/2012 - 06/13/2012	NA	Athletic Camp Duties	NA

**RANKED FACULTY****(OVERLOAD AND SUMMER SCHOOL APPOINTMENTS)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Basnet, Hem	Business	Assistant Professor	840.42	State	10/22/2012 - 12/14/2012	NA	Over 30 in an online course - ECON 232-79B1 - 3 students	NA
Bruehlman, August	Business	Associate Professor	1,500.00	State	10/22/2012 - 12/14/2012	NA	Online course development; MGMT 610	Special
Carey, Charles	Music	Instructor	1,960.98	State	10/22/2012 - 12/14/2012	NA	Over 30 in an online course - MUS 235-79B1 - 7 students	NA
Cavin, Scott	Visual & Performing Arts	Assistant Professor	750.00	State	10/04/2012 - 10/24/2012	NA	15 hrs event assistance; \$50/hour	Special
Cavin, Scott	Visual & Performing Arts	Assistant Professor	1,150.00	State	08/01/2012 - 09/30/2012	NA	23 hrs event assistance; \$50/hour	Special



**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: Chadron State College**  
**MEETING DATE: January 15, 2013**

<b>RANKED FACULTY</b> (OVERLOAD AND SUMMER SCHOOL APPOINTMENTS)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Cavin, Scott	Visual & Performing Arts	Assistant Professor	800.00	State	11/01/2012 - 11/30/2012	NA	16 hrs event assistance; \$50/hour	Special
Ellington, H. Elisabeth	English & Humanities	Assistant Professor	250.00	State	10/22/2012 - 12/14/2012	NA	Hybrid Course; READ 125-89B1	Special
Haugland, Jerry	Business	Professor	1,778.39	State	10/22/2012 - 12/14/2012	NA	Over 30 in an online course - ACTG 532-79B1 - 5 students	NA
Haugland, Jerry	Business	Professor	2,241.12	State	10/22/2012 - 12/14/2012	NA	Over 30 in an online course - ACTG 241-79B1 - 8 students	NA
Limbach, Barbara	Business	Professor	711.36	State	10/22/2012 - 12/14/2012	NA	Over 30 in an online course - BA 560-79B1 - 2 students	NA
Limbach, Barbara	Business	Professor	280.14	State	10/22/2012 - 12/14/2012	NA	Over 30 in an online course - BA 331-79B1 - 1 student	NA
Schaefer, George	Music	Professor	2,241.12	State	10/22/2012 - 12/14/2012	NA	Over 30 in an online course - MUS 330-79B1 - 8 students	NA
Stack, Robert	Mathematical Sciences	Professor	75.00	State	11/5/2012	NA	Refereeing Basketball Scrimmage	Special
Stack, Robert	Mathematical Sciences	Professor	538.30	State	11/22/2012 - 11/25/2012	NA	Bus Driver for Men's Basketball	Special
Waugh, Wendy	Business	Professor	2,241.12	State	10/22/2012 - 12/14/2012	NA	Over 30 in an online course - BIS 231-79B1 - 8 students	Special

<b>NON-RANKED FACULTY</b> (PART-TIME/LESS THAN .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Lewis, Christina	Athletics; Graduate Assistant	NA	3,000.00	State	08/20/2012 - 11/20/2012	0.25	Resignation	NA
McLain, Jacob	Graduate Assistant	NA	75.00	State	11/5/2012	NA	Refereeing Basketball Scrimmage	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Chadron State College****MEETING DATE: January 15, 2013****NON-UNIONIZED PROFESSIONAL STAFF****(PART-TIME/LESS THAN .75 FTE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
McLain, Joseph	Game Management Assistant	NA	75.00	State	11/5/2012	NA	Refereeing Basketball Scrimmage	Special

**UNIONIZED SUPPORT STAFF****(FULL-TIME/.75 FTE OR MORE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Bergin, Patrick	Custodian	NA	1,659.00	State	10/15/2012 - 11/09/2012	1.00	Resignation	NA
Cummings, Kristol	Office Assistant I	NA	147.91	State	08/17/2012 - 12/21/2012	1.00	Temporary Pay Increase; OA II Position	NA
Enos, Bryan	Maintenance Repair Worker II	NA	2,171.83	State	1/1/2013	1.00	Reclassification	NA
Fitzgerald, Becky	Accounting Clerk II	NA	1,784.00	State	12/3/2012	1.00	New appointment; new FTE	NA
Frederick, Terryl	Maintenance Repair Worker I	NA	11.86	State	10/18/2012	1.00	Temporary Pay Increase; Maint Repair Worker II Position	NA
Norgard, Karl	Custodian	NA	1,659.00	Revenue Bond	11/19/2012	1.00	New appointment; replaces Mel Ainslie	NA
Wait, Terry	Custodian	NA	1,658.50	State	05/09/2011 - 01/02/2013	1.00	Resignation	NA
Weber, Steve	Maintenance Repair Worker I	NA	3.54	State	10/18/2012	1.00	Temporary Pay Increase; Maint Repair Worker II Position	NA

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Peru State College****MEETING DATE: January 15, 2013****RANKED FACULTY****(FULL-TIME/.75 FTE OR MORE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Ahmad, Gul	School of Arts and Sciences	Assistant Professor	\$2,100	State	08/17/12-12/14/12	N/A	Temporary Lab Administration/ Instruction	Special
Griffin, Kenneth	School of Professional Studies	Instructor	\$250	State	01/07/13-05/03/13	.10 AY	Blended Courses CMIS 495 000A and 049A	Special
Griffin, Kenneth	School of Professional Studies	Instructor	\$500	State	01/07/13-05/03/13	.20 AY	Blended Courses: CMIS 210 00A and 049A; CMIS 360 000A and 049A	Special
Jackson, Alan	School of Professional Studies	Assistant Professor	\$250	State	01/07/13-05/03/13	.10 AY	Blended Courses BUS 491 000A and 049A	Special
Knape, Aaron	School of Professional Studies	Instructor	\$750	State	01/07/13-05/03/13	.30 AY	Blended Courses: BUS 338 000A and 049A; BUS 451 000A and 049A; BUS 471 000A and 049A	Special
Parriott, Lisa	School of Professional Studies	Instructor	\$250	State	01/07/13-05/03/13	.10 AY	Blended Courses CMIS 420 000A and 049A	Special
Pemberton, Heather	School of Professional Studies	Instructor	\$500	State	01/07/13-05/03/13	.20 AY	Blended Courses: BUS 372 000A and 049A; BUS 420 000A and 049A	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Peru State College****MEETING DATE: January 15, 2013****UNIONIZED PROFESSIONAL STAFF****(FULL-TIME/.75 FTE OR MORE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Christiansen, Heath	IT Specialist	N/A	\$3,438	State	10/22/12-12/14/12	.10 AY	CMIS 101 049Y	Special

**NON-UNIONIZED PROFESSIONAL STAFF****(FULL TIME/.75 FTE OR MORE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Becker, Roger	Library Director	N/A	\$72,203	State	05/13/03-08/16/13	1 FY	Retirement	N/A
Clopton, Deb	Research Technician	N/A	\$2,800	State	01/07/13-05/03/13	.13 AY	BIOL 101 000B, BIOL 101 000C	Special
Galardi, Gregory	Dean, School of Professional Studies	N/A	\$2,100	State	01/07/13-05/03/13	.10 AY	CJUS 340 000A	Special
Galardi, Gregory	Dean, School of Professional Studies	N/A	\$4,458	State	10/22/12-12/14/12	.10 AY	BUS 414 049Y	Special
Johnson, Derby	Interim Vice President for Administration and Finance	N/A	\$105,000 pro-rated	State	10/01/12-06/30/13	1 FY	Appointment	Special
Seay, Gregory	Dean, Graduate Studies	N/A	\$1,908	State	10/22/12-12/14/12	.10 AY	EDUC 530 049Y	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Peru State College****MEETING DATE: January 15, 2013****NON-RANKED FACULTY****(PART-TIME/LESS THAN .75 FTE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Albert, Al	School of Arts and Sciences	N/A	\$4,968	State	08/20/12-12/14/12	.10 AY	PSYC 121 49EE	Special
Albers, Stephanie	School of Professional Studies	N/A	\$3,336	State	10/22/12-12/14/12	.10 AY	PSYC 121 049Y	Special
Albers, Stephanie	School of Professional Studies	N/A	\$4,764	State	10/22/12-12/14/12	.10 AY	PSCY 450 049Y	Special
Anderson, Josh	School of Arts and Sciences	N/A	\$4,560	State	10/22/12-12/14/12	.10 AY	ART 206 049Y	Special
Bennett, Pam	School of Arts and Sciences	N/A	\$1,500	State	08/20/12-12/14/12	.10 AY	SOC 201 49EE	Special
Benscoter, Andrew	School of Arts and Sciences	N/A	\$3,336	State	10/22/12-12/14/12	.10 AY	ENG 201 049Y	Special
Cartagena, Teresa	School of Education	N/A	\$3,540	State	10/22/12-12/14/12	.10 AY	SPED 353 00Z	Special
Craver, Susan	School of Professional Studies	N/A	\$2,826	State	10/22/12-12/14/12	.10 AY	BUS 348 049Y	Special
DeFrain, Debbie	School of Arts and Sciences	N/A	\$2,800	State	01/07/13-05/03/13	.13 AY	MUSC 112 000A, MUSC 251 000A	Special
Dreier, Libby	School of Education	N/A	\$2,622	State	10/22/12-12/14/12	.10 AY	EDUC 255 49Y	Special
Dunekacke, Susan	School of Arts and Sciences	N/A	\$2,100	State	01/07/13-05/03/13	.10 AY	ENG 201 000B	Special
Falcon, Lori	Graduate Programs	N/A	\$2,724	State	10/06/12-11/02/12	.10 AY	EDUC 553 0HBX	Special
Gosch, Robert	School of Arts and Sciences	N/A	\$3,030	State	08/20/12-12/14/12	.10 AY	HIST 114 49EE	Special
Green, Mary Jane	School of Professional Studies	N/A	\$4,560	State	10/22/12-12/14/12	.10 AY	BUS 201 049Y	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Peru State College****MEETING DATE: January 15, 2013****NON-RANKED FACULTY****(PART-TIME/LESS THAN .75 FTE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Hoehn, Jorga	School of Education	N/A	\$1,884	State	10/22/12-12/14/12	.07 AY	HPER 101 49Y	Special
Jacobsen, Linda	School of Professional Studies	N/A	\$4,560	State	10/22/12-12/14/12	.10 AY	BUS 380 049Y	Special
Jarvis, Matthew	School of Professional Studies	N/A	\$2,600	State	01/07/13-05/03/13	.10 AY	CJUS 340 000A	Special
Kearney, James	School of Arts and Sciences	N/A	\$4,200	State	01/07/13-05/03/13	.20 AY	HIST 114 000B, HIST 202 000A	Special
Kearney, James	School of Arts and Sciences	N/A	\$4,458	State	10/22/12-12/14/12	.10 AY	HIST 113 049Y	Special
Kuchera, Evan	School of Arts and Sciences	N/A	\$6,080	State	10/22/12-12/14/12	.10 AY	ESCI 240 049Y	Special
Lee, Chris	School of Arts and Sciences	N/A	\$3,030	State	10/22/12-12/14/12	.10 AY	HIST 202 049Y	Special
McGee, Mary Karol	Graduate Programs	N/A	\$2,112	State	10/22/12-12/14/12	.10 AY	EDUC 556 049Y	Special
Moss, Louise	School of Arts and Sciences	N/A	\$4,152	State	08/20/12-12/14/12	.10 AY	ENG 101 49EE	Special
Moss, Louise	School of Arts and Sciences	N/A	\$750	State	08/20/12-12/14/12	.10 AY	ENG 202 49EE	Special
Odum, Jay	School of Professional Studies	N/A	\$3,846	State	10/22/12-12/14/12	.10 AY	CJUS 340 049Y	Special
Pratt, Devri	School of Education	N/A	\$700	State	08/20/12-12/14/12	.03 AY	Student Teacher Supervision	Special
Radell, David	School of Arts and Sciences	N/A	\$4,560	State	10/22/12-12/14/12	.10 AY	STAT 210 049Y	Special
Roberts, Laura	School of Professional Studies	N/A	\$4,050	State	10/22/12-12/14/12	.10 AY	PSYC 250 049Y	Special
Snyder, Randall	School of Arts and Sciences	N/A	\$4,560	State	10/22/12-12/14/12	.10 AY	MUSC 215 049Y	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Peru State College****MEETING DATE: January 15, 2013****NON-RANKED FACULTY****(PART-TIME/LESS THAN .75 FTE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Tiner, John	School of Arts and Sciences	N/A	\$4,560	State	10/22/12-12/14/12	.10 AY	PSYC 345 049Y	Special
Tracy, Brenda	School of Education	N/A	\$1,398	State	10/22/12-12/14/12	.10 AY	SPED 200 49Y	Special
VanGundy, Terry	School of Arts and Sciences	N/A	\$4,200	State	01/07/13-05/03/13	.20 AY	ART 308 000A, ART 312 000A	Special
Weninger, Hope	School of Professional Studies	N/A	\$4,458	State	10/22/12-12/14/12	.10 AY	BUS 373 049Y	Special
Young, Devin	School of Arts and Sciences	N/A	\$4,200	State	01/07/13-05/0/13	.20 AY	SPCH 152 000B, SPCH 355 0000A	Special
Young, Devin	School of Arts and Sciences	N/A	\$4,458	State	10/22/12-12/14/12	.10 AY	ENG 202 049Y	Special

**UNIONIZED SUPPORT STAFF****(FULL-TIME/.75 FTE OR MORE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Ellner, Janice	Office Assistant III	N/A	\$3,315/mo.	State	09/23/85-06/30/13	1 FY	Retirement	N/A
Murphy, Chuck	Electrician	N/A	From \$2,231 to \$2,380	State	10/01/11-10/31/12; adjusted salary effective 11/01/12	1 FY	Reclassified from MRW III	N/A

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Wayne State College****MEETING DATE: January 15, 2013**

<b>RANKED FACULTY</b> (FULL-TIME/.75 FTE OR MORE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Brummels, J. V.	School of Arts and Humanities; Language and Literature Department	Associate Professor	Annual Salary	State	8/16/13 – 5/13/14	1.0	Sabbatical Academic Year (half-time)	Special
Conway, Kathleen	School of Education and Counseling; Counseling and Special Education Department	Professor	Annual Salary	State	8/16/13 – 12/17/13	1.0	Sabbatical for Fall 2013	Special
Hansen, Pearl	School of Arts and Humanities; Art and Design Department	Professor	Annual Salary	State	1/13/14 – 5/13/14	1.0	Sabbatical for Spring 2014	Special
Mudge, Marilyn	School of Education and Counseling; Educational Foundations and Leadership	Professor	\$73,249.00	State	8/26/91 – 5/8/13	1.0	Retirement	N/A
Paxton, John	School of Business and Technology; Business and Economics Department	Professor	Annual Salary	State	1/13/14 – 5/13/14	1.0	Sabbatical for Spring 2014	Special
Renzelman, John	School of Business and Technology; Technology and Applied Sciences	Professor	\$84,370.00	State	8/26/84 – 5/8/13	1.0	Retirement	N/A



**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Wayne State College****MEETING DATE: January 15, 2013**

<b>UNIONIZED PROFESSIONAL STAFF (FULL-TIME/.75 FTE OR MORE)</b>								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
DePew, Kim	Assistant Coach	N/A	\$7,766.66	State-Camp	6/4-5, 25-26, 29/12; 7/9-11, 13/12	N/A	Summer Camp Assignment	N/A
Eby, Jessica	Admissions Representative	N/A	\$28,909.00	State	9/20/10 – 1/11/13	1.0	Resignation	N/A
Kielsmeier, Kelly	Assistant Coach	N/A	\$2,479.50	State-Camp	5/30/12; 6/6, 11-16, 20, 27/12	N/A	Summer Camp Assignment	N/A
McLaughlin, Lindsay	Compliance Coordinator	N/A	35,938.00	State/ Revenue Bond	7/1/10 – 11/20/12	1.0	Resignation	N/A
McLaughlin, Scott	Assistant Coach	N/A	\$3,202.47	State-Camp	6/17-19, 24-26/12	N/A	Summer Camp Assignment	N/A
McMenamin, John	Football Offensive Coordinator	N/A	\$2,982.95	State-Camp	6/17-19, 24-26/12	N/A	Summer Camp Assignment	N/A
Pugliese, John	Assistant Coach	N/A	\$2,263.71	State-Camp	6/2, 4-7, 9, 23/12	N/A	Summer Camp Assignment	N/A
Quance, Marilyn	Librarian – Technical Services	N/A	\$1,480.00	State	8/20/12 – 12/14/12	.067	IDS 196-00W0	Special
Quance, Marilyn	Librarian – Technical Services	N/A	\$500.00	State	8/20/12 – 12/14/12	.033	IDS 196-00W1	Special
Rosebrock, Wyatt	IT Analyst	N/A	\$48,800.00	State	7/11/08 – 11/30/12	N/A	Resignation	N/A
Vick, Sr., Ron	Counselor	N/A	\$740.00	State	1/7/13 – 3/1/12	.033	IDS 196-00W1	Special
Wood, Alex	Football Defensive Coordinator	N/A	\$3,967.25	State-Camp	6/17-19, 24-26/12	N/A	Summer Camp Assignment	N/A

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Wayne State College****MEETING DATE: January 15, 2013**

<b>NON-UNIONIZED PROFESSIONAL STAFF</b> (FULL-TIME/.75 FTE OR MORE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Driskell, Sandra	Director of STRIDE	N/A	\$47,000.00; prorated \$23,500.00	Grant	1/1/13 – 8/31/13	1.0	New hire, replaced Renee Krusemark	Special
Kielsmeier, Chris	Head Coach	N/A	\$3,754.02	State-Camp	5/30/12; 6/6, 11-16, 20, 27/12	N/A	Summer Camp Assignment	N/A
Kneifl, Scott	Head Coach	N/A	\$12,193.21	State-Camp	6/4-25, 25- 26, 29/12; 7/9-11, 13/12	N/A	Summer Camp Assignment	NA

<b>RANKED FACULTY</b> (OVERLOAD AND SUMMER SCHOOL APPOINTMENTS)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Adams, Frank	Educational Foundations and Leadership	Professor	\$715.00	State	8/17/12 – 12/18/12	.10	Directed Study; EDU 698-0060	Special
Agoumba, Darius	Physical Sciences and Mathematics	Associate Professor	\$563.00	State	8/17/12 – 12/18/12	.20	Independent Study; CHE 499-0031, CHE 499-0032	Special
Alexander, Andy	Language and Literature	Professor	\$921.00	State	8/17/12 – 12/18/12	.30	Directed Study; ENG 380-0060, ENG 372-0061, ENG 633-0060	Special
Anderson, Wayne	Art and Design	Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Independent Study; ART 499-0030	Special
Arneson, Patricia	Business and Economics	Professor	\$1,430.00	State	8/17/12 – 12/18/12	.20	Directed Study; BUS 602-0060, BUS 640-0060	Special
Barnes, Johanna	Educational Foundations and Leadership	Assistant Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Independent Study; EDU 499-0030	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Wayne State College****MEETING DATE: January 15, 2013**

<b>RANKED FACULTY (OVERLOAD AND SUMMER SCHOOL APPOINTMENTS)</b>								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Bauer, Jeff	Health, Human Performance and Sport	Professor	\$563.00	State	8/17/12 – 12/18/12	.10	Directed Study; MAT 350-0060	Special
Bertolas, Randy	History, Politics and Geography	Professor	\$1,126.00	State	8/17/12 – 12/18/12	.40	Independent Study; HIS 395-0030, HIS 499-0030, HIS 499-0031, HIS 499-0032	Special
Blankenau, Joseph	History, Politics and Geography	Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Independent Study; POS 395-0030	Special
Blankenau, Joseph	Continuing Education	Professor	\$4,149.00	State	1/9/13 – 4/24/13	.10	SSC 310-SS80	Special
Bohnert, David	Music	Professor	\$563.00	State	8/17/12 – 12/18/12	.133	Independent and Directed Study; MUS 422-0060, MUS 499-0030	Special
Bondhus, JoAnn	Business and Economics	Professor	\$5,432.00	State	1/7/13 – 5/8/13	.10	BUS 222-0002	Special
Brummels, J. V.	Language and Literature	Associate Professor	\$1,116.00	State	8/17/12 – 12/18/12	.333	Independent Study; ENG 395-0030, ENG 600-0060, ENG 699-0030, ENG 699-0031	Special
Buryanek, Don	Technology and Applied Sciences	Assistant Professor	\$563.00	State	8/17/12 – 12/18/12	.10	Directed Study; ITE 309-0060	Special
Buryanek, Don	Technology and Applied Sciences	Assistant Professor	\$1,174.00	State	1/7/13 – 5/8/13	.03	ITE 214-0001, ITE 214-0002, ITE 307-0001	Special
Buryanek, Don	Computer Technology and Information Systems	Assistant Professor	\$3,912.00	State	1/7/13 – 5/8/13	.10	CIS 171-0001	Special
Butler, Katherine	Language and Literature	Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Directed Study; ENG 372-0060	Special
Calkin, Joshua	Music	Instructor	\$470.00	State	8/17/12 – 12/18/12	.033	Directed Study; MUS 421-0060	Special
Campbell, Paul	Continuing Education	Professor	\$5,397.00	State	1/8/13 – 4/23/13	.10	CJA 444/544-SS80	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Wayne State College****MEETING DATE: January 15, 2013**

<b>RANKED FACULTY (OVERLOAD AND SUMMER SCHOOL APPOINTMENTS)</b>								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Christensen, Chad	Language and Literature	Interim Instructor	\$282.00	State	8/17/12 – 12/18/12	.10	Directed Study; ENG 221-0060	Special
Christensen, Doug	Life Sciences	Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Independent Study; BIO 395-0030	Special
Conley, Donovan	Health, Human Performance and Sport	Professor	\$1,072.00	State	8/17/12 – 12/18/12	.10	Directed Study; PED 551-0060	Special
Conway, Gerald	Business and Economics	Associate Professor	\$5,111.00	State	1/7/13 – 5/8/13	.10	BUS 362-00H0	Special
Dalal, Meenakshi	Continuing Education	Professor	\$6,590.00	State	1/7/13 – 5/3/12	.10	BUS 650-00W0	Special
Dendinger, Laura	Continuing Education	Professor	\$5,148.00	State	1/7/13 – 5/3/13	.10	BUS 620-00W0	Special
Dilliard, Kelly	Physical Sciences and Mathematics	Assistant Professor	\$563.00	State	8/17/12 – 12/18/12	.10	Directed Study; EAS 430-0060	Special
Dilliard, Kelly	Continuing Education	Assistant Professor	\$3,104.00	State	1/7/13 – 5/3/13	.10	PHS 102-00W0/00W1	Special
Dinsmore, Janice	Educational Foundations and Literature	Assistant Professor	\$715.00	State	8/17/12 - 12/18/12	.20	Directed Study; EDU 516-0060, EDU 693-0060	Special
Elliott, Steven	Art and Design	Associate Professor	\$563.00	State	8/17/12 – 12/18/12	.20	Independent and Directed Study; ART 371-0060, ART 395-0003	Special
Elliott, Steven	Continuing Education	Associate Professor	\$3,316.00	State	1/7/13 – 5/3/13	.19	ART 102-00W0	Special
Ellis, Susan	Sociology, Psychology and Criminal Justice	Professor	\$563.00	State	8/17/12 – 12/18/12	.10	Directed Study; SOC 445-0060	Special
Erwin, Carol	Technology and Applied Sciences	Instructor	\$563.00	State	8/17/12 – 12/18/12	.20	Independent Study; FCS 395-0031, FCS 499-0030	Special
Erwin, Carol	Technology and Applied Sciences	Instructor	\$249.00	State	1/7/13- 5/8/13	.01	FCS 205-0001	Special
Everett, Pamela	Sociology, Psychology and Criminal Justice	Assistant Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Independent Study; CJA 499-0030	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Wayne State College****MEETING DATE: January 15, 2013**

<b>RANKED FACULTY (OVERLOAD AND SUMMER SCHOOL APPOINTMENTS)</b>								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Franklin, Laura	Counseling and Special Education	Assistant Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Directed Study; SPD 430-0060	Special
Garvin, Tim	Computer Technology and Information Systems	Professor	\$639.00	State	8/17/12 – 12/18/12	.20	Directed Study; BUS 665-0060, CIS 480-0060	Special
Garvin, Tim	Continuing Education	Professor	\$5,713.00	State	1/7/13 – 5/3/13	.10	BUS 652-00W0	Special
Greene, Todd	Sociology, Psychology and Criminal Justice	Assistant Professor	\$563.00	State	8/17/12 – 12/18/12	.10	Directed Study; SOC 480-0060	Special
Hansen, Pearl	Educational Foundations and Leadership	Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Directed Study; EDU 409-0060	Special
Hepworth, Elise	Music	Assistant Professor	\$1,689.00	State	8/17/12 – 12/18/12	.433	Independent and Directed Study; MUS 395-0030, MUS 395-0031, MUS 444-0060, MUS 499-0031, MUS 499-0032,	Special
Herling, Lourdes	Computer Technology and Information Systems	Associate Professor	\$1,841.00	State	8/17/12 – 12/18/12	.60	Independent and Directed Study; CIS 360-0060, CIS 499-0030, CIS 695-0030, CSC 499-0030, CSC 499-0031, CSC 695-0030	Special
Hickey, Donald	History, Politics and Geography	Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Directed Study; HIS 444-0061	Special
Hill, Kevin	Health, Human Performance and Sport	Associate Professor	\$563.00	State	8/17/12 – 12/18/12	.20	Directed Study; PED 346-0060, PED 407-0060	Special
Hinnerichs, Kristi	Health, Human Performance and Sport	Associate Professor	\$639.00	State	8/17/12 – 12/18/12	.20	Independent and Directed Study; PED 130-0060, PED 695-0030	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: Wayne State College**  
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<b>RANKED FACULTY (OVERLOAD AND SUMMER SCHOOL APPOINTMENTS)</b>								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Irlmeier, Joni	Educational Foundations and Leadership	Assistant Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Independent Study; EDU 395-0030	Special
Jensen, Gwen	Communication Arts	Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Directed Study; CNA 432-0060	Special
Karr, Paul	Physical Sciences and Mathematics	Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Independent Study; CHE 499-0033	Special
Karsky, Jason	Continuing Education	Professor	\$4,070.00	State	1/7/13 – 4/29/13	.10	CJA 325-SS80	Special
Kolbeck, Karl	Music	Assistant Professor	\$376.00	State	8/17/12 – 12/18/12	.10	Directed Study; MUS 403-0060, MUS 427-0060	Special
Langlie-Willers, Pamela	Technology and Applied Sciences	Associate Professor	\$320.00	State	1/7/13 – 5/8/13	.01	FCS 316-0001	Special
Lichty, Dennis	Educational Foundations and Leadership	Professor	\$563.00	State	8/17/12 – 12/18/12	.20	Independent and Directed Study; EDU 395-0032, EDU 423-0060	Special
Lindberg, Judith	Technology and Applied Sciences	Professor	\$2,046.00	State	8/17/12 – 12/18/12	.567	Independent and Directed Study; FCS 308-0060, FCS 318-0060, FCS 395-0030, FCS 410-0060, FCS 499-0031, FCS 695-0030	Special
Lindberg, Judith	Technology and Applied Sciences	Professor	\$5,644.00	State	1/7/13 – 5/8/13	.12	FCS 202-0001, FCS 318-0001	Special
Lofgren, Ronald	Music	Associate Professor	\$563.00	State	8/17/12 – 12/18/12	.033	Directed Study; MUS 444-0060	Special
Loggins, Ronald	Life Sciences	Assistant Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Independent Study; BIO 395-0031	Special
Lutt, Patricia	Business and Economics	Professor	\$4,095.00	State	1/7/13 – 5/8/13	.10	BUS 396-0001	Special

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<b>RANKED FACULTY (OVERLOAD AND SUMMER SCHOOL APPOINTMENTS)</b>								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Marek, Michael	Communication Arts	Associate Professor	\$1,126.00	State	8/17/12 – 12/18/12	.30	Independent and Directed Study; CNA 457-0060, CNA 457-0061, CNA 499-0031	Special
McElwain, David "Max"	Communication Arts	Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Directed Study; CNA 458-0060	Special
Meyer, Jeffrey	Health, Human Performance and Sport	Instructor	\$563.00	State	8/17/12 – 12/18/12	.10	Independent Study; PED 499-0030, PED 499-0031	Special
Miller, Daniel	Sociology, Psychology and Criminal Justice	Associate Professor	\$358.00	State	8/17/12 – 12/18/12	.10	Directed Study; PSY 600-0060	Special
Miller, Daniel	Continuing Education	Associate Professor	\$3,936.00	State	1/7/13 – 5/3/13	.10	PSY 444/544-00W0	Special
Miller, Kevin	Technology and Applied Sciences	Associate Professor	\$2,714.00	State	1/7/13 – 5/8/13	.07	ITE 202-0001, ITE 211-0001, ITE 308-0001	Special
Murphy, Rich	Communication Arts	Instructor	\$563.00	State	8/17/12 – 12/18/12	.20	Independent Study; CNA 499-0030, CNA 395-0030	Special
Nelson, Jeryl	Continuing Education	Professor	\$5,570.00	State	1/7/13 – 5/3/13	.10	BUS 690-00W0	Special
Newcomb, Lori	Language and Literature	Instructor	\$282.00	State	8/17/12 – 12/18/12	.10	Independent Study; ENG 395-0031	Special
Nicholson, Lori	Computer Technology and Information Systems	Associate Professor	\$639.00	State	8/17/12 – 12/18/12	.20	Independent Study; CSC 499-0032, CSC 695-0031	Special
Nordstrom, Susan	Educational Foundations and Leadership	Assistant Professor	\$563.00	State	8/17/12 – 12/18/12	.20	Independent and Directed Study; EDU 332-0060, EDU 395-0031	Special
Parker, Charles	Business and Economics	Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Independent Study; BUS 499-0030	Special
Parker, Charles	Continuing Education	Professor	\$5,328.00	State	1/7/13 – 5/3/13	.10	BUS 625-00W0	Special
Peitz, David	Physical Sciences and Mathematics	Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Independent Study; CHE 499-0030	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Wayne State College****MEETING DATE: January 15, 2013**

<b>RANKED FACULTY (OVERLOAD AND SUMMER SCHOOL APPOINTMENTS)</b>								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Ras, Gerard	Continuing Education	Associate Professor	\$4,838.00	State	1/7/13 – 5/3/13	.10	BUS 608-00W0	Special
Rawlings, Lesli	History, Politics and Geography	Assistant Professor	\$563.00	State	8/17/12 – 12/18/12	.20	Directed Study; GEO 320-0060, GEO 370-0060	Special
Renzelman, John	Technology and Applied Sciences	Professor	\$320.00	State	1/7/13 – 5/8/13	.01	ITE 108-0001	Special
Renzelman, John	Continuing Education	Professor	\$5,063.00	State	1/7/13 – 5/3/13	.10	ITE 312-00W0	Special
Sharer, Timothy	Educational Foundations and Leadership	Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Independent Study; EDU 499-0031	Special
Smith, Douglass	Computer Technology and Information Systems	Assistant Professor	\$1,100.00	State	8/17/12 – 12/18/12	.10	CIS 231-0003	Special
Snowden, Monica	Sociology, Psychology and Criminal Justice	Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Independent Study; SOC 395-0030	Special
Strate, Shane	History, Politics and Geography	Assistant Professor	\$1,126.00	State	8/17/12 – 12/18/12	.10	Directed Study; HIS 444-0060	Special
Volk, Gary	Business and Economics	Associate Professor	\$5,382.00	State	1/7/13 – 5/8/13	.10	BUS 240-0001	Special
Walker, Karen	Continuing Education	Professor	\$3,999.00	State	1/7/13 – 5/3/13	.10	PSY 444/544-00W1	Special
Wilcox, Daryl	Counseling and Special Education	Professor	\$3,270.00	State	8/17/12 – 12/18/12	.60	Directed Study; SPD 361-0060, SPD 452-0060, SPD 661-0060, SPD 663-0060	Special
Wilcox, Daryl	Continuing Education	Professor	\$250.00	State	1/7/13 – 3/1/13	n/a	SPD 430-00T1; One distance education receive cite	Special
Worner, Tamara	Physical Sciences and Mathematics	Professor	\$282.00	State	8/17/12 – 12/18/12	.10	Independent Study; MAT 395-0030	Special
Young, Todd	Physical Sciences and Mathematics	Professor	\$563.00	State	8/17/12 – 12/18/12	.20	Directed Study; PHY 410-0060, PHY 440-0060	Special



**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Wayne State College****MEETING DATE: January 15, 2013**

<b>NON-RANKED FACULTY (PART-TIME/LESS THAN .75 FTE)</b>								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Arlt, Darron	Continuing Education	N/A	\$2,220.00	State	1/7/13 – 5/3/13	.10	EDU 250-00W1	Special
Arlt, Darron	Continuing Education	N/A	\$2,220.00	State	1/7/13 – 5/3/13	.10	EDU 250-00W2	Special
Bauer, Lucinda	Business and Economics	N/A	\$4,440.00	State	1/7/13 – 5/8/13	.20	BUS 222-0001, BUS 455-0001	Special
Bauer, Lucinda	Business and Economics	N/A	\$2,220.00	State	1/7/13 – 5/8/13	.10	BUS 122-0001	Special
Blomenkamp, Jean	Continuing Education	N/A	\$2,370.00	State	1/14/13 – 5/3/13	.10	EDU 610-00W0	Special
Bode, Liane	Counseling and Special Education	N/A	\$1,480.00	State	1/7/13 – 5/8/13	.067	CSL 324-0001	Special
Boyer, Chad	Continuing Education	N/A	\$5,550.00	State	1/7/13 – 5/3/13	n/a	Administration #3 Community of Learning	Special
Brasch, Stacy	Continuing Education	N/A	\$2,370.00	State	1/7/13 – 5/3/13	.10	BUS 620-00W1	Special
Curtiss, James	Continuing Education	N/A	\$2,220.00	State	1/7/13 – 5/3/13	.10	EDU 250-00W0	Special
Curtiss, James	Continuing Education	N/A	\$2,370.00	State	1/7/13 – 5/3/13	.10	EDU 674-00W0	Special
Dinslage, Christine	Counseling and Special Education	N/A	\$4,440.00	State	1/7/13 – 5/8/13	.20	CSL 490-0001, CSL 490-0002	Special
Dorcey, Jean	Counseling and Special Education	N/A	\$2,220.00	State	1/7/13 – 5/8/13	.10	SPD 353-0001	Special
Dorcey-McIntosh, Alicia	Counseling and Special Education	N/A	\$2,220.00	State	1/7/13 – 5/8/13	.10	CSL 202-0002	Special
Ebmeier, Sally	Technology and Applied Sciences	N/A	\$2,442.00	State	1/7/13 – 5/8/13	.10	FCS 306-00H0	Special
Emenhiser-Harris, Karen	Continuing Education	N/A	\$2,220.00	State	1/7/13 – 5/3/13	.10	ART 102-00W1	Special
Fillipi, Sheri	Continuing Education	N/A	\$5,550.00	State	1/7/13 – 5/3/13	n/a	Administration #3 Community of Learning	Special
Finney, Patricia	Continuing Education	N/A	\$740.00	State	1/7/13 – 3/1/13	.033	EDU 457/557-00W0	Special
Fleming, Angela	Technology and Applied Sciences	N/A	\$3,774.00	State	1/7/13 – 5/8/13	.17	FCS 305-0001, ITE 211-0001	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Wayne State College****MEETING DATE: January 15, 2013**

<b>NON-RANKED FACULTY (PART-TIME/LESS THAN .75 FTE)</b>								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Gray, Tricia	Continuing Education	N/A	\$5,550.00	State	1/7/13 – 5/3/13	n/a	South Sioux City #9 Community of Learning	Special
Hansen, James	Computer Technology and Information Systems	N/A	\$2,220.00	State	1/7/13 – 5/8/13	.10	CIS 353-0001	Special
Hansen, Mary	Continuing Education	N/A	\$740.00	State	1/9/13 – 4/24/13	.033	EDU 335-SS80	Special
Hansen, Mary	Educational Foundations and Leadership	N/A	\$6,660.00	State	1/7/13 – 5/8/13	.30	EDU 110-0001, EDU 275-0003, EDU 275-0004	Special
Hanson, Cynthia	Continuing Education	N/A	\$2,220.00	State	1/10/13 – 4/25/13	.10	BUS 354-SS80	Special
Hanson, Cynthia	Continuing Education	N/A	\$2,220.00	State	1/7/13 – 5/3/13	.10	BUS 456-00W0	Special
Heaton, Brett	Continuing Education	N/A	\$1,480.00	State	1/9/13 – 4/24/13	.067	EDU 320-SS80	Special
Heikes, Tanya	Educational Foundations and Leadership	N/A	\$4,440.00	State	1/7/13 – 5/8/13	.20	EDU 303-0001, EDU 303-0002	Special
Henning, Mark	Technology and Applied Sciences	N/A	\$2,220.00	State	1/7/13 – 5/8/13	.10	ITE 203-0001	Special
Henriksen, Penelope	Educational Foundations and Leadership	N/A	\$100.00	State	8/17/12 – 12/18/12	n/a	EDU 435	Special
Hill, Amy	Continuing Education	N/A	\$2,220.00	State	1/7/13 – 5/3/13	.10	EDU 302-00W1	Special
Hix, Dave	Continuing Education	N/A	\$740.00	State	1/9/13 – 2/6/13	.033	HSC 345-0080	Special
Hix, Dave	Continuing Education	N/A	\$740.00	State	2/13/13 – 3/20/13	.033	HSC 345-0081	Special
Hochstein, Dale	Educational Foundations and Leadership	N/A	\$2,960.00	State	1/7/13 – 5/8/13	.133	EDU 414-0001, EDU 414-0002, EDU 414-0003	Special
Hodgins, Heidi	Continuing Education	N/A	\$2,220.00	State	1/7/13 – 4/29/13	.10	EDU 275-SS80	Special

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<b>NON-RANKED FACULTY (PART-TIME/LESS THAN .75 FTE)</b>								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Hovland, Mary Anne	Continuing Education	N/A	\$5,550.00	State	1/7/13 – 5/3/13	n/a	Fremont #7 Community of Learning	Special
Janssen, Marci	Counseling and Special Education	N/A	\$2,220.00	State	1/7/13 – 5/8/13	.10	SPD 160-0002	Special
Jindra, Rhonda	Educational Foundations and Leadership	N/A	\$2,220.00	State	1/7/13 – 5/8/13	.10	EDU 406-00H0	Special
Johnson, Brian	Continuing Education	N/A	\$5,550.00	State	1/7/13 – 5/3/13	n/a	South Sioux City #9 Community of Learning	Special
Karlen, Jean	Continuing Education	N/A	\$2,220.00	State	1/8/13 – 4/23/13	.10	SOC 320-SS80	Special
Kleve, Nicholas	Continuing Education	N/A	\$2,220.00	State	1/10/13 – 4/25/13	.10	EDU 423-SS80	Special
Knezevic, Branislava	Counseling and Special Education	N/A	\$3,160.00	State	1/7/13 – 5/8/13	.133	CSL 665-0001, CSL 685-0002	Special
Koehler, Jennifer	Continuing Education	N/A	\$2,220.00	State	1/7/13 – 5/3/13	.10	BUS 367-00W0	Special
Machacek, Darlene	Physical Sciences and Mathematics	N/A	\$6,660.00	State	1/7/13 – 5/8/13	.30	MAT 105-0002, MAT 105-0003, MAT 105-0004	Special
McKenna, Timothy	Continuing Education	N/A	\$2,220.00	State	1/7/13 – 5/3/13	.10	CNA 100-00W0	Special
Miller, Rebecca	Educational Foundations and Leadership	N/A	\$1,480.00	State	1/7/13 – 5/8/13	.067	EDU 320-0001	Special
Niemann, Jill	Continuing Education	N/A	\$5,550.00	State	1/7/13 – 5/3/13	n/a	South Sioux City #9 Community of Learning	Special
O'Leary, Jane	Continuing Education	N/A	\$1,480.00	State	1/7/13 – 5/3/13	.067	EDU 217-00W0	Special
O'Leary, Jane	Continuing Education	N/A	\$2,220.00	State	1/7/13 – 5/3/13	.10	EDU 302-00W0	Special
O'Leary, Jane	Educational Foundations and Leadership	N/A	\$2,220.00	State	1/7/13 – 5/8/13	.10	EDU 320-0001	Special

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<b>NON-RANKED FACULTY (PART-TIME/LESS THAN .75 FTE)</b>								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
O'Leary, Jed	Continuing Education	N/A	\$2,220.00	State	1/7/13 – 5/3/13	.10	MUS 110-00W0	Special
O'Leary, Jed	Continuing Education	N/A	\$2,220.00	State	1/7/13 – 5/3/13	.10	MUS 110-00W2	Special
Owens, Richard	Counseling and Special Education	N/A	\$4,440.00	State	1/7/13 – 5/8/13	.20	SPD 361-0002	Special
Parker, Karen	Computer Technology and Information Systems	N/A	\$740.00	State	1/7/13 – 5/8/13	.033	CIS 231-0003	Special
Peters, Trisha	Business and Economics	N/A	\$2,220.00	State	1/7/13 – 5/8/13	.10	BUS 370-0001	Special
Powicki, Liesel	Continuing Education	N/A	\$1,480.00	State	1/7/13 – 5/3/13	.067	EDU 310-00W1	Special
Rahn, Kelli	Continuing Education	N/A	\$2,220.00	State	1/8/13 – 4/23/13	.10	EDU 318-SS80	Special
Roff, Tom	Continuing Education	N/A	\$5,550.00	State	1/7/13 – 5/3/13	n/a	Fremont #7 Community of Learning	Special
Rotter-Hansen, Cynthia	Continuing Education	N/A	\$2,370.00	State	1/7/13 – 5/3/13	.10	EDU 658-00W0	Special
Rudloff, Beata	Continuing Education	N/A	\$5,550.00	State	1/7/13 – 5/3/13	n/a	South Sioux City #10 Community of Learning	Special
Ruskamp, Lori	Educational Foundations and Leadership	N/A	\$4,440.00	State	1/7/13 – 5/8/13	.20	EDU 423-0001, EDU 423-0002	Special
Salantrino, Alfred	Continuing Education	N/A	\$2,220.00	State	1/7/13 – 5/3/13	.10	CNA 101-00W0	Special
Schmitz, Dennis	Continuing Education	N/A	\$5,550.00	State	1/7/13 – 5/3/13	n/a	Administration #3 Community of Learning	Special
Tramontina, Peggy	Continuing Education	N/A	\$2,220.00	State	1/7/13 – 4/29/13	.10	EDU 341-SS80	Special
Tucker, Anne	Continuing Education	N/A	\$740.00	State	1/7/13 – 3/1/13	.033	EDU 457/557-00W1	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Wayne State College****MEETING DATE: January 15, 2013**

<b>NON-RANKED FACULTY</b> (PART-TIME/LESS THAN .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Tucker, Anne	Continuing Education	N/A	\$740.00	State	1/7/13 – 3/1/13	.033	EDU 457/557-00W2	Special
Tucker, Anne	Continuing Education	N/A	\$740.00	State	3/11/13 – 5/3/13	.033	EDU 457/557-00W3	Special
Tucker, Anne	Continuing Education	N/A	\$740.00	State	3/11/13 – 5/3/13	.033	EDU 457/557-00W4	Special
Uhl, Steven	Continuing Education	N/A	\$2,220.00	State	1/7/13 – 4/29/13	.10	BUS 343-SS80	Special
Weixelman, Chris Tee	Educational Foundations and Leadership	N/A	\$2,960.00	State	1/7/13 – 5/8/13	.133	EDU 275-0005	Special
Worner, Greg	Technology and Applied Sciences	N/A	\$4,440.00	State	1/7/13 – 5/8/13	.10	EPS 300-0005, EPS 300-0010	Special
Worner, Greg	Continuing Education	N/A	\$2,220.00	State	1/10/13 – 4/25/13	.10	EPS 300-SS80	Special
Wrice, Tyrone	Sociology, Psychology and Criminal Justice	N/A	\$6,660.00	State	1/7/13 – 5/8/13	.30	SOC 101-0001, SOC 101-0002, SOC 101-0003	Special
Wulf, Jared	Continuing Education	N/A	\$5,550.00	State	1/7/13 – 5/3/13	n/a	South Sioux City #10 Community of Learning	Special
Zavadil, Dennis	Physical Sciences and Mathematics	N/A	\$4,440.00	State	1/7/13 – 5/8/13	.20	MAT 121-0001, MAT 121-0002	Special

<b>NON-UNIONIZED PROFESSIONAL STAFF</b> (PART-TIME/LESS THAN .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Gray, Spencer	Graduate Assistant; Athletics – Football	N/A	\$5,000.00 + 18 hours tuition waiver	State	8/1/12 – 12/6/12	.25	Resignation	N/A
Kennedy, Sarah	Graduate Assistant; Athletics – Athletic Trainer	N/A	\$5,000.00 + 18 hours tuition waiver	State	8/1/12 – 10/31/12	.25	Resignation	N/A

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR****COLLEGE: Wayne State College****MEETING DATE: January 15, 2013**

<b>UNIONIZED SUPPORT STAFF</b> (FULL-TIME/.75 FTE OR MORE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Clarkson, Robert	Maintenance Repair Worker III	N/A	\$2,841.17/mo.	State	2/1/02 – 5/1/13	1.0	Retirement; Early Retirement Incentive Program	N/A
Hart, Britney	Accounting Clerk II	N/A	\$1,982.17/mo.	State	4/21/08 – 11/30/12	1.0	Resignation	N/A
Hart, Britney	Office Assistant III	N/A	\$2,259.92/mo.	State	12/1/12	1.0	New hire; replaced Diane Pieper	N/A
Sebade, Rhonda	Office Assistant III	N/A	\$2,220.00	State	3/11/13 – 5/3/13	.10	CIS 130-00W0	Special

<b>NON-UNIONIZED SUPPORT STAFF</b> (PART-TIME/LESS THAN .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Fernau, Mandi	Office Assistant I	N/A	\$866.67/mo.	State	11/7/12	.50	New hire	N/A

**Academic and Personnel Committee**

*Gary Bieganski, Chair*  
*Roger Breed*

January 15, 2013

**Off-Campus and Early Entry Course Offerings Report for Information Only**

Priority: Educational Excellence Throughout the System

Goal: 2. Create a college experience that enriches the lives of our students and prepares them for their chosen careers

Strategy: I. Enhance coordinated outreach through distance delivery of classes, services, programs, and degrees

Board Policy #4710 provides guidelines for the delivery of courses to locations away from a college campus. Included is a definition of the service regions of the colleges and a description of how delivery of courses will be made in an off-campus setting.

During the 2011-12 academic year, the colleges delivered 1,272 class sections to 25,080 students at off-campus locations, compared to 1,789 class sections and 25,786 students in 2010-11. Average off-campus class size for the System was 20.

<b>2011-12 System Summary</b>	<b>Locations (unduplicated)</b>	<b>Sections</b>	<b>Enrollment</b>	<b>Ave. Class Size</b>
Off-Campus Courses				
Traditional Classroom Delivery	35	154	2,100	14
Synchronous (interactive distance learning)	13	49	530	11
Non-synchronous (Internet, CD ROM)	3	1,069	21,043	20
Early Entry Courses	36	131	1,407	11
<b>FY 2011-12 Total</b>	<b>84</b>	<b>1,272</b>	<b>25,080</b>	<b>20</b>

Source: Supplemental Budget Documents

<b>FY 2010-11 Total</b>	<b>78</b>	<b>1,789</b>	<b>25,786</b>	<b>14</b>
<b>FY 2009-10 Total</b>	<b>76</b>	<b>1,451</b>	<b>23,110</b>	<b>16</b>
<b>FY 2008-09 Total</b>	<b>71</b>	<b>1,616</b>	<b>24,671</b>	<b>15</b>
<b>FY 2007-08 Total</b>	<b>74</b>	<b>1,329</b>	<b>23,339</b>	<b>18</b>
<b>AY 2006-07 Total</b>	<b>71</b>	<b>1,333</b>	<b>21,186</b>	<b>14</b>
<b>AY 2005-06 Total</b>	<b>78</b>	<b>1,235</b>	<b>18,212</b>	<b>15</b>
<b>AY 2004-05 Total</b>	<b>77</b>	<b>1,019</b>	<b>15,541</b>	<b>15</b>
<b>AY 2003-04 Total</b>	<b>76</b>	<b>906</b>	<b>12,485</b>	<b>14</b>
<b>AY 2002-03 Total</b>	<b>78</b>	<b>942</b>	<b>10,748</b>	<b>11</b>
<b>AY 2001-02 Total</b>	<b>82</b>	<b>978</b>	<b>11,757</b>	<b>12</b>
<b>AY 2000-01 Total</b>	<b>108</b>	<b>961</b>	<b>10,172</b>	<b>11</b>

## 5.2.-2

Following is a breakdown of delivery per college.

Off-Campus Courses (Traditional, Synch. and Non-synchronous)	Locations	Sections	Enrollment	Ave. Class Size
Chadron	1	19	352	19
Summer 2011	6	202	4,281	21
Fall Semester 2011	7	187	3,793	20
Spring Semester 2012	7	108	1,868	17
Summer 2012				
Total	8 Unduplicated	516	10,294	20
Peru	4	129	2,868	22
Fall Semester 2011	3	205	4,350	21
Spring Semester 2012	3	44	1,047	24
Summer 2012				
Total	5 Unduplicated	378	8,265	22
Wayne	15	46	460	10
July 2011	14	117	1,682	14
Fall Semester 2011	13	114	1,770	16
Spring Semester 2012	7	101	1,202	12
May-June 2012				
Total	27 Unduplicated	378	5,114	14

Early Entry Courses	Locations	Sections	Enrollment	Ave. Class Size
Chadron	0	0	0	0
Summer 2011	1	1	9	9
Fall Semester 2011	0	0	0	0
Spring Semester 2012	0	0	0	0
May-June 2012	1	1	9	9
Total	Unduplicated			
Peru	27	52	549	11
Fall Semester 2011	24	56	562	10
Spring Semester 2012	14	22	287	13
Summer 2012	35	130	1,398	11
Total	Unduplicated			
Wayne	0	0	0	0
July 2011	0	0	0	0
Fall Semester 2011	0	0	0	0
Spring Semester 2012	0	0	0	0
May-June 2012	0	0	0	0
Total	0	0	0	0
	Unduplicated			



## Student Affairs, Marketing & Enrollment Committee

*Michelle Suarez, Chair*  
*Bob Engles*  
*Morgan Nelson*  
*Joseph Fauver*  
*Madison Becker*

January 15, 2013

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### 2013 Board of Trustees' Scholarship and Governor's Opportunity Award Report

Priorities: Educational Excellence  
 Financial Strength of the System  
 Goal: 2. Increase enrollment and retention  
 Strategy: o. Award additional scholarships  
 Priority: Greater Prominence

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As of January 7, sixty one (61) applications for the NSCS Board of Trustees' Scholarship were received in the System Office. Of that number, 13 were for Chadron, 12 for Peru and 36 for Wayne. An update will be provided at the board meeting. The scholarship application deadline is January 15. The number of scholarships awarded by each college is determined through a formula based on the FTE of the previous fall semester.

All Nebraska students who received ACT scores of 25 or above were mailed letters and reminder postcards about the BOT Scholarships and directed to a specific web page. Posters, high school newspaper press releases and applications were mailed to high school guidance counselors in Nebraska. Press releases were also sent to Nebraska newspapers.

The System Office received 265 applications for the NSCS Governor's Opportunity Award. Of that number, 41 were for Chadron, 22 for Peru and 202 for Wayne.

This is the fifth year for this award, which reflects a partnership between the NSCS and Governor Dave Heineman. One incoming freshman at each college will receive a scholarship for the 2013-14 academic year.

All Nebraska students who received ACT scores between a 21 and 24 were mailed letters and reminder postcards about the Governor's Opportunity Award and directed to a specific web page that listed requirements and the application. Posters, high school newspaper press releases and applications were mailed to high school guidance counselors in Nebraska in October. Press releases were also sent to Nebraska newspapers.

Once the recipients of both the Board of Trustees' Scholarship and Governor's Opportunity Award are selected, the System Office will send press releases to the *Omaha World Herald* and *Lincoln Journal Star* and the colleges will send releases to the recipients' hometown media.

**Student Affairs, Marketing & Enrollment Committee**

*Michelle Suarez, Chair*  
*Bob Engles*  
*Morgan Nelson*  
*Joseph Fauver*  
*Madison Becker*

January 15, 2013

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2013 Senator's Reception

Priorities: Educational Excellence and Greater Prominence

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The Senator's Reception will be held Tuesday, January 15 from 4:00 – 7:00 p.m. at the Ferguson Center.

**Student Affairs, Marketing & Enrollment Committee**

*Michelle Suarez, Chair*  
*Bob Engles*  
*Morgan Nelson*  
*Joseph Fauver*  
*Madison Becker*

January 15, 2013

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2013 Scholarship Luncheon

Priorities: Educational Excellence and Greater Prominence

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The fourth annual NSCS Scholarship Luncheon will be held Friday, April 12 from noon-1:30 p.m. at Hillcrest Country Club in Lincoln. Please mark your calendars.

Those invited will include the 2013-14 Board of Trustees scholars, Governor's Award recipients, as well as the state senators, NSCS Board of Trustees, college presidents, admissions directors and System Office staff.

## **Student Affairs, Marketing & Enrollment Committee**

*Michelle Suarez, Chair*

*Bob Engles*

*Morgan Nelson*

*Joseph Fauver*

*Madison Becker*

January 15, 2013

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### **Student Trustees' Selection**

Priority: Educational Excellence

Strategy: c. Develop practices that foster a culture of inclusion, openness and collaboration among administrators, faculty, staff, and students

Priority: System Prominence

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Aaron Prestwich, CSC; Michaela Willis, PSC; and Jeff Carstens, WSC, will coordinate the 2013-14 Student Trustees' nomination process at their respective colleges. Their nominations are due to the NSCS Office by February 8. Governor Heineman receives a booklet of all nominations from the System Office, from which, he selects the new student trustees this spring.

## **Enrollment and Marketing Committee**

*Michelle Suarez, Chair*

*Bob Engles*

*Morgan Nelson*

*Joseph Fauver*

*Madison Becker*

January 15, 2013

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### **Counseling Excellence Award & Banquet**

Priority: Greater System Prominence

- Goals:
2. Increase awareness of the system
  3. Market distinctiveness of the system
  4. Promote collaboration within the system

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The annual Counseling Excellence Award and Banquet will be held March 14, 2013 at Peru State.

More information will be provided as the dates approach.

**Student Affairs, Marketing and Enrollment Committee***Michelle Suarez, Chair**Bob Engles**Morgan Nelson**Joseph Fauver**Madison Becker*

January 13, 2013

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**Annual Retreat & 2013-14 Plans**

Priority: Greater System Prominence

Goals: 1. Emphasize the benefits of a three-college system

2. Increase awareness of the system

3. Market distinctiveness of the system

4. Promote collaboration within the system

Strategies: a. Communicate that many graduates stay in Nebraska

b. Promote the economic impact of the system and the colleges

c. Publicize collaborative efforts and programs

e. Market the investment value of an NSCS degree

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Vice Chancellor for Student Affairs, Marketing, Enrollment and Public Information, Korinne Tande, and the Council of Admissions and College Relations Officers will hold its annual retreat, Wednesday, March 13. At this event, the Council will evaluate the marketing efforts done in 2012-13 and recommend a list of marketing priorities for 2013-14 academic year. The recommendations will be used in conjunction with the priorities established at past board retreats with new ideas discussed and developed.

Vice Chancellor Tande will provide a summary of the retreat at the March meeting

**Fiscal, Facilities & Audit Committee***Bill Roskens, Chair**John Chaney*

January 15, 2013

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**Grant Applications and Awards for Information Only****Chadron Award**

- Kaleidoscope Open Project (Next Generation Learning Challenge (NGLC) funded by the Gates & Hewlett Foundations) -- \$45,000

**Peru Awards**

- Bystander Training Program (Nebraska Collegiate Consortium funded by the Nebraska Department of Highway Safety) -- \$4,700
- Biodiversity Discovery and Analysis (National Science Foundation) -- \$267,000
- Rural Futures Initiative Teaching Grant (University of Nebraska Lincoln) -- \$6,250
- United Health HEROES (Youth Serve America) -- \$1,000

**Wayne Award**

- Wayne State College 2013 Martin Luther King (MLK) Day of Services (Corporation for National & Community Service through the Illinois Campus Compact) -- \$650

Priority: Financial Strength of the System

Goals: 3. Strengthen fiscal, environmental, technological and physical resources

5. Secure public and private funding sources

Strategies: f. Keep Board of Trustees informed on the financial status of the colleges and system

g. Continually find ways to stretch limited resources as far as possible

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Board policy 6024 states that grant applications and awards that have, as part of the Agreement, an obligation to accept fiscal responsibility in future years, or which require maintenance of effort on the part of the college, require Board approval. Grant applications and awards not requiring maintenance of effort or an obligation to accept fiscal responsibility in future years are attached for information only.

# NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Chadron State College		Date: January 3, 2013
Notice of Intent	Application:	Accept Award: X
Name of Program: Kaleidoscope Open Project		
Funding Source: Next Generation Learning Challenge (NGLC) funded by the Gates & Hewlett Foundations		
Amount Requested: \$1,216,430 for consortium - \$45,000 for CSC	Amount Awarded: \$1,216,430 for consortium - \$45,000 for CSC	Funding Period: Oct 2012 - Oct 2014
Closing Date for Application Submission:		
When reporting Grant Award-- Has Grant Application been approved by the Board? yes		Date Approved: June 15, 2012
Does this grant include <b>Indirect Cost Funds</b> for the College's use?	Yes:	No: X
Will this grant require <b>State Matching Funds</b> ?	Yes:	No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Funds</b> ?	Yes:	No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?	Yes:	No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?	Yes:	No: X
How many FTE positions will the grant fund?	FTE: 0	
How many of these are new positions?	New FTE: 0	
Briefly describe the purpose(s) of this application/award: This is a follow-up grant (2012-2014) to the Kaleidoscope (2011-12) grant. The purpose of the grant includes the following: create a sustaining governance structure, scale institutions participating and students impacted, scale the number of Open Educational Resources (OER)-based Kaleidoscope course designs for high-enrollment courses, and improve the structure to facilitate and measure learning.		
Is this grant a continuation of a previous/existing grant?	Yes: X	No:
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program: Kaleidoscope grant was to create and scale 9 first-year, team-developed, general education courses that use Open Educational Resources (OER) and technologies ubiquitously. In the course design a primary purpose was to identify, assess, and leverage the best extant OER. The \$750,000.00 grant (May 2011 – June 2012) achieved the following: reduced the cost of academic content; increased student success, especially for at-risk students; and sustained and deployed OER content across institutions.		
Has this grant application been previously denied?	Yes:	No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Dr. Charles Snare		
Administrator responsible for approving the application: Dr. Randy Rhine		



**NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS**

College: Peru State College		Date: 12/19/2012
Notice of Intent	Application:	Accept Award: X
Name of Program: Bystander Training Program		
Funding Source: Nebraska Collegiate Consortium funded by the Nebraska Department of Highway Safety		
Amount Requested: \$4,700	Amount Awarded: \$4,700	Funding Period: Spring 2013
Closing Date for Application Submission: November 9, 2012		
When reporting Grant Award-- Has Grant Application been approved by the Board?		Date Approved:
Does this grant include <b>Indirect Cost Funds</b> for the College's use?		Yes:      No: X
Will this grant require <b>State Matching Funds</b> ?		Yes:      No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Funds</b> ?		Yes:      No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?		Yes:      No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?		Yes:      No: X
How many FTE positions will the grant fund?		FTE: 0.00
How many of these are new positions?		New FTE: 0.00
Briefly describe the purpose(s) of this application/award: This grant award will bring Dr. Alan Berkowitz, psychologist, pioneer in Bystander Training, social norms expert and student affairs staff development consultant to campus for ten hours of training focused bystander training and development to kick-off a comprehensive bystander training program. This opportunity will be free and open to the public as well as the Peru State campus.		
Is this grant a continuation of a previous/existing grant?		Yes:      No: X
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program:		
Has this grant application been previously denied?		Yes:      No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Kristiaan Rawlings, Dean of Student Life		
Administrator responsible for approving the application: Michaela Willis, VP Enrollment Mgmt. & Student Affairs		

**NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS**

College: Peru State College		Date: January 15, 2013
Notice of Intent	Application:	Accept Award: X
Name of Program: Biodiversity Discovery and Analysis		
Funding Source: National Science Foundation		
Amount Requested: \$342,214	Amount Awarded: \$267,000	Funding Period: 2013-2016
Closing Date for Application Submission: August 2, 2012		
When reporting Grant Award-- Has Grant Application been approved by the Board? yes		Date Approved: September 7, 2012
Does this grant include <b>Indirect Cost Funds</b> for the College's use?	Yes: X	No:
Will this grant require <b>State Matching Funds</b> ?	Yes:	No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Funds</b> ?	Yes: X	No:
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.): faculty release time; normal use of office/lab		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?	Yes:	No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?	Yes: X	No:
How many FTE positions will the grant fund?	FTE: 0	
How many of these are new positions?	New FTE: 0	
Briefly describe the purpose(s) of this application/award: biodiversity survey of parasites in fishes in the Big Thicket National Preserve, Texas		
Is this grant a continuation of a previous/existing grant?	Yes:	No: X
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program:		
Has this grant application been previously denied?	Yes: X	No:
If yes, please state the reason: insufficient incorporation of broadly-applicable hypothesis testing		
Person responsible for the preparation of the application: Dr. Michael Barger		
Administrator responsible for approving the application: Dr. Todd Drew		

**NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS**

College: Peru State College		Date: 12/7/13
Notice of Intent:	Application:	Accept Award: X
Name of Program: Rural Futures Initiative Teaching Grant		
Funding Source: University of Nebraska-Lincoln		
Amount Requested: \$6250.00	Amount Awarded: \$6250.00	Funding Period: 1/13 – 1/15
Closing Date for Application Submission:		
When reporting Grant Award-- Has Grant Application been approved by the Board?		Date Approved: 12/6/12
Does this grant include <b>Indirect Cost Funds</b> for the College's use?	Yes:	No: X
Will this grant require <b>State Matching Funds</b> ?	Yes:	No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Funds</b> ?	Yes:	No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?	Yes:	No: X
Are there restrictions imposed by regulation on claiming indirect costs?	Yes:	No: X
How many FTE positions will the grant fund?	FTE:	
How many of these are new positions?	New FTE: 0	
Briefly describe the purpose(s) of this application/award: Advance the CHANCE Initiative under the realm of Public Health		
Is this grant a continuation of a previous/existing grant?	Yes:	No: X
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program:		
Has this grant application been previously denied?	Yes:	No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Patrik Johansson, MD, MPH; Kyle Ryan, PhD		
Administrator responsible for approving the application: Ayman El-Mohandes, M.B.B.Ch., M.D., M.P.H., dean of UNMC's College of Public Health/Todd Drew, EdD, VPAA		

**NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS**

College: Peru State College		Date: 11/26/2012
Notice of Intent:	Application:	Accept Award: X
Name of Program: United Health HEROES		
Funding Source: Youth Serve America		
Amount Requested: \$1000.00	Amount Awarded: \$1000.00	Funding Period: 01/2013 – 05/2013
Closing Date for Application Submission:		
When reporting Grant Award-- Has Grant Application been approved by the Board? Unknown		Date Approved:
Does this grant include <b>Indirect Cost Funds</b> for the College's use?	Yes:	No: X
Will this grant require <b>State Matching Funds</b> ?	Yes:	No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Funds</b> ?	Yes:	No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?	Yes:	No: X
Are there restrictions imposed by regulation on claiming indirect costs?	Yes:	No: X
How many FTE positions will the grant fund?	FTE: 0	
How many of these are new positions?	New FTE:	
Briefly describe the purpose(s) of this application/award: Continuation of CHANCE Initiative		
Is this grant a continuation of a previous/existing grant?	Yes: X	No:
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program:		
Has this grant application been previously denied?	Yes: X	No:
If yes, please state the reason: Not detailed		
Person responsible for the preparation of the application: Kyle Ryan, PhD		
Administrator responsible for approving the application: Todd Drew, EdD		

**NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS**

College: Wayne State College		Date: January 15, 2013
Notice of Intent	Application:	Accept Award: X
Name of Program: Wayne State College 2013 Martin Luther King (MLK) Day of Services		
Funding Source: Corporation for National & Community Service through the Illinois Campus Compact		
Amount Requested: \$650	Amount Awarded: \$650	Funding Period: 10/19/12-1/31/13
Closing Date for Application Submission: September 14, 2012		
When reporting Grant Award-- Has Grant Application been approved by the Board?		Date Approved:
Does this grant include <b>Indirect Cost Funds</b> for the College's use?		Yes:      No: X
Will this grant require <b>State Matching Funds</b> ?		Yes: X      No:
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.): Matching funds include advertising and transportation expenses.		
Will this grant require <b>In-Kind Funds</b> ?		Yes: X      No:
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.): In-Kind support includes the time commitment of several staff members and students. Some materials and supplies will be provided also.		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?		Yes:      No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?		Yes:      No: X
How many FTE positions will the grant fund?		FTE: 0.0
How many of these are new positions?		New FTE: 0.0
Briefly describe the purpose(s) of this application/award: This award will provide funding for programming and events which will provide information about the life and legacy of Martin Luther King. Carrying out King's legacy of helping others, participants will learn about people of all diversities by using service projects to give assistance to others. A group of volunteers will provide a day of service by raking and shoveling to help home bound community members. A group of people will go to The Oaks (a retirement housing site) to play bingo and then visit with the residents. A group will go door-to-door with the American Red Cross to pass out fire safety brochures and talk about fire safety in the home as well as a handout that discussed life and legacy of Dr. Martin Luther King. Participants will help educate community members about Dr. King.		
Is this grant a continuation of a previous/existing grant?		Yes:      No: X
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program:		
Has this grant application been previously denied?		Yes:      No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Dr. Osaro Airen, Director of Multicultural Affairs		
Administrator responsible for approving the application: Mr. Jean Dale, Vice President Administration and Finance		

**Fiscal, Facilities & Audit Committee**

*Bill Roskens, Chair*  
*John Chaney*

January 15, 2013

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**Contracts and Change Orders for Information Only**

Priority: Financial Strength of the System

Goal: 3. Strengthen fiscal, environmental, technological and physical resources

Strategy: j. Maintain facilities and improve physical environment

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Board policies 7015 and 8065 require that the colleges report the following contract awards and change orders to the Board as information.

**CONTRACTS** – 1) construction contracts for less than \$100,000; b) architect/engineer fees of less than \$55,000; c) consultant contracts for less than \$50,000 (between \$25,000 and \$50,000 must have Chancellor's approval); and d) exempt contracts less than \$50,000.

<b>Peru State College</b>	
Location on Campus:	Administration Building
Contracted Work:	Masonry repairs
Contract Amount:	\$3,000
Fund Source:	LB 309
Contractor:	Nichols Masonry

<b>Wayne State College</b>	
Location on Campus:	Campuswide
Contracted Work:	Install blue light emergency telephone
Contract Amount:	\$2,783
Fund Source:	Cash/Revenue Bond
Contractor:	Model Electric
Location on Campus:	Athletics
Contracted Work:	Build and install custom discus cage
Contract Amount:	\$11,885
Fund Source:	Cash/Revenue Bond
Contractor:	AALCO Manufacturing Company
Location on Campus:	Campuswide
Contracted Work:	Water system study project
Contract Amount:	\$2,420
Fund Source:	Cash/Revenue Bond
Contractor:	Olsson Associates
Location on Campus:	Campuswide
Contracted Work:	Fire alarm system semi-annual inspections
Contract Amount:	\$990
Fund Source:	Cash/Revenue Bond
Contractor:	Electronic Systems, Inc.
Location on Campus:	Student Center
Contracted Work:	Demo areas, build walls
Contract Amount:	\$18,744
Fund Source:	Revenue Bond
Contractor:	Hattig Construction

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<b>Wayne State College continued</b>	
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campuswide Fire suppression systems inspections \$1,260 Cash/Revenue Bond General Fire & Safety Equipment
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Natatorium Locker Rooms Provide and install flooring \$9,296.70 Revenue Bond Phipps Commercial Flooring
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Center Dryer vent installation in kitchen store room \$1,658 Revenue Bond Volkman Plumbing, Heating & Air Conditioning
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Center Remove temporary wall \$1,470 Revenue Bond Hattig Construction
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Natatorium Tear out and replace glass or clay tile blocks \$1,560 Revenue Bond Leseberg Masonry & Construction
Location on Campus: Contracted Work:  Contract Amount: Fund Source: Contractor:	Soccer Field Design development and construction documents contract for renovation and expansion \$19,020 Cash The Clark Enersen Partners

**CHANGE ORDERS** – (including architect/engineer fees, construction contracts, equipment purchases and all other miscellaneous expenditures) which are less than \$20,000. If approval of change order is critical to project schedule, \$20,000 to \$60,000 range change orders may be approved by Chancellor and reported for ratification at next Board meeting.

<b>Chadron State College</b>	
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Armstrong Gym #1 – Phase I A & B design development and construction documents \$723,813 Cash Leo A Daly

Wayne State College	
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Campuswide #1 – Replace failed condensate & electrical meters \$12,966 LB 309/Revenue Bond Olsson Associates
Location on Campus: No. & Description:  Change Order Amount: Fund Source: Contractor:	Willow Bowl #3 – 120 volt drivers in lieu of 12 (no. chg.); additional stone veneer (no chg.); lawn sprinkler materials (gifted by alum) (\$3,500) WS Foundation OCC Builders
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Willow Bowl #4 – Replace existing sidewalk at NE and NW corners of Willow Bowl site \$1,685 Cash/WS Foundation OCC Builders

**Adjustments Within Guaranteed Maximum Price (GMP) Agreements.** These adjustments are offered for information only and have no effect on the GMP.

Wayne State College	
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Carhart, Phase III #4 - Contingency Change (\$13,268) \$0 Cash/LB 309/WS Foundation Beckenhauer Construction, Norfolk, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Carhart, Phase III #5 - Contingency Change (\$4,807) \$0 Cash/LB 309/WS Foundation Beckenhauer Construction, Norfolk, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Carhart, Phase III #6 - Contingency Change (\$17,473) \$0 Cash/LB 309/WS Foundation Beckenhauer Construction, Norfolk, NE



## Chancellor's Report

As 2012 came to a close, I began to think about the State Colleges and what 2013 may have in store for the NSCS,

One of the first words that comes to mind when anticipating 2013 is the word vigilant. We must remain vigilant in the year ahead in order to continue providing high quality affordable education to our students.

- **College Costs:** Fortunately for us, state support for the NSCS has been relatively stable the last few years. We are, however, seeing an alarming trend in which students are paying more and more of the cost of their education while the state's share of the cost is decreasing. As such, we must remember that public higher education benefits both the individual and the public good. As such, the cost of public education must be reasonably shared by the state and the individual.

On January 7, 2013, I participated in a press conference with Governor Heineman and NU President Milliken announcing a compact with the state aimed at keeping tuition costs affordable for Nebraska's students by holding tuition level for the next two years. For our students, that translates to a savings of more than \$1 million in tuition savings when compared to an average tuition increase for the first year of the biennium. As I said on Monday at the news conference, this is the right thing to do. It is good for our students and their families and it is good for Nebraska.

- **Legislature:** The legislature will convene on January 9 of this year for a 90 day session, tentatively scheduled to end on June 5, 2013. As you know, much can happen during these 90 days. System Office Staff will carefully monitor and review all legislative bills to explore possible impacts on the NSCS and its students.

Senators Harms and Bloomfield recently visited Wayne State to tour the US Conn Library. Planning and design development for the renovation project is in process, and we are seeking funding support for the project from the legislature during the upcoming session. As you will recall, the US Conn Library is the number one capital project for the System. It is also the number one capital project statewide for the Coordinating Commission for Postsecondary Education (CCPE). Our capital budget request for the biennium is \$12 million. On a related note, the Rangeland Center at CSC is the number two capital project for the CCPE as well.

- **Enrollment:** Even though we won't have our final fall enrollment numbers until the March board meeting, I want to acknowledge the Presidents for their continued attention to and emphasis on building enrollment by increasing the number of new students and retaining more of our current students. We know that potential students are bombarded with recruiting information so it is even more critical that the State Colleges cultivate potential students for our Colleges and look beyond what we have recognized in the past as a "traditional student."

Those of us involved in higher education understand the importance of earning a college degree. Earning a bachelor's degree results in greater earnings over a lifetime, a reduction in the chance for being unemployed, and better and healthier lifestyles.

Currently, only about 27 percent of Nebraskans have a bachelor's degree or higher. While we continue to enroll many traditional 18 year old students, the average age for NSCS students is 25. That statistic means we also have many non-traditional age students--many of whom are older than 25. The growth of our online programs has contributed greatly to our outreach to older, non-traditional students who may be place-bound working adults who need greater flexibility to earn a degree. Some might say that what we use to call a non-traditional student is rapidly becoming our traditional student.

From Fall 2002 – Fall 2012, the online enrollment (duplicated headcount) has increased almost 1200 percent. Across the NSCS, we offer 25 complete degree programs online. The NSCS takes online education seriously. As such, we will continue to focus on assessment of online programs, the production of quality courses and programs, and access to these programs and courses. At the same time, the online offerings must be balanced with strong on-campus enrollments.

As I have often said, the State Colleges anchor rural Nebraska. Our institutions must continue to thrive to help assure that rural Nebraska remains viable and vibrant. As an aside, the NSCS has a staggering economic impact on Nebraska and the rural regions we serve. The estimated economic impact from the NSCS for 2012-2013, is nearly \$328 million. That estimate increases by over \$33 million when we include student and parent expenditures and funds spent on food, gas, off-campus rent and other goods and services.

- Dual enrollment update for Chadron State College: For more than a decade Chadron State College has been minimally involved with dual enrollment for high school juniors and seniors in the panhandle, typically offering a single course in calculus to five or six high school students each year. Last fall semester, following a request from several area high schools, the College decided to make a focused effort to meet the needs of western Nebraska students. To assist in that effort, the Board approved a modification to Policy 6021 to expand the dual enrollment tuition rate to all three colleges.

Given the stellar success of Peru State's "early entry program," Chadron patterned much of its efforts on Peru's model. Initial results for Fall 2012 are quite gratifying with 180 enrollments in 18 sections of eleven different courses at four high schools. Of these 180 enrollments, 52 students are enrolled in one course, 29 in two courses, 13 in three courses, four in four courses, and three in five courses. Fifteen of these students have applied for the ACE scholarships funded by the state of Nebraska through the Coordinating Commission of Post-secondary Education. Courses offered include English composition, U.S. History, statistics, college algebra, calculus, American literature, humanities, comparative religions, psychology, and personal finance. For Spring 2013 an additional high school is being served and courses currently include 16 sections of eight different courses. Since high schools are currently enrolling students for spring semester courses, a final update on enrollments will be available in early February. A recruiting trip to additional panhandle high schools is planned for the first week in February. (Please note: early entry and dual enrollment are used interchangeably to denote the same type of program – earning college credit while still enrolled in high school.)

**Chadron State College  
President's Report  
January 2013**

**2011-2012 Cultural Enrichment**

Chadron State College continues to recognize the value and importance of diversity within the educational experience at CSC.

The Presidentially appointed Diversity Committee is responsible for coordinating many of the campus diversity events on campus. However, each member of the college community is responsible for taking an active role in this important task. The Diversity Committee is comprised of faculty, staff, and students.

The Student Activities Coordinator provides essential support for multicultural activities at Chadron State. One of the functions of this position is to coordinate efforts and events that emphasize diversity awareness/appreciation.

**Diversity Awareness/Appreciation**

Numerous diversity events were held at Chadron State to provide diversity education and awareness to the campus and community including:

- Allies Club
- Civility Improvement Workshop
- Domestic Violence Awareness Performance of "In My Daughter's Name"
- Dorset Graves Lecture Series
  - "The Art of Sage Full Living: Growing Old in the Culture of Youth"
  - "Vietnam – Stories of a Time Near and Far"
- Hispanic Heritage in Nebraska Panhandle presented by Jacqueline Guzman, UNL Extension Educator
- International Club Education Activities: International Coffee Hours, International Education Week, International Food Tasting Party, International Fashion and Talent Show, International Night of Poetry, International Soccer Tournament, International Movie Night
- "Laissez les Bon Temps Rouler: Buffalo Bill, New Orleans, and Jazz," presented by Steve Friesen, Director of Buffalo Bill Museum
- Mari Sandoz Heritage Society Conference
  - Chuck Trimble, "Generations: Ghosts That Haunt Native Youth"
  - Deb Carpenter-Nolting, "One-Room Schoolhouses"
- Martin Luther King, Jr. Freedom Walk
- Native American Heritage Celebration
  - Lakota Culture and History presentation
  - Pine Ridge Drum Group
- Oktoberfest
- "Persian Visions: Contemporary Photography from Iran" exhibited at Mari Sandoz High Plains Heritage Center
- Residence Life Programming: Coffee Tasting Around the World, Pearl Harbor Remembrance, Deutsch Weihnachten, A Feel for the Phillippines, One Day Without Shoes, Jamaican Easter, Campaign for Purple Ribbon, Italian Night, Foods of Many Cultures

## 8.2.-2

- Sixth “RELEASE” Performance, CSC student Martin Lastovica
- TRIO Academic Success Seminars and Cultural Field Trips
- Upward Bound Summer Learning Program
- Veterans Day Program
- Wellness for a Lifespan Health Fair
- Monthly Cultural Celebrations ~
  - Hispanic Heritage; Disability Awareness; Gay, Lesbian, Bisexual, Transgender; Native American Heritage; Martin Luther King, Jr.; Black History; Women’s History; Asian Pacific Islander

### **Integrating Diversity into the Curriculum**

Chadron State faculty incorporate multicultural perspectives into classroom curriculum through the selection of textbooks, required readings, class discussions, classroom activities, debates, speakers, and video presentations.

Faculty continue to promote study abroad opportunities to students as well as using field trips to regional and international locations as a way to incorporate diverse topics into the educational experience. Field trips during this reporting period included: Wounded Knee, White Clay, Red Cloud Indian School and Our Lady of Lourdes, Heritage Center of Red Cloud Indian School, Crazy Horse, Oglala Lakota College, Journey Museum, Pine Ridge Indian Reservation, Treaty Tree, Fort Robinson, Lexington Public Schools, and Fur Trade Museum.

Other notable achievements include:

- Dr. Shafiq Rahman, CSC Associate Professor, received an honor award for the book he authored entitled, “The Bangladeshi Diaspora in the United States after 9/11: From Obscurity to High Visibility”
- Retired CSC Adjunct Instructor, Don Ruleaux, received the biennial Governor’s Art Award through the Nebraska Arts Council
- Dr. Ann Buchmann, CSC Associate Professor, travelled to Nepal and taught a microbiology course

CSC participated in the U.S. Department of State’s Global Undergraduate Exchange Program in Eurasia and Central Asia in the fall semester of 2011. Four international students from Kyrgyzstan, Ukraine, and Russia studied at CSC as a part of this program.

CSC continues to participate in a consortium, of seven colleges, that was awarded a \$750,000 grant for its Kaleidoscope Project from the Next Generation Learning Challenges competition which was designed and funded by the Bill and Melinda Gates Foundation and the William and Flora Hewlett Foundation. The focus of the project is to identify and scale technology-enabled approaches to improve college readiness and completion.

Chadron State also continues to provide disability accommodations to qualified students to help ensure that they have an equal opportunity to succeed in higher education.

**Peru State College  
President's Report  
January 2013**

***A Focus on Inclusion***

As an institution long devoted to accessibility and opportunity for students of all ages from all walks of life, diversity is a fundamental part of our educational mission. At Peru State, faculty and staff continue to initiate and develop new activities devoted to promoting an inclusive educational environment. Because of those efforts, it is becoming more difficult to list specific initiatives because so much of what we do promoting diversity both inside and outside the classroom is seamlessly folded into the curriculum.

That is exactly what we are striving for – a campus-wide commitment to inclusion that is so ingrained into the campus culture that enumerating activities focused on diversity would involve cataloging virtually every course curriculum and student activity. Because of this movement, and in an effort to move away from focusing on visible differences, I thought it necessary to redefine the college's Diversity Committee. The college's new Council for Inclusion, which is comprised of faculty, staff and students, more accurately reflects our efforts to promote acceptance for all of the visible and invisible characteristics that make individuals unique. The group's focus is to create a welcoming environment where everyone is supported and accepted for their differences and similarities.

The purpose of the Council is to initiate, devise, and develop an overarching campus inclusion effort focused on integrating student, faculty, and staff experiences through facilitated interactions that are consistent with the institution's Sesquicentennial Strategic Plan of essential engagement. The goal is to create a campus environment that is responsive, respectful and inclusive of cultural and experiential backgrounds and identities, including physical appearance; ethnicity; cultural influence; age; family lifestyle or status; religion, spirituality or philosophical beliefs; socio-economic status; sexual orientation and gender identity; physical and cognitive ability; and educational background.

One of the Council's first efforts this past spring involved administering a Campus Climate Assessment. The overall evaluation of the college by students was good with a rating of 5.59, compared with the national benchmark goal of 5.5. Of the three factors that have the greatest impact on campus climate for students, Peru State ranked above the national benchmark goal for inclusive classroom environment. The assessment indicated two factors that, if improved, would have the greatest impact on overall evaluation of the institution, including improved peer relationships and providing more opportunities for personal development focused on inclusion. Overall ratings for inclusiveness in classroom environments and of treatment by faculty and staff were also strong.

The Council for Inclusion has reviewed results of the Campus Climate Assessment and is focused on three key areas: 1) development of a faculty/staff mentorship program, 2) development of Safe Space program and 3) overall diversity awareness efforts with three sub-committees developed to create plans for each area.

As part of the overall diversity effort, Vice President for Racial Justice & Public Policy with the YWCA of Minneapolis Anita Patel came to campus to conduct several workshops for faculty, staff and students. Patel's sessions were titled "What's My Role? Moving from Silence to Action

## 8.2.-4

in a Multicultural World” and “Recognizing Unintentional Racism: Intent vs. Impact.” The latter was a day-long workshop for faculty and staff focused on exploring innocent behaviors that are likely to be perceived as racist by others, covert forms of racism that persist in modern U.S. society and steps that can be taken to provide a healthy multicultural learning environment. From these workshops, Patel provided the college with a list of faculty and staff identified areas of focus to promote social justice. The Council for Inclusion has incorporated these ideas into their work.

Workshops, self-evaluation efforts and open dialog will be critical as we continue to develop and refine Peru State's diversity efforts. We remain committed to creating an accepting environment where students and employees embrace and celebrate the uniqueness of individuals.

**Wayne State College  
President's Report  
January 2013**

**2011-2012 Cultural Enrichment**

Wayne State remains committed to the ideals and practices of diversity in its pedagogy, cultural activities and curriculum. Each of the college's four schools have comprehensive approaches to diversity that underline the need to maintain awareness of the cultural mosaic of the world and communicate its importance to our students, staff and faculty.

The Office of Multicultural Affairs takes a leadership role on campus by showcasing the many different cultures that make up Wayne State College. It conducts a variety of diversity-related classroom presentations and, it continues to provide support for multicultural activities at the college and has implemented a broad range of initiatives to enhance diversity on campus and in surrounding communities. Office of Multicultural Affairs programs include a food pantry operated in conjunction with the Counseling Center.

The Multicultural Center hosts an ESL program teaching English to Latino adults. The program is facilitated by the Northeast Community College Adult Basic Education program.

The Office of Multicultural Affairs sponsors numerous activities throughout the academic year to promote diversity on campus and in the community. For example, Hispanic Heritage Month included a movie night and discussion on the film "Real Women Have Curves", which is the "Coming of Age story of a first generation Latina Ana García (America Ferrera) who struggles to balance her family's culture where she is expected to work in her sister's dress warehouse, find a husband and have children and forget her dreams of a college education."

**School of Arts and Humanities**

The School of Arts and Humanities promotes diversity through individual faculty and staff efforts in teaching, curriculum development, academic programming, and faculty scholarship and School-based projects revolving around sponsoring events and hosting campus visits by guest scholars from underrepresented groups.

The school continues its student-and-faculty exchange Agreement with Chienkuo Technology University in Taiwan, and began a relationship with Providence University (also in Taiwan). The School also hosted two visiting students from Croatia in 2012.

**Curriculum example:**

ART 314 (K-8 Art Curriculum) and ART 316 (Secondary School Art) focus on curriculum that addresses subject matter related to diverse experiences of different cultures, groups and individuals.

**School of Business and Technology**

The School of Business and Technology has followed three paths in addressing the multicultural commitment made by Wayne State College: increasing the amount of classroom time spent discussing diversity related issues; engaging various departments in the college's diversity activities; and providing opportunities and incentives for students in the School of Business and Technology to attend campus multicultural activities.

**Curriculum examples:**

EPS 300 Technology & Society explores issues on immigration and the spread of technological development along with analyzing women in roles as scientists/engineers in jobs in which they operate/design technology that in the past were male occupations.

BUS 455 Employment Law and Labor Relations discusses the implications of Affirmative Action from a historical and current perspective under Title VII of the Civil Rights Act of 1964 and the strategies to avoid discrimination.

### **School of Education and Counseling**

The School of Education and Counseling has, at its core, the study of multicultural contexts of human development, which includes factors such as rural areas, consolidated school districts, urban settings, and public and private schools. The school also pays particular attention to the diversities of childhood, which include consideration of race and ethnicity, socioeconomics, genetics, and environment, gender differences, family differences, racial/ethnic and gender diversity in school achievement, and standardized testing and diverse student populations.

#### **Curriculum example:**

EDU 423, Development of Social Studies-Elementary/Middle School, in which students attended presentations on sexual orientation and bullying, developed lesson plans on variety of cultural themes, and conducted research on “myths of history” that are particularly demeaning to women and ethnic/racial/cultural minority groups.

### **School of Natural and Social Sciences**

The School of Natural and Social Sciences has continued to emphasize diversity in its many aspects through its classes, student and community activities, and faculty research. The school is committed to diversity in its hiring of faculty, education of students, faculty and student research and community activities.

#### **Curriculum examples:**

Dr. Randy Bertolas provided a wide variety of aspects on multiculturalism, ethnicities, religion, language, and much more in his Human Geography (GEO 300) class this fall. Dr. Joe Blankenau taught two sections of Nature and Culture of the Great Plains, which featured historical and modern analysis of Native Americans living on the Great Plains.

In many BIO 102, 104 and 110 sections, students watch “The Web of Life” video, which emphasizes the value of indigenous human cultural diversity. In BIO 210, students read *Tales of a Shaman’s Apprentice*, which discusses the ethnobotanical practices of indigenous Neotropic inhabitants, as well as their struggles to maintain their cultural identity. In BIO 110, students look at human genetic traits (skin color, height, hair color). The class also includes material about demographics and human genetic diversity related to evolution and natural selection in BIO 110. In Environmental Studies, students discuss different cultural attitudes toward agriculture (row crop versus polyculture) and towards threats to our environment.

In PHS 102 Physical Science Today, a course required for most WSC graduates, global issues that affect different cultures are addressed. Current events, nightly news and internet news are the source of many discussions in both lecture and lab.

Virtually every Criminal Justice class addresses the over-representation of minorities in the Criminal Justice system, including arrest rates, impact of race in incarceration rates, rates of drug use in minority communities, rate of enforcement and differential enforcement policies in minority communities, racism and race gangs in prisons, driving while black, race profiling in traffic stops and frisk stops, racism in hiring and promotion practices, emergency management, the role of race in emergency responses to disasters including Hurricane Katrina.

In Anthropology, diversity is the focus of the courses. Anthropology lays the foundation for biological and cultural diversity. In introductory courses diversity issues are discussed in relation to mental health, health care, education, economic issues, socioeconomic status, crime, and religion.



Evolutionary Psychology is based on discovering human universals in behaviors and emotions. To do so, the text presents studies conducted not only in the Western world but in cultures as diverse as the existing preliterate societies.