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Nebraska State College System

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, Lincoln, Nebraska on January 21, 2015

Executive Session	January 20 –	12:00 p.m.
Business Meeting	January 21 –	8:30 a.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.

BOARD OF TRUSTEES MEETING
JANUARY 20-21, 2015
HILLCREST COUNTRY CLUB – 9401 "O" STREET
LINCOLN, NEBRASKA

MONDAY, JANUARY 19

10:00 – 1:30	Contracts Forum	NSCS Office **Conference Room**
2:00 – 5:00	Business Officers Council Meeting	NSCS Office **Stan's or Carolyn's Office**
2:00 – 5:00	**Academic Officers**	**3rd Floor Conference Room**
2:00 – 5:00	**Enrollment, Marketing & Student Affairs Officers**	**NSCS Office Conference Room**

TUESDAY, JANUARY 20

9:00 – 10:00	**Breakfast**	**Ballroom Section C-D**
10:00 – 12:00	**ENTERPRISE RISK MANAGEMENT (ERM) DISCUSSIONS** **Board, Chancellor, Vice Chancellors, Presidents, Vice Presidents**	
	Academic Committee ERM Discussions	**Ballroom Section A**
	Fiscal, Facilities Committee ERM Discussions	**Ballroom Section B**
	Student Affairs Committee ERM Discussions	**President's Room**
12:00 – 1:30	**BOARD OF TRUSTEES EXECUTIVE SESSION & LUNCH**	**Ballroom Section A**
12:00 – 1:30	**LUNCH ALL OTHERS**	**Ballroom Section C-D**
1:30 – 3:00	**BOARD COMMITTEE MEETINGS**	
	Academic and Personnel Committee	Ballroom Section A
	Student Affairs, Marketing & Enrollment Committee	President's Room
	Fiscal, Facilities & Audit Committee	Ballroom Section B
4:00 – 7:00	**SENATORS' RECEPTION**	**Ferguson Center**

<u>WEDNESDAY, JANUARY 21</u>

7:30 – 8:30	**Breakfast**	**Ballroom Section B**
8:30	**BOARD OF TRUSTEES BUSINESS MEETING**	**Ballroom Section A**

Call to Order

Approval of Meeting Agenda

Public Comments

Minutes Approval

1 Board of Trustees of the Nebraska State Colleges - Regular Meeting - Nov 7, 2014 8:00 AM

1. Items for Consent Agenda

1.1 Approve LB 309 Allocations and Retrievals

1.2 Approve Continuation of Bookstore Contracts

1.3 Approve the Authorization for Chancellor to Sign Contract for the Metering Project at Peru State College

1.4 Approve the Authorization for Chancellor to Sign Contract for Wayne State College

1.5 Approve the Authorization for Chancellor to Sign Payment Gateway Credit Card Software Contract

1.6 First and Final Round Approval of Revisions to Board Policy 8032; Facilities; Access, Physically Handicapped

Items for Discussion and Action

2. Academic and Personnel

2.1 First and Final Round Approval of Revisions to Board Policy 4100; Program Approval

2.2 First and Final Round Approval of Revisions to Board Policy 4200; Program Review Procedure

2.3 First and Final Round Approval of Revisions to Board Policy 5021; Delegation of Authority to Make Certain Appointments

2.4 First and Final Round Approval of Revisions to Board Policies 5102; 5103 and 5104

2.5 Approve Emeritus Status

2.6 Approve the Recommendation for Awarding an Honorary Doctor of Pedagogy to Dr. Nic Windeshausen

2.7 Approve Agreement with Faith Regional Physician Services LLC for Wayne State College

2.8 Approve 2015-2017 Agreements Between the Board of Trustees of the Nebraska State Colleges and the SCEA, NSCPA and NAPE/AFSCME Bargaining Units

3. Student Affairs, Marketing, and Enrollment

3.1 First and Final Round Approval of the Adoption of Board Policy 3700; Accommodations for Students with Disabilities

4. Fiscal, Facilities and Audit

4.1 Accept the Basic Financial Audit Report for Year Ended June 30, 2014

4.2 Accept the A-133 Audit for Year Ended June 30, 2014

4.3 Approve the Use of $100,000 in Capital Improvement Fee Funds for Equipment for the Rangeland Lab Building

4.4 Approve the Use of $550,000 of Capital Improvement Fee Funds for Wayne State College Projects

4.5 Approve the Sports Facility Cash Fund Projects

4.6 Approve Peru State College Use of State of Nebraska Master Lease Program

4.7 Accept and Approve Naming Proposal for the Student Center at Wayne State College

4.8 Approve the Reallocation of Contingency Maintenance Funds for Wayne State College

4.9 Contracts and Change Orders for Approval

4.10 Grant Applications and Awards for Approval

Items for Information and Discussion

5. Academic and Personnel

5.1 Reports of Personnel Actions

5.2 Foundation Employee Compensation Report

6. Student Affairs, Marketing, and Enrollment

6.1 Senator's Reception Reminder

6.2 Scholarship Luncheon

6.3 Fall Enrollment Reports

7. Fiscal, Facilities, and Audit

7.1 Grant Applications and Awards for Information

7.2 Contracts and Change Orders for Information

8. Miscellaneous Action and Information Items

i. Chancellor's Report

8.1.1 Chancellor's Report

ii. Presidents' Report

8.2.1 President's Reports

iii. Student Trustees' Report

Adjournment

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Call to Order

The meeting was called to order at 8:01 AM by Chair Michelle Suarez

Attendee Name	Title	Status	Arrived
Michelle Suarez	Chair	Present	
Gary Bieganski	Vice Chair	Present	
John Chaney	Trustee	Present	
Bob Engles	Trustee	Present	
Carter Peterson	Trustee	Present	
Matt Blomstedt	Trustee	Absent	
Jess Zeiss	Trustee	Absent	

Approval of Meeting Agenda

A motion was made by Vice Chair Bieganski and seconded by Trustee Chaney to approve the Meeting Agenda. Motion was approved. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

Public Comments

No public comment.

Minutes Approval

A motion was made by Trustee Peterson and seconded by Trustee Chaney to approve the minutes of the Board of Trustees of the Nebraska State Colleges - Regular Meeting - Sep 6, 2014 1:30 PM. Motion was approved. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

1. Items for Consent Agenda

A motion was made by Vice Chair Bieganski and seconded by Trustee Chaney to approve the following consent agenda items. Motion was approved. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

1.1 Approval of the LB 309 Allocations and Retrievals

The following items are submitted for approval.

Chadron

1. Acceptance of $190,000 for elevator replacements in Memorial Hall

Allocation Date/Amount	10/3/14	$190,000.00
College Contribution		10,000.00
Estimated Project Cost		$200,000.00

2. Acceptance of $106,000 for elevator replacements in Nelson PAC

Allocation Date/Amount	10/3/14	$106,000.00
College Contribution		5,000.00
Estimated Project Cost		$111,000.00

3. Acceptance of an additional $600,000 for HVAC upgrades in Armstrong Gymnasium

Allocation Date/Amount	5/19/14	$600,000.00
College Contribution		00.00
Estimated Project Cost		$600,000.00

4. Acceptance of $21,500 for sewer replacement on campus

Allocation Date/Amount	8/19/14	$21,500.00
College Contribution		00.00
Estimated Project Cost		$21,500.00

5. Retrieval of $11,000 for wood fired boiler #2 repair in Heat Plant Addition

Allocation Date/Amount	8/21/13	$110,000.00
Retrieval Date/Amount	7/22/14	11,000.00
Estimated Project Cost		$99,000.00

6. Acceptance of $35,000 for steam piping replacement in Nelson PAC

Allocation Date/Amount	7/29/14	$35,000.00
College Contribution		00.00
Estimated Project Cost		$35,000.00

Peru

1. Acceptance of $5,500 for door locksets in A.V. Larson

Allocation Date/Amount	8/22/14	$5,500.00
College Contribution		00.00
Estimated Project Cost		$5,500.00

Minutes Acceptance: Minutes of Nov 7, 2014 8:00 AM (Minutes Approval)

2. Acceptance of $2,000 for door locksets in CATS Building

Allocation Date/Amount	8/22/14	$2,000.00
College Contribution		00.00
Estimated Project Cost		$2,000.00

3. Acceptance of $10,000 for door locksets in Fine Arts Building

Allocation Date/Amount	8/22/14	$10,000.00
College Contribution		00.00
Estimated Project Cost		$10,000.00

4. Acceptance of $12,000 for door locksets in Hoyt Science Building

Allocation Date/Amount	5/8/14	$12,000.00
College Contribution		00.00
Estimated Project Cost		$12,000.00

5. Retrieval of $610.25 for door locksets in T.J. Majors Hall

Allocation Date/Amount	10/2/13	$15,000.00
Retrieval Date/Amount	7/22/14	610.25
Estimated Project Cost		$14,389.75

6. Acceptance of an additional $1,400,000 for HVAC upgrades in T.J. Majors Hall

Allocation Date/Amount	8/14/14	$1,400,000.00
College Contribution		00.00
Estimated Project Cost		$1,400,000.00

Wayne

1. Acceptance of an additional $92,000 for roof clerestory and fascia on Fine Arts building

Allocation Date/Amount	5/9/14	$92,000.00
College Contribution		10,000.00
Estimated Project Cost		$102,000.00

2. Acceptance of an additional $1,400,000 for HVAC/FLS/Windows in U.S. Conn Library

Allocation Date/Amount	8/14/14	$1,400,000.00
College Contribution		00.00
Estimated Project Cost		$1,400,000.00

1.2 Authorize Chancellor to Sign Construction Contract for Windows in Delzell Hall for Peru State College

Minutes Acceptance: Minutes of Nov 7, 2014 8:00 AM (Minutes Approval)

1.3 Authorize Chancellor to Sign Professional Services Contract for Wayne State College

Items for Discussion and Action

2. Academic and Personnel

2.1 First and Final Round Approval of Revisions to Board Policy 3020; Sexual Violence or Sex Harassment Reporting, Policies and Procedures

Revisions in Policy 3020 are being proposed as a result of changes in federal law, federal regulations and numerous new guidance documents. Title IX responsibilities continue to evolve for all the Colleges in the areas of education, training, investigations, reporting, judicial processes and general compliance.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 3020; Sexual Violence or Sex Harassment Reporting, Policies and Procedures was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.2 First and Final Round Approval of Revisions to Board Policy 4150; Degrees; General

A motion to approve the First and Final Round Approval of Revisions to Board Policy 4150; Degrees; General was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.3 First and Final Round Approval of Revisions to Board Policy 4620; Accreditation

A motion to approve the First and Final Round Approval of Revisions to Board Policy 4620; Accreditation was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.4 First and Final Round Approval of Revisions to Board Policy 4830; Academic Reports

Minutes Acceptance: Minutes of Nov 7, 2014 8:00 AM (Minutes Approval)

A motion to approve the First and Final Round Approval of Revisions to Board Policy 4830; Academic Reports was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.5 First and Final Round Approval of Revisions to Board Policy 5000; Equal Employment Opportunity

This policy amendment is updating the Equal Employment Opportunity Compliance Coordinator contact information for Wayne State College. In the future, the Chancellor will update the names and contact information as needed without bringing the policy back to the Board for approval. Article XIV of the Board's Bylaws grants the Chancellor the authority to "correct faulty internal references" in Board policies.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 5000; Equal Employment Opportunity was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.6 First and Final Round Approval of Revisions to Board Policy 5007; Anti-Harassment/Discrimination Policy

Policy 5007 has been revised to add definitions for dating violence, domestic violence, sexual assault, sexual violence and stalking. These definitions match the additions that have been proposed for Policy 3020. These changes result from new laws, regulations and compliance guidance documents from the federal government.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 5007; Anti-Harassment/Discrimination Policy was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.7 First and Final Round Approval of Revisions to Board Policy 5025; Volunteers

Policy 5025 was initially adopted by the Board of Trustees in April of 2014. After adoption, questions were raised as the Colleges worked to implement the policy terms. Proposed revisions in the policy now answer those questions and add clarity.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 5025; Volunteers was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.8 First and Final Round Approval of Revisions to Board Policy 5405; Retirement Plan; State College Employees

The amendments to this policy, located on page 2 of the policy, provide details regarding what type of prior employment service count toward eligibility for retirement plan participation. Prior service must be full-time, not part-time. Additionally, service must be at an "educational institution" which includes public and private elementary or secondary schools (K-12) in addition to post-secondary institutions.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 5405; Retirement Plan; State College Employees was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.9 Approve the International Studies Abroad and STA Travel Contracts for Chadron State College for Student Travel to London

A motion to approve the International Studies Abroad and STA Travel Contracts for Chadron State College for Student Travel to London was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.10 Approve the Organization for Tropical Studies Contract for a Costa Rica Trip for Chadron State College

Chadron State College requested approval for a contract with the Organization for Tropical Studies (OTS). OTS will provide the services necessary for a student study-abroad trip to Costa Rica in March of 2015. The trip will be a ten day intensive education program. In addition to the rigorous academic course, the students will experience Costa Rica through cultural activities, day trips and excursions.

A motion to approve the Organization for Tropical Studies Contract for a Costa Rica Trip for Chadron State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.11 Approve Memorandum of Understanding with Virtual Education Software, Inc. for Chadron and Wayne State Colleges

A motion to approve the Memorandum of Understanding with Virtual Education Software, Inc. for Chadron and Wayne State Colleges was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.12 Approve the Agreement for the Costa Rica Trip for Wayne State College

A motion to approve the Agreement for the Costa Rica Trip for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.13 Approve the Providence University in Taiwan Agreement for Wayne State College

A motion to approve the Providence University in Taiwan Agreement for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.14 Approve the Dragon Delights International Travel Agreement for Wayne State College for Travel to China

Wayne State College requested approval to enter into an agreement with Dragon Delights International Travel (DDIT). DDIT provides services necessary for a student study-abroad trip to the People's Republic of China in May of 2015. Services provided through the contract will include housing, transportation, tour guides and travel document needs.

A motion to approve the Dragon Delights International Travel Agreement for Wayne State College for Travel to China was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.15 Ratify the Chalk and Wire Learning Assessment Agreement for Wayne State College

A motion to Ratify the Chalk and Wire Learning Assessment Agreement for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.16 Approve EducationQuest Foundation KnowHow2Go Agreement for Wayne State College

A motion to approve the EducationQuest Foundation KnowHow2Go Agreement for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

2.17 Approve Midtown Health Center Memorandum of Understanding with Wayne State College

A motion to approve the Midtown Health Center Memorandum of Understanding with Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

3. Student Affairs, Marketing, and Enrollment

3.1 First and Final Round Approval of Revisions to Board Policy 3000; Admission Requirements; Undergraduate; General

The proposed changes to Board Policy 3000 enables college staff members to work with International students who need immunizations upon their arrival to campus. Each college has a plan in place to ensure that students who need immunizations receive them in a timely manner.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 3000; Admission Requirements; Undergraduate; General was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

3.2 First and Final Round Approval of Revisions to Board Policy 3010; Admission Requirements; Graduate

The proposed changes to Board Policy 3010 enables college staff members to work with International students who need immunizations upon their arrival to campus. Each college has a plan in place to ensure that students who need immunizations receive them in a timely manner.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 3010; Admission Requirements; Graduate was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

4. Fiscal, Facilities and Audit

4.1 Accept Revenue Bond Audit Report for Year Ended June 30, 2014

A motion to approve the Acceptance of the Revenue Bond Audit Report for the Year Ended June 30, 2014 was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

4.2 Accept and Approve the Naming of Areas of Armstrong and the Events Center for Chadron State College

The System Office and Chadron State recommended approval of the naming of the areas in the Armstrong Building and Events Center.

A motion to accept and approve the Naming of Areas of Armstrong and the Events Center for Chadron State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

4.3 Accept and Approve the Program Statement and Design Development Documents for the Park Avenue Project for Peru State College

JoAnne Kissel and Karen Nalow from The Clark Enersen Partners presented the program statement and the design development documents for the Park Avenue

project to the Board on November 6, 2014.

A motion to accept and approve the Program Statement and Design Development Documents for the Park Avenue Project for Peru State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

4.4 First and Final Round Approval of Revisions to Board Policy 3400; Tuition Remission

A motion to approve the First and Final Round Approval of Revisions to Board Policy 3400; Tuition Remission was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

4.5 First and Final Round Approval of Revisions to Board Policy 7015; Contracts; Limitations, Exemptions

A motion to approve the First and Final Round Approval of Revisions to Board Policy 7015; Contracts; Limitations, Exemptions was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

4.6 First and Final Round Approval of Revisions to Board Policy 7016; Contracts; Consulting Services

A motion to approve the First and Final Round Approval of Revisions to Board Policy 7016; Contracts; Consulting Services was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

4.7 First and Final Round Approval of Revisions to Board Policy 8020; Naming of Buildings and Other Facilities

A motion to approve the First and Final Round Approval of Revisions to Board Policy 8020; Naming of Buildings and Other Facilities was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

4.8 First and Final Round Approval of Revisions to Board Policy 8061; Capital Construction; Needs Statements

A motion to approve the First and Final Round Approval of Revisions to Board Policy 8061; Capital Construction; Needs Statements was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

4.9 First and Final Round Approval of Revisions to Board Policy 8062; Capital Construction; Program Statements

A motion to approve the First and Final Round Approval of Revisions to Board Policy 8062; Capital Construction; Program Statements was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

4.10 First and Final Round of Approval of Revisions to Board Policy 8065; Capital Construction; Contracts; Approvals

A motion to approve the First and Final Round of Approval of Revisions to Board Policy 8065; Capital Construction; Contracts; Approvals was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

4.11 First and Final Round Approval of Revisions to Board Policy 8066; Capital Construction; Contracts; Professional Consulting Services

A motion to approve the First and Final Round Approval of Revisions to Board Policy 8066; Capital Construction; Contracts; Professional Consulting Services was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

4.12 First and Final Round Revisions to Board Policy 8069; Capital Construction; Inspections; Substantial Completion; Final Completion

A motion to approve the First and Final Round Revisions to Board Policy 8069; Capital Construction; Inspections; Substantial Completion; Final Completion was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

4.13 Acknowledge Intent to Include Funding for the Addition of an HR Specialist Position in the Distribution of Funds for FY 2015-16

A motion to approve the Acknowledgement of Intent to Include Funding for the Addition of an HR Specialist Position in the Distribution of Funds for FY 2015-16 was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

4.14 Contracts and Change Orders for Approval

Wayne State Contract

- Student Center (evaluation and counseling services) -- $45,000

Nebraska State College System Change Order

- 1327 H Street, 3rd Floor (addendum to lease for additional office space) -- $900/month

A motion to approve the Contracts and Change Orders for Approval was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, and Peterson.

ABSENT: Blomstedt and Zeiss.

Items for Information and Discussion

5. Academic and Personnel

5.1 Online Programs Reports

The online programs report from each of the Colleges were provided to the Board for information.

5.2 Summer Instructional Load Reports

The summer instructional load reports from each College were provided to the Board for information.

5.3 Off Campus Course Offerings Summary

The off campus course offerings summary report was provided to the Board for information.

5.4 Quantitative Academic Reports

The quantitative academic reports from each of the Colleges were provided to the Board for information.

5.5 Reports of Personnel Actions

The personnel action reports were provided to the Board for information.

6. Student Affairs, Marketing, and Enrollment

6.1 NSCS Counselor Tour Update

The 2014 NSCS Counselor Tour was held in September with the eastern leg of the tour occurring on September 10 & 11 and the western leg of the tour following on September 17 & 18. Tour stops included Lincoln, LaVista, Wayne State, Peru State, Chadron State and Kearney. One-hundred thirty-six school counselors joined Lisa Stein, Heath Christiansen, Kevin Halle and Korinne Tande to get the latest news and information about each of the colleges. The largest session was in LaVista with over 50 participants. The admissions directors and Dr. Tande are considering new sites for the tour in 2015.

6.2 Summer Enrollment Reports

The summer enrollment reports from each College were provided to the Board for information.

6.3 Board of Trustees Scholarship Acceptance Report

The Board of Trustees scholarship acceptance report was provided to the Board for information.

6.4 NSCS Month Update

Governor Dave Heineman declared the month of October as NSCS Month during a proclamation ceremony at the Capitol held on September 11, 2014. The proclamation ceremony is part of a system-wide effort to encourage students and their families to visit Chadron, Peru and Wayne State Colleges during the month of October. Radio commercials aired September 15 - October 15 across the state to encourage seniors to visit the Colleges during October. The number of students who visited each College during the month was available at the board meeting.

6.5 Counseling Academy Report

The Nebraska State College System sponsored a booth and exhibit at the Nebraska School Counselor Association conference held in Lincoln on November 6 & 7, 2014. The conference expected about 200-300 school counselors from around the state.

6.6 NSCS Advantage Report

The Nebraska State College System Advantage program serves students, area communities, and Nebraska by guaranteeing that students who receive federal Pell Grants and enroll as first time freshmen will pay no tuition at Chadron, Peru and Wayne State Colleges.

6.7 Chancellor's Summary Report

The Chancellor's Summary Report (CSR) was developed to provide data regarding the NSCS in a summary format to the Board of Trustees and the general public. The data is a snapshot of information taken from various reports submitted by the Colleges at varying times of the year.

7. Fiscal, Facilities, and Audit

7.1 Remission Fund Award Report by Category

In accordance with the Board’s Tuition Remissions Policy #3400, the Colleges have provided the Chancellor with a summary of the remission funds awarded by category. Remissions are permitted by the state, which allows the NSCS to collect either no tuition or reduced tuition from students meeting specific criteria that are approved by the Board. The categories approved by the Board are spelled out in Board Policy #3400.

7.2 Report on Expenditures Per FTE Student

The report on expenditures per FTE student was provided to the Board for information.

7.3 Special Tuition Rate Reports

Annually the Colleges prepare a report for the System Office on student participation in special tuition rate programs. These reports include the Chadron State Eagle Rate, Peru State One Rate Any State, Wayne State Bridge Rate, Non-Resident Scholars, and the Dual Enrollment programs. Further information was provided at the meeting.

7.4 Physical Plant Status Reports

The physical plant status reports were provided to the Board for information.

7.5 Capital Construction Quarterly Reports

As required by Board Policy 8050, capital construction quarterly reports for construction projects from each of the Colleges were provided to the Board for information.

Chadron

1. Armstrong Gymnasium - Phase I - Interim Report
2. Eagle Ridge Housing - Interim Report
3. Rangeland Center - Phase I - Interim Report
4. Rangeland Lab Building - Interim Report

Peru

1. Oak Bowl Renovation - Interim Report

Wayne

1. Carhart Renovation, Phase III - Interim Report
2. Field Turf/Track Resurfacing - Final Report
3. Lindahl Drive Improvements - Interim Report
4. U.S. Conn Library Renovation - Interim Report

7.6 Contracts and Change Orders for Information

The report on contracts and change orders from each of the Colleges were provided to the Board for information.

Chadron State Contracts

- Market Development Office (recruitment of international students) - not to exceed 10% of out-of-state tuition (12 reported)
- Residence Halls (CPR/first aid) -- $875
- Student Center (DJ for campus dance) -- $400
- Memorial Hall (perform in Galaxy Event) -- $5,748.29
- Student Center (musical performance) -- $1,500
- Student Center (stage hypnosis show) -- $800
- Armstrong Gym (CSC Cheer Team stunt clinic) -- $2,000 plus lodging, meals, travel
- Campus (counseling services) -- $60/hour not to exceed $24,000
- Hildreth Hall (roof repairs) -- $4,051

Minutes Acceptance: Minutes of Nov 7, 2014 8:00 AM (Minutes Approval)

- Campus (counseling services) -- $60/hour-regular business hours; $90/hour-after hours; not to exceed $24,000
- Student Center (music concert) -- $715
- Memorial Hall (speaker) -- $15,500 plus lodging
- Memorial Hall (design, provide, alter costumes for production) -- $800
- Memorial Hall (wilderness speaker for Galaxy Event) -- $813 plus meals and lodging
- Market Development Office (program manager for student Cuba trip) -- $3,000 per enrolled student; $3,150 per program facilitator
- Chadron Hospital/Clinic (provide PA or Nurse Practitioner for student referrals) -- $130/date of service
- Student Center (DJ and music) -- $400
- Dawes County Rodeo Grounds (provide rough stock for CSC college rodeo) -- $7,500
- Dawes County Rodeo Grounds (provide timed event cattle for CSC college rodeo) -- $3,750
- Memorial Hall (vocal entertainment) -- $6,500 plus lodging
- Campus (advertising spots) -- $5,000 annual
- Campus Center (band) -- $200
- Campus Center (band) -- $200
- Campus Center (band) -- $200
- Memorial Hall (provide masterclass for music students) -- $175
- Memorial Hall (workshop on curriculum planning for elementary music classroom) -- $500 plus mileage and hotel
- Memorial Hall (install acoustical band shell) -- $101,433
- Boiler House (supply wood fuel for heating/cooling) -- $35.65/ton
- Student Services (assist disabled student as scribe/typist) -- $50/week

Peru State Contracts

- Campus (marketing/advertising - state track signature page) -- $25
- Complex Housing (maintenance - servicing and checking all A/C units) -- $3,420
- Administration Building President's Suite (painting) -- $685
- Hoyt Science Outside Stairs (concrete repair) -- $1,450
- Morgan Hall (installation of down spouts) -- $2,430
- ESU #4 Auburn Location (grad courses replaced by ESU training) -- $519.13
- Campus (marketing/advertising - college and career special edition) -- $2,760
- Campus (marketing/advertising - Offutt Air Show magazine/program trading cards) - $3,018
- Morgan Hall (fire alarm upgrade) $7,031
- President's House (outside window washing) -- $360
- Chicago, IL (presentation at conference) -- $214
- Campus (purchase extinguishers and semi-annual checks) -- $3,362.95
- Chicago, IL (attend a LiveText annual conference) -- $1,575
- Oak Bowl/AWAC (first aid station for 2014/2015 academic year) -- $40/event
- Oak Bowl/AWAC (medical assistance for 2014/2015 academic year) -- $80/event

Minutes Acceptance: Minutes of Nov 7, 2014 8:00 AM (Minutes Approval)

- Campus (website calendar software) -- $1,079.70
- CATS (install main board alarm and ancillary boards for alarm system) -- $6,150
- Student Center (duo musical artist - Oakstock) -- $1,750
- Morgan Hall (masonry repairs around tuck points on north, south and east sides of the building) -- $1,186
- Campus (web-based software online, interactive career and education planning system) -- $964
- Complex Housing (installing new dry nitrogen heat pumps) -- $13,325
- Quad (new student weekend artist) -- $2,280
- Quad (Oakstock entertainment) -- $2,800
- Campus (voter registration platform) -- $500
- Peru Elementary School (architectural, structural, mechanical and electrical disciplines) -- $5,000
- Quad (Oakstock artist) -- $4,125
- CATS (financial literacy workshop speaker) -- $300
- Sapp Plaza (artist) -- $1,900
- Campus (advertising in Pig Skin Preview - full page) -- $5,200
- Library (4 Gale database licenses) -- $1,500
- Oak Bowl and Oak Hill (install gravel for new parking lots) -- $31,500
- Student Center (repair oven vent in kitchen) -- $693.60
- Little Red Schoolhouse (painting interior and exterior) -- $3,460
- Oak Bowl (commercial tab for Oak Bowl ribbon cutting) -- $18,200
- CATS (keynotes and seminar) -- $1,575
- Water Plant (install fencing around the water plant) -- $4,023.99
- Student Center (massage with water for students) -- $1,620
- Theatre (presentation) -- $2,700
- Delzell Hall (install fencing around outdoor basketball court) -- $4,001.69
- Delzell Hall (architectural fees) -- $32,400
- TJ Majors/Professional Studies Students (live radio stream) -- $270/month
- Hoyt Building/Theatre (clinician/adjudicator for PSC show choir festival) -- $1,300 plus 3 nights of lodging
- Admissions/Administration Building (high school student inquiries) -- $5,000
- AWAC (yearly inspection of basketball units and divider curtains) -- $2,000
- TJ Majors (guest speaker for College 101) -- $250
- TJ Majors (installation of replacement down spouts and gutters) -- $828
- Campus (rental of 3-4 passenger golf carts for Oak Bowl ribbon cutting) -- $425
- Student Center (repair cooler doors) -- $1,077.89
- AWAC (repair ice machines) -- $2,153.58
- Campus (provide preventative maintenance services for all refrigeration equipment/twice a year) -- $1,717.76
- Campus Service Building (replace compressor) -- $1,395.15
- Jindra Fine Arts (presentation in class 201) -- $100
- AWAC (moments in a crystal) -- $3,750
- AWAC (touch-up exterior painting) -- $835

- Student Center (sound and lighting equipment for Oakstock August 21) -- $1,625
- West of AV Larson (backfill excavated area) -- $2,500
- Oak Bowl (rental of bleachers for ribbon cutting) -- $1,575.02
- West of AV Larson (replace concrete curb and gutter) -- $5,540
- TJ Majors Building (HVAC building upgrade) -- $2,780,500

Peru State Change Order

- Administration Building (#1 extending end date to 9/30/14 for web page design) -- $0.00

Wayne State Contracts

- Hahn Administration (build new office on 3rd floor) -- $10,980
- Hahn Administration (install carpet in room 219) -- $265
- Rice Auditorium (canopy repairs) -- $2,695
- Humanities (test KWSC transmitter, remove and replace antenna) -- $12,623.09
- Campus (maintenance tests on campus fire extinguishers) -- $2,054
- Terrace Hall (remove and replace elevator carpet) -- $60
- Rice Auditorium (replace carpet in NE entry and hallway) -- $869.92
- Campus (remove trees, clean up debris and remove stumps [storm damage]) -- $2,350
- Main Street Entrance (paint pole, electronic message display and sign cabinet) -- $1,998.24
- Alumni House (install deck) -- $2,000
- Soccer Field (add retaining wall) -- $2,014
- Campus (inspections of campus fire sprinkler systems) -- $12,200
- Rec Center (replace racquetball flooring) -- $20,350

Wayne State Change Orders

- Peterson Fine Arts (#1 deduct dry sprinkler system; add transfer air grills & paint) - ($3,082)
- Peterson Fine Arts (#1 vestibule roof edge metal) -- $3,207
- Campus (#1 replace handicap ramp, new trench drain, sidewalk) -- $3,330
- U.S. Conn Library (#4 remove ACM mechanical pipe insulation fittings) -- $1,225
- Humanities (#4 remove doors) -- $371
- Track (#3 additional track lines) -- $1,033.39
- U.S. Conn Library (#5 remove 28 metal ducts in attic/2nd floor) -- $2,045
- U.S. Conn Library (change in shelving set up) -- $1,400

NSCS Contract

- System Office (cleaning services) -- $220/month
- System Office (legal services) - variable rates

7.7 Grant Applications and Awards

The grant applications and awards from each of the Colleges were provided to the Board for information.

Minutes Acceptance: Minutes of Nov 7, 2014 8:00 AM (Minutes Approval)

8. Miscellaneous Action and Information Items

i. Chancellor's Report

8.1.1 Chancellor's Report

Chancellor Carpenter indicated he was looking forward to working with the new Governor and 18 new senators. He reminded all of the Senator's Reception that would be held January 20, 2015 and thanked the Foundations for their support.

ii. Presidents' Report

8.2.1 President's Reports

WSC President Frye reported on the annual college ranking reports.

PSC President Hanson reported on the strong revenue bond program at PSC.

CSC President Rhine reported on the changes made to the Executive Council at CSC.

iii. Student Trustees' Report

CSC Student Trustee Jacob Rissler reported on the various activities that had occurred at CSC recently.

PSC Student Trustee Rachel Henry reported on the various activities that had occurred at PSC.

WSC Student Trustee Matt Mullins reported on the various activities that had occurred at WSC.

Adjournment

The meeting was closed at 9:29 AM

_____

Stan Carpenter, Chancellor

Minutes Acceptance: Minutes of Nov 7, 2014 8:00 AM (Minutes Approval)

ITEMS FOR CONSENT AGENDA

January 21, 2015

ACTION: **Approve LB 309 Allocations and Retrievals**

The following items are submitted for approval.

Peru

1. Retrieval of $1,700 for ADA perimeter access study

Allocation Date/Amount	2/25/14	$25,000.00
Retrieval Date/Amount	10/3/14	1,700.00
Estimated Project Cost		$23,300.00

2. Retrieval of $7,109.28 for HVAC controls upgrade in Hoyt Science Building

Allocation Date/Amount	6/5/13	$60,000.00
Retrieval Date/Amount	10/3/14	7,109.28
Estimated Project Cost		$52,890.72

Wayne

1. Retrieval of $24,482.46 for Roof clerestory and fascia on Fine Arts Building

Allocation Date/Amount	11/19/12	$287,000.00
Retrieval Date/Amount	11/5/14	24,482.46
Estimated Project Cost		$262,517.54

2. Acceptance of $20,000 for roof design and replacement on Gardner Hall

Allocation Date/Amount	11/7/14	$20,000.00
College Contribution		00.00
Estimated Project Cost		$20,000.00

The System Office recommends approval of the LB 309 Allocations and Retrievals.

ITEMS FOR CONSENT AGENDA

January 21, 2015

ACTION: **Approve Continuation of Bookstore Contracts**

Validis Resources signed a Lease and Operating Agreement with Chadron State College effective July 1, 2009 through June 30, 2016 with appropriate renewal and non-renewal provisions to operate a bookstore consisting of approximately 2,900 square feet located in the Campus Student Center. CSC receives 10% on the first $1.5 million of all gross revenue; 11% over $1.5 million.

Peru recommends extension of its bookstore contract with Validis Resources for the operation of the bookstore for the 2015-16 fiscal year with two negotiated changes addressing minimum staffing requirements and number of textbooks available for each course at the start of each semester. This is the final renewal period for the contract. For the right to operate the bookstore, Validis agrees to pay the College a commission of 6.5% of Net Revenue up to $1,000,000, plus 7.5% of Net Revenue over $1,000,000.

Wayne recommends continuation with Follett Higher Education Group, Inc. for the operation of the bookstore. The terms of the contract are for the period of July 1, 2014 through June 30, 2016, unless terminated by either party giving at least one hundred twenty (120) days written notice to the other party. For the right to operate the bookstore, Follett Higher Education Group, Inc. will pay commission of 11.10% of all Gross Revenue up to $2,000,000 plus 13.10% of any part of Gross Revenue over $2,000,000 or $160,000 (Guaranteed Annual Commission), if commission calculations are below the Guaranteed Annual Commission.

The System Office recommends approval of the Continuation of Bookstore Contracts.

ITEMS FOR CONSENT AGENDA

January 21, 2015

ACTION: **Approve the Authorization for Chancellor to Sign Contract for the Metering Project at Peru State College**

The Metering Project at PSC is funded entirely by the 309 Task Force for Building Renewal, and will provide metering of utilities for individual state supported buildings at the College. The project will allow the college to better monitor and manage utilities consumption for state buildings. In order to keep the project on schedule, PSC seeks authorization for the Chancellor to sign the eventual construction contract, which will be in excess of $100,000.

The System Office and Peru State College recommend approval of the Authorization for Chancellor to Sign Contract for Peru State College.

ITEMS FOR CONSENT AGENDA

January 21, 2015

ACTION: **Approve the Authorization for Chancellor to Sign Contract for Wayne State College**

The System Office and Wayne State respectfully request authorization for the Chancellor to sign a contract for an upcoming Campus Lighting project.

In conjunction with the Lindahl Drive Improvements project, WSC would like to convert the remaining street and pedestrian lights owned by the City of Wayne to campus owned lights. WSC estimates this project to cost approximately $200,000 for upgrading the lights to energy saving LED's.

The System Office and Wayne State College recommend approval of the Authorization for Chancellor to Sign Contract for Wayne State College.

ITEMS FOR CONSENT AGENDA

January 21, 2015

ACTION: **Approve the Authorization for Chancellor to Sign Payment Gateway Credit Card Software Contract**

The System Office requests authorization for the Chancellor to sign a payment gateway credit card software contract for an amount not to exceed available funding. The existing contract expires on March 8, 2015, and the intent is for the System Office and the Colleges to extend the existing contract by one year in order to adequately research future options, manage an in-depth Request For Proposals process per state law, and then negotiate a long-term contract based on the results of the RFP process.

The System Office recommends approval of the Authorization for Chancellor to Sign Credit Card Software Contract.

ITEMS FOR CONSENT AGENDA

January 21, 2015

ACTION: **First and Final Round Approval of Revisions to Board Policy 8032; Facilities; Access, Physically Handicapped**

Revise to clarify that campus ADA coordinators address complaints, and other revisions to make the policy consistent with the federal Department of Justice accessibility standards issued in 2010.

The System Office recommends approval of the Revisions to Board Policy 8032; Facilities; Access, Physically Handicapped.

ATTACHMENTS:

- Revisions to Board Policy 8032 (PDF)

FACILITIES, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 8032 Facilities; Access, Physical~~ly~~ ~~Handicapped~~Disability Page 1 of 1

BOARD POLICY

No otherwise qualified person should, solely by reason of his/her physical disability, be excluded from participating in, be denied the benefits of, or be subject to discrimination, insofar as the academic programs in the State College System are concerned. The provisions set forth in the Americans with Disabilities Act of 1990 are to be enacted so that individuals with disabilities will receive fair treatment and be provided with equal opportunities as do other campus students, staff or visitors.

To ensure the above, the Board directs each of the ~~State~~ Colleges to:

1. Designate a campus coordinator to ~~direct and~~ oversee activities related to the ADA compliance and to address ADA complaints.

~~2. Develop a procedure for addressing ADA complaints~~

~~3~~2. Provide reasonable accommodation and access to individuals with disabilities in the services, activities and programs provided, sponsored or conducted by the ~~college~~College.

3. Ensure that, as facilities are renovated or new buildings constructed, professional consultants designing the project will design the facilities to meet the 2010 ADA Standards for Accessible Design as enforced by the state authority having jurisdiction.

~~In determining the institutions' ability to respond to the accessibility directive listed above, each college will do the following:~~

~~1. survey its facilities to analyze existing conditions~~
~~2. identify barriers and deviations from ADA criteria~~
~~3. devise compliance strategies and optional methods of barrier removal~~
~~4. develop cost estimates for barrier removal options~~
~~5. design readily achievable improvements for barrier removal and ADA compliance (readily achievable is defined as "easily accomplishable and able to be carried out without much difficulty or expense")~~
~~6. develop implementation plan for removal of barriers, with priorities and dates of completion~~
~~7. review and update the implementation plan annually~~

~~As facilities are renovated or new buildings constructed, professional consultants designing the project will be expected to design the facilities so that a high degree of convenient access is possible.~~

Legal Reference: Title II of the Americans with Disabilities Act of 1990 as amended, and Section 504 of the Rehabilitation Act of 1973

Policy Adopted: 3/11/94
Policy Revised:

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

January 21, 2015

ACTION: **First and Final Round Approval of Revisions to Board Policy 4100; Program Approval**

This policy has been updated to more closely align the criteria and requirements for new program proposals for Board approval to those established for new program proposals by the Nebraska Coordinating Commission of Postsecondary Education (CCPE). This will allow each College to develop one report that can more effectively meet the expectations of both approving bodies.

The System Office recommends approval of the Revisions to Board Policy 4100; Program Approval.

ATTACHMENTS:

- Revisions to Board Policy 4100 (PDF)

ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 4100 New Program Approval

BOARD POLICY

All new programs, which include degrees~~ and addition of~~, majors~~ to existing degrees~~, options/concentrations and endorsements within majors, and ~~or~~ minors, ~~where a major does not exist~~ shall be submitted to the ~~Chancellor~~ Vice Chancellor for Academic Planning and Partnerships, who will formulate a recommendation for the Chancellor and Board through the Academic Affairs ~~Subc~~Committee.

Academic program termination and subsequent reinstatement of a program require approval of the Board.

PROCEDURE

Institutions should ~~use the forms~~follow the guidelines below, which are based upon ~~prescribed by~~ the Coordinating Commission for Postsecondary Education's ~~for~~ "Proposal~~ed~~ for New Instructional Programs."~~ In cases where those forms are not applicable, the programs should be presented to the Board in the following manner~~ The completed proposal and any supporting documentation should be submitted to the Vice Chancellor for Academic Planning and Partnerships. The proposal should include the following criteria for program consideration:

1. Descriptive information
    a. Name of institution;
    b. Name of program;
    c. Degrees/credentials to be awarded graduates of the program;
    d. Other programs offered in this field by the institution;
    e. CIP code;
    f. Administrative units for the program;
    g. Proposed delivery site(s) and type(s) of delivery, if applicable;
    h. Proposed date (term/year) the program will be initiated; and
    i. Description, including credit hours and other requirements (program of study) and purpose of the proposed program.

2. Centrality to Role and Mission

    Assurances that proposed program is consistent with its role and mission, as defined in Nebraska statutes, and that consideration of this program proposal at the College included faculty from across the institution.

3. Evidence of Need and Demand

    a. Need for the program – provide information, such as data, surveys, or studies, regarding:
        i. Workforce needs of business, industry, and employers;
        ii. Job and educational advancement opportunities for graduates; and
        iii. Potential for the program to contribute to society and economic development, where appropriate.

    b. Demand for the program – provide studies, surveys, or other evidence about student demand, including:
        i. Number of students expected to enroll in the program in each of the first five years of operation; and
        ii. Minimum number of students required to make the program viable.

Attachment: Revisions to Board Policy 4100 (1336 : Revisions to Board Policy 4100; Program Approval)

4. Adequacy of Resources –

Assurances that the proposed program has resources adequate to develop and implement the program, a summary of the resources that will be available to the program, any special plans to encourage or maximize the efficient use of resources, and explanation of basis on which a decision about the adequacy of resources was made. The following areas should be addressed:

a. Faculty and Staff Resources
   i. Number of current faculty and staff required to implement the proposed program in the responsible unit; and
   ii. Additional new faculty and/or administrative and support staff required, including graduate assistants, along with expected qualifications for these individuals.

b. Physical Facilities
   i. Location of the proposed program;
   ii. Additional physical facilities, such as classrooms, laboratories, and offices, that will be require for the program; and
   iii. Plans for renovating existing facilities, constructing new facilities, or leasing additional facilities for the proposed program within the next ten years.

c. Instructional Equipment and Informational Resources
   i. Computers;
   ii. Library holdings;
   iii. Data services; and
   iv. Telecommunication connectivity.

d. Budget Projections for first five years of program
   i. Projected expenses (CCPE Table 1 or comparable representation)
   ii. Reallocation of existing resources and/or other revenue sources for expenses (CCPE Table 2 or comparable representation)

5. Avoidance of Unnecessary Duplication

a. Identify other similar programs offered in the state by public or private institutions;
b. Identify any similar programs offered within the states that are members of the Midwestern Higher Education Compact; and
c. For graduate and professional programs, identify similar programs offered in contiguous states that would be reasonably accessible to Nebraska residents.

6. Consistency with the *Comprehensive Statewide Plan for Postsecondary Education*

Explain how this program would enhance relevant statewide goals for education.

~~1. Specify the objectives to be reached by the addition of this program;~~

~~2. Specify in detail present faculty, facilities and equipment, and library holdings in support of this program, and compare them to known or anticipated minimum standards for accreditation;~~

~~3. Additional faculty requirements should be detailed as to qualifications, salary, and recruitment;~~

Attachment: Revisions to Board Policy 4100 (1336 : Revisions to Board Policy 4100; Program Approval)

ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 4100 New Program Approval

~~4. Increased costs are to be submitted in detail for the first year, for the biennium, and an estimate of the continuing costs of the program over a five year period. These costs should reflect new faculty, increased library costs, space requirements, equipment, and other facilities needs;~~

~~5. Scrutinize a new program as to the effect on enrollment, numbers of students (both graduate and undergraduate) with lower and upper division course breakdowns, and the number expected to graduate over a ten year period;~~

~~6. List the new courses this program will add to the curriculum and specify the course requirements for the degree;~~

~~7. Indicate the inter-departmental implications of additions to this program or supporting courses in departments which contribute to the new program of studies; and~~

~~8. Explain how the recommendation to submit this proposal to the Board was made. Note whether faculty institution-wide were involved in the decision.~~

In all cases, the Board may require objective consultants to assist the Board in analyzing the proposal and arriving at a ~~just~~ decision. A copy of every proposal shall be forwarded to the ~~System Academic Officer~~Vice Chancellor for Academic Planning and Partnerships once it has been approved at the College level. ~~and to the academic officers of the units of the Nebraska State College System as soon as it has been approved by the college concerned.~~

Legal Reference: RRS 85-308 State Colleges; purpose and courses

Policy Adopted: 1/28/77
Policy Revised: 6/5/93
Policy Revised: 6/2/06
Policy Revised:

Attachment: Revisions to Board Policy 4100 (1336 : Revisions to Board Policy 4100; Program Approval)

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

January 21, 2015

ACTION: **First and Final Round Approval of Revisions to Board Policy 4200; Program Review Procedure**

This policy has been updated to more closely align the criteria and requirements for existing program review for Board approval to those established for existing program review by the Nebraska Coordinating Commission of Postsecondary Education (CCPE). This will allow each College to develop one report that can more effectively meet the expectations of both approving bodies.

The System Office recommends approval of the Revisions to Board Policy 4200; Program Review Procedure.

ATTACHMENTS:

- Revisions to Board Policy 4200 (PDF)

ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 4200 Existing Program Review~~; Procedure~~ Page 1 of 3

BOARD POLICY

Existing programs shall be reviewed on a regular basis by each College. Such review shall be for the purpose of determining the quality and effectiveness of each program, the efficiency with which each is delivered, and for the purpose of avoiding unnecessary duplication. Such review shall be consistent with state statutes and shall contain both qualitative and quantitative measures representative of sound academic practices. The review process provides for evaluation of each academic program once every seven (7) years and is primarily a self-study conducted at the department, school and/or college levels. Although designed to assist in program improvement to enhance program quality and promote attainment of educational goals, the review is also useful in planning and assuring efficient use of resources.

PROCEDURE

Review criteria for existing instructional programs shall include the following elements, which are consistent with the review requirements of the Coordinating Commission for Postsecondary Education (CCPE):

1. Program Description

    a. List of majors, options/concentrations, endorsements, and/or minors offered within the program;
    b. Definition and number of hours required for program completion (programs of study), according to Board Policy 4140;
    c. Description of programmatic accreditation, if any;
    d. Description of any programmatic concerns based on assessment of program.

2. Adequacy of Resources and related concerns, if any, in the following areas:

    a. Faculty and faculty-related resources;
    b. Informational resources (library, technology, data services, etc.);
    c. Physical facilities and instructional equipment, if applicable; and
    d. Fiscal resources.

3. Evidence of Demand and Efficiency (per established CCPE standards)

    a. Student Credit Hours (SCH)
    b. Faculty Full-time Equivalency (FTE)
    c. SCH/FTE percentages
    d. Number of degrees and awards

4. Justification and evidence of need if the program is below established CCPE thresholds – one or more of the following statements must be supported with a detailed explanation:

    a) Program is critical to the role and mission of the institution;
    b) Program contains courses supporting general education or other programs;
    c) Program is an interdisciplinary program;
    d) Student or employer demand, or demand for intellectual property is high and external funding would be jeopardized by discontinuing the program;
    e) Program provides unique access to an underserved population or geographical area;
    f) Program meets a unique need in the region, state, or nation;
    g) Program is newly approved within the last five years (no additional justification is needed)
    h) Other

1. ~~Curriculum~~
   a. ~~List of minors, options, and endorsements offered within the major~~
   b. ~~Definition and number of hours required for program completion according to Board Policy 4140~~
   c. ~~Description of course capstone experienced~~
   d. ~~Program assessment findings~~
   e. ~~Distance learning opportunities~~
2. ~~Centrality to the role and mission of the College;~~
3. ~~Consistency with the Nebraska State-wide Comprehensive Plan;~~
4. ~~Consistency with the Nebraska State College System Strategic Plan;~~
5. ~~Objective evidence of need and demand;~~
6. ~~Adequacy of available and anticipated resources to support the program, such as:~~
   a. ~~Faculty and faculty-related resources;~~
   b. ~~Library resources;~~
   c. ~~Physical facilities and instructional equipment; and~~
   d. ~~Fiscal resources and costs.~~
7. ~~Program quality and student success, including:~~
   a. ~~Number of graduates (5 years);~~
   b. ~~Headcount (5 years);~~
   c. ~~Student credit hour production (5 years);~~
   d. ~~Student credit hour per FTE (5 years); and~~
   e. ~~Estimated program capacity.~~
8. ~~Specific actions and strategies to improve recruitment and retention; student financial aid; and transfer of credit;~~
9. ~~Accreditation;~~
10. ~~Career follow-up information, including employment statistics and students pursuing advanced study;~~
11. ~~Service to non-majors; and~~
12. ~~Any additional information to assist the Board in determining the quality and effectiveness, efficiency, and non-duplicative aspects of each program.~~

Each College shall perform the review according to the criteria outlined above and shall ~~-~~submit the results to the Vice Chancellor for Academic Planning and Partnerships~~Board~~ for its review, along with supporting documentation and a recommendation for each program reviewed.~~ as to whether or not the program meets or does not meet the following criteria:~~

   a. ~~Consistency with the College's role and mission;~~
   b. ~~Consistency with the State-wide Comprehensive Plan;~~
   c. ~~Consistency with the Nebraska State College System Strategic Plan;~~
   d. ~~Has sufficient institutional resources to support the program;~~
   e. ~~Meets or exceeds the threshold requirements established by the CCPE; and~~
   f. ~~Is of sufficient quality.~~

In the event a program does not meet ~~all of the above mentioned criteria~~or exceed the threshold requirements established by the CCPE, the College shall ~~provide the Board with~~include either a recommendation~~s~~ for terminating the program or a plan for taking corrective action which will improve and justify continuance of the program.

Attachment: Revisions to Board Policy 4200 (1404 : Revisions to Board Policy 4200; Program Review Procedure)

ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

Legal Reference:	RRS 85-1414	Programs; capital construction projects; review; commission, public institution, and governing boards; duties

Policy Adopted: 3/6/85
Policy Revised: 6/5/93
Policy Revised: 1/12/10

Attachment: Revisions to Board Policy 4200 (1404 : Revisions to Board Policy 4200; Program Review Procedure)

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

January 21, 2015

ACTION: **First and Final Round Approval of Revisions to Board Policy 5021; Delegation of Authority to Make Certain Appointments**

Policy 5021 has not been reviewed in several years. The policy, as currently written, did not address reports to the Board regarding separations from employment and personnel actions in the System Office.

The System Office recommends approval of the Revisions to Board Policy 5021; Delegation of Authority to Make Certain Appointments.

ATTACHMENTS:

- Revisions to Board Policy 5021 (PDF)

PERSONNEL, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 5021 Delegation of Authority to Make Certain Appointments

BOARD POLICY

All full-time (0.75 FTE on an annualized basis or more) personnel appointments must be reviewed and approved by the ~~College~~ President and reported to the Chancellor. All full-time employment separations shall also be reported to the Chancellor. The Chancellor shall report such changes to the Board on a regular basis.

All full-time System Office personnel appointments and employment separations shall be reported to the Board on a regular basis.

An appointment that represents a new full-time position, ~~a previously unfunded position,~~ or an increase or decrease in budgeted FTE must be reviewed and approved by the Chancellor prior to its effective date. ~~The Chancellor shall report such changes to the Board on a regular basis.~~

All part-time appointments (less than 0.75 FTE)~~; including overload assignments and summer school contract extensions for full-time faculty~~ must be reviewed and approved by the ~~College~~ President and reported to the Chancellor. The Chancellor shall report such changes to the Board on a regular basis.

PROCEDURE

1. Records of the appointments covered by this policy will be maintained in the respective ~~Presidents' offices and~~College Human Resources Offices or in the System Office ~~of the Chancellor~~. ~~and will be available for inspection. Information on specific appointments will be available on written request.~~

2. The System Office will develop appropriate forms for reporting all personnel appointments. All personnel appointments are to be filed in report form with the Chancellor along with all other personnel actions in preparation for Board meetings. Once each year the Chancellor shall provide a summary report to the Board on all full- and part-time faculty, professional and support staff appointments in the System, as well as all vacant positions that have been budgeted.

Policy Adopted: 6/5/93
Policy Revised: 11/11/95
Policy Revised: 4/13/00
Policy Revised: 6/13/03
Policy Revised: 6/2/06
Policy Revised:

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

January 21, 2015

ACTION: **First and Final Round Approval of Revisions to Board Policies 5102; 5103 and 5104**

The revisions to Board Policies 5102, 5103 and 5104 align them with the recently ratified 2015-2017 Bargaining Agreements for SCEA, NSCPA and NAPE/AFSCME.

The System Office recommends approval of the Revisions to Board Policies 5102, 5103 and 5104.

ATTACHMENTS:

- Revisions to Board Policy 5102 (PDF)
- Revisions to Board Policy 5103 (PDF)
- Revisions to Board Policy 5104 (PDF)

PERSONNEL, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 5102 Faculty Employees Excluded from the SCEA Bargaining Unit

BOARD POLICY

The terms and conditions of employment described in this policy apply to faculty employees who are excluded from the SCEA collective bargaining unit.

ABANDONMENT

Employees may be considered to have abandoned the job if absent from work for longer than two (2) scheduled work days without being on approved leave. Abandonment shall be considered as a voluntary resignation not in good standing.

APPOINTMENTS

Full-time (at least .75 FTE) faculty special appointments will be limited to three (3) academic years.

BACKGROUND CHECKS

Offers of employment may be contingent on the applicant/employee successfully passing a background check.

BENEFITS

The Board shall make group medical, dental, vision, life, and long-term disability insurance coverages available to employees who are employed full-time on a continuing basis in a budgeted position (at least .75 FTE). Employees employed less than .75 FTE are not eligible for group medical, dental, vision, life or long-term disability coverages.

For medical and dental insurance, the Board will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the individual plan, with the employee responsible for the remaining amount of the cost of coverage. For those employees who opt for coverage under a family plan, the Board 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 plan, with the employee 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 an employee makes toward single coverage.

The Board will contribute fifty percent (50%) toward the cost of single vision coverage for any plan option selected by the employee.

A life insurance plan offering group term life insurance coverage in the amount of thirty thousand dollars ($30,000) will be provided at the Board's expense with the employee permitted to supplement the basic coverage with either a ten thousand dollar ($10,000), twenty thousand dollar ($20,000), fifty-thousand dollar ($50,000), one-hundred thousand dollar ($100,000), or one-hundred eighty thousand dollar ($180,000) optional life insurance policy addition at the employee's expense. 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.

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 Board will provide seventy-five percent (75%) of the aggregate costs of this coverage.

The Board shall provide an opportunity for employees (employed at least .75 FTE full-time) 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.

The Board shall make an Employee Assistance Program available for employees (employed at least .75 FTE full-time). The Board 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.

DISCIPLINARY ACTION

Employees may be terminated from employment prior to the expiration of the current employment appointment for adequate cause. The exercise of academic freedom or constitutionally guaranteed civil rights will not be used as a basis for termination of employment. The College shall adopt and promulgate rules of conduct for distribution to employees in the form of an employee handbook, including but not limited to grounds for disciplinary action.

A decision to terminate an employee for cause will be made by the President, after the employee has had an opportunity for a hearing before a committee established by the President. When considering a termination for cause, the President or designee shall prepare a formal statement of charges, framed with reasonable particularity, and setting forth the grounds for termination. Said statement of charges shall be provided to the employee.

Within ten (10) ~~twenty (20) calendar~~ business days of the receipt of the charges, the employee may submit a written response to the President and shall indicate whether he or she desires a hearing before the committee. If no written response is received, or if a hearing is not requested within the specified time, such failure constitutes the waiver of the right to a hearing.

If the employee requests a hearing, the ~~committee~~ President shall set the date and time for that hearing as soon as possible in order to permit the parties to reasonably prepare for the hearing.

During the hearing, the employee may bring an advisor and/or counsel at his or her own expense to the proceedings. A complete recording of the hearing will be made, and upon request, a copy will be made available to the employee at his or her own cost. The employee will be afforded an opportunity to obtain and present necessary witnesses and documentary or other evidence. The employee and the College will have the right to confront and cross-examine all adverse witnesses.

The committee shall prepare a written statement of findings of fact and recommendation, which shall be delivered to the employee, the President, and the Chancellor, within ten (10) working days following conclusion of the hearing. The findings of fact shall be based on a preponderance of the evidence in the record considered as a whole, as determined by a majority of the committee. The President shall review and consider the committee's recommendations prior to making a decision regarding the termination of employment. The President's decision shall be rendered within ten (10) business days.

If the employee is not satisfied with the decision of the President the employee may make a written request to the Chancellor within ten (10) ~~working~~ business days of the receipt of the President's decision. The Chancellor shall

written decision regarding the dismissal within twenty (20) ~~working~~ business days. The decision of the Chancellor, on behalf of the Employer, will be final. The dismissed employee may only seek additional recourse under available state and federal law.

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

DRUG AND ALCOHOL TESTING

In the interest of maintaining a safe, healthy, and efficient workplace for all employees, and to protect the Board's property, information, equipment, and reputation, the Board has established a program to test for drug and alcohol use in the workplace. Testing will be required when reasonable cause exists in the workplace to conduct such a test. The Board 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.

GRIEVANCE PROCEDURE

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

A grievance is defined to be a dispute filed by an employee concerning the interpretation or application of policies, or other terms and conditions of employment, and filed in accordance with the terms of this policy. Employees who have been recommended for dismissal from employment for cause under the provisions of this policy, may not file grievances while the dismissal process is pending.

Informal Grievance. Prior to the filing of a formal grievance hereunder, an employee 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.

Formal Grievance. In reducing a grievance to writing, the following information must be stated with reasonable clarity: the exact nature of the grievance; the act or acts of commission or omission; the dates of the act or acts; the identity of the party or parties alleged to have caused the grievance; the specific policies that are alleged to have been violated; and the remedy that is sought.

Procedure. A formal grievance 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 Academic Vice President have 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 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.

b) Step 2. The grievant 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 President.

Within ten (10) working days of receipt of the grievance appeal, the President shall submit the grievance to a "Grievance Advisory Committee" established by the President. 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 shall submit a complete recording of the hearing, copies of all exhibits, and the committee's findings and recommendations to the President 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 their own expense.

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

c) Step 3. The grievant 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 final 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 (3) options:

1) applicable State or Federal laws; or,
~~2)~~ by mutual agreement of the parties, pursue mediation~~; (3)~~

~~or by mutual agreement of the parties to binding arbitration. 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 the grievant. Such cost shall be limited to the arbitrator's fees and expenses and charges of the American Arbitration Association~~.

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

LAYOFFS

The President or Chancellor, as appropriate, decides when a layoff is necessary, and which 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. Employees shall receive written layoff notices at least ninety (90)

calendar days in advance.

LEAVE

Bereavement Leave.

Employees shall be granted paid bereavement leave ~~leaves of absence without loss of salary~~ for up to ~~five (5)~~ six (6) 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 the spouse of the employee.~~ Such leave must be approved through the usual leave practices or procedures.

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.

If an employee is appointed as a clerk, election inspector, or judge on an election or counting board, the employee shall be granted an absence with pay during the time when the employee's physical presence is required by the court or the board. The employee shall retain all fees paid for their civil service.

Crisis Leave Sharing Program.

Employees 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.

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 been employed for one academic year, ~~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.

Family and Medical Leave

Employees 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 employees, may use FMLA leave:

a) for the birth of a child, or the placement of a child for adoption or for foster care;

b) to care for a spouse, children, parents, or persons bearing the same relationship to the employee's spouse with a serious health condition;

c) for the employee'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 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: "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 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;

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) 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);

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 employee during family and medical leave. Although employees may retain accrued, unused sick leave, such leave shall not accrue while on FMLA leave. Requests for family and medical leave must be 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 employee, and where possible, an effort will be made, in the case of an employee, 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.

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.

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. When the President declares the College closed, absences will not be charged against employee leave balances. The Chancellor is authorized to make inclement weather leave decisions for employees located in the NSCS Office.

Leave of Absence

Employees 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 employee 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 President, and the employee 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 employee and the President.

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 (1) 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 employee and the President at the time of leave approval.~~

Employees on a paid leave of absence will continue to receive the proportionate share of the Board's contribution for applicable insurance and retirement plans. The remaining portion will be paid by the employee.

Employees on an unpaid leave of absence may contribute to the retirement plan and participate in applicable insurance programs at his or her own expense.

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

Other Requested Absences

Absences may be requested by full-time employees (at least .75 FTE) for personal exigencies or for other personal or professional reasons. Approval shall be at the discretion of the Dean and is a non-grievable matter. Requests to be absent for more than one (1) day, must be accompanied by a written description regarding the need and an

explanation of how work responsibilities will be covered. If approved, a copy of the written description should also be sent to Human Resources to be maintained in the faculty member's personnel file.

Sick Leave

Paid sick leave for full-time employees (1.0 FTE) shall accrue at the rate of twelve (12) days per academic year. Sick leave accrual shall be prorated as of the first day of employment, and unused sick leave may be accumulated up to and including one hundred-eighty (180) working days. Supervisors may require documentation to substantiate the legitimate use of sick leave. 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.

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 employee or public health, or by reason of the illness of a family member who resides in the employee'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 employee. 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 employee for adoption or for foster care. A reasonable extension may be requested which shall not unreasonably be denied.

PERFORMANCE EVALUATION

The President is responsible for determining how and when the performance of employees will be evaluated at the College. The Chancellor is responsible for determining how and when the performance of employees will be evaluated in the NSCS Office.

The purpose of performance evaluations is to promote high levels of achievement; measure, maintain and improve performance; and, provide opportunities for discussion and planning of goals and objectives. Employees will be allowed to participate in the evaluation process and shall be informed of the criteria used to evaluate performance.

TUITION PROGRAMS

Only full-time (at least .75 FTE) employees are eligible for the following programs. These programs are not available to the immediate family members of employees whose anticipated employment period is less than six (6) months, regardless of FTE employment status.

A sixty-seven percent (67%) tuition remission shall be available for the employee's immediate family (spouse and children who are twenty-four (24) years of age or younger) members 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 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.

Employees 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. One dollar ($1.00) covers the cost of tuition for purposes of this waiver program and the one dollar ($1.00) charge is non-refundable. 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). Tuition waiver under this program will be limited to one (1) course per term on a space available basis and such enrollment will not be counted toward minimums necessary for a course to be offered.

An employee may not enroll in the tuition remission and tuition waiver courses simultaneously the same semester. Tuition remissions and tuition waivers will not apply to already discounted tuition rates for dual enrollment courses.

Policy Adopted:	3/19/82	
Policy Revised:	6/5/93	
Policy Effective:	7/1/09	Approved: 4/17/09
Policy Effective:	7/1/11	Approved: 3/25/11
Policy Effective:	7/1/13	Approved: 3/15/13
Policy Effective:	7/1/15	Approved: _____

PERSONNEL, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 5103 Professional Staff Employees Excluded From the NSCPA Bargaining Unit

BOARD POLICY

The terms and conditions of employment described in this policy apply to full-time and part-time professional staff employees who are excluded from the NSCPA collective bargaining unit. This policy does not apply to temporary employees or student employees.

ABANDONMENT

Employees may be considered to have abandoned the job if absent from work for longer than two (2) work days without being on approved leave. Abandonment shall be considered as a voluntary resignation not in good standing.

BACKGROUND CHECKS

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

BENEFITS

The Board shall make group medical, dental, vision, life, and long-term disability insurance coverages available to employees who are employed full-time on a continuing basis in a budgeted position (at least .75 FTE). Employees employed less than .75 FTE are not eligible for group medical, dental, vision, life or long-term disability coverages.

For medical and dental insurance, the Board will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the individual plan, with the employee responsible for the remaining amount of the cost of coverage. For those employees who opt for coverage under a family plan, the Board 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 plan, with the employee 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 an employee makes toward single coverage.

The Board will contribute fifty percent (50%) toward the cost of single vision coverage for any plan option selected by the employee.

A life insurance plan offering group term life insurance coverage in the amount of thirty thousand dollars ($30,000) will be provided at the Board's expense with the employee permitted to supplement the basic coverage with either a ten thousand dollar ($10,000), twenty thousand dollar ($20,000), fifty-thousand dollar ($50,000), one-hundred thousand dollar ($100,000), or one-hundred eighty thousand dollar ($180,000) optional life insurance policy addition at the employee's expense. 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.

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 Board will provide seventy-five percent (75%) of the aggregate costs of this coverage.

The Board shall provide an opportunity for employees (employed at least .75 FTE full-time) 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.

The Board shall make an Employee Assistance Program available for employees (employed at least .75 FTE full-time). The Board 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.

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.

CORRECTIVE AND DISCIPLINARY ACTION

The Colleges shall adopt and promulgate rules of conduct for distribution to employees in the form of an employee handbook, including, but not limited to grounds for disciplinary action. The same rules of conduct and disciplinary grounds shall apply to employees located in the NSCS Office.

The Chancellor is authorized to implement corrective and disciplinary action for System Office employees, pursuant to the procedures established in this policy.

The right to exercise discipline for just cause is vested exclusively in the Board; 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 as not in conformance with this policy, may be grieved.

Investigatory Suspension. An employee 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. The Chancellor is authorized to implement corrective and disciplinary action for System Office employees, pursuant to the procedures established in this policy.

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.

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.

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.

Notice of Disciplinary Action. 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.

Types of Disciplinary Action

Written Warning. Written warnings consist of a discussion between the employee and the 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 with applicable time requirements. Written reprimands will include a place for supervisors to note in writing when unsatisfactory performance issues have been resolved. Employees will receive a copy of this written note.

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 employee's performance must improve. A corrective action plan including improvement standards and time frames shall be included in the written disciplinary notice.

i) Employees on disciplinary probation shall not be granted pay increases.

ii) Employees granted leave while serving disciplinary probation may have their probation period 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.

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 employee of suspension shall be dated and include the reason for the suspension and the number of days of the suspension.

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.

Demotion. A President may transfer an employee to a position of lesser responsibility as a disciplinary action. Upon transfer, a President shall place the employee in the new position at an appropriate, reduced salary.

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. Employees may be dismissed for cause prior to the expiration of his or her current appointment term.

Upon receipt of a supervisor's 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 to the President or designee, any additional facts, material, or evidence regarding the employee's potential dismissal. Failure by the employee to appear shall constitute a waiver by the employee of the aforementioned meeting. The employee may be represented by a third party at the meeting, but the time, date, or place of said meeting shall not be postponed or rescheduled because the representative of the employee is unable to attend unless both the President and the employee mutually agree to another time, date, and/or place.

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 dismissal. The five (5) day period may be extended upon agreement between the President and the employee. A copy of the President's recommendation shall be forwarded to the employee and the Chancellor. If the President recommends that the employee be dismissed, the written notice shall inform the employee that he or she may request a hearing before an advisory committee by submitting a written request to the President within ten (10) work days of receipt of the notice. If the employee submits a written request for a hearing the President shall refer the proposed dismissal to an advisory committee for a hearing and recommendation. The committee members will be appointed by the President.

The committee will then establish the date, time and place for the hearing and so inform the employee 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 recorded. The employee 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 employee shall also have the right to be represented by an attorney at the employee'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. The Committee may admit probative evidence as well as exclude incompetent or repetitive evidence.

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 complete recording of the hearing to the employee and the President within ten (10) working days after the hearing is closed.

Within ten (10) working days after receiving the recommendation from the committee, the President shall render a decision in writing to the employee 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 the employee. The committee shall have the opportunity within five (5) working days to provide a response for the record.

If the employee is not satisfied with the decision of the President, the employee may make a written request to the Chancellor within ten (10) working days of the receipt of the President's decision. The Chancellor shall render a written decision regarding the dismissal within twenty (20) working days. The decision of the Chancellor, on behalf of the Employer, will be final.

An employee recommended for dismissal for cause shall continue to be an employee until the appeal procedure up to and including the Chancellor only has been exhausted or until the employee has failed to advance his or her

appeal in a timely fashion. The President may, at his or her discretion, suspend or reassign the employee to other professional duties with pay during the appeal procedure.

If the Chancellor recommends dismissal for an employee in the NSCS Office, the employee may request a hearing before a hearing officer by submitting a written request to the Board Chair within ten (10) work days of receipt of the notice. If the employee submits a written request for a hearing the Board shall appoint a hearing officer to conduct a hearing and submit findings of facts and recommendations to the Board for a vote on the dismissal decision. The Board's decision will be final.

DRUG AND ALCOHOL TESTING

In the interest of maintaining a safe, healthy, and efficient workplace for all employees, and to protect the Board's property, information, equipment, and reputation, the Board has established a program to test for drug and alcohol use in the workplace. Testing will be required when reasonable cause exists in the workplace to conduct such a test. The Board 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.

GRIEVANCE PROCEDURE

All regularly employed full-time employees (at least .75 FTE) have grievance rights. Applicants, temporary employees, part-time employees (less than .75 FTE) and employees located in the NSCS Office do not have grievance rights under this policy.

Employees who are aggrieved as a result of administrative or management actions resulting in an injury, injustice, or wrong involving a misinterpretation or misapplication of rules promulgated by the Board or College rules and regulations may grieve such actions. Presidents and the Chancellor, as appropriate, shall ensure that every possible effort is made to resolve grievances at the College and NSCS Office levels.

The Board has final authority to determine whether or not an issue is grievable, and may elect to hear any issue at its discretion. Issues determined to be non-grievable are subject to summary dismissal. The following issues, when done in compliance with established law, rule or policy, are examples of non-grievable matters: performance evaluations; employment appointments including promotions to positions; leave of absence decisions; salary allocations; and, position classification. Employees who have been recommended for dismissal from employment for cause under the provisions of this policy, may not file grievances while the dismissal process is pending.

Prior to filing a formal grievance, an employee shall discuss the matter with the immediate supervisor or the administrator who made the decision at issue in an attempt to resolve the dispute.

Steps. A formal grievance will be processed in the following manner:

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 ~~employee~~ grievant within the ten (10) working day period.

Attachment: Revisions to Board Policy 5103 (1407 : Revisions to Board Policies 5102, 5103 and 5104)

Step 2. The ~~employee~~ grievant shall have five (5) working days from receipt of the Vice President's decision to appeal that decision to the President, by filing the written grievance form and all prior written responses with the President. At the ~~employee~~ grievant's request, the President will conduct a conference with the ~~employee~~ grievant 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~~ grievant.

Step 3. The ~~employee~~ grievant may appeal the President's decision to the Chancellor, 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 Chancellor.

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

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

HOLIDAY SCHEDULE

Twelve (12) paid holidays are provided each year. Additional holidays may be scheduled at the discretion of the President or Chancellor to match state and federal holiday observances. 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. Part-time employees shall receive paid holiday time on a pro-rated basis.

LAYOFFS

The President or Chancellor, as appropriate, decides when a layoff is necessary, and which 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.

Employees shall receive written layoff notices at least ninety (90) calendar days in advance.

LEAVE

Bereavement Leave

At the discretion of the immediate supervisor, up to six (6) days of paid bereavement leave, per fiscal year, may be granted to employees for purposes of bereavement. ~~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~~

Attachment: Revisions to Board Policy 5103 (1407 : Revisions to Board Policies 5102, 5103 and 5104)

~~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.~~ Reasonable requests within this limit shall not be denied.

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.

If an employee is appointed as a clerk, election inspector, or judge on an election or counting board, the employee shall be granted an absence with pay during the time when the employee's physical presence is required by the court or the board. The employee shall retain all fees paid for their civil service.

Crisis Leave Sharing Program

Employees may contribute accrued vacation, compensatory time, 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 been employed for at least twelve (12) consecutive months and have had exhausted their own leave options and have been absent for at least thirty (30) days during the prior six (6) months ~~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.

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.

Employees located in the NSCS Office may contribute vacation leave, compensatory time, or one (1) day of accrued sick leave per calendar year to benefit another employee in the NSCS Office under the same terms and conditions listed above.

Family and Medical Leave

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, 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; and

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

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).

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.

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. Requests in the NSCS Office should be submitted to the Chancellor. To the extent possible, thirty (30) days' notice will be given by the employee.

Insurance Contributions. The Board agrees to continue to pay its portion of insurance premiums during the term of any family and medical leave.

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.

According to the terms of the Family Military Leave Act (Neb. Rev. Stat. §§55-501 to 507), an eligible employee 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 employee 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 employee 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. Employees taking family military leave for less than five (5) consecutive days shall give as much advanced notice as is practicable. The employee shall consult with his or her supervisor to schedule the leave so as not to unduly disrupt College operations. Certification may be requested from the proper military authority to verify the employee's eligibility for the family military leave requested. For benefit purposes, employees taking Family Military Leave will be treated the same as other employees taking unpaid Family and Medical Leave.

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.

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 President will be allowed comparable time off on an alternate date mutually agreed upon by the supervisor and the employee. The Chancellor is authorized to make inclement weather leave decisions for employees located in the NSCS Office.

Leave of Absence

Employees 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 employee professionally and be of benefit to the Board. Granting leaves of absence is discretionary and is a non-grievable matter. Such leave of absence is without pay. However, if the leave of absence is at the request of the President or Chancellor and the employee has been employed for four (4) consecutive years such leave may be compensated with half (1/2) pay for one (1) academic year, full pay for one (1) semester or a lesser amount by mutual agreement.

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 or Chancellor.

Employees will continue to receive the proportionate share of the Board's contribution for applicable insurance and retirement plans. The remaining portion will be paid by the employee. Employees on 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 employees return from the leave of absence, the employee shall submit to the President or Chancellor a written report summarizing the activities and results of the leave.

Sick Leave

Employees shall be allowed sick leave with pay. Medical documentation to substantiate the use of sick leave may be required by supervisors.

Sick leave shall accrue at the rate of one (1) day per calendar month of consecutive service during the first five (5) years of service for full-time employees (1.0 FTE). Part-time employees (less than 1.0 FTE) shall earn sick leave on a prorated basis. Employees 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/thereafter	1.5 days per month

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]. At no time will an employee be allowed to accrue sick leave hours in excess of the one thousand four hundred forty (1,440) hours [or one hundred eighty (180) day] accumulation limit. Employees with appointments less than twelve (12) months shall accrue sick leave at a proportional pro-rated amount.

Sick pay is available with the realization that an employee 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 employee or public health, medical appointments, 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 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. Employees shall not be compensated for unused sick leave upon separation of employment except in cases of retirement and death as provided below.

The President may advance sick leave to employees 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 who have been advanced sick leave and have not repaid it, shall reimburse the Board for all advanced and unreimbursed sick leave. The Board is authorized to deduct such amount from the final pay. The Chancellor may advance sick leave to employees located in the NSCS Office.

Should an employee 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.

An employee who is eligible for retirement in the NSCS 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 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 time of death.

Return to Employment Within One Year. Employees 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 reinstated at the level established prior to the separation, unless they received the one-fourth (1/4) retirement payment. Employees who have been dismissed for disciplinary reasons shall not have service for sick leave reinstated.

Transfer Employees. An employee who is transferred within the NSCS shall have his or her accrued sick leave transferred. 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 or System Office at the discretion of the receiving President or Chancellor. 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.

Vacation Leave

Full time employees (1.0 FTE) shall accrue three (3) weeks' vacation with pay, which consists of fifteen (15) working days. Part-time employees (less than 1.0 FTE) shall earn vacation leave on a prorated basis. The basis for computation is the accrual of 1.25 vacation days per month of employment. Accrual of vacation leave shall begin the first day of employment. Employees with appointments less than twelve (12) months shall accrue vacation leave at a proportional pro-rated amount. 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/thereafter	20 days

At no 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.

The President may advance vacation leave to an employee 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 Board for all advanced and unreimbursed vacation leave. The Board is authorized to deduct such amount from the final pay. The Chancellor may advance vacation leave to employees located in the NSCS Office.

Employees, upon retirement, dismissal or separation from employment, shall be paid for unused accumulated vacation leave. Upon the death of an employee, his or her beneficiary shall be paid for his or her unused accumulated vacation leave.

Employee requests for up to ten (10) consecutive days of accumulated vacation leave shall not be unreasonably denied.

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.

Return to Employment Within One Year. Employees who have separated employment and who return to employment within one (1) year from the date of such separation shall have service for vacation leave reinstated at the level established prior to the separation. However, employees who have been dismissed for disciplinary reasons shall not have service for vacation leave reinstated.

Transfer Employees. An employee who is transferred within the NSCS shall have his or her accrued vacation leave transferred. Employees transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have vacation leave hours transferred to the receiving College or System Office at the discretion of the receiving President or Chancellor. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have vacation leave hours transferred to the new employer at the discretion of the new employer.

PAY

Annual pay increases shall only be provided to employees with satisfactory or better performance evaluation reports.

Salary base increases may be paid upon the completion of each academic degree earned after the commencement of employment. Base salary increases will be awarded only on July 1st 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 1st in order to receive the salary increase. The amount of the salary base increase will be determined by the President, or by the Chancellor for employees in the System Office.

An employee assigned by a supervisor to perform the duties of another position may receive a temporary pay increase at the discretion of the President, or Chancellor for employees in the System Office.

PERFORMANCE EVALUATION

The President is responsible for determining how and when the performance of employees will be evaluated at the College. The Chancellor is responsible for determining how and when the performance of employees will be evaluated at the NSCS Office.

The purpose of performance evaluations is to promote high levels of achievement; measure, maintain and improve performance; and, provide opportunities for discussion and planning of goals and objectives. Employees will be allowed to participate in the evaluation process and shall be informed of the criteria used to evaluate performance.

RESIGNATION

To resign in good standing, written notice must be given to the campus President or Chancellor, as appropriate, at least ten (10) working days before separation, unless the President or Chancellor agrees to a shorter period.

TUITION PROGRAMS

Only full-time (at least .75 FTE) employees are eligible for the following programs. These programs are not available to the immediate family members of employees whose anticipated employment period is less than six (6) months, regardless of FTE employment status.

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 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 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.

Employee Tuition Waiver. Employees 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 (1) Summer term. One dollar ($1.00) covers the cost of tuition for purposes of this waiver program and the one dollar ($1.00) charge is non-refundable. Fees connected with course enrollment must be paid by the employee 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) Employees must be admitted as students of the College and must have met all normal academic requirements for the courses taken.
b) An employee's work schedule may be arranged, with appropriate supervisory approvals, to accommodate enrollment. Such approval shall not be unreasonably denied.

An employee may not enroll in courses under these two programs 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.

Policy Adopted: 6/5/93
Policy Revised: 8/29/97

Attachment: Revisions to Board Policy 5103 (1407 : Revisions to Board Policies 5102, 5103 and 5104)

Policy Revised:	6/2/06	
Policy Effective:	7/1/09	Approved: 4/17/09
Policy Effective:	7/1/11	Approved: 3/25/11
Policy Effective:	7/1/13	Approved: 3/15/13
Policy Effective:	7/1/15	Approved: _____

PERSONNEL, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 5104 Support Staff Employees Excluded from the NAPE/AFSCME Bargaining Unit

BOARD POLICY

The terms and conditions of employment described in this policy apply to full-time and part-time support staff employees who are excluded from the NAPE/AFSCME collective bargaining unit. This policy does not apply to temporary employees or student employees.

ABANDONMENT

Employees may be considered to have abandoned the job if absent from work for longer than two (2) work days without being on approved leave. Abandonment shall be considered as a voluntary resignation not in good standing.

BACKGROUND CHECKS

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

BENEFITS

The Board shall make group medical, dental, vision, life, and long-term disability insurance coverages available to employees who are employed full-time on a continuing basis in a budgeted position (at least .75 FTE). Employees employed less than .75 FTE are not eligible for group medical, dental, vision, life or long-term disability coverages.

For medical and dental insurance, the Board will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the individual plan, with the employee responsible for the remaining amount of the cost of coverage. For those employees who opt for coverage under a family plan, the Board 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 plan, with the employee 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 an employee makes toward single coverage.

The Board will contribute fifty percent (50%) toward the cost of single vision coverage for any plan option selected by the employee.

A life insurance plan offering group term life insurance coverage in the amount of thirty thousand dollars ($30,000) will be provided at the Board's expense with the employee permitted to supplement the basic coverage with either a ten thousand dollar ($10,000), twenty thousand dollar ($20,000), fifty-thousand dollar ($50,000), one-hundred thousand dollar ($100,000), or one-hundred eighty thousand dollar ($180,000) optional life insurance policy addition at the employee's expense. 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.

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 Board will provide seventy-five percent (75%) of the aggregate costs of this coverage.

The Board shall provide an opportunity for employees (employed at least .75 FTE full-time) 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.

The Board shall make an Employee Assistance Program available for employees (employed at least .75 FTE full-time). The Board 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.

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.

CORRECTIVE AND DISCIPLINARY ACTION

The Colleges shall adopt and promulgate rules of conduct for distribution to employees in the form of an employee handbook, including, but not limited to grounds for disciplinary action. The same rules of conduct and disciplinary grounds shall apply to employees located in the NSCS Office.

The right to exercise discipline for just cause is vested exclusively in the Board; 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 as not in conformance with this policy, may be grieved.

The Chancellor is authorized to implement corrective and disciplinary action for System Office employees pursuant to the procedures established in this policy.

Investigatory Suspension. An employee who is under investigation for misconduct, or charged with criminal activity or for other reasons at the discretion of the President or designee may be suspended with pay until such time as it is possible to determine if disciplinary action should be taken. The Chancellor is authorized to implement corrective and disciplinary action for System Office employees pursuant to the procedures established in this policy.

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.

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.

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.

Notice of Disciplinary Action. 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.

Types of Disciplinary Action.

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.

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.

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.

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.

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.

Upon receipt of a supervisor's 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 to the President or designee, any additional facts, material, or evidence regarding the employee's potential dismissal. Failure by the employee to appear shall constitute a waiver by the employee of the aforementioned meeting. The employee may be represented by a third party at the meeting, but the time, date, or place of said meeting shall not be postponed or rescheduled because the representative of the employee is unable to attend unless both the President and the employee mutually agree to another time, date, and/or place.

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 dismissal. The five (5) day period may be extended upon agreement between the President and the employee. A copy of the President's recommendation shall be forwarded to the employee and the Chancellor. If the President recommends that the employee be dismissed, the written notice shall inform the employee that he or she may request a hearing before an advisory committee by submitting a written request to the President within ten (10) work days of receipt of the notice. If the employee submits a written request for a hearing the President shall refer the proposed dismissal to an advisory committee for a hearing and recommendation. The committee members will be appointed by the President.

The committee will then establish the date, time and place for the hearing and so inform the employee 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 recorded. The employee 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 employee shall also have the right to be represented by an attorney at the employee'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. The Committee may admit probative evidence as well as exclude incompetent or repetitive evidence.

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 complete recording of the hearing to the employee and the President within ten (10) working days after the hearing is closed.

Within ten (10) working days after receiving the recommendation from the committee, the President shall render a decision in writing to the employee 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 the employee. The committee shall have the opportunity within five (5) working days to provide a response for the record.

If the employee is not satisfied with the decision of the President, the employee may make a written request to the Chancellor within ten (10) working days of the receipt of the President's decision. The Chancellor shall render a written decision regarding the dismissal within twenty (20) working days. The decision of the Chancellor, on behalf of the Employer, will be final.

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

If the Chancellor recommends dismissal for an employee in the NSCS Office, the employee may request a hearing before a hearing officer by submitting a written request to the Board Chair within ten (10) work days of receipt of the notice. If the employee submits a written request for a hearing, the Board shall appoint a hearing officer to conduct a hearing and submit findings of facts and recommendations to the Board for a vote on the dismissal decision. The Board's decision will be final.

DRUG AND ALCOHOL TESTING

In the interest of maintaining a safe, healthy, and efficient workplace for all employees, and to protect the Board's property, information, equipment, and reputation, the Board has established a program to test for drug and alcohol use in the workplace. Testing will be required when reasonable cause exists in the workplace to conduct such a test. The Board 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.

GRIEVANCE PROCEDURE

All regularly employed full-time employees (at least .75 FTE) have grievance rights. Applicants, temporary employees, probationary, part-time employees (less than .75 FTE) and employees located in the NSCS Office do not have grievance rights under this policy.

Employees who are aggrieved as a result of administrative or management actions resulting in an injury, injustice, or wrong involving a misinterpretation or misapplication of rules promulgated by the Board or College rules and regulations may grieve such actions. Presidents and the Chancellor, as appropriate, shall ensure that every possible effort is made to resolve grievances at the College and NSCS Office levels.

The Board has final authority to determine whether or not an issue is grievable and may elect to hear any issue at its discretion. Issues determined to be non-grievable are subject to summary dismissal. The following issues, when done in compliance with established law, rule or policy, are examples of non-grievable matters: performance evaluations; employment appointments including promotions to positions; leave of absence decisions; salary allocations; and, position classification. Employees who have been recommended for dismissal from employment for cause under the provisions of this policy, may not file grievances while the dismissal process is pending.

Steps. A grievance will be processed in the following manner:

Step 1. The employee will discuss the grievance with his or her immediate supervisor in an attempt to settle the grievance.

Attachment: Revisions to Board Policy 5104 (1407 : Revisions to Board Policies 5102, 5103 and 5104)

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 the designated form. 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 rule or policy that was misinterpreted or misapplied 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. The Vice President shall provide a written response to the employee 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.

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.

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 of his or her final 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.

Time Limits. Failure of the Employer in any step to render a decision to the employee with 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 maximum time limit shall be considered as termination of the grievance.

HOLIDAY SCHEDULE

Twelve (12) paid holidays are provided each year. Additional holidays may be scheduled at the discretion of the President or Chancellor to match state and federal holiday observances. 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. Part-time employees shall receive paid holiday time on a pro-rated basis.

LAYOFFS

The President or Chancellor, as appropriate, decides when a layoff is necessary, and which 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.

Employees to be laid off shall be given as much notice as possible, but at least fifteen (15) working days written notice if employed full-time (at least .75 FTE) and ten (10) working days written notice if employed part-time (less than .75 FTE).

LEAVE

Bereavement Leave.

At the discretion of the immediate supervisor, up to ~~five (5)~~ six (6) days of paid bereavement leave, per fiscal year, 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.

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 Resources Office in advance of the absence.

If an employee is appointed as a clerk, election inspector, or judge on an election or counting board, the employee shall be granted an absence with pay during the time when the employee's physical presence is required by the court or the board. The employee shall retain all fees paid for their civil service.

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.

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.

Employees located in the NSCS Office may contribute vacation leave or compensatory hours to benefit another employee in the NSCS Office under the same terms and conditions listed above.

Family and Medical Leave

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

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).

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.

Requests. Requests for family and medical leave must be submitted to the Human Resources Director for approval. Appropriate medical certification or documentation may be required. Requests in the NSCS Office should be submitted to the Chancellor.

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

Insurance Contributions. The Board agrees to continue to pay its portion of insurance premiums during the term of any family and medical leave.

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.

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.

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 President will be allowed comparable time off on an alternate date mutually agreed upon by the supervisor and the employee. The Chancellor is authorized to make inclement weather leave decisions for employees located in the NSCS Office.

Sick Leave

Employees Hired After 7-1-93. Full-time employees (1.0 FTE) 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. Part-time employees (less than 1.0 FTE) shall earn sick leave on a prorated basis. Accrual of sick leave shall begin the first day of employment.

Employees Hired Prior to 7-1-93. Full time employees (1.0 FTE) 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. Part-time employees (less than 1.0 FTE) shall earn sick leave on a prorated basis. 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/thereafter	30 days/year or 240 hours/year
Maximum Accumulation	180 days or 1,440 hours

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

Transfer. An employee who is transferred within the State College System shall have his or her accrued sick leave transferred to the receiving College or System Office. 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 or System Office at the discretion of the receiving President or Chancellor. 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.

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.

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.

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.

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.

Vacation Leave

Employees Hired After 7-1-93. Full time employees (1.0 FTE) 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. Part-time employees (less than 1.0 FTE) shall earn vacation leave on a prorated basis. 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/thereafter	20 days
Maximum Accumulation	35 days or 280 hours

Accrual of vacation leave shall begin the first day of employment. 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. Full-time employees (1.0 FTE) 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. Part-time (less than 1.0 FTE) shall earn vacation leave on a prorated basis. 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 of 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/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.

Reasons to Use Vacation Leave. Employees can request to use vacation leave for whatever purpose they choose.

Transfer. An employee who is transferred within the State College System will have his or her accrued vacation leave transferred to the receiving College or System Office. 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 or System Office at the discretion of the receiving President or Chancellor. 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.

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 service disregarding the period of absence.

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.

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 Board but will not be unreasonably denied.

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 and have not yet paid it back, shall reimburse the Board for all advanced and unreimbursed vacation leave. The Board is authorized to deduct such amount from the final pay. The Chancellor may advance vacation leave to employees located in the System Office.

PAY

Annual pay increases shall only be provided to employees with satisfactory or better performance evaluation reports.

Salary base increases may be paid upon the completion of each academic degree earned after the commencement of employment. Base salary increases will be awarded only on July 1st 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 1st in order to receive the salary increase. The amount of the salary base increase will be determined by the President, or by the Chancellor for employees in the System Office.

Salary base increases may be paid upon the completion of each certification program approved by the immediate supervisor in writing that relates to the employee's position and better qualifies the employee to perform assigned tasks. The amount of the salary base increase will be determined by the President, or by the Chancellor for employees in the System Office. After providing the salary increase, the Board has the right to continue to require the employee to maintain a current certificate without further compensation.

An employee assigned by a supervisor to perform the duties of a position in a classification higher than the classification currently held by the employee may receive a temporary pay increase at the discretion of the President, or Chancellor for employees in the System Office.

PERFORMANCE EVALUATION

The President is responsible for determining how and when the performance of employees will be evaluated at the College. The Chancellor is responsible for determining how and when the performance of employees will be evaluated at the NSCS Office.

The purpose of performance evaluations is to promote high levels of achievement; measure, maintain and improve performance; and, provide opportunities for discussion and planning of goals and objectives. Employees will be allowed to participate in the evaluation process and shall be informed of the criteria used to evaluate performance.

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. Employees who transfer to another position at the same College may be required, with sufficient written notice, to complete a new probation period.

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.

Discharge. Employees may be discharged at any time during the probation period with or without cause. The President or Chancellor will notify the employee in writing of the date the discharge is effective.

RESIGNATION

To resign in good standing, written notice must be given to the campus President or Chancellor, as appropriate, at least ten (10) working days before separation, unless the President or Chancellor agrees to a shorter period.

RETIREMENT PROGRAMS

Voluntary Retirement Settlement Program. Eligible full-time employees (at least .75 FTE) who elect to surrender their right to continued employment and retire on June 30, ~~2014~~ 2016, 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 NSCS and must provide six (6) months of advanced written notice. Part-time employees (less than .75 FTE) shall not be eligible for this program.

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 Board 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 Board 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 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 Board will pay an amount equivalent to the full-cost of the 65 Gold Plus Medicare Supplemental 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.

Early Retirement Incentive Program. The Program is designed to encourage the early retirement of eligible full-time (at least .75 FTE) 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 employees' 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. Part-time employees (less than .75 FTE) shall not be eligible for this program. In order to be eligible for this program, the employee has to meet the five (5) year Educator's Health Alliance continuous coverage requirement.

TUITION PROGRAMS

Only full-time (at least .75 FTE) employees are eligible for the following programs. These programs are not available to the immediate family members of employees whose anticipated employment period is less than six (6) months, regardless of FTE employment status.

~~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 sixty-seven percent (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.

Employee Tuition Waiver. Employees will be eligible to enroll for credit in course offerings 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) 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 and the one dollar ($1.00) charge is non-refundable. 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) An employee's work schedule may be arranged, with appropriate supervisory approvals, to accommodate enrollment.

Limitation. An employee may not enroll in courses under the two programs described above 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.

Policy Adopted:	1/28/77		
Policy Revised:	6/5/93		
Policy Revised:	6/2/06		
Policy Effective:	7/1/09	Approved:	4/17/09
Policy Effective:	7/1/11	Approved:	3/25/11
Policy Effective:	7/1/13	Approved:	3/15/13
Policy Effective:	7/1/15	Approved:	_____

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

January 21, 2015

ACTION: **Approve Emeritus Status**

Dr. Norma Nealeigh, a retired faculty member from Chadron State College, has applied for emeritus faculty status and successfully submitted supporting materials that document the five required criteria for granting emeritus status, as outlined below:

1. Minimum of 15 years of full time employment is met through 20 years of teaching.

2. Evidence of exceptional teaching, research, administrative services and/or professional achievement includes very positive student evaluation data from past undergraduate and graduate students; successful involvement in First Year Inquiry course development for Essential Studies program; and several national recognitions from National Wellness Conference, American Association of Family and Consumer Sciences, and Family, Career, and Community Leaders of America.

3. Recognized record of College service and contribution beyond normal expectations includes serving on a number of College committees, including Faculty Senate, where she served as Secretary, Vice President, and President; serving as department chair; leading development of online courses for Family and Consumer Science program; mentoring of junior faculty; and contributing to her field at the local, regional and national levels.

4. Defined plans for continuing service to the College and College community include continued impact on student learning through her role as an adjunct instructor; continued recognition for CSC through keynote addresses, presentations and publications, including a potential textbook; contributing to scholarships for students studying in the field of Family and Consumer Science; and participation in the development of "study away" course to be held in Arizona.

5. Retired status for at least one year is met, as she retired spring of 2013.

Chancellor Carpenter and President Rhine from Chadron State College support Dr. Nealeigh's request and recommend that emeritus faculty status be granted.

The System Office and Chadron State College recommend approval of the Emeritus Status.

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

January 21, 2015

ACTION: **Approve the Recommendation for Awarding an Honorary Doctor of Pedagogy to Dr. Nic Windeshausen**

Dr. Nic Windeshausen has been nominated by a Wayne State College campus committee to receive an Honorary Doctor of Pedagogy from the College. The documentation submitted by the committee supports the recommendation and meets the criteria identified in Policy 4510. Chancellor Carpenter and President Frye from Wayne State College support this nomination and recommend that the honorary degree be awarded.

The System Office and Wayne State College recommend approval of the Recommendation for Awarding an Honorary Doctor of Pedagogy.

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

January 21, 2015

ACTION: **Approve Agreement with Faith Regional Physician Services LLC for Wayne State College**

Wayne State College requests approval to enter into a partnership agreement with Faith Regional Physician Services, LLC whereas Faith Regional Physician Services, LLC agrees to offer Wayne State students with medical consultation and treatment services of a physician or mid-level provider at Providence Medical Center in Wayne, Nebraska.

The System Office and Wayne State College recommend approval of the Agreement with Faith Regional Physician Services for Wayne State College.

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

January 21, 2015

ACTION: **Approve 2015-2017 Agreements Between the Board of Trustees of the Nebraska State Colleges and the SCEA, NSCPA and NAPE/AFSCME Bargaining Units**

Attached are copies of the SCEA, NSCPA and NAPE/AFSCME Agreements in legislative format showing all additions and deletions.

The System Office recommends approval of the 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME.

ATTACHMENTS:

- SCEA Agreement with Revisions (PDF)
- NSCPA Agreement with Revisions (PDF)
- NAPE Agreement with Revisions (PDF)

AGREEMENT
2015-2017

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.

Full time (at least .75 FTE) faculty special appointments will be limited to three (3) academic years.

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 assigned at each College and identified on each college website. ~~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.

Attachment: SCEA Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

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 threshholds 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

Attachment: SCEA Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

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 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

Attachment: SCEA Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

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 Employee Handbook

The employee 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.

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Copies of employment contracts shall be provided to SCEA upon written ~~notice~~ consent 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.

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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 1st through December 31st with evaluation materials due to the Dean by January 30th following completion of the evaluation period. Faculty members in their second year of faculty employment will be evaluated prior to December 1st. All evaluation procedures, as described below and concluding with a conference of the Dean and each faculty member, shall be completed prior to April 1st 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 at least two (2) courses taught by the faculty member during each academic year. ~~All f~~Faculty may elect to have more than two (2) courses surveyed. Non-tenured faculty may be required to have all courses surveyed. Tenured faculty may be required to have more than two (2) courses surveyed if performance concerns exist and notice regarding the concerns have been communicated in writing to the faculty member. ~~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 s~~Summaries of the student surveys and comments will be given to the faculty member within thirty (30) working days of the conclusion of the course 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 overall performance rating ~~determination~~ of less than "satisfactory," impacting an annual base salary adjustment, 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 and written recommendations for addressing any deficiencies that may be apparent at the time of the evaluation. 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, d~~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~~ Dean and Academic Vice President 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 1st of the fall semester of the year preceding the year for which the sabbatical is requested. The application shall include a plan of professional development to be pursued during the assignment and a statement of the anticipated value of the sabbatical to the 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 1st.

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

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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

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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.
f) Tuition support for tenure track faculty members to take courses needed to complete terminal degrees.

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 thereinafter 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.

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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 SCEA President ~~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 an ~~senior~~ administrator.

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 options:

1) applicable State or Federal laws; or,
2) by mutual agreement of the parties, pursue mediation.

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.

Section 10.3 Base Salary Adjustments

Salary dollars will be distributed as follows:

a) For 2015-2016, each returning faculty member with overall satisfactory performance shall receive a three (3%) percent increase above the prior year

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base salary.

b) For 2016-2017, each returning faculty member with overall satisfactory performance shall receive a three (3%) 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 1st 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 2015-2016 and for 2016-2017 as noted below.

The following 2015-2016 and 2016-2017 rank base salaries (promotion base or salary minimums) shall apply to all faculty members beginning work prior to the Fall 2015 semester.

	2015-2016 Increase	2015-2016 Rank Promotion Base Salaries
Professor	3%	$67,300.68
Associate	3%	$57,291.60
Assistant	3%	$49,101.26
Instructor	3%	$38,150.46

	2016-2017 Increase	2016-2017 Rank Promotion Base Salaries
Professor	3%	$69,319.70
Associate	3%	$59,010.35
Assistant	3%	$50,574.30
Instructor	3%	$39,294.97

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 2015-2016 and for 2016-2017 as noted below.

The following 2015-2016 and 2016-2017 new hire rank base salaries shall apply to all faculty members hired to begin work in the first semester of the 2015-2016 or 2016-2017 academic years:

	2015-2016 Increase	2015-2016 New Hire Rank Base Salaries
Professor	3%	$61,590.11
Associate	3%	$52,459.69
Assistant	3%	$44,942.34
Instructor	3%	$36,261.21

	2016-2017 Increase	2016-2017 New Hire Rank Base Salaries
Professor	3%	$63,437.81
Associate	3%	$54,033.48
Assistant	3%	$46,290.61
Instructor	3%	$37,349.05

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

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agreement.

Section 10.4 Appointment Notification

Annual employment contracts specifying salaries shall be issued to bargaining unit members as soon as possible following the Board's June meeting. Salaries agreed to in Article X, Section 3, 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

Lists of all bargaining unit member's salaries shall be available online.

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 threshholds 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 threshholds 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. 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 10.7.

Section 10.9 Summer Salary List

~~Summer salaries shall be available online.~~ Information regarding summer appointments (faculty name, course and payment) shall be available to SCEA upon submission of request to the Vice Chancellor for Employee Relations. Requests shall not be made more than once per year.

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 five thousand dollars ($5,000) 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)

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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) F~~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.

The definition of eligible dependent shall be as provided by the insurance carrier selected by the Board, unless otherwise provided by law. The Educator's Health Alliance (EHA) has issued a decision that effective September 1, 2015, the

definition of eligible dependent shall include domestic partners and their children.

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~~4 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

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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~~5 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~~6 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~~7 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~~8 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~~9 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 11.1~~1~~0 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)

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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 11.1~~2~~1 Bereavement Leave

~~F~~aculty members ~~shall~~ may be granted paid bereavement leave~~s of absence without loss of salary~~ for up to ~~five (5)~~ six (6) 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 11.1~~3~~2 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 and the one dollar ($1.00) charge is non-refundable. 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 11.1~~4~~3 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 been employed for one (1) academic year, 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 11.1~~5~~4 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.

Section 11.15 Other Requested Absences

Absences may be requested for personal exigencies or for other personal or professional reasons. Approval shall be at the discretion of the Dean and is a non-grievable matter. Requests to be absent for more than one (1) day must be accompanied by a written description regarding the need and an explanation of how work responsibilities will be covered. If approved, a copy of the written description should also be sent to Human Resources to be maintained in the faculty member's personnel file.

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

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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 1~~0~~4, 201~~4~~6. 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 1~~0~~4, 201~~4~~6. 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 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.

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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

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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

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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);

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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.

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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 15th 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 1st whether he or she has been promoted. Should the President not promote a faculty member, the President shall give the faculty member written reasons for his or her decision.

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

A faculty member may only grieve the decision to deny rank promotion on the basis of discrimination or failure to follow procedures or promotion criteria outlined in this Agreement.

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 exist~~s~~ 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.

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Tenure to an academic unit is awarded by the President following peer review and recommendations submitted on March 15th 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 1st 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 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, or failure to follow procedures or

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tenure criteria 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 15th.

Section 16.7 Service Requirements for Tenure Eligibility

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

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

Only in exceptional circumstances, such as, but not limited to, maternity or parental leave, family emergencies, or as an accommodation for faculty members with disabilities, may faculty members apply for tenure later than the sixth (6th) 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

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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 (2nd) year of probationary service to the institution with tenure to be awarded in this instance no sooner than the third (3rd) year of employment with the 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-Renewal Notices

Non-tenured faculty serve at the discretion of the ~~college~~ ~~p~~Presidents and the Board and may be terminated for any reason without right of grievance or hearing procedure, except as provided ~~below~~ in this Article. 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

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and written notice prior to March 1 ~~and with written notice prior to March 1~~ in the case of the first year of service, by December 15 of the second (2nd) year of service and following the second (2nd) year notice deadline, by May 30 prior to the final year of appointment.

Notice Dates Non-Renewal Non-tenured Faculty	
Prior to March 1	Personal conference and written notice of non-renewal of contract in 1st year of service
~~Prior to March 1~~	~~Written notice of non-renewal in 1st year~~
December 15	Written notice of non-renewal in 2nd year of service
May 30	Written notice of non-renewal at conclusion of following year in 3rd and subsequent years of service

~~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 Academic Vice President ~~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.~~

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~~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~~2 Cause Defined

~~Tenured f~~Faculty members, tenured and non-tenured, 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~~d) continuous serious disregard for established procedure;
~~f~~e) insubordination; and
~~g~~f) 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~~3 ~~Tenured Faculty Contract Non-Renewal~~ Personal Conference

~~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.~~ Prior to giving a faculty member notice of a recommendation for dismissal, the Dean shall meet privately and discuss the recommendation with the faculty member. The matter may be reconciled by mutual consent ~~at this point~~.

Section 17.~~5~~4 ~~Tenured~~ Faculty Dismissal

If the matter of the ~~tenured~~ faculty member's ~~termination~~ dismissal is not resolved by personal conference, the P~~p~~resident ~~of the college~~ shall give ~~such~~ the 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.~~

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Section 17.~~7~~5 ~~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 just cause ~~prior to expiration of the term of appointment, or for the denial of tenure~~. The President shall notify a faculty member in writing whenever a recommendation has been made by the Academic Vice President for the faculty member to be dismissed from employment. The faculty member should state in written reply to the ~~college~~ President within no more than ten (10) ~~working~~ business days after receipt of the President's ~~communication~~ letter whether he or she wishes a hearing regarding the proposed dismissal action 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 an "~~Grievance~~ Advisory Committee" for a hearing and recommendation ~~pursuant to its guidelines and regulations and as provided for in this Article below~~. The Advisory Committee shall be appointed as designated in this Article within ten (10) ~~working~~ business days of the faculty member's request for a hearing.

For purposes of this Article, business days shall mean days the College administrative offices are open.

Section 17.~~8~~6 Advisory Committee Selection Process

~~A Grievance~~ An Advisory Committee will conduct hearings requested by faculty members pursuant to Section 17.7. ~~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~~ local SCEA President 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~~7 Advisory Committee Procedures

~~Once the President refers the matter to~~ The President shall arrange a date and time for the hearing wherein 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~~,~~ and consider~~, and video or audiotape record~~ evidence submitted ~~by the parties~~ by the President and faculty member in the form of documents, audio or video records, or the testimony of witnesses. The President shall arrange for the hearing to be digitally recorded. The hearing shall be conducted within thirty (30)

business days of the request for a hearing. The aggrieved faculty member shall have the right to attend all evidentiary proceedings of the Advisory cCommittee, 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 termination. The aggrieved faculty member may shall also have the right to be represented by the SCEA or by legal counsel at the grievant's his or her own 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 Advisory cCommittee 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 Advisory cCommittee, 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 17.108 Schedule of Advisory Committee Recommendation Hearing

The hearing before the Grievance Advisory Committee shall be conducted within thirty (30) working days of the request for a hearing. The Advisory cCommittee 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 business days after the hearing is closed. If SCEA is involved, a copy of the recommendation shall be provided to the local SCEA President.

Section 17.119 Presidential Decision

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

Section 17.1~~2~~0 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~~ business days of the receipt of the President's decision requesting a hearing before the Board.

Section 17.1~~3~~1 Chancellor Procedure

Upon receipt of the ~~appeal to the Board, the~~ request for a hearing, 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~~ faculty member's request for a hearing if the request is supported with ~~a showing~~ evidence 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~~ the 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~~ business days.

Section 17.1~~4~~2 Hearing Date

The date for a hearing before the Hearing Officer will allow at least ~~two (2) weeks~~ ten (10) business days 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 17.1~~5~~3 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 17.1~~6~~4 Public Disclosure

Except for such simple announcements as may be required, covering the time of the hearing(s) and similar matters, public statements about the case by either the faculty member, the Advisory Committee members or ~~administrative officers~~ College administrators should be avoided ~~so far as possible until the proceedings have been completed~~. As a personnel proceeding, the hearing proceedings should be treated in a confidential manner.

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Section 17.1~~7~~5 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 17.1~~8~~6 Employment Status ~~During Appeals Process~~

A ~~tenured~~ faculty member recommended for dismissal for just cause ~~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 dismissal process ~~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

Board meeting materials shall be available online.

Section 18.5 Search Committees

All ranked faculty members 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, 2015, and shall continue in full force and effect until the thirtieth (30) day of June, 2017.

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.

Attachment: SCEA Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

NSCS-NSCPA BARGAINING AGREEMENT
July 1, 2015 - June 30, 2017

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, Human Resource Assistant Directors and Human Resource 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

Attachment: NSCPA Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

designee before posting of such position and that any issue arising that relates to unit status for new positions, will be addressed and decided by the Vice Chancellor and the NSCPA Chief Negotiator or designee. ~~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, separations, and ~~termination~~ dismissals 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.

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

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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 assigned at each College and identified on each College website.

~~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~~ on the Human Resources website stating the job title, description, qualifications, date of availability and pay range. The notice shall also state the exempt/non-exempt and collective bargaining unit status of the position. 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~~ Human Resources 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). 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 (1st) year of employment as a unit member;

Attachment: NSCPA Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

b) One hundred twenty (120) calendar days prior to expiration during the second (2nd) year of employment as a unit member; or,

c) One hundred eighty (180) calendar days prior to expiration during the third (3rd) and subsequent years of employment as a unit member.

d) After the third (3rd) 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 December 1, 2013 would be credited with the first year of employment on July 1, 2015.

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. All such employment appointments are subject to compensation requirements per the Fair Labor Standards Act (FLSA). Such appointments

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shall be limited to one (1) or more courses totaling no more than ~~three~~ four (~~3~~4) 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.

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.~~

Under provisions of the Fair Labor Standards Act, unit members not exempted from payment of overtime wages must be compensated for overtime hours worked. Compensatory time off shall be provided for overtime hours, in lieu of payment, to the extent possible, as follows:

(a) Compensatory time on a one-for-one basis must take place within the work week; e.g., unit member works ten (10) hours Wednesday and can be compensated by working six (6) hours on Thursday to avoid exceeding the forty (40) hour limit in one work week. Supervisors shall consult with unit members to schedule work hours so as to avoid exceeding the forty (40) hour per week limitation; provided,

(1) no unit member will be required to work more than ten (10) hours per day without agreement between the supervisor and the unit member and

(2) supervisors will provide at least five (5) work days advance notice prior to a deviation from the normal work schedule.

(b) Compensatory time on a one-and-one-half basis shall be provided for hours worked over the forty (40) hour per week limitation. Compensatory time should be scheduled as soon as possible, preferably within the same pay period as earned, to avoid large accumulations. In some cases, it may be necessary to delay scheduling and use of compensatory time beyond the pay period to accommodate the needs of the Employer, the requirements of the unit member's job and the personal schedule of the unit member. Supervisors shall consult with unit members to schedule and use compensatory time. Unit members shall be paid for unused compensatory time at the end of employment.

(c) A unit member may not accrue more than two hundred forty (240) hours of compensatory time (one hundred sixty (160) hours of time worked. Unit members will receive pay for compensatory hours in excess of this limit.

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.

Attachment: NSCPA Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

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.

Attachment: NSCPA Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

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.

Attachment: NSCPA Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

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. Official transcripts or other appropriate documentation from the awarding institution must be provided to the Human Resources Office prior to July 1st in order to receive the salary increase. Salary increases 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. The Chief Negotiator or designee shall receive copies of all written, findings, recommendations, and decisions for the grievance regardless of NSCPA representative participation.

Section 11.3 Definitions ~~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.

A grievant is defined as the unit member(s) or NSCPA.

Attachment: NSCPA Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

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(s) 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~~ grievant within the ten (10) working day period. Any disposition satisfactory to the ~~unit member~~ grievant 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~~ grievant 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~~ grievant'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~~ 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 ~~unit member~~ grievant shall also have the right to assistance by NSCPA or an attorney at the ~~unit member's~~ grievant'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 and the ~~unit member~~ grievant within ten (10) working days following the hearing. The President shall issue a written decision to the ~~unit member~~ grievant 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~~ grievant 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~~ grievant of his or her decision. If the Chancellor's decision, under this Step, fails to satisfy the grievant ~~unit member,~~ the ~~unit member~~ grievant may seek relief under applicable State or Federal laws, or by agreement of the Chancellor, ~~NSCPA~~ and the ~~unit member~~ parties 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 parties ~~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 grievant ~~unit member~~ within the maximum time limits shall automatically allow the grievant ~~unit member~~ to proceed to the next step. Failure of the grievant ~~unit member~~ to proceed to the next step within the maximum time limit shall be considered as termination of the grievance.

ARTICLE 12.
SALARY

Section 12.1 2014-2015 Base Salary Increase

~~For the 2013-14 fiscal year, the amount of the annual base salary increase for each 1.0 FTE unit member shall be eight hundred thirty-five dollars ($835.00) above each unit members prior year annual base salary. The increase shall be prorated for less than 1.0 FTE unit members.~~ For the 2014-15 fiscal year, the amount of the annual base salary increase for each unit member shall be three percent (3%) above each unit member's prior year annual base salary.

Section 12.2 2015-2016 Base Salary Increase

For the 2015-16 fiscal year, the amount of the annual base salary increase for each unit member shall be three percent (3%) 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. 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.

The Educator's Health Alliance (EHA) has issued a decision that effective September 1, 2015, the definition of eligible dependent shall include domestic partners and their children.

As long as that decision stands, and the Employer's medical and dental insurance programs are offered through EHA, domestic partners and their children may participate as dependents for medical and dental insurance plans as long as EHA required criteria and certifications are satisfied.

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. 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 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 13.5 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 13.6 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 13.7 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 13.8 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.

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Section 13.9 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 13.10 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 13.11 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 and the one dollar ($1.00) charge is non-refundable. 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 13.12 Tuition Remission and Waiver Limitation

A unit member may not enroll in courses under Section 13.8 and Section 13.11 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 13.13 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

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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.

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

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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.

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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).

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.

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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, compensatory time, 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, have been employed for at least twelve (12) consecutive months and have been absent for at least thirty (30) days during the prior six (6) months ~~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. Reasonable requests within this limit shall not be denied. ~~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

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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 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

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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 10th 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.

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 at least sixty (60) days' notice and an opportunity to meet and confer with ~~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 a 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.

Attachment: NSCPA Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

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.

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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, 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 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. 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.

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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.

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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;

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, 2015, and shall continue in full force and effect until the thirtieth (30th) day of June, 2017.

Attachment: NSCPA Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

AGREEMENT
2015-2017

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 2015, and shall continue in full force and effect until the thirtieth (30th) day of June 2017.

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.

Attachment: NAPE Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

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 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 assigned at each College and identified on each College website.~~:~~

~~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.

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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. Upon request by the employee, the supervisor will provide notice of the new job responsibility in writing.

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

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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 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. Base salary increases will be awarded only on July 1st 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 1st in order to receive the salary increase. Salary increases will be based on the following schedule.

Associate Degree	$~~2~~500
Bachelor's Degree	$750~~0~~
Master's Degree	$~~5~~1,000

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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. The amount of the salary base increase will be determined by the Employer. 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 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 at the end of employment. Use of compensatory time will be granted within a

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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

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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, 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.

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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 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 9.1 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 9.2 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 9.3 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 9.4 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.

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Section 9.5 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 9.2.

Section 9.6 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.

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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 Employer and the Union or the employee ~~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.

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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.

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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.

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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.

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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.

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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.

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

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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.

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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 2015-2016 Annual Salary Increase. For the 2015-16 fiscal year, each employee will receive a three percent (3%) salary increase above his or her prior year base salary of July 1, 2014. Increases shall be provided to all employees with satisfactory or better performance evaluation reports.

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Section 16.1 2016-2017 Annual Salary Increase. For the 2016-2017 fiscal year, each employee will receive a three percent (3%) increase above his or her prior year base salary on July 1, 2015. Increases shall be provided to all employees with satisfactory or better performance evaluation reports.

Section 16.2 Salary Adjustments.

Reclassifications. ~~Promotion.~~ Employees who are ~~promoted~~ reclassified 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. This section will not be used to determine the salary for employees hired into new positions apart from the reclassification process.

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~~ zero percent (~~2~~0%) each year of this Agreement.

Section 16.4 Service Date Salary Adjustments. To be effective July 1, 2015:

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, 2015 and July 1, 2016 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 1st and September 30th of any calendar year will be credited with one (1) full year of service in a listed position on July 1st of the next fiscal year, and with an additional year of service each July 1st thereafter. To be credited with their first year of service on the Salary Guide, employees hired between October 1st and June 30th of any calendar year will be required to serve in a listed position until the second July 1st following the date of their initial employment.

Section 16.7 Teaching or Coaching Duties. Employees may accept an employment appointments ~~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. All such employment appointments are subject to compensation requirements per the Fair Labor Standards Act (FLSA). 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.

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.

If costs of coverages should increase during the second (2nd) 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

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bids to insurance carriers, the Employer shall meet and confer with the Union in regard to specifications of such contracts.

The Educator's Health Alliance (EHA) has issued a decision that effective September 1, 2015, the definition of eligible dependent shall include domestic partners and their children. As long as that decision stands, and the Employer's medical and dental insurance programs are offered through EHA, domestic partners and their children may participate as dependents for medical and dental insurance plans as long as EHA required criteria and certifications are satisfied.

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.

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

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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, 2014~~5~~6, 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

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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.

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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 whose 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 and the one dollar ($1.00) charge is non-refundable. 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.

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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

Employees with less than a 1.0 FTE position shall accrue sick leave at a proportional pro-rated amount.

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

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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.

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(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 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

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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.

Employees with less than a 1.0 FTE position shall accrue vacation leave at a proportional pro-rated amount.

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

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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).

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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~~ six (~~5~~6) days of paid bereavement leave may be granted to employees per fiscal year. ~~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

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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 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.

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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.

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

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steward. The Vice Chancellor shall be made aware of any changes in the names and assignments as they occur.

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.

Section 21.7 Union Requests for Information. Upon a written request by the Union, the Employer will annually 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.

Attachment: NAPE Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

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 (10th) of the month or from the next month's paycheck if submitted after the tenth (10th) 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.

Attachment: NAPE Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

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 the Employer. A copy of the test results shall be 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.
WORKPLACE CONCERNS AND SAFETY ISSUES

Section 24.0 Workplace Concerns. Employees may report workplace concerns to his/her supervisor or the Director of Human Resources. Concerns will be reviewed, considered and addressed as needed.

If any employee has reason to believe that they or another employee has been unlawfully harassed or discriminated against, that employee should report the violation to a supervisor, the Director of Human Resources or Vice President. If the reporting employee feels that the report does not achieve satisfactory results, a second report should be made to another administrator.

Section 24.~~0~~1 Safety Committee. A Safety Committee shall be established and maintained at each College. The Union 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~~2 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

Attachment: NAPE Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

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.

Attachment: NAPE Agreement with Revisions (1412 : 2015-2017 Agreements with SCEA, NSCPA and NAPE/AFSCME)

ITEMS FOR DISCUSSION AND ACTION\STUDENT AFFAIRS, MARKETING, AND ENROLLMENT

January 21, 2015

ACTION: **First and Final Round Approval of the Adoption of Board Policy 3700; Accommodations for Students with Disabilities**

Proposed Policy 3700 provides guidance to College staff members who work in disability services along with others who may have questions regarding accommodations for students. The proposed policy meets requirements outlined in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

The System Office recommends approval of the Adoption of Board Policy 3700; Accommodations for Students with Disabilities.

ATTACHMENTS:

- Board Policy 3700 (PDF)

STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3700 Accommodations for Students with Disabilities

BOARD POLICY

Individuals with disabilities have the right to an equal opportunity to participate in and benefit from all programs offered by the Colleges. The Colleges are committed to providing students with disabilities the same opportunity to achieve academic success as they provide for all students.

The services provided to students with disabilities are established in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA). Services will be provided with the understanding that students with disabilities may require unique accommodations and must have their needs assessed on a case-by-case basis.

Providing accommodations for students with documented disabilities does not guarantee students equal results or achievement; accommodation must only afford them an equal opportunity for achievement. In order to maintain an environment that is safe and conducive to learning, behavior that is deemed to be dangerous, damaging, harassing or otherwise disruptive to the College community is not allowable, even when that behavior is a symptom of or is associated with a disability. Individuals with disabilities have the same obligations as all students to meet and maintain the Colleges' performance standards and codes of conduct as described in Board Policy 3100.

Accommodations may be requested for academic needs, student activities, campus housing and/or general accessibility issues.

Confidentiality
Each College shall maintain appropriate confidential records that identify students with disabilities. These records shall include the student's name, address, student ID number, nature of disability, support services needed, and verifying statement of services to students with disabilities and documentation provided by the student. All such records, shall be considered "education records" protected by the Family Educational Rights and Privacy Act (FERPA) and its regulations. Information about the student may be released with the student's informed written consent in accordance with FERPA or other application legislation.

Accommodation Process
Students with disabilities are responsible for initiating the accommodation process by identifying themselves as needing reasonable modifications to the environment, auxiliary aids and/or services in a timely manner. Students seeking accommodations must meet with the designated ADA representative at their respective College: Chadron State College, CSC Disability Services; Peru State College, ADA Services; and Wayne State College, Disability Services Program.

After a request for accommodation has been made, an interactive process between the student and the College will begin to determine what, if any, accommodation should be provided. A student requesting an accommodation must provide information about the condition on which the request is based, including the exact nature of the condition and why reasonable accommodation is necessary. The College may need to obtain additional information to determine if the student's condition qualifies as a disability or to determine what would be an effective accommodation. Such information may not be necessary if an effective accommodation is obvious.

Personal Care Attendants
Students who require a personal care attendant (PCA) are responsible for making arrangements for their PCA service. If a PCA is needed, the student is responsible for hiring, training, scheduling, supervising, paying, and replacing the attendant as necessary. The Colleges are not responsible for any coordination or financial responsibilities for personal care attendants. In addition, the College students and employees are not expected to

provide the services of a PCA. Students requiring a PCA are strongly recommended to find services of an impartial PCA who is not a family member or close friend.

PCAs with access to residence halls will need to have the background check completed by Human Resources before arriving on campus. Access to College residence halls will not be granted until a background check has been completed. Any PCA that fails to abide by College policies and procedures may be subject to removal from the residence halls and College campus, loss of all privileges and any other action the College may consider appropriate.

Service Animals
Service animals are trained to do work or perform tasks for a student with a disability, and the work is directly related to the individual's disability. Service animals may accompany the student in any and all locations where students are allowed.

Students with disabilities who are accompanied by service animals must comply with the same College rules regarding conduct, noise, safety, disruption, and cleanliness as people without disabilities. The ADA stipulates that service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the student's disability prevents using these devices. In that case, the student must maintain control of the animal through voice, signal or other effective controls.

The Colleges are not responsible for the care or supervision of service animals. Individuals with disabilities who are accompanied by service animals are solely responsible for the cost, care, supervision and well-being of the animal at all times.

Students with disabilities accompanied by service animals are responsible for any damage or injuries caused by their animals and must take appropriate precautions to prevent property damage or injury.

Cleaning up after the animal is the sole responsibility of the student with disabilities that is in possession of the service animal. If the individual is not physically able to clean up after the animal, it is then the responsibility of that individual to hire someone capable of cleaning up after the animal in a timely, hygienic and respectful manner.

Therapy/Support Animals
Even though therapy or support animals do not qualify as service animals, the Colleges shall provide reasonable accommodations for emotional therapy/support animals in College housing. Emotional support/therapy animals are animals whose sole function is to provide emotional support, comfort, therapy, companionship, therapeutic benefits, or to promote emotional well-being.

Students qualify for reasonable accommodation when (1) health care professional(s) have recognized and documented the therapeutic effect of animal companionship; and (2) the therapy animal is an integral part of a person's treatment process to assist in alleviating the symptoms of an individual's disability.

Requests to have an emotional therapy/support animal in campus housing are considered requests for accommodation and will be reviewed on an individual basis.

Under the federal Fair Housing Act, accommodations for emotional support/comfort animals must be reasonable. Animals can pose no direct threat to the health and safety of others; cause substantial damage to the property of others; post an undue financial and administrative burden; or fundamentally alter the nature of the provider's operation.

STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

Food Allergies
Food allergies may constitute a disability under the Americans with Disabilities Act (ADA). Students with food allergies may have light to severe reactions as a result of contact with a particular food source. The Colleges will develop individualized plans for students who request reasonable accommodations due to a food allergy. Depending on the individual circumstances, the Colleges may allow students to be exempt from the mandatory meal plan, eat in a separate location, or partake of meals made without specific allergens within the Colleges' regular dining halls.

Complaints
ADA compliance issues and complaints may be directed to:

Chadron State College: CSC Disability Services
Peru State College: ADA Services
Wayne State College: Disability Services Program

Legal Reference: Title II of the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973
Fair Housing Act
Family Educational Rights and Privacy Act

Policy Adopted:

ITEMS FOR DISCUSSION AND ACTION\FISCAL, FACILITIES AND AUDIT

January 21, 2015

ACTION: **Accept the Basic Financial Audit Report for Year Ended June 30, 2014**

The Auditor of Public Accounts (APA) has completed the Nebraska State College System (NSCS) basic financial audit for the fiscal year ending June 30, 2014. The audit is attached.

The Facilities Corporation is included in the basic financial audit as a blended component unit of the NSCS. BKD performed a separate audit of the Facilities Corporation, which was accepted at the Annual Meeting of the Facilities Corporation on November 7, 2014.

The Colleges' Foundations are included as discretely presented component units in the audit report in accordance with Governmental Accounting Standards Board (GASB) standards. The Foundations' financial statements and corresponding footnotes are incorporated from private audits accepted by the individual foundation boards.

A separate audit of the Revenue Bond program was completed by BKD and accepted by the Board at its November 7, 2014 meeting. The Revenue Bond program activity is incorporated into the basic financial audit figures.

The Federal A-133 audit is also just completed and is provided for acceptance in a separate agenda item.

The System Office recommends approval of the Basic Financial Audit Report for Year Ended June 30, 2014.

ATTACHMENTS:

- APA Final Basic Financial Audit FY 2013-14 (PDF)

AUDIT REPORT
OF THE
NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

JULY 1, 2013, THROUGH JUNE 30, 2014

This document is an official public record of the State of Nebraska, issued by the Auditor of Public Accounts.

Modification of this document may change the accuracy of the original document and may be prohibited by law.

Issued on December 15, 2014

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

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Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

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NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

INDEPENDENT AUDITOR'S REPORT

Board of Trustees of the Nebraska State College System
Lincoln, Nebraska:

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities, and the discretely presented component units of the Nebraska State College System (NSCS) (a component unit of the State of Nebraska) as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the Nebraska State College System's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We did not audit the accompanying financial statements of Chadron State, Peru State, and Wayne State Foundations (Foundations), discretely presented component units of the NSCS, as of and for the years ended June 30, 2014, December 31, 2013, and June 30, 2014, respectively. Those statements are presented separately on pages 14 through 16, 19 through 21, and 24 through 26. We also did not audit the financial statements of the Nebraska State Colleges Facilities Corporation, a blended component unit of the NSCS, and the activity of the Nebraska State College System Revenue and Refunding Bond Program, as of and for the year ended June 30, 2014, which represent 35 percent, 82 percent, and 22 percent, respectively, of the assets, liabilities, and revenues of the primary government. Those statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the Foundations, the Nebraska State College System Revenue and Refunding Bond Program, and the Nebraska State Colleges Facilities Corporation, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. The financial statements of the Foundations, Revenue and Refunding Bond Program, and the Facilities Corporation were not audited in accordance with *Government Auditing Standards.*

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the NSCS's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, based on our audit and the reports of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and the discretely presented component units of the NSCS, as of June 30, 2014, and December 31, 2013, (Peru State Foundation) and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matters

As discussed in Note 1 to the financial statements, the NSCS has elected to change its method of accounting for capital assets by changing the capitalization thresholds and the estimated useful lives assigned to certain capital assets included within the NSCS's capital asset categories in fiscal year ended June 30, 2014. Our opinion is not modified with respect to this matter.

As discussed in Note 1 to the financial statements, in fiscal year ended June 30, 2014, the NSCS adopted new accounting guidance, Governmental Accounting Standards Board (GASB) Statement No. 65, *Items Previously Reported as Assets and Liabilities*. Our opinion is not modified with respect to this matter.

As discussed in Note 1 to the financial statements, the fiscal year ended June 30, 2013, financial statements have been restated to correct misstatements. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, on pages 4 through 11, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the NSCS's basic financial statements. The accompanying Combining Schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Combining Schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and other auditors. In our opinion, based on our audit, the procedures performed, as described above, and the reports of the other auditors, the accompanying Combining Schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 8, 2014, on our consideration of the NSCS's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the NSCS's internal control over financial reporting and compliance.

Don Dunlap

Lincoln, Nebraska
December 8, 2014

Don Dunlap, CPA
Assistant Deputy Auditor

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

MANAGEMENT'S DISCUSSION AND ANALYSIS – UNAUDITED

This section of the Nebraska State College System's (NSCS) financial report presents a narrative overview and analysis of the financial activities of the NSCS for the fiscal year ended June 30, 2014. The analysis has been prepared by management of the NSCS and is intended to be read with the financial statements and the related footnotes that follow this section.

Management's discussion and analysis relates only to the NSCS and does not include any overview of the financial position and activities of the Chadron State Foundation, Peru State Foundation, and Wayne State Foundation, which are considered component units of the NSCS.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the NSCS's basic financial statements, which include: 1) Statement of Net Position; 2) Statement of Revenues, Expenses, and Changes in Net Position; 3) Statement of Cash Flows; and 4) Notes to Financial Statements. This report also contains information in addition to the basic financial statements.

The Statement of Net Position presents information on all of the NSCS's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference between these elements reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the NSCS is improving or deteriorating.

The Statement of Revenues, Expenses, and Changes in Net Position presents information showing how the NSCS's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

The Statement of Cash Flows presents the NSCS's flows of cash by defined categories. The primary purpose of the Statement of Cash Flows is to provide information about the NSCS's cash receipts and payments during the year.

The Notes to Financial Statements provides additional information that is essential to a full understanding of the data provided in the financial statements.

FINANCIAL ANALYSIS OF THE NSCS AS A WHOLE

The NSCS includes Chadron State College (CSC), Peru State College (PSC), Wayne State College (WSC), and the NSCS Office in Lincoln. The designation as a single entity reflects the general governing authority of the Board of Trustees, including the authority to distribute the State appropriation among the Colleges and the NSCS Office.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

MANAGEMENT'S DISCUSSION AND ANALYSIS – UNAUDITED
(Continued)

The audit for the fiscal year ended June 30, 2014, includes information on the Nebraska State Colleges Facilities Corporation (Corporation), a non-profit corporation statutorily created to allow the NSCS to finance building projects of the Board of Trustees of the Nebraska State College System on any of its campuses, through the issuance of notes, bonds, or other obligations. The members of the Board of Trustees serve as the Board of Directors of the Corporation. Outstanding bonds issued by the Corporation are those authorized under LB 605, passed in 2006, and LB 198, passed in 2013. Repayment is from legislative appropriations and student fees. The long-term debt of the Corporation accrues to the NSCS Office, while the assets acquired as the result of renovations and new construction appear as assets at the individual Colleges.

Audit information from the Chadron State Foundation, Peru State Foundation, and Wayne State Foundation is included in the report as well. With implementation of Governmental Accounting Standards Board (GASB) Statement No. 39, the Foundations of the Colleges have been deemed to be component units of the NSCS. Those Foundations' financial statements are presented separately on pages 14 through 16, 19 through 21, and 24 through 26 of this report.

Condensed statements are presented below for the NSCS for the years ended June 30, 2014, and 2013. The 2013 information has not been restated for the implementation of GASB 65 or for previous accounting errors. For more information on GASB 65 implementation and previous accounting errors, see Note 1.

Nebraska State College System
Net Position as of June 30

	Primary Government	
	2014	**2013**
Current Assets	$ 47,574,589	$ 44,933,599
Non-current Assets		
Capital Assets, Net	182,559,821	167,059,343
Other Non-current Assets	32,831,928	26,818,663
Total Assets	262,966,338	238,811,605
Deferred Outflow of Resources	51,070	-
Current Liabilities	16,922,742	13,350,380
Non-current Liabilities	57,555,464	46,328,033
Total Liabilities	74,478,206	59,678,413
Net Position		
Net Investment in Capital Assets	139,705,523	121,479,570
Restricted	26,620,443	34,901,927
Unrestricted	22,213,236	22,751,695
Total Net Position	$ 188,539,202	$ 179,133,192

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

MANAGEMENT'S DISCUSSION AND ANALYSIS – UNAUDITED
(Continued)

Nebraska State College System
Changes in Net Position For Year Ended June 30

	2014	2013
Operating Revenues		
Tuition and Fees, Net	$ 26,262,399	$ 25,841,195
Federal and State Grants and Contracts	14,468,359	14,410,832
Private Grants and Contracts	1,894,341	2,151,578
Auxiliary Enterprises, Net	17,709,618	16,989,768
Other Operating Revenues	1,211,641	295,536
Total Operating Revenues	61,546,358	59,688,909
Operating Expenses	110,477,487	105,866,375
Operating Loss	(48,931,129)	(46,177,466)
Non-operating Revenues (Expenses)		
State Appropriations	49,756,052	46,144,042
Investment Income	983,886	1,200,892
Interest on Capital Asset-Related Debt	(1,173,548)	(1,189,345)
Loss on Disposal of Asset	(7,351,929)	(14,396)
Bond Issuance Costs	(234,051)	-
Other Non-operating (Expenses)	(44,928)	435,982
Net Non-operating Revenues	41,935,482	46,577,175
Income (Loss) before Other Revenues, Expenses, Or Gains (Losses)	(6,995,647)	399,709
Other Revenues, Expenses, or Gains (Losses)		
Capital Appropriations and Grants	13,569,770	6,669,239
Capital Contributions	1,436,633	1,793,136
Capital Facilities Fee	2,086,875	2,084,958
Net Other Revenues, Expenses, or Gains (Losses)	17,093,278	10,547,333
Increase in Net Position	10,097,631	10,947,042
Net Position, Beginning of Year	179,133,192	168,186,150
Prior Period Adjustment	(691,621)	-
Net Position, Beginning of Year as Restated	178,441,571	168,186,150
Net Position, End of Year	$ 188,539,202	$ 179,133,192

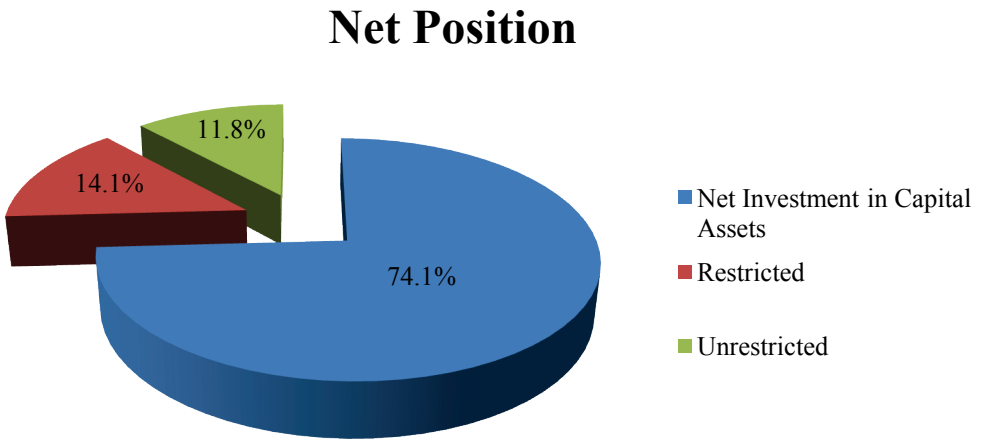
Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

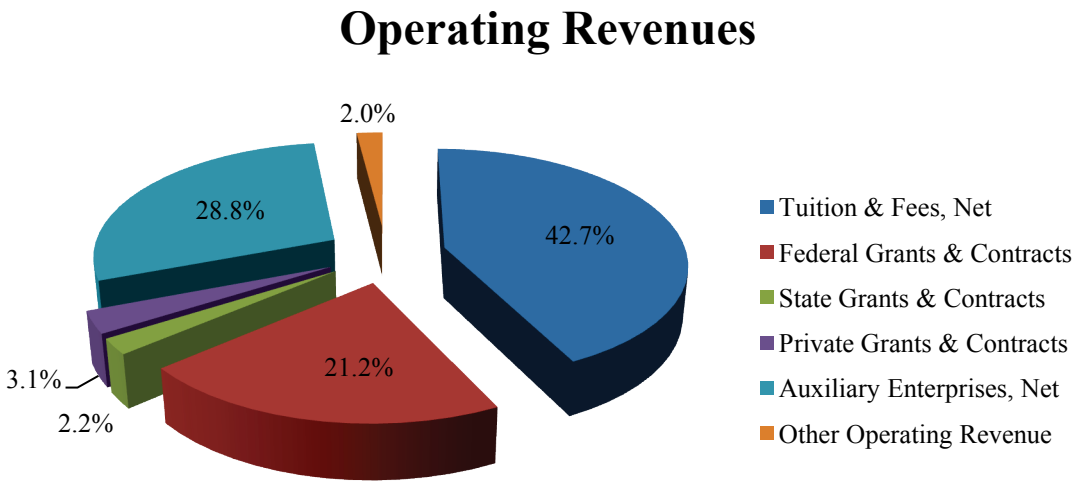
MANAGEMENT'S DISCUSSION AND ANALYSIS – UNAUDITED
(Continued)

CHANGES IN NET POSITION

At June 30, 2014, the NSCS had a net position of $188.5 million, an increase of $9.6 million or 5.4% over 2013. Net position was comprised of unrestricted – $22.2 million; restricted – $26.6 million; and net investment in capital assets – $139.7 million.



The operating revenues were $61.5 million, compared to $59.3 million in 2013, a 3.7% increase. Operating revenues include $26.3 million in net tuition and fees, Federal grants and contracts of $13.0 million, State grants and contracts of $1.4 million, private grants and contracts of $1.9 million, net auxiliary enterprises of $17.7 million, and other operating revenues of $1.2 million.



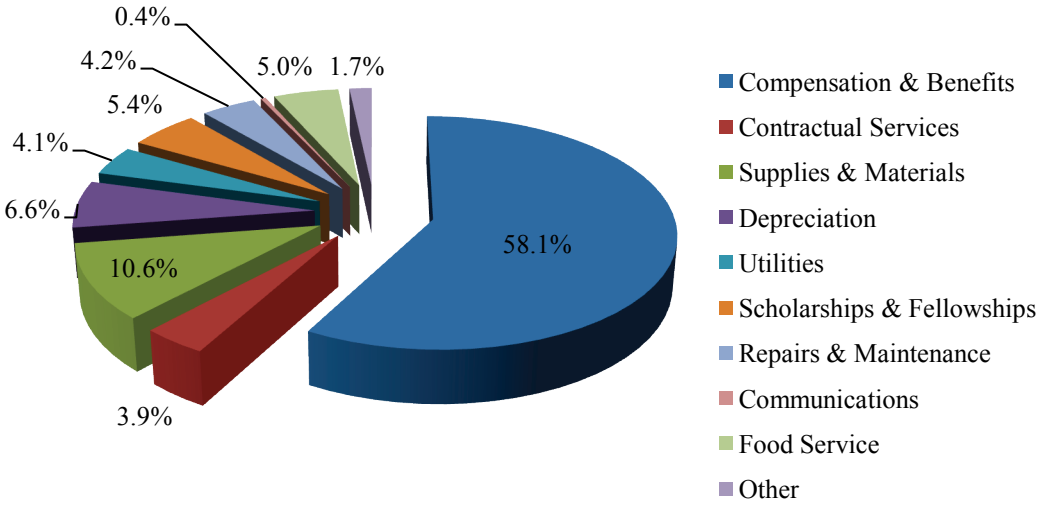
Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

MANAGEMENT'S DISCUSSION AND ANALYSIS – UNAUDITED
(Continued)

Operating expenses for the year ended June 30, 2014, amounted to $110.5 million, compared to $105.8 million in 2013. Compensation and benefits accounted for $64.2 million, or 58.1% of the total; contractual services were $4.3 million; supplies and materials, $11.7 million; depreciation, $7.3 million; and utilities, $4.5 million. Other operating expenses consisted of scholarships and fellowships, $6.0 million; repairs and maintenance, $4.6 million; communications, $0.5 million, food service, $5.6 million; and other operating expenses, $1.8 million.

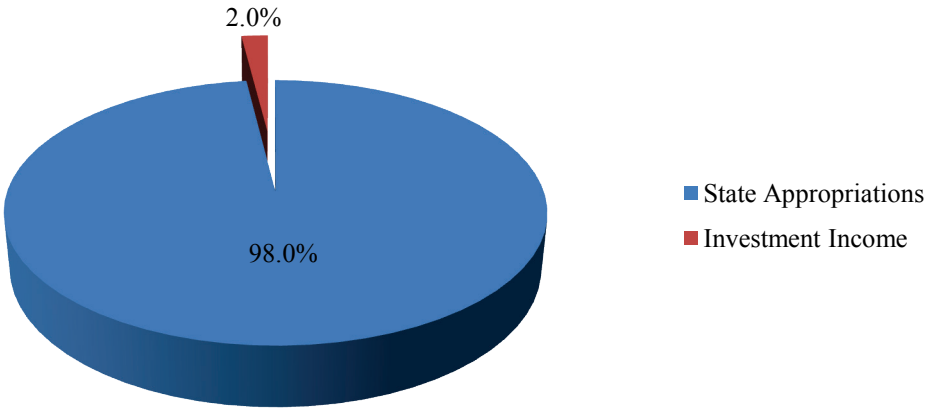
Operating Expenses



The current year operating loss amounted to $48.9 million, compared to an operating loss in 2013 of $46.5 million.

Non-operating revenues consist of State appropriations and investment income.

Non-Operating Revenues



Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

MANAGEMENT'S DISCUSSION AND ANALYSIS – UNAUDITED
(Continued)

The most significant change in the schedule of net position from the fiscal year ended June 30, 2013, to the fiscal year ended June 30, 2014, was an increase in both current restricted cash and cash equivalents and the current portion of long-term debt. The increase in these two accounts was due to two bond issuances during the fiscal year. The schedule of net position also had an increase in net capital assets of $14.3 million, most of which is related to Armstrong renovation, Eagle Ridge construction, and Rangeland Center construction at CSC; U.S. Conn Library renovation, field turf/track resurfacing, and soccer field expansion at WSC; and renovations of T.J. Majors and Oak Bowl at PSC.

Tuition and fee income increased $0.4 million or 1.7%, and auxiliary enterprise revenues increased $1.0 million, or 6.3% from the prior fiscal year. Federal, State, and private grants and contracts had a reduction of $0.2 million or 1.2%.

Non-operating revenues reflect a $3.6 million or 7.8% increase in expenditure of State appropriations and a 15.6% decrease in investment income.

Operating expenses for the year ended June 30, 2014, increased by $4.6 million or 4.4%. Within the operating expenses category, compensation and benefits increased approximately $2.4 million, utilities increased $0.6 million, repairs and maintenance increased $1.5 million, and other operating expenses decreased $0.7 million. Health insurance premiums increased slightly in 2013-2014, with the overall composite rates for medical and dental insurance increasing 6.4%.

CAPITAL ASSET AND DEBT ADMINISTRATION

As of June 30, 2014, the NSCS had recorded $268.5 million in gross capital assets. During the fiscal year ended June 30, 2014, the investment in buildings and improvements increased by $4.2 million; furniture, fixtures, and equipment increased by $0.3 million; infrastructure increased by $1.5 million; and construction in progress increased by $22.8 million. Policy changes on capitalization thresholds removed $7.4 million in net capital assets during the fiscal year. At the end of the fiscal year, the NSCS had $85.9 million in accumulated depreciation that left $182.6 million in net capital assets.

At the end of the fiscal year, the NSCS had $62.2 million in long-term liabilities. These consisted primarily of outstanding indebtedness of $55.3 million, $3.7 million in accrued compensated absences, and $1.5 million in unearned revenue. Additional debt of $17.7 million was issued, and previously existing bond obligations were reduced by $8.1 million. The bond obligation reduction amount included $4.5 million from the current refunding and $0.8 million from the debt extinguishment of Series 2003 debt. CSC's portion of the Series 2003 bonds was defeased on June 5, 2014, using proceeds from Series 2014, which were issued in June 2014. WSC's portion of the Series 2003 bonds was also extinguished on June 5, 2014.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

Several construction projects have been completed at the Colleges, including Phase I of the CSC Rangeland Center. The WSC soccer field expansion and the WSC field turf/track resurfacing were also close to substantial completion at June 30. Projects were completed using College cash funds, Foundation funds, and private funds. Renovation and construction was also in progress for several projects, including the CSC Rangeland Center Phase II, the CSC Armstrong/Chicoine Event Center complex, the CSC Eagle Ridge Student Housing project, the WSC U.S. Conn Library renovation and addition, the PSC Oak Bowl renovation, and the PSC T.J. Majors HVAC upgrade project. These projects are being funded through various sources including: State appropriations, the LB 309 building renewal task force, College cash funds, revenue bond funds, and/or privately raised funds. Planning was in the process for the Park Avenue Campus Entrance project at PSC and the Math/Science renovation at CSC.

All projects using bond proceeds from LB 605 have been completed. At the September 6, 2013, Board of Directors meeting, the Corporation Board closed out LB 605 projects by adjusting authorized projects amounts by any unspent allocations. In May 2013, the Legislature approved and the Governor signed LB 198, which provides General Fund appropriations of $2,216,000 for 2013-2014 and 2014-2015 and the intent to provide this amount annually through fiscal year June 30, 2021, to undertake construction of the CSC Rangeland Center Phase II and renovation of the WSC U.S. Conn Library. LB 198 authorized the Corporation to issue bonds for these two projects. The bonding resulting from LB 198 provided over $15 million in capital project funds. Various deferred repair and fire and life safety upgrades are in progress at all three Colleges.

See the notes to the financial statements for additional discussion of capital assets and long-term liabilities.

ECONOMIC OUTLOOK AND SUBSEQUENT EVENTS THAT WILL AFFECT THE FUTURE

State funding for the NSCS increased for the 2013-2015 biennium. The Governor and Legislature approved State funding for 2014-2015 at $49,396,030, an increase of $1,899,847 or 4.0% over 2013-2014 funding levels.

As part of an agreement between the Governor, the Legislature, and the NSCS on the biennium operating budget, the Board of Trustees froze tuition rates for 2013-2014 and 2014-2015 at the 2012-2013 levels. Increases in State funding over the 2013-2015 biennium allowed the NSCS to freeze tuition rates for the same period.

In accordance with the NSCS Bargaining Unit agreements for 2013-2015, professional staff with a 1.0 full-time equivalent (FTE) will receive a 2.0% increase in the 2014-2015 fiscal year. Faculty will receive a 2.0% increase for the 2014-2015 fiscal year. Support staff will also receive a 2.0% increase for the 2014-2015 fiscal year, while maintaining longevity increases.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

MANAGEMENT'S DISCUSSION AND ANALYSIS – UNAUDITED
(Continued)

In addition to receiving notification of a 2.3% premium increase in health insurance rates for 2014-2015, the NSCS has also been notified that premium rates for the 2015-2016 year will increase an additional 1.9%.

Enrollment at the State Colleges (annual FTE) remained relatively stable for 2013-2014. Fall enrollments are also expected to remain stable for 2014-2015. The NSCS continues to engage in an increased emphasis on enrollment management and marketing.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM - PRIMARY GOVERNMENT
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

STATEMENT OF NET POSITION

June 30, 2014

Assets		
Current Assets		
Cash and Cash Equivalents	$	24,028,014
Restricted Cash and Cash Equivalents		20,139,984
Accounts Receivable, Net of Allowance		1,462,089
State Grants and Appropriations Receivable		400,178
Other Receivables		197,322
Inventories		100,447
Loans to Students, Net		329,355
Prepaid Expenses		898,884
Deposits with Vendors		18,316
Total Current Assets		47,574,589
Non-current Assets		
Restricted Cash and Cash Equivalents		31,088,915
Loans to Students, Net		1,693,682
Prepaid Expenses		49,331
Capital Assets, Net		182,559,821
Total Non-current Assets		215,391,749
Total Assets		262,966,338
Deferred Outflow of Resources		
Unamortized Bond Refunding Amount, Net		51,070
Total Deferred Outflow of Resources		51,070
Liabilities		
Current Liabilities		
Accounts Payable and Accrued Liabilities		10,896,372
Accrued Compensated Absences		359,150
Unearned Revenue		773,805
Interest Payable		606,066
Long-term Debt		4,220,263
Deposits Held in Custody for Others		67,086
Total Current Liabilities		16,922,742
Non-current Liabilities		
Accrued Compensated Absences		3,337,607
Unearned Revenue		1,198,159
Long-term Debt		53,019,698
Total Non-current Liabilities		57,555,464
Total Liabilities		74,478,206

(Continued)

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM - PRIMARY GOVERNMENT
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)
STATEMENT OF NET POSITION
June 30, 2014

Net Position	
Net Investment in Capital Assets	139,705,523
Restricted for:	
Expendable:	
Loans	2,422,884
Debt service	4,632,203
Plant	5,286,878
Other	14,278,478
Unrestricted	22,213,236
Total Net Position	$ 188,539,202

(Concluded)

The accompanying notes are an integral part of the financial statements.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

CHADRON STATE FOUNDATION
(A COMPONENT UNIT OF THE NEBRASKA STATE COLLEGE SYSTEM)
STATEMENT OF FINANCIAL POSITION
June 30, 2014

ASSETS		
Cash and Cash Equivalents - Unrestricted	$	3,349,677
Cash and Cash Equivalents - Restricted		14,514
Certificates of Deposit		250,718
Investments		18,184,923
Contributions Receivable, Net of Allowance for Uncollectible Pledges of $88,090		617,279
Other Assets		103,763
Property and Equipment, Net of Accumulated Depreciation		38,500
TOTAL ASSETS	$	22,559,374
LIABILITIES AND NET ASSETS		
Accounts Payable	$	19,279
Wages Payable		82,032
Scholarships Payable		581,109
Deferred Revenue		23,606
Due to Other Agencies		48,680
TOTAL LIABILITIES		754,706
Unrestricted Net Assets:		
Operating Fund		71,368
CSC General Fund		569,281
CSC Quasi Endowment		170,522
Greatest Need		2,160,021
Total Unrestricted Net Assets		2,971,192
Temporarily Restricted Net Assets:		
Donor Designated		1,035,791
Named Endowment Activity		2,969,114
Total Temporarily Restricted Net Assets		4,004,905
Permanently Restricted Net Assets:		
Named Endowment		14,828,571
TOTAL NET ASSETS		21,804,668
TOTAL LIABILITIES AND NET ASSETS	$	22,559,374

The accompanying notes are an integral part of the financial statements.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

PERU STATE FOUNDATION
(A COMPONENT UNIT OF THE NEBRASKA STATE COLLEGE SYSTEM)
STATEMENT OF FINANCIAL POSITION
December 31, 2013

ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$	300,987
Unconditional Promises to Give		14,702
Interest Receivable		4,917
Prepaid Expenses		103,111
Current Portion of Notes Receivable		21,046
TOTAL CURRENT ASSETS		444,763
PROPERTY AND EQUIPMENT		
Land		60,947
Office Furniture and Fixtures		35,681
Vehicles		23,650
TOTAL PROPERTY AND EQUIPMENT		120,278
Less Accumulated Depreciation		48,219
NET PROPERTY AND EQUIPMENT		72,059
OTHER ASSETS		
Investments		13,003,385
Real Estate Held for Future College Use		174,816
Notes Receivable, Less Current Portion		116,809
TOTAL OTHER ASSETS		13,295,010
TOTAL ASSETS	$	13,811,832
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable	$	18,358
Accrued Compensation		77,954
Accrued Expenses		1,623
Refundable Deposits		17,472
Current Portion of Notes Payable		190,572
Current Portion of Gift Annuity		380
TOTAL CURRENT LIABILITIES		306,359
LONG-TERM LIABILITIES		
Note Payable, Less Current Portion		1,667
Gift Annuity, Less Current Portion		788
TOTAL LONG-TERM LIABILITIES		2,455
TOTAL LIABILITIES		308,814
NET ASSETS		
Unrestricted Net Assets:		
Operating		5,083,451
Board Designated		1,164,201
TOTAL UNRESTRICTED NET ASSETS		6,247,652
Temporarily Restricted		1,141,779
Permanently Restricted		6,113,587
TOTAL NET ASSETS		13,503,018
TOTAL LIABILITIES AND NET ASSETS	$	13,811,832

The accompanying notes are an integral part of the financial statements.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

WAYNE STATE FOUNDATION
(A COMPONENT UNIT OF THE NEBRASKA STATE COLLEGE SYSTEM)
STATEMENT OF FINANCIAL POSITION
June 30, 2014

ASSETS		
Cash and Cash Equivalents - Unrestricted	$	43,463
Cash and Cash Equivalents - Restricted		536,700
Total Cash and Cash Equivalents		580,163
Accrued Interest Receivable		729
Inventory		-
Unconditional Promises to Give		1,422,298
Prepaids & Other Receivables		7,437
Investments		19,263,529
Property		293,245
Cash Value Life Insurance		92,769
Assets Restricted for Annuity Contracts		
Investments		1,119,154
Assets Held in Perpetual Trust		
Investments		925,717
TOTAL ASSETS	$	23,705,041
LIABILITIES AND NET ASSETS		
Accounts & Faculty Grants Payable	$	77,334
Deferred (Unearned) Event Revenue		3,000
Annuities Payable		443,050
Total Liabilities		523,384
Net Assets:		
Unrestricted:		
Undesignated		2,516,089
Endowment Funds Deficit		-
Designated		313,565
Total Unrestricted Net Assets		2,829,654
Temporarily Restricted		6,862,570
Permanently Restricted		13,489,433
Total Net Assets		23,181,657
TOTAL LIABILITIES AND NET ASSETS	$	23,705,041

The accompanying notes are an integral part of the financial statements.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM - PRIMARY GOVERNMENT
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

Fiscal Year Ended June 30, 2014

Operating Revenues		
Tuition and Fees Net of Scholarship Allowances and Institutional Waivers Totaling $11,391,833	$	26,262,399
Federal Grants and Contracts		13,075,165
State Grants and Contracts		1,393,194
Private Grants and Contracts		1,894,341
Auxiliary Enterprises Net of Scholarship Allowances and Institutional Waivers Totaling $3,685,780		17,709,618
Other Operating Revenues		1,211,641
Total Operating Revenues		61,546,358
Operating Expenses		
Compensation and Benefits		64,183,567
Contractual Services		4,308,134
Supplies and Materials		11,663,490
Scholarships and Fellowships		5,994,039
Depreciation		7,301,762
Utilities		4,513,300
Repairs and Maintenance		4,587,211
Communications		478,904
Food Service		5,577,873
Other		1,869,207
Total Operating Expenses		110,477,487
Operating Loss		(48,931,129)
Non-operating Revenue (Expenses)		
State Appropriations		49,756,052
Investment Income		983,886
Interest on Capital Asset-Related Debt		(1,173,548)
Loss on Disposal of Asset		(7,351,929)
Bond Issuance Costs		(234,051)
Other Non-operating Expenses		(44,928)
Net Non-operating Revenues		41,935,482
Loss Before Other Revenues, Expenses, or Gains (Losses)		(6,995,647)

(Continued)

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM - PRIMARY GOVERNMENT
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
Fiscal Year Ended June 30, 2014

Other Revenues, Expenses, or Gains (Losses)	
Capital Facilities Fees	2,086,875
Capital Contributions	1,436,633
Capital Appropriations and Grants	13,569,770
Net Other Revenues, Expenses, or Gains (Losses)	17,093,278
Increase in Net Position	10,097,631
Net Position, Beginning of Year	179,133,192
Prior Period Adjustment - See Note 1	(691,621)
Net Position, Beginning of Year as Restated	178,441,571
Net Position, End of Year	$ 188,539,202

(Concluded)

The accompanying notes are an integral part of the financial statements.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

CHADRON STATE FOUNDATION
(A COMPONENT UNIT OF THE NEBRASKA STATE COLLEGE SYSTEM)
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2014

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUES, GAINS (LOSSES), AND OTHER SUPPORT				
Fundraising Income	$ 477,997	$ 834,983	$ -	$ 1,312,980
Principle Contributions to Named Endowments	-	-	455,942	455,942
Management Fees	326,129	-	-	326,129
State Income	199,994	-	-	199,994
Unrealized Gain on Investments	163,510	672,042	-	835,552
Realized Gain on Investments	93,959	786,891	-	880,850
Interest and Dividend Income	75,057	251,275	-	326,332
Event Income	-	47,191	-	47,191
Miscellaneous Income	1,856	-	-	1,856
Total Revenues, Gains (Losses), and Other Support	1,338,502	2,592,382	455,942	4,386,826
Transfer Between Net Assets	(24,979)	(25,306)	50,285	-
Net Assets Released From Restrictions	1,892,622	(1,892,622)	-	-
Total Support and Reclassifications	3,206,145	674,454	506,227	4,386,826
EXPENSES				
Program Services	1,948,999	-	-	1,948,999
General and Management	470,371	-	-	470,371
Fundraising	252,546	-	-	252,546
Total Expenses	2,671,916	-	-	2,671,916
Increase (Decrease) IN NET ASSETS	534,229	674,454	506,227	1,714,910
NET ASSETS, BEGINNING OF YEAR	2,436,963	3,330,451	14,322,344	20,089,758
NET ASSETS, END OF YEAR	$ 2,971,192	$ 4,004,905	$ 14,828,571	$ 21,804,668

The accompanying notes are an integral part of the financial statements.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

PERU STATE FOUNDATION
(A COMPONENT UNIT OF THE NEBRASKA STATE COLLEGE SYSTEM)
STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS
For the Year Ended December 31, 2013

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
PUBLIC SUPPORT AND REVENUE				
Contributions	$ 1,176,705	$ 172,770	$ 406,200	$ 1,755,675
Special Events	15,257	21,191	-	36,448
Interest and Dividends	286,723	-	10,883	297,606
Realized Gain on Sale of Investments	591,717	-	22,440	614,157
Unrealized Gain on Investments	1,028,241	-	39,046	1,067,287
Change in Value of Annuities	(431)	-	-	(431)
Miscellaneous Income	1,311	-	519	1,830
TOTAL PUBLIC SUPPORT AND REVENUE	3,099,523	193,961	479,088	3,772,572
EXPENSES				
Program Expenses	1,194,321	-	-	1,194,321
Management Expenses	267,470	-	-	267,470
Fundraising Expenses	387,481	-	-	387,481
TOTAL EXPENSES	1,849,272	-	-	1,849,272
Net Assets Released from Restrictions	1,007,780	(1,004,759)	(3,021)	-
INCREASE/(DECREASE) IN NET ASSETS	2,258,031	(810,798)	476,067	1,923,300
NET ASSETS, Beginning of Year	3,989,621	1,952,577	5,637,520	11,579,718
NET ASSETS, End of Year	$ 6,247,652	$ 1,141,779	$ 6,113,587	$ 13,503,018

The accompanying notes are an integral part of the financial statements.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

WAYNE STATE FOUNDATION
(A COMPONENT UNIT OF THE NEBRASKA STATE COLLEGE SYSTEM)
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2014

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUE AND OTHER SUPPORT:				
Gift/Contributions Income	$ 513,895	$ 3,901,808	$ 313,133	$ 4,728,836
Interest and Dividends	56,390	233,851	10,388	300,629
Net Gain (Loss) on Investments	372,695	2,267,228	206,373	2,846,296
Other Non Gift Income	14,353	209,465	14,105	237,923
Total Revenue and Other Support	957,333	6,612,352	543,999	8,113,684
Assets Released from Restrictions/Transfers	3,105,747	(3,138,390)	32,643	-
EXPENSES:				
General and Administrative	218,767	-	-	218,767
Fundraising	354,500	-	-	354,500
Program Expenses	3,153,974	-	-	3,153,974
Total Expenses Before Amortization	3,727,241	-	-	3,727,241
Amortization of Annuity Contracts	14,088	-	69,187	83,275
Total Expenses	3,741,329	-	69,187	3,810,516
Administrative Support Fee	103,402	(103,402)	-	-
NET INCREASE (DECREASE) IN NET ASSETS	425,153	3,370,560	507,455	4,303,168
NET ASSETS, BEGINNING OF YEAR	2,404,501	3,492,010	12,981,978	18,878,489
NET ASSETS, END OF YEAR	$ 2,829,654	$ 6,862,570	$ 13,489,433	$ 23,181,657

The accompanying notes are an integral part of the financial statements.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year

NEBRASKA STATE COLLEGE SYSTEM - PRIMARY GOVERNMENT
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

STATEMENT OF CASH FLOWS

Fiscal Year Ended June 30, 2014

Cash Flows From Operating Activities		
Tuition and Fees	$	25,848,130
Grants and Contracts		16,392,658
Payments to Suppliers		(26,514,282)
Payments for Utilities		(4,521,850)
Payments to Employees		(64,318,232)
Loans Issued to Students		(218,037)
Collections of Loans to Students		483,474
Sales and Services of Auxiliary Enterprises		17,925,487
Other Payments		(4,917,108)
Net Cash Used in Operating Activities		(39,839,760)
Cash Flows From Non-capital Financing Activities		
State Appropriations		49,635,195
Direct Lending Receipts		31,718,499
Direct Lending Payments		(31,718,499)
Other Payments		(58,381)
Net Cash Provided by Non-capital Financing Activities		49,576,814
Cash Flows From Capital and Related Financing Activities		
Proceeds from Capital Debt		19,569,519
Capital Contributions		1,436,633
Purchase of Capital Assets		(29,090,660)
Principal Paid on Capital Debt		(7,895,387)
Interest Paid on Capital Debt		(1,349,020)
Bond Issuance Costs		(234,051)
Capital Facilities Fees		2,089,238
Other		35,786
Capital Appropriations		14,452,170
Net Cash Used by Capital and Related Financing Activities		(985,772)
Cash Flows From Investing Activities		
Investment Income		983,675
Net Cash Provided by Investing Activities		983,675

(Continued)

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM - PRIMARY GOVERNMENT
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

STATEMENT OF CASH FLOWS

Fiscal Year Ended June 30, 2014

Increase in Cash and Cash Equivalents		9,734,957
Cash and Cash Equivalents, Beginning of Year		65,521,956
Cash and Cash Equivalents, End of Year	$	75,256,913
Reconciliation of Cash and Cash Equivalents to the Statement of Net Position		
Cash and Cash Equivalents	$	24,028,014
Restricted Cash and Cash Equivalents - Current		20,139,984
Restricted Cash and Cash Equivalents - Non-current		31,088,915
Total Cash and Cash Equivalents	$	75,256,913
Reconciliation of Net Operating Revenues (Expenses) to Net Cash Used in Operating Activities		
Operating Loss	$	(48,931,129)
Depreciation Expense		7,301,762
Changes in Operating Assets and Liabilities		
Receivables, Net		(390,291)
Inventories		38,847
Accounts Payable and Accrued Liabilities		2,014,567
Accrued Compensated Absences		(116,113)
Other Assets and Liabilities		242,597
Net Cash Used in Operating Activities	$	(39,839,760)
Supplemental Cash Flows Information		
Accounts Payable Incurred for Capital Asset Purchases	$	4,139,076

(Concluded)

The accompanying notes are an integral part of the financial statements.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

CHADRON STATE FOUNDATION
(A COMPONENT UNIT OF THE NEBRASKA STATE COLLEGE SYSTEM)
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2014

CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (Decrease) in Net Assets	$	1,714,910
Adjustments to Reconcile Increase (Decrease) in Net Assets		
To Net Cash Provided (Used) by Operating Activities		
Depreciation		-
Unrealized Loss (Gain) on Investments		(835,552)
Realized Loss (Gain) on Investments		(880,838)
Change in the Value of Trusts		-
Change in Estate Bequests		378,445
Change in Beneficial Interest in Annuity		38,027
Proceeds from Contributions Restricted for Investment in Named Endowments		(455,942)
(Increase) Decrease In:		
Contributions Receivable		98,833
Increase (Decrease) In:		
Accounts Payable		11,886
Wages Payable		56,066
Scholarships Payable		161,857
Deferred Revenue		(38,027)
Due to Other Agencies		(106,700)
Net Cash Provided (Used) by Operating Activities		142,965
CASH FLOWS FROM INVESTING ACTIVITIES		
(Increase) Decrease in Cash Surrender Value of Life Insurance		9,507
Proceeds From Sale of Investments		2,533,668
Purchase of Investments		(2,068,605)
Proceeds from Q-Tip Trust		-
Proceeds from the Sale of Certificates of Deposit		865,927
Purchase of Certificates of Deposit		-
Net Cash Provided (Used) by Investing Activities		1,340,497
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Contributions Restricted for Investment in Named Endowments		455,942
Net Cash Provided by Financing Activities		455,942
Net Increase (Decrease) in Cash and Cash Equivalents		1,939,404
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR		1,424,787
CASH AND CASH EQUIVALENTS, END OF YEAR	$	3,364,191
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash and Cash Equivalents - Unrestricted	$	3,349,677
Cash and Cash Equivalents - Restricted		14,514
Total Cash and Cash Equivalents	$	3,364,191

The accompanying notes are an integral part of the financial statements.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

PERU STATE FOUNDATION
(A COMPONENT UNIT OF THE NEBRASKA STATE COLLEGE SYSTEM)
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2013

CASH FLOWS FROM OPERATING ACTIVITIES		
Net Increase in Net Assets	$	1,923,300
Adjustments to Reconcile Net Increase in Net Assets to Net Cash Provided by Operating Activities:		
Depreciation		8,164
Unrealized Gain on Investments		(1,067,287)
Realized Gain on Investments		(614,157)
Gain on Sale of Assets		-
(Increase) Decrease in:		
Unconditional Promises to Give		(5,222)
Student Loans Receivable		-
Interest Receivable		712
Prepaid Expenses		(9,594)
Increase (Decrease) in:		
Accounts Payable		5,894
Accrued Compensation		21,818
Accrued Expenses		178
Refundable Deposits		(46,904)
Net Cash Provided by Operating Activities		216,902
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from Sale of Land		-
Proceeds from Sale of Investments		1,225,741
Purchases of Investments		(2,379,137)
Net Gift Annuity (Payments)/Contributions		(15,912)
Payments Received on Notes Receivable		20,334
Net Cash Provided /(Used) by Investing Activities		(1,148,974)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Current Debt		-
Repayment of Long-term Debt		(26,953)
Net Cash Provided /(Used) by Financing Activities		(26,953)
NET INCREASE (DECREASE) IN CASH		(959,025)
CASH, BEGINNING OF YEAR		1,260,012
CASH, END OF YEAR	$	300,987
SUPPLEMENTAL DISCLOSURES		
Noncash Investing and Financing Activities:		
Interest Paid	$	9,848

The accompanying notes are an integral part of the financial statements.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

WAYNE STATE FOUNDATION
(A COMPONENT UNIT OF THE NEBRASKA STATE COLLEGE SYSTEM)
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2014

CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in Net Assets	$	4,303,168
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:		
Depreciation		9,728
Amortization of Annuity Obligations		83,275
Non Cash Contributions		(96,094)
Net Loss (Gain) on Investments & (Reinvested Income)		(2,846,296)
(Increase) Decrease in Operating Non-Cash Assets:		
Accrued Interest Receivable, Prepaids & Other Receivables		(6,623)
Unconditional Promises to Give		(1,098,844)
Inventory		2,549
Cash Value Life Insurance		(10,228)
Increase (Decrease) in Operating Non-Cash Liabilities:		
Accounts & Faculty Grants Payable		19,342
Net Cash Provided (Used) by Operating Activities		359,977
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of Property		-
Net Sales (Purchases) of Investments		(215,317)
Net Cash Provided (Used) by Investing Activities		(215,317)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from Annuity Contracts		-
Payments on Annuity Contracts		(119,829)
Net Cash Provided (Used) by Financing Activities		(119,829)
NET CHANGE IN CASH & CASH EQUIVALENTS		24,831
Cash and Cash Equivalents, Beginning of Year		555,332
CASH AND CASH EQUIVALENTS, END OF YEAR	$	580,163

The accompanying notes are an integral part of the financial statements.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2014

1. Summary of Significant Accounting Policies

Organization

The Nebraska State College System (NSCS) is a governmental institution established under and governed by the laws of the State of Nebraska. The NSCS operates under the jurisdiction of the Board of Trustees of the Nebraska State Colleges. The NSCS includes Chadron State College (CSC), Peru State College (PSC), Wayne State College (WSC), the NSCS Office, and the Nebraska State Colleges Facilities Corporation (a blended component unit). The NSCS is a component unit of the State of Nebraska (State) because it is financially accountable to the State. The financial statements include all funds of the NSCS. The major accounting principles and practices followed by the NSCS and its separately reported foundation component units are presented below to assist the reader in evaluating the financial statements and accompanying notes.

Reporting Entity

The NSCS has considered all potential component units for which it is financially accountable and other organizations that are fiscally dependent on the NSCS, or the significance of their relationship with the NSCS is such that exclusion would be misleading or incomplete. The Governmental Accounting Standards Board (GASB) has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the NSCS to impose its will on that organization or (2) the potential for the organization to provide specific financial benefits to, or impose specific financial burdens on, the NSCS.

As required by Generally Accepted Accounting Principles (GAAP), these financial statements present the NSCS and its component units. The component units are included in the NSCS reporting entity because of the significance of their operational or financial relationships with the NSCS.

Blended Component Unit

The Nebraska State Colleges Facilities Corporation (Corporation) is a nonprofit corporation incorporated in 1983 to finance the repair or construction of buildings or the acquisition of equipment for use by the NSCS. This component unit is included in the NSCS's reporting entity because of the significance of its operational or financial relationships with the NSCS. This component unit is an entity that is legally separate from the NSCS, but is so intertwined with the NSCS that it is, in substance, the same as the NSCS. Debt of the Corporation is expected to be repaid entirely with resources from either the NSCS or the State. Management of the NSCS also has operational responsibility for the activities of the Corporation. The Corporation's balances and transactions are blended into the accompanying financial statements and reported in a manner similar to the balances and transactions of the NSCS itself.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

1. **Summary of Significant Accounting Policies** (Continued)

Condensed Statement of Net Position

	NSCS	Corporation	Total
Current Assets	$ 45,431,417	$ 2,143,172	$ 47,574,589
Non-current Assets			
Capital Assets, Net	182,559,821	-	182,559,821
Other Non-current Assets	16,841,749	15,990,179	32,831,928
Total Assets	244,832,987	18,133,351	262,966,338
Deferred Outflow of Resources	51,070	-	51,070
Current Liabilities	12,867,068	4,055,674	16,922,742
Non-current Liabilities	31,715,362	25,840,102	57,555,464
Total Liabilities	44,582,430	29,895,776	74,478,206
Net Position			
Net Investment in Capital Assets	155,215,114	(15,509,591)	139,705,523
Restricted	22,873,277	3,747,166	26,620,443
Unrestricted	22,213,236	-	22,213,236
Total Net Position	$ 200,301,627	$ (11,762,425)	$ 188,539,202

[Continued on Next Page]

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

1. Summary of Significant Accounting Policies (Continued)

Condensed Statement of Revenue, Expenses, and Changes in Net Position

	NSCS	Corporation	Total
Operating Revenues			
Tuition and Fees, Net	$ 26,262,399	$ -	$ 26,262,399
Federal and State Grants and Contracts	14,468,359	-	14,468,359
Private Grants and Contracts	1,894,341	-	1,894,341
Auxiliary Enterprises, Net	17,709,618	-	17,709,618
Other Operating Revenues	1,211,641	-	1,211,641
Total Operating Revenues	61,546,358	-	61,546,358
Operating Expenses			
Depreciation	7,301,762	-	7,301,762
Other Operating Expenses	103,175,725	-	103,175,725
Total Operating Expenses	110,477,487	-	110,477,487
Operating Loss	(48,931,129)	-	(48,931,129)
Non-operating Revenues (Expenses)			
State Appropriations	49,756,052	-	49,756,052
Investment Income	983,741	145	983,886
Interest on Capital Asset-Related Debt	(715,314)	(458,234)	(1,173,548)
Loss on Disposal of Asset	(7,351,929)	-	(7,351,929)
Bond issuance costs	(61,930)	(172,121)	(234,051)
Other Non-operating Expenses	(20,136)	(24,792)	(44,928)
Net Non-operating Revenues (Expenses)	42,590,484	(655,002)	41,935,482
Loss before Other Revenues, Expenses, Or Gains (Losses)	(6,340,645)	(655,002)	(6,995,647)
Other Revenues, Expenses, or Gains (Losses)			
Capital Appropriations and Grants	12,444,770	1,125,000	13,569,770
Capital Contributions	1,436,633	-	1,436,633
Operating Transfers In (Out)	(1,547,618)	1,547,618	-
Capital Facilities Fee	2,086,875	-	2,086,875
Net Other Revenues, Expenses, Or Gains (Losses)	14,420,660	2,672,618	17,093,278
Increase in Net Position	8,080,015	2,017,616	10,097,631
Net Position, Beginning of Year	192,725,568	(13,592,376)	179,133,192
Prior Period Adjustment	(503,956)	(187,665)	(691,621)
Net Position, Beginning of Year as Restated	192,221,612	(13,780,041)	178,441,571
Net Position, End of Year	$ 200,301,627	$ (11,762,425)	$ 188,539,202

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

1. **Summary of Significant Accounting Policies** (Continued)

Condensed Statement of Cash Flows

	NSCS	Corporation	Total
Cash Flows from Operating Activities	$ (39,839,760)	$ -	$ (39,839,760)
Cash Flows from Non-capital Financing Activities	49,576,814	-	49,576,814
Cash Flows from Capital and Related Financing Activities	(17,004,225)	16,018,453	(985,772)
Cash Flows from Investing Activities	983,532	143	983,675
Increase (Decrease) in Cash and Cash Equivalents	(6,283,639)	16,018,596	9,734,957
Cash and Cash Equivalents, Beginning of Year	63,467,142	2,054,814	65,521,956
Cash and Cash Equivalents, End of Year	$ 57,183,503	$ 18,073,410	$ 75,256,913

Discretely Presented Component Units

In implementing GASB Statement No. 39, the State College Board of Trustees determined Chadron State, Peru State, and Wayne State Foundations (Foundations) are legally separate, tax-exempt nonprofit foundations incorporated in the State of Nebraska. The Foundations act primarily as fund-raising organizations to supplement the resources available to each Foundation's respective College in support of its programs. Although the Colleges do not control the timing or amount of receipts from the Foundations, the majority of resources or income the Foundations hold and invest is restricted to the activities of each Foundation's respective College by its donors. Because these restricted resources held by the Foundations can only be used by, or for the benefit of, their respective Colleges, the Foundations are considered component units of the NSCS and are discretely presented on separate pages in this report.

The Foundations report under Financial Accounting Standards Board (FASB) standards, including FASB Accounting Standards Codification (ASC) 958-205, *Presentation of Financial Statements of Not-for-Profit Entities.* As such, certain revenue recognition criteria and presentation features are different from GASB revenue recognition and presentation features. No modifications have been made to the Foundations' audited financial information as it is presented (see Note 11).

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

1. Summary of Significant Accounting Policies (Continued)

During the year ended June 30, 2014, Chadron State, Wayne State, and Peru State Foundations distributed $1,345,521, $2,836,763, and $348,888, respectively, to their Colleges for both restricted and unrestricted purposes. These distributions also included scholarships to students. Separate audit reports were issued by each foundation and can be obtained from their respective administrative offices or by contacting the Nebraska State College System at 1327 H Street, Suite 200, Lincoln, Nebraska 68508-3751.

Basis of Accounting and Presentation

The NSCS statements have been prepared in accordance with accounting principles generally accepted in the United States of America, as prescribed by GASB. GASB issued Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – For State and Local Governments,* as amended by GASB Statement No. 35, *Basic Financial Statements – and Management's Discussion and Analysis – for Public Colleges and Universities.* The NSCS follows the "business-type" activities reporting format of GASB Statement No. 34. This reporting format requires the following elements:

- Management's Discussion and Analysis
- Basic Financial Statements:
  - Statement of Net Position
  - Statement of Revenues, Expenses, and Changes in Net Position
  - Statement of Cash Flows
- Notes to Financial Statements

The financial statements of the NSCS have been prepared on the accrual basis of accounting. Revenues, expenses, gains, losses, assets, deferred outflows of resources, liabilities, and deferred inflows of resources resulting from exchange and exchange-like transactions are recognized when the exchange transaction takes place. Revenues, expense, gains, losses, assets, deferred outflows of resources, liabilities and deferred inflows of resources resulting from non-exchange activities are recognized when all applicable eligibility requirements are met. Internal activity and balances are eliminated in preparation of the financial statements unless they relate to services provided and used internally. Operating revenues and expenses include exchange transactions and program-specific, government-mandated non-exchange transactions. Government-mandated non-exchange transactions that are not program-specific (such as State appropriations), investment income, and interest on capital asset-related debt are included in non-operating revenues and expenses. The NSCS first applies restricted net position when an expense or outlay is incurred for purposes for which both restricted and unrestricted net position are available.

Unrestricted Net Position – Net position not subject to stipulation, including designated departmental balances, encumbrances, and working capital funds.

1. Summary of Significant Accounting Policies (Continued)

Restricted Net Position – Net position restricted by creditors, grantors, or contributors and includes grant and research funds, student loan programs, funds for plant construction, and debt service on bond obligations.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets, liabilities and deferred inflows and outflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues, expenses, and other changes in net position during the reporting period. Actual results could differ from those estimates.

Reclassifications

The non-current portion of restricted cash and cash equivalents, along with the net position of the NSCS, include reclassifications for the Corporation's current restricted cash and cash equivalents of $15,940,909 and unrestricted net position deficit of $15,509,591. Although the Corporation issues debt to finance construction and renovation projects, the assets that are constructed and/or renovated using Corporation debt are owned by the NSCS. In order to properly present the NSCS's non-current restricted cash and cash equivalents and net investment in capital assets, a portion of the current restricted cash and cash equivalents and the unrestricted net position of the Corporation is reclassified when blended with the NSCS. Additionally, when blended with the NSCS, $296,914 of interest expense related to Corporation debt is capitalized.

Cash and Cash Equivalents

The NSCS cash and cash equivalents are stated at fair value. Cash and cash equivalents held by the Nebraska State Treasurer are deposited on a pooled basis in a State fund. Income earned by the pool is allocated to the NSCS based upon average daily balances. From time to time, the Nebraska State Investment Officer, as allowed by statute, participates in securities lending transactions, which makes use of amounts on deposit from the NSCS. Securities lending transactions cannot be specifically identified to amounts on deposit from the NSCS and, as such, are not included in the financial statements for the year ended June 30, 2014.

The NSCS considers all liquid investments with original maturities of three months or less to be cash equivalents. At June 30, 2014, cash equivalents consisted primarily of money market accounts with brokers.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

1. **Summary of Significant Accounting Policies** (Continued)

Income Tax Status

As a State institution, the income of the NSCS is generally exempt from Federal and State income taxes under Section 115(a) of the Internal Revenue Code and provisions of State law. However, the NSCS is subject to Federal income tax on any unrelated business taxable income.

Investments and Investment Income

NSCS investments, including those held by a trustee, are carried at fair value. Fair value is determined using quoted market prices.

Investment income consists of interest income and the net change for the year in the fair value of investments carried at fair value.

Accounts Receivable

The NSCS's accounts receivable consist of tuition and fee charges to students and charges for auxiliary enterprise services provided to students, faculty, and staff. Accounts receivable are recorded net of estimated uncollectible amounts. The allowance for uncollectible amounts was $1,149,946 at June 30, 2014, and is identified by College as follows:

CSC	$	626,430
PSC	$	345,541
WSC	$	168,136
NSCS Office	$	9,839

Unamortized Bond Premiums and Discounts

The NSCS's bond premiums and discounts on the revenue bond and Corporation bond issues are being amortized over the life of the bonds using the straight-line method. Total amortization for the year ended June 30, 2014, was $144,089 for premiums and $8,754 for discounts, and it is identified by College as follows:

CSC	$	5,042
PSC	$	1,096
WSC	$	2,848
NSCS Office	$	143,857

Inventories

The NSCS's inventories, consisting mainly of expendable supplies, are stated at the lower of cost or market. Cost is determined using the first-in, first-out (FIFO) method.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

1. Summary of Significant Accounting Policies (Continued)

Loans to Students

The NSCS makes loans to students under the Federal Perkins Loan Program; also, small temporary loans are provided to students from the Foundations. Such loans receivable are recorded net of estimated uncollectible amounts. The allowance for uncollectible loans netted against loans to students was $135,456 at June 30, 2014, and is identified by College as follows:

CSC	$	2,700
WSC	$	132,756

Capital Assets

The NSCS's capital assets are recorded at cost as of the date of acquisition, or fair value at the date of donation if acquired by gift. The NSCS follows the capitalization policy set forth by the Board. Generally, equipment that has a cost in excess of $5,000 at the date of acquisition and has an expected useful life of two or more years is capitalized. Also, all land, buildings, infrastructure, and construction in progress are capitalized if they are expected to meet the NSCS's capitalization threshold as dictated by the capitalization policy. Art objects, specimens, artifacts and collections, including library materials, are expensed so long as the items meet three conditions in accordance with GASB 34. Depreciation/amortization is computed using the straight-line method over the estimated useful life of each asset beginning with the month of purchase. The following estimated useful lives are being used by the NSCS:

Buildings and improvements	25 – 50 years
Infrastructure	10 – 30 years
Furniture, fixtures, and equipment	3 – 10 years

During 2014, the NSCS changed the capitalization thresholds and the estimated useful lives assigned to certain capital assets included within the NSCS's capital asset categories. The NSCS believes that the new estimated useful lives and capitalization thresholds more accurately reflect its financial position and changes in financial position. The change in capitalization policy has been prospectively applied to the 2014 financial statements as of July 1, 2013. These changes resulted in $10,415,044 of previously capitalized assets, net of $3,063,782 in related accumulated depreciation, being removed from the NSCS's accounting records. The net amount of $7,351,262 was recorded as Loss on Disposal of Asset in the Statement of Revenues, Expenses, and Changes in Net Position.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

1. Summary of Significant Accounting Policies (Continued)

Deferred Outflows of Resources and Deferred Inflows of Resources

A deferred outflow of resources is a consumption of net position by the NSCS that is applicable to a future reporting period and a deferred inflow of resources is an acquisition of net position by the NSCS that is applicable to a future reporting period. Both deferred inflows and outflows are reported in the Statement of Net Position but are not recognized in the financial statements as revenues and expenses until the period(s) to which they relate. Deferred outflows of resources of the NSCS consist of unamoritized bond refunding amounts. The NSCS has no deferred inflows of resources as of June 30, 2014.

Compensated Absences

The NSCS's policies permit most employees to accumulate vacation benefits. Staff earn 12 to 25 days of vacation each year and may accrue vacation up to the maximums established in Board policy and/or in the respective bargaining agreements. An employee's accrued vacation is paid out to the employee upon termination. Expense and the related liability are recognized as vacation benefits when earned, whether the employee is expected to realize the benefit as time off or cash. In addition, professional and support staff receive a cash payment of one-fourth of accrued sick leave upon retirement from the NSCS. Expense and the related liability for sick leave benefits are recognized when earned to the extent the employee is expected to realize the benefit in cash determined using the termination payment method. Sick leave benefits expected to be realized as paid time off are recognized as an expense when the time off occurs.

Unearned Revenue

Unearned revenue represents unearned student tuition and fees, advances on grants and contract awards for which the NSCS has not met all of the applicable eligibility requirements, and longevity bonus revenues and investment (improvement) revenues from food service and/or vending contractors, which are being amortized over the life of the contracts.

Classification of Revenues

The NSCS has classified its revenues as either operating or non-operating revenues according to the following criteria.

Operating revenues – Operating revenues include activities that have the characteristics of exchange transactions, such as (1) student tuition and fees, net of scholarship allowances, (2) sales and services of auxiliary enterprises, and (3) interest on student loans.

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Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

1. Summary of Significant Accounting Policies (Continued)

Non-operating revenues – Non-operating revenues include activities that have the characteristics of non-exchange transactions, such as gifts and contributions, and other revenue sources that are defined as non-operating revenues by GASB Statement No. 9, *Reporting Cash Flows of Proprietary and Nonexpendable Trust Funds and Governmental Entities That Use Proprietary Fund Accounting,* and GASB Statement No. 34, such as State appropriations and investment income.

Scholarship Discounts and Allowances

Student tuition and fee revenues, and certain other revenues from students, are reported net of scholarship allowances and institutional waiver allowances in the Statement of Revenues, Expenses, and Changes in Net Position. Such allowances are the difference between the stated charge for goods and services provided by the NSCS and the amount that is paid by students and/or third parties making payments on the students' behalf.

Certain governmental grants, such as Pell grants, and other Federal, State, or non-governmental programs, are recorded as operating revenues in the NSCS's financial statements. To the extent revenues from such programs are used to satisfy tuition and fees and other student charges, the NSCS has recorded a scholarship allowance.

The NSCS has elected to adopt, for calculation of scholarship allowances, an allocation methodology provided in the National Association of College and University Business Officers (NACUBO) industry guidance (student institutional waivers, which are also netted similar to scholarship allowances continue to be based on actual contra-account financial activity). The scholarship allowances and institutional waivers on tuition and fees and auxiliary enterprises for the year ended June 30, 2014, as calculated under the NACUBO method, were $11,391,833 and $3,685,780, respectively, and are identified by College as follows:

	Tuition and Fees	Auxiliary Enterprises
CSC	$ 4,331,815	$ 880,641
PSC	$ 2,571,607	$ 869,454
WSC	$ 4,488,411	$ 1,935,685

Implementation of New Accounting Principle

In 2014, the NSCS implemented the provisions of GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities,* which established accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were

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1. Summary of Significant Accounting Policies (Concluded)

previously reported as assets and liabilities. In addition, the Statement changes the method of reporting debt issuance costs. Prior to implementation of GASB Statement No. 65, the NSCS reported debt issuance costs as deferred charges that were capitalized and amortized over the life of the debt. Deferred charges were reported as an asset on the Statement of Net Position. Under GASB Statement No. 65, debt issuance costs, exclusive of any prepaid insurance costs, are to be recognized in the period of the debt issue. Implementation of GASB Statement No. 65 resulted in a restatement of previously reported net position by a decrease of $480,795 for the retrospective removal of those debt issuance costs.

Restatement of Prior Year Net Position

The 2013 net position was restated as the result of errors being detected during the current fiscal year. In fiscal year 2013, some liabilities and assets were not accrued or were not properly accrued. These errors caused the ending net position to be overstated in fiscal year 2013 by $210,826. Asset and liability categories, as well as revenue and expenditure categories, were over and (understated) by College, as listed below:

	CSC	PSC	WSC	Total
Assets – Current	-	(6,460)	(70,847)	(77,307)
Assets – Non-current	(67,439)	-	(1,101,689)	(1,169,128)
Liabilities – Current	-	(523)	(250,905)	(251,428)
Liabilities – Non-current	(4,507)	(6,945)	(1,194,381)	(1,205,833)
Net Position	(62,932)	1,008	272,750	210,826
Operating Revenues	4,507	22,938	326,858	354,303
Operating Expenses	-	21,930	-	21,930
Non-operating Expenses	29,225	-	195	29,420
Other Revenues, Expenses, or Gains/Losses	38,214	-	53,913	92,127

2. Deposits, Investments, and Investment Return

Deposits

Per Board policy and State statute, all money received by the NSCS must be paid over to the State Treasurer, except that each College may retain in its possession a sum to make settlement and equitable adjustments with students so entitled, to make payments for day-to-day operations calling for immediate payment, and to provide for contingencies. All funds not paid over to the State Treasurer must be maintained in an interest-bearing account, such as a money market fund account. All deposits in local banks are to be secured by FDIC insurance or, if over the maximum of FDIC insurance, by bank-pledged securities.

2. Deposits, Investments, and Investment Return (Continued)

All of the NSCS's deposits are either insured or collateralized by using one of two methods. Under the Dedicated Method, all deposits exceeding the Federal depository insurance coverage level are collateralized with securities held by the NSCS's agents in the unit's name. Under the Pooling Method, which is a collateral pool, all uninsured deposits are collateralized with securities held by the State Treasurer's agent in the name of the State Treasurer. By State statute, the State Treasurer is required to ensure that all State funds are either insured by Federal Deposit Insurance Corporation (FDIC), collateralized by securities held by the cognizant Federal Reserve Bank, or invested in U.S. government obligations. The NSCS's deposits with the State Treasurer are pooled with the funds of other State agencies and then, in accordance with statutory limitations, deposited in banks or invested as the State Treasurer may determine. Interest on funds held by the State Treasurer is periodically disbursed to the participating agencies. These funds are considered to be cash and cash equivalents, which are available for expenditures as needed.

At June 30, 2014, cash and cash equivalents of $48,122,694 on the Statement of Net Position represents the NSCS's equity position in the State Treasurer's Short-Term Investment Pool (STIP). Additional information on the deposit and investment risk associated with the State Treasurer's Investment Pool is included in the State of Nebraska's Comprehensive Annual Financial Report (CAFR). An electronic version of this report is available by accessing the Nebraska Auditor of Public Accounts' website (www.auditors.nebraska.gov) and clicking "APA Reports Issued."

Cash on hand at June 30, 2014, was $5,350. The carrying amount of the NSCS's deposits not with the State Treasurer was $1,992,151, and the bank balance was $1,999,748. The bank balance at June 30, 2014, was entirely covered by FDIC and collateral held either in the NSCS's name or by the pledging institution's agent in other than the NSCS's name. State law requires collateralization of all deposits with Federal depository insurance; bonds and other obligations of the U.S. Treasury, U.S. agencies, and instrumentalities of the State of Nebraska; or a surety bond having an aggregate value at least equal to the amount of the deposits. No legal opinion has been obtained regarding the enforceability of any of the collateral arrangements. The NSCS has no policy regarding custodial credit risk for deposits.

Investments

Management of the assets of the Corporation and the revenue bond program are delegated to the bond trustees appointed by the Corporation Board of Directors or the NSCS Board of Trustees. All investments are held by the bond trustees and invested in accordance with the bond resolutions. The bond resolutions allow investment of bond proceeds in various securities and obligations, including: U.S. government and U.S. agency obligations; bonds, notes or other obligations of the State or any political subdivision thereof; bank repurchase agreements; certificates of deposit or other securities or investments within the State investing guidelines.

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NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

2. Deposits, Investments, and Investment Return (Concluded)

At June 30, 2014, the NSCS's investments consisted of money market mutual funds totaling $25,136,718 held by the bond trustees, which had weighted average maturities of 37-49 days and were reported as cash equivalents.

Interest Rate Risk. The NSCS does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk. The NSCS may legally invest in direct obligations of and other obligations guaranteed as to principal by the U.S. Treasury and U.S. agencies and instrumentalities and in bank repurchase agreements. One money market mutual fund is rated Aaa-mf by Moody's and AAAm by S&P, and the other is rated Aaa by Moody's and AAAm by S&P.

Concentration of Credit Risk. The NSCS places no limit on the amount that may be invested in any one issuer. Of the NSCS's investments, 92% are in U.S. Treasury Money Market Funds, and 8% are in Government Money Market Funds.

Custodial Risk. For an investment, custodial risk is the risk that, in the event of failure of the counterparty, the NSCS will be able to recover the value of its investments that are in the possession of an outside party. The NSCS does not have a formal policy for custodial credit risk. All securities are held by the investment's counterparty, not in the name of the NSCS.

Summary of Fair Values

The fair values of deposits and investments shown above are included in the statement of net position, as follows:

Fair Value		
Cash	$	5,350
Deposits:		
Bank Deposits		1,992,151
Short Term Investment Pool		48,122,694
Investments		25,136,718
Total as of June 30, 2014	$	75,256,913
Included in the Statement of Net Position		
Cash and Cash Equivalents	$	24,028,014
Restricted Cash and Cash Equivalents		51,228,899
Total	$	75,256,913

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NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

3. Capital Assets

The NSCS capital assets activity for the year ended June 30, 2014, was:

Assets

	Beginning Balance, As Restated	Additions	Disposals	Transfers	Ending Balance
Land	$ 1,095,433	$ -	$ -	$ -	$ 1,095,433
Building and Improvements	194,381,248	-	(9,573,990)	4,005,043	188,812,301
Infrastructure	26,666,696	-	-	1,477,739	28,144,435
Furniture, Fixtures, and Equipment	16,807,729	523,094	(149,438)	165,128	17,346,513
Construction in Progress	11,079,045	28,469,605	(857,753)	(5,647,910)	33,042,987
Total Assets	250,030,151	28,992,699	(10,581,181)	-	268,441,669

Accumulated Depreciation

	Beginning Balance, As Restated	Additions	Disposals	Transfers	Ending Balance
Building and Improvements	(62,918,390)	(4,588,483)	3,080,423	94,945	(64,331,505
Infrastructure	(11,031,221)	(1,088,042)	-	-	(12,119,263
Furniture, Fixtures, and Equipment	(7,852,068)	(1,625,237)	141,170	(94,945)	(9,431,080
Total Accumulated Depreciation	(81,801,679)	(7,301,762)	3,221,593	-	(85,881,848
Net Capital Assets	$ 168,228,472	$21,690,937	$ (7,359,588)	$ -	$ 182,559,821

Net Assets by College

	CSC	PSC	WSC	NSCS Office	Balance
Land	$ 49,395	$ 10,201	$ 1,035,837	$ -	$ 1,095,43
Building and Improvements	27,371,801	33,303,222	63,805,773	-	124,480,79
Infrastructure	4,413,368	3,155,159	8,456,645	-	16,025,17
Furniture, Fixtures, and Equipment	1,635,710	260,381	1,000,537	5,018,805	7,915,43
Construction in Progress	18,437,361	9,028,562	5,577,064	-	33,042,98
Net Capital Assets	$51,907,635	$ 45,757,525	$ 79,875,856	$ 5,018,805	$ 182,559,82

Interest expense capitalized, net of related interest income, was $353,210 for the fiscal year ended June 30, 2014. Total interest expense during the fiscal year was $1,739,138.

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NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

4. Long-Term Liabilities

The following is a summary of long-term obligation transactions for the NSCS for the year ended June 30, 2014:

	Beginning Balance, As Restated	Additions	Deductions	Ending Balance	Current Portion
Loan Obligations Payable	$ 137,855	$ -	$ (21,046)	$ 116,809	$ 21,783
Revenue and Refunding Bonds	30,080,000	4,270,000	(6,450,000)	27,900,000	885,000
Corporation Bonds	15,440,000	13,460,000	(1,635,000)	27,265,000	3,270,000
Total Long-Term Debt	45,657,855	17,730,000	(8,106,046)	55,281,809	4,176,783
Accrued Compensated Absences	3,812,871	359,150	(475,264)	3,696,757	359,150
Unamortized Bond Premium	149,441	1,878,768	(144,090)	1,884,119	-
Unamortized Bond Discount	(147,816)	-	11,190	(136,626)	-
Other Liabilities	1,445,286	366,000	(298,644)	1,512,642	314,557
Total Other Long-Term Liabilities	5,259,782	2,603,918	(906,808)	6,956,892	673,707
Total Long-Term Liabilities	$ 50,917,637	$20,333,918	$(9,012,854)	$ 62,238,701	$ 4,850,490

Termination Benefits

The NSCS has two programs for support staff in the Nebraska Association of Public Employees Local 61 of the American Federation of State, County, and Municipal Employees (NAPE/AFSCME) bargaining unit and support staff excluded from the NAPE/AFSCME bargaining unit, which must be accounted for under GASB Statement No. 47, *Accounting for Termination Benefits*, the Voluntary Retirement Settlement Program and the Early Retirement Incentive Program.

Under the voluntary retirement settlement program, an eligible employee who is 55 years of age or more on July 1 of the year in which he or she chooses to retire, and has 10 or more years of consecutive service within the NSCS, will be paid one-quarter of his or her final year base salary in 12 equal monthly installments following termination of employment. In addition, employees 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 NSCS will pay the employee's health/dental insurance (State and employee burden) costs for the 12-month period following termination of employment. If the retired employee reaches the age of 65 at any time during the 12 month period, at which time eligibility to participate in the Blue Cross/Blue Shield retiree plan ceases, the NSCS will pay an amount equivalent to the full cost of the 65 Gold Plus Medicare Supplemental Plan or the Retired BlueSenior Classic Plan offered by the

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4. Long-Term Liabilities (Continued)

Nebraska State Education Association (NSEA) for the payout period remaining. Under the current bargaining agreement and Board Policy, this plan was only available to those employees who retired on June 30, 2014. Similar voluntary retirement settlement programs were also offered to support staff in the NAPE/AFSCME bargaining unit who retired on July 1, 2009, June 30, 2010, or June 30, 2012.

Under the early retirement incentive program, eligible employees who have completed at least 10 years of continuous service within the NSCS and are 60 years of age or older will be paid premiums in the group medical and dental health insurance program offered retirees by Blue Cross/Blue Shield at the time of the eligible employees' retirement. The payment of premium will continue until the retired employees become eligible for coverage under the Federal Medicare program, at which time the paid premiums will cease.

At June 30, 2014, six employees at CSC, two employees at PSC, and five employees at WSC were participating in the NSCS's voluntary/early retirement programs. Liability amounts associated with these retirements are shown below. Liability amounts are reflected in the accrued compensated absences line item on the Statement of Net Position, the Combining Schedule of Net Position, and the footnote amount above. All termination benefits are shown at present cost.

	Ending Balance	Current Portion
CSC	86,533	32,332
PSC	16,114	7,656
WSC	$ 86,956	$ 72,793
Total	$ 189,603	$ 112,781

Student Fees and Facilities Revenue Bonds Series 2003

In June 2003, the NSCS Board of Trustees authorized the issuance of $6,910,000 of Student Fees and Facilities Revenue Bonds Series 2003. The purpose of the issuance was to finance improvements to the Colleges' facilities. Under the bond resolution for Student Fees and Facilities Revenue Bonds, revenues and earnings derived from operations of all revenue facilities and special student fees are pledged for payment of the principal and interest amount of the bonds. The bonds are not obligations of the State of Nebraska, and no tax funds may be appropriated for payment of principal and interest. The amounts for WSC and CSC's portion of the bond obligation were $1,825,000 and $5,085,000, respectively, and were to bear interest at rates from 1.6% to 5.25%, with payments due from 2005 to 2028. Bonds maturing on or after July 1, 2014, were able to be redeemed, in part or in whole, on or after July 1, 2013.

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4. Long-Term Liabilities (Continued)

On June 5, 2014, CSC's outstanding Revenue Bonds, Series 2003 principal was called using proceeds from the issuance of Revenue Bonds, Series 2014, and WCS's outstanding was extinguished using cash on hand.

Student Fees and Facilities Revenue Bonds Series 2010

In September 2010, the NSCS Board of Trustees authorized the issuance of $5,000,000 of Student Fees and Facilities Revenue Bonds Series 2010. The purpose of the issuance was to finance improvements to WSC's Pile Hall. Under the bond resolution for Student Fees and Facilities Bonds, revenues and earnings derived from operations of all revenue facilities and special student fees are pledged for payment of the principal and interest amounts of the bonds. The bonds are not obligations of the State of Nebraska, and no tax funds may be appropriated for payment of principal and interest. The $5,000,000 in bonds bear interest at rates from 0.6% to 4.0%, with payments due from 2011 to 2030. Bonds maturing on or after July 1, 2016, are able to be redeemed, in part or in whole, on or after January 1, 2016.

Student Fees and Facilities Revenue Bonds Series 2011

In November 2010, the NSCS Board of Trustees authorized the issuance of $3,600,000 of Student Fees and Facilities Revenue Bond Series 2011. The purpose of the issuance was to finance improvements to PSC's Morgan Hall. Under the bond resolution for Student Fees and Facilities Bonds, revenues and earnings derived from operations of all revenue facilities and special student fees are pledged for payment of the principal amount of the bonds. The bonds are not obligations of the State of Nebraska, and no tax funds may be appropriated for payment of principal and interest. The $3,600,000 in bonds bear interest at rates from 0.75% to 5.05%, with payments due from 2011 to 2031. Bonds maturing on or after July 1, 2017, are able to be redeemed, in part or in whole, on or after July 1, 2016.

Student Fees and Facilities Revenue Bonds Series 2012

In April 2012, the NSCS Board of Trustees authorized the issuance of $8,750,000 of Student Fees and Facilities Revenue Bonds Series 2012. The purpose of the issuance was to redeem in full the outstanding principal amount of the Student Fees and Facilities Revenue and Refunding Bonds Series 2002. On July 1, 2012, the net proceeds from Series 2012 bonds were used to redeem the Series 2002 bonds. This advanced refunding reduced total debt service payments over the remaining 15 years by $2,264,673. Bond refunding resulted in an estimated economic gain of $1,515,352. The difference between the reacquisition price and the net carrying amount of the old debt has been deferred and is amortized over the remaining life of the new debt, which is the same as the life of the

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4. Long-Term Liabilities (Continued)

refunded debt. Under the bond resolution for Student Fees and Facilities Bonds, revenues and earnings derived from operations of all revenue facilities and special student fees are pledged for payment of the principal and interest amounts of the bonds. The bonds are not obligations of the State of Nebraska, and no tax funds may be appropriated for payment of principal and interest. The amounts for WSC and PSC's portion of the bond obligations were $6,045,000 and $2,705,000, respectively, bearing interest at rates from 0.3% to 3.2%, with payments due from 2012 to 2027. Bonds maturing on or after July 1, 2018, can be redeemed, in part or in whole, on or after July 1, 2017.

Student Fees and Facilities Revenue Bonds Series 2013

In September 2012, the NSCS Board of Trustees authorized the issuance of $7,735,000 of Student Fees and Facilities Revenue Bonds Series 2013. The purpose of the issuance was to finance the construction of CSC's Eagle Ridge housing and maintenance to several revenue bond building roofs. Under the bond resolution for Student Fees and Facilities Bonds, revenues and earnings derived from operations of all revenue facilities and special student fees are pledged for payment of the principal and interest amounts of the bonds. The bonds are not obligations of the State of Nebraska, and no tax funds may be appropriated for payment of principal and interest. The $7,735,000 in bonds bear interest at rates from 0.6% to 3.0%, with payments due from 2014 to 2034. Bonds maturing on or after July 1, 2018, can be redeemed, in part or in whole, on or after January 3, 2018.

Student Fees and Facilities Revenue Bonds Series 2014

In April 2014, the NSCS Board of Trustees authorized the issuance of $4,270,000 of Student Fees and Facilities Revenue Bonds Series 2014. The purpose of the issuance was to redeem in full the outstanding principal amount of CSC's Student Fees and Facilities Revenue and Refunding Bonds Series 2003. On June 5, 2014, the net proceeds from Series 2014 bonds were used to redeem the Series 2003A bonds. This current refunding reduced total debt service payments over the remaining 14 years by $1,085,523. Bond refunding resulted in an estimated economic gain of $654,661. The difference between the reacquisition price and the net carrying amount of the old debt has been deferred and is being amortized over the remaining life of the new debt, which is the same as the life of the refunded debt. Under the bond resolution for Student Fees and Facilities Bonds, revenues and earnings derived from operations of all revenue facilities and special student fees are pledged for payment of the principal and interest amounts of the bonds. The bonds are not obligations of the State of Nebraska, and no tax funds may be appropriated for payment of principal and interest. The $4,270,000 in bonds bear interest at rates from 0.35% to 4.0%, with payments due from 2016 to 2029. Bonds maturing on or after July 1, 2020, can be redeemed, in part or in whole, on or after July 1, 2019.

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4. Long-Term Liabilities (Continued)

Corporation Bonds

In August 2006, the Corporation authorized the issuance of $21,915,000 of Deferred Maintenance Bonds, Series 2006. Proceeds were used to finance the construction of certain renewal and renovation projects at each of the three Colleges. This bond issue is a general obligation of the Corporation, which is a separate legal entity that is not subject to State constitutional restrictions on the incurrence of debt, which may apply to the State itself. The financial resources used to repay the bonds are appropriations and special student fees. Payments of bond principal are also secured by an insurance policy issued by a commercial insurer. The bonds bear interest payable semiannually, at rates of 3.55% to 5.00% and are due in semiannual installments, which began January 15, 2007. Principal maturities began July 15, 2007, and continue until July 15, 2020. Bonds maturing on or after July 15, 2017, are callable at the option of the Corporation beginning July 15, 2016.

In November 2013, the Corporation authorized the issuance of $13,460,000 of Building Bonds, Series 2014. Proceeds from the issuance of these bonds will be used to help build a portion of the CSC Rangeland Center and will be used to renovate WSC's U.S. Conn Library. This bond issue is a general obligation of the Corporation, which is a separate legal entity that is not subject to State constitutional restrictions on the incurrence of debt, which may apply to the State itself. The financial resources used to repay the bonds are appropriations. The bonds bear interest payable semiannually, at rates of 2.00% to 5.00%, and are due in semiannual installments, which began June 15, 2014. Principal maturities begin June 15, 2015, and continue until June 15, 2021. The bonds are not subject to redemption prior to maturity.

PSC Loan Obligation

In May 2007, PSC received a loan from the Peru State College Foundation to finance the renovation of the Al Wheeler Activity Center. The loan is a general obligation of PSC. The loan is not an obligation of the State of Nebraska, and no tax funds may be appropriated for payment of principal and interest. The loan bears interest payable annually at the rate of 3.50% and is due in annual installments, which began May 1, 2008. Principal maturities began May 1, 2008, and continue until 2019.

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NOTES TO FINANCIAL STATEMENTS
(Continued)

4. Long-Term Liabilities (Continued)

Debt service requirements to maturity for all long-term debt of the NSCS are as follows:

CSC Revenue Bonds

Year Ending June 30	Principal	Interest	Total
2015	$ -	$ 223,127	$ 223,127
2016	620,000	266,471	886,471
2017	630,000	262,786	892,786
2018	635,000	256,604	891,604
2019	640,000	247,888	887,888
2020-2024	3,375,000	1,054,061	4,429,061
2025-2029	3,745,000	618,518	4,363,518
2030-2034	2,360,000	181,050	2,541,050
Total	$ 12,005,000	$ 3,110,505	$ 15,115,505

PSC Loan Obligation Payable

Year Ending June 30	Principal	Interest	Total
2015	$ 21,783	$ 4,088	$ 25,871
2016	22,545	3,326	25,871
2017	23,334	2,537	25,871
2018	24,151	1,720	25,871
2019	24,996	875	25,871
Total	$ 116,809	$ 12,546	$ 129,355

PSC Revenue and Refunding Bonds

Year Ending June 30	Principal	Interest	Total
2015	$ 305,000	$ 182,305	$ 487,305
2016	305,000	178,960	483,960
2017	320,000	174,741	494,741
2018	315,000	169,646	484,646
2019	325,000	163,531	488,531
2020-2024	1,740,000	686,758	2,426,758
2025-2029	1,820,000	366,770	2,186,770
2030-2032	745,000	57,696	802,696
Total	$ 5,875,000	$ 1,980,407	$ 7,855,407

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NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

4. Long-Term Liabilities (Continued)

WSC Revenue and Refunding Bonds

Year Ending June 30	Principal	Interest	Total
2015	$ 580,000	$ 245,260	$ 825,260
2016	590,000	240,357	830,357
2017	595,000	234,070	829,070
2018	590,000	226,362	816,362
2019	605,000	217,021	822,021
2020-2024	3,220,000	881,548	4,101,548
2025-2029	3,190,000	383,998	3,573,998
2030-2031	650,000	26,200	676,200
Total	$ 10,020,000	$ 2,454,816	$ 12,474,816

Corporation Bonds

Year Ending June 30	Principal	Interest	Total
2015	$ 3,270,000	$ 1,155,432	$ 4,425,432
2016	3,385,000	1,043,075	4,428,075
2017	3,505,000	910,318	4,415,318
2018	3,680,000	742,568	4,422,568
2019	3,850,000	575,434	4,425,434
2020-2021	9,575,000	612,800	10,187,800
Total	$ 27,265,000	$ 5,039,627	$ 32,304,627

NSCS Loan Obligation and Bond Summary

Year Ending June 30	Principal	Interest	Total
2015	$ 4,176,783	$ 1,810,212	$ 5,986,995
2016	4,922,545	1,732,189	6,654,734
2017	5,073,334	1,584,452	6,657,786
2018	5,244,151	1,396,900	6,641,051
2019	5,444,996	1,204,749	6,649,745
2020-2024	17,910,000	3,235,167	21,145,167
2025-2029	8,755,000	1,369,286	10,124,286
2030-2034	3,755,000	264,946	4,019,946
Total	$ 55,281,809	$ 12,597,901	$ 67,879,710

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4. Long-Term Liabilities (Concluded)

The bond resolutions of the Corporation Bonds, the Refunding Bonds, and the Revenue Bonds specify the funds that need to be established, the required transfers between funds, and the maximum maturity limits for the funds' investments. The bond resolutions also contain certain covenants, including compliance with a ratio of net revenues to debt service. At June 30, 2014, the NSCS was in compliance with these requirements.

5. Capital and Operating Leases

The State of Nebraska, through the Department of Administrative Services (DAS) – Accounting Division, has a Master Lease Agreement to be used by various agencies to purchase equipment. CSC used this financing arrangement to finance the acquisition of non-capitalized equipment. CSC's Master Lease expires in fiscal year 2019.

Future minimum Master Lease payments as of June 30, 2014, were:

CSC Master Lease Obligation Summary

Year Ending June 30	Principal	Interest	Total
2015	$ 43,480	$ 2,005	$ 45,485
2016	43,939	1,546	45,485
2017	44,403	1,082	45,485
2018	44,872	613	45,485
2019	33,965	149	34,114
Total	$ 210,659	$ 5,395	$ 216,054

Noncancellable operating leases related primarily to land, office space, and equipment expire in various fiscal years through 2019. Renewal options for leases containing such provision ranged from one to five years. These operating leases generally require the NSCS to pay all executory costs (property taxes, maintenance, operating, and insurance).

Future noncancellable operating lease payments as of June 30, 2014, were:

2015	$ 192,726
2016	129,357
2017	122,033
2018	89,037
2019	26,700
Total	$ 559,853

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

6. Pension Plan

The NSCS has a defined contribution retirement plan currently in effect, which was established by the Board of Trustees and may be amended by the Board in accordance with Neb. Rev. Stat. § 85-320 (Reissue 2014). The plan covers all faculty, professional staff, and support staff, and provides investment options and annuity contracts administered by the Teachers Insurance and Annuity Association – College Retirement Equities Fund (TIAA-CREF). The plan provides retirement and death benefits to plan members and their beneficiaries. Benefit provisions are contained in the plan document and may be amended by action of the Board of Trustees. Contribution rates for plan members and the NSCS for 2014, expressed as a percentage of covered payroll, were 4.5% to 6.0% and 8%, respectively. Contributions actually made for the fiscal year ended June 30, 2014, by plan members and the NSCS aggregated were $2,523,676 and $3,364,522, respectively. At June 30, 2014, the plan had 779 contributing members.

Membership in the plan was mandatory for all full-time faculty and staff who attained the age of thirty. Voluntary membership is permitted for all full-time faculty and staff upon reaching the second anniversary of their employment and the attainment of age twenty-five. The plan benefits are fully vested at the date of contribution.

The NSCS also sponsors a supplemental retirement annuity (SRA) plan, Roth individual retirement account (IRA), and 457 deferred compensation supplemental plan. Plan members contributed $934,644 to the SRA, $44,433 to the Roth IRA, and $49,796 to the 457 plan in 2014. The NSCS does not contribute to these supplemental plans.

7. Risk Management

The NSCS is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; business interruption; errors and omissions; employee injuries and illnesses; and natural disasters. Responsibility for the coordination of a risk and insurance management program for the NSCS is assigned to the Chancellor. The responsibility for the development and implementation of the risk and insurance management program is assigned to each of the Colleges' Presidents. Mechanisms for identifying risks and for taking appropriate action to eliminate, abate, transfer, or retain these risks is also the responsibility of each College. DAS – Risk Management Division is responsible for maintaining the self-insurance program for workers' compensation along with the motor vehicle liability insurance.

The NSCS has chosen to purchase insurance for:

A. Health care and life insurance for eligible employees.
B. General liability coverage, with limits ranging from $1,000,000 per occurrence to $5,000,000 in aggregate.
C. Employee benefits liability, with a limit of $1,000,000 per each employee and $1,000,000 annual aggregate.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

7. Risk Management (Concluded)

D. Director and officer liability, with a limit of $4,000,000 and a self-insured retention of $150,000.
E. Real and personal property through the Midwest Higher Education Compact's (MHEC) property program on a blanket basis for losses up to $500,000,000, with the program funding a self-insurance pool of $1,000,000 per loss occurrence and a deductible of $25,000 for the NSCS. Newly acquired properties are covered up to $100,000,000 for 90 days from the date the insured takes ownership of the property. The perils of flood, earthquake, and acts of terrorism have various coverages and sublimits. Details of these coverages are available from the NSCS.

No settlements exceeded commercial insurance coverage in any of the past three fiscal years. Health care insurance is funded through a combination of employee and State contributions. Workers' compensation is funded in the Workers' Compensation Internal Service Fund through assessments on each State agency based on total agency payroll and past experience. Tort claims; theft of, damage to, or destruction of assets; errors or omissions; and natural disasters would be funded through the State General Fund or by NSCS assessments, as directed by the Legislature, unless covered by purchased insurance. No amounts for estimated claims have been reported in the NSCS's financial statements.

8. Commitments and Contingencies

Construction Contracts

The Board of Trustees has authorized and approved construction commitments of $37,211,441, as of June 30, 2014. These projects will be funded through State monies, Foundation gifts, and capital improvement fees. Construction commitments are identified by College, as follows:

CSC	$	20,389,326
PSC	$	275,593
WSC	$	16,546,522

Government Grants

The NSCS is currently participating in numerous grants from various departments and agencies of the Federal and State governments. The expenditures of grant proceeds must be for allowable and eligible purposes. Single audits and audits by the granting department or agency may result in requests for reimbursement of unused grant proceeds or disallowed expenditures. Upon notification of final approval by the grant department or agency, the grants are considered closed.

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9. Restricted Net Position

Restricted net position reports resources that are owned by the NSCS, but their use or purpose is restricted. Restricted net position reported on the statement of net position is further classified into the following:

Loans represent institutional loans and Federal program loan funds set aside to serve as revolving loan funds for students.

Debt Service represents Corporation and revenue bond balances reserved for debt service payments.

Plant represents funds reserved for capital improvements net of any related debt.

Other represents funds restricted through external constraints imposed by creditors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

10. Joint Venture

On September 14, 2006, WSC entered into an interlocal agreement with Northeast Community College (NECC) to build and operate College Center in South Sioux City (CCSSC), Nebraska, which offers classes from both NECC and WSC. CCSSC began offering classes during the fiscal year ended June 30, 2011.

NECC administers the accounts payable related to joint operation and maintenance costs. During the first four years, WSC is to reimburse NECC for 50% of these joint costs. In the fifth year, joint costs will be prorated based on each college's percentage of total annual student semester credit hours at CCSSC. CCSSC is governed by CCSSC's Administrative Council, which is a four-member board composed of two appointees from NECC and two appointees from WSC. Operating costs and ownership of land and facilities are shared 50%-50% by NECC and WSC. Either party can terminate the agreement with a one-year notice, giving the other party right of first refusal on purchase of the exiting party's interest in the building, contents, and land.

11. Component Unit Disclosures – Foundations

On the following pages are the notes taken from the audited financial statements, for the years ended as indicated below, of the Foundations:

Foundation	Year Ended	Pages
Chadron State	June 30, 2014	52 - 66
Peru State	December 31, 2013	67 - 77
Wayne State	June 30, 2014	78 - 91

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CHADRON STATE FOUNDATION

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities - Chadron State Foundation (the Foundation) is a nonprofit organization incorporated in the State of Nebraska in 1963 to promote the education, scientific, and benevolent purposes of Chadron State College (the College). The Foundation acts largely as a fund-raising organization, soliciting and receiving contributions and pledges on behalf of the College. Assets received by the Foundation are used to acquire equipment to be used by the College, to provide financial aid for college students, or to be otherwise expended for the betterment of the College.

Basis of Accounting - The financial statements of the Foundation have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Foundation and changes therein are classified and reported as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met either by actions of the Foundation and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Foundation. Generally, the donors of these assets permit the Foundation to use all or part of the income earned on any related investments for general or specific purposes.

Designation of Unrestricted Net Assets - It is the policy of the Board of Directors of the Foundation to designate appropriate sums of unrestricted net assets to assure adequate reserves are accumulated to help fund specific future events and the general operations of the Foundation. Accordingly, unrestricted net assets of the Foundation are classified and reported as follows:

Operating - The portion of unrestricted net assets that is undesignated and available for the day-to-day operations, support, and management of the Foundation.

CSC General Fund - Represents the annual accumulation of unrestricted gifts of $4,999 or less received by the Foundation. These funds must first be used to address any operating deficits for the current fiscal year. The remaining balance will be transferred to the initial fund balance of the CSC Quasi Endowment.

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CHADRON STATE FOUNDATION (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Designation of Unrestricted Net Assets (Continued)

CSC Quasi Endowment - Represents unrestricted gifts designated by the Board of Directors that must adhere to the policies and procedures of Section IV of the Chadron State Foundation Endowment Policy & Guidelines.

Greatest Need - Represents unrestricted gifts and pledges of $5,000 or more that will be allocated per recommendation of the Development Committee and approved by the Board of Directors. Such recommendations will be based on the initiatives and priorities of the Foundation and, when appropriate, campaign leadership committee. Such recommendations must be approved by the Board of Directors each quarter or per special meetings. Upon approval by the Board of Directors, these gifts and pledges will be accounted for in the appropriate board designated fund. The Board of Directors has allocated the entire fund balance to Capital Campaign Initiatives to be used as needed or necessary to complete the current capital projects.

Cash and Cash Equivalents - For the purpose of the Statements of Financial Position and the Statements of Cash Flows, cash and cash equivalents consist of cash and other highly liquid resources, such as investments in certificates of deposit and money market funds, with an original maturity of three months or less when purchased. Restricted cash and cash equivalents are limited to use as the Foundation acts as a custodian for clubs and organizations of Chadron State College as further discussed in Note 7.

Investments - Investments are reported at fair value. Fair value is the price that would be received if the Foundation was to sell an asset in an orderly transaction between market participants at the measurement date. Investments are comprised of limited liability investment groups, which invest in debt and equity securities and are carried at fair value determined using the following valuation methods:

- Securities traded on a national or regional securities exchange are valued at the last sales price if the security is traded on the valuation date.
- Securities not listed on an exchange or securities in which there were no reported transactions are valued at the mean between the last current closing bid and asking prices.
- Fixed-income securities are valued at prices obtained from pricing services when such prices are available, subject to review by the respective fund's investment advisor.
- Securities or other assets for which reliable recent market quotations are not readily available are valued at fair value as determined in good faith by the managing member of the investment advisors.

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NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

CHADRON STATE FOUNDATION (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Investments (Continued)

Security transactions are accounted for on the date the securities are purchased or sold. Realized gains and losses are calculated using the specific identification method. Dividend income is recognized on the ex-dividend date and interest income is recognized on an accrual basis.

Contributions - Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. However, if a restriction is fulfilled in the same time period the contribution is received, the Foundation reports the support as unrestricted. Gifts and contributions are recorded at fair value at the time of donation. Unconditional promises to give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which promises are to be received.

Contributed Materials and Services - The Foundation records various types of in-kind contributions. Contributed services are recognized at fair value if the services received (a) create or enhance long-lived assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received. The amounts reflected in the accompanying financial statements as in-kind contributions are offset by like amounts included in expenses. Total contributed materials and services recognized for the year ending June 30, 2014, was $73,545.

Property and Equipment - The purchases of property and equipment are recorded at cost. Donations of property and equipment are recorded at their estimated fair value at the date of donation. Such donations are reported as increases in unrestricted net assets unless the donor has restricted the donated assets to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. The Foundation reclassifies temporarily restricted net assets to unrestricted net assets each year for the amount of depreciation expense relating to the donated property and equipment.

Property and equipment are depreciated on a straight-line basis over the estimated useful lives of the assets. When items are disposed of, the cost and accumulated depreciation are eliminated from the records of account, and a gain or loss is reported in the Statement of Activities. Repairs and maintenance charges that do not increase the useful lives of the assets are charged to expense as incurred.

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NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

CHADRON STATE FOUNDATION (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment (Continued)

Capitalization thresholds (the dollar value above which individual asset acquisitions are added to the capital asset accounts) and estimated useful lives of capital assets reported in the financial statements are as follows:

	Capitalization Policy	Estimated Useful Life
Land	N/A	N/A
Office Equipment	$ 1,000	3 – 15 yrs
Building and Improvements	$ 1,000	39.5 – 50 yrs

Collections - Collection items acquired either through purchase or donation are not capitalized. Purchases of collection items are recorded as decreases in unrestricted net assets if purchased with unrestricted assets and as decreases in temporarily restricted net assets if purchased with donor restricted assets. Contributions of collection items are not recognized in the Statement of Activities. Proceeds from disposal are reflected on the Statement of Activities based on the absence or existence and nature of donor imposed restrictions.

The Foundation has a collection of artwork and other memorabilia that was donated by several supporters of Chadron State College. The collection is on display and is available to those who are interested in studying Nebraska state history. The Foundation has taken steps to ensure that the collection is protected and preserved. It is the policy of the Foundation that proceeds from the sale of any collection items are to be used to purchase additional collection items. Contributions to the collection are not reflected in the accompanying financial statements since the Foundation does not capitalize collections.

Income Tax Status - The Foundation is exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Foundation has also been classified as an entity that is not a private foundation within the meaning of Section 509(a)(1) and qualifies for deductible contributions under Section 170(b)(1)(A)(vi).

Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

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NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

CHADRON STATE FOUNDATION (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition - The Foundation reports contributions as support when assets are received or when an unconditional promise to give has been made. Allowances are provided for amounts estimated to be uncollectible, based on a history of past write-offs and collections. Accounts are written off as uncollectible at the time management determines that collection is unlikely. Revenue from other sources is recorded as earned.

Functional Allocation of Expenses - The cost of providing the various programs and other activities has been summarized on a functional basis in the Statement of Activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

NOTE 2 - CASH DEPOSITS

The Foundation maintains several bank accounts. The following table is designed to disclose the level of custody credit risk assumed by the Foundation based upon how its deposits were insured. FDIC regulations state time and savings accounts are insured up to $250,000 at June 30, 2014. The total bank balance represents the amount held by the bank. The carrying balance represents the reconciled general ledger balance at June 30, 2014.

Category 1 - Insured by FDIC

Category 2 - Uninsured by FDIC, uncollateralized

Category 3 - Collateralized by United States Government Securities

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NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

CHADRON STATE FOUNDATION (Continued)

NOTE 2 - CASH DEPOSITS (CONTINUED)

June 30, 2014

Type of Deposits	Total Bank Balance	Total Carrying Balance	Custody Credit Risk Category 1	Custody Credit Risk Category 2	Custody Credit Risk Category 3
Demand Deposits:					
Bank of the West					
Operating Account	$2,761,972	$2,761,972	$ 250,000	$ -	$ 2,511,972
North Platte Bank					
Operating Account	444,319	412,025	250,000	-	194,319
Credit Card Account	152,563	152,562	152,563	-	-
First National Bank – Chadron					
Custodial Account	15,018	14,514	15,018	-	-
Edward Jones					
Money Market	23,118	23,118	-	23,118	-
Certificates of Deposit					
Security First Bank	250,000	250,718	250,000	-	-
	$3,646,990	$3,614,909	$ 917,581	$ 23,118	$ 2,706,291

NOTE 3 - CONTRIBUTIONS

Contributions receivable at June 30, 2014, were as follows:

	2014
Receivable in Less Than One Year	$ 404,954
Receivable in One to Five Years	310,617
Receivable in Six to Ten Years	7,500
Total Contributions Receivable	$ 723,071
Less Unamortized Discounts to Net Present Value	(17,702)
Less Allowance for Uncollectable Accounts	(88,090)
Net Contributions Receivable	$ 617,279

The discount rates used on long-term promises to give was 2.63% for the year ended June 30, 2014.

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NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

CHADRON STATE FOUNDATION (Continued)

NOTE 4 - INVESTMENTS

Investments are stated at fair value and are shown below as of June 30, 2014:

	Cost 06/30/2014	Market Value 06/30/2014	Unrealized Appreciation
Mutual Funds:			
Large Cap	$ 6,227,900	$ 6,660,410	$ 432,510
Mid Cap	947,000	931,464	(15,536)
Small Cap	1,064,000	997,084	(66,916)
Index	1,309,000	1,458,737	149,737
International	4,805,957	1,175,854	(3,630,103)
Fixed Income	1,125,800	4,821,158	3,695,358
Hedge Funds	2,110,000	2,140,216	30,216
Total Investments	$ 17,589,657	$ 18,184,923	$ 595,266

FASB ASC 820-10, *Fair Value Measurements,* establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820-10 are described as follows:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the plan has the ability to access.

Level 2 - Inputs to the valuation methodology include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in inactive markets, inputs other than quoted prices that are observable for the asset or liability, and inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

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NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

CHADRON STATE FOUNDATION (Continued)

NOTE 4 - INVESTMENTS (CONTINUED)

Following is a description of the valuation methodologies used for assets measured at fair value.

For the year ended June 30, 2014, the majority of the Foundation's investments are managed in one portfolio fund consisting of bond and equity funds. These funds are priced in an active market (Level 1). The Foundation does hold a portion of the investment pool in hedge funds. These funds are not priced or quoted in the active market, but the assets can be priced in an active market under the valuation methods described in (Level 2).

The following table sets forth carrying amounts and estimated fair values for financial instruments as of June 30, 2014:

		Fair Value Measurements Using		
June 30, 2014	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Mutual Funds:				
Large Cap	$ 6,660,410	$ 6,660,410	$ -	$ -
Mid Cap	931,464	931,464	-	-
Small Cap	997,084	997,084	-	-
Index	1,458,737	1,458,737	-	-
International	1,175,854	1,175,854	-	-
Fixed Income	4,821,158	4,821,158	-	-
Hedge Funds	2,140,216	-	2,140,216	-
Total Investments	$ 18,184,923	$ 16,044,707	$ 2,140,216	$ -

The following schedule summarizes the investment return in the Statement of Activities for the year ended June 30, 2014:

	2014
Interest and dividend income	$ 326,332
Net realized gains	880,850
Net unrealized gains (losses)	835,552
Management fees	(104,619)
Total	$ 1,938,115

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NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

CHADRON STATE FOUNDATION (Continued)

NOTE 5 - OTHER ASSETS

The Foundation is the beneficiary of various trusts and estates created by donors, the assets of which are not in the possession of the Foundation. The carrying amounts (which are at fair value) of beneficial interests in trusts and estates are based on values provided by an external investment manager, quoted market values, or actuarial valuations. Net realized and unrealized gains and losses related to beneficial interests are reported as changes in net assets based on donor stipulations. The Hale, Weedon, Funkhouser and Gates Estate Bequests were finalized in the current fiscal year. The Foundation was notified of one additional estate bequest (Gochnauer) in 2013, and one in 2014 (Wilkenson), both are expected to make the final distribution in the next fiscal year. These bequests were recorded at their estimated fair value as of June 30, 2014. The fair value of the beneficial interests at June 30, 2014, was as follows:

2014	Fair Value	Level 1	Level 2	Level 3
Beneficial Interest in Wilkenson Estate	$ 54,516	$ -	$ -	$ 54,516
Cash Surrender Value of Life Insurance	25,641	-	-	25,641
Beneficial Interest in Annuity	23,606	-	-	23,606
Total Other Assets	$ 103,763	$ -	$ -	$ 103,763

Assets measured at fair market value using significant unobservable inputs (Level 3) in an inactive market changed as follows:

2014	Beneficial Interest in Gochnauer Estate	Beneficial Interest in Wilkenson Estate Bequest	Cash Surrender Value of Life Insurance	Beneficial Interest in Annuity
Beginning balance, July 1, 2013	$ 432,961	$ -	$ 35,148	$ 61,633
Purchases, issuance, settlements	(443,976)	54,516	(10,397)	(41,910)
Total gains (realized, unrealized)	11,015	-	890	3,883
Ending balance, June 30, 2014	$ -	$ 54,516	$ 25,641	$ 23,606

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NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

CHADRON STATE FOUNDATION (Continued)

NOTE 6 - PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2014, consisted of the following:

	2014
Land	$ 38,500
Office Equipment	95,098
	$ 133,598
Less Accumulated Depreciation	(95,098)
Property and Equipment, Net of Accumulated Depreciation	$ 38,500

NOTE 7 - RELATED PARTIES

The Foundation, in the normal course of business, engages in transactions with Chadron State College. The College has been designated as the beneficiary of the Foundation. The Foundation pays all scholarships and contributions to the College's students and departments.

The Foundation acts as an agent to the clubs and organizations of Chadron State College. It maintains the cash accounts and provides bookkeeping services for these clubs and organizations. At June 30, 2014, the restricted cash balance was $14,514. The amount held in endowed investments as of June 30, 2014, was $744,191 and the total due to other agencies balance was $48,680.

NOTE 8 - ACCOUNTING FOR INVESTMENTS AND ENDOWMENTS

The Foundation follows FASB ASC 958-205-50-1B, which provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act of 2006 (UPMIFA). It also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

Investments - Board-designated Endowment - As of June 30, 2014, the Board of Directors had designated $170,522, of unrestricted net assets as a general quasi endowment fund to support the mission of the Foundation. Since that amount resulted from an internal designation and is not donor-restricted, it is classified and reported as unrestricted net assets.

Gifts assigned to a quasi endowment shall be divided into two separate fund balances. One shall be called the "Initial Fund Balance" and one shall be called the "Quasi Endowment Fund Balance." The balance for either the Initial Fund Balance or Quasi Endowment Fund Balance

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CHADRON STATE FOUNDATION (Continued)

NOTE 8 - ACCOUNTING FOR INVESTMENTS AND ENDOWMENTS (CONTINUED)

Investments - Board-designated Endowment (Continued)

shall be determined as of June 30th of each fiscal year. The annual payout from each of these fund balances shall be calculated individually as hereinafter stated:

Initial Fund Balance - The Initial Fund Balance for each fiscal year shall consist of the value of all contributions to a quasi endowment. The annual payout from this segment of the quasi endowment shall be set by action of the Finance Committee and ratified by the Foundation Board and shall be consistent with the long term goal of portfolio growth and perpetual support to Chadron State College (CSC). The annual payout from this portion can be up to but not exceed 50% of the fund balance. Any remaining balance after deducting the annual payout shall be transferred by the Foundation to the Quasi Endowment Fund Balance.

Quasi Endowment Fund Balance - The annual payout from this segment of the endowment shall be set by action of the Finance Committee and ratified or approved by the Foundation Board consistent with the investment policy and long term goal of portfolio growth and perpetual support of CSC. In accordance with accounting principles generally accepted in the United States of America, the Foundation Board has the discretion to allow payouts from the corpus and principal of a Quasi Endowment Fund Balance. However, the Board has chosen by policy to treat a Quasi Endowment Fund Balance as a Named Endowment and pay out accordingly. See Donor Designated Endowments - *Spending Policy*.

Investments - Donor Designated Endowments - The Foundation's endowment consisted of approximately 328 individual funds established for a variety of purposes. Its endowment includes both donor-restricted and funds designated by the Board of Directors to function as endowments. As required by accounting principles generally accepted in the United States of America, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the Foundation has interpreted the Nebraska Uniform Prudent Management of Institutional Funds Act (NUPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of the interpretation, the Foundation classifies as permanently restricted net assets (a) the original value of the gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified as permanently restricted net assets is classified as temporarily restricted net assets until those amounts are

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

CHADRON STATE FOUNDATION (Continued)

NOTE 8 - ACCOUNTING FOR INVESTMENTS AND ENDOWMENTS (CONTINUED)

Investments - Donor Designated Endowments (Continued)

appropriated from the expenditure by the Foundation in a manner consistent with the standard of prudence prescribed by NUPMIFA. In accordance with NUPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effects of inflation and deflation, (5) the expected total return from the income and the appreciation of investments, (6) other resources of the Foundation, and (7) the Foundation's investment policies.

Investment Return Objectives, Risk Parameters and Strategies - The Foundation has adopted investment and spending policies, approved by the Board of Directors, for the endowment assets that attempt to provide long-term support to CSC. Accordingly, the investment philosophy of the Foundation is based on a disciplined, consistent, and diversified approach utilizing multiple asset classes and allows for multiple managers. Their intent is to accommodate styles and strategies considered reasonable and prudent. Given the characteristics of the Foundation, the long-term investment objective for the portfolio is to earn an average total return of at least 8.8% per year. Since 1925, the average annualized return for intermediate government bonds has been 5.3% while large-cap stocks have returned 10.4% per year, gross of fees. A mix of 60% stocks and 40% bonds has averaged 8.8% gross of fees while inflation has averaged 3.0%. If the total return objective is not achieved over a particular measurement period, the shortfall should be explainable in terms of general economic and capital market conditions. A temporary shortfall will not necessarily indicate failure to achieve the long-term objective. However, periods in which the total return is less than 8.8% must be offset by periods in which it is greater than 8.8%. An important objective of the Foundation Board of Directors is to create an investment and spending program that allows for growth of the portfolio balance.

Spending Policy - Distributions from Named Endowment are to be according to the Foundation's Endowment policies. Grant levels are based on the weighted average fund balance, using the adjusted pool of awarding endowments during the past three (3) fiscal years. The distribution approved by the Foundation Board shall not exceed five percent (5.0%) of the weighted average fund balance. Distribution from any individual endowment shall be according to restrictions within that controlling endowment. Distributions from the Quasi Endowment shall be according to its controlling restrictions. In establishing this policy, the Foundation considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor-restrictions, and the possible effects of inflation.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

CHADRON STATE FOUNDATION (Continued)

NOTE 8 - ACCOUNTING FOR INVESTMENTS AND ENDOWMENTS (CONTINUED)

Endowment net asset composition by type of fund as of June 30, 2014, is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total Net Endowment Assets
Donor-restricted endowment fund	$ -	$ 2,969,114	$14,828,571	$ 17,797,685
Board-designated endowment fund	170,522	-	-	170,522
Total funds	$ 170,522	$ 2,969,114	$14,828,571	$ 17,968,207

Changes in endowment net assets as of June 30, 2014, are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total Net Endowment Assets
Endowment net assets, beginning of year	$ 529,200	$ 2,036,930	$14,322,344	$ 16,888,474
Contributions	-	-	455,942	455,942
Investment Income, net of fees	25,315	958,700	-	984,015
Net appreciation	(9,646)	672,042	-	662,396
Transfers	(369,080)	(223)	50,285	(319,018)
Amounts appropriated for expenditures	(5,267)	(698,335)	-	(703,602)
Endowment net assets, end of year	$ 170,522	$ 2,969,114	$14,828,571	$ 17,968,207

NOTE 9 - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes or periods:

	2014
Scholarships and College Use	$ 4,004,905
Total Temporarily Restricted Net Assets	$ 4,004,905

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

CHADRON STATE FOUNDATION (Continued)

NOTE 9 - TEMPORARILY RESTRICTED NET ASSETS (CONTINUED)

Net assets were released from donor restrictions by incurring expenses satisfying the purpose or time restrictions specified by donors as follows:

	2014
Purpose Restriction Accomplished:	
Scholarships	$ 509,897
College Use	869,907
Management Fees	433,352
Investment Fees	79,466
Total Restrictions Released	$ 1,892,622

NOTE 10 - PERMANENTLY RESTRICTED NET ASSETS

As of June 30, 2014, net assets were permanently restricted for the endowment in the amount of $14,828,571. The income from the endowment can be used to support Chadron State College. At June 30, 2014, the fair value of investments related to the restricted endowment was $17,266,191, leaving the amount assigned to individual donor-restricted endowments required to be maintained in perpetuity with an excess balance of $2,437,620 for 2014.

NOTE 11 - DEFINED CONTRIBUTION PLAN

The Organization participates in the College's defined contribution plan (the Plan) covering all employees with at least three years of service who agree to make contributions to the Plan. Employees may enroll in the Plan if they are employed full time for 9 out of 12 months of the year. Participation in the Plan is voluntary for employees who are 25 years of age and have been employed at least two years by the Foundation. Participation in the Plan is mandatory for employees over the age of 30. Employees contribute 6% of their salary and the College contributes 8%. Total expenses for the year ended June 30, 2014, were $19,673.

NOTE 12 - COMMITMENTS

The Foundation agreed to provide the College with $2 million for the Rangeland Center Project. As of June 30, 2014, $1,419,907 has been provided to the College.

The Foundation has started transferring dollars to the Chadron State College for the Athletic Complex renovation and expansion. The Nebraska Legislature approved $6.7 million dollars towards the project with the condition of a $2 million dollar match from the College. The Foundation will provide the College with the $2 million match, plus an additional $1 million from the Chicoine Fund that will name the facility for a total commitment of $3 million.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

CHADRON STATE FOUNDATION (Concluded)

NOTE 12 – COMMITMENTS (CONTINUED)

In August 2013, the board of directors designated $529,000 from the CSC Quasi endowment plus $361,000 of earnings from the Chicoine fund to provide the additional $1 million for the naming. As the Chicoine fund generates earnings the CSC Quasi endowment will be replenished. The CSC Quasi endowment will only be used in the event that the full $1 million is not secured by earnings from the Chicoine fund by the expected date, December 2014.

NOTE 13 - SUBSEQUENT EVENTS

On August 15, 2014, the Chadron State Foundation Board approved the named endowment and grant to campus payouts for the 2015-16 academic year. This will result in a liability at December 31, 2014, of $523,334 for the named endowments and $136,894 for the grant to campus.

The Foundation has evaluated subsequent events through October 3, 2014, the date which the financial statements were available to be issued.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

PERU STATE FOUNDATION

NOTE A- ACCOUNTING POLICIES

The following summary of certain significant accounting policies of Peru State College Foundation (the Foundation) is presented to assist in understanding the Foundation's financial statements. The financial statements and notes are representations of the Foundation's management who is responsible for their integrity and objectively. These accounting policies have been consistently applied in the preparation of the financial statements.

Reporting Entity

The Foundation is a nonprofit foundation incorporated in the State of Nebraska. The purpose of the Foundation is to operate as a charitable and educational foundation for the promotion and support of Peru State College (the College) and its students. The Foundation is governed by a self-perpetuating Board of Directors consisting of volunteer board appointed members, some of whom are significant donors to the Foundation. The Foundation is considered a component unit of Peru State College; therefore, the Foundation's net assets and results of operations are included as a component unit in the Peru State College financial statements.

Basis of Presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958-205 *Presentation of Financial Statements of Not-for-Profit Entities.* Under Codification 958-205, the Foundation is required to report information regarding its financial position and activities according to three classes of net assets - unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets represent resources over which the Board of Directors has discretionary control and are used to carry out the operations of the Foundation in accordance with its bylaws.

Temporarily restricted net assets represent resources subject to donor-imposed restrictions until such time as the restriction is met, whether it is the expiration of a time period or the occurrence of an event. Temporarily restricted net assets are available for various scholarship and departmental expenses for the College.

Permanently restricted net assets represent resources subject to donor-imposed restrictions that do not expire. Earnings from permanently restricted net assets are available for scholarships for qualifying students attending the College.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

PERU STATE FOUNDATION (Continued)

NOTE A– ACCOUNTING POLICIES (CONTINUED)

Basis of Accounting

The financial statements of the Foundation have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables, and other liabilities.

Use of estimates

These financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which require management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities. Actual results could differ from these estimates.

Public Support and Revenues

Annual campaign contributions are generally available for unrestricted use in the related campaign year unless specifically restricted by the donor.

Grants and other contributions of cash and other assets are recorded as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When donor restrictions expire, that is, when a stipulated time restriction ends or the purpose of the restriction is accomplished, temporarily restricted assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Contributions received with temporary restrictions that are met in the same reporting period are reported as unrestricted support and increase unrestricted net assets.

Endowment contributions and investments are permanently restricted by the donor. Investment earnings available for distribution are recorded as unrestricted net assets. Investment earnings with donor restrictions are recorded as temporarily or permanently restricted net assets based on the nature of the restrictions.

Contributions of donated noncash assets are recorded at their estimated fair values in the period received.

Functional Allocation of Expenses

Directly identifiable expenses are charged to program and supporting services; management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Foundation.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

PERU STATE FOUNDATION (Continued)

NOTE A– ACCOUNTING POLICIES (CONTINUED)

Fair Value of Financial Instruments

The carrying amounts of cash and cash equivalents, investments, unconditional promises to give, student loans, notes receivable, accounts payable, accrued expenses, and the long-term liabilities approximate fair value.

Cash and Cash Equivalents

The Foundation considers all investments with a maturity of three months or less to be cash equivalents. The Foundation maintains several bank accounts at financial institutions that are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 at December 31, 2013.

Unconditional Promises to Give

Unconditional promises to give are recorded as receivables and revenues when received. The receivables that are due in the next year are reflected as current promises to give and are recorded at their estimated net realized value. The Foundation regularly reviews the listing of unconditional promises to give to determine collectability.

Student Loans Receivable

Student loans receivable are carried at the original loan amount, less any allowance for doubtful accounts. The Foundation determines the allowance for doubtful accounts by regularly evaluating individual student loan receivables and considering the student's financial condition, credit history, and current economic conditions. All student loans receivable were written off as of December 31, 2012.

Property, equipment and depreciation

The Foundation capitalizes all additions, renewals, and betterments at cost whereas expenditures for maintenance and repairs are expensed as incurred.

Depreciation and amortization is computed over the estimated useful lives of the assets using the straight-line method. Estimated useful lives of the assets are:

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

PERU STATE FOUNDATION (Continued)

NOTE A– ACCOUNTING POLICIES (CONTINUED)

Property, equipment and depreciation (Continued)

Office Furniture and Fixtures	3 - 7 years
Vehicles	5 years
Rental Property	27.5 years

Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has restricted the asset to a specific purpose.

Endowments and Investments

The Foundation's investments in Westwood Management Corp. LLC's are valued at Level 2 of the hierarchy of investment valuation, see Note D. Unrealized gains and losses are included in the statement of activities as a change in unrestricted net assets.

The Foundation pools its investments for greater flexibility in managing those investments. When investments are pooled, they lose their specific identification with specific contributions. Thus, the income and unrealized and realized gains and losses are allocated to the pool participants using the market value method. The market value method assigns a number of units to each pool participant based on the relationship of the individual investment to the total investments at the time the investments are pooled.

The Foundation follows the guidance of the Uniform Prudent Management of Institutional Funds Act (UPMIFA) in accounting for endowed assets. UPMIFA permits, subject to donor intent, appropriation for prudent expenditures as determined by the Foundation for the uses, benefits, purposes, and duration of the established endowment fund. The Foundation has determined that maintaining the historical endowed value is prudent for the use of the funds and any appreciation of the endowment is available for use. The amount of the net appreciation is reported as increases in unrestricted net assets in the statement of activities. Net depreciation in donor-restricted endowments is reimbursed from unrestricted net assets as necessary to replenish the endowment fund to its historic dollar value as established by the Foundation.

The Foundation has adopted investment and spending policies, approved by the Board of Directors, for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while maintaining the purchasing power of these endowment assets over the long-term. The Foundation's spending and investment policies work together to achieve this objective. The investment policy establishes an achievable return objective through diversification of asset classes. The current long-term return

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

PERU STATE FOUNDATION (Continued)

NOTE A– ACCOUNTING POLICIES (CONTINUED)

Endowments and Investments – Continued

objective is to return 6.5%, net of management fees. Actual returns in any given year may vary from this amount. To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Foundation targets a diversified asset allocation that places an emphasis on equity-based investments and fixed income investments to achieve its long-term return objectives within prudent risk parameters.

The spending policy calculates the amount of money annually distributed from the Foundation's various endowed funds, for scholarships and administration. The current spending policy is to distribute an amount at least equal to 4% of a moving four-year average of the fair value of the endowment funds. Accordingly, over the long-term, the Foundation expects its current spending policy to allow its endowment assets to grow at an average rate of 2.5% annually. This is consistent with the Foundation's objective to maintain the purchasing power of endowment assets as well as to provide additional real growth through investment return.

Compensated Absences

Employees of the Foundation are entitled to paid vacation, paid sick, and paid personal time off. Foundation personnel accrue 10 hours of vacation and 8 hours of sick pay per month with a maximum accrual of 35 days vacation and 180 days sick time. The Foundation estimates the amount of compensation for future compensated absences and, accordingly, recognizes the liability as part of accrued compensation in the accompanying financial statements.

Income Taxes

The Foundation is a nonprofit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Foundation has also been classified as an entity that is not a private foundation within the meaning of Section 170(b)(1)(A)(vi). There was no unrelated business income for 2013.

The Foundation's federal Exempt Organization Tax Returns (Form 990) for 2010, 2011 and 2012 are subject to examination by the IRS, generally for three years after they were filed.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

PERU STATE FOUNDATION (Continued)

NOTE B - CONCENTRATION OF CREDIT RISK

Financial instruments that are exposed to concentrations of credit risk consist of cash, unconditional promises to give, student loans receivable, and investments. The Foundation's cash and investments are in high quality institutions and companies with high credit ratings. The Foundation performs ongoing evaluations of outstanding credit balances and collectability. Cash and investments are based on quoted market prices. Unconditional promises to give and student loans are carried at estimated net realizable values.

NOTE C - INVESTMENTS

The Foundation's investments at December 31, 2013 consist of the following:

	Cost	Gross Unrealized Gain/(Loss)	Fair Market Value
Fixed Income Funds:			
Westwood Cash Reserves, LLC	$ 249,407	$ -	$ 249,407
Westwood Core Income, LLC	1,488,053	241,703	1,729,756
Westwood Total Return, LLC	1,323,341	1,749,563	3,072,904
Equity Funds:			
Westwood Tactical Opportunity, LLC	423,500	198,198	621,698
Westwood Diversified Core Equity, LLC	993,023	1,832,368	2,825,391
Westwood Focused Core Equity, LLC	867,574	633,809	1,501,383
Westwood Diversified Small/Mid Cap Equity, LLC	183,014	502,016	685,030
Westwood Focused Small Cap Equity, LLC	242,122	144,917	387,039
Westwood International Equity, LLC	1,123,999	806,778	1,930,777
	$ 6,894,033	$ 6,109,352	$ 13,003,385

Investment expense which consists of management fees totaled $78,245 for the year ending December 31, 2013.

The fair value, historical dollar value, and net appreciation of endowed assets included in investments at December 31, are as follows:

	2013
Fair Value of Endowed Assets	$ 8,577,371
Historical Dollar Value of Endowed Assets	(6,113,587)
Net Appreciation - Endowed Assets	$ 2,463,784

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NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

PERU STATE FOUNDATION (Continued)

NOTE D - FAIR VALUE MEASUREMENTS

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurements and Disclosures, provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1- Inputs are quoted prices (unadjusted) in active markets for identical assets and liabilities that the Foundation has the ability to access at the measurement date.

Level 2- Inputs are other than quoted prices included within Level l that are observable for the asset or liability, either directly or indirectly. These inputs include quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; inputs other than quoted prices that are observable; and inputs that are derived principally from or corroborated by observable market data.

All the Foundation's investments, see Note C, are considered to be Level 2 investments. The fair value of the Foundation's investments in the Westwood LLC's is determined by each LLC based on the fair value of the underlying securities held by the LLC. The fair value of the LLC's is determined based on the closing prices of the underlying securities on various actively traded markets. Unit values are determined by dividing the fund's net assets at fair value by the number of units outstanding at the valuation date.

Level 3- Inputs are unobservable inputs for the asset or liability.

NOTE E - NOTES RECEIVABLE

Notes receivable consists of the following at December 31:

	2013
The Foundation entered into a purchase lease with the College, whereby the College leased the Al Wheeler Activity Center Renovation for 12 years, payable at $25,871 per year including interest at 3.5%. The College has the option to purchase the Remodel at the end of the lease term for $10.	137,855
Less Current Portion of Notes Receivable	21,046
	$ 116,809

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NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

PERU STATE FOUNDATION (Continued)

NOTE E - NOTES RECEIVABLE (CONTINUED)

The aggregate maturities of notes receivable are as follows:

2014	$	21,046
2015		21,783
2016		22,545
2017		23,334
2018		24,151
Thereafter		24,996
	$	137,855

NOTE F - REFUNDABLE DEPOSITS

Beginning in 2003, the Bobcat Athletic Association, Peru Booster Club, Peru Student Organization, and Farmer to Farmer Fund had entered into intermediary agreements with the Foundation. Funds are being held in cash accounts by the Foundation as an agent of these organizations to be disbursed at their request. The funds are not owned by the Foundation and are not pooled with the Foundation's investments. The liability included in the accompanying statements of financial position represents the amount due to these entities totaling $17,472 as of December 31, 2013. The Farmer to Farmer Fund was closed during 2012.

NOTE G - GIFT ANNUITIES

The Foundation has entered into agreements with donors in which the donor contributes cash to the Foundation in exchange for the distribution of fixed monthly or quarterly amounts to the donor until the death of the donor. The gift annuity liability of $1,168 as of December 31, 2013, represents the present value of the future cash flows expected to be paid to the donors. The annuities payable are discounted at 2.45% (7-year Treasury Bill rate at December 31, 2013) and are due in quarterly installments. In April 2013, an annuity recipient passed away. The outstanding balance was recorded as current year contributions in 2013.

The aggregate maturities of gift annuities for the years ending after December 31, 2013, are as follows:

Year		
2014	$	380
2015		389
2016		399
	$	1,168

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NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

PERU STATE FOUNDATION (Continued)

NOTE H - NOTES PAYABLE

At December 31, 2013, the Foundation has a $189,739 short-term bank loan that bears interest at 3.50%.

In addition, the Foundation has a non-interest bearing loan of $2,500 with a company requiring annual installments of $833 through 2016.

Maturities on these notes are as follows:

Years Ending December 31,	
2014	$ 190,572
2015	834
2016	833
	$ 192,239

NOTE I - NET ASSETS

Unrestricted board-designated net assets at December 31, are available for the following uses:

	2013
Designated for scholarship	$ 600,620
Designated for work stipends	558,081
Designated for campus improvements	5,500
	$ 1,164,201

Temporarily restricted net assets at December 31, are available for the following uses:

	2013
Restricted for scholarships	$ 434,634
Restricted for education and athletic departments	707,145
Restricted for Oak Bowl Renovation	-
	$ 1,141,779

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

PERU STATE FOUNDATION (Continued)

NOTE I - NET ASSETS (CONTINUED)

Permanently restricted net assets consist of endowment fund assets held indefinitely. The income from the assets is used for scholarships and to support the Foundation. Amounts appropriated for scholarships in 2013 amounted to $155,116.

Net assets were released from donor restrictions by incurring expenses satisfying the purpose of the restrictions specified by donors as follows:

	2013
Purpose restriction accomplished:	
Scholarships	$ 118,061
Departmental and athletic gifts to College	54,173
Oakbowl Renovations	819,741
Management fees	15,805
	$ 1,007,780

NOTE J - RELATED PARTY TRANSACTIONS

The Foundation incurs various expenses with the College throughout the year such as payroll reimbursements, gifts, and other departmental expenses. The following is a summary of transactions with the College for the years ended December 31:

	2013
Salary and Wage Reimbursement	$ 319,239
Gifts	47,144
Departmental Expenses	832,919
	$ 1,199,302

The Foundation owed the College for salary and wage expenses paid to its employees by the College in the amount of $31,575 at December 31, 2013.

NOTE K - PENSION PLAN

The College sponsors a defined contribution retirement pension plan, Teachers Insurance and Annuity Association/College Retirement Equities Fund (TIAA/CREF), in which the Foundation's employees are allowed to participate. The plan covers all employees upon attaining 30 years of age and having two years of college service. Employee contributions are limited to 6% of gross salary. The Foundation reimburses the College for the retirement fund contributions along with the salary reimbursements. The Foundation's contributions to the plan totaled $17,276 for the year ended December 31, 2013, and is included in salaries and wages on the statement of functional expenses.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

PERU STATE FOUNDATION (Concluded)

NOTE L - CONCENTRATIONS

During 2013, the Foundation received approximately 71% of its contributions from three individuals.

NOTE M - SUBSEQUENT EVENTS

Management has evaluated subsequent events through July 14, 2014, the date which the financial statements were available to be issued, and has concluded there were no events or transactions occurring between year end and this date that would require recognition or disclosure in the financial statements.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

WAYNE STATE FOUNDATION

NOTE A - FOUNDATION

The Wayne State Foundation (Foundation) is an independent, non-profit corporation established for the sole purpose of securing private gifts for the benefit and promotion of Wayne State College (College). The Foundation receives contributions from various contributors and provides funding to the College to assist it in fulfilling its mission of educating students. Examples of initiatives funded by the Foundation include scholarships, capital improvements, faculty grants, equipment, and athletic programs. The Foundation funds and publishes, in cooperation with the College, the *Wayne State Magazine* and other communications sent to alumni and friends.

See Note S regarding joint venture with Northeast Community College.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with U.S. generally accepted accounting principles. Assets and liabilities are presented in the order of liquidity on the statement of financial position. Net assets, support and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Foundation and changes therein are classified and reported as follows:

Unrestricted Net Assets - Net assets that are not subject to donor imposed stipulations.

Temporarily Restricted Net Assets - Net assets subject to donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently Restricted Net Assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Foundation. Generally, earnings from endowed contributions and investments are restricted for specific purposes.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

WAYNE STATE FOUNDATION (Continued)

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

Donations of property are recorded as support and carried at their estimated fair value at the date of the gift. Such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose.

Pervasiveness of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and cash Equivalents

The Foundation considers checking accounts to be cash equivalents.

Property

Property is recorded at cost or estimated value at the date of purchase or contribution. Additions in excess of $2,500 are capitalized. Expenditures for repairs and maintenance are expensed as incurred. Assets are being depreciated using the straight-line method with estimated useful lives of 25-40 years for real property and 5 years for vehicles. Depreciation expense was $9,728 for the year ended June 30, 2014.

Investments

The Foundation's investments are composed of money market accounts, certificates of deposits, and mutual funds including common trust funds, either at area financial institutions or investment firms. Investments are stated at fair market value. Fluctuations in fair values are reflected in the period they occur. Certain funds have been pooled for ease of management and to achieve greater diversification in investments.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

WAYNE STATE FOUNDATION (Continued)

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

Income Taxes

The Foundation qualifies as a tax-exempt Foundation, other than a private foundation, under Section 501(c)(3) of the Internal Revenue Code and, therefore, has no provision for federal income taxes.

The Foundation files required income tax returns in the U.S. federal jurisdiction and various states. With few exceptions, the Foundation is no longer subject to U.S. federal, state and local income tax examinations by tax authorities for years before 2010. The Foundation has concluded no material uncertain tax positions have been taken on any open tax returns. For the current year the Foundation believes all tax positions are fully supportable by existing Federal law and related interpretations and there are no uncertain tax positions to consider.

Collections

Collections, acquired through purchases and contributions since the Foundation's inception, are not recognized as assets on the statement of financial position. Purchases of collection items are recorded as decreases in unrestricted net assets in the year in which the items are acquired or as temporarily or permanently restricted net assets if the assets used to purchase the items are restricted by donors. Contributed collection items are not reflected on the financial statements. Proceeds from deaccessions or insurance recoveries are reflected as increases in the appropriate net asset classes.

Advertising

The Foundation expenses advertising costs as they are incurred. Advertising expenses for the year ended June 30, 2014, was $13,490.

Subsequent Events

In the normal course of preparing the Foundation's financial statements, management reviews events that occur after the statement of financial position date (June 30, 2014) for potential recognition or disclosure in the financial statements. Management has evaluated subsequent events through September 10, 2014, which is the date the financial statements were available to be issued.

NOTE C - CREDIT RISK ARISING FROM CASH DEPOSITS

At times the Foundation may have uninsured bank deposits. At June 30, 2014, the Foundation had bank deposits of $1,387,282, none of which was uninsured.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

WAYNE STATE FOUNDATION (Continued)

NOTE D - PROMISES TO GIVE

Unconditional Promises

Unconditional promises are recorded at their net realizable value.

Unconditional promises to give at June 30, 2014, are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Unconditional promises to give	$ -	$ 1,589,740	$ 9,450	$ 1,599,190
Less discount to present value	-	(163,907)	(133)	(164,040)
Less allowance for uncollectible prom.	-	(12,852)	-	(12,852)
Net unconditional promises to give	$ -	$ 1,412,981	$ 9,317	$ 1,422,298

Estimated future cash flows of unconditional promises are as follows:

	Estimated cash flows	Discount	Discounted value
Due 6/30/2014	$ 25,550	$ -	$ 25,550
6/30/2015	363,940	(13,999)	349,941
6/30/2016	364,348	(27,488)	336,860
6/30/2017	343,500	(38,130)	305,370
6/30/2018	331,500	(48,132)	283,368
6/30/2019	57,500	(10,239)	47,261
More than 5 years 6/30/2020-2028	100,000	(26,052)	73,948
	$ 1,586,338	$ (164,040)	$ 1,422,298

The allowance for uncollectible promises represents the unpaid portion of the Phonathon pledges. All other pledges are considered collectible. At June 30, 2014 $25,550 of other pledges were past due including $19,550 that were over 90 days past due. Other pledges written off for the fiscal year ended June 30, 2014, was $7,656.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

WAYNE STATE FOUNDATION (Continued)

NOTE E - INVESTMENTS

Investments as of June 30, 2014 are summarized as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	6/30/14 Total
Money markets	$ 56,118	$ 1,087,236	$ 4,625	$ 1,147,979
Certificates of Deposits	46,391	485,000	257,477	788,868
Commonfund- Equity Fund	1,380,222	3,004,315	8,209,327	12,593,864
Commonfund- Bond Fund	677,786	318,037	3,566,398	4,562,221
Subtotal Commonfund	2,058,008	3,322,352	11,775,725	17,156,085
Other Securities	31,371	111,057	28,169	170,597
Totals	2,191,888	5,005,645	12,065,996	19,263,529
Investments restricted for annuity contracts:				
Commonfund- Equity Fund	323,496	-	482,089	805,585
Commonfund- Bond Fund	125,901	-	187,668	313,569
Totals	449,397	-	669,757	1,119,154
Investments held in perpetual trust:				
Money Markets	-	-	1,377	1,377
Bonds and notes	-	-	289,489	289,489
Equities	-	-	634,851	634,851
Totals	-	-	925,717	925,717
Total all investments	$ 2,641,285	$ 5,005,645	$ 13,661,470	$ 21,308,400

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

WAYNE STATE FOUNDATION (Continued)

NOTE E - INVESTMENTS (cont'd)

Market Risk from Concentration of Investments with Advisor

At June 30, 2014 the Foundation had investments (including reserved for annuities) with Commonfund of $18,275,239, which represents approximately 87% of investments.

Fair Value Measurement

The Foundation adopted Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) 820-10-35, "Fair Value Measurement," effective July 1, 2008. FASB ASC 820-10-35 established a three-tier hierarchy to prioritize the assumptions, referred to as inputs, used in valuation techniques to measure fair value. The three-tier hierarchy of inputs is summarized in the three broad levels listed below.

- Level 1: quoted prices in active markets for identical investments.
- Level 2: other significant observable inputs (including quoted prices for similar investments in active markets, interest rates and yield curves, prepayment speeds, credit risks, etc.)
- Level 3: significant unobservable inputs (including the Foundation's own assumptions in determining the fair value of investments)

The following is a summary of the inputs used as of June 30, 2014 in valuing the Foundation's investments:

June 30, 2014	Level 1	Level 2	Level 3	Total
Short Term Cash Investments and Certificates of Deposit	$ 9,000	$ 1,936,847	$ -	$ 1,945,847
U.S. Equity	641,719	11,389,531	-	12,031,250
International Equity	141,647	1,607,934	-	1,749,581
Emerging Markets Equity	13,218	401,983	-	415,201
Fixed Income	290,729	4,875,792	-	5,166,521
Total	$ 1,096,313	$ 20,212,087	$ -	$ 21,308,400

The Foundation did not hold other financial instruments as of June 30, 2014.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

WAYNE STATE FOUNDATION (Continued)

NOTE E - INVESTMENTS (cont'd)

Investments Held in Perpetual Trust

The Foundation is the beneficiary of a perpetual trust. First National Bank - Omaha is the trustee. The trustee may be changed only due to investment performance.

Investment Management Fees

Investment management fees have been deducted from investment income.

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Investment Management Fees	$ 7,201	$ 44,479	$ 10,922	$ 62,602

NOTE F - PROPERTY

During the year ended June 30, 2012, the Foundation received contributed property which had a life estate attached to it. As of June 30, 2014, the beneficiary was still living in the house; therefore, it is not being depreciated.

	Bressler Alumni House	1308 Main	Cunningham Condo	Vehicle	Total
Land	$ 20,000	$ 39,500	$ -	$ -	$ 59,500
Building	134,417	81,000	80,000	-	295,417
Vehicle	-	-	-	17,371	17,371
Subtotal	154,417	120,500	80,000	17,371	372,288
Accumulated Depreciation	(54,663)	(18,300)	-	(6,080)	(79,043)
Net 6/30/14	$ 99,754	$ 102,200	$ 80,000	$ 11,291	$ 293,245
Depreciation Exp. FYE 6/30/14	$ 3,554	$ 2,700	$ -	$ 3,474	$ 9,728

NOTE G - LIFE INSURANCE - CASH VALUE

The Foundation is the owner of numerous whole life insurance policies with various insurance companies. The policies contain cash values, which are summarized as follows:

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

WAYNE STATE FOUNDATION (Continued)

NOTE G - LIFE INSURANCE - CASH VALUE (cont'd)

	Policy Amount	6/30/14 Cash Value
Unrestricted	$ 376,801	$ 67,580
Temporarily Restricted	37,500	3,631
Permanently Restricted	126,331	21,558
Totals	$ 540,632	$ 92,769

NOTE H - ANNUITY CONTRACTS

The Foundation has entered into several annuity agreements whereby the donor transfers either cash, property, or both and, in consideration, the Foundation agrees to pay the donor a stated dollar amount annually for the remainder of his/her life, at which time the remaining assets are available for their unrestricted (or restricted if so designated by the donor) use by the Foundation. The Foundation records the assets at fair value when received. The liability is recorded at the present value of expected future cash flows to be paid to the annuitant with the difference recorded as an unrestricted or restricted contribution. The liabilities are computed using discount rates varying from 1.2% to 9.6% and life expectancies of annuity beneficiaries based on IRS tables.

Annuity assets and liabilities as of June 30, 2014, are summarized as follows:

	Unrestricted	Permanently Restricted	Total
Investments restricted for annuity contracts	$ 449,397	$ 669,757	$ 1,119,154
Annuities Payable	$ 116,622	$ 326,428	$ 443,050

NOTE I - UNRESTRICTED NET ASSETS

The Board has designated a portion of unrestricted net assets as follows:

Board Designated:	
Quasi-Endowment	$ 313,565
Total board designated	$ 313,565

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

NOTES TO FINANCIAL STATEMENTS
(Continued)

WAYNE STATE FOUNDATION (Continued)

NOTE J - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes at June 30, 2014:

Program Activities:	
Scholarships and Grants	$ 4,290,537
Improvements	1,421,348
College Departments	700,662
SSC College Center (see Note S)	29,482
Time Only Restriction (Unrestricted receivables)	415,805
Other Designated Programs	4,736
Total Temporarily Restricted Net Assets	$ 6,862,570

NOTE K - PERMANENTLY RESTRICTED NET ASSETS

Permanently restricted net assets are endowment funds restricted in perpetuity to provide funding for various scholarships and programs annually. In addition permanently restricted net assets include assets being held to fund future endowments.

NOTE L - ENDOWMENT FUNDS

The Foundation's endowment consists of approximately 319 individual funds established for a variety of purposes. Its endowment includes both donor restricted funds and funds designated by the Executive Committee to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds including funds designated by the Executive Committee to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Executive Committee of the Foundation has interpreted the Nebraska Uniform Prudent Management of Institutional Funds Act (NUPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Foundation in a manner consistent with the standard of prudence

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

WAYNE STATE FOUNDATION (Continued)

NOTE L - ENDOWMENT FUNDS (cont'd)

described by NUPMIFA. In accordance with NUPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Foundation, and (7) the Foundation's investment policies.

Endowment Net Asset Composition by Type of Fund as June 30, 2014

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ -	$ 3,902,747	$ 12,149,513	$ 16,052,260
Board-designated endowment funds	313,565	-	-	313,565
Total Funds	$ 313,565	$ 3,902,747	$ 12,149,513	$ 16,365,825

Changes in Endowment Net Assets for the Fiscal Year Ended June 30, 2014

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, beg. of year	$ 250,145	$ 1,966,512	$ 11,792,532	$ 14,009,189
Contributions	-	-	317,226	317,226
Transfers	-	(23,643)	32,643	9,000
Net investment income	4,501	217,886	-	222,387
Net appreciation	58,919	2,267,228	-	2,326,147
Non gift income (sale of collectibles)	-	-	7,112	7,112
Amounts appropriated for expenditure	-	(525,236)	-	(525,236)
Endowment net assets, end of year	$ 313,565	$ 3,902,747	12,149,513	$ 16,365,825

Other permanently restricted net assets:

Interest in Robert Cunningham Perpetual Trust	925,716
Real estate restricted for use towards Cunningham Scholarship	40,000
Cash Value of Life Insurance to Fund Permanently Restricted Endowment Funds	21,558
Charitable Gift Annuity Net Assets to Fund Permanently Restricted Endowments at a Future Date	343,329
Promises to Fund Permanently Restricted Endowment Funds	9,317
Total Permanently Restricted Net Assets	$ 13,489,433

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

WAYNE STATE FOUNDATION (Continued)

NOTE L - ENDOWMENT FUNDS (cont'd)

Funds with Deficiencies. From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or NUPMIFA requires the Foundation to retain as a fund of perpetual duration. In accordance with generally accepted accounting principles, deficiencies of this nature that are reported in unrestricted net assets were $0 as of June 30, 2014. These deficiencies result from unfavorable market fluctuations that occur after the investment of permanently restricted contributions and continued appropriation for certain programs that was deemed prudent by the Executive Committee of the Foundation.

Contributions. Contributions above include the change in promises to fund permanently restricted endowment funds (net endowment receivables) of $4,093.

Investment Return Objectives, Risk Parameters and Strategies. The Foundation has adopted investment spending policies, approved by the Executive Committee, for endowment assets that provide a predictable stream of funding to programs supported by its endowment funds while also attempting to maintain the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve a net total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes debt, equity and real estate securities, that is intended to result in a consistent inflation protected rate of return that has sufficient liquidity to make an annual distribution of 5%, while growing the funds if possible. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to not expose the fund to unacceptable levels of risk.

Spending Policy. The Foundation has a policy of appropriating for distribution each year 5% of its endowment fund's average fair value of the prior 3 years through June 30th of the preceding fiscal year in which the distribution is planned. In scenarios where the fair value of the endowment funds have fallen below the permanently restricted balances or if undistributed prior period earnings appear insufficient, the Foundation may, at its discretion set a lower payout rate which appears in line with the current yield from investment and general economic conditions. In establishing this policy, the Foundation considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, and the possible effects of inflation. This is consistent with the Foundation's objective to maintain the purchasing power of the endowment assets as well as to provide additional real growth through new gifts and investment return.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

WAYNE STATE FOUNDATION (Continued)

NOTE M - FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing the various programs and supporting services have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

NOTE N - CONTRIBUTED SERVICES

The Foundation receives donated accounting services, secretarial services and rent from Wayne State College. The estimated fair value for these services was $155,378, for the year ended June 30, 2014. This amount has been recognized in the financial statements.

NOTE O - PENSION PLAN

The Foundation contributes to a defined contribution retirement plan and is required to contribute 8% of the employee's salary. The Foundation's contributions to the retirement plan was $19,600 for the year ended June 30, 2014.

NOTE P - VACATION, SICK PAY, AND OTHER EMPLOYEE BENEFIT AMOUNTS

The costs of vacation pay and sick pay are accrued. Up to 25% of accumulated sick pay is payable upon retirement or death. Total accumulated sick pay at June 30, 2014 was $119,680 and the accrual was $29,920. Accumulated vacation is payable upon termination and at June 30, 2014 was $26,157.

NOTE Q - COMMITMENTS

The renovation of U.S. Conn Library, named in honor of Wayne State College's first president, U.S. Conn who served from 1910 to 1935, began in May 2014. The renovation will be phased over three years with the completion projected in the summer of 2017. The architectural firm of Jackson-Jackson & Associates, Inc. of Omaha, NE developed the plan to create a modern library that meets the needs of students. Beckenhauer Construction Company of Norfolk, NE has been retained as the construction manager. The cost of the renovation is estimated at $18.9 million. The Wayne State Foundation has committed to raise $3.1 million. Gifts and pledges of $2.6 million have been secured. The State of Nebraska, the 309 Task Force and Wayne State College will provide the rest of the funding required to complete the renovation.

The Foundation has agreed to raise funds for the Athletic Improvement Project in the amount of $575,000. The total cost of the Athletic Improvement Project is estimated to be $1.65 million. As of June 30, 2014, the Foundation has gifts and pledges of $631,000.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

WAYNE STATE FOUNDATION (Continued)

NOTE R - RELATED PARTIES

For the year ended June 30, 2014 the Foundation provided direct support to Wayne State College of $2,836,763 and reimbursed the College for $332,381 for payroll and other operating expenses. The Foundation's total payments to Wayne State College were $3,169,144. Direct support consisted of $1,706,163 for scholarships, stipends, and tuition assistance; $597,807 for capital improvements for the football field turf/track, soccer field, athletic facilities, Veterans Plaza, and Willow Bowl renovation; $321,782 for athletic scholarships; $168,214 for athletics programs budget transfers and programs; and $42,797 for general budget support college departments. Additional indirect support of $122,931 for Wayne State College was made to vendors and individuals.

The Foundation had cash and CD's totaling $249,754, as of June 30, 2014, at State Nebraska Bank & Trust, where one of their board members is the chairman.

The Foundation had cash and CD's totaling $195,322, as of June 30, 2014, at First Nebraska Bank of Wayne, where one of their board members is president.

The Foundation had cash and CD's totaling $150,000, as of June 30, 2014, at Siouxland National Bank, where one of their board members is president.

The Foundation had various transactions for the year ended June 30, 2014 with the Diamond Center and Flowers & Wine totaling $4,412. The owner of the two businesses is a board member of the Foundation.

The Foundation purchased Business and Property Insurance from Northeast Nebraska Insurance, during the year ended June 30, 2014, for $4,076. One of the board members of the Foundation is an owner of this business.

Board members and employees may pledge amounts to the Foundation for various projects and campaigns for support. At June 30, 2014 the outstanding pledge balances were $1,450,105

NOTE S - SSC COLLEGE CENTER

Wayne State College and Northeast Community College have a partnership to provide access to affordable comprehensive programs for associate, bachelor and master's degrees in South Sioux City, NE. To facilitate these educational programs, they have constructed a building, which is referred to as the College Center. The College Center is located at 1001 College Way in South Sioux City on 57 acres donated by the South Sioux City Community Development Agency. It has a total of 39,000 sq. ft. on two floors. The building cost an estimated $8.7 million. A grand opening was held on April 20, 2011.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
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NOTES TO FINANCIAL STATEMENTS
(Continued)

WAYNE STATE FOUNDATION (Concluded)

NOTE S - SSC COLLEGE CENTER (cont'd)

To supplement the state and federal funding, a private fundraising campaign was conducted and approximately $1.4 million was secured for the project. The project also received an approximate $500,000 award from the federal government.

The Foundation's contribution revenue for the fiscal year for the College Center included $1,000 of outright gifts and no new pledges. Pledges receivable at June 30, 2014 included in the temporarily restricted balance, amounted to $28,200 with a net present value of $25,697.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)
COMBINING SCHEDULE OF NET POSITION
June 30, 2014

	CSC	PSC	WSC	NSCS Office	Total
Assets					
Current Assets					
Cash and Cash Equivalents	$ 5,294,365	$ 3,108,663	$ 13,330,107	$ 2,294,879	$ 24,028,014
Restricted Cash and Cash Equivalents	1,671,336	2,898,449	9,092,690	6,477,509	20,139,984
Accounts Receivable, Net of Allowance	490,841	552,704	400,420	18,124	1,462,089
State Grants and Appropriations Receivable	-	127,448	14,609	258,121	400,178
Other Receivables	86,975	94,434	-	15,913	197,322
Inventories	7,706	53,334	39,407	-	100,447
Loans to Students, Net	102,128	-	227,227	-	329,355
Prepaid Expenses	417,233	191,857	217,069	72,725	898,884
Deposits with Vendors	-	-	1,310	17,006	18,316
Total Current Assets	8,070,584	7,026,889	23,322,839	9,154,277	47,574,589
Non-current Assets					
Restricted Cash and Cash Equivalents	7,523,382	1,538,726	6,085,898	15,940,909	31,088,915
Loans to Students, Net	691,544	-	1,002,138	-	1,693,682
Prepaid Expenses	-	-	-	49,331	49,331
Capital Assets, Net	51,907,635	45,757,525	79,875,856	5,018,805	182,559,821
Total Non-current Assets	60,122,561	47,296,251	86,963,892	21,009,045	215,391,749
Total Assets	68,193,145	54,323,140	110,286,731	30,163,322	262,966,338
Deferred Outflow of Resources					
Unamortized Bond Refunding Amount, Net	27,381	8,438	15,251	-	51,070
Total Deferred Outflow of Resources	27,381	8,438	15,251	-	51,070
Liabilities					
Current Liabilities					
Accounts Payable and Accrued Liabilities	4,172,055	1,834,950	2,950,544	1,938,823	10,896,372
Accrued Compensated Absences	113,563	51,546	178,349	15,692	359,150
Unearned Revenue	49,425	31,758	692,622	-	773,805
Interest Payable	88,697	92,559	123,671	301,139	606,066
Long-Term Debt	43,480	326,783	580,000	3,270,000	4,220,263
Deposits Held in Custody for Others	20,865	33,570	12,651	-	67,086
Total Current Liabilities	4,488,085	2,371,166	4,537,837	5,525,654	16,922,742
Non-current Liabilities					
Accrued Compensated Absences	1,133,415	591,572	1,404,145	208,475	3,337,607
Unearned Revenue	-	-	1,198,159	-	1,198,159
Long-Term Debt	12,120,608	5,650,784	9,408,204	25,840,102	53,019,698
Total Non-current Liabilities	13,254,023	6,242,356	12,010,508	26,048,577	57,555,464
Total Liabilities	17,742,108	8,613,522	16,548,345	31,574,231	74,478,206
Net Position					
Net Investment in Capital Assets	40,286,765	39,426,392	70,483,152	(10,490,786)	139,705,523
Restricted for:					
Expendable:					
Loans	1,090,416	-	1,332,468	-	2,422,884
Debt Service	-	305,002	580,035	3,747,166	4,632,203
Plant	616,517	1,039,953	972,886	2,657,522	5,286,878
Other	5,204,173	2,530,112	6,182,213	361,980	14,278,478
Unrestricted	3,280,547	2,416,597	14,202,883	2,313,209	22,213,236
Total Net Position	$ 50,478,418	$ 45,718,056	$ 93,753,637	$ (1,410,909)	$ 188,539,202

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)
COMBINING SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
Fiscal Year Ended June 30, 2014

	CSC	PSC	WSC	NSCS Office	Total
Operating Revenues					
Tuition and Fees, Net of Scholarship Allowances and Institutional Waivers	$ 8,428,208	$ 5,793,366	$ 12,040,825	$ -	$ 26,262,399
Federal Grants and Contracts	4,371,314	3,627,545	5,076,306	-	13,075,165
State Grants and Contracts	350,930	414,393	627,871	-	1,393,194
Private Grants and Contracts	304,381	1,032,363	557,597	-	1,894,341
Auxiliary Enterprises, Net of Scholarship Allowances and Institutional Waivers	6,123,458	3,259,166	8,326,994	-	17,709,618
Other Operating Revenues	762,444	177,638	271,559	-	1,211,641
Total Operating Revenues	20,340,735	14,304,471	26,901,152	-	61,546,358
Operating Expenses					
Compensation and Benefits	21,368,632	13,084,824	28,405,044	1,325,067	64,183,567
Contractual Services	1,281,371	928,101	1,503,598	595,064	4,308,134
Supplies and Materials	3,932,434	2,559,945	5,141,990	29,121	11,663,490
Scholarships and Fellowships	1,816,739	2,371,764	1,805,536	-	5,994,039
Depreciation	1,857,823	1,485,560	3,080,236	878,143	7,301,762
Utilities	1,418,904	963,215	2,131,181	-	4,513,300
Repairs and Maintenance	2,199,693	412,932	1,974,586	-	4,587,211
Communications	123,824	184,950	149,438	20,692	478,904
Food Service	1,903,908	1,148,684	2,525,281	-	5,577,873
Other	1,426,571	168,162	123,475	150,999	1,869,207
Total Operating Expenses	37,329,899	23,308,137	46,840,365	2,999,086	110,477,487
Operating Loss	(16,989,164)	(9,003,666)	(19,939,213)	(2,999,086)	(48,931,129)
Non-operating Revenue (Expenses)					
State Appropriations	18,470,400	9,154,012	20,534,418	1,597,222	49,756,052
Investment Income	197,947	114,179	512,977	158,783	983,886
Interest on Capital Asset-Related Debt	(251,051)	(190,202)	(274,061)	(458,234)	(1,173,548)
Loss on Disposal of Asset	(758,952)	(2,088,083)	(4,504,894)	-	(7,351,929)
Bond Issuance Costs	(61,930)	-	-	(172,121)	(234,051)
Other Non-operating Revenue (Expense)	-	(16,090)	10	(28,848)	(44,928)
Net Non-operating Revenues	17,596,414	6,973,816	16,268,450	1,096,802	41,935,482
Income (Loss) Before Other Revenues, Expenses, Gains or (Losses)	607,250	(2,029,850)	(3,670,763)	(1,902,284)	(6,995,647)
Other Revenues, Expenses, or Gains (Losses)					
Capital Facilities Fees	-	-	-	2,086,875	2,086,875
Capital Contributions	869,907	1,300	565,426	-	1,436,633
Operating Transfers In (Out)	(990,478)	(47,408)	2,678,319	(1,640,433)	-
Capital Appropriations and Grants	7,385,689	4,637,505	171,576	1,375,000	13,569,770
Net Other Revenues, Expenses, or Gains (Losses)	7,265,118	4,591,397	3,415,321	1,821,442	17,093,278
Increase (Decrease) in Net Position	7,872,368	2,561,547	(255,442)	(80,842)	10,097,631
Net Position, Beginning of Year	42,670,669	43,193,021	94,411,904	(1,142,402)	179,133,192
Prior Period Adjustment - See Note 1	(64,619)	(36,512)	(402,825)	(187,665)	(691,621)
Net Position, Beginning of Year as Restated	42,606,050	43,156,509	94,009,079	(1,330,067)	178,441,571
Net Position, End of Year	$ 50,478,418	$ 45,718,056	$ 93,753,637	$ (1,410,909)	$188,539,202

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)
COMBINING SCHEDULE OF CASH FLOWS
Fiscal Year Ended June 30, 2014

	CSC	PSC	WSC	NSCS Office	Total
Cash Flows From Operating Activities					
Tuition and Fees	$ 8,225,182	$ 5,649,306	$ 11,973,642	$ -	$ 25,848,130
Grants and Contracts	5,026,625	5,084,810	6,281,223	-	16,392,658
Payments to Suppliers	(9,224,923)	(5,375,220)	(11,568,956)	(345,183)	(26,514,282
Payments for Utilities	(1,427,454)	(963,215)	(2,131,181)	-	(4,521,850
Payments to Employees	(21,462,239)	(13,125,479)	(28,378,611)	(1,351,903)	(64,318,232
Loans Issued to Students	(1,501)	-	(216,536)	-	(218,037
Collections of Loans to Students	250,224	-	233,250	-	483,474
Sales and Services of Auxiliary Enterprises	6,129,324	3,288,397	8,507,766	-	17,925,487
Other Receipts (Payments)	(1,054,295)	(2,245,444)	(1,657,452)	40,083	(4,917,108
Net Cash Used in Operating Activities	(13,539,057)	(7,686,845)	(16,956,855)	(1,657,003)	(39,839,760
Cash Flows From Non-capital Financing Activities					
State Appropriations	18,470,400	9,030,710	20,534,418	1,599,667	49,635,195
Grants and Contracts	-	-	-	-	-
Direct Lending Receipts	10,169,818	8,897,885	12,650,796	-	31,718,499
Direct Lending Payments	(10,169,818)	(8,897,885)	(12,650,796)	-	(31,718,499
Other Receipts (Payments)	-	(29,542)	9	(28,848)	(58,381
Net Cash Provided by Non-capital Financing Activities	18,470,400	9,001,168	20,534,427	1,570,819	49,576,814
Cash Flows From Capital and Related Financing Activities					
Proceeds from Capital Debt	4,270,000	-	-	15,299,519	19,569,519
Capital Contributions	869,907	1,300	565,426	-	1,436,633
Purchase of Capital Assets	(18,149,470)	(5,994,297)	(4,946,893)	-	(29,090,660
Disposal of Capital Assets	-	-	-	-	-
Principal Paid on Capital Debt	(4,484,341)	(316,046)	(1,460,000)	(1,635,000)	(7,895,387
Interest Paid on Capital Debt	(259,699)	(189,630)	(284,493)	(615,198)	(1,349,020
Bond Issuance Costs	(61,930)	-	-	(172,121)	(234,051
Capital Facilities Fees	-	-	-	2,089,238	2,089,238
Transfers In (Out)	(990,478)	(47,408)	2,678,319	(1,640,433)	-
Other	(5,697)	-	32,591	8,892	35,786
Capital Appropriations	7,385,689	5,519,905	171,576	1,375,000	14,452,170
Net Cash Provided (Used) by Capital and Related Financing Activities	(11,426,019)	(1,026,176)	(3,243,474)	14,709,897	(985,772
Cash Flows From Investing Activities					
Investment Income	197,947	114,982	512,977	157,769	983,675
Net Cash Provided by Investing Activities	197,947	114,982	512,977	157,769	983,675
Increase (Decrease) in Cash and Cash Equivalents	(6,296,729)	403,129	847,075	14,781,482	9,734,957
Cash and Cash Equivalents, Beginning of Year	20,785,812	7,142,709	27,661,620	9,931,815	65,521,956
Cash and Cash Equivalents, End of Year	$ 14,489,083	$ 7,545,838	$ 28,508,695	$ 24,713,297	$ 75,256,913

(Continued)

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)
COMBINING SCHEDULE OF CASH FLOWS
Fiscal Year Ended June 30, 2014

	CSC	PSC	WSC	NSCS Office	Total
Reconciliation of Cash and Cash Equivalents to the Statement of Net Position					
Cash and Cash Equivalents	$ 5,294,365	$ 3,108,663	$ 13,330,107	$ 2,294,879	$ 24,028,014
Restricted Cash and Cash Equivalents - Current	1,671,336	2,898,449	9,092,690	6,477,509	20,139,984
Restricted Cash and Cash Equivalents - Non-current	7,523,382	1,538,726	6,085,898	15,940,909	31,088,915
Total Cash and Cash Equivalents	$ 14,489,083	$ 7,545,838	$ 28,508,695	$ 24,713,297	$ 75,256,913
Reconciliation of Net Operating Revenues (Expenses) to Net Cash Used in Operating Activities.					
Operating Loss	$(16,989,164)	$ (9,003,666)	$(19,939,213)	$ (2,999,086)	$ (48,931,129
Depreciation Expense	1,857,823	1,485,560	3,080,236	878,143	7,301,762
Changes in Operating Assets and Liabilities					
Receivables, Net	(180,461)	(143,083)	(63,773)	(2,974)	(390,291
Inventories	(489)	33,798	5,538	-	38,847
Accounts Payable and Accrued Liabilities	1,740,862	22,358	(284,646)	535,993	2,014,567
Accrued Compensated Absences	(67,383)	(48,327)	26,433	(26,836)	(116,113
Other Assets and Liabilities	99,755	(33,485)	218,570	(42,243)	242,597
Net Cash Used in Operating Activities	$(13,539,057)	$ (7,686,845)	$(16,956,855)	$ (1,657,003)	$ (39,839,760
Supplemental Cash Flows Information					
Accounts Payable Incurred for Capital Asset Purchases	$ 2,561,477	$ 852,340	$ 240,724	$ 484,535	$ 4,139,076

(Concluded

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

NEBRASKA AUDITOR OF PUBLIC ACCOUNTS

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State Auditor

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NEBRASKA STATE COLLEGE SYSTEM
(A COMPONENT UNIT OF THE STATE OF NEBRASKA)

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditor's Report

Board of Trustees of the Nebraska State College System
Lincoln, Nebraska:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities, and the discretely presented component units of the Nebraska State College System as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the Nebraska State College System's basic financial statements, and have issued our report thereon dated December 8, 2014. Our report includes a reference to other auditors who audited the financial statements of the Nebraska State College System Foundations, the Nebraska State Colleges Facilities Corporation, and the Nebraska State College System Revenue and Refunding Bond Program, as described in our report on the Nebraska State College System's financial statements. The financial statements of these entities were not audited in accordance with *Government Auditing Standards* and, accordingly, this report does not include reporting on internal control over financial reporting or instances of reportable noncompliance associated with these entities.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Nebraska State College System's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness the of Nebraska State College System's internal control. Accordingly, we do not express an opinion on the effectiveness of the Nebraska State College System's internal control.

Attachment: APA Final Basic Financial Audit FY 2013-14 (1420 : Basic Financial Audit Report for Year Ended June 30, 2014)

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Nebraska State College System's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Nebraska State College System's Findings

We did note certain other matters that we reported to management of the Nebraska State College System in a separate letter dated December 8, 2014.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Don Dunlap

Lincoln, Nebraska
December 8, 2014

Don Dunlap, CPA
Assistant Deputy Auditor

ITEMS FOR DISCUSSION AND ACTION\FISCAL, FACILITIES AND AUDIT

January 21, 2015

ACTION: **Accept the A-133 Audit for Year Ended June 30, 2014**

BKD has completed the Nebraska State College System (NSCS) A-133 (federal) audit for the year ending June 30, 2014. A copy of the audit is attached.

The System Office recommends approval of the A-133 Audit for Year Ended June 30, 2014.

ATTACHMENTS:

- BKD A-133 AUDIT Final FY14 (PDF)

Nebraska State College System

A Component Unit of the State of Nebraska

Single Audit Reports

June 30, 2014

Attachment: BKD A-133 AUDIT Final FY14 (1421 : A-133 Audit for Year Ended June 30, 2014)

BKD LLP
CPAs & Advisors

Nebraska State College System

A Component Unit of the State of Nebraska

June 30, 2014

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Attachment: BKD A-133 AUDIT Final FY14 (1421 : A-133 Audit for Year Ended June 30, 2014)

BKD LLP
CPAs & Advisors

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Independent Auditor's Report

The Board of Trustees
Nebraska State College System
Lincoln, Nebraska

Report on the Schedule of Expenditures of Federal Awards

We have audited the accompanying schedule of expenditures of federal awards of the Nebraska State College System (System) for the year ended June 30, 2014.

Management's Responsibility

Management is responsible for the preparation and fair presentation of the schedule of expenditures of federal awards in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of a schedule of expenditures of federal awards that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the schedule of expenditures of federal awards based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether the schedule of expenditures of federal awards is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedule of expenditures of federal awards. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatement of the schedule of expenditures of federal awards, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the schedule of expenditures of federal awards in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the schedule of expenditures of federal awards.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Attachment: BKD A-133 AUDIT Final FY14 (1421 : A-133 Audit for Year Ended June 30, 2014)

Praxity MEMBER GLOBAL ALLIANCE OF

Opinion

In our opinion, the schedule of expenditures of federal awards referred to above presents fairly, in all material respects, the expenditures of federal awards of the Nebraska State College System for the year ended June 30, 2014, in accordance with accounting principles generally accepted in the United States of America.

BKD, LLP

Lincoln, Nebraska
December 18, 2014

Nebraska State College System
A Component Unit of the State of Nebraska
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2014

Federal Agency Cluster/Program	Pass-Through Entity	CFDA #	Wayne	Peru	Chadron	FY 2014 Expenditures
Student Financial Aid Cluster:						
U.S. Department of Education:						
Federal Supplemental Educational Opportunity Grants		84.007	$ 60,329	$ 44,712	$ 48,757	$ 153,798
Federal Work-Study Program		84.033	99,709	75,913	244,152	419,774
Federal Perkins Loans Program		84.038	1,602,515	-	1,102,995	2,705,510
Federal Pell Grant Program		84.063	4,387,600	3,050,562	3,494,973	10,933,135
Federal Direct Student Loans		84.268	12,650,796	8,897,885	10,169,818	31,718,499
Teacher Education Assistance for College & Higher Education Grants (TEACH Grants)		84.379	19,740	-	-	19,740
Postsecondary Education Scholarships for Veteran's Dependents		84.408	-	-	5,238	5,238
Total Student Financial Aid Cluster			18,820,689	12,069,072	15,065,933	45,955,694
Trio Cluster:						
U.S. Department of Education:						
Trio - Student Support Services		84.042	285,555	269,104	229,214	783,873
Trio - Upward Bound		84.047	-	-	227,623	227,623
Total Trio Cluster			285,555	269,104	456,837	1,011,496
Improving Teacher Quality State Grants	Coordinating Commission for Postsecondary Education (CCPE)	84.367	19,980	-	-	19,980
College Access Challenge Grant Program	CCPE	84.378	22,050	9,500	16,100	47,650
Total U.S. Department of Education			19,148,274	12,347,676	15,538,870	47,034,820
Research & Development Cluster:						
National Aeronautics & Space Administration:						
Science	NASA NE Space Grant Consortium	43.001	-	-	3,043	3,043
National Science Foundation:						
Biological Sciences		47.074	-	177,755	-	177,755
U.S. Department of Health & Human Services:						
Centers for Disease Control & Prevention - Investigations & Technical Assistance	NE Health & Human Services	93.283	-	-	5,216	5,216
The Affordable Care Act: Building Epidemiology, Laboratory, & Health Information Systems Capacity in the Epidemiology & Laboratory Capacity for Infectious Disease (ELC) & Emerging Infections Program (EIP) Cooperative Agreements; PPHF	NE Health & Human Services	93.521	-	-	6,511	6,511
Biomedical Research & Research Training	University of Nebraska Medical Center (UNMC)	93.859	127,428	-	534	127,962
Total U.S. Department of Health & Human Services			127,428	-	12,261	139,689
Total Research & Development Cluster			127,428	177,755	15,304	320,487
Other Programs:						
U.S. Small Business Administration:						
Small Business Development Centers	University of Nebraska - Omaha (UNO)	59.037	54,288	-	31,465	85,753
Department of Homeland Security:						
Disaster Grants - Public Assistance (Presidentially Declared Disasters)		97.036	-	-	46,224	46,224
Total Other Programs			54,288	-	77,689	131,977
Total Expenditures of Federal Awards			$ 19,329,990	$ 12,525,431	$ 15,631,863	$ 47,487,284

Attachment: BKD A-133 AUDIT Final FY14 (1421 : A-133 Audit for Year Ended June 30, 2014)

Nebraska State College System
A Component Unit of the State of Nebraska
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2014

Notes to Schedule

Basis of Presentation and Summary of Significant Accounting Policies

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Nebraska State College System (System) and is presented on the accrual basis of accounting. Expenditures are recognized following the cost principles contained in OMB Circular A-21, *Cost Principles for Education Institutions* where in certain types of expenditures are not allowed or are limited as to reimbursements. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. Therefore, some amounts presented in this Schedule may differ from amounts presented in, or used in the preparation of, the System's basic financial statements.

Loans Outstanding

At June 30, 2014, the System had the following net federal loan program receivables from participating students:

Program Title	
Federal Perkins Loan Program	
Chadron	$ 793,672
Wayne	$1,229,365

Subrecipients

The System provided no funds to subrecipients for the year ended June 30, 2014.

Attachment: BKD A-133 AUDIT Final FY14 (1421 : A-133 Audit for Year Ended June 30, 2014)

BKD LLP
CPAs & Advisors

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Report on Compliance for Each Major Program and Report on Internal Control Over Compliance

Independent Auditor's Report

The Board of Trustees
Nebraska State College System
Lincoln, Nebraska

Report on Compliance for Each Major Federal Program

We have audited the compliance of the Nebraska State College System (the System), a component unit of the State of Nebraska, with the types of compliance requirements described in the OMB *Circular A-133 Compliance Supplement* that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014. The System's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the System's major federal programs based on our audit of the types of compliance requirements referred to above.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the System's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the System's compliance.

Attachment: BKD A-133 AUDIT Final FY14 (1421 : A-133 Audit for Year Ended June 30, 2014)

Praxity MEMBER GLOBAL ALLIANCE OF

Opinion on Each Major Federal Program

In our opinion, the System complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

Report on Internal Control Over Compliance

Management of the System is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the System's internal control over compliance with the requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the System's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified a deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2014-001, that we consider to be a significant deficiency.

The System's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The System's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

BKD, LLP

Lincoln, Nebraska
December 18, 2014

Attachment: BKD A-133 AUDIT Final FY14 (1421 : A-133 Audit for Year Ended June 30, 2014)

Nebraska State College System

A Component Unit of the State of Nebraska

Schedule of Findings and Questioned Costs

Year Ended June 30, 2014

Summary of Auditor's Results

The financial statements of the Nebraska State College System were audited by the Nebraska Auditor of Public Accounts and were provided under separate cover. Certain items are summarized below.

1. The opinion expressed in the Nebraska Auditor of Public Accounts independent auditor's report was:
   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer

2. The Nebraska Auditor of Public Accounts independent auditor's report on internal control over financial reporting disclosed:

Significant deficiency(ies)?	☐ Yes	☒ None reported
Material weakness(es)?	☐ Yes	☒ No

3. Noncompliance considered material to the financial statements was disclosed by the audit by the Nebraska Auditor of Public Accounts? ☐ Yes ☒ No

4. The independent auditor's report on internal control over compliance for major federal awards programs disclosed:

Significant deficiency(ies)?	☒ Yes	☐ None reported
Material weakness(es)?	☐ Yes	☒ No

5. The opinion expressed in the independent auditor's report on compliance for major federal awards was:

   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer

6. The audit disclosed findings required to be reported by OMB Circular A-133? ☒ Yes ☐ No

Attachment: BKD A-133 AUDIT Final FY14 (1421 : A-133 Audit for Year Ended June 30, 2014)

Nebraska State College System

A Component Unit of the State of Nebraska

Schedule of Findings and Questioned Costs (Continued)

Year Ended June 30, 2014

7. The System's major programs were:

Cluster/Program	CFDA Number
Student Financial Aid Cluster	
Federal Supplemental Education Opportunity Grants	84.007
Federal Direct Student Loans	84.268
Federal Work Study Program	84.033
Federal Perkins Loan Program	84.038
Federal Pell Grant Program	84.063
Teacher Education Assistance for College and Higher Education (TEACH) Grant	84.379
Postsecondary Education Scholarships for Veteran's Dependents	84.408
Research and Development Cluster	
Biological Sciences	47.074
Biomedical Research and Research Training	93.859
Center for Disease Control and Prevention – Investigations and Technical Assistance	93.283
Science	43.001
The Affordable Care Act: Building Epidemiology, Laboratory, & Health Information Systems Capacity in the Epidemiology & Laboratory Capacity for Infectious Disease (ELC) and Emerging Infections Program (EIP) Cooperative Agreements; PPHF	93.521

8. The threshold used to distinguish between Type A and Type B programs as those terms are defined in OMB Circular A-133 was $300,000.

9. The Organization qualified as a low-risk auditee as that term is defined in OMB Circular A-133? ☒ Yes ☐ No

Attachment: BKD A-133 AUDIT Final FY14 (1421 : A-133 Audit for Year Ended June 30, 2014)

Nebraska State College System

A Component Unit of the State of Nebraska

Schedule of Findings and Questioned Costs (Continued)

Year Ended June 30, 2014

Attachment: BKD A-133 AUDIT Final FY14 (1421 : A-133 Audit for Year Ended June 30, 2014)

Findings Required to be Reported by *Government Auditing Standards*

Reference Number	Finding	Questioned Costs
	The Nebraska Auditor of Public Accounts issued under separate cover the report in accordance with *Government Auditing Standards* related to the financial statements of the System. No matters were reported.	

Findings Required to be Reported by OMB Circular A-133

Reference Number	Finding	Questioned Costs
2014-001	**Significant Deficiency** Federal Program – Biological Sciences, CFDA No. 47.074, National Science Foundation, Program Year 2014 Criteria or Specific Requirement – Procurement and Suspension and Debarment – Program regulations stipulate that institutions must verify that vendors are not suspended, debarred or otherwise excluded. Condition – The System did not verify that the vendor was not suspended, debarred or otherwise excluded for the one covered transaction tested. Context – The System entered into one covered transaction during the year. For this transaction, we noted that the System did not verify that the vendor was not suspended, debarred or otherwise excluded. We also noted that the purchasing and procurement policies do not include provisions to address this requirement. Effect – While the vendor was not suspended, debarred, or otherwise excluded, the System's policies and procedures do not prevent the System from entering into covered transactions with suspended, debarred, or otherwise excluded parties. Cause – The System does not have a policy to address the requirement to verify that vendors are not suspended, debarred or otherwise excluded.	None

Nebraska State College System

A Component Unit of the State of Nebraska

Schedule of Findings and Questioned Costs (Continued)

Year Ended June 30, 2014

Reference Number	Finding	Questioned Costs
	Recommendation – The System should implement a policy to ensure that covered transactions are appropriately handled and potential vendors are verified prior to each disbursement of federal funds to ensure that they are not suspended, debarred or otherwise excluded. Views of Responsible Officials and Planned Corrective Actions – Peru State College is now aware of this procurement regulation. Prior to disbursement of federal funds, the College will verify potential vendors are not suspended, debarred or otherwise excluded. In addition, revisions to Board purchasing policies will be proposed to require the Colleges to verify prior to each disbursement of federal funds that the vendor is not suspended, debarred or otherwise excluded.	

Attachment: BKD A-133 AUDIT Final FY14 (1421 : A-133 Audit for Year Ended June 30, 2014)

Nebraska State College System

A Component Unit of the State of Nebraska

Summary Schedule of Prior Audit Findings

Year Ended June 30, 2014

Reference Number	Summary of Finding	Status
	No matters are reportable.	

Attachment: BKD A-133 AUDIT Final FY14 (1421 : A-133 Audit for Year Ended June 30, 2014)

ITEMS FOR DISCUSSION AND ACTION\FISCAL, FACILITIES AND AUDIT

January 21, 2015

ACTION: **Approve the Use of $100,000 in Capital Improvement Fee Funds for Equipment for the Rangeland Lab Building**

Chadron State seeks to commit up to $100,000 of capital improvement fee funds toward the purchase of equipment for the Rangeland Lab Building.

The System Office and Chadron State College recommend approval of the Use of $100,000 in Capital Improvement Fee Funds for Rangeland Lab Building.

ITEMS FOR DISCUSSION AND ACTION\FISCAL, FACILITIES AND AUDIT

January 21, 2015

ACTION: **Approve the Use of $550,000 of Capital Improvement Fee Funds for Wayne State College Projects**

Wayne State requests authorization to use $350,000 of capital improvement fee funds for the Peterson Fine Arts humidification project. Authorization for the Chancellor to sign contracts for this project was approved at the September 6, 2014 Board meeting.

In conjunction with the Lindahl Drive improvements project, WSC requests authorization to use $200,000 of capital improvement fee funds to convert the remaining street and pedestrian lights owned by the City of Wayne to campus owned lights, and to upgrade them to energy saving LED's.

The System Office and Wayne State College recommend approval of the Use of $550,000 of Capital Improvement Fee Funds for Wayne State College.

ITEMS FOR DISCUSSION AND ACTION\FISCAL, FACILITIES AND AUDIT

January 21, 2015

ACTION: **Approve the Sports Facility Cash Fund Projects**

As part of LB 969, the Nebraska State College System (NSCS) will receive $400,000 on October 1, 2015, for the Sports Facility Cash Fund, and subsequent amounts of $400,000 every October thereafter. It has been the Board's intention to approve projects well in advance in order to utilize the funds as soon as they are released every October.

Previous project awards of the Sports Facility Cash Fund in 2013 included the PSC baseball field renovation ($56,500), fitness center equipment ($23,500), and fitness trail planning ($15,000), and the WSC track renovation ($155,000). In October of 2014, the award was to the CSC Armstrong renovation ($250,000).

The recommended award for October of 2015 is for the PSC Oak Bowl Field House renovation in the amount of $400,000 of Sports Facility Cash Funds. The overall project is estimated at $900,000. PSC has committed $150,000 in Oak Bowl Stadium Renovation remaining funds toward the Field House renovation, and the PSC Foundation has committed up to $350,000 for the project.

The System Office recommends approval of the Sports Facility Cash Fund Projects.

ITEMS FOR DISCUSSION AND ACTION\FISCAL, FACILITIES AND AUDIT

January 21, 2015

ACTION: **Approve Peru State College Use of State of Nebraska Master Lease Program**

Peru State requests authorization to use up to $300,000 through the State of Nebraska's Master Lease Program for the campus-wide wireless upgrade. If the Master Lease Program cannot issue bonds by the end of April 2015, then this action item gives Peru State the authority to lease-purchase the wireless upgrade equipment through a private vendor.

Use of the leasing program, or lease-purchase through a private vendor, may be in several phases that will total up to $300,000. In either case, the repayment of the lease will be done through the College's cash funds.

The System Office and Peru State College recommend approval of the Peru State College Use of State of Nebraska Master Lease Program.

ITEMS FOR DISCUSSION AND ACTION\FISCAL, FACILITIES AND AUDIT

January 21, 2015

ACTION: **Accept and Approve Naming Proposal for the Student Center at Wayne State College**

Board Policy 8020 provides for the naming of Nebraska State College System (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 President." Pursuant to this policy, Wayne State proposes to name the Student Center for James and Barbara Kanter in recognition of their service to the College as trustees of the Wayne State Foundation and for the substantial contributions they have made for more than a decade including, funding of major capital projects such as the renovation of the alumni house, the restoration of the Willow Bowl, the U.S. Conn Library renovation, and an unrestricted, endowed scholarship. Their gifts have been timed to strategically leverage other matching donations. Barbara Kanter also received the Alumni Service Award in 2010 for outstanding service to the College. Wayne State proposes to name the Student Center the C. James and Barbara K. Kanter Student Center.

This naming request brings honor to the donors and their family members, to Wayne State and to the Nebraska State College System.

The Chancellor supports this request and recommends approval.

The System Office and Wayne State College recommend approval of the Naming of Student Center at Wayne State College.

ITEMS FOR DISCUSSION AND ACTION\FISCAL, FACILITIES AND AUDIT

January 21, 2015

ACTION: **Approve the Reallocation of Contingency Maintenance Funds for Wayne State College**

From:

Resolution 4/25/14	$27,937.47	#1 Anderson Hall Recreation Room Ceiling
Resolution 4/25/14	$200,000.00	#3 Campus Parking Lot 4 Paving/Lights
Resolution 4/25/14	$4,349.00	#14 Terrace Hall Handicapped Accessibility

To:

Resolution 4/25/14	$232,286.47	#7 Morey Hall Windows/Tuckpointing

Wayne State would like to proceed with accepting a bid for the Morey Hall Window project; however, the bids came in significantly higher than the remaining funds in the allocation. Two projects from the 2014 contingency maintenance resolution have not required the full amount of funding set aside for them. The Anderson Hall Recreation Room Ceiling and Terrace Hall Handicapped Accessibility projects were both completed and under budget. WSC has decided to delay the Parking Lot 4 Paving/ Lights project that was approved for 2014 contingency maintenance funding. Reallocations from these projects will provide the additional funding required for the completion of the Morey Hall Window project this summer.

The System Office and Wayne State College recommend approval of the Reallocation of Contingency Maintenance Funds for Wayne State College.

ITEMS FOR DISCUSSION AND ACTION\FISCAL, FACILITIES AND AUDIT

January 21, 2015

ACTION: **Contracts and Change Orders for Approval**

The following contract is provided to the Board for its approval.

Peru Contract

- All Campus (print and digital advertising) -- $161,053

The System Office recommends approval of the Contracts and Change Orders.

ATTACHMENTS:

- PSC Contract and Change Orders for Approval (PDF)

CONTRACT FOR APPROVAL.

Peru State College	
Location on Campus:	All of Campus
Contracted Work:	Marketing/Advertising – print and digital advertising
Contract Amount:	$161,053
Fund Source:	Cash Funds
Contractor:	Omaha World Herald

ITEMS FOR DISCUSSION AND ACTION\FISCAL, FACILITIES AND AUDIT

January 21, 2015

ACTION: **Grant Applications and Awards for Approval**

Wayne State Award

- Community Forestry Incentive-Wayne State College 10th Street Project (Lower Elkhorn NRD Community Forestry Development Program) -- $1,461.19

The System Office recommends approval of the Grant Applications and Awards.

ATTACHMENTS:

- WSC Grant Award LENRD Trees (PDF)

NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Wayne State College		Date: January 21, 2015
Notice of Intent	Application:	Accept Award: X
Name of Program: Community Forestry Incentive-Wayne State College 10th Street Project		
Funding Source: Lower Elkhorn NRD Community Forestry Development Program		
Amount Requested: $1,461.19	Amount Awarded: $1,461.19	Funding Period: 7/1/15-6/30/16
Closing Date for Application Submission: November 4, 2014		
When reporting Grant Award-- Has Grant Application been approved by the Board? No		Date Approved:

Does this grant include **Indirect Cost Funds** for the College's use?	Yes:	No: X
Will this grant require **State Matching Funds**?	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.): Plant material and markers in the amount of $487.06 will be paid by Wayne State College to meet the 25% match requirement.		
Will this grant require **In-Kind Funds**?	Yes:	No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.): While not required, in-kind support includes the time commitment of staff for planting, watering and lifetime maintenance of the trees.		
Is **State Maintenance of Effort** or **Future Fiscal Responsibility** required?	Yes: X	No:
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 award provides funding to replace trees lost along 10th street due to construction and severe weather. The tentative dates for planting will be between April and June 2015 as approved by the grantor. This project will benefit the community by restoring large shade trees along the south boundary of the Wayne State College campus. It will also enhance the diversity and learning opportunities of the Nebraska Statewide Arboretum site at Wayne State.		
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: Mr. Kim Schramm, Landscape & Arboretum Manager		
Administrator responsible for approving the application: Ms. Angie Fredrickson, Vice President of Administration and Finance		

ITEMS FOR INFORMATION AND DISCUSSION\ACADEMIC AND PERSONNEL

January 21, 2015

INFORMATION ONLY: **Reports of Personnel Actions**

The personnel action reports are provided to the Board for information.

Board Policy 5021 states that all full-time (0.75 FTE or more) and part-time (less than 0.75 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.

ATTACHMENTS:

- CSC Personnel Report January 2015 (PDF)
- PSC Personnel Report January 2015 (PDF)
- WSC Personnel Report January 2015 (PDF)

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: Chadron State College
MEETING DATE: January 21, 2015

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
Norman, Erin	Applied Sciences	Instructor	38,000.00 prorated 19,000.00	State	01/02/2015 - 05/09/2015	1.000	New appointment; replaces Teri Albertazzi	Tenure-track
Perlinski, Anthony	Applied Sciences	Assistant Professor	43,634.00	State	08/15/2013 - 05/09/2015	1.000	Correction to base salary	Tenure-track
Ritzen, John	Health, Physical Education & Recreation	Instructor	38,000.00 prorated 19,000.00	State	01/02/2015- 05/09/2015	1.000	New appointment; replaces Breon Schroeder	Tenure-track

RANKED FACULTY
(OTHER)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Bahr, Katherine	English & Humanities	Professor	3,000.00	State	01/01/2015 - 05/31/2015	NA	HLC Accreditation work	Special
Basnet, Hem	Business	Associate Professor	1,120.56	State	10/20/2014 - 12/12/2014	NA	Over 30 in an online course; ECON 232-79B1 (4 students)	NA
Basnet, Hem	Business	Associate Professor	1,500.00	State	08/23/2014 - 11/24/2014	NA	Online course development; FIN 631-79A2 - (3 cr hrs)	NA
Brown, Linda	Education	Associate Professor	1,196.10	State	10/20/2014 - 12/12/2014	NA	Over 30 in an online course; EDUC 434/534-79B1 (4 students)	NA
Cavin, Scott	Visual & Performing Arts	Assistant Professor	625.00	State	10/01/2014- 10/21/2014	NA	Conferencing; 12.5 hrs @ $50/hr	Special
Cavin, Scott	Visual & Performing Arts	Assistant Professor	325.00	State	10/22/2014 - 11/13/2014	NA	Conferencing; 6.5 hrs @ $50/hr	Special
Donahue, Timothy	Business	Professor	560.28	State	10/20/2014 - 12/12/2014	NA	Over 30 in an online course; MKTG 334-79B1 (2 students)	NA
Gallegos, Nathaniel	Business	Assistant Professor	3,186.00	State	10/20/2014 - 12/12/2014	NA	Overload (3 cr hrs)	NA
Hamaker, Jamie	Business	Assistant Professor	3,429.00	State	10/20/2014 - 12/12/2014	NA	Overload (3 cr hrs)	NA
Knight, Robert	Social & Communication Arts	Associate Professor	2,000.00	State	07/02/2014 - 11/30/2014	NA	Completed OER IIa	Special
Koehn, James	Business	Associate Professor	1,680.84	State	10/20/2014 - 12/12/2014	NA	Over 30 in an online course; ACTG 430-79B1 (6 students)	NA
Koza, Richard	Business	Professor	4,500.00	State	09/16/2014 - 11/24/2014	NA	Online course development; FIN 239-79B1, 331-79B1, & 330-79B1 - (9 cr hrs)	NA

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: Chadron State College
MEETING DATE: January 21, 2015

RANKED FACULTY
(OTHER)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Perlinski, Anthony	Applied Sciences	Assistant Professor	3,491.00	State	08/18/2014 - 12/12/2014	NA	correction to November report; Overload (4 cr hrs)	NA
Perlinski, Anthony	Applied Sciences	Assistant Professor	474.24	State	07/01/2014 - 11/30/2014	NA	Independent Studies; AGRI 500-30B1 (2 students)	NA
Petri, Kaitlin	Business	Instructor	2,505.00	State	10/20/2014 - 12/12/2014	NA	Overload (3 cr hrs)	NA
Stack, Robert	Mathematical Sciences	Professor	75.00		10/24/2014	NA	Referee for athletics	Special
Tingley, Christopher	Business	Assistant Professor	1,400.70	State	08/18/2014 - 10/10/2014	NA	Over 30 in an online course; MKTG 331-79A1 (5 students)	NA
Tucker, T. Deane	English & Humanities	Professor	1,120.56	State	10/20/2014 - 12/12/2014	NA	Over 30 in an online course; HUM 235-79B1 (4 students)	NA
Waugh, Wendy	Business	Professor	1,120.56	State	10/20/2014 - 12/12/2014	NA	Over 30 in an online course; BIS 231-79B1 (4 students)	NA

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
Crouse, Kerma	Education	NA	835.00	State	10/20/2014 - 12/12/2014	NA	EDUC 270-79B2 (1 cr hr)	Special
Dorwart, Jennifer	Business	NA	7,515.00	State	10/20/2014 - 12/12/2014	NA	FIN 239-79B1 & 79B2, FIN 330-79B1 (9 cr hrs)	Special
Follis, Nikki	Business	NA	5,010.00	State	10/20/2014 - 12/12/2014	NA	ECON 130-79B1 & ECON 231-79B1 (6 cr hrs)	Special
Garrett, Cheryl	English & Humanities	NA	2,505.00	State	10/20/2014 - 12/12/2014	NA	ENG 135-79B1 (3 cr hrs)	Special
Hedger, Eva	English & Humanities	NA	2,505.00	State	10/20/2014 - 12/12/2014	NA	ENG 136-79B1 (3 cr hrs)	Special
Leland, Dana	Business	NA	7,515.00	State	10/20/2014 - 12/12/2014	NA	FIN 331-79B1, MGMT 610-79B2 & 79B3 (9 cr hrs)	Special
Ritzen, John	Interim Instructor	NA	4,440.00	State	10/20/2014 - 12/12/2014	NA	HPER 234-79B1 (3 cr hrs)	Special
Smiley, Nichole	HPER	NA	2,505.00	State	10/20/2014 - 12/12/2014	NA	HPER 233-79B1 (3 cr hrs)	Special

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: Chadron State College
MEETING DATE: January 21, 2015

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
Heide, Erin	Admissions Representative	NA	30,000.00 prorated 17,500.00	State	12/01/2014 - 06/30/2015	1.000	Previously Interim	Special
McLain, Joseph	Assistant Coach	NA	75.00	State	10/24/2014	NA	Referee for athletics	Special
Monroe, Jennifer	Assistant Director Residence Life	NA	24,619.00	Revenue Bond	05/22/2014 - 12/02/2014	1.000	Resignation	NA
Mowry, Marianne	Project Coordinator	NA	34,000.00 prorated 22,666.67	State	11/01/2014 - 06/30/2015	1.000	New appointment; replaces Lori Frederick	Special
Phagan, Laura	Admissions Representative	NA	32,472.00	State	09/10/2012 - 11/24/2014	1.000	Resignation	NA
Roberts, Alva	IT Technician	NA	36,623.00 prorated 23,652.35	State	11/10/2014 - 06/30/2015	1.000	New appointment; replaces Eric Wellnitz	Special
Sanders, Ricci	Project Coordinator	NA	36,000.00 prorated 24,000.00	Revenue Bond	11/01/2014 - 06/30/2015	1.000	Previously Interim	Special
Tallman, Philip	Assistant Director Residence Life	NA	24,985.00	Revenue Bond	05/13/2013 - 12/22/2014	1.000	Resignation	NA

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
Beu, Pat	Senior Director of Student Affairs	NA	1,252.50	State	10/15/2014 - 12/12/2014	NA	COLG 121-9902 (1.5 cr hrs)	Special
Crouse, Margaret	Dean	NA	118,888.00	State	08/27/1979 - 06/30/2015	1.000	Retirement	NA
Heide, Erin	Interim, Admissions Representative	NA	30,000.00 prorated 21,739.13	State	10/10/2014 - 06/30/2015	1.000	New appointment; replaces Michael Cooley	Special
Pourier, Shelia	Assistant Director-Financial Aid	NA	45,000.00	State	12/01/2014 - 06/30/2015	1.000	Reclassification	NA
Ritzen, Cassandra	Assistant Director-Admissions	NA	40,000.00	State	12/01/2014 - 06/30/2015	1.000	Reclassification	NA

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: Chadron State College
MEETING DATE: January 21, 2015

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
Duin, Ethan	Custodian	NA	1,728.17	Revenue Bond	09/22/2014 - 11/11/2014	1.000	Resignation	NA
Milanovich, Evelin	Accounting Clerk II	NA	1,859.92	State	12/2/2014	1.000	New hire	Probationary
Mowry, Marianne	Office Assistant II	NA	72.50	State	09/29/2014 - 10/31/2014	NA	Temporary pay increase; 125 hours as Proj Coordinator	NA
Nelson, David	Custodian	NA	1,728.17	State	10/27/2014	1.000	New hire replaces Jordan Trueblood	Probationary
Toy, Paula	Custodian	NA	1,728.17	Revenue Bond	09/02/2014 - 12/23/2014	1.000	Resignation	NA

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: PERU STATE COLLEGE
MEETING DATE: January 21, 2015

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
Pemberton, Heather	School of Professional Studies	Instructor	$55,141	State	08/16/12-01/09/15	1.0	Resignation	N/A

RANKED FACULTY
(OTHER)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Hayes, Daniel	School of Professional Studies	Instructor	$2,060	State	08/15/14-12/12/14	N/A	Online, CJUS 410 000A (3 cr hr); SOC 255 000A (3 cr hr)	N/A
Knape, Aaron	School of Professional Studies	Instructor	$250	State	08/15/14-12/12/14	N/A	Blended Course, BUS 337 000A & 049A (3 cr hr)	N/A
Pemberton, Heather	School of Professional Studies	Instructor	$1,000	State	08/15/14-05/09/15	N/A	Appointment, Assistant Cheer Coach	Special
Schottel, Ronicka	School of Professional Studies	Instructor	$1,200	State	08/15/14-12/12/14	N/A	Course Development, SOC 201 049X (3 cr hr)	Special
Schottel, Ronicka	School of Professional Studies	Instructor	$999	State	08/15/14-12/12/14	N/A	Online, CJUS 410 049Y (3 cr hr)	N/A

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: PERU STATE COLLEGE
MEETING DATE: January 21, 2015

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
Albers, Stephanie	School of Professional Studies	N/A	$2,010	State	10/20/14-12/12/14	N/A	PSYC 121 049Y (3 cr hr)	Special
Anderson, Elizabeth	School of Professional Studies	N/A	$4,866	State	10/20/14-12/12/14	N/A	CMIS 101 049Y (3 cr hr)	Special
Anderson, Josh	School of Arts and Sciences	N/A	$4,050	State	10/20/14-12/12/14	N/A	ART 206 049Y (3 cr hr)	Special
Bennett, Pam	School of Arts and Sciences	N/A	$2,520	State	10/20/14-12/12/14	N/A	ANTH 225 049Y (3 cr hr)	Special
Benscoter, Andrew	School of Arts and Sciences	N/A	$3,336	State	10/20/14-12/12/14	N/A	ENG 101 049Y (3 cr hr)	Special
Bliss, Stacy	School of Professional Studies	N/A	$4,458	State	10/20/14-12/12/14	N/A	PSYC 450 049Y (3 cr hr)	Special
Brand, Lesa	Graduate Programs	N/A	$2,316	State	10/20/14-12/12/14	N/A	EDUC 530-049Y (3 cr hr)	Special
Brizuela, Francisco	Graduate Programs	N/A	$450	State	10/20/14-11/07/14	N/A	INS 500-049S (1 cr hr)	Special
Broady, Lori	School of Education	N/A	$2,928	State	10/20/14-12/12/14	N/A	EDUC 300 00Z (3 cr hr)	Special
Campbell, Jacquelyn	Graduate Programs	N/A	$2,316	State	10/04/14-10/31/14	N/A	EDUC 553-0ACX (3 cr hr)	Special
Campbell, Jacquelyn	Graduate Programs	N/A	$2,418	State	10/20/14-12/12/14	N/A	EDUC 556-049Y (3 cr hr)	Special
Cartagena, Teresa	School of Education	N/A	$2,418	State	10/20/14-12/12/14	N/A	SPED 353 00Z (3 cr hr)	Special

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: PERU STATE COLLEGE
MEETING DATE: January 21, 2015

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
Craver, Susan	School of Professional Studies	N/A	$3,948	State	10/20/14-12/12/14	N/A	BUS 328 049Y (3 cr hr)	Special
Dreier, Libby	School of Education	N/A	$1,602	State	10/20/14-12/12/14	N/A	EDUC 255 49Y (3 cr hr)	Special
Falcon, Lori	Graduate Programs	N/A	$4,734	State	10/04/14-10/31/14	N/A	EDUC 553-0AAX (3 cr hr); EDUC 553-0ABX (3 cr hr)	Special
Hays, Jonathan	School of Arts and Sciences	N/A	$3,540	State	10/20/14-12/12/14	N/A	HIST 114 049Y (3 cr hr)	Special
Jacobsen, Linda	School of Professional Studies	N/A	$4,050	State	10/20/14-12/12/14	N/A	BUS 380 049Y (3 cr hr)	Special
Kuchera, Evan	School of Arts and Sciences	N/A	$4,040	State	10/20/14-12/12/14	N/A	ESCI 240 049Y (4 cr hr)	Special
Kunkel, Ellie	Graduate Programs	N/A	$2,724	State	10/20/14-12/12/14	N/A	EDUC 621-049Y (3 cr hr)	Special
Lee, Chris	School of Arts and Sciences	N/A	$1,200	State	10/20/14-12/12/14	N/A	HIST 202 049Y (3 cr hr)	Special
McGee, Mary	Graduate Programs	N/A	$2,316	State	11/01/14-11/28/14	N/A	EDUC 540-0ACX (3 cr hr)	Special
Odum, Jay	School of Professional Studies	N/A	$3,234	State	10/20/14-12/12/14	N/A	CJUS 340 049Y (3 cr hr)	Special
Radell, David	School of Arts and Sciences	N/A	$4,050	State	10/20/14-12/12/14	N/A	STAT 210 049Y (3 cr hr)	Special

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
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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
Roberts, Laura	School of Professional Studies	N/A	$3,438	State	10/20/14-12/12/14	N/A	PSYC 250 049Y (3 cr hr)	Special
Shires, Sylvia	School of Arts and Sciences	N/A	$2,316	State	10/20/14-12/12/14	N/A	ENG 202 049Y (3 cr hr)	Special
Snyder, Randall	School of Arts and Sciences	N/A	$4,560	State	10/20/14-12/12/14	N/A	MUSC 215 049Y (3 cr hr)	Special
Weninger, Hope	School of Professional Studies	N/A	$4,968	State	10/20/14-12/12/14	N/A	BUS 373 049Y (3 cr hr)	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
Jones, Barbara	Project Coordinator	N/A	$32,000 pro-rated, $24,000	State	10/01/14-06/30/15	N/A	Reclassification	N/A
Shaw, Cassie Gottula	Retention Specialist	N/A	$3,540	State	07/01/14-06/30/15	N/A	BUS 201 049Y (3 cr hr)	Special
Ratakhin, Sergey	IT Analyst	N/A	$51,852	State	08/29/12-01/02/15	N/A	Resignation	N/A
Shirley, Amy	IT Analyst	N/A	$50,772 pro-rated, $24,605	State	01/05/15-06/30/15	N/A	Appointment	Special
Blevins, Matt	IT Analyst	N/A	$66,357 pro-rated, $44,238	State	11/01/14-06/30/15	N/A	Appointment	Special

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
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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
Friesel, Dawn	Human Resources Coordinator	N/A	$39,015	State	07/16/12-11/14/14	1.0	Resignation	N/A
Galardi, Greg	Dean, School of Professional Studies	N/A	$300	State	07/01/14-06/30/15	N/A	COLL 201 049Y (3 cr hr)	Special
Rawlings, Kristiaan	Dean of Student Life	N/A	$50,250	Revenue Bond	07/01/12-11/14/14	0.75	Resignation	N/A
Rawlings, Kristiaan	Dean of Student Life	N/A	$24,750	State	07/01/12-11/14/14	0.25	Resignation	N/A
Seay, Greg	Dean, Graduate Programs	N/A	$2,622	State	07/01/14-06/30/15	N/A	EDUC 623 01CX (3 cr hr)	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
Buss, Scott	Maintenance Repair Worker III	N/A	$3,230/ month to $2,583/ month	State	11/01/14-06/30/15	1.0	Reclassification	N/A
Criger, Georgia	Custodian	N/A	$1,727/ month	Revenue Bond	02/09/12-11/30/14	1.0	Resignation	N/A
Hardy, Jodie	Custodian	N/A	$1,717/ month	State	03/10/14-11/14/14	1.0	Resignation	N/A

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: PERU STATE COLLEGE
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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
Harward, Brock	Custodian	N/A	$1,727/ month	State	10/21/2014	1.0	New Hire	Probationary
Jones, Roxann	Office Assistant III	N/A	$2,298/ month	State	03/01/14-10/27/14	1.0	Discharge	N/A
Shimak, Tanja	Office Assistant II	N/A	$2,091/ month	State	05/01/14-10/23/14	1.0	Resignation	N/A
Spangler, Antonia	Custodian	N/A	$2,465/ month	Revenue Bond	10/01/97-12/31/14	1.0	Resignation	N/A
Stutheit, Kurt	Custodian	N/A	$2,710/ month	State	09/19/83-10/23/14	1.0	Resignation	N/A
VanderKamp, Brandy	Office Assistant II	N/A	$1,860/ month	State	11/10/2014	1.0	New hire	Probationary
Williams, Arlin	Maintenance Repair Worker III	N/A	$2,727/ month	Revenue Bond	11/03/03-11/17/14	1.0	Retirement	N/A

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: Wayne State College
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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
Murphy, Richard	Communication Arts	Assistant Professor	$47,672.00	State	8/19/10 – 5/13/15	N/A	Resignation	N/A
Uhing, Marlene	School of Education and Counseling; Educational Foundations and Leadership	Associate Professor	$27,500.00	State	1/12/15 – 5/13/15	1.0	New appointment	Tenure-Track
Willis, Keith	School of Education and Counseling	Professor	$71,472.00	State	8/20/99 - 7/15/15	N/A	Retirement	N/A

Ranked Faculty
(Other)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Adams, Frank	Educational Foundations and Leadership	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; EDU 499-30 (3 cr hr)	N/A
Alexander, W. Andrew	Language and Literature	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Directed Study; ENG 380-60 (3 cr hr)	N/A
Arneson, Patricia	Business and Economics	Professor	$1,787.00	State	8/15/14 – 12/16/14	N/A	Directed Study; BUS 621-60 (3 cr hr), BUS 630-60 (3 cr hr), BUS 640-60 (3 cr hr)	N/A
Arneson, Patricia	Educational Foundations and Leadership	Professor	$845.00	State	8/15/14 – 12/16/14	N/A	Directed Study; EDU 409-60 (3 cr hr)	N/A
Barnes, Johanna	Educational Foundations and Literature	Assistant Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; EDU 499-32 (3 cr hr)	N/A
Bauer, Jeffrey	Physical Sciences and Mathematics	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; MAT 499-30 (3 cr hr)	N/A

Attachment: WSC Personnel Report January 2015 (1436 : Reports of Personnel Actions)

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: Wayne State College
MEETING DATE: January 21, 2015

Ranked Faculty
(Other)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Bertolas, Randy	History, Politics and Geography	Professor	$921.00	State	8/15/14 – 12/16/14	N/A	Independent/ Directed Study; GEO 499-30 (3 cr hr), GEO 500-60 (3 cr hr), HIS 499-30 (3 cr hr)	N/A
Blankenau, Joseph	History, Politics and Geography	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; POS 395-30 (3 cr hr)	N/A
Bohnert, David	Music	Professor	$4,005.00	State	8/15/14 – 12/16/14	N/A	Overload; MUS 133-01 (1.66 cr hr), MUS 313-01 (1.33 cr hr)	N/A
Bohnert, David	Music	Professor	$188.00	State	8/15/14 – 12/16/14	N/A	Directed Study; MUS 309-60 (2 cr hr)	N/A
Brummels, J. V.	Language and Literature	Associate Professor	$1,278.00	State	8/15/14 – 12/16/14	N/A	Independent/ Directed Study; ENG 496-60 (3 cr hr), ENG 499-30 (3 cr hr), ENG 596-60 (3 cr hr), ENG 655-60 (3 cr hr)	N/A
Buryanek, Donald	Technology and Applied Sciences	Assistant Professor	$1,407.00	State	8/15/14 – 12/16/14	N/A	Directed Study; ITE 309-60 (3 cr hr)	N/A
Carrigg, Maureen	Communication Arts	Associate Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Directed Study; CNA 379-60 (3 cr hr)	N/A
Christensen, Douglas	Life Sciences	Professor	$845.00	State	8/15/14 – 12/16/14	N/A	Independent Study; BIO 395-31 (3 cr hr), BIO 395-33 (3 cr hr), BIO 499-30 (3 cr hr)	N/A
Clark, Sally	Physical Sciences and Mathematics	Assistant Professor	$563.00	State	8/15/14 – 12/16/14	N/A	Directed Study; MAT 305-60 (3 cr hr)	N/A

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: Wayne State College
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Ranked Faculty (Other)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Conley, Donovan	Health, Human Performance and Sport	Professor	$358.00	State	8/15/14 – 12/16/14	N/A	Independent Study; PED 695-31 (3 cr hr)	N/A
Conway, Kathleen	Counseling	Professor	$715.00	State	8/15/14 – 12/16/14	N/A	Directed Study; CSL 670-60 (3 cr hr)	N/A
Curnyn, Molly	Computer Technology and Information Systems	Assistant Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Directed Study; CSC 465-60 (3 cr hr)	N/A
Dalal, Meenakshi	Business and Economics	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; ECO 499-30 (3 cr hr)	N/A
Davis, Adam	Physical Sciences and Mathematics	Associate Professor	$376.00	State	8/15/14 – 12/16/14	N/A	Directed Study; PHY 115-60 (2 cr hr)	N/A
Dendinger, Laura	Business and Economics	Professor	$141.00	State	8/15/14 – 12/16/14	N/A	Independent Study; BUS 499-30 (1.5 cr hr) – team taught	N/A
Dilliard, Kelly	Business and Economics	Professor	$141.00	State	8/15/14 – 12/16/14	N/A	Independent Study; BUS 499-30 (1.5 cr hr) – team taught	N/A
Ettel, Mary	Physical Sciences and Mathematics	Professor	$1,126.00	State	8/15/14 – 12/16/14	N/A	Directed Study; CHE 390-60 (3 cr hr)	N/A
Fox, Kristi	Health, Human Performance and Sport	Associate Professor	$996.00	State	8/15/14 – 12/16/14	N/A	Independent/ Directed Study; PED 130-60 (3 cr hr), PED 695-30 (3 cr hr), PED 699-30 (3 cr hr)	N/A
Franklin, Laura	Educational Foundations and Leadership	Assistant Professor	$563.00	State	8/15/14 – 12/16/14	N/A	Directed Study; SPD 361-61 (3 cr hr)	N/A

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: Wayne State College
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Ranked Faculty (Other)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Garden, Randa	Communication Arts	Associate Professor	$563.00	State	8/15/14 – 12/16/14	N/A	Independent Study; CNA 395-30 (3 cr hr), CNA 499-30 (3 cr hr)	N/A
Garden, Randa	Life Sciences	Associate Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; BIO 395-32 (3 cr hr)	N/A
Garvin, Timothy	Computer Technology and Information Systems	Professor	$639.00	State	8/15/14 – 12/16/14	N/A	Independent/ Directed Study; CIS 477-60 (3 cr hr), CSC 695-30 (3 cr hr)	N/A
Geisert, Cameron	Health, Human Performance and Sport	Associate Professor	$563.00	State	8/15/14 – 12/16/14	N/A	Directed Study; PED 410-60 (3 cr hr), PED 485-60 (3 cr hr)	N/A
Greene, Todd	Sociology, Psychology and Criminal Justice	Associate Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; SOC 395-30 (3 cr hr)	N/A
Haakenson, Matthew	Music	Assistant Professor	$188.00	State	8/15/14 – 12/16/14	N/A	Directed Study; MUS 302-60 (2 cr hr)	N/A
Hansen, Pearl	Art and Design	Professor	$6,867.00	State	8/15/14 – 12/16/14	N/A	Overload; ART 325-01 (3 cr hr), ART 315-01 (.86 cr hr)	N/A
Hansen, Pearl	Art and Design	Professor	$845.00	State	8/15/14 – 12/16/14	N/A	Directed Study; ART 321-60 (3 cr hr), ART 440-60 (3 cr hr)	N/A

Attachment: WSC Personnel Report January 2015 (1436 : Reports of Personnel Actions)

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: Wayne State College
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Ranked Faculty
(Other)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Harms, Sally	Educational Foundations and Leadership	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; EDU 499-31 (3 cr hr)	N/A
Hill, Kevin	Health, Human Performance and Sport	Associate Professor	$921.00	State	8/15/14 – 12/16/14	N/a	Independent/ Directed Study; PED 106-60 (1 cr hr), PED 229-60 (1 cr hr), PED 346-60 (3 cr hr), PED 695-32 (3 cr hr)	N/A
Hurner, Casey	Educational Foundations and Leadership	Assistant Professor	$563.00	State	8/15/14 – 12/16/14	N/A	Directed Study; SPD 361-60 (3 cr hr)	N/A
Kietzmann, Glenn	Life Sciences	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; BIO 395-34 (3 cr hr)	N/A
Knezevic, Brandis	Counseling	Assistant Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Directed Study; CSL 447-60 (3 cr hr)	N/A
Kohlbeck, Karl	Music	Assistant Professor	$5,561.00	State	8/15/14 – 12/16/14	N/A	Overload; MUS 401-01 (3 cr hr), MUS 119-01 (1.66 cr hr), MUS 173-01 (1.22 cr hr).	N/A
Kohlbeck, Karl	Music	Assistant Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; MUS 499-30 (3 cr hr)	N/A
Langlie-Willers, Pamela	Educational Foundations and Leadership	Associate Professor	$715.00	State	8/15/14 – 12/16/14	N/A	Directed Study; EDU 632-60 (3 cr hr)	N/A
Leeper, Mark	History, Politics and Geography	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; POS 395-31 (3 cr hr)	N/A
Lindberg, Judith	Technology and Applied Sciences	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Directed Study; FCS 312-60 (3 cr hr)	N/A

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
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Ranked Faculty
(Other)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Loggins, Ronald	Life Sciences	Associate Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; BIO 499-31 (3 cr hr)	N/A
Marcellus, Stephanie	Language and Literature	Assistant Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Directed Study; ENG 403-60 (3 cr hr)	N/A
McElwain, David	Communication Arts	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Directed Study; CNA 471-60 (3 cr hr)	N/A
Meyer, Jeffrey	Health, Human Performance and Sport	Instructor	$921.00	State	8/15/14 – 12/16/14	N/A	Independent/ Directed Study; PED 450-60 (3 cr hr), PED 499-30 (3 cr hr), PED 605-60 (3 cr hr)	N/A
Murphy, Richard	Communication Arts	Assistant Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; CNA 499-32 (3 cr hr)	N/A
Nelson, Jeryl	Business and Economics	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Directed Study; BUS 424-60 (3 cr hr)	N/A
Nicholson, Lori	Computer Technology and Information Systems	Associate Professor	$1,689.00	State	8/15/14 – 12/16/14	N/A	Independent and Directed Study; CSC 499-30 (3 cr hr), CSC 365-60 (3 cr hr)	N/A
Ossian, James	Educational Foundations and Leadership	Professor	$358.00	State	8/15/14 – 12/16/14	N/A	Directed Study; EDU 655-60 (3 cr hr)	N/A
Piersanti, Joshua	Art and Design	Assistant Professor	$2,838.00	State	8/15/14 – 12/16/14	N/A	Overload; ART 440-01 (3 cr hr)	N/A
Piersanti, Joshua	Art and Design	Assistant Professor	$563.00	State	8/15/14 – 12/16/14	N/A	Independent Study; ART 395-30 (3 cr hr), ART 395-31 (3 cr hr)	N/A

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
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Ranked Faculty (Other)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Ras, Gerard	Business and Economics	Associate Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; BUS 499-31 (3 cr hr)	N/A
Ronnow, Gretchen	Language and Literature	Professor	$1,072.00	State	8/15/14 – 12/16/14	N/A	Independent/ Directed Study; ENG 600-60 (1 cr hr), ENG 600-61 (1 cr hr), ENG 600-62 (1 cr hr), ENG 699-30 (6 cr hr)	N/A
Rudin, Catherine	Language and Literature	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Directed Study; ENG 425-60 (3 cr hr)	N/A
Snowden, Monica	Sociology, Psychology and Criminal Justice	Professor	$563.00	State	8/15/14 – 12/16/14	N/A	Independent Study; SOC 499-30 (3 cr hr), SOC 499-31 (3 cr hr)	N/A
Walker, Karen	Sociology, Psychology and Criminal Justice	Professor	$1,126.00	State	8/15/14 – 12/16/14	N/A	Independent Study; PSY 395-30 (3 cr hr), PSY 499-30 (3 cr hr), PSY 499-31 (3 cr hr), PSY 499-32 (3 cr hr)	N/A
Whitt, Deborah	Communication Arts	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; CNA 499-31 (3 cr hr)	N/A
Whitt, Deborah	Physical Sciences and Mathematics	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; CHE 499-30 (3 cr hr)	N/A
Whitt, Ronald	Communication Arts	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Independent Study; CNA 395-31 (3 cr hr)	N/A
Young, Todd	Physical Sciences and Mathematics	Professor	$282.00	State	8/15/14 – 12/16/14	N/A	Directed Study; PHY 465-60 (3 cr hr)	N/A
Zardenata, Gustavo	Physical Sciences and Mathematics/Life Sciences	Associate Professor	$563.00	State	8/15/14 – 12/16/14	N/A	Independent Study; BIO 395-30 (3 cr hr), CHE 395-30 (3 cr hr)	N/A

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
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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
Begley, Brian	Communication Arts	N/A	$5,610.00 *[$2,310.00 + $3,300.00]*	State	8/14/14 – 12/16/14	N/A	Correction to 2014 November report; CNA T220/T420 (3 cr hr); up to 220 hours at $15/hour	Special
Begley, Brian	Communication Arts	N/A	$1,126.00	State	8/14/14 – 12/16/14	N/A	Directed Study; CNA 232-60 (3 cr hr)	Special
Brookhauser, Ashley	Health, Human Performance and Sport	N/A	$770.00	State	1/12/15 – 5/13/15	N/A	PED 220-03 (1 cr hr)	Special
Browning, Patricia	Sociology, Psychology and Criminal Justice	N/A	$4,620.00	State	1/12/15 – 5/13/15	N/A	PSY 230-02 (3 cr hr), PSY 230-03 (3 cr hr)	Special
Businga, Penny	Continuing Education	N/A	$2,310.00	State	9/13/14 – 12/16/14	N/A	EDU 515-80 (3 cr hr)	Special
Jeffries, Curt	Music	N/A	$563.00	State	8/15/14 – 12/16/14	N/A	Directed Study; MUS 178-60 (1 cr hr)	Special
Jessen, Carol	Continuing Education	N/A	$2,640.00	State	10/13/14 – 6/12/15	N/A	EDU 568-82 (3 cr hr), prorated; EDU 568-83 (3 cr hr), prorated	Special
Karlen, Jean	Sociology, Psychology and Criminal Justice	N/A	$2,310.00	State	1/12/15 – 5/13/15	N/A	SOC 415-01 (3 cr hr)	Special
Machacek, Darlene	Physical Sciences and Mathematics	N/A	$4,620.00	State	1/12/15 – 5/13/15	N/A	MAT 121-01 (3 cr hr), MAT 121-02 (3 cr hr)	Special
Magnuson, Grant	Continuing Education	N/A	$1,980.00	State	10/15/14 – 12/16/14	N/A	ITE 510-W0 (3 cr hr), prorated	Special
Parker, Karen	Computer Technology and Information Systems	N/A	$770.00	State	11/4/14 – 12/9/14	N/A	CIS 231-02 (1 cr hr)	Special
Rusk, Sarah	Computer Technology and Information Systems	N/A	$282.00	State	10/30/14 – 12/16/14	N/A	Directed Study; CIS 231-60 (1 cr hr)	Special

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: Wayne State College
MEETING DATE: January 21, 2015

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
Tucker, Anne	Continuing Education	N/A	$770.00	State	10/15/14 – 12/16/14	N/A	EDU 457/557-W2 (1 cr hr)	Special
Von Glan, Leroy	Art and Design	N/A	$282.00	State	8/15/14 – 12/16/14	N/A	Directed Study; ART 251-60 (3 cr hr)	Special
Wyffels, Stephanie	Health, Human Performance and Sport	N/A	$4,620.00	State	1/12/15 – 5/13/15	N/A	PED 105-02 (3 cr hr), PED 487-H0 (3 cr hr)	Special
Zavadil, Dennis	Physical Sciences and Mathematics	N/A	$4,620.00	State	1/12/15 – 5/13/15	N/A	MAT 110-04 (3 cr hr), MAT 105-03 (3 cr hr)	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
Aldrich, Michael	Football Defensive Coordinator	N/A	$2,913.97	State	6/23/14 – 7/1/14	N/A	2014 Summer Camp	Special
Barnes, Alecia	Sign Language Interpreter	N/A	$ 40,000.00; prorated $19,232.00	State	1/5/15 – 6/30/15	.75	New appointment	Special
Bottjen, Nicole	Assistant Director-Residence Life	N/A	$26,642.00; prorated $14,311.00	Revenue Bond	12/17/14 – 6/30/15	.875	New appointment, replaced Ryan Peterson	Special
DePew, Kim	Assistant Coach	N/A	$8,622.72	State	6/2/14 – 7/11/14	N/A	2014 Summer Camp	Special
Kielsmeier, Kelly	Assistant Coach	N/A	$3,026.73	State	5/28/14 – 6/25/14	N/A	2014 Summer Camp	Special
McLaughlin, Scott	Assistant Coach	N/A	$3,884.48	State	6/23/14 – 7/1/14	N/A	2014 Summer Camp	Special
McMenamin, John	Football Offensive Coordinator	N/A	$2,913.77	State	6/23/14 – 7/1/14	N/A	2014 Summer Camp	Special
Putz, Brett	Assistant Coach	N/A	$3,020.05	State	6/1/14 – 8/2/14	N/A	2014 Summer Camp	Special
Quance, Marilyn	Librarian – Technical Support	N/A	$2,310.00	State	8/18/14 – 12/16/14	N/A	IDS 120-W0 (2 cr hr), IDS 368-W0 (1 cr hr)	Special

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: Wayne State College
MEETING DATE: January 21, 2015

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
Cliff, Tom	Head Coach	N/A	$282.00	State	8/15/14 – 12/16/14	N/A	Directed Study; PED 318-60 (3 cr hr)	Special
Dolan, Brian	Head Coach	N/A	$2,810.64	State	6/2/14 – 7/11/14	N/A	2014 Summer Camp	Special
Frye, Curt	President	N/A	$182,714.00	State	8/1/10 – 6/30/15	N/A	Retirement	N/A
Kielsmeier, Chris	Head Coach	N/A	$4,538.11	State	5/28/14 – 6/25/14	N/A	2014 Summer Camp	Special
Kneifl, Scott	Head Coach	N/A	$12,931.16	State	6/2/14 – 7/11/14	N/A	2014 Summer Camp	Special
Koch, Alex	Head Coach	N/A	$845.00	State	8/15/14 – 12/16/14	N/A	Directed Study; PED 315-60 (3 cr hr)	Special

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
Kassmeier, Megan	Graduate Assistant	N/A	$5,000.00 + 18 hours tuition waiver	State	8/14/14 - 11/6/14	N/A	Resignation	N/A

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: Wayne State College
MEETING DATE: January 21, 2015

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
Armendariz, Leticia	Custodian	N/A	$2,217.17/mo.	Revenue Bond	5/7/14 – 9/30/14	N/A	Discharge	N/A
Cooper, John	Custodian	N/A	$1,789.67/mo.	Revenue Bond	10/20/14	1.0	New hire, replaced Leticia Armendariz	Probationary
Flores, Patricia	Accounting Clerk III	N/A	$2,299.58/mo.	State	11/19/14	1.0	New hire, replaced Corrine Reifenrath	Probationary
Foote, Dan	Security Officer II	N/A	$1,666.60/mo.	State/ Revenue Bond	11/4/14	.75	New hire, replaced Chad Jensen	Probationary
Foote, Tyler	Maintenance Repair Worker III	N/A	$2,307.07/mo.	State	10/27/14	1.0	New hire, replaced Gerald Kennedy	Probationary
Jensen, Jason	Maintenance Repair Worker III	N/A	$2,579.20/mo.	State	10/1/14	1.0	New hire	Probationary
Meyer, Nancy	Accounting Clerk II	N/A	$2,973.33/mo.	State	7/22/82 – 5/15/15	N/A	Retirement	N/A
Weekley, Amy	Office Assistant II	N/A	$1, 859.87	State	11/17/14	1.0	New hire, replaced Karla Jensen	Probationary

Non-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
Furlich, Amanda	Office Assistant III	N/A	$2,209.75/mo.	State	11/1/14	1.0	Permanent FTE increase from .875	N/A

Attachment: WSC Personnel Report January 2015 (1436 : Reports of Personnel Actions)

ITEMS FOR INFORMATION AND DISCUSSION\ACADEMIC AND PERSONNEL

January 21, 2015

INFORMATION ONLY: **Foundation Employee Compensation Report**

The employee compensation report from the Peru State College Foundation is provided to the Board for information.

ATTACHMENTS:

- PSC Foundation Staff Salaries (PDF)

Peru State College

Employee Name	Rank or Position Title	FTE	2013-14 Salary Base	Salary Increase		2014-15 Total Annual	NOTES
Foundation							
DeBilzan, Promise	Administrative Assistant	1.00	30,200.00	3,020.00		33,220.00	title change
Fettig, John	Sr. Advancement Officer	0.75	68,850.00	0.00		68,850.00	
Jewell, Rebecca	Advancement Officer	1.00	64,000.00	3200		67,200.00	
Simpson, Richard Todd	Executive Director	1.00	134,000.00	0.00		134,000.00	
Wessel, Kara	Alumni Relations Associate	1.00	0.00	0.00		28,000.00	new hire

ITEMS FOR INFORMATION AND DISCUSSION\STUDENT AFFAIRS, MARKETING, AND ENROLLMENT

January 21, 2015

INFORMATION ONLY: **Senator's Reception Reminder**

The Senator's Reception will be held Tuesday, January 20, 2015 from 4:00-7:00 p.m. at the Ferguson Center.

ITEMS FOR INFORMATION AND DISCUSSION\STUDENT AFFAIRS, MARKETING, AND ENROLLMENT

January 21, 2015

INFORMATION ONLY: **Scholarship Luncheon**

The sixth annual Nebraska State College System (NSCS) Scholarship Luncheon will be held Friday, April 16, 2015 from noon-1:30 p.m. at Hillcrest Country Club in Lincoln. Please mark your calendars.

Invitees include the 2015-16 Board of Trustees scholars and their parents, Governor's Opportunity Award recipients and their parents, as well as Nebraska's state senators, NSCS Board of Trustees, college presidents, admissions and marketing staff from the Colleges, and System Office staff. Discussion continues regarding who will be invited to serve as the keynote speaker.

ITEMS FOR INFORMATION AND DISCUSSION\STUDENT AFFAIRS, MARKETING, AND ENROLLMENT

January 21, 2015

INFORMATION ONLY: **Fall Enrollment Reports**

The fall enrollment reports from each of the Colleges are provided to the Board for information.

	2013 FTE Enrollment	2014 FTE Enrollment	Percent Change	2013 Headcount	2014 Headcount	Percent Change
Chadron	2,248	2,228	-0.88%	3,068	3,036	-1.00%
Peru	1,560	1,584	1.53%	2,422	2,499	3.00
Wayne	2,951	2,915	-1.22%	3,513	3,482	-1.00%
System Total	6,759	6,727	-0.47%	9,003	9,017	0.16%

	% of Full-Time Students (Headcount)	% of Undergraduate Students (Headcount)	% of On-Campus Students (Headcount)	% of Resident Students (Headcount)
Chadron	64%	81%	58%	58%
Peru	50%	88%	36%	77%
Wayne	81%	85%	82%	86%
2014 System Totals	66%	85%	61%	74%
2013 System Totals	66%	84%	62%	74%

ATTACHMENTS:

- CSC Fall Enrollment Report (PDF)
- PSC Fall Enrollment Report (PDF)
- WSC Fall Enrollment Report (PDF)

END OF TERM ENROLLMENT REPORT*
CHADRON STATE COLLEGE
TERM: Fall 2014

Type of Instruction	Headcount 2013	Headcount 2014	Percent Change	Full Time	Part Time	FTE 2013	FTE 2014
Lower Division	1,293	1,332	3%	1,018	314	1,001	1,067
Upper Division	1,150	1,131	-2%	811	320	961	907
Graduate Division	625	573	-8%	101	472	286	254
TOTALS	3,068	3,036	-1%	1,930	1,106	2,248	2,228
						Change in FTE	Percent Change
						-20	-0.88%

Class Location	Headcount 2013	Headcount 2014	Percent Change	Full Time	Part Time	FTE 2013	FTE 2014
On-Campus Students							
Undergrads	1,625	1,733	7%	1,625	108	1,565	1,631
Graduates	46	33	-28%	11	22	21	17
TOTALS	1,671	1,766	6%	1,636	130	1,586	1,648
Off-Campus Students							
Undergrads	818	730	-11%	204	526	397	343
Graduates	579	540	-7%	90	450	265	237
TOTALS	1,397	1,270	-9%	294	976	663	580

Resident Status	Headcount 2013	Headcount 2014	Percent Change	Full Time	Part Time	FTE 2013	FTE 2014
Resident Students							
Undergrads	1,559	1,484	-5%	1,033	451	1,190	1,132
Graduates	293	273	-7%	42	231	131	113
TOTALS	1,852	1,757	-5%	1,075	682	1,321	1,245
Non-Resident Students							
Undergrads	884	979	11%	796	183	772	842
Graduates	332	300	-10%	59	241	156	141
TOTALS	1,216	1,279	5%	855	424	928	983

*with Ws

Oct. 13, 1978
Revised: Dec. 1982; Dec. 1990; May 1997; Aug. 2002

Attachment: CSC Fall Enrollment Report (1418 : Fall Enrollment Reports)

END OF TERM ENROLLMENT REPORT
PERU STATE COLLEGE
TERM: 2014 FALL

Type of Instruction	Headcount 2013	Headcount 2014	Percent Change	Full Time	Part Time	FTE 2013	FTE 2014
Lower Division	1,247	1,334	7%	621	713	725	778
Upper Division	911	855	-6%	567	288	701	650
Graduate Division	264	310	17%	65	245	135	156
TOTALS	2,422	2,499	3%	1,253	1,246	1,560	1,584
						Change in FTE	Percent Change
						24	1.53%

Class Location	Headcount 2013	Headcount 2014	Percent Change	Full Time	Part Time	FTE 2013	FTE 2014
On-Campus Students							
Undergrads	886	909	3%	862	47	829	724
Graduates	0	0	0%	0	0	0	0
TOTALS	886	909	3%	862	47	829	724
Off-Campus Students							
Undergrads	1,272	1,280	1%	326	954	597	703
Graduates	264	310	17%	65	245	135	157
TOTALS	1,536	1,590	4%	391	1,199	732	860

Resident Status	Headcount 2013	Headcount 2014	Percent Change	Full Time	Part Time	FTE 2013	FTE 2014
Resident Students							
Undergrads	1,659	1,708	3%	850	858	1,033	1,056
Graduates	186	222	19%	50	172	95	113
TOTALS	1,845	1,930	5%	900	1,030	1,128	1,169
Non-Resident Students							
Undergrads	499	481	-4%	339	142	393	368
Graduates	78	88	13%	18	70	40	46
TOTALS	577	569	-1%	357	212	432	415

*Totaling errors may occur as a result of rounding

END OF TERM ENROLLMENT REPORT
WAYNE STATE COLLEGE
TERM: 2014 FALL

Type of Instruction	Headcount 2013	Headcount 2014	Percent Change	Full Time	Part Time	FTE 2013	FTE 2014
Lower Division	1,530	1,556	2%	1,437	119	1,404	1,408
Upper Division	1,463	1,416	-3%	1,253	163	1,325	1,279
Graduate Division	520	510	-2%	122	388	222	228
TOTALS	3,513	3,482	-1%	2,812	670	2,951	2,915
						Change in FTE	Percent Change
						-36	-1.22%

Class Location*	Headcount 2013	Headcount 2014	Percent Change	Full Time	Part Time	FTE 2013	FTE 2014
On-Campus Students							
Undergrads	2,848	2,793	-2%	2,656	137	2,676	2,616
Graduates	83	73	-12%	27	46	44	42
TOTALS	2,931	2,866	-2%	2,683	183	2,720	2,658
Off-Campus Students							
Undergrads	145	179	23%	34	145	53	71
Graduates	437	437	0%	95	342	178	186
TOTALS	582	616	6%	129	487	231	257

**Adjustments made to Fall 2013 data. Dual Credit students moved from On-Campus to Off-Campus.*

Resident Status	Headcount 2013	Headcount 2014	Percent Change	Full Time	Part Time	FTE 2013	FTE 2014
Resident Students							
Undergrads	2,627	2,625	0%	2,370	255	2,390	2,370
Graduates	361	373	3%	82	291	142	162
TOTALS	2,988	2,998	0%	2,452	546	2,532	2,532
Non-Resident Students							
Undergrads	366	347	-5%	320	27	339	317
Graduates	159	137	-14%	40	97	80	66
TOTALS	525	484	-8%	360	124	419	383

NOTE: Beginning in Fall 2012, Undergrad/Grad breakdowns now follow IPEDS definitions where students who have already earned a bachelor's degree but are taking undergraduate courses for credit are included as undergraduates. In past years, all Post-baccs were counted as Graduates.

Oct. 13, 1978
Revised: Dec. 1982; Dec. 1990; May 1997; Aug. 2002

ITEMS FOR INFORMATION AND DISCUSSION\FISCAL, FACILITIES, AND AUDIT

January 21, 2015

INFORMATION ONLY: **Grant Applications and Awards for Information**

The following grant applications and awards are provided to the Board for information.

Wayne State Application

- Improving Social Studies Instruction Using the *Student Atlas of Nebraska* (Coordinating Commission for Postsecondary Education Improving Teacher Quality: State Grant Program) -- $12,300

Wayne State Award

- Nebraska Research Network in Functional Genomics (National Institutes of Health through the University of Nebraska Medical Center) -- $40,750

ATTACHMENTS:

- WSC Grant Application Improving Social Studies Instruction (PDF)
- WSC Grant Award INBRE Bridge (PDF)

NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Wayne State College		Date: January 21, 2015	
Notice of Intent	Application: X	Accept Award:	
Name of Program: Improving Social Studies Instruction Using the *Student Atlas of Nebraska*			
Funding Source: Coordinating Commission for Post Secondary Education Improving Teacher Quality: State Grant Program			
Amount Requested: $12,300	Amount Awarded:	Funding Period: 02/02/15-08/15/16	
Closing Date for Application Submission: Nov 14, 2014			
When reporting Grant Award-- Has Grant Application been approved by the Board?		Date Approved:	
Does this grant include **Indirect Cost Funds** for the College's use?		Yes:	No: X
Will this grant require **State Matching Funds**?		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 **In-Kind Funds**?		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.			
Is **State Maintenance of Effort** or **Future Fiscal Responsibility** 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: 0.0	
How many of these are new positions?		New FTE: 0.0	
Briefly describe the purpose(s) of this application/award: This proposal requests funding for five workshops at five different ESU's during June 2015 to train 4th grade teachers how to use the *Student Atlas of Nebraska* for lessons on the history, geography, government and economy of Nebraska. Five more workshops will be presented during June 2016 with different teachers. Each participant will receive free copies of the *Student Atlas of Nebraska* to use in their classrooms. A Humanities Nebraska grant provided the funding to print these copies of the *Student Atlas of Nebraska* and Geographic Educators of Nebraska (GEON) will provide the lunches for the teachers attending these workshops.			
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. Randy Bertolas, Professor - History, Politics and Geography Department			
Administrator responsible for approving the application: Ms. Angie Fredrickson, Vice President Administration and Finance			

NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Wayne State College		Date: January 21, 2015	
Notice of Intent	Application:	Accept Award: X	
Name of Program: Nebraska Research Network in Functional Genomics			
Funding Source: National Institutes of Health through the University of Nebraska Medical Center			
Amount Requested: $51,250	Amount Awarded: $40,750	Funding Period: 09/01/14-08/31/15	
Closing Date for Application Submission:			
When reporting Grant Award-- Has Grant Application been approved by the Board? No		Date Approved:	
Does this grant include **Indirect Cost Funds** for the College's use?		Yes: X	No:
Will this grant require **State Matching Funds**?		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 **In-Kind Funds**?		Yes:	No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):			
Is **State Maintenance of Effort** or **Future Fiscal Responsibility** required?		Yes:	No: X
Are there restrictions imposed by regulation on claiming indirect costs?		Yes: X	No:
How many FTE positions will the grant fund?		FTE: 0.10	
How many of these are new positions?		New FTE: 0.00	
Briefly describe the purpose(s) of this application/award: This award extension of the fifth year of a five-year grant by the University of Nebraska Medical Center for the Nebraska INBRE Project, of which Wayne State College is a participant, is designed to train undergraduate students each year in research. It provides funding for student wages and a summer housing stipend as well as basic laboratory supplies. The award will also cover mileage for the faculty member to attend Steering Committee meetings and the annual NAS meeting and for 0.9 academic month a year salary and benefits to coordinate budget, communication and administrative tasks with UNMC and oversee student scholars at WSC. The project goal is to enhance the competitive biomedical research capability throughout the State of Nebraska through collaboration among the state's institutions of higher education.			
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: This award extends the project period for the IDEA Networks of Biomedical Research Excellence grant of 2013-14 until August 31, 2015.			
Has this grant application been previously denied?		Yes:	No:
If yes, please state the reason:			
Person responsible for the preparation of the application: Dr. Shawn Pearcy, Professor, Life Sciences Department			
Administrator responsible for approving the application: Ms. Angie Fredrickson, Vice President of Administration and Finance			

ITEMS FOR INFORMATION AND DISCUSSION\FISCAL, FACILITIES, AND AUDIT

January 21, 2015

INFORMATION ONLY: **Contracts and Change Orders for Information**

Chadron Contracts

- Market Development Office (recruitment of international students) - not to exceed 10% of out-of-state tuition (18 contracts)
- Nelson Physical Activities Center (steam piping replacement) -- $13,228
- Memorial Hall (play guitar for rehearsals and performances of 'Big River') -- $150
- Memorial Hall (play guitar for rehearsals and performances of 'Big River') -- $100
- Memorial Hall (play percussion for rehearsals and performances of 'Big River') -- $250
- Memorial Hall (play fiddle for rehearsals and performances of 'Big River') -- $250
- Memorial Hall (install acoustical band shell) -- $101,433
- Armstrong Gym (officiating basketball game) -- $100
- Chadron Fairgrounds (provide livestock for CSC rodeo) -- $6,150
- Armstrong Event Center (basketball official) -- $100
- Burkhiser Complex (replace piping) -- $2,723
- Student Center (replace condensate piping) -- $10,466
- Rapid City Civic Center (sponsor rush hockey game - marketing ad) -- $5,000
- Student Center (conference speaker) -- $112
- Student Center (conference speaker) -- $546
- Memorial Hall (comedy show and presentation to class) -- $6,000 plus lodging
- Student Center (presentation at campus conference) -- $117.60
- Memorial Hall (art exhibit) -- $1,500
- Student Center (cut hair for the cut-a-thon donation) -- $21/head with 30 max
- Sandoz Center (graves lecture and class presentations) -- $3,600
- President's Office (training/consulting) -- $2,500
- Nelson Physical Activities Center (wrestling official) -- $150/session, $45/day meal per diem, mileage .50/mile (500 miles max)
- Chicoine Event Center (officiate basketball scrimmage) -- $100
- Student Center (workshop on entrepreneur and leadership) -- $1,400
- Student Center (presenters to social work classes) -- $140
- Memorial Hall (speaker for class) -- $500 plus travel expenses
- Crites Hall (subscription - Student Health 101) -- $700 set-up fee plus $3,700 annually
- Student Center Gold Room (finals week stress relief massages) -- $315
- King Library (office renovation) -- $5,811

Chadron Change Order

- Rangeland Center (#2 deduct) - ($14,128.03)

Peru Contracts

- Little Red School House (evaporator, heat pump pad and insulated line set, thermostat and startups) -- $5,195

- Campus Buildings (environmental consulting, testing and remediation) -- $75/hour, plus mileage and $20-$170 per sample
- Student Center (kitchen ceiling repairs) -- $650
- Campus (marketing/advertising - front cover ad and inside for calendar) -- $160
- AWAC (providing choreography services for Cheerleaders) -- $1,700
- CATS Building (counseling supervisor for Jamie Eberly) -- $75/hour billed monthly
- Campus (marketing/advertising - PSC Football Coaches Show) -- $300
- President's House (construction of patio and sidewalks) -- $800
- Campus (marketing/advertising - monthly digital press clipping service) -- $85/month
- Campus (marketing/advertising - monthly magazine advertisement) - $7,580
- Campus (marketing/advertising - news release distribution to all Nebraska media outlets) -- $306.75
- Campus/Oak Bowl (2-4 passenger gas powered golf carts for Homecoming) -- $350
- Theatre (clinician for PSC show choir) -- $200
- Campus (marketing/advertising - Applejack Special Edition full page color ad) -- $645
- Student Center (texture and paint walls in Burr Oak and Sherwood Rooms) -- $1,400
- Campus (homecoming activities) -- $2,903.71
- Campus (homecoming activities) -- $2,325
- Campus (homecoming activities) -- $649
- Campus (homecoming activities) -- $1,500
- Campus (homecoming activities) -- $1,150
- Campus (homecoming activities) -- $2,320
- Theatre (distinguished speaker - Feb. 2015) -- $18,500
- President's House (furnish and install garage door) -- $800
- Library (Ebrary Academic complete renewal) -- $4,338
- Library (book lease subscription) -- $1,954.80
- Library (journal online services finder renewal) -- $1,500
- TJ Majors (College 101 guest speaker) -- $250
- Campus (shuttle patrons before and after football game to vehicles/ribbon cutting) -- $280.58
- Campus (shuttle patrons before and after football game to vehicles/homecoming) -- $280.58
- Delzell Hall (replace stairs next to Delzell basketball court) -- $6,800
- AWAC (touch-up exterior eastside) -- $835
- Oak Bowl (turf maintenance) -- $39,000
- Campus (marketing/advertising) -- $300
- Campus (marketing/advertising) -- $1,125
- Student Center (karaoke lunch) -- $250
- TJ Majors (HVAC building upgrade) -- $2,797,671

Peru Change Order

- Administration (#1 extending end date to 12/31/14) -- payment #1 $2,400 and payment #2 $2,400

Wayne Contracts

- Campus Grounds (install irrigation) -- $4,955
- Berry Hall (renovate kitchen) -- $10,528

- Campus Entrance (replace face in campus directory) -- $1,552.92
- Humanities Building (provide and install new blinds) -- $1,000
- Recreation Center (sand and refinish racquetball court #3 floor) -- $2,500
- Peterson Fine Arts (abatement and disposal of materials) -- $5,360
- Peterson Fine Arts (renovate Room 12) -- $1,812
- Sports Stadium (remove and replace sidewalk) -- $6,830
- Lindahl Drive Project (design services) -- $159,410

Wayne Change Order

- U.S. Conn Library (#7 construction containment areas in attic) -- $1,700

NSCS Contracts

- NSCS System Office (disclosure compliance services) -- $2,000/year
- NSCS System Office (additional office space) -- $900/year
- NSCS System Office (WSC presidential search professional services) -- $66,000 plus expenses

ATTACHMENTS:

- CSC Contracts and Change Orders (PDF)
- PSC Contracts and Change Orders(PDF)
- WSC Contracts & Change Orders (PDF)
- NSCS Contracts and Change Orders (PDF)

CONTRACTS AND CHANGE ORDERS FOR INFORMATION ONLY

College: **Chadron State College**	Meeting Date: **January 21, 2015**

CONTRACTS – a) construction contracts for less than $100,000; b) architect/engineer fees of less than $40,000; c) consultant contracts for less than $50,000; and d) exempt contracts exceeding $50,000.

Location: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash Study Globe
Location: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash Education Abroad
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash International Education – Windon
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash Pacific Premiere Consulting Group, Co.
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	NPAC Steam piping replacement $13,228 Cash Rasmussen Mechanical
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Memorial Hall Play guitar for rehearsals and performances of ‘Big River’ $150 Cash Tanner Johns
Location: Contracted Work: Contract Amount: Fund Source: Contractor:	Memorial Hall Play guitar for rehearsals and performances of ‘Big River’ $100 Cash Tom Frear
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Memorial Hall Play percussion for rehearsals and performances of ‘Big River’ $250 Cash Dylan Putman
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Memorial Hall Play fiddle for rehearsals and performances of ‘Big River’ $250 Cash Shawn Delinger
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Memorial Hall Install acoustical band shell $101,433 (approval for Chancellor to sign at June Board Meeting) Cash Haggerty’s Audio Visual

Attachment: CSC Contracts and Change Orders (1406 : Contracts and Change Orders for Information)

CONTRACTS AND CHANGE ORDERS FOR INFORMATION ONLY

Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash Libra, Ltd.
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash Global Vision USA
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash ELL, Ltd.
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Armstrong Gym Officiating basketball game $100 Cash Craig Erdman
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Chadron Fairgrounds Provide livestock for CSC Rodeo $6,150 Cash Brett Gumb
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Armstrong Event Center Basketball Official $100 Cash Pete Moreno
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Armstrong Event Center Basketball Official $100 Cash Ron Luikens
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Burkhiser Comples Replace piping $2,723 Cash Midwestern Mechanical, Inc.
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Center Replace condensate piping $10,466 Cash Midwestern Mechanical, Inc.
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Rapid City Civic Center Sponsor Rush Hockey Game—Marketing Ad $5,000 Cash Rapid City Professional Hockey, LLC

CONTRACTS AND CHANGE ORDERS FOR INFORMATION ONLY

Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Center Conference Speaker $112 Cash Sarah Bernhardt
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Center Conference Speaker $546 Cash Shannon Black
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Memorial Hall Comedy Show and presentation to class $6,000 plus lodging Cash Rex Haven
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Center Presentation at campus conference $117.60 Cash CAPstone Child Advocacy Center
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Memorial Hall Art Exhibit $1,500 Cash Mid-America Arts Alliance
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Center Cut hair for the cut-a-thon donation $21/head with 30 max Cash April Blanford
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Sandoz Center Graves Lecture and Class Presentations $3,600 Cash Tim Slessor
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash Futurelink Visa Consultants, Ltd
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash G.R. Academic Exchange Programs
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash Interbridge
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash Center of International Programs “Globus”

CONTRACTS AND CHANGE ORDERS FOR INFORMATION ONLY

Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	President's Office Training/Consulting $2,500 Cash Bruce Johanson
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	NPAC Wrestling Official $150/session, $45/day meal per diem, mileage .50/mile (500 miles max) Cash Doug Hoops
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Chicoine Event Center Officiate Basketball scrimmage $100 Cash Alan Vantilburg
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Chicoine Event Center Officiate Basketball scrimmage $100 Cash Ron Luikens
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Chicoine Event Center Officiate Basketball scrimmage $100 Cash Craig Erlman
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash Educatius International
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash Alfa Education Services
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash Bradford Education Consultancy P.Ltd
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Center Workshop on Entrepreneur and Leadership $1,400 Cash DELTA (Dawes County Entrepreneur & Leadership Training Academy)
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Center Presenters to Social Work Classes $140 Cash Oglala Nation Tiospaye Resource & Advocacy Center
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Memorial Hall Speaker for Class $500 plus travel expenses Cash Doug Zbylut

Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Crites Hall Subscription—Student Health 101 $700 set-up fee plus $3,700 annually Cash College Health Services, LLC
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash Yes Atlas PTY, Ltd.
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash Rudra Overseas Consultants
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash Crown International Education
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Market Development Office Recruitment of International Students Not to exceed 10% of out-of-state tuition Cash Advisers Services Sarl
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Center Gold Room Finals Week Stress Relief Massages $315 Cash Heather Russell
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	King Library Office renovation $5,811 Cash Mac Construction

CONTRACTS AND CHANGE ORDERS <u>FOR INFORMATION ONLY</u>

CHANGE ORDERS – (including architect/engineer fees, construction contracts, equipment purchases and all other miscellaneous expenditures) which are less than $20,000.

Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Rangeland Center 2—deduct $14,128.03 deduct State Building Funds Sampson Construction
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Armstrong Event Center #4--deduct made up of subcontractor contingencies (154,193) Foundation Funds Adolfson and Peterson

Attachment: CSC Contracts and Change Orders (1406 : Contracts and Change Orders for 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.

Peru State College	
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Little Red School House Evaporator, heat pump pad & insulated line set, thermostat & startups. $5,195.00 Cash Funds Moran Plumbing & Heating
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Buildings Environmental Consulting, testing & remediation $75.00/ hr, plus mileage & $20-$170 per sample Cash Funds AMI Environmental
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Center Kitchen ceiling repairs $650.00 Revenue Bond Christiansen Painting
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Marketing/Advertising – Front Cover Ad & Inside for Calendar $160.00 Cash Funds Peru Kiwanis
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	AWAC Providing Choreography services for Cheerleaders $1,700.00 Trust Funds Jessie Duffield
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	CATS Counseling supervisor for Jamie Eberly $75.00 per hour/ billed monthly Cash Funds Sarah Spellbrink
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All Campus Marketing/Advertising – PSC Football Coaches Show $300.00 Cash Funds KNZA Radio
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	President's House Construction of patio and sidewalks $800.00 Cash Funds Pieters Construction
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Marketing/Advertising – monthly digital press clipping service $85.00 per month Cash Funds Universal Clipping Services
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Marketing/Advertising – monthly magazine advertisement $7,580.00 Cash Funds Nebraska State Education Association
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Marketing/Advertising- news release distribution to all Nebraska media outlets $306.75 Cash Funds The Link

Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All Campus/Oak Bowl 2 – 4 passenger gas powered golf carts for Homecoming $350.00 Cash Funds Nebraska Golf & Turf
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Theatre Clinician for PSC Show Choir $200.00 Cash Funds Joel Johnston
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Marketing/Advertising – Applejack Special Edition Full page color ad $645.00 Cash Funds Gatehouse Media
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Center Texture & Paint walls in Burr Oak & Sherwood Rooms $1,400.00 Contingency Maintenance Resolution 4-25-14 Line 1 Christiansen Painting
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Homecoming Activities $2,903.71 Trust Funds All-Star Inflatables & Games
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Homecoming Activities $2,325.00 Trust Funds Neon Entertainment
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Homecoming Activities $649.00 Trust Funds Photo Booth
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Homecoming Activities $1,500.00 Trust Fund The Smith Agency – Steve Stone Magician
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Homecoming Activities $1,150.00 Trust Fund The Smith Agency – Totally Tattoos
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Homecoming Activities $2,320.00 Trust Fund Everything but the Mime, Inc
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Theatre Distinguished Speaker – Feb. 2015 $18,500.00 Cash Funds Keppler – W. Kamau Bell
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	President's House Furnish & install garage door $800.00 Cash Funds Overhead Door Co.
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Library Ebrary Academic Complete Renewal $4,338.00 Cash Funds Nebraska Library Commission

Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Library Book lease subscription $1,954.80 Cash Funds Baker & Taylor, Inc.
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Library Journal online services finder renewal $1,500.00 Cash Funds WT Cox
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	TJ Major College 101 Guest Speaker $250.00 Cash Funds Julia Cook
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Shuttle patrons before and after football game to vehicles/Ribbon Cutting $280.58 Cash Funds Staffing Services
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Shuttle patrons before and after football game to vehicles/Homecoming $280.58 Cash Funds Staffing Services
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Delzell Hall Replace stairs next to Delzell Basketball court $6,800.00 Cash Funds Pieters Construction, Inc
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	AWAC Touch-up exterior eastside $835.00 Cash Funds Christiansen Painting
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Oak Bowl Turf maintenance $39,000.00 Cash Funds Sporturf Midwest
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Marketing/Advertising – Fall Sports Preview $300.00 Cash Funds Nemaha County Herald
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	All of Campus Marketing/Advertising – ad on inside cover SE NE Visitor Guide $1,125.00 Cash Funds Enterprise Publishing
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Center Karaoke Lunch $250.00 Trust Funds Music Linc
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	TJ Majors HVAC Building Upgrade $2,797,671.00 Capital Improvement Fee Cheever Construction

CHANGE ORDER – (including architect/engineer fees, construction contracts, equipment purchases and all other miscellaneous expenditures) which are equal to $40,000. If approval of change order is critical to project schedule, $40,000 to $80,000 range change orders may be approved by Chancellor and reported for ratification at next Board meeting.

Peru State College	
Location on Campus:	Administration
No. & Description:	PERU-G01/ extending end date to 12/31/2014
Change Order Amount:	Payment #1 $2,400 & Payment #2 $2,400
Fund Source:	Cash Funds
Contractor:	GoodTwin

College: Wayne State College	Meeting Date: January 21, 2015

Contracts – a) construction contracts for less than $100,000; b) architect/engineer fees of less than $40,000; c) consultant contracts for less than $50,000; and d) exempt contracts exceeding $50,000.

Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campus grounds Install irrigation $4,955.00 Trust Funds (Foundation) Claussen & Sons Irrigation, Carroll, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Berry Hall Renovate kitchen $10,528.00 Revenue Bond Christiansen Construction, Pender, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campus Entrance (Main St. & JGW Drive) Replace face in campus directory $1,552.92 Cash Love Signs, Inc., Norfolk, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Humanities Building Provide and install new blinds $1,000.00 Cash The Final Touch, Wayne, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Recreation Center Sand and refinish racquetball court #3 floor $2,500.00 Revenue Bond Great Plains Sports Flooring, Elkhorn, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Peterson Fine Arts Abatement & Disposal of materials $5,360.00 Cash Environmental Services, Inc., Norfolk, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Peterson Fine Arts Renovate Room 12 $1,812.00 Cash Christiansen Construction, Pender, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Sports Stadium Remove and replace sidewalk $6,830.00 Cash Radec Construction, Hartington, NE

Location on Campus:	Lindahl Drive Project
Contracted Work:	Design Services
Contract Amount:	$159,410
Fund Source:	Capital Improvement Fee
Contractor:	Bahr Vermeer Haecker Architects, Ltd., Lincoln, NE

CHANGE ORDERS -- (including architect/engineer fees, construction contracts, equipment purchases and all other miscellaneous expenditures) which are less than $20,000.	
Location on Campus:	U.S. Conn Library
Contracted Work:	Construction containment areas in attic (CO #7)
Contract Amount:	$1,700.00
Fund Source:	Cash
Contractor:	ABC Abatement Co., Omaha, NE

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.

Nebraska State College System	
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Nebraska State College System Disclosure compliance services $2,000/year Cash Funds Gilmore & Bell
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Nebraska State College System Office Additional Office Space $900/year Cash Funds Capital Park Office
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Nebraska State College System Office WSC Presidential Search Professional Services $66,000 plus expenses Cash Funds Storbeck/Pimentel & Associates

Chancellor's Report

Compliance and the Higher Education Opportunity Act

As many of you know, the Higher Education Opportunity Act (HEOA) was first signed into law by President Lyndon Johnson in 1965 as part of his Great Society campaign. At that time, it was known as the Higher Education Act and the law expanded the federal government's involvement in higher education. The HEOA is now up for its 10th reauthorization. The last reauthorization was in 2008.

Since the law's beginning, efforts at increasing college access and choice have been added through a variety of programs, e.g., the TRIO program (1968), Pell Grants (1972), the Parents PLUS loans (1980) and unsubsidized Stafford loans (1992). Following the 2008 reauthorization, federal aid doubled from the previous decade and federal grants exceeded $47 billion—an increase of 134 percent. While it is obvious students and institutions have benefited, the system that was designed to increase access and success in postsecondary education has become one mired in complicated regulations and compliance measures.

What follows is a snapshot of HEOA requirements that require regular monitoring and updating of the regulations. Colleges must also publish the requested information in order to remain accountable and transparent for students, parents, lawmakers, and other key stakeholders.

I am not advocating the elimination of these regulations--I am an advocate of accountability and transparency in higher education. What I am providing is a glimpse of HEOA as it relates to compliance in the areas of academics, admissions and copyrighted materials for students and faculty. All three, and a myriad of others that are not included in this report, require time-sensitive demands upon staff at the Colleges and System Office.

HEOA and Academic Programs:

Section 152 & 153 of HEOA: Colleges must disclose to enrolled and prospective students the following: transfer of credits policies, diversity statistics, retention rates, employment placement data, fire safety reports, a course schedule, and the International Standard Book Number (ISBN) of every required and recommended textbook and supplemental material and retail price information.

Section 486 of HEOA: All institutions must disclose information about any plans to improve the academic program to current and prospect students on an annual basis.

Section 206 of HEOA: Colleges must set goals for preparing teachers in shortage areas including math, science, special education and English Language Learning. Colleges must demonstrate that they are preparing general education teachers to teach children with special needs, preparing special education teachers in content areas, preparing teachers that will meet the needs of local education areas and the states where graduates are likely to teach, preparing teachers to meet the needs of K-12 schools, preparing teachers for urban and/or rural schools as applicable.

Section 112 of HEOA: Each institution must disclose on the school's internet the course schedule used for preregistration and registration purposes, the ISBN and retail price of required and recommended textbooks and supplemental materials for each course listed. If no ISBN is available, the institution may provide the textbook's author, title, publisher and copyright date. If the disclosure is not practical for a certain text, a designation of "to be determined" can be noted. Written course schedules should indicate where on the institution's web page this information will be posted.

The Colleges and the bookstores, operated by or affiliated with the Colleges, must make available as soon as practicable the most accurate information regarding: course schedules, information for required and/or recommended textbooks, supplemental materials, the number of students enrolled in each course, and the maximum student enrollment for each course.

HEOA encourages schools to disseminate information regarding book rentals, used textbooks, buyback programs, and alternative delivery programs and/or other cost saving strategies. The Colleges must also provide to the bookstores, upon request, the most accurate information regarding course schedules for the next academic period and, for each course offered along with the information described above, the number of students enrolled in such courses, and the maximum enrollment for each course.

HEOA and Admissions:

Section 488 of HEOA: The Colleges must provide each student, upon enrollment, with a "separate, clear, and conspicuous written notice" that provides information on the penalties associated with drug-related offenses.

HEOA and Copyright:

Sections 152 and 153 of HEOA: The Colleges are required to disseminate an annual disclosure statement to students about institutional policies and sanctions related to peer-to-peer file sharing. These disclosures must state that unauthorized distribution of copyrighted material, such as through peer-to-peer networks, may subject students to civil and criminal penalties. The disclosures must describe the penalties for violations and include the Colleges' policies on peer-to-peer file sharing. In addition, the College must certify it has developed plans to combat the unauthorized distribution of copyrighted material and will, to the extent practicable, offer alternatives to illegal downloading.

The HEOA requires that NSCS staff continually monitor federal regulations, state regulations and the enormous amount of materials produced by the Colleges to ensure that we comply with HEOA regulations. The Colleges must then submit a variety of reports in order to substantiate our compliance. While the NSCS is proud of having a "lean workforce," compliance demands are often overwhelming, making it difficult to meet the HEOA requirements along with the numerous other compliance obligations we face.

Presidents' Reports

Chadron State College
January 2015

Chadron State College is committed to bringing culturally enriching educational experiences to the campus community, the local community, and the panhandle of Nebraska that emphasize the value and importance of diversity. The Presidentially-Appointed Diversity Committee is responsible for coordinating and/or sponsoring many of the campus diversity events. However, all members of the campus community are encouraged to take an active role in promoting diversity-related events on and off campus.

The Diversity Committee is comprised of faculty, staff, and students. It is the responsibility of the Diversity Committee to promote educational opportunities that emphasize the value and worth of diversity. The committee meets regularly, at least once a month during the school year, to discuss and plan events. The committee also works with others on the campus to promote events which, if not created by the Diversity Committee, are supported and advertised by the committee.

To further the opportunity for diversity-related experiences, especially for students, the Student Activities Coordinator provides essential support for multicultural activities at Chadron State, as does the Campus Activity Board, which emphasizes student participation in the creation of events. One of the essential functions of the Student Activities Coordinator is to coordinate efforts and events that emphasize diversity awareness/appreciation. Along with the efforts of the Diversity Committee and the Campus Activity Board, the Student Activities Coordinator is instrumental in providing the students with life-enriching experiences that emphasize the value of living and learning on a campus rich with diversity.

Along with promoting appreciation of diversity in general, the Diversity Committee emphasizes and targets specific categories of diversity with designated months devoted to each:

Hispanic Heritage—September
Differently-Abled Awareness—October
LGBT Pride—October
Native American Heritage—November
Martin Luther King, Jr.—January
African American/Black History—February
Women and Leadership—March
Asian-Pacific-American Heritage—April

<u>Diversity Awareness/Appreciation, Fall 2013/Spring 2014</u>

Numerous speakers and diversity-related events provided many opportunities for students, the campus, and the community to enjoy diversity awareness, many of which are listed below:

- Martin Luther King, Jr. Day—walk and oral presentations
- African American/Black History—Fred Whitfield, World Class Calf Roper, African-American
- International Club—posters created of various cultures, food-tasting party, Cultural Performances (emphasizing club is for all students, not just international students)

- Teachers, students, and Alvin Slow Bear from Red Cloud on campus to present dances, traditional games, food
- Native American Club—American Horse School, 7th/8th graders on campus for tour, lunch, student panel
- Social Science Club—brought Nathaniel Gallegos on campus, as guest speaker at Sandoz Center event

Residence Life Programs

- Rugtastic—students created welcome mats, handouts on Latin Language/Culture
- Dream Catchers—created by students, with instruction
- Powder to the People—a run and history lesson based upon India's Festival of Colors
- Sushi Bar
- Unbirthday Party—students focused on birthday traditions from around the world
- Fiesta—students enjoyed traditional Spanish party
- Ping Pong Club party—students learned origin of game and had traditional foods
- Cultural Cooking Contest—students cooked dishes from around the world
- Cool Runnings—Jamaican students made their tradition Jerk Chicken
- Zumba by Zerek—students learned Latino dance
- Native American PowWow
- Italian Pasta Night
- Mardi Gras
- Black History Month Quiz
- International Food tasting
- Wheel Chair Races—to help students realize more about disabilities
- Ethnic Dining
- World Hunger Awareness
- Night of Freedom—on human trafficking
- Unity Through Diversity
- Tibetan Prayer Flags

College Programs

- Asian Pacific American Heritage Luncheon
- Elementary Block Students hosted students from Loneman School and Oyate School for Dr. Seuss Day, March '14.
- TRiO Academic Success Seminars
- Upward Bound Summer Learning Program
- The "Big Event," which included service projects at several community sites including, but not limited to, nursing homes, community churches, etc.
- Galaxy Series event—Anna Maria's Tango-Flamenco Show
- Sandoz Center—Nebraska Women's Artists Exhibit

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. Whenever possible, faculty also include field trips to regional and international locations as a way to incorporate diverse topics into the educational experience.

- Post-Traumatic Stress Disorder and Veterans—on campus all-day conference presented by students in Social Work 435 class
- Global Food Systems, FCS class--students researched and prepared traditional meals from variety of countries
- CPS Life Skills in HPER 422—students learned hands-on Adapted Physical Education
- HPER 233, October ‘13—student from Taiwan presented on his country
- HPER 233, December ‘13—student from Tajikistan presented on his country
- HPER 233—class attended fall presentation by International Club
- Field Trip by social work students to Rosebud Reservation to help dedicate the new Diabetes Center in Mission, SD
- Field Trip by social work students to Pine Ridge Job Corps to study diversity of students
- Field Trip by social work students to Wyoming Medium Security Prison

Peru State College
January 2015

Diversity. Inclusion. The two simple words have a multitude of complex meanings unique to each individual. While some identify diversity in terms of race, others may identify it by nationality. Still others may identify it in terms of sexual orientation or religion or gender. None are wrong. In fact, diversity encompasses these and much more. This report will detail a few ways in which Peru State continues its work to create a diverse and inclusive environment for students, staff and the community so that every individual has the opportunity to succeed.

Inclusion Month
Plans are underway to designate February 2015 "Inclusion Month" at Peru State. A variety of activities are being planned by student organizations, including panel discussions, an open mic night, a Martin Luther King, Jr. Day observance, and a presentation by Distinguished Speaker Series headliner Kamau Bell.

Bell, a comedian and political satirist who was named an Ambassador of Racial Justice by the ACLU, will present at Peru State at 7 p.m. Monday, Feb. 23 in the College Theatre. Bell is a founding member of the stand-up comedy collective "Laughter Against the Machine," which, using fan-funding via Kickstarter, toured the country in 2011 filming a documentary about the role comedy plays in our society. In addition to visiting seven of the Occupy Wall Street encampments, they crossed the border in Arizona with immigration rights groups Culturestrike and Puente, marched with striking hotel workers in Chicago, went to a Mosque in Michigan, touched the levee in the Lower 9th Ward in New Orleans and hung out with street artists against oil pipelines in Washington, D.C.

Bell's weekly half-hour FX comedy series, *Totally Biased with W. Kamau Bell*, premiered in August 2012 and became a critically acclaimed show on FX's comedy network FXX. The show was nominated for a 2013 GLAAD Award for "Outstanding Talk Show Episode" for Bell's interview with *Orange Is the New Black*'s Laverne Cox, as well as "Best Talk Series" at the 2012 NAACP Image Awards.

In 2010, Bell released his second stand up album, *Face Full of Flour*, which was named one of the Top 10 Best Comedy Albums of the Year by iTunes and Punchline Magazine. His first album *One Night Only* was released in 2007. Also in 2007 he developed his one-man show *The W. Kamau Bell Curve: Ending Racism in About An Hour*, which received rave reviews from audiences, critics and industry insiders.

Bell co-hosts the podcast *The Field Negro Guide to Arts & Culture* with Living Colour guitarist Vernon Reid, writes the blog "Kamau's Komedy Korner" for the San Francisco Weekly, and sits on the board of The Applied Research Center, a racial justice think tank and home for media and activism.

Open Door Program
The Peru State Open Door Program is in its second year. The intent of the program is to provide advocacy, guidance and compassion for students who are experiencing problems, difficulties or crisis due to their sexual orientation, gender identity, being the victim of crime, hazing, bullying or sexual assault, and/or are the recipient of discrimination due to their mental health status, disability, race, religion, ethnicity or national origin. The program was implemented in 2013 as part of the Council for Inclusion, a group comprised of faculty, staff and students that promotes acceptance for all of the visible and invisible characteristics that make individuals unique.

Anita Patel, vice president for racial justice and public policy for the YWCA of Minneapolis, was on campus in November to conduct a training workshop for Open Door faculty and staff. Training topics included enhancing Peru State's commitment to diversity, addressing micro-aggressions and reframing attitudes and adopting best practices in working with students. Additional training sessions will be held in the spring.

The Peru Theatre Company
This year the Peru Theatre Company's (PTC) main stage productions, under the direction of Instructor of Communication Arts Josh Young, is exploring the "human condition" and some of the different ways it can be understood. It can be described as the unalterable part of humanity that is inherent and innate to human beings and not dependent on factors such as gender, race, culture or class. As part of this endeavor, the PTC presented *The Vagina Monologues.* First performed in 1996, *The Vagina Monologues* is an episodic play made up of a varying number of monologues read by a varying number of women. A recurring theme throughout the play is female empowerment and the ultimate embodiment of individuality.

The production, as you can imagine, caused a bit of a stir among certain audiences. As a higher education institution we want to provide information and experiences that result in discussion and reconsideration of beliefs which then lead to an individual's development - either growing in their worldview or recommitting to their values. Regardless, the play opened the door for some frank discussions about gender issues around the world.

Latino American Commission
This past spring the college hosted representatives from the Nebraska Latino American Commission on campus to discuss ways we can better serve the growing Latino population. The meetings were intended to open lines of communication and learn more about how Peru State can eliminate barriers and create opportunities for Latino students.

Some results of the meetings included expanding transportation opportunities for students living on campus without vehicles and working together on creating a Spanish version of the NSCS Advantage brochure. I look forward to continuing to partner with the group to discuss more ways to reach out to Nebraska's Latino population.

These are just a few of the ways we are working to create a culture of inclusion that we hope will have a lasting impact on the lives of our students. As with all of our programs, both academic and administrative, we will continue to evaluate our diversity programming to ensure that we are creating an environment where every individual is embraced and celebrated.

Wayne State College
January 2015

Cultural enrichment at Wayne State takes many forms. Whether planetarium shows, a diversity fair, musical performances, a monthly conversation about ideas, guest speakers, workshops or summits, the college serves as an important source of events and opportunities that showcase the depth and breadth of the human experience.

The Fred G. Dale Planetarium at Wayne State College began its 2014 holiday show "Season of Light" on Dec. 5. The annual presentation of "Season of Light" traces the history and development of many of the world's most endearing holiday customs, all of which involve lighting up the winter season. "Season of Light" is visually rich, culturally inclusive and musically satisfying.

The Diversity Fair, presented in December by students in EDU 150 courses, showcased their participation in diverse communities during the course of the semester, as well as their creative projects related to their experiences. Students were available to talk about their diversity focus and what they will take forward into their future classrooms. EDU 150 is the required multicultural course for the State of Nebraska. Students chose a diversity topic to investigate during the semester and shared their experiences with the campus community.

The Wayne State College Music Department hosted the “Wildcat Big Band” Jazz Ensemble fall concert in Ramsey Theatre in the Peterson Fine Arts Building on Dec. 1. The performance was just one of dozens presented by Wayne State students and faculty during the course of the fall semester. The “Wildcat Big Band,” directed by Low Brass Instructor Dr. Josh Calkin, performed pieces from Charles Mingus, Gordon Goodwin and other highly-acclaimed composers.

Idea Tuesdays is a popular monthly cultural enrichment opportunity for the campus and the greater community of Wayne. The event was created by Peter Mutayoba, a graduate of Loyola High School in Tanzania who attended Northeast Community College in Norfolk before transferring to WSC. Mutayoba works as a personal computer specialist on campus for WSC Network and Technology Services.

With the support of Student Senate, the WSC Multicultural Center and a number of other friends, staff and administrators on campus, Mutayoba breathed life into his idea of a series dedicated to spreading ideas on campus. Idea Tuesdays is a forum for students, staff, and other members of the community to come together every other Tuesday to talk about different topics.

Guest speakers often provide excellent cultural enrichment opportunities at Wayne State. Former University of Oklahoma football All-American and National Football League running back Marcus Dupree spoke at the college Nov. 17. Dupree, who was featured in the ESPN 30-For-30 documentary “The Best That Never Was,” was born and raised in Philadelphia, Miss., which was a hotbed of the civil rights struggles. One of the most sought-after recruits in college football history, Dupree signed with Barry Switzer’s Oklahoma Sooners and as a true freshman was named an All-American for the 1982 season and earned Most Valuable Player honors in the 1983 Fiesta Bowl.

After his sophomore year, Dupree left college altogether and signed a professional contract with the New Orleans Breakers of the USFL. In his second season with the Breakers franchise, Dupree suffered a significant knee injury that essentially ended his USFL career by the time he turned 21 years old.

Dupree spent several years away from the sport until he decided to give football one last shot. Getting back into shape using mostly homemade equipment, Dupree eventually made his debut with the Los Angeles Rams of the NFL, spending two years with the franchise before retiring for good following the 1991 season.

He re-entered the public consciousness in November 2010 when the award-winning ESPN documentary series “30-For-30” devoted a two-hour program to Dupree’s story, ranging from his upbringing in Mississippi through his collegiate and professional football careers, raising questions as to the role of his advisor/agent had on his career and Dupree’s financial situation, all the way through the present day. The well-received “The Best That Never Was,” remains one of the most popular and talked-about “30-For-30” efforts in the series history.

Wayne State College students celebrated International Education Week, Nov. 17-21. The campus and community were given the opportunity to learn about diversity and the cultures represented on the Wayne State College campus. The event was a joint initiative of the U.S. Department of State and the U.S. Department of Education to promote programs that prepare Americans for a global environment and attract future leaders from abroad to study, learn, and exchange experiences in the United States.

The college hosted a forum on migrant education in Eastern Nebraska on Nov. 12. The event offered an opportunity to learn about highly mobile agriculture workers, new immigrant families in Eastern Nebraska, how schools work with children and families and summer opportunities. Presenters included Dee Condon, Migrant Education Director, ESU#7; Isaura Barreto and G. Brabec; migrant recruiters; and visiting teachers from Mexico.

The Wayne State College Multicultural Center frequently hosts campus speakers. Doug Dittman, a dairy farmer and a steward of a farm located near Lincoln, was a guest at the college in October. He is a practicing Zen Buddhist, and frequently shares his thoughts about his religion in speaking engagements around Nebraska. Dittman explained Zen Buddhism and its place within the context of the Midwest.

Finally, Wayne State was the only college in the Midwest to host the RuralPride Summit, sponsored by The United States Department of Agriculture (USDA) Office of the Assistant Secretary for Civil Rights and the Nebraska Center for Lesbian Rights (NCLR). The summit offered information about federal government resources available for lesbian, gay, bisexual and transgender (LGBT) Americans. The event provided an opportunity for all LGBT youth and adults and their allies in the Midwest to attend a free summit specifically geared toward LGBT Americans in rural America.