

AGREEMENT
BETWEEN
NORTH CENTRAL STATE COLLEGE,
AND THE CHAPTER
OF THE
NORTH CENTRAL STATE FACULTY
ASSOCIATION – AMERICAN
ASSOCIATION OF UNIVERSITY
PROFESSORS

Effective: December 17, 2008

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Article I. Agreement and Recognition

Section 1.01 This is an agreement by and between North Central State College (hereinafter referred to as the "College") and the North Central State Faculty Association-American Association of University Professors (hereinafter referred to as the "NCSFA-AAUP").

Section 1.02 The purpose of this Agreement is to set forth the understanding between the parties as to the terms and conditions of employment of Members of the Bargaining Unit specified herein.

Section 1.03 The provisions of this Agreement shall take precedence over any practices, policies, or procedures which are inconsistent with its terms. Such inconsistent policies shall be null and void.

Section 1.04 The College recognizes the NCSFA-AAUP as the sole and exclusive representative as defined by law for the members of the bargaining unit described below. Exclusive recognition means that the College will not deal with any other organization, or any individual, in a manner or for a purpose inconsistent with this exclusive recognition.

Section 1.05 The bargaining unit shall include all full-time Faculty at the Mansfield Campus and Shelby Center of North Central State College, including Clinical Coordinators and Program Directors. Excluded from the bargaining unit are President; Vice-Presidents; Deans, Assistant Deans, and Associate Deans of colleges; assistants to the President and Vice-Presidents; Division Coordinators, and Academic Chairs; Librarians; Adjunct, part-time, temporary, visiting, and research faculty; College NOW Instructors; contract professional employees, supervisory employees; and all other employees of North Central State College.

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Article II. Management Rights

Except as limited by this Agreement, the College retains all rights, powers, duties, and authority granted to it by law, and is vested exclusively with rights of management as defined in Revised Code Section 4117.08 (C.), including but not limited to, its rights to:

Section 2.01 Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the College, standards of service, its overall budget, utilization or technology, and organizational structure.

Section 2.02 Direct, supervise, evaluate, or hire employees, including hiring auxiliary employees or special contract employees.

Section 2.03 Maintain and improve the efficiency and effectiveness of College operations.

Section 2.04 Determine the overall methods, process, means, or personnel by which College operations are to be conducted.

Section 2.05 Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees.

Section 2.06 Determine the adequacy of the work force.

Section 2.07 Determine the overall mission of the College as a unit of the Public Higher Education System of the State of Ohio.

Section 2.08 Effectively manage the work force.

Section 2.09 Take actions to carry out the mission of the College as a member of the Public Higher Education System of Ohio.

Section 2.10 Except as limited by this Agreement, nothing contained herein shall in any way limit the College's right to adopt, modify, implement, or terminate policies, rules, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities.

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Article III. Academic Freedom

Section 3.01 The College and the NCSFA-AAUP agree that academic freedom is essential to the wellbeing of the College.

Section 3.02 Faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties at the College; but research for pecuniary return should be based upon an understanding with the College administration.

Section 3.03 Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. The intent of this statement is not to discourage what is "controversial."

Section 3.04 College faculty are citizens, members of a learned profession, and representatives of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational representatives, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

Section 3.05 Administrators and faculty shall protect, defend, and promote both academic freedom and academic responsibility.

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Article IV. Intellectual Property

Prior to the next contract and no later than October 1, 2009, the parties agree to enter into discussions to explore the concept of "Intellectual Property" and its applicability at North Central State College. A committee will be formed by the Association-Management Committee with equal numbers of

administration and association members. The intent is to arrive at a possible recommendation to be made to the bargaining committees for the 2011 negotiations. Any recommendation will become part of the negotiating process and its outcome determined by the parties at the table at that time. The committee on intellectual property shall dissolve once their recommendation has been made.

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Article V. Negotiations

Section 5.01 Initiating Negotiations

If either of the parties desires to commence bargaining on a successor agreement, it shall notify the other party, in writing, at least ninety (90) calendar days, but no more than one hundred twenty (120) calendar days prior to the expiration of the current agreement. Notification in writing from the Association shall be served on the College President, and from the College shall be served on the President of the Association. Any written request shall include the following information:

- (a) Date the request was written.
- (b) Statement of purpose of the meeting.
- (c) Name, position, address and phone number of the person who represents the initiating party so that the two representatives may arrange a mutually satisfactory time for the initial negotiations meeting.
- (d) The receiving party will send a written reply of acknowledgement within seven (7) calendar days.
- (e) The initiating party will provide notice to the State Employment Relations Board

(SERB). Section 5.02 Negotiations Meetings

- (a) The first negotiation session shall be held within (15) calendar days of the date the initial request of intent to bargain was received.
- (b) The first item of business will be the exchanging by both parties of negotiation proposals, written and in language suitable for inclusion in any final agreement. These initial negotiation proposals shall clearly note what current contract language has been modified or deleted and what new language has been added. Initial negotiations proposals shall enumerate articles the same way as in the current contract; shall leave an article out of the proposal package if there are no changes, additions or deletions to it; shall place all new articles at the end of the proposal package; and shall preserve the enumeration of provisions/sections within an article, as much as feasible. Once the parties have exchanged their fully written proposals, no new proposals may be introduced for consideration during the course of negotiations without the mutual consent of the parties. All tentative agreements reached by the parties shall be initialed by both parties. Once a tentative agreement is reached, no further discussion shall take place on the issue unless by mutual agreement.
- (c) All subsequent negotiation sessions shall be scheduled by the negotiating teams. A negotiating meeting shall not adjourn until a date, time, and place for the next session has been established. Meetings shall be scheduled with the least interruption of work/class schedules. All meetings, including mediation, shall be in executive session unless otherwise mutually agreed upon by both parties in writing.

Section 5.03 Negotiation Time Limits

- (a) Either party may call for a recess of the negotiation session to permit the requesting party to caucus. Caucus shall be of reasonable length.
- (b) Items under negotiation must be resolved to the mutual satisfaction of both parties, within sixty (60) calendar days of the first scheduled meeting. However, if both parties agree, extensions of time for negotiations may be granted. If no agreement is reached, the disagreement procedure outlined in this document shall be implemented.
- (c) Any time limits established under this Article may be modified by mutual agreement of both parties.
- (d) "Days" shall mean calendar days unless specified otherwise.

Section 5.04 Representation

- (a) Each team shall limit its representation to not more than six (6) members unless otherwise agreed upon at the first meeting. Each team shall designate one (1) chief spokesperson who shall make verbal response for team members and be responsible for signing any tentative agreements. Signed, tentative agreements shall not be changed except by mutual agreement by both parties.
- (b) Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings; or for the purpose of providing information pertinent to negotiations. The cost of such consultant shall be borne by the party requesting their services.

Section 5.05 While Negotiations are in Progress

- (a) During any phase of negotiations, prior to the first scheduled mediation date, there will be no public releases of information to the media or public by either party. After the first scheduled mediation date, there will be no public releases of information to the media or public by either party without a 24-hour notice to the other party.
- (b) Both parties may issue progress reports to their respective members so as to keep their members informed with respect to the progress of negotiations.

Section 5.06 Agreement

- (a) When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the agreement shall be submitted to the Board of Trustees. Upon official adoption by the Board of Trustees the Agreement shall be signed by both parties. The two chief negotiators shall then make nonsubstantive organizational changes to the contract prior to its final printing. The College will provide an electronic copy of the ratified contract to all members of the bargaining unit.

Section 5.07 Disagreement

- (a) If after the sixty (60) calendar days after initiation of the bargaining process, the parties cannot reach an agreement on all issues being negotiated, either party may request, in writing, that the terms of the disagreement be submitted to the Federal Mediation and Conciliation Service (FMCS). If one party requests the services of a mediator, the other party will join in the written request.
- (b) The mediator shall have authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to bind either party to any agreement(s).
- (c) If after thirty (30) calendar days the mediator cannot facilitate an agreement, the parties will have exhausted their contractual impasse procedure. The parties shall have the rights granted by Chapter 4117 of the Ohio Revised Code as conditioned and restricted therein.

Section 5.08 Alternative Methods of Bargaining

- (a) The College and the NCSFA-AAUP will meet at least 6 months prior to the contract expiration to discuss the possibility of engaging in alternative methods of bargaining.
- (b) If an alternative approach is mutually agreed upon, the ground rules for that approach will be decided by the College and the Association.

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Article VI. Grievance/Arbitration Procedure

Section 6.01 Philosophy and Purpose

- (a) The purpose of the grievance procedure is to secure a decision at the lowest level by the Administrator having the authority to resolve it.
- (b) Every effort should be made to resolve the issue when it arises on an informal basis rather than enter in to formal proceedings.
- (c) This procedure will be available to all unit employees with the guarantee that no reprisals of any kind will be taken against any employee initiating or participating in the grievance procedure. Any reprisals would also be subject to the grievance procedure.

Section 6.02 Definitions

- (a) A GRIEVANCE shall be defined as the affected bargaining unit member making a formal charge or claim alleging that there has been a violation, misapplication of, or a failure to comply with a provision of this Agreement.
- (b) A GRIEVANT shall be defined as the affected bargaining unit member or the NCSFA-AAUP expressing a grievance. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.
- (c) WORKDAY, any day (excluding Saturdays and Sundays) when the College, according to the official calendar, is open and conducting College business and classes are in session.

Section 6.03 Procedures

- (a) The procedures of the grievance system are divided into informal and formal methods. Regardless of the method, it is important that the grievance be processed as quickly as possible at each administrative level, so as to render a decision to the grievant as soon as possible.
- (b) The number of days indicated herein, should be considered maximum.
- (c) Time limits specified may be extended by mutual agreement of all parties involved.

Section 6.04 Informal Procedure

- (a) The College and NCSFA-AAUP agree that a number of potential grievances may be avoided if the affected bargaining unit member and the appropriate College administrator (lowest level administration with ability to resolve the grievance) are able to discuss and resolve problems by these means. These informal discussions may include representation by NCSFA-AAUP. If the potential grievance is not resolved by this informal procedure within fifteen (15) working days of the alleged violation, misapplication or failure to comply with a provision of this Agreement, then a formal written grievance may be filed. Members of the bargaining unit and College are encouraged to work out grievances on an informal basis wherever possible. While an individual grievant has the right to be advised or assisted by the NCSFA-AAUP in attempting to secure informal resolution, such advice or assistance is not required. However, any resolution achieved without the NCSFA-AAUP's assistance shall not be binding upon the NCSFA-AAUP or another bargaining unit member. Nothing shall be construed as limiting the right of the grievant or of the NCSFAAAUP to present a formal grievance within the 15 work days as specified in THE FORMAL PROCEDURE of this article.

Section 6.05 Formal Procedure (Step 1)

- (a) The grievant who wishes to file a formal grievance shall submit a completed copy of the Grievance Report Form, to the divisional Dean within fifteen (15) working days of the act or occurrence giving rise to the grievance or no later than fifteen (15) days after the grievant knew or should have known of the act or occurrence. The form shall be complete and contain a concise statement of the grievance and must cite specific sections of this Agreement being grieved.
- (b) The Dean or designee shall meet with the grievant and render a decision, including rationale, in writing. This entire process must be completed within fifteen (15) working days of receipt of the grievance. Copies shall be provided to the grievant, NCSFA-AAUP President, and the Director of Human Resources.

Section 6.06 Academic Vice President Review (Step 2)

- (a) If the grievance is not resolved at this point, the grievant may submit to the Academic Vice President, a completed copy of the Grievance Report Form within ten (10) working days after the Dean renders a decision.
- (b) The Academic Vice President or designee shall meet with the grievant and render a decision, including rationale, in writing. This entire process must be completed within fifteen (15) working days of receipt of the grievance. Copies shall be provided to the grievant, NCSFA-AAUP President, and the Director of Human Resources.

Section 6.07 Presidential Review (Step 3)

- (a) If the grievance is not resolved at this point, the grievant may submit to the President or his designee, a completed copy of the Grievance Report Form within ten (10) working days after the Academic Vice President renders a decision.
- (b) The President or designee shall meet with the grievant and render a decision, including rationale, in writing. The grievant is entitled to have representatives present at the hearing. This entire process must be completed within fifteen (15) working days of receipt of the grievance. Copies shall be provided to the grievant, NCSFA-AAUP President, and the Director of Human Resources.

Section 6.08 Binding Arbitration (Step 4)

- (a) If the grievance is not resolved by the President, the grievant upon written approval of NCSFA-AAUP may submit to the President a completed copy of the Grievance Report Form within ten (10) working days of the receipt of the written response by the President, and may request an outside arbitrator.
 - (b) Within ten (10) work days of the request for arbitration, representatives of the College and NCSFA-AAUP will conference to select an arbitrator by mutual written consent or request the Federal Mediation and Conciliation Services (FMCS) to supply a list of arbitrators.
 - (c) Within ten (10) work days following receipt of a list of arbitrators from FMCS, the parties shall mutually select an arbitrator. If the arbitrator is not selected by mutual agreement, the parties will alternate in striking names until only one (1) name remains. The party to strike first shall be determined by a flip of the coin, or as the parties otherwise agree. If the list of arbitrators is not acceptable to both parties, the parties may request a new list of arbitrators.
 - (d) The fees and expenses of arbitration shall be borne equally by the College and NCSFA-AAUP. If a court reporter is requested and a transcript ordered by only one party, the court reporter's attendance fee, and the cost of transcripts for that party and the arbitrator shall be borne by the requesting party. If both sides request a transcript, the attendance fee and transcript costs shall be split equally between the parties.
 - (e) The arbitrator shall be requested to render a decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the close of the hearing unless the parties agree otherwise. The arbitrator's decision shall be final and binding upon the parties. Arbitration shall be limited to one grievance at any one time.
- (0 The arbitrator shall not have the power to add to or subtract from, or modify any of the terms of this Agreement, nor make any award, which is inconsistent with terms of this Agreement or contrary to law. The arbitrator shall expressly confine any decision to the precise issues(s) submitted for arbitration and shall have no power to make any award that exceeds the remedy requested.

Section 6.09 General Provisions

- (a) All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
- (b) A grievance may be withdrawn at any level by the grievant without prejudice.
- (c) Time limits indicated in this grievance procedure are maximum limits only. Every effort shall be made to resolve the grievance at the earliest possible date. However, any grievance not timely presented for disposition at any step herein shall not thereafter be considered a grievance under this Agreement and shall be deemed settled pursuant to the last response of the College and further appeal shall be waived and barred. Failure on the part of the College to timely respond to a grievance at any step shall cause such grievance to proceed to the next step within the appropriate time period.
- (d) Within the above time frames, the parties may agree to hold additional meetings.
- (e) If a grievance must be resolved at a specific administrative level because of the authority vested in that position, preliminary levels may be by-passed by mutual consent of all parties.

- (f) The grievant must be present at each and every step herein, and NCSFA-AAUP has the right to be present at each and every step.
- (g) Both parties are to have reasonable access to relevant available information concerning the grievance.
- (h) The grievant, upon request, shall be entitled to NCSFA-AAUP representation at any meeting of the grievance procedure. During the term of this Agreement, no organization other than the NCSFA-AAUP shall be permitted to represent any bargaining unit member in the grievance process.
- (i) All notices of hearings and disposition of grievances shall be first hand delivered, with date of receipt recorded therein, or if hand delivery is not appropriate, mailed by registered letter to the grievant's last known mailing address. It is the responsibility of the grievant to keep the College informed as to current mailing address. Notice under this article will be provided to NCSFA-AAUP and the College in the same manner.
- (j) All meetings or hearings under the grievance procedure shall be conducted at a mutually agreeable time and place.

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Article VII. Governance

Section 7.01 Shared Governance

- a) It is recognized that the faculty can provide valuable contributions to all levels of the College administration. It is also recognized that faculty are uniquely qualified to participate in the governance of the College with respect to academic matters.
- b) The Administration and the NCSFA-AAUP value the significant contributions the Faculty make to the College, and recognize that the Faculty has significant responsibility for making recommendations on such areas as curriculum, academic advising, subject matter, methods of instruction and student recruitment. Additionally, the involvement of faculty in the selection of the President, Academic Vice President, Academic Deans, Department Chairs and Faculty is crucial to this governance process. Other than the position of President, the final recommendation to the Board of Trustees shall be the responsibility of the President. Such recommendations shall be made in consultation with and participation of the appropriate faculty as set forth below.
- c) On all such matters of governance, final decisions are the responsibility of the Board of Trustees, which authority it has delegated to the President and the Administration. In light of this delegation, both Administration and the NCSFA-AAUP agree that a collegial system of academic governance be maintained so that faculty has a mechanism and procedures, independent of collective bargaining, for participation.

Section 7.02 Acknowledgement of Faculty Caucus

- a) The College and the NCSFA-AAUP recognize the Faculty Caucus as the primary means through which the faculty is engaged in governance with respect to academic matters.
- b) This engagement will happen through the establishment of and faculty appointment to committees.
- c) The Faculty Caucus shall have the right to act independently of the Staff Caucus in what it deems as the best interests of the College and the Faculty.

- d) The NCSFA-AAUP in no way relinquishes its responsibility to represent bargaining unit members.

Section 7.03 Selection Procedures

When a vacancy occurs in a position held by a bargaining unit member, the Division Dean will confer with the department or program faculty to assess the need to fill the position.

(a) Faculty Members of the Bargaining Unit

- (i) A search committee will be assembled by the Division Dean. At least three (3) faculty shall be appointed by the Faculty Caucus, preferably from the affected program/department/division. Additional staff and/or administrators may be invited by the Dean to participate. The Human Resources representative may participate as a non-voting member.
- (ii) Applications will be reviewed by Human Resources and a designated faculty member of the search committee to determine if the applicants meet the required qualifications.
- (iii) Each internal candidate will be notified by Human Resources as to whether or not they meet the position qualifications. Non-qualified internal candidates will be advised of possible professional development opportunities to obtain required qualifications for future consideration. The applications of qualified candidates will be forwarded to the search committee for consideration.
- (iv) The search committee shall review applications of qualified candidates, determine a pool of qualified candidates to consider, interview candidates and make a recommendation to the Vice President for Learning. If the candidate is rejected, the committee may re-open the search process or recommend a previously interviewed candidate.

(b) Department Chair

- (i) A search committee will be assembled by the Division Dean. At least three (3) faculty shall be appointed by the Faculty Caucus, preferably from the affected department/division. Additional staff and/or administrators may be invited by the Dean to participate. The Human Resources representative may participate as a non-voting member.
- (ii) Applications will be reviewed by Human Resources and representatives of the search committee to determine if the applicants meet the required qualifications. One representative must be a faculty member assigned by the Faculty Caucus.
- (iii) Each internal candidate will be notified by Human Resources as to whether or not they meet the position qualifications. Non-qualified internal candidates will be advised of possible professional development opportunities to obtain required qualifications for future consideration. The applications of qualified candidates will be forwarded to the search committee for consideration.
- (iv) The search committee shall review applications of qualified candidates, determine a pool of qualified candidates to consider, interview candidates and make a recommendation to the Vice President for Learning. If the candidate is rejected, the committee may re-open the search process or recommend a previously interviewed candidate.

(c) Academic Division Dean

- (i) A search committee will be assembled by the Academic Vice-President. At least three (3) faculty shall be appointed by the Faculty Caucus. Additional staff and administrators may be invited by the Academic Vice-President to participate not to exceed the number of faculty on the committee. The Human Resources representative may participate as a non-voting member. The Academic Vice-President or designee may lead the search process and may engage an external search firm to assist.
- (ii) Applications will be reviewed by Human Resources and representatives of the search committee to determine if the applicants meet the required qualifications. One representative

must be a faculty member assigned by the Faculty Caucus.

- (iii) Each internal candidate will be notified by Human Resources as to whether or not they meet the position qualifications. Non-qualified internal candidates will be advised of possible professional development opportunities to obtain required qualifications for future consideration. The applications of qualified candidates will be forwarded to the search committee for consideration.
- (iv) The search committee shall review applications of qualified candidates, determine a pool of qualified candidates to consider, interview candidates and make a recommendation to the President. If the candidate is rejected, the committee may re-open the search process or recommend a previously interviewed candidate.

(d) Academic Vice-President

- (i) A search committee will be assembled by the President. At least three (3) faculty shall be appointed by the Faculty Caucus. Additional staff, administrators or external constituents may be invited by the President to participate with the total number of participants not to exceed eight (8). The Human Resources representative may participate as a non-voting member. The President may engage an external search firm to assist or lead the search process.
- (ii) If an external search firm is engaged, all applications will be reviewed by that firm to determine qualified applicants; otherwise, applications will be reviewed by Human Resources and representatives of the search committee to determine if the applicants meet the required qualifications. One representative must be a faculty member assigned by the Faculty Caucus.
- (iii) Each internal candidate will be notified by Human Resources as to whether or not they meet the position qualifications. Non-qualified internal candidates will be advised of possible professional development opportunities to obtain required qualifications for future consideration. The applications of qualified candidates will be forwarded to the search committee for consideration.
- (iv) The search committee shall review applications of qualified candidates, determine a pool of qualified candidates to consider, interview candidates and make a recommendation to the President. If the candidate is rejected, the committee may re-open the search process or recommend a previously interviewed candidate.

(e) President

- (i) A search committee will be assembled by the Board of Trustees. At least three (3) faculty shall be appointed by the Faculty Caucus. Additional staff, administrators or external constituents may be invited by the Board of Trustees to participate. The Human Resources representative may participate as a nonvoting member. The Board of Trustees may engage an external search firm to assist or lead the search process.
- (ii) If an external search firm is engaged, all applications will be reviewed by that firm to determine qualified applicants; otherwise, applications will be reviewed by Human Resources and representatives of the search committee to determine if the applicants meet the required qualifications. One representative must be a faculty member assigned by the Faculty Caucus.
- (iii) Each internal candidate will be notified by Human Resources as to whether or not they meet the position qualifications. Non-qualified internal candidates will be advised of possible professional development opportunities to obtain required qualifications for future consideration. The applications of qualified candidates will be forwarded to the search committee for consideration.
- (iv) The search committee shall review applications of qualified candidates, determine a pool of qualified candidates to consider, interview candidates and make a recommendation to the Board of Trustees. If the candidate is rejected, the committee may re-open the search process or recommend a previously interviewed candidate.

Section 7.04 Association-Management Committee

- (a) The Association-Management Committee shall have equal representation and may be comprised of up to five (5) members from the College and up to (5) members from the NCSFA-AAUP unless agreed otherwise.
- (b) The parties agree to meet at least once each quarter to address issues related to administration of this Agreement and matters of concern to either party in order to maintain a harmonious relationship. The parties shall jointly develop an agenda for the meeting no less than seventy-two (72) hours prior to the meeting.
- (c) Additional meetings shall be scheduled upon the request of either party. The meeting will be held within ten (10) days from the day of the request unless an extended date is agreed to by both parties. The parties shall jointly develop an agenda for the meeting no less than seventy-two (72) hours prior to the meeting.
- (d) This Committee shall not be used as a substitute for the Grievance Procedure.

Section 7.05 Inter-Government Council

The NCSFA-AAUP may designate a representative to the Inter-Government Council.

Section 7.06 Curriculum

Prior to any decisions being rendered, faculty within a program will be provided the opportunity to provide input regarding the development of changes to or discontinuance of curriculum in the affected program.

Section 7.07 Class Assignment Request

Faculty may request in writing thirty (30) days prior to the start of the quarter, class assignments based on their qualifications and seniority.

Section 7.08 Grade Changes

Barring faculty malfeasance and excluding the College's Grade Appeal Policy, grade changes are not permitted without the permission of the faculty member that taught the class.

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Article VIII. Reduction in Force

It is the intent of North Central State College to provide stable employment. The College may determine, that changes in programming, insufficient financial support, decline in student enrollment, student load and/or services may result in the layoff of bargaining unit members. Prior to the decision to lay off bargaining unit members, the College will confer with the faculty caucus and NCSFA-AAUP to review possible alternatives and discuss the division(s), department(s), and program(s) which may be affected.

Section 8.01 Procedure Prior to Layoff of Full-Time Faculty:

- (a) Any reduction in force shall be first accomplished through attrition insofar as it is possible to do so — that is, the number of bargaining unit members affected by the layoff will be kept to a minimum by not employing replacements for those bargaining unit members who retire or resign. The employment of replacements for some positions may be necessary in the event that bargaining unit members do not possess the necessary qualifications for the position to be filled.
- (b) The College, after consulting the Faculty Caucus and NCSFA-AAUP, shall define the division(s), departments, and program(s) within which a reduction in force will occur. Where a reduction in the part- time and/or temporary faculty base will not adversely affect a program's operational stability, the College will layoff and/or decline to rehire adjunct faculty, temporary faculty, permanent part-time faculty, probationary full-time faculty and non-probationary full-time faculty in that order within the affected division(s), department(s), and program(s). Overload assignments in any program in which a reduction occurs will first be eliminated prior to the layoff of any full-time faculty.

Section 8.02 Layoff Procedure of Full-Time Faculty:

- (a) If layoff is necessary the College will provide the Association President with a full-time faculty seniority list, which will rank bargaining unit members by length of continuous full time service at the college.
- (b) Bargaining unit members will be laid off in reverse order of seniority in those programs directly affected.
- (c) Bargaining unit members affected by the layoff will be notified by hand delivery or registered mail of the effective date of the layoff.
- (d) If during the course of the academic year a full-time faculty member's program is discontinued the full- time faculty member's employment will be terminated at the end of the academic year. During the interim the College will assign duties as appropriate.

Section 8.03 Displacement Rights:

- (a) Within fifteen (15) calendar days of written notification of layoff, a faculty member whose position is eliminated through a reduction in force may exercise the right to displace a less senior faculty member as long as the faculty member is qualified for such position. In order to exercise this displacement right, a faculty member shall initiate a written request for review of that faculty member's credentials, experience, and qualifications by the Vice President for Learning and the appropriate Divisional Dean/Chair. If, after a review of the faculty member's credentials, experience, and qualifications by the Vice President for Learning and the appropriate Divisional Dean/Chair, a determination is made that the laid off faculty member's experience, credentials, and qualifications warrant displacement of a less senior faculty member, then arrangements will be made to make the transition at the beginning of the following quarter, assuring sufficient time (determined by the Vice President for Learning and the appropriate Divisional Dean/Chair) for preparation to teach; otherwise the transition will be made the quarter thereafter.

Section 8.04 Recall Procedure

- (a) A laid-off faculty member shall be offered reemployment when a vacancy becomes available for which the bargaining unit member is qualified. A faculty member will be recalled according to the principles of last laid off/first recalled, provided the faculty member is qualified to perform the duties of the position to be filled.
- (b) Bargaining unit members being recalled shall be notified by mail to their last known address and shall have fifteen (15) calendar days from the date of delivery confirmation to respond affirmatively in writing. It shall be the bargaining unit member's responsibility to provide the College with a current address and make appropriate arrangements for forwarding receipt of mail if the bargaining unit member will be away from their address for more than five (5) calendar days.
- (c) If the bargaining unit member fails to accept the recall in writing to the College within fifteen (15) calendar days from the date the delivery of recall notification was confirmed, the bargaining unit member shall be removed from the recall list and the College shall have no further obligation to the bargaining unit member. The bargaining unit member who has been laid-off shall remain on a recall list for two (2) years after layoff.
- (d) A faculty member who is laid off shall not be considered to have broken continuous service with the College, but shall not accumulate any additional service time during the period of layoff. During the recall period, the bargaining unit member's compensation, including benefits, shall cease, but shall be reinstated when recalled with the following exceptions:
 - (i) *Medical/Dental/Vision Insurance: COBRA will apply.*
 - (ii) *Sick Leave: Faculty will retain accrued sick leave but will not accrue additional leave during the period of layoff Sick leave may not be applied during the lay off period.*
 - (iii) *Tuition Remission: The College will honor any approved tuition remission requests for the faculty member or faculty member's dependents during the remainder of the academic year in which the layoff occurs.*
 - (iv) *Tuition Reimbursement: The College will honor any tuition reimbursement requests initiated between the start of the fiscal year through the end of the quarter in which layoff occurs. Distribution of reimbursement funds will be made in accordance with the College's Tuition Reimbursement policy.*

Section 8.05 Grant Funded Positions

- (a) If a bargaining unit position is created by granted funding and there is a substantial reduction in that funding or the funding ceases, the position may be terminated by the College and the affected bargaining unit member shall be placed on layoff status and considered as a candidate for any future bargaining unit job for which the member is qualified.
- (b) A grant-funded position shall be defined as one which is:
 - N Initially grant-funded in whole or in part;*
 - (ii) Advertised as a grant-funded (and therefore not guaranteed).*
 - (iii) Specified to the current employee or applicant as grant funded, and therefore not guaranteed;*
 - (iv) Voluntarily applied for and accepted by the applicant or current employee*

Section 8.06 Seniority

- (a) Seniority of academic faculty members is based on the date of beginning continuous full-time employment. Conflicts of seniority among faculty members with the same beginning date of full-time employment shall be resolved by earlier dates of part-time employment, or date of application for employment, in that order.
- (b) A faculty member who resigns, retires, or whose employment contract is not renewed or terminated for cause shall forfeit all accrued seniority.
- (c) The faculty member on authorized leave shall continue to accrue seniority while on such leave.

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Article IX. Individual Contracts and Evaluation

Section 9.01 Introduction

The College and NCSFA-AAUP desire to have evaluation procedures accurately communicated and consistently applied. The process of evaluating full-time faculty members is the responsibility of full-time faculty, academic divisions (e.g., Academic Dean), and the Vice President for Learning. Faculty members shall be evaluated on the basis of criteria established and maintained by the Faculty Caucus. The policy and forms to be followed by the College in making evaluations shall be published in the Faculty Handbook and distributed to the Faculty.

Section 9.02 Probationary Contracts

- (a) The first three years of employment will be considered a probationary period. Recommendation regarding renewal of a probationary faculty's contract will be made by the Dean to the Vice President for Learning. The retention or release of probationary faculty is at the discretion of the College and is not subject to the grievance procedure provided Section 9.02 of this article has been substantially followed. Notice of non-renewal of contract must be received by the probationary faculty no later than 45 days preceding the expiration of the current probationary contract. All probationary contracts will be one year in length (either nine or twelve months).

- (b) If a new faculty member is first employed under a contract of less than one full academic year, probationary status will not be offered until the faculty member receives a regular academic year faculty appointment, unless waived by the Vice President for Learning
- (c) In case of a probationary faculty who is not performing satisfactorily but shows improvement, the Dean may recommend to the Vice President for Learning that the probationary period be extended for one additional year. The same procedures as above shall then apply for that year. The probationary period shall not last more than four years.

Section 9.03 Evaluation of Probationary Faculty

- (a) During this time, the Dean or designee will administer the "Student Evaluation of Instruction" forms in all the faculty member's classes each quarter during the first probationary contract year and at least one quarter per year for the remaining contract years of probation. The results will be shared with the faculty member in a composite format to be used as necessary for the improvement of teaching. The Dean or designee may also administer these forms in other quarters.
- (b) There will be at least one classroom and/or laboratory and/or clinical observation per quarter by the Dean or designee for the first probationary contract year and at least one per year for the remaining contract years of probation. In addition, the Divisional Dean or designee or the probationary faculty member may ask a non-probationary faculty member to observe and complete the "Classroom Observation" form. This non-probationary faculty member must be mutually acceptable to the probationary faculty member and the Dean or designee. Each observation will be followed by a written evaluation using the "Classroom Observation" form and a conference between the observer, the Dean or designee, and the probationary faculty member. The "Classroom Observation" form will include space for the probationary faculty member's comments and will be signed by the observer, the Dean or designee, and the probationary faculty member, with a copy for each. Methods for teaching improvement, as noted on the "Classroom Observation" form, will be determined as necessary in a cooperative manner and implemented as quickly as possible by the probationary faculty member. Methods for teaching improvement will be in writing and will be signed by the observer, the Dean or designee, and the probationary faculty member, with a copy for each.
- (c) The "Supervisor's Evaluation of Faculty Performance" form will include information from the "Student Evaluation of Instruction", classroom observation, and input from program director and/or chair. The "Supervisor's Evaluation of Faculty Performance" form will provide methods of teaching improvement and a professional development plan if necessary, as well as, goals for the following academic year, and determination of continued employment. Space will be provided for the probationary instructor's comments, and will be signed by the Dean, probationary instructor, and Vice President for Learning. Probationary instructor will receive a copy of the student evaluation of instruction, classroom observation, and "Supervisor's Evaluation of Faculty Performance". The Vice President for Learning will forward final documents to Human Resources.

Section 9.04 Non-Probationary Faculty

- (a) All subsequent years of employment after the probationary period will be considered non-probationary. Non-probationary faculty will receive three-year contracts.
- (b) Any recommendation to non-renew a non-probationary faculty's contract will be made by the Dean to the Vice President for Learning. Such non-renewal must be based on just cause. Notice of non-renewal of contract must be received by the non-probationary faculty no later than 90 days

preceding the expiration of their current contract. It is expected that Section 9.05 of this article will substantially be followed.

Section 9.05 Evaluation of Non-Probationary Faculty

- (a) The Dean or designee will administer "Student Evaluation of Instruction" forms in all the faculty member's classes at least one quarter per 3-year contract. The results will be shared with the faculty member in a composite format to be used as necessary for the improvement of teaching. The Dean or designee may also administer these forms in other quarters.
- (b) During the year immediately preceding the notification date for renewal or non-renewal of the faculty member's contract, there will be at least one classroom and/or laboratory and/or clinical observation by either the Dean or designee or another non-probationary faculty member designated by the Dean or designee. (Observations may also occur during other times if determined to be necessary by the Dean or designee or the Vice President for Learning, or if requested by the non-probationary faculty member). The observed non-probationary faculty member may also ask a fellow non-probationary faculty member to conduct an observation. Each observing non-probationary faculty member must be mutually acceptable to the observed non-probationary faculty member and the Dean or designee. Each observation will be followed by a written evaluation using the "Classroom Observation" form and a conference between the observer, the Dean or designee, and the non-probationary faculty member. The "Classroom Observation" form will include space for the observed non-probationary faculty member's comments and must be signed by the observer, the Dean or designee, and the observed non-probationary faculty member, with a copy for each. Methods for teaching improvement, as noted on the "Classroom Observation" form, will be determined as necessary in a cooperative manner and implemented as quickly as possible by the non-probationary faculty member. Methods for teaching improvement will be in writing and will be signed by the observer, the Dean or designee, and the non-probationary faculty member, with a copy for each.
- (c) The "Supervisor's Evaluation of Faculty Performance" form will include information from the "Student Evaluation of Instruction," classroom observation, and input from program director and/or chair. The "Supervisor's Evaluation of Faculty Performance" form will provide methods of teaching improvement and a professional development plan if necessary, as well as goals for the following academic year, and determination of continued employment. Space will be provided for the non-probationary instructor's comments, and will be signed by the Dean/Chair, non-probationary instructor, and Vice President for Learning. Non-probationary instructor will receive a copy of the "Student Evaluation of Instruction," classroom observation, and "Supervisor's Evaluation of Faculty Performance." The Vice President for Learning will forward final documents to Human Resources.
- (d) Any recommendation not to renew a non-probationary faculty member's contract will be made by the Divisional Dean to the Vice President for Learning. Clear documentation must be provided showing that the non-probationary faculty member has been performing unsatisfactorily the duties as outlined in the faculty handbook, faculty position description, and Article XXI, Faculty Workload, of this agreement, has been advised of the situation, has been given assistance and adequate time to improve, and has failed or refused to do so. Notice of non-renewal of contract must be received by the non-probationary faculty member no later than 90 days preceding the expiration of the current contract.
- (e) If the Vice President for Learning has sufficient documentation to not renew a non-probationary

faculty member but has seen last minute evidence of improvement and would like to give the faculty member a final chance, the Vice President will, on or before 90 days prior to the contract expiration with the faculty member's knowledge and written acceptance, postpone the decision regarding renewal of contract until 45 days prior to the contract expiration. On or before this date, the faculty member will be notified as to the status of employment. If the faculty member's contract is renewed, it will be on a probationary status for one year at which time the faculty member will either be returned to non-probationary status or non-renewed.

Section 9.06 Voluntary Separation of Employment

- (a) Faculty members will notify the College upon voluntary termination of employment. They will give notice in writing of their intent to resign to the Vice President for Learning with a copy to the Dean, no less than three months before the termination of services.

Section 9.07 Evaluation Policy/Forms

- (a) The current evaluation policy and forms identified in this article will remain in place until such time as the Faculty Caucus and Administration mutually agree to new policy or forms.

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Article X. NCSFA-AAUP Business and Operations

Section 10.01 As the officially designated bargaining representative of the faculty, the AAUP shall have the rights of reasonable access to College services and facilities to transact official business as follows:

- a) Use of and access to College classrooms and equipment subject to availability and regular scheduling practices. Use of facilities and equipment shall not interfere with classroom instruction and shall not interrupt other operations of the College. If the use of any facility or equipment results in additional costs to the College, NCSFA-AAUP shall reimburse the College for costs at the same rate and conditions consistent with College practices.
- b) Use of the college's electronic mail system, bargaining unit member mail boxes and inter-office mail service for communication with members of the bargaining unit regarding NCSFA-AAUP.
- c) The NCSFA-AAUP President will be provided a private faculty office with a locked door, desk, computer, and file cabinets. A designated mailbox will also be provided.
- d) Use of a College designated bulletin board in each of Fallerius Technical Education Center, Health Sciences Center, Kee Hall, Bromfield Hall, and Kehoe Center for Advanced Learning. The NCSFAAAUP will be responsible for physically maintaining these bulletin boards.
- e) NCSFA-AAUP will be given up to five (5) minutes for the opportunity to make announcements during academic division meetings.
- f) The College will notify the NCSFA-AAUP President with contact information at the time of hire of new collective bargaining unit members.

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Article XI. Personnel Files

Section 11.01 There will be established and maintained one official personnel file on each bargaining unit member. This file will be maintained in the Office of Human Resources.

Section 11.02 Access to the official personnel file shall be available during regular business hours to the employee and/or representative upon request to the Director of the Office of Human Resources or designee. The review of such personnel file shall be in the presence of the Director of the Office of Human Resources or designee. Neither the file nor any part thereof shall be removed from the College's offices.

Section 11.03 Bargaining unit members shall be informed of any complaint by a student or member of the public which is directed toward them and which will become a matter of record.

Section 11.04 Anonymous letters or materials shall not be placed in the bargaining unit member's file nor shall they be made a matter of record. Each bargaining unit member shall have the right, upon request, to review the contents of the personnel file. A representative of the Union may, at the bargaining unit member's request accompany the member to such a review.

Section 11.05 Each member of the bargaining unit shall have the right to dispute the accuracy, relevancy, timeliness or completeness of information contained in the file. Each member of the bargaining unit shall also have the right to request in writing that such disputed materials be removed from the file. Such a request shall specifically identify the material objected to and the basis of the dispute. When such a challenge is made, a reasonable investigation of the disputed information shall be conducted by the Vice President for Learning or designee. Any information which cannot be verified or is found to be inaccurate by the College will be deleted.

Section 11.06 Should it be determined that the disputed information should not be removed, the disputant will be permitted to include in the file a written statement of position and a notation that the disputant protests that the disputed information is inaccurate, irrelevant, or incomplete.

Section 11.07 A unit member may be charged actual cost for any copies of materials placed in or requested from the personnel file.

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Article XII. Faculty Support/Work Environment

Section 12.01 Support Services

- a) Copying facilities shall be available to the bargaining unit members for reasonable academic purposes. Material submitted for copying shall be copied according to procedures established by the College Administration.
- b) Within the limits of available space and resources each full-time faculty member shall be provided with suitable office space, supplies and equipment, computer, intranet and internet network access, and other appropriate/necessary technical/clerical support.
- c) Faculty shall have 24-hour access to all necessary buildings.

Section 12.02 Work Environment

- a) Prior to changes made to any assigned faculty work area, the faculty member will be consulted.

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Article XIII. Electronic Methods of Instruction (EMI)

Section 13.01 Mutual Interest in EMI

- a) The parties recognize that advances in technology may allow for the development of technologically innovative methods of instruction, including but not limited to, electronic methods of instruction through live or recorded audio and/or visual presentations and material using direct signal or cable, transmission by telephone lines, fiber optic lines, digital and/or analogue video tape, audio tape, CD-ROM, Internet, E-mail, or other electronic means now known or hereafter developed.
- b) The College and the NCSFA-AAUP recognize the value of such technologically innovative methods of instruction and agree that there is mutual interest in further developing these alternative techniques for reaching a broader spectrum of the potential students in the community. Faculty are encouraged to participate in developing and delivering courses using EMI, and the College will endeavor to support the faculty members who wish to incorporate innovative alternative technologies in their pedagogical approach. Any decision for development of such courses shall be made in collaboration with the full-time faculty.

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Article XIV. Emeritus

Section 14.01 Qualifications: Any full-time employee of North Central State College who has completed at least ten years of service to the College as a full-time classroom instructor and who has achieved the rank of Assistant Professor, Associate Professor, or Professor is eligible to be considered for the title of Professor Emeritus.

Section 14.02 Process: A request by the employee or a recommendation made on behalf of the employee by any person in the administrative chain or any member of the faculty may be considered at the time of the announcement of the employee's retirement from the College or anytime thereafter, providing the retirement is in accordance with the provisions of the State Teachers' Retirement System. The process for approval shall consist of nomination, with the consent of the individual, approval of the regular bargaining unit faculty of the division of principal appointment, and recommendation of the Dean of the division, the Vice President for Learning and the President. The President will forward the request to the Board of Trustees for their action.

Section 14.03 Rights and Privileges: Any employee who is awarded the rank of Professor Emeritus shall be eligible to receive the following:

- (a) Formal recognition by the President of the College at a commencement service following the approval of the award by the Board of Trustees.
- (b) The privilege to use the title, Professor Emeritus of North Central State College.
- (c) A listing in the College's catalog and other appropriate publications as Professor Emeritus.
- (d) Issuance of a College ID Card indicating the retired employee's emeritus status.
- (e) Parking in an employee designated parking area on a space available basis.
- (f) Use of an office and/or laboratory facility on a space available basis and subject to the approval of the Vice President for Learning.

- (g) Use of the College's network facilities as available during open labs.
- (h) Use of the facilities and services of the Campus Library during normal hours of operation.
- (i) Tuition-free access to courses offered by the College dependent upon each course selected having enough paying registrants.
- (j) The same discounts through the Campus Bookstore as are available to full-time faculty.
- (k) Employee discounts on tickets for campus sponsored and hosted events.
- (l) Placement on the College's mailing list for receipt of all appropriate mailings and placement on the invitation list for all College functions.
- (m) The privilege to march in academic procession.
- (n) The same access to the Campus Recreation Center as available to full-time faculty.

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Article XV. College-Related Travel and Other Reimbursable Expenses

Section 15.01 The College shall reimburse bargaining unit members for pre-approved travel expenses incurred while:

- (a) Attending professional conferences and meetings
- (b) Attending programs involving faculty development
- (c) Participating in scholarly activities away from campus
- (d) Conducting official College Business

Section 15.02 Mileage shall be reimbursed at a rate in accordance with IRS guidelines.

Section 15.03 Application for travel funds shall be made as early as possible to the Dean/Department Chairs that authorize such funds. A request for reimbursement shall be supported by original sales slips, invoices or receipts for meals, lodging, tolls and parking and shall be submitted on the proper College forms. When original sales slips, invoices or receipts are not available, the bargaining unit member will be reimbursed at the college per diem rate for meals, lodging, tolls and parking. Bargaining unit members shall comply with all rules and regulations in regard to reimbursement as outlined in the College's Travel Expense Reimbursement policy. Payment for reimbursable travel expenses shall be made to the bargaining unit member within three (3) weeks of submission of completed travel documentation.

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Article XVI. Professional Development Fund

Section 16.01 The purpose of the Professional Development Fund is to afford each bargaining unit member the opportunity to improve scholarship, teaching, and/or service in pursuit of goals of the College. Both the NCSC administration and NCSFA-AAUP recognize the importance of continuous improvement in the skills and accomplishments of the faculty in these areas.

Section 16.02 Each fiscal year to include 2008/2009, the College will annually allocate by department, a sum equal to \$1,200 per faculty member within each department for professional development. Department is defined as the academic discipline within which the faculty member teaches (e.g., PTA, RAD, RT, SCI, ENG, SPE, HUM, etc.). Professional development funds are

subject to approval of the divisional Dean/designee with the intent that each faculty member has access to those funds. Unused funds, to a maximum of one-half of the annual allocation, shall accumulate from one year to the next to a maximum of three (3) years. Nothing herein precludes or requires additional funds from being contributed by the administration.

Section 16.03 The College shall pay the fee required by the state board for obtaining or renewing any license, registration or certification that a unit member must hold as a condition of employment by the College. The College shall not pay the fee required by the state board for obtaining any license, registration, or certification for new hires; however subsequent renewals will be paid. The College shall also pay the membership costs for professional associations a unit member is required to join in order for the College to maintain accreditation as deemed necessary by the College. Such costs for the above stated purposes will be subject to approval of the divisional Dean/designee.

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Article XVII. Benefits: Insurance

Section 17.01 Health/Rx, Dental, and Vision Insurance

The College will provide a Health/Rx, Dental and Vision Insurance plan for members of the bargaining unit. The College will pay 87% of the Health/Rx, Dental and Vision insurance premium per bargaining unit member and the bargaining unit member will pay 13% of the Health/Rx, Dental and Vision insurance premium. Premiums are subject to Section 125 of the Internal Revenue Code which allows employees to pay their portion of the insurance on a pre-tax basis.

During the term of this Agreement, the College and NCSFA-AAUP agree to continue to study cost-saving measures regarding health insurance coverage. An insurance committee will be established and shall consist of three (3) faculty representatives from the NCSFA-AAUP, three (3) representatives from the College staff and three (3) representatives from the administration. The Director of Human Resources or designee shall serve as facilitator. The insurance committee will meet a minimum of six (6) months prior to the renewal of the College's employee group health insurance plan and at other times as is necessary. Meetings may be called by the facilitator or jointly by at least four (4) insurance committee members. A valid meeting of the insurance committee will include attendance of at least two (2) insurance committee members from the faculty, two (2) from the College staff and two (2) from the College administration. The insurance committee will report findings and make recommendations for any changes to the President of the College.

Section 17.02 Term Life /Accidental Death & Dismemberment Insurance

The College will provide Term Life/Accidental Death & Dismemberment Insurance for members of the bargaining unit. The College will pay 100% of the Term Life/Accidental Death & Dismemberment Insurance premium. The amount of coverage is two times the faculty member's salary up to a maximum of \$220,000.

Section 17.03 Long Term Disability Insurance

The College will provide Long Term Disability Insurance for members of the bargaining unit. The College will pay 100% of the Long Term Disability Insurance premium. After a 90-day waiting period the faculty member would begin receiving 60% of salary to a maximum of \$3,000 per month.

Section 17.04 Voluntary Life Insurance

The College will provide a supplemental term life insurance program for members of the bargaining unit. The monthly premiums will be paid 100% by the faculty member. New faculty may apply for supplemental term life coverage within 31 days of the date of their employment.

Section 17.05 Professional Liability Insurance

The College will provide Professional Liability Insurance for bargaining unit members. The College will pay 100% of the Professional Liability Insurance premium. The limit of liability is one million dollars per occurrence (\$3 million aggregate). Faculty teaching in the health programs are covered additionally in teaching situations both on and off campus with the same limit of liability.

Section 17.06 Adjustments to Benefit Levels

The current insurance benefit levels will be maintained unless the parties agree to modify benefits through collective bargaining.

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Article XVIII. Benefits: Non-Insurance

Section 18.01 Bookstore Discount

Faculty shall receive a 10% discount on merchandise and books. Discount is subject to and contingent upon agreement with independent operator of bookstore.

Section 18.02 Employee Assistance Program

The College shall make available an Employee Assistance Program to provide problem clarification, treatment resource referrals, and crisis intervention for those experiencing personal or medical/behavioral problems, including but not limited to, psychological or emotional problems, alcoholism or drug dependencies, marital or family difficulties, some medical conditions (including those related to stress), and some financial problems.

Section 18.03 Flexible Spending Account

Bargaining unit members shall be eligible to participate in the Flexible Spending Account program as provided by the College for all full-time employees up to College designated maximums.

Section 18.04 Graduation Regalia

The College will provide 100% of the cost for graduation regalia for all members of the collective bargaining unit for commencement.

Section 18.05 Holidays

Faculty will receive the following days off as holidays when working on their regular contract during the quarter during which the holiday falls:

New Year's Day	Falls during Winter break
Martin Luther King's Birthday	Third Monday in January – no classes
President's Day	Observed the Wed. before Thanksgiving
Memorial Day	Last Monday in May – no classes
Independence Day	July 4 th – no classes
Labor Day	First Monday in September – no classes
Columbus Day	Per Academic Calendar – no classes
Veteran's Day	Per Academic Calendar – no classes
Thanksgiving	Thurs./Fri./Sat./Sun. of Thanksgiving week – no classes
Christmas	Falls during Winter break

Section 18.06 Academic Calendar

All changes to the Academic calendar will involve input from the Faculty

Caucus. Section 18.07 Retirement

All bargaining unit members shall become members of the State Teachers Retirement System (STRS) or Alternative Retirement Plan (ARP) under provisions of the Ohio Revised Code. The College shall contribute the employer's statutory share of each bargaining unit member's salary into STRS or ARP. The College shall also deduct the bargaining unit members' statutory share of salary into STRS or ARP on a pre-tax basis. Contribution levels shall be in compliance with and determined by STRS.

Section 18.08 Tax Deferred Annuity Programs

The Payroll Department will payroll deduct qualified tax deferred annuity programs for bargaining unit members who elect to participate in a plan. New vendors shall only be designated when the number of participants is equal to at least one per cent of full-time employees or at least five employees, whichever is greater.

Section 18.09 Tuition Remission

The College will remit instructional fees for faculty and immediate family for credit and non-credit courses taken at the College in the following manner:

1. For credit courses, the College will pay instructional, contact hour and general fees. All other fees will be non-remitted. Employees and/or immediate family members in a credit course(s) are entitled to the same enrollment consideration as any other student of the College.
2. For non-credit courses, the College will pay instructional and general fees providing that space is available and that the non-credit/community service course(s) are adequately funded from sources other than tuition remission.

Section 18.10 Tuition Reimbursement

The College shall reimburse a portion of tuition for all full-time faculty who pursue additional education outside of the College. Reimbursement will be drawn from an annual budget allotment of \$40,000 provided for all employees of the College. Faculty seeking additional education will receive an equal share of all funds in the allotment. Course work must be taken at an accredited college or university. Reimbursement will be granted at the end of the fiscal year.

Section 18.11 Tuition Reimbursement for Mandated Education

If the College requires a currently employed bargaining unit member to pursue education (for example to satisfy accreditation requirements in a program) the College shall reimburse 100% of the tuition for the mandated education. This provision does not apply to bargaining unit members initially hired with a condition of employment to complete education within a specified time period.

Section 18.12 Vaccination/Immunization/Screenings

The College shall provide, at no cost to the bargaining unit members, program specific vaccinations/immunizations/screenings mandated by state law or required by affiliated clinical facilities.

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Article XIX. Rehiring of Retired College Faculty

Section 19.01 No commitment, verbal or written, regarding rehire may be made by any College employee to the retiree regarding intent to rehire until conclusion of the search process. A bargaining unit member who has officially retired under STRS or ARP may apply and be considered for rehire in accordance with the following provisions and in accordance with STRS or ARP guidelines:

- (a) The retiree may apply for any position to which they are qualified.
- (b) Qualified candidates shall be selected according to the guidelines of Article VII, Governance, Section 7.03. The retiree shall be considered as an external candidate.
- (c) If the retiree is selected:
 - (i) compensation will be calculated in compliance with policy and determined in the same manner as any other new-hire coming from outside the College.
 - (ii) they shall be eligible for the same salary adjustments as comparable faculty.
 - (iii) Retirees shall not accumulate seniority.
 - (iv) sick leave accrues from the new hire date.
 - (v) retirees are not eligible for sick leave pay out at subsequent retirement or termination.
 - (vi) retirees shall only receive one-year probationary contracts. Retirees shall not be eligible for a non- probationary contract.
 - (vii) if eligibility requirements are met, life insurance shall be provided according to the policy in effect at that time.
 - (viii) retirement contributions shall be made by the employee and the College according to the guidelines set forth by the state retirement system.
 - (ix) standard new-hire procedures (i.e. paperwork, computer access, keys, parking tags) shall be followed.

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Article XX. Faculty Rank

Section 20.01 All full-time faculty will be ranked immediately upon hiring according to the following:

RANK	SPECIAL REQUIREMENTS	POINTS (see section .02)
Professor	Twelve education points minimum	32 and up
Associate Professor	Nine education points minimum	24 - 31
Assistant Professor	Two education points minimum	16 - 23
Instructor	None	8 — 15
Lecturer	None	7 and under

Section 20.02 Points are awarded as follows:

- (a) Work related to teaching field — full time for one year (1 point per year)
- (b) Teaching or academic administration full-time for one academic year below post-secondary (1 point per year)
- (c) Teaching or academic administration part-time for one academic year at or above post-secondary level (1 point per year)
 - (i) *NOTE: Cannot receive more than one point per year, cannot overlap a full-time job with a part-time job in the same year, and cannot overlap going to school with a part-time job unless the distinction is made very clear.*
- (d) Teaching or academic administration full-time for one academic year at or above post-secondary (2 points per year)
 - (i) *NOTE: Cannot receive more than two points per year.*
- (e) Education points are awarded as follows:
 - (i) *Primary degree (highest ONLY may be used):*
 - 1) Associate = 3 points
 - 2) Bachelors = 6 points
 - 3) Masters = 9 points
 - 4) Doctorate (including Juris Doctorate) = 13
 - (ii) *Certificates related to teaching field (1 point each)*
 - 1) Certificates included Certified Data Processor, Professional Engineer, Certified Public Accountant, Certified Safety Professional, Professional Computer, Registered Nurse, Registered Radiographer, Registered Respiratory Therapist, Apprenticeship Certificate, Current Ohio Teaching Certificate, Society of Human Resource Management, Certified Bookkeeper and other certificates as may be appropriate.
 - 2) A second degree at the same level as highest in Section 20.02(e)(i) is awarded 2 points.
 - (iii) *Additional post-secondary education is awarded as follows:*
 - 1) 45 quarter credits = 1 point (1 credit = 1/45 point)

- 2) 30 semester credits = 1 point (1 credit = 1/30 point)
- 3) 45 CEUs = 1 point (1 unit = 1/45 point)
- 4) 450 hours attendance at conferences/workshops/seminars = 1 point (10 hours = 1/45 point)

Section 20.03 Persons wishing to be re-evaluated should ensure their personnel file contains the latest information and must submit their written request for re-evaluation to the Vice President for Learning via their divisional Dean.

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Article XXI. Faculty Workload

Section 21.01 Faculty Load

As professional educators, the faculty of North Central State College are committed to providing learner-centered opportunities and institutional support to allow North Central State College students to make the most of their abilities and resources in order to meet their educational, career and life goals.

As professional educators, faculty perform a variety of activities in a pattern that differs from day to day, week to week, and quarter to quarter. Faculty endeavor to provide opportunities and support for students to learn through their commitment to excellent facilitation of learning; student, institutional and community service; and their own professional development.

To meet this commitment the following load is assigned to faculty at North Central State College.

The on-campus/off-campus faculty workload is expected to reflect a 40 hour work week that includes the following:

- 15 credit or 18 contact hours of direct facilitation of learning
- 18 to 21 hours of classroom support* and institutional support** with active faculty participation in each support area.
- 4 office hours

*Classroom support includes any activities used to facilitate learning in assigned courses, which may include, but is not limited to:

- Preparing lectures
- Reviewing lectures
- Grading
- Keeping current on course material through books, journals, and websites
- Interacting with students at times other than scheduled office hours in support of learning activities
- Preparing labs
- Maintaining labs
- Preparing assignments
- Preparing and administering evaluation tools
- Maintaining course syllabi
- Maintaining course outlines
- Maintaining course objectives
- Creating and reviewing course materials used
- Participating as a Course Coordinator
- All other activities that enable the faculty member to provide learner-centered activities to meet the student outcomes of the course
- Complete course and program assessment activities

**Institutional Support Activities may include, but are not limited to:

Committees:

- Serving as the chair of a committee
- Serving as a committee member

Meetings:

- Attend department meetings
- Attend division meetings
- Attend advisory committee meetings

Other:

- Participating in student recruitment for individual programs and the College as a whole
- New program development
- Major course revision
- Assisting with activities for the recognition of the College/College programs
- Represent the College on a community agency or board
- Attending and assisting with graduation
- Attending other College activities
- Tutoring in the SSC
- Mentoring a new faculty member
- Writing grant proposals
- Working on a special project
- Assisting with program reviews
- Assisting with accreditation activities (both for an individual program and for the College)
- Assisting with technology development, review, and revision
- Assisting with non-credit course development
- Assisting with Corporate testing and evaluation

Community Service:

- Volunteering to serve a community organization
- Speaking at an area organization
- Being on an area agency's advisory committee
- Working collaboratively with an area agency

Personal/Professional Development:

- Participating in professional development days (on-campus)
- Attending off-campus workshops and conferences
- Being licensed/certified by professional organizations
- Serving on a committee/board of a related professional organization
- Presenting at a conference
- Authoring an article

15 credit or 18 contact hours of faculty "direct facilitation of learning" workload is an average per quarter. Normally the faculty member will be paid overload pay for hours above this at a rate of every load hour above the 15 credit/18 contact being credited as one overload hour. However, load is calculated quarterly and the real goal is a yearly (contract year) average of 15 credit/18 contact hours/week. Therefore, faculty may use overload hours in one quarter to cover shortages of work load in another quarter. This will be maintained under the faculty member's supervisor's direction. Any exceptions to this must be approved by the Vice President for Learning.

When a faculty member has the required base teaching load in any quarter, they may refuse the assignment of additional hours.

If the initial schedule assigned to a faculty member is less than the base teaching load, they may be assigned an additional course or courses for which they are qualified to bring them up to at least the minimum teaching load.

In the event a faculty member has less than the base teaching load and no course is available to assign to the faculty member to bring the load to the minimum, at the option of the faculty member in consultation with their supervisor and with the approval of the Vice President for Learning: 1.) Other duties may be assigned to the faculty member that are consistent with their employment status, such as curriculum development or institutional research activities, to bring the faculty member to minimum load. Such assignment will be two clock hours per week for each contact hour per week, or: 2.) Unit members may "bank"/utilize overload hours one quarter to cover work load shortages in another quarter within the same contract year. When unit members on nine month contracts teach during their non- contracted quarter, those hours may also be banked to cover work load shortages in another quarter within the same contract year. This banking of load hours will be maintained by the unit member's supervisor, or 3.) If there is reasonable assurance that within the remaining quarters of the academic year, sufficient teaching assignments will be available to cover the deficient hours, the faculty member may elect to waive the 15 credit or 18 contact hour limitation and teach the deficient number of hours in a subsequent quarter over the required base load at no extra compensation in lieu of the assignment of other duties.

When a faculty member's full-time teaching load includes a number of separate course preparations that exceeds 9 during a three-quarter academic year or 12 during a four-quarter academic year, the faculty member shall receive one load hour per course preparation above that number. Under this provision, a "course preparation" counts only if it is three credit hours or more or consists of several courses making up three credit hours or more that are combined and called a single course preparation. A faculty member's full-time base teaching load in any given quarter (as opposed to their overload) shall always be constructed to consist of the smallest possible number of preparations.

Complaints relative to the calculation of teaching load shall be discussed with the appropriate supervisor. Both the supervisor and the faculty member will attempt to reach mutual resolution. The faculty member involved may invite the NCSFA-AAUP to participate in the discussion. If no agreement is reached at this meeting, the faculty member will bring the matter to the attention of the NCSFA-AAUP and the Vice President for Learning for resolution.

Section 21.02 Faculty Overload

The use of full-time faculty to teach overload courses can contribute in a number of ways to effective instruction. Most importantly, these contributions include greater consistency between day and evening offerings and expertise in both course content and teaching effectiveness. However, the amount of full-time faculty overload must remain reasonable and be linked to an evaluation process to help assure the quality and effectiveness of instruction.

In a quarter when a faculty member is under contract to provide full-time instruction at the College, they may be teaching a course in which part of the hours move then to full load (15 credit hours or 18 contact hours), and the remaining course hours are overload. These overload hours are excluded from the restrictions outlined in the next paragraph.

When a faculty member is under contract to provide full-time instruction at the College, their overload will normally not exceed ten (10) credit hours or twelve (12) contact hours per quarter. All overload hours must have the approval of the faculty member's Dean/designee. Any exceptions to these restrictions must be approved by the Vice President for Learning.

In a quarter when a faculty member is not under a full-time teaching contract with the College, their teaching load (payable at the appropriate overload rate) will normally not exceed twenty-five (25) credit hours or thirty (30) contact hours during an eleven week session, or eighteen (18) credit hours or twenty-two (22) contact hours during an eight week session. All hours must have approval of the faculty member's Dean/designee. Any exceptions to these restrictions must be approved by the Vice President for Learning.

Section 21.03 Special Load Calculation

Each hour of any teaching activity is counted as a full load hour (credit hour or contact hour) except for those listed below:

Respiratory Therapy clinical education

- 1 load hour per 1 hour of clinical supervision of students each week for full-time faculty; when an adjunct and full-time faculty member must team teach a clinical, the adjunct faculty will receive .8 load hour per 1 hour of clinical supervision of students each week and the full-time faculty will receive .2 load hour for supervisory coordination.

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- 1 load hour per student enrolled

Radiology clinical education

- .8 load hour per 1 hour of clinical supervision each week

Practicums

- .5 load hour per student per course

Directed Practice

- 1 load hour per student per course

Pharmacy Intensive Practicum (PHM 140)

- 1.5 load hour per student

Open Lab

- .5 load hour per 1 hour of lab supervision each week

Business Practicums & Consultation (BUS 200)

- .75 load hour per student

Mechanical Design Project (MEC 291 and MEC 292)

- .5 load hour per student

Cooperative Work Experience (IND 299)

- .5 load hour per student

Electrical Maintenance Project and Field Experience (ELM 291, ELM 292, and ELM 299)

- .5 load hour per student

Tool & Die Technology Project and Field Experience (TND 291, TND 292, and TND 299)

- .5 load hour per student

Welding Technology Project and Field Experience (WLD 291, WLD 292, WLD 299)

- .5 load hour per student

Video Course Management

(a) Video Course Development — local course development - "from scratch"

(i) A bargaining unit member who develops a video course from scratch shall be compensated credit or contact load hours equivalent to the credit hours of the course.

(b) Video Course Development — adaptation of externally licensed course

N A bargaining unit member who adapts an externally licensed course shall be compensated credit or contact load hours equivalent to 0.5 the credit hours of the course.

(c) Video Course Management A bargaining unit member who manages a video course shall be compensated as follows:

1 to 2 credit hour course	.075 credit or contract load hour per student for the first 30 students and .05 credit or contact load hour per student for the 31st and above students.
3 credit hour course	.10 credit or contract load hour per student for the first 30 students and .075 credit or contact load hour per student for the 31st and above
4 to 5 credit hour course	.125 credit or contract load hour per student for the first 30 students and .10 credit or contact load hour per student for the 31st and above students.

Section 21.04 Instructional Days

(a) Classes may be scheduled between 8:00 am and 10:50 pm; however, classes may begin as early as 7:00 am with the agreement of the bargaining unit member. Unless a unit member consents, no unit member shall be assigned a schedule wherein any day's schedule ends more than twelve (12) hours after the time the unit member is required to be on campus to start that work day. Nothing herein shall prevent a unit member from accepting overload in excess of this limitation.

(b) A bargaining unit member shall have at least eleven (11) hours between the end of the last class on one (1) day and the start of the first class the following day. This provision does not bar a unit member from voluntarily accepting a class that does not meet the eleven hour requirement.

Section 21.05 Clinical Ratios

(a) Clinical ratios in the nursing programs (Associate Degree Nursing and Licensed Practical Nursing) are as follows:

Maximum ratio of students to faculty in the acute care hospitals: 8 students to 1 faculty.

(ii) Maximum ratio of students to faculty in all other settings: 10 students to 1 faculty.

N Maximum ratio of students to faculty for initial medication administration experience: 5 students to 1 faculty.

(iii) Bargaining unit members are not responsible to secure faculty for clinical positions. Bargaining unit members have the right of first refusal for any clinical position that is above the unit member's full-time teaching responsibilities.

Section 21.06 Office hours

(a) Members of the bargaining unit shall maintain four office hours per week when classes are in session. Section 21.07 Special Load Arrangements

(a) No special load arrangements will be made between a faculty member and the administration without the NCSFA-AAUP being consulted.

Section 21.08 Time Between Quarters

Members of the bargaining unit are not required to be on campus during the time between quarters.

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Article XXII. LEAVES

Section 22.01 Sick Leave

- (a) Each member of the bargaining unit will earn one and one-quarter (1 1/4) days of paid sick leave per month (up to 15 days per calendar year) beginning with the first full pay period. For the 08-09 academic year the maximum sick accrual shall not exceed 160 days, for the 09-10 academic year the maximum sick accrual shall not exceed 170 days, and for the 10-11 academic year the maximum sick accrual shall not exceed 180 days.
- (b) If for reasons which qualify for the use of sick leave, a faculty member is unable to come to campus at all on a given day and cannot discharge their responsibilities, including but not limited to regular or overload classes, labs, office hours and meetings, the faculty member shall be charged with the use of one full sick day (8 hours).
- (c) If for reasons which qualify for the use of sick leave, a faculty member comes to campus and discharges part or some of their responsibilities, including but not limited to regular or overload classes, labs, office hours and meetings, the faculty member shall be charged with one-half sick day (4 hours).
- (d) Accumulated sick leave shall not be transferred to the College from any other employment.
- (e) Notification of all absences due to sickness or disability shall be made to the Dean/designee. Written notification shall be made via the Request for Leave form prior to the absences when foreseeable or upon return if unexpected. Failure to provide the Request for Leave form within seven (7) calendar days of the absence will result in the days being unpaid.
- (f) If absent for three (3) or more consecutive days, a certification of illness may be required from the attending physician. A physician's statement may be required in any event of sickness or disability absence if circumstances such as repeated absences warrant, at the sole discretion of the College.
- (g) Earned sick leave (with pay) may also be used when illness in the family requires the attendance, only until other arrangements can be made, to care for the family member. Absences of this nature will normally be brief, of one or two day's duration. Verification of such illness by presentation of a physician's statement may be required. Family member is defined as parent, spouse or child. Deviation from this definition may be granted at the sole discretion of the V.P. for Learning/designee. This decision is not grievable.

- (h) Length of service (seniority) will continue to accumulate during a leave of absence for sickness or disability. There shall be no accumulation of sick leave or paid holidays when the faculty member has exhausted accumulated sick leave.
- (i) Other employment while on sickness and disability leave will be cause for termination unless specifically approved in writing by the College as related to the faculty member's responsibility.
- (j) Employee and dependent tuition and fee waivers, in accordance with Board policy, will be continued during an authorized leave of absence.
- (k) Except for faculty members on FMLA leave, a faculty member on an unpaid leave of absence is responsible for their entire insurance premiums.
- (l) Each faculty member with ten (10) consecutive years or more of full-time service with the College shall be entitled to payment based on the employee's rate of pay at retirement for thirty percent (30%) of the employee's accrued but unused sick leave at retirement up to a maximum of forty (40) FTE workdays or three hundred twenty (320) work hours. An eligible employee must simultaneously retire from the State Teachers Retirement System or Alternative Retirement Plan and from active service with the College. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued at that time. Such payment shall be made only once. Confirmation of retirement shall be obtained from the appropriate retirement system.
- (m) No obligation rests with the College for returning a faculty member to work prior to expiration of the leave.

Section 22.02 Family and Medical Leave (FMLA)

Eligible faculty shall be entitled to a leave of absence under the Family and Medical Leave Act. The College shall grant such leave in accordance with the rules promulgated under the Act. Employees are entitled to twelve (12) weeks of FMLA for qualified reasons per rolling twelve (12) month period (measured backward from the date the leave commences) at their request or if required by the College. Group health benefits will be maintained during the leave period at the same level and under the same conditions as if the faculty member had continued to work in accordance with the College's FMLA policy. Accrued and accumulated paid leave (sick and/or personal) for which a faculty member is otherwise eligible to receive will be applied concurrent with FMLA prior to going on unpaid FMLA.

Section 22.03 Personal Time

- (a) At times, situations not directly relating to physical health arise which require absence from the College. A leave for such reasons may be granted by the Dean as follows:
- (b) Those employed for at least 90 days may utilize up to 16 hours personal leave in any fiscal year for matters of a personal nature. No compensation for unused days will be provided upon termination of employment, nor will these days accumulate.
- (c) Personal days will be prorated based upon hire date as follows:

Hired between 7/1/XX and 11/30/XX	16 hours
Hired between 12/1/XX and 3/31/XX	8 hours
Hired between 4/1/XX and 6/30/XX	0 hours

- (d) A request for personal leave must be accomplished through a Request for Leave form. It must be submitted to the Dean at least three (3) working days prior to the day absence is requested, except in the event of an emergency.
- (e) The granting of the leave shall be contingent upon arrangements being made to cover or reschedule any affected areas of responsibility.
- (f) The Human Resource Office shall maintain a record of the balance of personal leave available to each employee.
- (g) Personal leave may be taken in hourly

increments. Section 22.04 Jury Duty

- (a) Request for an absence due to court service must be accomplished through a Request for Leave form. It must be submitted to the Dean prior to the absence.
- (b) Court service is defined as a situation in which a faculty member is subpoenaed to appear in court as a witness or jury member but not as a defendant against criminal or civil charges, or through legal actions brought by the faculty member against others.
- (c) A faculty member subpoenaed for court service will not have the time away from work charged against personal leave and will not lose pay due to this absence. Court reimbursement of personal expenses such as transportation, parking costs, and meals made to faculty subpoenaed for court service need not be reported to the College. A faculty member excused or discharged from court service before the end of the normal scheduled work day shall report to work as soon as practicable following being excused or discharged.
- (d) No allowance of pay will be made if summoned to court as a result of an infraction against the law or paying fines unless the faculty member elects to take personal leave.
- (e) If serving as a jury member, interpreter, or as an expert witness for the prosecution, plaintiff, or defendant outside of normal scheduled work hours, and receiving compensation other than personal expenses for this service, the compensation will be retained by the faculty member.
- (f) If receiving any pay for court service while they would normally be working at their assigned position, the faculty member will submit the pay to the College and will in turn receive their normal pay from the College. The employee shall submit to their Dean a statement of income earned within five (5) working days of receipt of these funds.
- (g) If a faculty member receives any monies for court services and performance of these services fall outside of their contracted employment period, these monies will be retained by the employee.

Section 22.05 Bereavement

- (a) A request for a paid absence due to bereavement leave must be accomplished through the use of a Request for Leave form. It must be submitted to the Dean within five (5) working days of returning to work.

- (b) Bereavement shall be granted as follows: up to five (5) days bereavement leave for the death of a spouse or child; up to four (4) days for the death of a parent, parent-in-law, brother, sister or member of the same household and/or claimed as dependents for IRS purpose; up to two (2) days for the death of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, niece, or nephew.

Section 22.06 Military

- (a) Bargaining unit members will be granted leave and compensation as required by state law for time on military service.
- (b) The faculty member shall submit to the Dean an order or statement from the appropriate military commander as evidence of such duty and income that will be or was earned.

Section 22.07 Extended Leave of Absence without Compensation

- (a) Faculty requesting an extended leave of absence must first complete and submit a Request for Extended Leave of Absence and a written statement as to the purpose of the leave to Dean and the President prior to the start of the leave. Approval is only for the reason stated in the request and any change will require the submission of another request and its approval.
- (b) Upon receipt of the appropriate approvals, a leave will be granted for up to twelve (12) months if for an educational leave or professional development leave, or for not more than ninety (90) calendar days for other personal reasons when the service of the faculty member is not immediately required and others are available who are capable of performing the work, as determined by the College administration.
- (c) Such leaves of absence may be extended at the discretion of the President when a written request is received at least two (2) weeks prior to expiration of the leave. Failure to comply with the time limits will result in a refusal to extend the leave. Those who do not return to work at the expiration of an extended leave of absence will be considered to have voluntarily terminated their employment at North Central State College.
- (d) Only faculty with at least three (3) years of continuous employment at North Central State College may apply for extended leaves of absence without compensation. Upon expiration of the leave the faculty member will be returned to the same or similar available position at North Central State College.
- (e) Length of service (seniority) will continue to accumulate during an extended leave of absence; however, employment while on such leave will be cause for termination unless otherwise specifically approved in writing by the President. Accrued sick days at the time of the leave will not be lost.
- (f) No accumulation of sick leave time or paid holidays will occur during an extended leave of absence. However, tuition and fee waivers as approved by the Board of Trustees will continue.
- (g) Faculty on an extended leave of absence must make arrangements for payment of all premiums for insurance coverage with Human Resources prior to such leave if they wish to maintain insurance coverage.
- (h) If the faculty member elects to return to work prior to the expiration of the leave, the individual must notify the Dean in writing not less than sixty (60) calendar days prior to the date of intended return. The right to return to work early is subject to availability of work in the

individual job classification and employing unit.

- (i) No obligation rests with the College to return to work prior to expiration of the leave. Copies of requests for all leaves of absence and the reasons therefore must be forwarded to Human Resources.

Section 22.08 Short-term Professional Leave

Bargaining unit members may apply to their Dean for short-term leave for the purpose of attending meetings, workshops, conferences, residencies, short courses and other appropriate activities related to the unit member's work.

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Article XXIII. Dues Check Off

Section 23.01 Upon receipt of written authorization of any Association Member covered in this Agreement, the College shall deduct from the employee's paycheck in biweekly amounts such dues, fees and/or assessments as the NCSFA-AAUP may, from time to time, authorize in accordance with its constitution and bylaws. The College's obligation to make deduction under this shall terminate automatically upon receipt of written revocation of authorization.

Section 23.02 Bi-weekly deductions will be remitted to the NCSFA-AAUP no later than the 7 (seven) days after the pay date together with a list of the members paying such dues or fees by payroll deduction.

Section 23.03 Upon written request from the College, the Association shall promptly provide to the College any information and documentation necessary for the College to satisfy itself that the Association is in compliance with all legal requirements regarding the implementation of this Article.

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Article XXIV. Discipline/Discharge

Section 24.01 Just Cause

North Central State College's overall corrective action philosophy is to recognize the principle of just cause which provides for progressive discipline except when summary action is necessary and appropriate. In determining whether or not to impose discipline and the severity of such discipline, the College shall consider the severity of the faculty member's conduct and disciplinary record. Further the College believes that corrective action should be positive and constructive. Any discipline, which is defined as reprimand, suspension, demotion, or discharge shall be for just cause. The College and NCSFA-AAUP agree that discipline for just cause up to and including termination of a faculty member may be necessary from time to time. The objective of imposing corrective action is to correct behavior that adversely affects the work area, other employees, and/or the mission of the College.

Section 24.02 Corrective Action

- a. When the College Administration has reason to believe an incident has occurred which might constitute grounds for discipline, it may conduct an investigation. If, after investigation, the Dean and Vice President for Learning believe disciplinary action is warranted, discipline may be imposed on a faculty member.
- b. While recognizing that every expectation for appropriate conduct cannot be put in writing, the parties agree that it is helpful to provide illustration of serious misconduct which could

lead to suspension or discharge. The following are illustrations of such misconduct:

1. Serious violations of important College policies such as harassment, sexual harassment, and academic misconduct.
2. Any behavior that presents imminent serious threat to the health, welfare or safety of College employees, students or others in the campus community or to College property.
3. Serious insubordination (i.e., willful disregard of direction by supervisor except as permitted by law).
3. Unlawful possession or distribution of illicit drugs or controlled substances on campus.
4. Illegally bringing or bearing firearms or other lethal weapons/devices on campus.
5. Intentional falsification of College records.
6. Material misuse or misappropriation of College equipment, materials, funds or other resources.

Section 24.03 Each incident will be evaluated on an individual basis.

Section 24.04 Due Process

- a) In cases that may lead to written reprimand, suspension, demotion, and/or discharge, a bargaining unit member shall be given due process in accordance to the following procedure.

(i) Notice of Allegations

A written notice setting forth the allegations which, if substantiated, could result in disciplinary action, shall be given to the faculty member and the NCSFA-AAUP Grievance Officer.

(ii) Conference

The Vice President for Learning shall schedule a meeting to discuss the allegations. The Vice President for Learning and the Dean/designee will meet with the faculty member and a NCSFAA-AAUP representative to discuss the charges against the faculty member and provide the faculty member with an opportunity to present the faculty member's side of the matter. This meeting shall be scheduled no sooner than five (5) workdays nor later than ten (10) workdays following receipt of the written notice of the allegations (unless extended by mutual agreement in writing by the NCSFA-AAUP, the College, and the faculty member). If the matter is not resolved by mutual agreement at this meeting, the faculty member and the NCSFA-AAUP Grievance Officer shall be sent a written statement of the charges and the discipline imposed. This notification will be provided within ten (10) workdays of the meeting.

(iii) Appeal

A faculty member who disagrees with the disciplinary action that has been imposed may seek recourse through the Grievance and Arbitration Procedure.

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Article XXV. Compensation

Section 25.01 Pay Periods

Members of the bargaining unit shall be paid bi-weekly in twenty-six equal payments over a twelve month period.

Section 25.02 Implementation of compensation adjustment

Implementation of compensation adjustment goes into effect at the beginning of the faculty member's contract for any given academic year.

Section 25.03 Conversion of 9 month contract to 12 month equivalent

- (a) When converting salaries from 9-month to 12-month, the 9-month base salary shall be multiplied by 1.33. When converting salaries from 12-month to 9-month, the 12-month base salary shall be divided by 1.33.
- (b) Current twelve-month faculty whose salary needs to be adjusted from the 1.25 formula to the 1.33 formula will receive one half of that adjustment in the first year of the contract and the other half in the second year of the contract.

Section 25.04 Directed Study Compensation

Full-time faculty members shall be paid \$60.00 per student per credit hour for directing a student's direct study course.

Section 25.05 Nursing Clinical Preceptor Instructor

A bargaining unit member who serves as a nursing (AND or PN) clinical preceptor instructor will be compensated at the rate of 4.4 hours at the overload rate per student.

Section 25.06 Compensation for New Class Preparation

A new class assignment within fourteen (14) calendar days of start of quarter will be compensated at 1.5 load hours if the full-time faculty member has never taught the course. Example: 3 credit class would be paid 4.5 credit hours.

Section 25.07 Substitute Compensation

Faculty members who substitute on a non-emergency situation for another faculty member will be compensated at the overload rate for the number of substitution hours. Substitution assignments are voluntary and are made upon agreement of the faculty member.

Section 25.08 Emergency Overload Compensation

Faculty members who are called upon to teach in emergency situations will receive two times their normal overload pay rate. An emergency situation will be deemed to exist when the scheduled instructor is unable to continue their assignment after the quarter has begun and for the duration of the quarter for any of the following reasons: approved sick leave, termination of employment, unexpected resignation, death, and active duty call up. Emergency pay rate is not applicable to subsequent quarters.

Section 25.09 Compensation for Lab Testing

A faculty member who conducts advanced standing student lab skills testing outside of scheduled class time shall be compensated \$20 per student.

Section 25.10 Compensation for Creation, Administration and Grading of Credit by Examination Exams

(a) A faculty member who serves in any capacity of grading and/or administering credit by examination will be compensated as follows:

(i) *Creation of exam: \$68*

(ii) *Administration and grading of exam: \$50*

(iii) *Lab skills testing: \$60*

Section 25.11 Compensation for Reviewing Life Experience Credit

(a) A faculty member who serves in any capacity of reviewing student requests for life experience credit shall be compensated as follows:

(i) *Advisor: \$65*

(ii) *Reviewer: \$65*

(iii) *Supervisor of Learning Contract: \$65*

Section 25.12 Compensation for part-time or overload non-teaching activities

(a) Per hour compensation for part-time or overload non-teaching, special project activities performed by faculty members shall be at half the highest overload teaching rate.

(b) Off-quarter attendance for committees and other assignments paid at half the highest overload teaching rate per Administration approval.

Section 25.13 New Course development

It is understood that new course development is a role of faculty. The faculty member shall obtain prior approval for new course development from the Dean. Compensation will be based on number of load hours of the new course (e.g. 4 credit class will receive 4 hours of load) and shall be completed within the quarter the compensation is provided.

Section 25.14 New Web-based course development

New web-based College courses development is a role of faculty. The faculty member shall obtain prior approval for new web-based course development from the Dean. Compensation will be based on number of load hours of the new course (e.g. 4 credit class will receive 4 hours of load) and shall be completed within the quarter the compensation is provided.

Section 25.15 Program Director Compensation

- (a) Compensation for program director positions will be 4 hours of load or \$1,500 (2008/2009), \$1,530 (2009/2010), and \$1,561 (2010/2011) per quarter for all four quarters.
- (b) Program Directors are required to schedule eight (8) administrative hours per week per quarter in collaboration with the Dean or Vice President for Learning.
- (c) Program Directors who oversee a formal program self study accreditation/re-accreditation report, will be provided one (1) hour of load during the prior two (2) quarter(s) of the due date of the self-study.

Section 25.16 Clinical Site Coordinator Compensation

- (a) Programs that have accredited-mandated clinical site coordinators, compensation for these positions will be 2 hours of load or \$750 (2008/2009), \$765 (2009/2010), and \$781 (2010/2011) per quarter for all four quarters.
- (b) Clinical Site Coordinators are required to schedule four (4) administrative hours per week per quarter in collaboration with the Dean.

Section 25.17 Compensation for Student Organization Advising

Faculty who have duties of advising student organizations will be compensated at a rate of \$250 per quarter during which the organization is active. Such student organizations must be sanctioned by National or State professional organization and approved by the Vice President for Learning.

Section 25.18 Faculty Mentoring Compensation

Provided the Planning Advisory Council (PAC) recommends and the recommendation is approved for the continuance of the AQIP Valuing Adjunct Faculty Initiative, faculty who have duties in mentoring adjunct faculty will be compensated at a rate of \$200 per adjunct faculty member being mentored per quarter.

Section 25.19 Professional Growth for Educational Degree Attainment

- (a) Faculty shall receive professional growth increase to base salary for advancement of degree as follows:

From	To	Non-Market Impacted	Market Impacted Discipline
		Amount (9-mo. Equivalent)	Amount (9-mo. Equivalent)
No Degree	Associate's Degree	\$1,567.00	\$1,567.00
No Degree	Bachelor's Degree	\$3,134.00 (upon request by the faculty member, may receive \$1,567.00 upon 60% completion of	\$4,701.00 (upon request by the faculty member, may receive \$2,351.00 upon 60% completion of
Associate's Degree	Bachelor's Degree	\$1,567.00	\$3,134.00
Bachelor's Degree	Master's Degree	\$2,346.00 (upon request by the faculty member, may receive \$1,173.00 upon 60% completion of coursework)	\$4,147.00 (upon request by the faculty member, may receive \$2,074.00 upon 60% completion of coursework)
Master's Degree	Doctorate Degree	\$3,369.00 (upon request by the faculty member, may receive \$1,685.00 upon 60% completion of coursework)	\$3,369.00 (upon request by the faculty member, may receive \$1,685.00 upon 60% completion of coursework)

- (b) Compensation for degrees held at date of hire is considered part of the employment selection process and in the establishment of initial salary. Adjustments to salaries for professional growth resulting from completing identified degrees will be awarded only for degree completed after date of hire.
- (c) Adjustments to salary for professional growth will be implemented on the second pay following receipt of official supportive documentation by the College and receipt of authorization by the payroll office.
- (d) All degrees and credits must be from a regionally accredited (i.e. NCA) institution of higher education. One-quarter hour is equivalent to 2/3 semester hours.
- (e) Honorary degrees are not eligible for consideration.
- (f) Multiple degrees at the same level will be eligible for professional growth increase at the rate granted for professional certificates with a maximum of two (2) additional degrees.

Section 25.20 Professional Growth for Professional Certifications

- (a) Faculty members may receive professional growth increase for completion of prior approved professional certificates in the amount of \$600.00 per certificate added to the faculty member's current salary at the time of the certificate completion. Adjustments to salaries for completing approved professional certificates will be awarded only for those completed after date of hire.
- (b) Eligibility for professional growth increase for professional certificates will be determined by the Director of Human Resources in consultation with the Vice President for Learning and appropriate Dean. The Vice President for Learning shall present the findings and recommendations to the President for final approval.

Section 25.21 Twelve month contract continuance

Members of the bargaining unit who currently have twelve month contracts will continue in those positions with appropriate adjusted compensation. A faculty member with a twelve (12) month contract can be reduced to a nine (9) month contract only with notice of at least one academic year in advance. The NCSFA-AAUP will be consulted prior to the creation of any new twelve-month contract positions. Such consultations will occur at least three months prior to the start of a new academic year

Section 25.22 Overload for full-time faculty

(a) Overload hours will be compensated at a rate per contact hour in accordance with the following

	2008 — 2009	2009-2010	2010-2011
Step I — 0 to 12 sections taught	\$29.00	\$30.00	\$31.00
Step II — 13 — 25 sections taught	\$31.50	\$32.50	\$33.50
Step III — more than 25 sections taught	\$34.00	\$35.00	\$36.00

(b) All overload is voluntary.

(c) Faculty who have taught at any regionally accredited college or university may submit to the Human Resources Office written documentation from the appropriate college or university indicating the specific credit courses taught and the time period within which these courses were taught. At the beginning of the quarter following receipt of the documentation by the Director of Human Resources and verification of the documentation jointly by the Director of Human Resources and the Vice President for Learning, the faculty member will be credited with the number of sections taught and placed in the appropriate overload step for purpose of pay. The pay provision of this policy is not to be applied retroactively.

Section 25.23 Salary for New Faculty

Nine Month Base Salary				
Level	Degree Level/Position Discipline	2008	2009	2010
1	No degree, Demonstrated Market-Impacted Discipline	90% of Level 3 Base Salary		
2	Associate's Degree, Demonstrated Market-Impacted Discipline	95% of Level 3 Base Salary		
3	Bachelor's Degree	\$31,338	\$32,279	\$33,247
4	Bachelor's Degree, Demonstrated Market-Impacted	105% of Level 3 Base Salary		
5	Master's Degree	\$33,684	\$34,695	\$35,736
6	Master's Degree, Demonstrated Market-Impacted	110% of Level 5 Base Salary		
7	Doctorate Degree	115% of Level 5 Base Salary		
8	Doctorate Degree, Demonstrated Market-Impacted	120% of Level 5 Base Salary		

Note: Market Impacted Disciplines: Nursing, Radiology Technology, Physical Therapy Assisting, Respiratory Therapy, Occupational Therapy, Compute Information Systems and Engineering including Tool & Die, Electronics, Drafting & Design.

Starting salaries for faculty who are hired after the effective date of this contract will be determined using the base salaries in the table above and the following implementation procedures:

- (a) The base salary of a new faculty member will be established by the above chart based on highest degree and faculty member's discipline
- (b) The faculty member's starting salary will be determined based on Appendix A. Placement on that table will be based on service credit as determined by the criteria listed below, up to a maximum of 8 years:
 - (i) *Related Higher Education Teaching Experience: One (1) year of service credit is awarded for each full-time equivalent teaching year taught in the same discipline at a higher educational institution.*
 - (ii) *Non-related Higher Education/Secondary/Primary Education Teaching Experience: One (1) year of service credit is awarded for every two (2) full-time equivalent teaching years taught.*

(iii) *Professional or Technical Experience: One (1) year or service credit is awarded for every three (3) full-time equivalent years of experience in a related field.*

(c) For positions where the current starting salary base does not attract qualified employees due to existing market value or conditions, the College may award up to an additional three (3) years of service at the College's discretion.

Section 25.24 Cost of Living Adjustment

The annual cost of living adjustment (COLA) to the faculty member's salary following the equity adjustment, noted in Section 25.26 will be 3% (with a minimum of \$1,250) in 2008-2009, 3% (with a minimum of \$1,250) in 2009-2010, and 3% (with a minimum of \$1,250) in 2010-2011, to be awarded at the beginning of the faculty members' contract for the given academic year.

Section 25.25 Retroactive Pay Adjustments

Upon ratification/approval of the tentative agreement, Equity Adjustment Calculations and COLA increases will be retroactive to the start of the individual faculty member's 2008-2009 contract year. All other items in this article will commence at the start of the Winter Quarter, 2009.

Section 25.26 Equity Adjustment Calculation

In an effort to begin to address equity issues, all full-time faculty members shall receive, in year 1 (2008-2009) of the contract, an increase (if any) in their salary as set forth in Appendix B, which equals \$70,000 for the entire bargaining unit. This increase will be effective at the start of the individual faculty member's 2008-2009 contract year.

Section 25.27 Faculty Caucus Facilitator

The bargaining unit member who serves as the Facilitator of the Faculty Caucus will be given 2 hours of load per quarter to include summer quarter.

Section 25.28 Nurse Course Coordinator/Lead Instructor Compensation

The Director of Nursing Programs will monitor and approve duties of Nurse Coordinator and Lab Instructors. Additional expanded duties will be made in collaboration with nursing faculty. This includes one (1) ADN 145 and ADN 146 course coordinator, ADN 145 and ADN 146 college lab coordinator. Compensation for the AND course coordinator and lab coordinator positions will be (6) six load hours per quarter.

Section 25.29 Course Size Compensation For any course section, .25 extra load hours will be granted for every 5 students above 75 up to a maximum of two (2) extra load hours.

Faculty Caucus, academic departments, and the Administration, will establish course maximum guidelines to fit instructional effectiveness.


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Article XXVI. Contract Duration

The collective bargaining agreement will be effective through Spring Term, 2011. Salary increases in years 2 and 3 of the contract will be effective at the start of the individual faculty member's contract year.

We, the undersigned representatives of the Board of Trustees of the North Central State College and the North Central State Faculty Association-American Association of University Professors ("NCSFA-AAUP"), hereby enter into this Agreement on the 17th day of December, 2008. [Back](#)

NCSFA-AAUP



Chief Negotiator



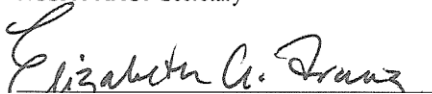
Grievance and Contract Administration Officer



NCSFA-AAUP Member at Large

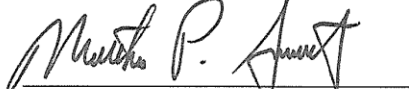


NCSFA-AAUP Secretary

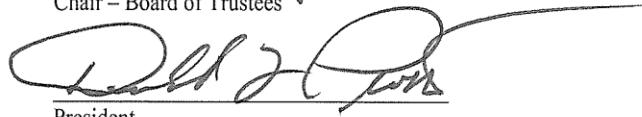


Elizabeth C. Franz

NORTH CENTRAL STATE COLLEGE



Chair - Board of Trustees



President



Vice President - Business Services



Dean - Health and Public Services



Don Ham

APPENDIX A

APPENDIX A1 (year 1) - SALARY SCHEDULE

YRS OF SVC	No Degree	Step ↑ %	Mult. Fac	A.S. Degree	Step ↑ %	Mult. Fac	B.S. NMI	Step ↑ %	Mult. Fac	B.S. MI	Step ↑ %	Mult. Fac
0	28,205	0	0.900	29,772	0	0.950	31,338	0.00%	1.000	32,905	0.00%	1.050
1	28,988	2.70%	0.925	30,555	2.56%	0.975	32,122	2.44%	1.025	33,689	2.33%	1.075
2	29,772	2.63%	0.950	31,338	2.50%	1.000	32,905	2.38%	1.050	34,472	2.27%	1.100
3	30,555	2.56%	0.975	32,122	2.44%	1.025	33,689	2.33%	1.075	35,256	2.22%	1.125
4	31,338	2.50%	1.000	32,905	2.38%	1.050	34,472	2.27%	1.100	36,039	2.17%	1.150
5	32,122	2.44%	1.025	33,689	2.33%	1.075	35,256	2.22%	1.125	36,823	2.13%	1.175
6	32,905	2.38%	1.050	34,472	2.27%	1.100	36,039	2.17%	1.150	37,606	2.08%	1.200
7	33,689	2.33%	1.075	35,256	2.22%	1.125	36,823	2.13%	1.175	38,390	2.04%	1.225
8	34,472	2.27%	1.100	36,039	2.17%	1.150	37,606	2.08%	1.200	39,173	2.00%	1.250
M.S. NMI	Step ↑ %	Mult. Fac	M.S. MI	Step ↑ %	Mult. Fac	Ph.D (NMI)	Step ↑ %	Mult. Fac	Ph.D (MI)	Step ↑ %	Mult. Fac	
0	33,684	0	1.000	37,053	0	1.100	38,737	0.00%	1.150	40,421	0.00%	1.200
1	34,527	2.44%	1.025	37,895	2.22%	1.125	39,579	2.13%	1.175	41,263	2.04%	1.225
2	35,369	2.38%	1.050	38,737	2.17%	1.150	40,421	2.08%	1.200	42,105	2.00%	1.250
3	36,211	2.33%	1.075	39,579	2.13%	1.175	41,263	2.04%	1.225	42,948	1.96%	1.275
4	37,053	2.27%	1.100	40,421	2.08%	1.200	42,105	2.00%	1.250	43,790	1.92%	1.300
5	37,895	2.22%	1.125	41,263	2.04%	1.225	42,948	1.96%	1.275	44,632	1.89%	1.325
6	38,737	2.17%	1.150	42,105	2.00%	1.250	43,790	1.92%	1.300	45,474	1.85%	1.350
7	39,579	2.13%	1.175	42,948	1.96%	1.275	44,632	1.89%	1.325	46,316	1.82%	1.375
8	40,421	2.08%	1.200	43,790	1.92%	1.300	45,474	1.85%	1.350	47,158	1.79%	1.400

APPENDIX A2 (year 2) - SALARY SCHEDULE

YRS OF SVC	No Degree	Step ↑ %	Mult. Fac	A.S. Degree	Step ↑ %	Mult. Fac	B.S. NMI	Step ↑ %	Mult. Fac	B.S. MI	Step ↑ %	Mult. Fac
0	29,052	0	0.900	30,666	0	0.950	32,279	0.00%	1.000	33,893	0.00%	1.050
1	29,859	2.70%	0.925	31,473	2.56%	0.975	33,086	2.44%	1.025	34,700	2.33%	1.075
2	30,666	2.63%	0.950	32,279	2.50%	1.000	33,893	2.38%	1.050	35,507	2.27%	1.100
3	31,473	2.56%	0.975	33,086	2.44%	1.025	34,700	2.33%	1.075	36,314	2.22%	1.125
4	32,279	2.50%	1.000	33,893	2.38%	1.050	35,507	2.27%	1.100	37,121	2.17%	1.150
5	33,086	2.44%	1.025	34,700	2.33%	1.075	36,314	2.22%	1.125	37,928	2.13%	1.175
6	33,893	2.38%	1.050	35,507	2.27%	1.100	37,121	2.17%	1.150	38,735	2.08%	1.200
7	34,700	2.33%	1.075	36,314	2.22%	1.125	37,928	2.13%	1.175	39,542	2.04%	1.225
8	35,507	2.27%	1.100	37,121	2.17%	1.150	38,735	2.08%	1.200	40,349	2.00%	1.250
M.S. NMI	Step ↑ %	Mult. Fac	M.S. MI	Step ↑ %	Mult. Fac	Ph.D (NMI)	Step ↑ %	Mult. Fac	Ph.D (MI)	Step ↑ %	Mult. Fac	
0	34,695	0	1.000	38,165	0	1.100	39,900	0.00%	1.150	41,634	0.00%	1.200
1	35,563	2.44%	1.025	39,032	2.22%	1.125	40,767	2.13%	1.175	42,502	2.04%	1.225
2	36,430	2.38%	1.050	39,900	2.18%	1.150	41,634	2.08%	1.200	43,369	2.00%	1.250
3	37,298	2.33%	1.075	40,767	2.13%	1.175	42,502	2.04%	1.225	44,237	1.96%	1.275
4	38,165	2.27%	1.100	41,634	2.08%	1.200	43,369	2.00%	1.250	45,104	1.92%	1.300
5	39,032	2.22%	1.125	42,502	2.04%	1.225	44,237	1.96%	1.275	45,971	1.89%	1.325
6	39,900	2.18%	1.150	43,369	2.00%	1.250	45,104	1.92%	1.300	46,839	1.85%	1.350
7	40,767	2.13%	1.175	44,237	1.96%	1.275	45,971	1.89%	1.325	47,706	1.82%	1.375
8	41,634	2.08%	1.200	45,104	1.92%	1.300	46,839	1.85%	1.350	48,573	1.78%	1.400

APPENDIX A3 (year 3) - SALARY SCHEDULE

YRS OF SVC	No Degree	Step ↑ %	Mult. Fac	A.S. Degree	Step ↑ %	Mult. Fac	B.S. NMI	Step ↑ %	Mult. Fac	B.S. MI	Step ↑ %	Mult. Fac
0	29,923	0	0.900	31,585	0	0.950	33,247	0.00%	1.000	34,910	0.00%	1.050
1	30,754	2.70%	0.925	32,416	2.56%	0.975	34,079	2.44%	1.025	35,741	2.33%	1.075
2	31,585	2.63%	0.950	33,247	2.50%	1.000	34,910	2.38%	1.050	36,572	2.27%	1.100
3	32,416	2.56%	0.975	34,079	2.44%	1.025	35,741	2.33%	1.075	37,403	2.22%	1.125
4	33,247	2.50%	1.000	34,910	2.38%	1.050	36,572	2.27%	1.100	38,235	2.18%	1.150
5	34,079	2.44%	1.025	35,741	2.33%	1.075	37,403	2.22%	1.125	39,066	2.13%	1.175
6	34,910	2.38%	1.050	36,572	2.27%	1.100	38,235	2.18%	1.150	39,897	2.08%	1.200
7	35,741	2.33%	1.075	37,403	2.22%	1.125	39,066	2.13%	1.175	40,728	2.04%	1.225
8	36,572	2.27%	1.100	38,235	2.18%	1.150	39,897	2.08%	1.200	41,559	2.00%	1.250
M.S. NMI	Step ↑ %	Mult. Fac	M.S. MI	Step ↑ %	Mult. Fac	Ph.D (NMI)	Step ↑ %	Mult. Fac	Ph.D (MI)	Step ↑ %	Mult. Fac	
0	35,736	0	1.000	39,310	0	1.100	41,097	0.00%	1.150	42,884	0.00%	1.200
1	36,630	2.44%	1.025	40,203	2.22%	1.125	41,990	2.13%	1.175	43,777	2.04%	1.225
2	37,523	2.38%	1.050	41,097	2.18%	1.150	42,884	2.08%	1.200	44,670	2.00%	1.250
3	38,417	2.33%	1.075	41,990	2.13%	1.175	43,777	2.04%	1.225	45,564	1.96%	1.275
4	39,310	2.27%	1.100	42,884	2.08%	1.200	44,670	2.00%	1.250	46,457	1.92%	1.300
5	40,203	2.22%	1.125	43,777	2.04%	1.225	45,564	1.96%	1.275	47,351	1.89%	1.325
6	41,097	2.18%	1.150	44,670	2.00%	1.250	46,457	1.92%	1.300	48,244	1.85%	1.350
7	41,990	2.13%	1.175	45,564	1.96%	1.275	47,351	1.89%	1.325	49,137	1.82%	1.375
8	42,884	2.08%	1.200	46,457	1.92%	1.300	48,244	1.85%	1.350	50,031	1.79%	1.400

APPENDIX B

											\$ 70,000.00		
NAME	Degree	NMI or MI	HIRED	YRS NC	07-08 Salary	1.25 to 1.33 Adjustment	07-08 Salary Before Equity Step	YR 1 Equity Step	YR 1 Begin Salary (07-08 Salary PLUS YR1 Equity Step)	YR 1 Final Salary (Equity Step PLUS 3% or \$1250 COLA) Rounded Up	2009 - 2010		
											Starting Salary for 1.33 Adjustees Before COLA		
9 Month Faculty													
Adkins, Jennifer	MS	NMI	1999	9	40,318		40,318.00	745.18	41,063.18	42,314.00			
Badamy, Joseph	MS	MI	1975	33	63,861		63,861.00	751.40	64,612.40	66,551.00			
Barker, Christine	BS	MI	2005	3	34,951		34,951.00	1,135.22	36,086.22	37,337.00			
Beck, Jim	MS	NMI	2008	0	40,421		40,421.00	-	40,421.00	41,671.00			
Boyd, Erica	MS	MI	2006	2	41,421		41,421.00	700.10	42,121.10	43,385.00			
Cariglio-Wolfe, Carol	MS	MI	2007	2	41,293		41,293.00	722.21	42,015.21	43,276.00			
Cupach, Matthew	MS	NMI	2001	7	40,357		40,357.00	1,029.33	41,386.33	42,637.00			
Damberge, Lynn	MS	NMI	2003	5	39,788		39,788.00	836.73	40,624.73	41,875.00			
Denny, Michelle	BS	MI	2008	0.5	39,196		39,196.00	131.28	39,327.28	40,578.00			
Dicke, Donald	MS	NMI	2001	7	54,607		54,607.00	-	54,607.00	56,246.00			
Eaken, Leonard	MS	MI	1987	21	57,499		57,499.00	686.62	58,185.62	59,932.00			
Ekegren, Kenneth	BS	MI	1993	15	46,028		46,028.00	845.89	46,873.89	48,281.00			
Franz, Elizabeth	MS	NMI	1990	18	51,767		51,767.00	658.47	52,425.47	53,999.00			
Freeman, Cynthia	MS	MI	1984	24	52,255		52,255.00	2,028.78	54,283.78	55,913.00			
Gray, Kelly	MS	MI	1997	11	43,154		43,154.00	1,709.91	44,863.91	46,210.00			
Harinath, Vasantha	MS	NMI	1990	18	59,235		59,235.00	-	59,235.00	61,013.00			
Harrison, Siegfried	MS	MI	1986	22	60,199		60,199.00	365.68	60,564.68	62,382.00			
Hays, Brad	MS	NMI	1995	13	41,489		41,489.00	1,706.63	43,195.63	44,492.00			
Hendershott, Denise	MS	NMI	1986	22	49,088		49,088.00	1,412.11	50,500.11	52,016.00			
Herb, Patricia	MS	NMI	2001	7	40,922		40,922.00	931.74	41,853.74	43,110.00			
Huff, Lou	MS	MI	2006	2	40,570		40,570.00	847.10	41,417.10	42,668.00			
Hysell, Deborah	MS	NMI	2004	4	40,348		40,348.00	594.56	40,942.56	42,193.00			
Janssens, Jeff	MS	NMI	2008	0	33,684		33,684.00	436.50	34,120.50	35,371.00			
Jones, Jean	MS	MI	1991	17	48,827		48,827.00	1,602.64	50,429.64	51,943.00			
Justice, J. Ross	MS	NMI	1996	12	49,998		49,998.00	91.20	50,089.20	51,592.00			
Kaple, Carolyn	MS	MI	2007	20	48,878		48,878.00	1,884.89	50,762.89	52,286.00			
Karsmizki, Richard	ND	NMI	1985	23	50,565		50,565.00	468.11	51,033.11	52,565.00			
Keib, Pearl	MS	MI	1991	17	51,571		51,571.00	1,128.65	52,699.65	54,281.00			
Kranch, Douglas	MS	MI	1999	9	50,565		50,565.00	138.88	50,703.88	52,225.00			
Lynn, Jennifer	MS	MI	1985	23	55,184		55,184.00	1,377.39	56,561.39	58,259.00			
Martin, Nicole	BS	MI	2007	1	39,173		39,173.00	135.25	39,308.25	40,559.00			
Martin, Philip	MS	NMI	1998	10	43,193		43,193.00	975.78	44,168.78	45,494.00			
Miller, Jr. William	MS	NMI	2007	18	63,485		63,485.00	-	63,485.00	65,390.00			
Moore, Esther	BS	MI	2003	5	33,630		33,630.00	1,498.83	35,128.83	36,379.00			
Morrison, Carmen	BS	MI	2000	8	42,623		42,623.00	486.77	43,109.77	44,404.00			
Nichols, Thomas	MS	NMI	1993	15	51,714		51,714.00	231.29	51,945.29	53,504.00			
Peresie, Katherine	MS	MI	1980	28	54,607		54,607.00	1,767.95	56,374.95	58,067.00			
Perry, Sharon	MS	MI	2005	3	41,004		41,004.00	917.57	41,921.57	43,180.00			
Phenicie, Jennifer	MS	NMI	2008	0	35,368		35,368.00	581.95	35,949.95	37,200.00			
Puckett, Margaret	MS	NMI	2004	4	44,337		44,337.00	-	44,337.00	45,668.00			
Slattery, Michelle	MS	NMI	2008	0	35,368		35,368.00	436.50	35,804.50	37,055.00			
Sturgill, Judith	PhD	NMI	1998	8	43,193		43,193.00	1,557.73	44,750.73	46,094.00			
Sukys, Paul	PhD	NMI	1972	36	68,296		68,296.00	712.53	69,008.53	71,079.00			
Taylor, David	BS	NMI	1980	28	51,466		51,466.00	718.41	52,184.41	53,750.00			
Urban, Doug	PhD	NMI	2008	0	40,421		40,421.00	872.83	41,293.83	42,544.00			
VanDorn, Teresa	MS	NMI	1985	23	51,928		51,928.00	1,358.05	53,286.05	54,885.00			
Vinson, Anne	MS	NMI	1999	9	39,794		39,794.00	1,417.47	41,211.47	42,462.00			
Wade, Sam	BS	NMI	1995	13	40,169		40,169.00	1,316.59	41,485.59	42,736.00			
Wood, Gary	MS	NMI	2002	6	40,922		40,922.00	786.29	41,708.29	42,960.00			
12 Month Faculty													
Birk, Richard	MS	NMI	1996	12	49,486	1,584	51,069.50	2,592.80	53,662.30	55,273.00	56,856.50		
Danielson, Karen	MS	MI	1993	15	57,007		57,007.00	2,534.61	59,541.61	61,328.00			
Falls, John	MS	NMI	1978	30	78,825		78,825.00	893.93	79,718.93	82,111.00			
Ford, Dorie	BS	MI	2002	6	53,489		53,489.00	1,981.43	55,470.43	57,135.00			
Hockenberry, Molly	MS	NMI	2000	8	51,606		51,606.00	1,919.81	53,525.81	55,132.00			
Johnson, Ellen	BS	MI	1993	15	58,114		58,114.00	2,923.71	61,037.71	62,869.00			
Lewis, Robert	MS	NMI	1985	23	66,531	2,129	68,660.00	1,876.03	70,536.03	72,653.00	74,782.00		
Milner, Lewis	MS	NMI	1978	30	65,146	2,085	67,230.50	3,477.03	70,707.53	72,829.00	74,913.50		
Music, Lisa	MS	MI	1995	13	53,437		53,437.00	2,957.84	56,394.84	58,087.00			
Snyder, Penny	MS	MI	2001	7	50,496		50,496.00	2,691.86	53,187.86	54,784.00			
Taylor, Jeffrey	MS	NMI	1991	17	50,627	1,620	52,247.00	2,389.40	54,636.40	56,276.00	57,896.00		
Weikel, Darlyn	MS	MI	1998	10	61,632		61,632.00	1,348.83	62,980.83	64,871.00			
Welsh, Amy	MS	MI	2000	8	57,510		57,510.00	1,673.74	59,183.74	60,960.00			

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