



Nebraska State
College System

CHADRON | PERU | WAYNE

2023-2025

Agreement between

**The Nebraska State Colleges
Board of Trustees
(Employer)**

and the

**State College
Education Association (SCEA)**

July 1, 2023

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**AGREEMENT
2023-2025**

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 AND WORKPLACE ENVIRONMENT**

Section 2.1 Equal Opportunity

The Board and SCEA 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, sexual orientation, gender identity, 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, ability to perform the required tasks, 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, sexual orientation, gender identity, 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 II of the Americans with Disabilities Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act. Inquiries regarding non-discrimination policies and practices may be directed to the Compliance Coordinators assigned at each College and identified on each college website.

The Board is committed to providing a workplace environment free of unlawful harassment and/or discrimination in accordance with applicable federal and state laws. Unlawful harassment or discrimination of employees in regard to race, color, national origin, age, sex, sexual orientation, gender identity, religion, disability is prohibited. Unlawful harassment includes, without limitation, verbal harassment (derogatory comments and/or slurs, negative stereotyping, intimidating behavior), physical harassment (assault or physical interference), visual harassment (posters, cartoons, drawings, or improper written or graphic material), and innuendo.

If any faculty member has reason to believe that he or she has been unlawfully harassed and/or discriminated against, that faculty member should report the violation to a Dean, the Human Resources Director, or a Vice President. Faculty members who feel an immediate threat may contact Campus Security. If the reporting faculty member feels that the report does not achieve satisfactory results, a second report should be made to another administrator. All reports shall be promptly and thoroughly investigated.

Section 2.2 Safety Committee

A Safety Committee shall be established and maintained at each College. The Committee shall adopt and maintain an effective written injury prevention program. The Committee may also address workplace safety, campus environmental and health concerns. Faculty Senate is allowed to appoint up to three (3) faculty members to the Committee and then shall provide those names to the Committee Chair. Committee attendance and related Committee work shall be considered time worked as service to the campus.

ARTICLE III.
STATEMENT ON ACADEMIC FREEDOM AND SHARED GOVERNANCE

The Board and SCEA recognize and accept the principles of academic freedom and shared governance as delineated in the Higher Learning Commission's criteria for accreditation.

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. Upon request, faculty members shall provide information related to how grades are determined. This can include, but may not be limited to, the grading scale if it is not presented in the syllabus, assignments and the associated directions, rubrics, and weights assigned to each grade.

Section 4.3 Patents and Inventions

In cases where patents and inventions are, or will be, created by a faculty member by using substantial College resources, the Board and the faculty member may negotiate a joint ownership arrangement.

“Substantial College resources” are resources above and beyond those typically provided to faculty members. Substantial College resources may consist of payment received in the form of a stipend and/or release time from regularly assigned duties; direct investment by the College through the use of professional development funds, equipment, supplies, facilities or paid staff time; the College’s purchase of any specialized equipment, service, license, hardware, software, or supplies for the project; and/or use of the College’s computing resources.

**ARTICLE V.
PROGRAM AND WORKING CONDITIONS**

Section 5.1 Academic Calendar and Contract Period

The Chancellor is responsible for decisions regarding the academic calendar, pursuant to recommendations from the Presidents. The beginning and end dates for the academic year are noted on a five year calendar and published on the NSCS web site. Changes to the academic calendar will be made with as much notice as possible.

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

Section 5.2 Faculty Load

5.2.1 Academic Year Appointments

During an academic year appointment, faculty members shall be assigned no more than a thirty (30) credit hour adjusted workload. 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 (recognized by the United States Department of Education or the Council for Higher Education Accreditation) or applicable state regulations.

Upon mutual agreement of the faculty member and Dean, instructional hours can be assigned during the fall and spring semesters in excess of 12 credit hours without triggering overload obligations. Such agreement shall be documented in writing.

Any academic year instructional credit hours above twenty-four (24) will receive overload compensation per Section 10.6. Instructional loads with fewer than twenty-four (24) credit hours will be assigned additional duties. The balance of the thirty (30) credit hour workload will be credited to scholarly and service activities.

Online instructional credit hours are identified through an academic planning process developed at each College. Faculty may be assigned online instructional credit hours at any institution in the Nebraska State College System as part of the faculty member's regular academic year workload and/or for overload hours.

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.

Existing workload adjustment practices will remain in place at each College, unless revised adjustments are agreed upon by the local chapter of SCEA and the Chancellor.

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 three weeks prior to the start of the semester. The notice of teaching assignments shall include the modality of the course. Changes in assignments or modality may occur as necessary in exceptional circumstances.

5.2.4 Directed Study, Special Projects and Independent Study Courses

Directed study, special projects and independent study courses will be offered with the approval of the faculty member and at the Dean's discretion. Faculty teaching directed study, special projects 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. If a directed or independent study course is opened for additional enrollments and at least six (6) students are enrolled, the course will be counted as load and/or overload and compensation per Section 10.6 instead of compensation set at the rate of two-third (2/3) tuition assessed.

5.2.5 Course Modality

Course modality is identified through an academic planning process developed at

each College. However, the President reserves the right to make the final decision regarding course modalities.

Section 5.3 Advising

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

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

Section 5.4 Online and Blended Courses

An online course is defined as seventy-five percent (75%) or more of the course instruction delivered via the Internet.

A blended course is distinctly different than teaching two sections of a specific course. A blended course has two separately registered groups of students enrolled in the same course at one specific College: online students and students who receive instruction face to face in the classroom. In a blended course, there are students physically attending in the classroom as well as students attending via the Internet from one or more remote locations. Students attending remotely receive instruction synchronously (or through a recording of that specific live session) with the students in the classroom during set class meeting times. A blended course has a single syllabus and a common set of assignments, schedule, and curriculum.

Faculty members who are, at the President's sole discretion, assigned to teach online or blended courses for the first time, will be provided notification as soon as possible but no later three weeks prior to the start of the semester unless exceptional circumstances exist that prevent meeting the deadline. Training in the operation of the technical equipment and resources such as hardware and software necessary to design and deliver the course will be provided to faculty members. Technical and pedagogical assistance in the preparation of materials for blended and online courses will also be provided.

Online and blended 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.

The incentive pay for blended courses is \$250 per course, which will be prorated

for courses less than or more than three (3) credit hours.

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

Online or blended courses will be treated similarly to 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 or blended 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 online or blended 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. Whether or not additional compensation is offered to the faculty member for the development of the course is the decision of the College. The faculty member has the right to accept compensation or refuse compensation and retain the ownership rights of the materials developed for the course.

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. Faculty shall establish office hours, between 7:00 a.m. and 6:00 p.m. Reasonable allowances for office hours may be arranged upon mutual consent between the faculty member and the Dean. Faculty denied a reasonable allowance from the Dean may ask the Academic Vice President to review the decision. The Vice President's decision will be final.

5.5.2 Equipment and Furnishings

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

5.5.3 Office Space and Clerical Assistance

Each faculty member shall be provided office space and clerical support from at

least an Office Assistant I or equivalent.

5.5.4 Computer Services Support

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

5.5.5 Computer Services Notification

Reasonable efforts will be made to give faculty members ten (10) business 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 institutions of higher education outside the Nebraska State College System during the contract period without permission from the Vice President for Academic Affairs. Such permission must be secured in advance for each employment instance.

Section 5.6 Professional Development Courses

Faculty members may voluntarily teach professional development courses approved by the College but offered by a third party. Courses do not count toward load calculations. Faculty members are free to negotiate compensation with the appropriate third party or teach the course for no additional compensation. Teaching professional development courses may also count as part of community and/or professional services duties. VPAA approval is required.

Section 5.7 Resignation/Retirement Notice Pay

If a written resignation or retirement notice for the following academic year is received by October 15, the Board shall pay the faculty member \$2,000. Payment shall be made in conjunction with the faculty member's final pay.

**ARTICLE VI.
PERSONNEL FILES**

Section 6.1 Maintenance

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

Section 6.2 Confidentiality

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

Copies of employment contracts shall be provided to SCEA upon written 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 within twenty-five (25) business days.

**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.

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; however, tenured Professors may be evaluated on a less frequent cycle at the discretion of Dean. Faculty members and SCEA shall be informed of changes in the evaluation cycle and documentation requirements in advance of any change being implemented. 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. However, if a resignation, retirement, non-renewal or dismissal is pending, an evaluation is not required and satisfactory performance will not be assumed by default.

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. Information and learning management system (LMS) data may be gathered as evidence regarding timely feedback to students on graded assignments.

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. 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. Summaries of the student surveys and comments will be given to the faculty member within thirty (30) business 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 blended 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, the Dean 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. 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. Any identified areas of concern and performance improvement plans will be noted in the Summary of Improvement section of the evaluation. No overall performance rating of "unsatisfactory" 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 or rebuttal on the evaluation within ten (10) business days of receipt. 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, and include, but not be limited to, evaluations with respect to departmental citizenship or service. 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 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, ability to perform the required tasks, 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.

Faculty under performance improvement plans are not eligible for a sabbatical.

Each semester of sabbatical is considered as the equivalent of twelve (12) hours of teaching load.

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. If an application is denied, the President shall inform the faculty member of the reason(s) in writing. The President's decision regarding sabbatical applications is a nongrievable matter.

At the discretion of the President, sabbatical assignment compensation may be set at full pay for one academic semester, or one-half (1/2) pay for the academic year. 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.

Faculty are not required to submit sick leave; bereavement leave or civil leave requests while on sabbatical.

Section 8.2 Leave of Absence

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

Faculty under performance improvement plans are not eligible for a leave of absence.

Each semester of leave is considered as the equivalent of twelve (12) hours of teaching load.

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 are not required to submit sick leave; bereavement leave or civil leave requests while on the leave of absence.

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. The professional development budget shall be funded annually at an amount no less than \$350 times the number of members in the SCEA bargaining unit.

Applications for use of such funds shall be reviewed by a faculty committee established by the Faculty Senate. The committee shall submit recommendations to the Academic Vice President and President for final decision and award.

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

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

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

ARTICLE IX. GRIEVANCE PROCEDURE

Section 9.1 Limitations

The grievance 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 are mandatory 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 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 an alleged violation of this Agreement, or other terms and conditions of employment, and filed in accordance with the terms of this Article.

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

Section 9.4 Informal Grievance

Prior to the filing of a formal grievance, 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 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 and any witnesses known at the time;
- e) the specific provisions of the Agreement or policies that are alleged to have been violated; and
- f) the remedy that is sought.

If the grievance refers to documents, copies of such documents shall be attached.

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) business 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) business 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) business 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) business 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 shall have five (5) business 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) business 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 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 administrator.

The Grievance Advisory Committee shall hold a hearing within ten (10) business 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, and grievant within ten (10) business 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 within five (5) business days following receipt of the recommendation of the Grievance Advisory Committee.

- c) **Step 3.** The grievant shall have ten (10) business 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) business 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. Retaliation by the Board or SCEA is prohibited.

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 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.

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 2023-2024, each returning faculty member shall receive a four and one-quarter (4.25%) percent increase above the prior year base salary, except that a faculty member with an overall performance rating of unsatisfactory shall not receive an annual increase.
- b) For 2024-2025, each returning faculty member shall receive a four and one-quarter (4.25%) percent increase above the prior year base salary, except that a faculty member with an overall performance rating of unsatisfactory shall not receive an annual increase.
- c) Faculty earning new doctorates will be awarded an additional three thousand dollars (\$3,000) upon receipt by the 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) for 2023-2024 and for 2024-2025 as noted below.

The following 2023-2024 and 2024-2025 rank base salaries (promotion base) shall apply to all faculty members beginning work prior to the Fall 2023 semester.

2023-2025 SCEA Agreement

	2023-2024 Increase	Rank Promotion	2023-2024 Base Salaries
Professor	4.25%		\$81,380.00
Associate	4.25%		\$69,276.00
Assistant	4.25%		\$59,372.00

	2024-2025 Increase	Rank Promotion	2024-2025 Base Salaries
Professor	4.25%		\$84,839.00
Associate	4.25%		\$72,220.00
Assistant	4.25%		\$61,895.00

- 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 2023-2024 and for 2024-2025 as noted below.

The following 2023-2024 and 2024-2025 new hire rank base salaries shall apply to all faculty members hired to begin work in the first semester of the 2023-2024 or 2024-2025 academic years:

	2023-2024 Increase	New Hire Rank	2023-2024 Base Salaries
Professor	4.25%		\$74,474.00
Associate	4.25%		\$63,433.00
Assistant	4.25%		\$54,343.00
Instructor	4.25%		\$43,847.00

	2024-2025 Increase	New Hire Rank	2024-2025 Base Salaries
Professor	4.25%		\$77,639.00
Associate	4.25%		\$66,129.00
Assistant	4.25%		\$56,653.00
Instructor	4.25%		\$45,710.00

- 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 a violation of this Agreement.

Section 10.4 Appointment Notification

Annual employment contracts specifying salaries shall be issued to faculty members as soon as possible following the Board’s June meeting. Faculty members shall be notified of the expected date of contract delivery each year no later than April 30th by email to their College email address. 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.

Annual employment contracts shall be sent to faculty by email to their College email address. Faculty members who have received the annual employment contract but willfully refuse to sign and return the signed contract within twenty (20) calendar days may be considered to have resigned. Employment contract forms shall contain a warning regarding the voluntary resignation provision. Attempts to contact faculty members and evidence that the contract was sent and received shall be documented by the Human Resources Office.

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 pay rate, whichever is higher. If assigned more than twelve (12) instructional workload credit hours in a semester, any credit hour beyond twelve (12) instructional credit hours shall be considered an overload credit hour unless an alternative arrangement has been agreed upon

by the faculty member and Dean in accordance with Section 5.2.1. Any credit hours beyond twenty-four (24) in an academic year will be considered an overload. Faculty members have the choice whether or not to accept overload assignments. Faculty will only be paid once for the same overload hours.

The overload rate for graduate courses during the regular academic semester shall be computed at the rate of two and one-quarter percent (2.25%) of the faculty member's academic year salary per credit hour. When a faculty member has an overload, the overload will be considered a graduate overload to the extent that the faculty member teaches graduate courses that particular semester. Dual-listed courses (courses that enroll both undergraduate and graduate students) are excluded from this rate.

Overload compensation contracts will be issued as soon as possible.

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. Credit hours shall be adjusted for laboratory and/or graduate courses in a manner consistent with course load practice during the regular term.

Section 10.8 Summer Contracts

Faculty are not obligated to accept summer teaching or non-instructional assignments. If faculty agree to accept summer teaching or non-instructional assignments during the summer, compensation shall be provided and an employment contract shall be signed by the faculty member and President.

Campus administrations shall attempt equitable distribution of summer employment, consistent with the demand of individual programs. Summer contracts will be issued prior to the start of each semester and/or course start date.

Section 10.9 Summer Salary List

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, may be compensated by the provisions of the award. Such compensation may be independent of base salary compensation at the discretion of the President. Such compensation will be independent of base salary compensation, if required by the grant award.

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 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 no more than ten (10) instructional workload hours reassigned time per academic year. Maximum compensation for the summer will be no more than three (3) credit hours or less than one (1) credit hour equivalent salary, if administrative duties are assigned. The compensation rates paid for department chairs will be communicated to all department chairs on campus when contracts are issued.

Section 10.12 Transfer to Instructional Duties from Administrative Duties

When faculty, who have been assigned administrative duties return to faculty instructional status 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.

Section 10.13 D- or J-Term Compensation

Compensation for the three-week December Term (D-Term) and/or a January Term (J-Term) for faculty shall be paid at the rate of two and one-half percent (2.5%) of the faculty member's academic year salary per credit hour.

**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.

The definition of eligible dependent shall be as provided by the insurance carrier selected by the Board, unless otherwise provided by law.

Section 11.2 Medical Insurance

A medical plan will be offered with appropriate state-wide network coverage which requires the faculty member to satisfy the lowest calendar year deductible amount offered through the Educators Health Alliance (EHA). 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 by the Board 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 PPO dental plan will be provided with appropriate state-wide network coverage which covers 100% of preventive, diagnostic, maintenance, and restorative services of in-network providers. Orthodontic services are not covered. The Board will contribute eighty-five percent (85%) toward the cost of individual employee dental coverage and seventy-five percent (75%) toward the cost of family, employee/children or employee/spouse dental coverage. Faculty members who elect insurance coverage must enroll in both the medical and dental plans.

When both members of a married couple are employed by the Board and request family coverage, each faculty member will be required to contribute an amount equal to the individual employee plan premium.

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

Section 11.4 Flexible Spending Account

The Board agrees to continue its current Internal Revenue Service Code Section 125 Plan to provide an opportunity for faculty members to voluntarily participate in a flexible spending account, subject to provisions of IRS Code Section 125. Faculty members may choose to set aside an amount from their paychecks only,

which is not taxed, in a medical or dependent care account for payment of eligible expenses.

Section 11.5 Life Insurance

A life insurance plan offering group term basic life insurance coverage at a minimum 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 a minimum of ten thousand dollar (\$10,000) optional life insurance policy addition at the faculty member's expense. Faculty members may also purchase a minimum of a two thousand dollar (\$2,000) dependent life policy on a spouse and child, or a minimum of a five thousand dollar (\$5,000) dependent life policy on a child, or a minimum of a 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 11.6 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 11.7 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 11.8 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) business 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. Faculty members who have separated from employment and return after a break in service

shall not have prior sick leave balances reinstated.

Sick leave hours shall be calculated in the following manner:

- a) If the faculty member is unable to fulfill all assigned teaching obligations for the day, the faculty member will be charged eight (8) hours of sick leave for the day.
- b) If the faculty member is only able to fulfill part of the assigned teaching obligations for the day, the faculty member will be charged four (4) hours of sick leave for the day.
- c) If the faculty member is able to perform all assigned teaching obligations but not established office hours and/or required meetings, four (4) hours of sick leave will be charged for that day.

Section 11.9 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 11.10 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 more than three (3) 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 must be used during family and medical leave before unpaid FMLA leave begins. Sick leave shall not accrue while on unpaid family and medical leave.

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

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

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

In the event both parents are eligible under this policy, the couple shall be entitled to a combined total of twelve (12) work weeks of leave for the birth and care of a

newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

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

Section 11.11 Bereavement Leave

Faculty members may be granted paid bereavement leave for up to six (6) days during each academic year. Generally, bereavement leave is taken immediately following the death, however, there may be circumstances when more flexibility is needed, for example, if a memorial service is scheduled at a time in the future. Such leave must be approved through the College's usual leave practices or procedures.

Section 11.12 Immediate Family Tuition Remission and Faculty Tuition Waiver

Tuition remissions and tuition waivers will not apply to already discounted tuition rates for dual enrollment and professional development 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 faculty members 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. 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 \$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.

To receive tuition benefits, faculty members must submit and have approved a tuition remission/waiver request form no later than the tuition payment due date for that term. Benefits will not be provided retroactively.

Section 11.13 Crisis Leave Donations

(a) Faculty members may contribute accrued sick leave to benefit another employee at the same College who is suffering from a catastrophic illness, who is unable to report to work due to pandemic quarantine measures or who is a new parent. 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 exhausted all paid leave. The crisis leave-sharing program will permit salary and health insurance continuation for those employees receiving shared leave.

The crisis leave pool at each College may not exceed 7,500 donated hours. However, donations received prior to 7-1-2023 will remain in the crisis leave pool but no new donations will be accepted until the pool balance is below the maximum number of 7,500 hours.

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

(b) New Parents. Within the first twelve (12) months following the birth or adoption of a child, a faculty member may request up to thirty (30) workdays of crisis leave donations. For faculty members eligible for FMLA, crisis leave donations shall count against the 12 weeks FMLA leave. Donations are not for intermittent use; donations may be used for up to thirty (30) consecutive workdays.

Section 11.14 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 Personal Leave

Two (2) days of leave each academic year may be requested for personal needs or exigencies. This leave is available in whole day increments only. Approval shall be at the discretion of the Dean and is a nongrievable matter. Human Resources will be notified for leave record requirements. Faculty denied personal leave from the Dean may ask the Academic Vice President to review the decision. The Vice President's decision will be final.

Section 11.16 Civil Duty Leave

An absence with pay will be granted a faculty member for jury service or election service during the actual period of service, and the faculty member will retain fees paid him or her as a juror or election worker.

Absence with pay may be granted for a faculty member who is subpoenaed as a witness during the actual period of such service; provided that the absence is limited to that period the faculty member 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 and the Dean should be notified in advance of the absence.

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

Section 12.1 Facilities

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

Section 12.2 Access to Equipment and Services

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

**ARTICLE XIII.
ASSOCIATION ACTIVITIES**

Section 13.1 Negotiation Team Member Notification

SCEA shall provide the Vice Chancellor for Employee Relations with the names of the members of the SCEA negotiating team prior to the commencement of bargaining. 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. 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 the reduction in force within the time limits established by the Board. The President shall provide the advisory committee with criteria and data that will be considered to determine program viability. The advisory committee shall also consider academic programs and academic services. 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 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.

Faculty members who are recalled within two (2) years following the layoff, will

have tenure, rank, and salary held at the time of layoff reinstated. Service time accrued at the time of layoff will also be restored.

Section 14.7 Reassignment

Once a faculty member has received a layoff notice, the Board shall provide an opportunity for the faculty member to be interviewed for alternative employment in current faculty, professional staff and support staff vacant positions for which the faculty member is qualified within the College. This opportunity for employment in professional and support positions can be provided to the faculty member only after the Board has complied with contract rights guaranteed to employees covered by the NAPE/AFSCME and NSCPA Bargaining Agreements.

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.

Section 14.9 Unemployment

Human resource information provided in response to unemployment claims for faculty members who have been laid off will clearly identify the layoff, not misconduct, as the reason for the separation from employment.

**ARTICLE XV.
PROMOTION AND TENURE**

Section 15.1 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 15.3.

Section 15.2 Educational and Service Criteria for Promotions

The Criteria to be used are as follows:

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

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

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

Criteria for Calculating Credit for Prior Experience

- a) For purposes of determining eligibility for promotion in rank, a year of experience at the college level may be credited for each full-time academic year teaching or research assignment completed at a regionally accredited institution of higher education. In addition, post-doctoral studies involving either teaching or research assignments at a regionally accredited institution of higher education will constitute relevant experience for purposes of promotion.
- b) Credit for promotion is to be granted at the discretion of the College in writing at the time of initial employment, up to a maximum of three

- (3) years of credit for prior experience.
- c) Part-time, adjunct, graduate assistant, summer, and high school teaching experience shall not count toward promotion in rank. Nor shall the candidate be allowed to aggregate any prior part-time college experiences to equal one (1) academic year.

Section 15.3 Performance Criteria for Promotions

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

The Performance Criteria to be used are as follows:

- a) Demonstrated ability to teach and contribute to students' academic growth and development, which may include, but are not limited to, the faculty member's:
 - i) knowledge of subject matter;
 - ii) effectiveness in communicating such knowledge;
 - iii) assisting students to think critically and creatively;
 - iv) encouraging continued study;
 - v) mentoring and advising students in the academic major; and
 - vi) supporting student participation in field activities and professional activities.

- b) Continual preparation and study through scholarly and creative activity, which may include but are not limited to professional peer-reviewed achievements and projects such as:
 - i) published books or treatises and publication in professional or scholarly journals;
 - ii) submission of material for publication or evidence of research in progress leading toward scholarly publication;
 - iii) articles in publications in trade, popular, or regional periodicals;
 - iv) exhibition of creative works, show and performance credits when they are appropriate to the field of study (examples of, but not limited to: exhibiting at an art show, conducting a choral clinic, symphony performances);
 - v) classroom research (examples of, but not limited to: student academic performance and achievement, pedagogy, course and curriculum development, assessment of student learning);
 - vi) development of courses and/or curriculum which contribute to student learning and academic achievement;
 - vii) presentations to and positions in professional organizations (examples of, but not limited to: presenting a paper at a professional conference, participating on panels at professional conferences, serving as program chair for a professional conference, serving as an officer of a professional organization, serving as Editor/Guest Editor, or on the Editorial Board, of a

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

Section 15.4 Promotion Process

Each College shall have its own internal process for recommending promotion for approval to the President. The College Rank Promotion and Tenure Committee, a sub-committee of Faculty Senate, shall develop and recommend a process for approval by the President. This process shall:

- a) Include provisions for peer review.

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

The rank promotion procedures at each College will be organized so that recommendations for tenure and promotion will be sent to the Academic Vice President no later than March 15th of each academic year. After consulting with the Academic Vice President and in consideration of the Rank Promotion and Tenure Committee recommendation, the President shall decide whether the faculty member's performance meets the standards set forth in Section 15.3 and 15.4.

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 the Academic Vice President's office.

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

Section 15.5 Effective Date of Promotions

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

Section 15.6 Award of Tenure

Each College shall have its own internal process for recommending tenure for approval to the President. The College Rank Promotion and Tenure Committee, a sub-committee of Faculty Senate, shall develop and recommend a process for approval by the President.

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 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, not with the Nebraska State College System.

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

Tenure to an academic unit is awarded by the President following a review process with recommendations submitted on March 15th by the Academic Vice President. Tenure review will include:

- a) peer review;
- b) Include provisions for student evaluation;
- c) appropriate administrative review and recommendations; and,
- d) 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.

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 President. Written notice of non-renewal of a "Probationary/Tenure Track" appointee shall be in accordance with Article XVI.

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 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 unlawful discrimination, violation of academic freedom, or failure to follow procedures or 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 15.7 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 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 15.8 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 15.9 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 15.10 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 15.11 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 XVI. DISMISSAL

Section 16.1 Non-Tenured Faculty – Non-Renewal Notices

Non-tenured faculty serve at the discretion of the Presidents and the Board and may be terminated for any reason without right of grievance or hearing procedure, except as provided 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 and 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 1 st year of service
Prior to December 15	Personal conference and written notice of non-renewal in 2 nd year of service
Prior to May 30	Personal conference and written notice of non-renewal at conclusion of following year in 3 rd and subsequent years of service

When a decision not to renew an appointment of a non-tenured faculty member has been reached, the faculty member involved will be informed of that decision in writing by the Academic Vice President. 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 member's personnel file. Reasons are not subject to grievance or hearing procedure.

Section 16.2 Cause Defined

Faculty members, tenured and non-tenured, may be dismissed for just cause, including, but not limited to, the following types of misconduct:

- a) professional incompetence;
- b) unprofessional conduct;
- c) unlawful conduct;
- d) disregard for established policies or procedures, to the detriment of students, employees, or the College itself;
- e) insubordination; and,
- f) neglect of duty.

Section 16.3 Personal Conference

Prior to submitting a Recommendation for Dismissal to the President, the Dean and the Academic Vice President shall meet and discuss a draft of the Recommendation for Dismissal with the faculty member. Notification regarding the

purpose of this Section 16.3 meeting shall be provided to the faculty member in writing prior to the meeting. The faculty member shall also be notified in writing of the right to have SCEA representation attend the meeting.

Section 16.4 Faculty Dismissal Procedure

The following procedure shall be applicable for dismissal of a faculty member for just cause. 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 President within no more than ten (10) business days after receipt of the President's letter whether he or she wishes a hearing regarding the proposed dismissal action and generally how he or she responds to the dismissal recommendation.

If the faculty member issues a written request for a hearing the President shall refer the proposed dismissal to an "Advisory Committee" for a hearing and recommendation. The Advisory Committee shall be appointed as designated in this Article within ten (10) 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 16.5 Advisory Committee Selection Process

An Advisory Committee will conduct hearings requested by faculty members pursuant to Section 16.4. The committee shall consist of two (2) tenured faculty members chosen by the local SCEA President and two (2) tenured faculty members chosen by the President.

Section 16.6 Advisory Committee Procedures

The President shall schedule a date and time for the hearing wherein the Advisory Committee shall admit and consider evidence submitted 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, unless the President and the faculty member agree in writing to hold the hearing more than thirty (30) business days after the request for a hearing. The faculty member shall have the right to attend all evidentiary proceedings of the Advisory 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 faculty member may be represented by SCEA or by legal counsel at his or her own expense. Any party who wishes to use a court reporter to take a verbatim transcript may do so at its own expense.

The Advisory 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 Advisory Committee, and may admit probative evidence as well as exclude incompetent or repetitive evidence, as well as the procedures for compelling witnesses who are college employees to appear. The Advisory Committee shall be assigned legal counsel to provide legal advice to the Advisory Committee to ensure that substantive and procedural due process is afforded to the parties during the hearing. The President shall appoint such legal counsel and pay for the cost of the legal services.

Section 16.7 Advisory Committee Recommendation

The Advisory Committee shall render its written recommendation to the faculty member, and the President within ten (10) business days after the hearing. If SCEA is involved, a copy of the recommendation shall be provided to the local SCEA President.

Section 16.8 Presidential Decision

Within ten (10) business days after receiving the recommendation from the Advisory Committee, the President shall render a decision in writing to the faculty member and Advisory Committee. If the President rejects the recommendations of the Advisory Committee, the President shall state reasons for doing so, in writing, to the Advisory Committee and the faculty member. The Advisory Committee shall have the opportunity within five (5) 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 16.9 Response to President 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) business days of the receipt of the President's decision requesting a hearing before the Board.

Section 16.10 Chancellor Procedure

Upon receipt of 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 faculty member's request for a hearing if the request is supported with evidence that the record as submitted is incomplete or inaccurate.

If the Chancellor chooses to utilize the services of a Hearing Officer for the hearing, then the Hearing Officer shall submit a recommendation to the Chancellor at the

conclusion of the hearing, as to whether or not the 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, Chancellor, on behalf of the Board, shall issue a written decision stating the reasons therefore within thirty (30) business days.

Section 16.11 Hearing Date

The date for a hearing will allow at least 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 16.12 Chancellor Decision

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

Section 16.13 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, College administrators, or witnesses shall be avoided. As a personnel proceeding, the hearing proceedings are confidential. Hearings will be closed to the public.

Section 16.14 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 16.15 Investigatory Suspension and Employment Status

A faculty member who is under investigation for misconduct or who has been recommended for dismissal for just cause may, at the discretion of the President, be suspended with pay and full benefits until such time as it is possible to determine if misconduct occurred and/or if the faculty member should be dismissed from employment. Such investigatory suspensions are not grievable.

The faculty member shall continue to be an employee until the dismissal appeal procedure to and including the Chancellor has been exhausted or until the faculty 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 faculty member to other professional duties with pay during the dismissal process.

Section 16.16 Retaliation Prohibition

There shall be no reprisals against a faculty member for providing information as a witness in a disciplinary matter. Retaliation by the Board or SCEA is prohibited.

**ARTICLE XVII.
BOARD POLICY**

Section 17.1 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 17.2 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 Agreement without offering an opportunity to meet and confer with SCEA.

Section 17.3 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 17.4 Board Meeting Materials

Board meeting materials shall be available online.

Section 17.5 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. The chair of faculty search committees shall customarily be a faculty member. In a search where a faculty member is not appointed as chair, the College will provide the rationale for the chair selection to

the local SCEA President.

Section 17.6 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 XVIII.
MISCELLANEOUS**

Section 18.1 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 XIX.
DURATION AND LIMITATIONS OF CONTRACT**

Section 19.1 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 19.2 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 19.3 Governing Law; Severability

This Agreement shall be construed and enforced in accordance with, and is subject to, federal law/regulations and 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 19.4 Effective Date

This Agreement shall become effective on the first (1) day of July, 2023, and shall continue in full force and effect until the thirtieth (30) day of June, 2025.

**ARTICLE XX.
HIRING**

Section 20.1 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 20.2 Description of Assigned Duties

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

Section 20.3 Faculty Rank

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

Section 20.4 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.

Dated this 12th day of January 2023

**BOARD OF TRUSTEES FOR
NEBRASKA STATE COLLEGES**

DocuSigned by:
By: John Chaney
16DDF49DD181449F
John Chaney, Board Chair

DocuSigned by:
By: Paul Turman
2F43C9D7653489
Paul Turman, Chancellor

DocuSigned by:
By: Kristin Divil
C9D3444541F4468
Kristin Divil, Chief Negotiator

**STATE COLLEGE EDUCATION
ASSOCIATION**

DocuSigned by:
By: Joe Blankenau
8D49F7D8C2F416
Joe Blankenau, Chief Negotiator, Wayne