

NEGOTIATED AGREEMENT

BY AND BETWEEN

THE BOARD OF GOVERNORS OF THE
NORTHEAST COMMUNITY COLLEGE AREA

AND

THE NORTHEAST COMMUNITY COLLEGE FACULTY ASSOCIATION

FOR THE

2023-2024, 2024-25, and 2025-26

CONTRACT YEARS

THIS NEGOTIATED AGREEMENT (the "Agreement") is made and entered into this 13th day of July, 2023, by and between the Board of Governors of the Northeast Community College Area (the "Board") and the Northeast Community College Faculty Association (the "Association").

WHEREAS, the Board and the Association previously entered into a Negotiated Agreement dated February 14, 2023, for the 2023-24 Contract Year (the "February 14, 2023 Agreement"); and

WHEREAS, the Board and the Association have undertaken further negotiations in good faith with respect to mandatorily bargainable terms and conditions of employment affecting those employees who are included within the Bargaining Unit, as hereinafter defined, which is represented by the Association; and

WHEREAS, as a result of such further negotiations, the parties have agreed to amend the February 14, 2023 Agreement and desire to have the agreements reached during the course of their negotiations reduced to writing;

NOW, THEREFORE, the Board and the Association agree as follows:

Article I
Definitions

1.1 Definitions. Except as is otherwise expressly provided herein, the following terms as used in this Agreement shall have the following meanings:

1.1.1 "Administration, Administrator, Administrators" shall mean the individuals who are charged with the operation and management of the College, as hereinafter defined, and its academic enterprise, and its individual administrators, including without limitation, individuals holding the title of Executive Director, Dean, Vice President, Associate Vice President, Executive Vice President, and President.

1.1.2 "Bargaining Unit" shall mean all full-time teaching employees of Northeast Community College, whose primary responsibilities are:

- a. The organization and management of the classroom or physical area in which the learning experience of students takes place;
- b. The assessment and diagnosis of individual educational needs of students;
- c. The planning, selecting, organizing, prescribing, and directing of the learning experiences of students;
- d. The planning of teaching strategies and selection of available materials and equipment to be used; and
- e. The evaluating and reporting of student progress, excluding part-time and temporary employees and administrators.

1.1.3 "Bargaining Unit members" shall mean all full-time members of the faculty who are employed by the College on one hundred seventy five (175) days or equivalent (exclusive of

extended contracts and summer session assignments) and who have a base teaching load and/or equivalent work assignment during the course of a Contract Year, as hereafter defined, of fifteen (15) credit hours or twenty-five (25) contact hours per week per semester; except for adjunct faculty, faculty whose compensation is funded in whole or in part by grants or third-party agreements, and individuals who are classified as Administration or Professional/Managerial employees.

1.1.4 “Base Salary” shall mean the aggregate amount of salary that is received by a Member with respect to a Contract Year as compensation for instructional services rendered, excluding: (i) bonuses, stipends, overload pay, summer session(s) pay, or other benefits or remuneration of any kind; and (ii) amounts received with respect to extended contracts and/or summer session assignments.

1.1.5 “College,” depending on the context in which the term is used, shall mean the political subdivision known as Northeast Community College Area, as well as its Board of Governors who govern the College, and its Administrators who are responsible for the everyday administration of the College.

1.1.6 This paragraph intentionally left blank.

1.1.7 “Contract Year” shall mean the period of time commencing on the first contract day pursuant to the approved Academic Calendar and ends as of the close of business on the day immediately preceding the first contract day of the next Academic Calendar.

1.1.7.1 Close of the contract period as identified in State Statute 85-1528 shall be the date of spring graduation.

1.1.8 “Human Resources Office” shall mean the human resources office maintained by the College in connection with the operation of the College.

1.1.9 This paragraph intentionally left blank.

1.1.10 “Member” shall mean an individual who is included in the Bargaining Unit.

1.1.11 “College Policies and Procedures” shall mean the Policies and Procedures of the Board as they now exist or may from time to time hereinafter be revised, amended, or supplemented by the Board, in its sole discretion.

1.1.12 “New-hire Probationary Employee” shall mean a Member who has not completed two full Contract Years of full-time employment with the College and whose employment may be terminated during the probationary period without cause.

Article II Recognition and Use of Facilities

2.1 Recognition. For and during the Term of this Agreement, the Board recognizes the Association as the exclusive bargaining agent for the Members.

2.2 Facilities. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at reasonable times, provided that such business shall not interfere with or interrupt normal college operations or the responsibilities of the Members.

2.3 Services. The Association shall have access to the use of printing, duplicating, addressing, and other campus services subject to the then current use and fee requirements.

Article III

Term

3.1 Term. This Agreement shall be for the 2023-2024, 2024-25 and 2025-26 Contract Years (the "Term"). At the end of the Term, this Agreement shall terminate and be of no further force or effect; provided, however, if a new Negotiated Agreement between the parties has not been agreed upon for the subsequent Contract Year(s), this Agreement shall remain in full force and effect until either superseded by a new Negotiated Agreement or terminated by mutual agreement of the parties.

Article IV

Compensation

4.1 Base Salary Increases for Continuing Faculty. Subject to Section 4.2, the Base Salary of each eligible Member who was employed as a full-time member of the faculty during the immediately preceding Contract Year and who continues to be employed as a full-time faculty member on the first day of the 2023-24 Contract Year shall be increased based on the recommended adjustments of the compensation study completed in 2023, or the amount of \$2,000, whichever is higher. The proposed individual salary increases were presented in a letter to each Member in May, 2023, and for the 2023-24 Contract Year, the parties agree that each Member shall receive the proposed salary set forth in such letter.

For the 2024-2025 Contract Year and thereafter, any additional base salary dollars available for the Member group shall be distributed evenly based upon the total number of Members.

4.2 Eligibility for Base Salary Increase. A Member who is on employment probation or suspension as of the first day of any Contract Year shall not be eligible to receive a Base Salary Increase for the Contract Year in question, except as subsequently provided herein. The Base Salary of any Member who is subject to employment probation or suspension as of the first day of any Contract Year shall not be increased for such Contract Year unless and until such employment probation is successfully completed or the suspension is lifted. In either event, the Base Salary increase would be retroactively applied and either paid to the Member in a lump sum to date or prorated monthly for the remainder of the Contract Year.

4.3 Degree Attainment.

4.3.1 Definition - Current Members shall be recognized upon the attainment of an educational degree one level above the educational degree required for the Member's current position. To be eligible for degree attainment, the degree must be awarded from a fully accredited college or university. Current faculty members who were degree seeking and had approved Job Upgrading Plans on file in the Human Resources Office as of September 1, 2012, and who have made consistent and satisfactory progress (not been idle more than two years) toward those degrees will receive pay adjustments as provided under the College's former Job Upgrading Policies (Code 4136 and Code 4136.a) through the completion of their approved degree. Current Members receiving pay adjustments under the College's former Job Upgrading Policies shall not be eligible for a degree attainment adjustment as subsequently provided herein. Courses for degree attainment shall not be taken during scheduled instructional time, unless the worktime missed is re-scheduled as mutually agreed upon by the Member and his/her supervisor and documented either as part of the written degree attainment application or as written documentation furnished to the Human Resources Office.

4.3.2 Application Required – A degree attainment plan must be approved prior to a Member's commencement of seeking an advanced degree. An application for degree attainment shall be submitted by the Member to his/her Dean using the Degree Attainment Application Form. The Degree Attainment Application Form shall become the Degree Attainment Plan once approved as provided herein. The Dean shall consider the request and make a recommendation regarding approval of the Degree Attainment Plan to the Vice President of Educational Services within seven (7) calendar days of submission by the Member. The Vice President of Educational Services shall have seven (7) calendar days to approve or deny the Degree Attainment Plan. The Member is responsible for submitting the approved Degree Attainment Plan to the Human Resources Office. The approved Degree Attainment Plan shall be added to the Member's personnel file.

4.3.3 Appeal Process – If the Degree Attainment Plan is denied by the Vice President of Educational Services, the Member may appeal the decision to the Degree Attainment Committee within seven (7) calendar days of the Vice President of Educational Services' denial by filing an appeal in writing with the Human Resources Office.

4.3.4 The Degree Attainment Committee's role is to provide consistency and fairness in the application process for degree attainment on a college-wide basis. The Degree Attainment Committee's membership shall include the current presidents/chairpersons of each employee group, an administrator, and the Vice President of Human Resources, who shall chair the committee. If any employee group president/chairperson is unavailable to serve on the committee, the most recent past president/chairperson shall serve as the alternate. The committee shall schedule a hearing on each appeal within seven (7) calendar days. The Member and the Dean and/or Vice President of Educational Services shall appear and present testimony to the committee to substantiate their respective positions. At or prior to the hearing, the committee may ask other staff to provide relevant information to assist the committee in making its recommendation. The committee shall provide its recommendation to the President within seven (7) calendar days of the hearing, and the President shall have seven (7) calendar days from receipt of the committee's recommendation to make his/her decision.

4.3.5 Completion of Degree Attainment – Upon satisfactory completion of the approved Degree Attainment Plan which results in a Member attaining two degrees above the degree level required for his/her position, a salary adjustment to the Member’s base salary shall be made at the rate set forth below:

- Certificate \$250
- Graduate Level Cert. \$250
- Diploma \$500
- Associate’s Degree \$1,000
- Bachelor’s Degree \$2,000
- Master’s Degree \$2,500
- Doctoral Degree \$3,000

4.4 This paragraph intentionally left blank.

4.5 Overload Compensation. Members who are entitled to receive overload pay during the Term of this Agreement shall be compensated at the following rates for the Term of this Agreement:

- 4.5.1 2023-2024 Contract Year: \$1,000 per credit hour
- 4.5.2 2024-2025 Contract Year: \$1,020 per credit hour
- 4.5.3 2025-2026 Contract Year: \$1,040 per credit hour

4.6 Summer Session Compensation. Members who are assigned to teach summer courses during the Term of this Agreement shall be compensated at the following rates:

- 4.6.1 2023-2024 Contract Year: \$1,000 per credit hour
- 4.6.2 2024-2025 Contract Year: \$1,020 per credit hour
- 4.6.3 2025-2026 Contract Year: \$1,040 per credit hour

4.7 Method of Payment. The Base Salary due and owing to any Member with respect to any Contract Year shall, subject to authorized deductions and applicable withholding, be paid in twelve (12) equal monthly installments commencing in September of such Contract Year and ending in August of such Contract Year.

4.8 Total Compensation. Total compensation shall include base salary, benefit dollars as referenced in Article V, Section 5.1, the cost of employer provided life insurance and disability insurance, the cost of the employer share of FICA, and the employer match of the retirement plan referenced in Article VI, Section 6.1. The parties shall engage in further negotiations to determine the total compensation for all Members for the 2024-2025 and 2025-2026 Contract Years. The parties agree that total compensation shall be the only subject of negotiation for the 2024-2025 and 2025-2026 Contract Years.

4.9 Travel Time Stipend. Members teaching off-campus courses as an overload will be allowed a travel time stipend of \$.20 per mile (round trip), as approved by the Board if the course is at an off-campus site that is 50 miles or more round trip. Travel time stipends shall be paid at the completion of the course.

4.10 Technology-Based Instruction Compensation. Stipends will be paid in accordance with the provisions of Appendix A.

4.11 This paragraph intentionally left blank.

4.12 Professional Development

4.12.1 Definition – Professional development is defined as training and/or advanced study which is not part of a degree seeking program and which may be composed of short-term training, college courses, seminars, conferences, site visits, observation of best practices, continuing education (CE) credits, and attainment or maintenance of professional licenses and/or certificates not requiring college course work. To be eligible for professional development, the activity must align with institutional mission and goals.

4.12.2 Application – Applications to participate in professional development shall be submitted by Members to their respective Dean using the Educational Services Request for Professional Development Form. The Dean shall consider the request and make a final determination for approval within seven (7) calendar days of submission by the Member. All professional development activities must be approved by the respective Dean and Vice President of Educational Services. To qualify for professional development, an application and approval must be obtained prior to the start of the activity. The Vice President of Educational Services will note the number of days approved on the form and will provide a copy of the form to the Member and appropriate Dean within fourteen (14) days of submission to the Vice President of Educational Services. After the Member has attended the professional development experience and completed the Educational Services Evaluation of Professional Development, stipend processing will begin, and the forms will be forwarded to Human Resources and added to the Member's personnel file.

4.12.3 Appeal Process – If the request is denied by the Vice President of Educational Services, the Member may appeal the decision to the Professional Development Committee within seven (7) calendar days of the Vice President of Educational Services' denial by filing an appeal in writing with the Human Resources Office. The committee's role is to provide consistency and fairness in the application of the professional development procedures on a college-wide basis. The Professional Development Committee's membership shall include the current presidents/chairpersons of each employee group, an administrator, and the Vice President of Human Resources who shall chair the committee. If any employee group president/chairperson is unavailable to serve on the committee, the most recent past president/chairperson shall serve as an alternate. The committee shall schedule a hearing on each appeal within seven (7) calendar days. The Member and the Dean and/or Vice President of Educational Services shall appear and present testimony to the committee to substantiate their respective positions. The committee shall make its determination within seven (7) calendar days of the hearing.

4.12.4 Verification and Stipend – The College shall pay for approved professional development activities, including travel and related expenses where applicable. Approved professional development activities may be done during work/contract days, including in-service days or on a Member's own time. Members participating in approved professional development

on non-contract days (or non-instructional time in the summer) will be paid a daily stipend at the rate of 75% of the average daily salary rate for faculty as of September 1 each year. For professional development sessions four (4) hours or less, faculty shall be paid one-half (1/2) the daily stipend rate.

The money available for Professional Development during the Contract Year will be calculated at one and one-half days for each full time Member, multiplied by 75% of the average daily salary rate established as of September 1 for each contract year, but not limited to one and one-half days per Member for any professional development event. When the pool is exhausted, stipends cease to be paid.

Non-contract days for each Contract Year during the Term of this Agreement shall be as defined by the Academic Calendar.

Written verification of satisfactory completion of each professional development activity shall be provided by the Member to the Vice President of Educational Services office within thirty (30) days of the professional development event by submitting the Educational Services Evaluation of Professional Development form. Failure to provide written verification of satisfactory completion may result in the faculty member having to reimburse the College for the cost of the professional development activity.

Article V Insurance and Benefit Dollars

5.1 Benefit Dollars. The College's contribution to health insurance coverage for the Term of this Agreement shall be equal to 100 percent of the Blue Preferred Plan for Employee, Spouse and Children provided through EHA at the current \$1,050 Deductible Plan, or such other Deductible Plan providing substantially equivalent benefits as the College may from time to time select in its sole discretion. These benefit dollars shall first be used in the selection of health insurance coverage. Each Member shall have the option of selecting single coverage, single with children coverage, spousal coverage, family coverage, or no coverage in the event the Member is covered by a spouse's health insurance plan and can show proof of the coverage. Any remaining benefit dollars after making the health insurance selection can be used as follows:

5.1.1 Cafeteria Plan (125 plan) options

5.1.2 Teachers Insurance and Annuity Association/College Retirement Equitable Fund – SRA's

5.1.3 Compensation (less the employer's share of FICA) – also known as “cash-in-lieu.” Members currently receiving a cash-in-lieu amount in the 2022-2023 Contract Year will continue to receive such amount for the 2023-2024 Contract Year and thereafter, capped at the current 2022-2023 rates, unless and until the Member elects a change in health insurance coverage. A change in position will not result in the loss of any current cash-in-lieu amount, unless a change in health insurance coverage is requested at the same time. Newly hired employees for the 2023-2024 Contract Year and thereafter, will not receive any cash-in-lieu amount.

5.2 Health Insurance. During the Term of this Agreement, the College shall make a group health insurance plan available to Members. Said plan shall be the Blue Preferred \$1,050 Deductible Plan or such other plan providing substantially equivalent benefits as the College may from time to time select in its sole discretion. Selection of specific coverage and payment of the cost of the coverage shall be in accordance with Section 5.1.

5.3 Life Insurance. During the Term of this Agreement, the College shall make a group life insurance plan available to eligible Members. Said plan shall provide a primary death benefit equal to one and three-fourths (1¾) times the Member's Base Salary rounded up to the nearest \$1,000. During the Term of this Agreement, the College shall pay the cost of providing such life insurance coverage for each Member who is eligible for such coverage.

5.4 Disability Insurance. During the Term of this Agreement, the College shall make a group disability insurance plan available to eligible Members. Said plan shall provide for a disability benefit equal to approximately sixty percent (60%) of a Member's Base Salary, commencing on the first day of the month following completion of three continuous months of disability (the elimination period). During the Term of this Agreement, the College shall pay the cost of providing such disability insurance coverage for each Member who is eligible for such coverage.

5.5 Limitation on the Board's Obligation to Provide Insured Benefits. Nothing in this Agreement shall affect each Member's eligibility for, participation in, and/or right to receive benefits from any group insurance plan maintained by the College pursuant to this Agreement, and the Member shall in each case be subject to the express terms and conditions of each such plan and any applicable third party contracts, agreements, or policies of insurance which may be applicable thereto. Further, and subject only to the express terms of this Agreement, the College reserves the right, in its sole discretion, to select all insurance companies, financial institutions, and/or other third party administrators that may sponsor or administer any such plan and/or issue any policies of insurance that may be applicable thereto.

Article VI Retirement Plan

6.1 Qualified Retirement Plan. During the term of this Agreement, the College shall make a qualified defined contribution retirement plan (Internal Revenue Code §403b) available to eligible Members. Said plan shall be the Teachers Insurance and Annuity Association/College Retirement Equitable Fund or such other plan providing substantially equivalent benefits as the College may from time to time select in its sole discretion. During the Term of this Agreement, each Member who is eligible to participate in such plan shall contribute an amount of either 4%, 7.5%, 8.5% or 9.5% (as the Member may elect) of their gross salary to such plan through salary deduction and the College shall contribute a matching amount on behalf of each such participating Member, up to a maximum of 9.5% of gross salary.

6.2 Limitation on the College's Obligation to Provide Retirement Benefits. Nothing in this Agreement shall affect each Member's eligibility for, participation in, and/or right to receive benefits from any qualified retirement plan maintained by the College pursuant to this Agreement, and the Member shall in each case be subject to the express terms and conditions of

each such plan and any applicable third party contracts, agreements, or policies of insurance which may be applicable thereto. Further, and subject only to the express terms of this Agreement, the College reserves the right, in its sole discretion, to select all insurance companies, financial institutions, and/or other third party administrators that may sponsor or administer any such plan and/or issue any policies of insurance that may be applicable thereto.

Article VII Leave

7.1 Sick/Disability Leave. Sick leave is categorized into two types of leaves: one for short-term sick leave and the second for long-term sick/disability leave. The short-term leave includes maternity leave, which applies to pregnancy and childbirth, including pre-partum/post-partum care and recovery. Pregnant employees are expected to work prior to childbirth until their physician provides Medical Certification of necessity. Other short term sick leave is for personal illness, injury, or related medical conditions of the employee or immediate family member as defined below for which the length of absence per occurrence is 90 calendar days or less. Should the length of absence extend beyond 90 calendar days, the member's leave may then continue under the long-term sick/disability leave. The long-term sick/disability leave applies to employees who have completed at least one-year of employment and includes personal illness, injury, pregnancy, childbirth or related medical conditions of the employee for which the length of absence per occurrence extends beyond 90 calendar days. Unauthorized or apparent abuse of sick leave may be grounds for disciplinary action.

Immediate Family Member Sick Leave shall include the illness of an employee's spouse, domestic partner, parents, parents of spouse or partner, or child, which requires the employee to be present, or illness of minor children or doctor's appointments of an immediate family member which requires the presence of the employee.

A child of an employee is a natural child, stepchild, legally adopted child or a child who has been placed under the legal guardianship or foster care of the employee.

7.1.1 Short-term sick leave: Short-term sick leave is paid leave. The College will grant an eligible Member short term sick leave for the following specified durations for any of the following reasons:

7.1.1.1 Medical Maternity Leave - Medical maternity leave for female employees will be granted up to the date the mother is able to return to work, according to the advice of the attending medical provider. A total leave of six (6) weeks for prepartum and postpartum care recovery will be considered normal. This includes employees that have been employed for less than a year. More or less time will be granted, based on the advice and verification of the medical provider. Employees that have completed one (1) year of employment will be eligible for Family and Medical Leave Act (FMLA) leave. This leave is considered unpaid and will run concurrently with the paid maternity leave.

7.1.1.2 Parental Leave to Provide Care/Assistance to Mother and/or Child - Parental leave will be granted to the parent, spouse or partner to provide care and assistance for the newborn child and/or the mother. Parental leave is granted to assist with post-partum care and recovery of the mother and/or for bonding with the child. A total leave of six (6) weeks for postpartum care will be considered normal. This includes employees that have been employed for less than a year. More or less time will be granted, based on the advice and verification of the medical provider. Employees that have completed one (1) year of employment will be eligible for Family and Medical Leave Act (FMLA) leave. This leave is considered unpaid and will run concurrently with the paid parental leave.

7.1.1.3 Other short-term sick leave:

7.1.1.3.1 During the Member's first year of employment at the College, each Member will be provided eight (8) hours of leave for each month of actual service up to a maximum accumulation of ninety-six (96) hours. Any short-term sick leave requested by a Member during the first year beyond the Member's accumulation shall be without pay, unless the Member is able to utilize any available emergency leave or personal leave. Paid sick leave is compensated based on the employee's primary position base salary. Applicable overload, extension, co-op days, overtime, interim stipend, etc., are not considered when calculating the paid leave compensation.

7.1.1.3.2 After the Member's first year of employment, the Member shall have ninety (90) days of paid sick leave per occurrence of short-term sick leave, including Maternity leave if medically necessary pursuant to section 7.1.1.2 above. The College reserves the right to request a qualified physician's statement verifying the illness or injury of the Member. During a prolonged illness or temporary disability, the Member shall submit at 14 calendar day intervals a physician's statement regarding the Member's condition as it may affect the Member's ability to return to work. The Member is expected to return to work as soon as the Member's physician has certified in writing that the Member is able to return. The College reserves the right to have the Member examined by a physician of the College's own choosing and expense for the purpose of determining the Member's ability to return to work. The College may withhold payment of salary for the days of absence if doctor statements are not provided within two (2) weeks of such request. Sick leave is not intended as earned time off with pay and shall not be granted as such, and there is no compensation for sick leave unused at the end of the employment contract year or at the termination of employment.

7.1.2 Long-term sick/disability leave: Long-term sick/disability leave is without pay. The long-term sick/disability leave applies to personal illness, injury, pregnancy, childbirth or related medical conditions of the Member for which the length of absence per occurrence is greater than ninety (90) calendar days. The first ninety (90) calendar days of sick leave are covered by the short-term sick leave procedures. After using ninety (90) calendar days of short-term sick leave for a single occurrence of illness, injury, pregnancy, childbirth or related medical condition, a Member is covered by long-term sick/disability leave. The Member may remain on long-term sick/disability leave for a maximum of twenty-four (24) months. At the expiration of twenty-one (21) months, the College may take steps to commence termination proceedings in the event that the Member is not able to return to work because of a physical or mental disability.

The College will continue to pay the Member's health, disability and life insurance premiums for the lesser of twenty-four (24) months or until age sixty-five (65) for Members covered under the long-term sick/disability leave. A Member must apply for temporary or permanent disability insurance benefits from the College's carrier provided the disability is covered by the disability insurance policy. A Member on long-term sick/disability leave shall provide a physician's statement verifying the Member's illness or disability and the Member's ability to return to work. Such statements must be submitted at least every thirty (30) calendar days to the Human Resources Office. Failure to submit a physician's statement will terminate the Member's eligibility in the long-term sick/disability leave plan. The College reserves the right to have the Member examined by a physician of the College's own choosing and expense for the purpose of determining the Member's ability to return to work.

7.1.3 Medical Certification: The College, at any time during or after sick leave, whether short-term or long-term, shall require the Member to provide proof of necessity and duration for sick leave by a health care provider on forms provided by the College at the expense of the Member. The information required shall include:

7.1.3.1 The date on which the serious health condition commenced;

7.1.3.2 The probable duration of the condition;

7.1.3.3 Appropriate sufficient medical facts within the knowledge of the health care provider that would entitle the employee to take sick leave;

7.1.3.4 An explanation of the extent to which the employee is unable to perform the function of the employee's position;

7.1.3.5 The College shall only accept certifications on the appropriate college form;

7.1.3.6 Certifications shall be submitted within 15 days of the date requested by the College; and

7.1.3.7 The contact information for the employee's healthcare provider and if the College deems necessary, a release or authorization for the employee's healthcare provider to communicate with the College about the employee.

7.1.4 All requests for sick leave shall be initiated by contacting the Member's immediate supervisor and submitting a monthly electronic leave report through the Self-Service portal of the College's administrative software system.

7.1.5 Intermittent Leave

7.1.5.1 An employee taking leave for personal illness or illness of an immediate family member need not take such leave continuously and may take it on an intermittent basis, or by reducing the employee's scheduled work hours if the employee provides certification from the health care provider caring for the employee that leaves must be taken in that manner. If leave is not taken continuously, it will be

deducted from the employee's entitlement to leave, i.e., ninety (90) consecutive days per occurrence.

7.1.5.2 An apparent abuse of sick leave may be cause for review by the College as a possible cause for progressive disciplinary action up to or including termination of employment.

7.1.5.3 Medical verification for intermittent sick leave may be requested and required by the College for any instance when an employee takes more than three (3) intermittent sick leave days in a month's timeframe.

7.2 Personal Leave. Personal Leave is intended to provide paid time off for Members who are absent from work for personal reasons. Each Member shall be entitled to four (4) Personal Leave Days each Contract Year.

Requests for personal leave shall be approved by the immediate supervisor in accordance with all applicable administrative procedures and recorded on the electronic leave report. Prior to approval, satisfactory arrangements must be made for all missed classes and labs. Personal days may not be carried over to a subsequent year. The maximum accumulation for all Members regardless of the number of years of continuous service shall be four (4) personal days in any one Contract Year. Further, upon termination, any unused Personal Leave shall be forfeited without any compensation.

7.3 Adoption Leave. The purpose of Adoption Leave is to provide paid time off for Members who are absent from work as a result of becoming the primary caregiver of an adopted child. Adoption Leave may be granted following the commencement of the parent-child relationship, as defined in Neb. Rev. Stat. §48-234 (Reissue 2004).

During a Member's first year of employment, each Member will be entitled to eight (8) hours of adoption leave for each month of actual service up to a maximum accumulation of ninety-six (96) hours. After the completion of one year of full-time employment, each Member will be entitled to up to 240 hours (six weeks) of paid Adoption Leave each Contract Year. Any Adoption Leave requested by a Member during a Contract Year beyond the Member's accrued and unused Adoption Leave shall be without pay.

Adoption Leave must be submitted to the immediate supervisor in accordance with all applicable administrative procedures and recorded on the electronic leave report.

Adoption Leave does not apply if the child being adopted is a special needs child over eighteen (18) years of age, a child who is over the age of eighteen (18) and is not a special needs child, a stepchild being adopted by his or her stepparent, a foster child being adopted by his or her foster parent, or a child who was originally under a voluntary placement for purposes other than adoption without assistance from an attorney, physician, or other individual or agency which later results in a petition for adoption of the child by the person with whom the voluntary placement was made.

“Special needs child” means a child with intellectual disabilities; hearing impairments including deafness, speech or language impairments; visual impairments including blindness, serious emotional disturbance or behavior disorders; orthopedic impairments; autism; traumatic brain injury; other health impairments; or specific learning disabilities.

Unused Adoption Leave shall not accumulate from one Contract Year to the next. Further, upon termination of employment, any unused Adoption Leave shall be forfeited without any compensation.

7.4 Military Leave. Military Leave will be granted for military duty in the Armed Forces of the United States in accordance with the provisions of State and Federal laws.

7.5 Jury/Court Leave. Leave of absence will be given for Members in order to fulfill jury/court obligations. No deduction will be made from the salary of a Member for required appearances in court, including jury duty, when the reason for such appearance is not personal to the Member. The Member shall submit to the College all witness or jury duty payments received by the Member.

7.6 Bereavement/Emergency Leave. The purpose of Bereavement/Emergency Leave is to provide paid time off for Members who are absent from work due to emergency situations which are not covered by other leave policies.

7.6.1 Bereavement/Emergency leave may be granted with pay under the following conditions:

- A. Death of an immediate family member. Immediate family is defined as spouse or domestic partner and parents, grandparents, children, grandchildren, brothers, sisters, aunts, uncles, nieces, and nephews of the Member and the Member’s spouse or domestic partner. Adopted, half, and step members are also considered immediate family members.
- B. Absence because of a catastrophic event involving the Member or the immediate family as defined above such as fire, flood, or storms. These events usually prevent the Member from working or reporting to work.

The maximum leave for items 7.6.1.A. and 7.6.1.B shall be limited to three (3) days per incident upon the approval of the Member’s immediate supervisor and may be extended generally up to ten (10) days with the approval of the immediate supervisor, division Vice President, and the Vice President of Human Resources. Each request will be reviewed on a case-by-case basis taking into consideration individual circumstances.

The Member requesting emergency leave should notify his/her immediate supervisor of the emergency and complete the electronic leave report upon returning to campus if the form cannot be completed prior to the absence.

Personal days may be requested and used once Bereavement/Emergency leave is exhausted. Once approved paid Bereavement/Emergency Leave and personal days have been exhausted, additional

unpaid Bereavement/Emergency leave may be granted with the approval of the immediate supervisor(s), the division Vice President, and the Vice President of Human Resources.

As an alternative to taking emergency leave without pay, a Member and his/her supervisor may agree to a plan which allows the Member to make up the time missed with such duties as assigned by the immediate supervisor and approved by the Vice President of Educational Services. In such instances, the Member would not be required to take the leave without pay and the completion of a leave form would not be required. The Human Resources Office shall be forwarded a copy in memo form of any such plans which exceed eight (8) hours of missed work.

Bereavement/Emergency Leave is not intended as earned time off with pay. Unused Emergency Leave shall not accumulate from one Contract Year to the next. Further, upon termination or separation of employment any unused Emergency Leave will be forfeited without any compensation.

An apparent abuse of Bereavement/Emergency Leave may be cause for review by the College as a possible cause for progressive disciplinary action up to or including termination of employment.

7.7 Leave of Absence Without Pay. Leave of absence without pay may be granted upon approval of the immediate supervisor, appropriate Vice President, and Vice President of Human Resources when it is possible to meet the needs of the College. Members on such leave do not accrue sick or annual leave and are not paid for legal holidays.

7.8 Family and Medical Leave. The College shall provide eligible Members with Family Medical Leave as required pursuant to the Family Medical Leave Act of 1993, and as thereafter amended or as otherwise provided by applicable law.

7.9 Leave of Absence for Professional Development. The College supports the concept of professional growth and development of eligible Members and may grant a Leave of Absence for Professional Development without pay.

Any full-time Member may be given leave of absence without pay for the express purpose of vocational upgrading and/or advanced study.

The following guidelines will be used to determine leave of absence for professional development:

1. The applicant must have been employed by the College for three (3) consecutive years and have worked full-time and/or been eligible for benefits during that period.
2. Arrangements for coverage of the applicant's work assignment (including a suitable replacement if needed) will be analyzed prior to approval by the applicant's supervisor. Approval for the leave will be based upon rationale and purpose.

3. The normal deadline for completed and approved applications to be presented to the Human Resources Office will be April 1 for the following fiscal year for presentation to the Board of Governors. The Vice President of Human Resources will present the application to the Board of Governors through the President. Exceptions to the normal deadline will be at the discretion of the President.
4. The length of leave may not exceed one year.
5. No more than two percent (2%) of college staff may be gone for professional development leave at one time.
6. All applications for leave must be coordinated and sanctioned by the Vice President of Human Resources and approved by the supervisor, the Vice President of Educational Services, and the President prior to submission to the Board of Governors for ratification.

The following considerations will be associated with a granted leave of absence for professional growth:

1. The applicant will guarantee the College service two (2) times the length of the leave of absence. Should an applicant not meet this requirement, he/she would be responsible for reimbursement to the College of the paid benefits on a pro-rata basis.
2. The applicant will be guaranteed a similar position upon return.
3. All other leaves will be frozen during the leave of absence for professional growth.
4. The applicant will be eligible for all fringe benefits, to include life insurance, disability insurance, and health and accident insurance during the leave of absence for professional growth. Benefit dollars as set forth in Section 5.1 will continue to be available.
5. Salary, upon the applicant's return, will reflect all changes granted to the individual's member classification during the approved leave.
6. Applicant must provide documentation to the Vice President of Human Resources supporting the leave upon return to the College.

7.10 Sabbatical Leave. Sabbatical Leaves may be granted for the purpose of improving the quality of services provided to the constituents of Northeast Community College. While on sabbatical leave, all activities must pertain directly to the needs of Northeast Community College or contribute in a significant way to the Member's professional development or the development of the Member's field of study. These activities may include, but are not limited to, seeking an advanced degree, conducting research, or engaging in work in the Member's specialty.

Sabbatical Leave Recipients will receive all rights and privileges of the Member to include all payment and benefits outlined in the current year's faculty negotiated agreement. The salary shall be computed based on the regular faculty load, and no additional compensation shall be paid for leave that extends over non-contract days. Sabbatical Leave Recipients who receive compensation from another organization shall forfeit a portion of sabbatical leave pay if total compensation exceeds the compensation of the recipient.

7.10.1 Eligibility

- a. An award of Sabbatical Leave may be made by any Member who has been employed by the College in a full-time faculty capacity for a minimum of five (5) consecutive contract years.
- b. A Member receiving sabbatical leave shall become eligible for subsequent sabbatical leave only after fulfilling an additional five (5) consecutive contract years of employment. The duration of sabbatical leave granted shall not be used to determine eligibility for application for a subsequent sabbatical leave.
- c. Only one full time Member and alternate per academic division per contract year may be granted sabbatical leave.

7.10.2 Leave Plans - An eligible Member shall have the option of requesting either of the following plans of sabbatical leaves:

- a. One academic semester on full salary.
- b. One academic year of two semesters at one-half of the individual's contract salary for the year.
- c. One academic year of two semesters teaching at one-half load but receiving the individual's full contract salary for the leave period.

All health and life insurance shall remain in effect through the College plan in accordance with the current negotiated health and life insurance terms. All other benefits shall remain in effect including retirement match.

In cases where the Member's sabbatical is outside employment: (a) if such outside employment compensation is not greater than the Member's salary (based on the time period of the sabbatical), the sabbatical pay will be reduced by the amount of the compensation; (b) if the compensation is greater than the Member's annual salary (based on the time period of the sabbatical) the College's obligation for the Member's salary during that period will be zero.

7.10.3 Application

- a. Eligible applicants shall make a formal application in writing to the Sabbatical Leave Committee no later than January 1 preceding the Contract Year for which the leave is requested.
- b. The application shall set forth the plans for the sabbatical period, to include the type of activity to be pursued; a general summary of the activities; the value to the academic program, students, and the College; and the proposed objectives and evidence of completion.

7.10.4 Approval

- a. Applications for Sabbatical Leave will be reviewed by the Sabbatical Leave Committee, which shall consist of the Vice President of Educational Services, Dean of the program of study or division in which the applicant is employed, one officer of the Faculty Association selected by the Faculty Association, and one faculty member from the program of study or division in which the applicant is employed selected by the Faculty Association.
- b. The Sabbatical Leave Committee will consider the following criteria when reviewing applications:
 - i. The value to be received by students, the College and the Member.
 - ii. The number of years of service and elapsed time since the Member's previous sabbatical leave
 - iii. Whether there are acceptable resources and adequate coverage available during the Member's absence.
- c. The Committee shall make a recommendation to the Vice President of Educational Services, which is then presented to the President for review and consideration for approval.
- d. The Committee, the Vice President of Educational Services, and the President, all reserve the right to reject any applicants that do not meet the qualifications for Sabbatical Leave, after considering all applications in a responsible and thoughtful manner.
- e. Preliminary approval of sabbatical leave shall be made no later than March 1 for the subsequent academic year. Final approval will be given by the last contract day of the academic spring semester. Sabbatical leave is granted with the understanding that the faculty member will return to the College for at least two (2) years immediately thereafter or shall repay the salary received from the College during the leave period. The Sabbatical Leave Recipient will execute a contract with the College, which will stipulate the conditions of the leave and will be signed by both parties. If the Member breaches the contract, all compensation from the College to the Member shall cease, and all prior compensation paid by the College during the sabbatical leave shall be immediately due and payable as repayment to the College by the Member. Involuntary interruptions of the sabbatical leave beyond the Member's control shall not affect the compensation to be paid to the Member under the terms of the sabbatical leave.

- 7.10.5 Reporting - Upon the completion of sabbatical leave, the faculty member will submit a report, presentation, or other approved activity with respect to his/her activities during the period of such leave, to the Sabbatical Leave Committee and to Cabinet. The report will include a summary of the experience and will include how the experience will add value to the academic program, students and the College, and evidence the objectives set forth in the application have been accomplished.

8.1 Academic Calendar/Holidays. The President, in consultation with the President's Council, shall establish the calendar for each academic year.

The President, or designee, may also declare the College closed due to inclement weather or other reasons as deemed necessary.

Article IX
Tuition Waiver

9.1 Tuition Waiver. Subject to completion of the application process, Members and their qualified dependents, as hereinafter defined, shall be eligible to take for-credit and non-credit courses that are offered by the College and eligible for state aid tuition free. For purposes of this section, the term "qualified dependents" shall mean an eligible Member's spouse and unmarried children (son, daughter, stepson, or stepdaughter) who are less than 24 years of age and either reside with the Member or are legitimately claimed by the Member as dependents on the Member's tax return. For clarification purposes, this program only applies to tuition and does not include a waiver of or any reimbursement for any other fees, costs, or expenses related to any such course specifically including, without limitation, the cost of books or supplies. The amount of the tuition waiver is 100%.

Article X
Personnel Files

10.1 Official personnel files shall be maintained by the Human Resources Office. Prior to adding any record addressing the individual's performance, employment status, or assignment in a Member's official personnel file, the Member will be provided with a copy of such record. Each Member shall have the right to (a) review his/her official personnel file during regular office hours, and (b) include a statement signed by the Member in his/her official personnel file. As soon as is reasonably possible, and in all events within ten (10) working days following the receipt of a written request from a Member or other appropriate representative, the College shall provide the individual with electronic copies of any or all requested materials in the Member's official personnel file. If paper copies are requested, the Member shall first pay the cost of making such photocopies.

Article XI

11.1 This Article XI intentionally left blank.

Article XII
Termination

12.1 Termination of Employment. The Administrator who is the Member's immediate supervisor shall make a recommendation for Termination for review by the Vice President of Human Resources and consideration by the President. The Board, upon the recommendation from the President, shall make the final determination with respect to termination. Nothing in

this Agreement or in the College Policies and Procedures shall require a Member to have received a verbal notice, a written notice, been placed on probation, suspended, or subjected to any other form of lesser disciplinary action as a condition precedent to a recommendation of termination of employment.

12.1.1 New-Hire Probationary Employees. The Board, upon recommendation of the President, may terminate the employment of any Member who is a New-Hire Probationary Employee with or without “just cause” and for any reason that the Board in its sole discretion may determine to be appropriate at any time during the first two (2) Contract Years of such Member’s employment. Nothing in this Agreement or in the College Policies and Procedures shall require a Member to have received a verbal notice, a written notice, been placed on probation, suspended, or subjected to any other form of lesser disciplinary action as a condition precedent to any termination action, and the failure of the Board or the Administration to utilize any one or more of any other disciplinary alternatives with respect to a New-Hire Probationary Employee or the failure of the Board or the Administration to follow any other disciplinary procedure set forth herein or in the College Policies and Procedures shall not in any way limit or restrict the Board in exercising its right to terminate the employment of any New-Hire Probationary Employee. The record of any such previous or lesser disciplinary action(s) may, however, be included as evidence to support the termination of such Member’s employment.

12.1.2 Termination for Just Cause. Subject to the procedures for notice and hearing set forth in BP – 7231 of the College Policies and Procedures, the Board may, upon recommendation of the President, terminate or not renew the employment of any Member, regardless of whether or not the individual is a New-Hire Probationary Employee, at any time for “just cause.” Nothing in this Agreement or in the College Policies and Procedures shall require a Member to have received a verbal notice, a written notice, been placed on probation, suspended, or subjected to any other form of lesser disciplinary action, as a condition precedent to any termination action and the failure of the Board or the Administration to utilize any one or more of any other disciplinary alternatives with respect to a Member or the failure of the Board or the Administration to follow any other disciplinary procedure set forth herein or in the College Policies and Procedures shall not in any way limit or restrict the Board in exercising its right to terminate the employment of any Member for “just cause.” The record of any such previous or lesser disciplinary action(s) may, however, be included as evidence to support the termination or non-renewal of such Member’s employment.

12.1.3 “Just Cause” Defined. For purposes of this Section and this Agreement generally, “Just Cause” shall include but not necessarily be limited to:

- A. Breach of any material term of this Agreement
- B. Incompetence
- C. Unsatisfactory performance
- D. Neglect of duty
- E. Unprofessional conduct
- F. Insubordination
- G. Immorality or commission of a crime involving moral turpitude
- H. Physical or mental incompetence which prevents the Member from returning to his/her employment and performing the essential functions of

his/her job with reasonable accommodation following the exhaustion of all available leave

- I. Refusal or repeated failure to comply with the applicable rules and regulations
- J. Failure to satisfactorily complete any period of Employment Probation, Disciplinary Suspension, or Employee Improvement Plan implemented pursuant to AP-7322.1, AP – 7315.0 and AP-7325.0 of the College Policies and Procedures
- K. Willful damage or destruction of property
- L. Intoxication or being under the influence of non-prescribed medication or drugs while on duty
- M. Fighting
- N. Theft
- O. Falsifying timecards or other records
- P. Other conduct which has a material adverse effect on or substantially interferes with the Member's continued ability to perform his/her duties
- Q. Reduction in force

12.2 Suspension Pending Termination. In the event the recommendation for Termination is the result of any act or acts taken or omitted by the Member which constitute fraud, willful and wanton misconduct, theft or willful damage or destruction of property, a crime involving moral turpitude, or, if in the reasonable opinion of the President, the continued presence of the Member would be materially disruptive to the normal operations of the College or constitute a threat to the safety or welfare of students or other employees, then, in addition to recommending the termination of said Member's employment, the President shall have the authority in his/her sole discretion to immediately suspend said Member pending final action by the Board on the recommendation for terminating his/her employment.

12.3 Representation. A Member shall have the right to have an Association representative present at any point during any meeting or proceeding that could result in disciplinary action. This provision shall not be construed as limiting or prohibiting the right of any Member to discuss an issue informally with their immediate supervisor.

Article XIII Reduction in Force

Subject only to the provisions of Neb. Rev. Stat. §85-1530 to 1533 and BP – 7810 and AP – 7810.0 of the College Policies and Procedures, the Board shall have the absolute right, in its sole discretion, to terminate or not renew the employment of any Member as a result of a Reduction-in-Force.

Article XIV Agreement Grievance Procedure

14.1 Definitions.

14.1.1 “Grievant” shall mean a Member or a group of Members.

14.1.2 “Grievance” shall mean a dispute regarding the interpretation or application of any term or condition set forth in this Agreement.

14.2 Applicability. This grievance procedure shall not apply to the following:

14.2.1 Any matter involving the termination or non-renewal of a Member’s employment, including as a result of a Reduction-in-Force, or any suspension, demotion, probation or other disciplinary action.

14.2.2 Any matter that has previously been resolved through written agreement of the parties.

14.2.3 Absent a material change in facts or circumstances, any matters arising out of or connected with facts and circumstances with respect to which Grievant has previously filed a Grievance pursuant to this Grievance Procedure.

14.2.4 Any matters set forth in the written response or recommendation required to be provided by the Vice President of Human Resources, the President or the Board pursuant to Steps One, Two or Three of the Agreement Grievance Procedure.

14.2.5 Any matter for which the internal procedure for employee redress is prescribed by state statute; or

14.2.6 Any matter which the Grievant has already submitted to another external or internal dispute resolution process.

14.3 Time Limits for Filing a Grievance. Recognizing that Grievances should be raised and resolved promptly, a Grievance shall be raised within ten (10) calendar days after the occurrence of the action or commission giving rise to the Grievance, provided, however, if the Grievant could not have reasonably gained knowledge of the occurrence of such act or omission within said ten (10) calendar day period, then the Grievance shall be raised within ten (10) calendar days from the date the Grievant could have reasonably gained knowledge thereof, but in no event more than forty-five (45) calendar days from the occurrence giving rise to the Grievance. Agreement to extend the time limits shall not be unreasonably withheld.

All time limits contained in this Article may be extended by mutual agreement of the parties involved directly in the particular step in the Grievance Procedure, except that the time limits for the initial filing of the Grievance may be extended only by written agreement between the President and the Association or the Grievant.

14.4 Procedures

14.4.1. Step One (Informal Level). A Grievance shall be raised by the Grievant within the time period for raising the Grievance as specified above by requesting in writing an informal conference with the Vice President of Human Resources, which shall be held within ten (10) calendar days following such written request. Any settlement, withdrawal, or disposition satisfactory to the Grievant at this Informal Level shall be reduced to writing by the Vice President of Human Resources within seven (7) calendar days of the informal conference, signed by the Grievant and the Vice President of Human Resources and shall be binding on the parties as to the facts and circumstances giving rise to the grievance and the matters therein resolved; provided, however, the resolution or withdrawal of the grievance shall not constitute a binding precedent in the disposition of other similar grievances which may subsequently arise. No written record of the matter shall be added to the official personnel file of the Grievant if the Grievance is thus resolved at the Informal Level. Both the Grievant and the Vice President of Human Resources are encouraged to attempt to resolve Grievances at this Informal Level. If the grievance is not resolved at the informal conference as provided above, the Vice President of Human Resources shall prepare a written summary of the informal conference and provide the Grievant with a copy thereof within seven (7) calendar days of the conference. The Grievant shall receive a copy of the written summary and a copy will be given to the Association. The Grievant may appeal his/her Grievance by invoking the Formal Procedure which is initiated at Step Two.

14.4.2. Step Two (Formal Procedure). If the Grievance is not resolved at Step One, the Grievant may file a written appeal with the College President within ten (10) calendar days of receipt of the written summary prepared by the Vice President of Human Resources. The written appeal shall include a copy of the written summary prepared by the Vice President of Human Resources as provided in Step One, together with a clear, concise statement of the reason for the appeal to the President. The President, or his/her designee, may elect to review the appeal: (1) by a review of the written summary prepared by the Vice President of Human Resources; or (2) by requesting a personal conference with the Grievant. Depending upon which method or combination of methods the President or his/her designee elects, the application of the following procedures shall be used:

- a. Review of the Record. The President or his/her designee, at his/her discretion, may within seven (7) calendar days after receiving the appeal make a decision without a conference or a hearing and within said period of time notify the Grievant and the Vice President of Educational Services of the decision. A copy of this appeal and the decision of the President, or his/her designee, shall be provided to the Human Resources Office with copies to the Grievant and the Association.
- b. Conference. The President or his/her designee, at his/her discretion, may within seven (7) calendar days after his/her receipt of the written appeal request a conference with the Grievant. The President or his/her designee, within seven (7) calendar days after said conference, shall make a written decision and send a copy to the Grievant and the Vice President of Educational Services. A copy of this appeal and decision of the President or his/her designee shall be filed in the Human Resources Office with a copy given to the Association.

14.4.3. Step Three (Appeal). If the Grievant is not satisfied with the disposition of his/her grievance at Step Two, he/she may file a written appeal to the Board within ten (10) calendar days of the receipt by the Grievant of the decision rendered by the President or his/her designee and may also request a hearing by the Board. The written appeal shall include a copy of the original written request for an informal conference with the Vice President of Human Resources, the written summary of the informal conference prepared by the Vice President of Human Resources, and the written decision of the President or his/her designee, together with a clear, concise statement of the reason for the appeal to the Board. The Board may, in its discretion, review the grievance solely on the basis of the record of the prior proceedings of the grievance, or call the Grievant before the Board for a full or partial hearing, in which event the Grievant shall appear at said hearing and respond to any questions the Board may have in the matter. Not later than the next regular meeting of the Board following the filing of the appeal, the Board shall determine whether the appeal is to be by review of the record of the prior proceedings of the grievance or whether it shall be by full or partial hearing. The recording secretary of the Board shall notify the President and the Grievant of the Board's decision in this respect. The appeal shall then be reviewed or heard by the Board not later than the conclusion of the Board's next regularly scheduled meeting. The Board shall render its decision on the appeal in writing not later than the conclusion of its next regular meeting following the conclusion of such hearing. A copy of the appeal and the Board's written decision shall be given to the Grievant, the Association, and the Human Resources Office. The Board's decision on the appeal shall be final under this Grievance Procedure. The Step Three procedure may be changed by mutual agreement of the Member and the Board. In the event a hearing is held, a transcript of the hearing shall be made, and any party may request a copy of the same at that party's expense. Each party shall be responsible for their own costs and fees incurred in their presentation at the hearing.

14.5. Time Limits. The failure of the Grievant to act within the prescribed time limits will serve as a waiver to the Grievant's right to file a Grievance or pursue any further appeal. Any Grievance not filed or appealed within the time limits shall be deemed settled or waived.

14.6 Effect of Resort to Other Procedures. If, prior to seeking the resolution of dispute under this agreement by filing a Grievance hereunder, or if while this Grievance Procedure is in progress, the Grievant seeks resolution of the Agreement dispute in any other forum, whether internal or external, administrative or judicial, then, in that event, the Board and the Administration shall be free from the obligation to proceed further with the resolution of the dispute pursuant to the terms of this Grievance Procedure.

14.7 Representation. The Member may represent himself or herself or be represented by the Association or by legal counsel of his/her choice at his/her own expense. If a Member or Members elect not to seek representation by the Association, then, in that event, the Vice President of Human Resources shall inform the Association in writing that the Grievance has been filed, and the Association shall be provided with a written statement of the resolution of any Grievance filed under this section.

14.8 Resolution of the Grievance Cannot Violate this Agreement. No resolution of a Grievance shall be in any way inconsistent with the terms of this Agreement.

14.9 Appearances of a Member in the Grievance Procedure. When a Member participates in a Grievance conference, meeting, or hearing, the Member's salary and fringe benefits shall neither be reduced nor increased for time spent in those activities.

14.10 Notification. All Grievances, requests for review, notices, and decisions shall be transmitted by personal service, certified or registered mail, postage prepaid, return receipt requested. In the event of a question as to the timeliness of any Grievance, request for review, notice, or discussion, the date of posting shall be determinative. In the event that an action falls on a Saturday, Sunday, or College holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

14.11 Retaliation. Under no circumstances will any Member who in good faith files a Grievance be subject to any form of retribution or retaliation as a result of having taken such action. Any person who makes or participates in such retribution or retaliation, directly or indirectly, will be subject to disciplinary action. A person who believes he/she has been or is being subjected to retribution or retaliation should immediately notify the Vice President of Human Resources.

Article XV Miscellaneous

15.1 Severability. In the event that any provisions of this Agreement or any part thereof is for any reason found by a court of competent jurisdiction to be in violation of the state or federal constitution, statute, or regulations promulgated thereunder or to be otherwise unenforceable, the remainder of this Agreement and each other provision or part hereof shall nevertheless be and remain in full force and effect throughout the Term of this Agreement.

15.2 Complete Understanding. The parties acknowledge and agree that during the term of negotiations which have resulted in this Agreement, they and each of them have had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all of the understandings and agreements arrived at thereby are set forth in this Agreement; that this Agreement is intended to supersede and replace all prior agreements or understandings between the College and the Association; and that this Agreement constitutes the entire Agreement between the parties for the period herein stated and shall not be altered, amended, supplemented, deleted, enlarged, or modified, except through mutual agreement set forth in writing and signed by the parties hereto.

15.3 Reservation of Management Rights. Except as otherwise expressly set forth herein, the Board and the Administration hereby expressly reserve exclusively unto themselves all rights, functions, responsibilities, powers, discretions, authorities, and prerogatives vested in them or either of them, whether or not exercised, specifically including, without limitation, the right to hire, evaluate, and promote; the right to maintain order and efficiency; the right to schedule work; the right to control transfers and assignments; the right to determine what activities may be sponsored; the right to determine the means and methods by which operations of the College and its constituent parts are conducted; and the right to determine curriculum, class size, and the types of specialists to be employed; and nothing herein shall be deemed or construed in any way

to limit, restrict, or constitute a delegation or waiver of any such rights, functions, responsibilities, powers, discretions, authority, or prerogatives.

15.4 Effect on College Policies and Procedures. This Agreement is intended to bind the parties and inure to the benefit of the Members. Accordingly, any conflicts or inconsistencies between the terms of this Agreement and the terms of College Policies and Procedures shall be governed exclusively by the terms of this Agreement.

15.5 Binding Effect. This Agreement shall be binding upon the parties, the Members and, in the case of the Board and the Association, their officers, directors, members, receivers, successors, trustees, personal representatives, and assigns.

15.6 Nebraska and/or Federal Law Changes. In the event there is a change in either Nebraska or Federal law through either legislative action or court decision subsequent to the effective date of this Agreement and during the term hereof, the parties hereto agree that this Agreement shall be modified or amended only to the extent necessary to bring this Agreement into compliance with either Nebraska or Federal law. The parties agree to meet and confer with regard to any such modification or amendments as a result of a change in either Nebraska or Federal law.

15.7 Right to Renegotiate. In each Contract Year, the parties understand the Nebraska Legislature may modify the amount of financial support to the College, which may include, but is not limited to, decreasing the amount of direct state aid, the amount of the maximum levy, the percentage of the assessed value of property subject to tax, or other reason. Therefore, if, as a result of an act of the Nebraska Legislature, the amount of financial support to the College is modified, the parties reserve the right to reopen negotiation for any Contract Year covered by this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first stated above.

Board of Governors of the Northeast Community
College Area

By: _____



Chairperson

Northeast Community College Faculty Association

By: _____



President

4.10 Technology-Based Instruction Compensation

Northeast Community College promotes the use of technology-based instruction to improve access and provide broader lifelong learning opportunities for all students. The development of technology-based courses and the training of faculty are in accordance with the Faculty Training and Compensation Procedures for Technology-Based Instruction.

FACULTY TRAINING AND COMPENSATION PROCEDURES FOR TECHNOLOGY-BASED INSTRUCTION

FACULTY TRAINING

The College will provide formal training to all faculty teaching via technology-based platforms. Faculty must participate in training prior to teaching in a technology-based environment. These training opportunities will provide faculty with competencies necessary to maximize the instructional value of technology-based platforms, instill knowledge of best practices in technology-based education pedagogy, and assist faculty in developing appropriate assessment strategies for measuring student learning.

Faculty who successfully complete this required training as certified by the College's Instructional Designer will receive a one-time stipend equal to twenty-five percent (25%) of the current overload rate for one credit hour. Training may be waived by the Director of Learning Technologies and Client Services if the Member has previous technology-based training and/or technology-based teaching experience.

FACULTY ASSIGNMENTS FOR TECHNOLOGY-BASED COURSES

Northeast Community College's technology-based instruction is an important avenue for assuring access to college courses regardless of the student's geographic or time constraints. Therefore, the College reserves the right to designate course assignments regardless of delivery method for all faculty. All new full-time faculty hired by the College will be required to participate in technology-based course training within two years of their appointment.

COMPENSATION FOR COURSE DEVELOPMENT

The College will compensate faculty to develop online or hybrid courses where at least fifty percent (50%) of the instruction is delivered online. Faculty are expected to develop content, activities, student learning assessments, and participate actively with the Instructional Designer in the development of each course. Courses eligible for such compensation must receive prior approval from the appropriate Division Dean and the Vice President of Educational Services. Development compensation is available one time for each course number for each instructor. Compensation will be dispersed upon approval by the Instructional Designer, assuring that the

course is complete and meets all of the College's standards for delivery. Interactive television courses, course revisions, and course updates are not eligible for compensation.

Course development compensation rates are as follows:

1. Fully online courses:
 - A. Faculty who develop a new online course number for the first time the course is taught at the College will be compensated at one half the current overload rate times the total credit hours of the course under development OR provided an equal amount of release time, at the instructor's preference.
 - B. Faculty who teach a new online course number for the first time but which has originally been developed by another faculty will be compensated at one fourth the current overload rate times the total credit hours of the course OR provided an equal amount of release time, at the instructor's preference.
2. Hybrid courses: Faculty who develop a new hybrid course will be compensated at one fourth the current overload rate times the total credit hours of the course under development OR provided with an equal amount of release time, at the instructor's preference.
3. Existing online to hybrid course conversions will not receive additional development compensation.
4. Faculty who convert previously compensated existing hybrid courses to fully online formats will be paid an additional one fourth the current overload rate times the total credit hours of the course under development OR provided with an equal amount of release time, at the instructor's preference.

TECHNOLOGY-BASED CLASS SIZES

All technology-based class sizes will not exceed twenty-two (22) students without permission of the instructor. The exception to this policy will be for those courses in which the maximum class size delivered in a traditional face-to-face format has been set below twenty-two (22) students to support effective teaching and learning. Enrollment in excess of the maximum class size may be allowed upon approval of the Member and completion of the Online Course Enrollment Maximum Memorandum of Understanding form. Compensation to the Member for enrollment in excess of the maximum class size as of the close of open student enrollment shall be as follows: a) for one to seven (1-7) students in excess of the maximum class size, a pro-rated amount per student based on the overload rate; and b) for eight (8) students or more in excess of the maximum class size, the full overload rate as an additional section of the class. Hybrid courses will be regulated by traditional classroom size capacities. The respective Academic Dean, in consultation with the instructor, shall have the right to determine exceptions to class sizes.

EVALUATION

Regular and systematic evaluations will be conducted to assess the effectiveness of technology-based instruction. Course/instructor evaluations for technology-based classes shall be in line with procedures used for evaluation of classes taught through traditional methods. A technology-based learning survey will be conducted with all technology-based

learning students every two years as a strategy for continuous improvement in the College's technology-based education program and will include the assessment of student satisfaction with technology-based learner support services.