



08/16/11
11-MED-04-0755
1086-01
K28056

PROFESSIONAL AGREEMENT

Northwest State Community College

AND

**Northwest State Community College
Education Association**

2011 - 2014

PROFESSIONAL AGREEMENT

Northwest State Community College
and
Northwest State Community College Education Association

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ARTICLE I
RECOGNITION

- A.** The College recognizes the Association as the sole and exclusive bargaining representative of all full-time professional employees of the College. References to unit members or employees refer to all bargaining unit members. The College will agree to change the name of those represented to faculty and non-teaching faculty rather than professional employees with the understanding that this does not alter the unit or affect any other sections of the contract. Where separate provisions are required, the terms faculty, non-teaching faculty, and professional specialists are used.

The College will agree to unit membership beginning on the first day of employment.

The bargaining unit excludes confidential employees, management-level employees, supervisors, students, interns, seasonal employees, casual employees, part-time faculty members and heads of department or divisions, as defined or referred to in Sections 4117.01 (C), (F), (J), (K), Ohio Revised Code.

B. Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Employer shall deduct from the pay of employees who elect not to become or to remain members of the Northwest State Community College Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Employer on or about October 1 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Association monthly.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for employees employed after December 31 until the second paycheck, which period shall be the required fair share fee probationary period of new employees.

b. Upon Termination of Membership During the Membership Year

The Employer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The Employer further agrees to accompany each such transmittal with a list of the names of the employees for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.0 of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each employee who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Indemnification of Employer

The Association agrees to indemnify the Employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Employer shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employer;
- c. The Employer agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association to intervene as a party if it so desires, and/or (c) to not oppose the Association or its affiliates' application file briefs amicus curiae in the action;

The Employer acted in good faith compliance with the fair share fee provision

of this Agreement; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provisions herein.

ARTICLE II
MANAGEMENT RIGHTS

Except as may be limited by law or the express terms of this agreement, the College maintains the responsibility and sole and exclusive authority to manage and direct its operations and activities, adopt policies, regulations, and rules as it may deem necessary, in such manner as the College shall determine. Except as may be limited by law or the express terms of this agreement, the College's right to manage its operations shall include, but not be limited to, its rights to:

1. 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 services, its budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, and hire bargaining unit members;
3. Maintain and improve the efficiency and effectiveness of College operations;
4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain bargaining unit members;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the College;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the College as a governmental unit;
10. All things appropriate and incidental to all grants of authority under the Ohio Revised Code.

ARTICLE III
ASSOCIATION RIGHTS

- A. Duly authorized representatives of the Association shall have access to the College premises for the purpose of transacting official Association business consistent with this Agreement,

provided that this shall not interfere with or interrupt the normal conduct of College affairs or the performance of any unit member's responsibilities.

- B.** The Association shall be permitted reasonable use of College rooms and equipment provided such use does not interfere with the normal operation of the College. The use of College facilities must be scheduled through the switchboard/receptionist. If the use of any facility results in additional costs to the College, such as extra custodial time, the Association shall reimburse the College for costs that would not otherwise be incurred. Costs for use of equipment, such as photocopiers, shall also be reimbursed to the College.
- C.** The Association shall be permitted reasonable use of the College bulletin boards in designated areas for official Association business. Unit member mailboxes and email may be used by the Association.
- D.** The College agrees to deduct Association dues and assessments in nine (9) equal installments from the salaries of all unit members in the bargaining unit whose lawful, written authorization for such deductions it possesses. Individual authorizations shall continue in effect until such time as the unit member gives timely written notice to the College to discontinue such deductions, employment with the College terminates, or the individual ceases to be a member of the bargaining unit. As soon as Human Resources knows that a bargaining unit member is leaving the employ of the College, the Association Treasurer will be informed. Except where the unit member resigns, retires, leaves the bargaining unit or otherwise leaves the employ of the College, notice to withdraw authorization of payroll deductions for Association dues and assessments shall be considered timely if submitted by December 15 annually.

The amount to be deducted annually for dues shall be made known to the College by the Treasurer of the Association no later than October 1 of the academic year. The amount to be deducted for assessments, if any, when made known to the College shall be deducted in nine (9) equal amounts over five months, starting with the January 31 pay. The College shall forward to the Association Treasurer the payroll deductions in five (5) monthly installments accompanied by a list of the staff members and the amount of the deduction for each such individual. The College shall levy no charge upon the Association for administering the payroll deduction. Deduction of dues for newly-hired persons who start after December will be made by the College, when notified by the Association, pro-rated in the remainder of the nine (9) installments.

The Association agrees to indemnify and hold the College and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the College for the purpose of complying with this provision, or in reliance on any notice or authorization form furnished under any provision of this Agreement provided the College has properly executed and otherwise fulfilled its obligation for said payroll deduction pursuant to the provisions herein.

- E.** None of the rights of the Association will be provided to any competing labor organization.

ARTICLE IV
INDIVIDUAL RIGHTS

- A.** The Board will uniformly administer the terms of this Agreement for all members of the bargaining unit. No employee will be treated in an arbitrary, capricious, or discriminatory manner by the Board.
- B.** The College will continue to respect the reasonable expectations of privacy which employees have in regard to their personal effects on college property. The College will not gain access to an employee's password-protected computer information, or office space, except for reasonable cause or as necessary to maintain the computer system. Other staff will access a member's office space for defined job-related reasons only and will consider this office space as private.
- C.** The College and the employees shall comply with all applicable federal, state and/or local laws, rules and regulations dealing with employee safety and health. The Association will assist and support the College in maintaining a safe working environment in those situations where there is no conflict of interest.
- D.** The employer shall take all reasonable steps to support and assist employees with respect to the maintenance of control and discipline of students in the assigned work areas of employees.
- E.** The College will have a process in place to resolve health and safety issues.
- F.** The College will pay the costs beyond insurance coverage to full-time instructors for physical exams, laboratory tests, screenings, and immunizations or vaccines required by clinical facilities.
- G.** Full-time vacant positions, covered under this agreement, will be posted internally. A teaching or non-teaching faculty member may apply and, if deemed qualified by the Academic Dean where the vacant position exists, will receive an interview during the search process.

ARTICLE V
NEGOTIATIONS

- A.** Negotiations will be governed by the provisions of Ohio Revised Code, Chapter 4117.14. The parties specifically agree not to engage in binding interest arbitration.
- B.** Unit members who have scheduled hours will be given time to bargain during normal work hours as long as their work gets done. If both parties prefer to negotiate during normal work hours, substitutes will be hired, if possible, to cover scheduled classes for up to two unit members.

ARTICLE VI
GRIEVANCE PROCEDURE

A. Construction

Nothing contained in this Article will be construed so as to prevent the informal adjustment of any grievance. The parties intend and agree that all disputes should be resolved, whenever possible, before the filing of a formal grievance and the parties encourage open communication between the Employer and its Employees so that resorting to the formal grievance procedure will not be necessary. During all phases of the grievance process the Association shall have the right to be present. Unless the parties enter into a written waiver to the contrary, Steps One and Two of the grievance procedure shall be pursued to completion before the application for arbitration may be made. In computing any time limit in this Article, Saturdays, Sundays and Northwest State Community College holidays shall be excluded. The grievance process will be held at the NSCC campus whenever possible.

B. Scope

A grievance is an allegation or complaint that there has been a violation, misinterpretation or misapplication of the terms and conditions of this Agreement or any complaint alleging improper, arbitrary, capricious or discriminatory enforcement or application of Employer policy, rules, regulations, practices and/or procedures affecting bargaining unit members. Grievances can be initiated either at Step One or Step Two at the discretion of the grievant, the Association, or the College. Grievances shall be presented and handled during regular working hours. Other times for hearings and meetings shall be set by mutual agreement of the parties. An employee will neither be disciplined nor have his/her compensation reduced as a result of participation in any grievance proceeding.

C. Initiation

A grievance shall be initiated, by the grieved person, by serving written notice of it to the appropriate Employer representative within thirty (30) days after occurrence of the facts upon which it is based or within thirty (30) days after the grievant knew or through the exercise of reasonable diligence should have known of the occurrence and the facts on which it is based. Individual employee grievances may be filed at Step One if the immediate supervisor has the authority to grant the relief sought. The intent of having the grieved person file will in no way prevent the Association grievance committee or Executive committee from filing at Level Two with or without participation of the grieved person. Grievances on behalf of employees in more than one work station or job classification and all Association grievances may be initially filed at Step Two. The written notice of the grievance shall state the facts upon which the grievance is based, the basis for the grievance (including contract articles and/or college policy, when applicable) and the relief and remedy sought.

Attempts will be made to resolve any in-house grievance, prior to any SERB filing. The Association may file for SERB involvement at any time, but will consider requesting a 45 calendar day stay to give the in-house grievance process time to be resolved on its own

before any SERB action.

D. Step One

The immediate supervisor shall schedule a Step One meeting and notify the Association and the grievant, if other than the Association, of the time and place of the meeting. The Step One meeting, unless extended by written agreement for a specified period, shall be completed within seven (7) days after the grievance is filed. Within five (5) days after the Step One meeting, the immediate supervisor shall provide the Association and the grievant, if other than the Association, with a written answer to the grievance.

E. Step Two

If the Association or the grievant is not satisfied with the Step One answer to the grievance, it may be advanced to Step Two by filing a written notice of appeal with the Human Resources Office within ten days of receiving the Step One answer. The Step Two meeting will be held within ten days of receipt of the notice to appeal unless another time is mutually agreed upon by the Administration and Association. The coordination of this meeting is the responsibility of the Human Resources Office. Grievances on behalf of employees in more than one work station or job classification and all Association grievances may be initially filed at Step Two. The Step Two meeting will consist of two Association representatives and the Director of Human Resources along with one other Administration representative, at the Director level or higher. Either party may call additional witnesses as necessary. The purpose of the Step Two meeting is to discern all relevant facts and information concerning the grievance. The two Association representatives, the Human Resources Director, and the other Administration representative will facilitate and recommend an acceptable resolution of the grievance. This recommendation must be forwarded by the Director of Human Resources to the grievant or association within five (5) days of the completion of the Step Two hearing.

F. Arbitration

If the Association is not satisfied with the Step Two answer, it may, within thirty (30) days of receiving the Step Two answer, advance the grievance to arbitration by giving simultaneous written notice of such appeal to the American Arbitration Association and the Human Resources Office. Upon receipt of the required notice of arbitration, the Human Resources Office and the Association shall confer and attempt to agree upon the selection of an arbitrator and a procedural format for the arbitration proceeding. The procedural format shall be the American Arbitration Association rules for voluntary labor arbitration. The arbitrator shall be selected according to the appropriate procedural format and in no case shall he/she be selected more than ten (10) days after receipt by the parties of a list of arbitrators from the American Arbitration Association.

G. Arbitrator's Decision and Compensation

The Arbitrator will render his/her decision in writing thirty (30) days, or such additional time as the parties in writing agree, after any grievance has been submitted to him/her and the

decision, when so rendered as required by law, will be final and binding on the parties and may be enforced in any court or competent jurisdiction. The Employer and the Association will bear their own grievance process and arbitration expenses individually and the arbitrator's fee and expenses will be paid by the party that does not prevail in said arbitration.

H. Limitation of Arbitrator's Authority

The jurisdiction and authority of the arbitrator shall be limited to the interpretation of the written provisions of this Agreement and to Employer policy, rules, regulations, practices and/or procedures affecting bargaining unit members. The Arbitrator shall have no authority to add or to subtract from or in any way modify the terms and conditions of this agreement or Employer policy, rules, regulations, practices and/or procedures affecting bargaining unit members.

ARTICLE VII
NO STRIKE/NO LOCKOUT

- A. The Association agrees for itself, its agents, representatives and members that, during the life of this collective bargaining Agreement or an extension thereof, neither it nor they will directly or indirectly call, instigate, support, encourage, participate in or assist any strike, slow down, work stoppage, non-informational picketing, "call-ins", any failure to report to work or interference of any kind with the employer's operations, deliveries and suppliers.
- B. In the event that any strike, slow-down, walk-out, work stoppage, non-informational picketing or other interference described in Division A of this Article occurs, the Association shall promptly notify all bargaining unit members that such conduct is prohibited by this Article and is not in any way sanctioned or approved by the Association. The Association shall also promptly order all bargaining unit members to return to work at once.
- C. During the term of this Agreement or an extension thereof, the College agrees not to lock out any member of the bargaining unit.

ARTICLE VIII
UNIT MEMBER CONTRACTS

A. Probationary Contracts

- 1. Full-time unit members shall be initially employed by the College under probationary contracts. The duration of the contracts shall be as follows:
 - a. First year of employment: one year contract - probationary.
 - b. Second year of employment: one year contract - probationary.
 - c. Third year of employment: one year contract - probationary.

2. For those employees hired under this contract, the College and the member will put into writing, at the time of employment, the requirements needed to be met to receive a continuing contract. Those unit members not completing the requirements which were agreed upon at the time of employment would be eligible only for a non-continuous one year probationary contract until requirements are met.
3. A unit member who is not provided written notice of non-renewal of his/her contract by May 1, or December 1 for mid-year hires, of the year in which it expires shall be deemed to be reemployed for the next scheduled probationary contract.

B. Continuous Contracts

After completion of his/her probationary period and completion of degrees, certification, licenses, or other items agreed upon in writing at the time of employment, employees shall be entitled to continuous employment unless laid off for proper cause as set forth in the Agreement or terminated for just cause.

C. Contract Notification, Acceptance and Resignation

1. Unit member contracts shall be offered no later than May 1 or December 1 for mid-academic year employment, except for those unit members employed under renewable grants (soft money). Those so employed will be notified of non-renewal no more than 30 days after the College receives notice that the grant will not be renewed. The intent is that the May 1st or December 1st deadlines may not be possible to keep for those employees hired with grant money in that notification may not have been given to the College prior to May 1st. The College would then have an employee under contract with no funding being received to cover costs. If an employee is not offered renewal during the term of a multi-year grant, non-renewal would occur within the guidelines of Article IX. Unit members shall sign and return their individual employment contracts within thirty calendar-days following the date on which the contract was offered to the unit member. A written second notice will be given to employees not returning their signed contract within 20 days. Non-returning of the contract within the thirty calendar-day period signifies the unit member's resignation. Notice of the 30-day deadline and its ramifications shall be communicated with the issuance of the contract.
2. Unit members who desire to resign from their contract for the following year shall do so by June 1.

ARTICLE IX
CONTRACT RENEWAL AND TERMINATION

A. Non-renewal of Probationary Contracts

1. A probationary contract may be non-renewed upon the recommendation of the Chief Academic Officer with written notice from the President of the College or designee provided by May 1 of the year in which it expires. The non-renewal will be

submitted for action at the next scheduled Board of Trustees meeting. For those employed who begin their contracts during Spring Semester, the above date would be December 1.

2. The Administration shall provide a minimum of one written review per semester (excluding summer) of all probationary employees. The review will indicate the strengths and weaknesses of the employee along with specific suggestions for improvement.
3. If the Administration plans to recommend the nonrenewal of a contract to the Board of Trustees, prior to the Board action the Chief Academic Officer shall meet with the faculty member and discuss the matter. The unit member must be given written reasons for nonrenewal at such conference.
4. No employee shall be non-renewed in a year in which he/she has not been evaluated.

B. Discipline and Discharge During the Term of a Contract

All disciplinary actions shall be in writing with reasons specifically stated.

1. The contract of a unit member may be terminated at any time during its term for just cause. The provisions of this Article shall not preclude the College from imposing disciplinary action less severe than dismissal, if in the College's discretion, such action is warranted by the facts and circumstances of the case. Just cause shall include:
 - a. Violations of local, state or federal laws which involve moral turpitude;
 - b. Any serious violation or repeated violations of College policies;
 - c. Repeated and/or flagrant insubordination;
 - d. Dishonesty or criminal theft;
 - e. Excessive absenteeism or tardiness or absence without authorization or sufficient justification;
 - f. Bringing intoxicants or illegal drugs onto College premises, except for educational purposes and where advance notice of same has not been given to the President's Office, or reporting for work under the influence of intoxicants, illegal drugs or narcotics; and
 - g. Any other act of similar seriousness which is detrimental to the effective operation of the College or its educational programs.
2. Other than discipline administered under B1, no employee shall be suspended or

otherwise disciplined without just cause nor may any employee be discharged unless progressive discipline has been applied.

For those offenses not listed in B1, the progressive discipline procedure to be followed is:

- STEP 1: 1st offense - verbal warning (This would involve a dated memo in the personnel file indicating that a verbal warning was given with rationale stated for the warning.)
- STEP 2: 2nd offense - written warning
- STEP 3: 3rd offense - one day suspension without pay
- STEP 4: 4th offense - five day suspension without pay
- STEP 5: 5th offense - termination

Progressive discipline shall be applied in all cases other than for discipline applied under B1.

An offense for which progressive discipline has been applied under B2 will be considered to have occurred one step lower for every two years in which no further discipline is needed. This clause does not apply to the offenses covered under B1.

At any time an individual with supervisory authority conducts a meeting (including investigatory meetings), informal or formal, with an employee wherein disciplinary action, other than verbal counseling, could possibly result or is to result, the employee who is the potential recipient of such discipline shall have the right to require a representative of the Association to be present. If disciplinary charges are contemplated against an employee, the employee against whom allegations have been made shall be entitled to a hearing concerning such charges.

3. Prior to termination of a unit member for just cause, the College President's designated administrator shall meet with the unit member, and an Association representative if requested, and discuss the matter in a conference. Prior to such conference, the College President's designated administrator shall advise the faculty member of the College's intention to consider termination as well as the faculty member's right to be represented by the Association. A Board representative may also be present. The College President's designated administrator shall provide the reasons for termination in writing and orally discuss the reasons and provide the unit member and his representative with an opportunity to respond orally. Following this conference, the College may, upon notice to the unit member, suspend such unit member without pay pending final action to terminate the contract if, in the College's judgment, the character of the charges warrant.
4. If the Board of Trustees proceeds with termination following the conference, the College President or designee shall furnish the unit member with a written notice of the intention to terminate the contract.

ARTICLE X
REDUCTION IN FORCE

Whenever the Board of Trustees determines that a reduction in force shall occur, the following procedure shall apply:

A. Seniority

Seniority is determined by the faculty member's length of full-time service as a faculty member while continuously employed at Northwest State Community College. All non-teaching faculty and professionals shall be considered as a single group for seniority purposes. A seniority list will be published and posted annually, by January 31st of each year, by the Human Resources Department and in agreement with the Association. Authorized leaves of absence shall not constitute a break in continuous service, but time spent on such leaves is not included in the determination of length of service, unless required by law. When seniority in the College is equal, the total length of service in teaching the subject affected will be used. Any further ties will be broken by lot.

B. Layoff Procedure

In the event of a reduction in force, the least senior employee in the affected area/group will be placed on lay-off status. The teaching faculty member may bump less senior faculty members in other areas provided that they possess the qualifications and credentials to be considered a full-time faculty in that area, as established by the Dean of the area. Within each affected area the order of layoff shall be: part-time positions (as defined in Paragraph "C" below), retired and re-hired faculty, full-time employees with probationary contracts, continuous contract employees.

A reduction in force within the non-teaching faculty and/or professionals would result in the least senior member in the affected area/ group being placed on lay-off status. The non-teaching faculty and/or professional may bump less senior non-teaching or professional members in other areas provided that they possess the qualifications and credentials to be considered for the position in that area, as established by the Dean/Director of the area.

C. Part-time Positions

The number of full-time employees will not be reduced when there are more courses taught by part-time faculty than would equate to a full load for a full-time faculty member. It is understood that this might necessitate a full-time faculty member accepting courses during evening and weekend hours, at a branch location, distance learning classes, or classes that might exceed the normal restrictions otherwise provided for in this agreement. Failure to accept such assignments would then result in layoff of that full-time faculty member.

D. Recall Rights

All full-time teaching faculty and non-teaching faculty or professionals whose employment contracts are non-renewed or suspended during their term as a result of a reduction in force shall be placed on the recall list. Faculty members or professionals on layoff shall have recall rights for three years from date of layoff and shall be offered re-employment in the order of greatest seniority, when a position for which the faculty member or professional is qualified becomes available.

The President or designee shall give written notice for an offer of re-employment by sending a receipt-required letter to the employee's last known address. It shall be the employee's responsibility to notify the Human Resources Office of a change of address. If a faculty member or professional fails to accept the offer of re-employment in writing within ten (10) calendar days of delivery, or within thirty (30) days of mailing, in the event that delivery cannot be made, the offer will be considered rejected.

Laid off faculty or professionals will have the option of continuing their medical benefits according to the COBRA regulations.

Full-time faculty who have suffered a reduction in force shall have first choice for part-time courses ahead of part-time faculty, if qualified as established by the Dean of the Division. However, they must indicate their choices to the Dean in a timely manner.

ARTICLE XI
WORK YEAR AND WORK LOAD

A. Academic Year

1. Except for employees employed under ten, eleven, or twelve month contracts, the academic year for full-time faculty will be scheduled within a period of nine months, with the exception of commencement day. Contract years begin with the fall semester and cover the academic year through the spring semester. The bargaining unit, by a 2/3 majority of voters, shall have the right to reject any academic calendar. The academic calendar may exceed the nine-month time period if approved by the faculty. Courses on the master course file being offered for business, industry, and apprenticeship training may have a schedule unique to the business, industry, and apprenticeship programs. The academic year for faculty under nine-month contracts shall be considered 173 days for calculation purposes, including 160 instructional days and 13 non-instructional days. Non-instructional days are: one Fall Orientation Day, one Fall Work Day, one Spring Orientation Day, one flexible Spring Work Day before the start of the term, Commencement, and eight college service/professional development days (49.6 hours) as determined with the Dean. Non-instructional days need not be equally distributed between fall and spring semesters. A spring contract for those who begin in

mid-year shall be considered 87 days for calculation purposes.

B. Regular Faculty Duties

The full-time faculty member's role includes:

1. course preparation
 2. course instruction
 3. office hours
 4. curriculum review and revision
 5. program review and course assessment
 6. advising
 7. departmental meetings, departmental work, and departmental committee work
 8. professional development/college service
 9. attendance at fall orientation, spring orientation, and commencement
 10. participation in college governance
1. Course Preparation. The College will not require any faculty member to exceed 4 different preparations at any time during any term. Included in this definition will be the following special situations for defining a preparation. For courses less than 3 hours, a preparation will be defined as: a course of 2 credit hours or 2 different 1-hour courses. The College will not require any full-time faculty member to utilize more than two of these special situations to meet the 14 credit/18 contact hour minimum load. The respective Deans will plan their course schedules and attempt to distribute these one and two-hour courses in the most favorable way possible among their qualified faculty. The intent is not to assign four different one-hour courses for the two preparations in this section if at all possible. For curriculum areas that have 3 one-hour courses running in concurrent 5-week time blocks, 3 of these courses will equate to 1 three credit hour preparation. It is understood that this case is also to conform to the guidelines of 4 preparations maximum as previously stated.
 2. Course Instruction. The instructional course load for any given semester may not exceed 15 credit hours or 19 contact hours per week, with a minimum of 14 credit hours per week or 18 contact hours per week (whichever is reached first). Contact hours are equal to total course contact hours.
 3. Office Hours. Each full-time faculty member shall schedule a minimum of seven (7) office hours per week within Administration guidelines, defined as time available for individual or group student assistance in the classroom, laboratory, online, or conference situation. Office hours will not be expected on days the faculty member does not have classes and faculty who teach web-based courses may schedule and count virtual office hours for the portion of workload which is online. Instructors of on-line courses are expected to respond to student e-mails within 48 hours, when possible, Monday – Friday. The response time may be extended if the instructor has notified the class of the change. Whenever possible, at least one office hour will be scheduled on each day on which the faculty member meets with classes, in time

periods of no less than 15 minutes, scheduled for the students' convenience. Faculty members who do not have evening classes will not be required to hold evening office hours, except for one (1) evening for each of the fall and spring registrations and advisement periods. These evening hours will be counted toward the seven (7) hours per week maximum. All classroom, laboratory, and the minimum office hours shall be posted on faculty office doors and filed with the respective Dean. During posted office hours, faculty shall be present in their offices and available to students or the Administration, or shall post the campus site at which they may be found for such assistance and/or consultation. If a meeting is scheduled during a scheduled office hour, when the faculty member becomes aware of the meeting time, the faculty member shall post a notice on his/her door rescheduling that office hour. Office hours shall be separate from meal time.

4. Curriculum Review, and Revision. Curriculum review and revision, which includes updating of existing courses and programs, is part of the normal faculty workload. It also includes participation in departmental efforts to update existing courses, to update existing programs, and to assess student learning outcomes. All faculty will be expected to follow departmental and college-wide procedures and standards, e.g. faculty objectives, assessment methods, etc.
5. Program Review. Program review is a cyclical review of academic programs.
6. Advising. Advising students is part of the full-time faculty role. The number of advisees assigned to each instructor will be determined within each division. This does not prohibit the establishment and staffing with professional advisor employees of an advising center for students.
7. Departmental Meetings, Departmental Work, and Departmental Committee Work Departmental and College committee meetings will be scheduled to accommodate, as much as possible, individual faculty members' schedules. Each full-time instructor shall be available for up to five (5) service hours per week for administrative meetings, curriculum development, authorized committee work, and other specific college-related duties as assigned by the Administration. Faculty members will not be required, to be on campus on days when they have neither classes, office hours, committee work, departmental work, nor other specifically assigned duties. While the manner in which the five (5) service hours are fulfilled remains the choice of each individual faculty member, the college reserves the right to take a more active role than in the past in encouraging widespread participation in the college community. A schedule of tentative division meeting dates will be communicated at the beginning of each semester, when possible.
8. Professional Development/College Service. Faculty will commit to eight days (49.6 hours) of professional development/college service in collaboration with the Dean by September 30. It will be reviewed during the academic year. Professional Development/College Service includes activities which enhance faculty skills or promote the academic division such that students and/or the college will benefit, i.e., recruiting, employee training, open houses, business competitions, exploring careers

days, county fairs, new student advising, mentoring part-time faculty, participation in workshops or seminars or conferences, completion of college coursework, preparation for new software releases, new course or program development, visiting business/industries, or other commitments as approved by the appropriate Dean.

9. Fall Orientation, Spring Orientation, and Commencement A calendar which includes fall orientation day, spring orientation day (1st Friday after classes begin), and commencement day for the contract year will be provided to each faculty member on or before August 1 preceding the beginning of the contract year.

Commencement ceremonies are an important part of our students' experience and faculty participation is strongly encouraged. Absence must be applied for in advance, if possible.

10. The actual hours spent by a faculty member in fulfilling the faculty role will likely exceed the workload minimum and may not necessarily occur on campus. Hours will be divided into assigned time (which includes classes, office hours and meetings) and unassigned time (which may be used for other college work as described above). For calculation purposes only, a week is considered 31 hours.

C. Course Scheduling and Selection

1. The Administration will construct a schedule for each semester, and the Administration and the Association may meet prior to each semester to determine that the class schedule is consistent with the terms and conditions of this Agreement.
2. Faculty members, in consultation with the Dean or Department Chair, will indicate their preferences of courses for the upcoming semester. In the event that 2 faculty members desire the same course the most senior qualified faculty member within the department or discipline will prevail. This will be finalized by March 15 for the Summer and Fall terms and October 15 for the Spring term. Changes or revisions may occur due to extenuating circumstances, ie, lack of enrollment, or other reasons. If a new section is added after course requests and assignments are made, those sections shall be offered to all eligible faculty by seniority as defined in this section.
3. Faculty cannot choose overload hours until all full-time faculty regular load schedules have been determined. After all full-time faculty have chosen their first overload course, subsequent courses can be chosen. Changes or revisions to overload courses may occur after the October 15 and March 15 deadline due to extenuating circumstances, ie, lack of enrollment, or other reasons. When the course offerings change, bumping must occur before the first class meeting of the term or part of term. Full-time faculty shall have preference over all other employees for overload and summer courses.
4. Preference over part-time faculty in selecting classes from the schedule shall be in the following order:

- a. Full-time faculty
- b. Full time rehired faculty retirees
- c. Qualified academic deans & department chairs
- d. Qualified non-teaching faculty
- e. Qualified graded personnel

Courses offered through specialized workforce training programs, and courses hosted by private employers are exempt from this process. Those instructors who taught in these areas prior to January 2001 are grandfathered out of this exemption.

5. Faculty members shall not be required to:
- a. accept overload.
 - b. teach a schedule where the beginning of the first class of the day and the end of the last class of the day are more than 8 hours apart, or where at least 12 hours do not separate the end of the last class on one day and the beginning of the first class on the succeeding day.
 - c. teach a schedule with less than 45 minutes available for mealtime.
 - d. teach more than 3 one-hour classes.
 - e. teach independent study hours, unless needed to complete a regular workload. In such cases, each student will be the equivalent of one credit hour and one contact hour of classroom instruction.
 - f. teach at any off-campus site unless initially hired to do so or to avoid a layoff.
 - g. share personally developed classroom materials with other faculty.
 - h. be required to record lectures unless there is mutual agreement and/or additional compensation.
 - i. teach web-based courses, synchronous learning courses, or distance learning courses.
 - j. accept recruiting responsibilities.

Exceptions to any of the policies above may be made with the prior consent of the faculty member.

6. Faculty initially employed after July 1, 1994, will be assigned courses only in disciplines in which they have successfully completed upper-level course work at a regionally accredited institution or its equivalent, or where they are deemed qualified by the Dean of the academic division in which the course is offered.
7. Appropriate class size for each course will be determined within each division in consultation with the Dean and Department Chairs.

D. Special Faculty Duties

1. Time spent in the following will either be counted toward instructional workload requirements or receive additional compensation, as agreed upon between the unit member and supervisor, and approved by the Chief Academic Officer:

- a. developing new courses
- b. developing new programs
- c. learning new software programs or packages
- d. Nursing Department
 - 1) arranging clinical assignments
 - 2) managing nursing lab
- e. managing science labs
- f. mentoring part-time instructors
- g. computer maintenance (hardware or software)
- h. recruiting
- i. program coordination
- j. chairing programs, as long as this remains a non-administrative position
- k. chairing special projects (such as North Central or assessment)
- l. other assignments as agreed upon by the faculty member and respective Dean

The tasks of developing new courses (including web based courses) and academic programs shall be offered to all full-time faculty and non-teaching faculty with expertise in the relevant discipline(s) before being offered to adjunct faculty or others outside the bargaining unit.

- 2. For guidelines on development of online courses, see Appendix D and the Basic Course Rubric. The Distance Learning committee will further develop the rubric and review the pay structure for online courses. Faculty will be paid for development of online courses once the course development has been approved and expectations of online courses have been fulfilled. Compensation shall be based upon the number of credit hours as follows until committee recommendations are approved. One credit hour course - \$1000; two credit hour course - \$1300; three credit hour course - \$1600; four credit hour course - \$1900; five credit hour course - \$2200. Payment is made within 30 days of completion upon dean's recommendation.
- 3. Preceptorship: For student work experience assignments with related duties, a faculty member shall receive 0.4 credit hours and 0.7 contact hours per student. One credit and one contact hour shall be awarded per lecture hour. Fractions of credit and contact hours shall be rounded to the nearest whole number. Compensation will be calculated based upon the largest group assigned to the faculty member at any one time during the semester.
- 4. Internship: For student work experience assignments with related duties, a faculty member shall receive 0.2 credit hours and 0.3 contact hours per student. One credit and one contact hour shall be awarded per lecture hour. Fractions of credit and contact hours shall be rounded to the nearest whole number. All internship students assigned to a given faculty member will be counted together when calculating appropriate compensation.
- 5. Practicum: ECD practicum would be paid according to the past practice in accordance

with this article. Human Services practicum will be paid as normal for one class (6 credit + 18 contact hours), according to the present master course file. When development of a second class becomes necessary, payment will be made as follows: 2 contact hours plus 1 contact hour per student.

6. Each student in an independent study course will be the equivalent of one credit hour and one contact hour of classroom instruction. Independent study will not be required as part of the regular faculty workload, except as stated in C5e. Additional compensation will be paid for independent study only when the faculty member's workload exceeds the full-time instructional load. Rate of pay shall be \$75 per credit hour or \$55 per contact hour per student, whichever is greater, paid in equal payments which will begin after the 14 day count of the semester for which the student is registered. A faculty member will be paid for independent study of any student enrolled through the fourteenth instructional day of the semester if the faculty member verifies that he/she has worked with the student during the first 14 days, regardless of the student's completion.
7. Unit members who substitute shall be paid at their applicable per diem rate, or may substitute office hours as mutually agreed upon by the faculty member and the respective Dean. Substitutes may be employed for planned and/or extended absences at the request of the faculty member. Emergency absences should be communicated to the Dean or Department Chair, who will attempt to find qualified substitutes.
8. Faculty employed under 173-day contracts may agree to perform duties outside the normal 9-month limitation. In that event, the time will be paid at their applicable per diem rate.

E. Overload Compensation

1. A full-time instructor may accept courses that exceed the full standard load of 15 credit hours or 19 contact hours. All hours in excess of the 15 credit/19 contact hour maximum will be paid at a rate \$950.00/credit,\$749.00/contact for the period of August 16, 2011 to August 15, 2013; and \$900.00 credit/\$709.00 contact for the period of August 16, 2013 to August 15, 2014. The maximum for these overload hours will be 15 credit/19 contact hours per fall or spring semester.
2. If a full-time instructor is absent, and uses sick leave or some other approved compensated leave, on a day when an overload class is scheduled, there will be no deduction from the overload compensation.
3. Overload compensation will begin no later than the second pay period of the term and continue semi-monthly with the last pay occurring the next pay after the close of the term.

F. Summer Semester Partial Load for 9 Month Faculty

1. Faculty members who choose to teach during the summer semester shall be paid at a rate of \$950.00/credit,\$749.00/contact for the period of August 16, 2011 to August 15, 2013; and \$900.00 credit/\$709.00 contact for the period of August 16, 2013 to August 15, 2014.
2. The maximum load to be taught in the summer are 18 credit hours or 22 contact hours.
3. Office hours for faculty who choose to teach during summer sessions shall total 15 minutes of posted office hours per week per credit hour. The instructor shall provide assistance as needed at times mutually convenient to the student and instructor.

G. Equipment and Lab Facilities

Credit classes shall have preference in assignments of equipment and lab facilities throughout the year. Class sizes shall not exceed the capabilities of equipment and lab facilities.

H. Bargaining Unit Work

All non-administrative professional work is the work of the bargaining unit. In addition to full-time faculty, the Board may employ part-time employees providing that the work of each part-time employee in any department, division, or other administrative unit is less than that of a full-time employee, other than in phase-out or start-up programs. When said part-time work is equal to or exceeds the work load of a full-time employee in one academic year, the Board will give priority to hiring a full-time employee as a member of the bargaining unit in the following year, pending a sufficiency of funds.

ARTICLE XII
WORK YEAR & RESPONSIBILITIES OF NON-TEACHING FACULTY AND
PROFESSIONALS

A. Work Year

Non-teaching faculty and professionals shall be employed with contracts of various lengths with a work year commencing August 16, and ending August 15.

- a. Employees under twelve (12) month contracts will consist of two hundred sixty (260) work days.
- b. Employees under eleven (11) month contracts will consist of two hundred forty (240) days with work days determined by the employee and supervisor.
- c. Employees under nine (9) month contracts will consist of one hundred seventy three (173) days with work days determined by the employee and supervisor.

Non-teaching faculty employed under contracts less than 12 months may agree to perform duties outside their contract limitation. In that event, the time will be paid at their applicable per diem rate.

B. Responsibilities

Non-teaching faculty responsibilities shall include duties assigned at the College or at other assigned sites which may be outside the regular work day. The assignment of duties and hours shall conform with the needs of the College and the changing times of the educational environment; however, the Administration will not assign a substantial new duty, or any change in hours, without negotiating with the Association for present staff members. Assigned hours beyond 6:00 pm would need to be negotiated, except for past practice. The Administration may not assign more than 7.5 hours of work per day nor more than 37.5 hours per week without granting an equivalent amount of flex time off. New hires after August 15, 2010 may not be assigned more than 8 hours of work per day nor more than 40 hours per week without granting an equivalent amount of flex time off.

Admissions Recruiter positions and new hires after August 15, 2010 responsibilities shall include duties assigned at the College or at other assigned sites which may be outside the regular work day. The assignment of duties and hours shall conform with the needs of the College and the changing times of the educational environment; however, the Administration will not assign a substantial new duty, or any change in hours, without negotiating with the Association for present staff members. Assigned hours beyond 6:00 pm would need to be negotiated, except for past practice. The Administration may not assign more than 8 hours of work per day nor more than 40 hours per week without granting an equivalent amount of flex time off.

C. Flex Time

Non-teaching faculty and professionals shall, under the direction of their immediate supervisor, be allowed to alter their work schedule to correspond with the demands of the individual positions.

D. Compensatory Time

If a non-teaching faculty or professional employee volunteers to work on a designated holiday, per request of his/her supervisor, the employee would receive their hourly rate times two (2) or double time off for those hours worked.

E. Committee Work

Non-teaching faculty and professional employees will be required to serve on no more than one (1) standing committee, and no more than two (2) sub and/or ad-hoc committees, unless the position is required by the College Governance System bylaws to serve as a permanent member of additional committees.

F. Instruction

If a non-teaching faculty or professional employee teaches a class offered during the day, he/she will be given the option to use flex time or be offered a part-time contract. A non-teaching faculty or professional employee shall not be required to teach a class without his/her consent.

G. Overload

All non-teaching faculty or professional employees teaching part-time courses outside their normal workday will be compensated based upon Article XI, Section E of this agreement as it pertains to overload compensation and placed on the overload matrix as described in Section B of Article XVIII.

H. Vacancies for Non-teaching Faculty and Professionals

When a non-teaching faculty or professional vacancy occurs, whether due to the creation of a new position or a present position that is not occupied, non-teaching faculty and professionals shall have five (5) workdays to apply for the posted position. Vacancies shall be filled with the most senior qualified applicant.

ARTICLE XIII **PERSONNEL FILES**

- A.** The personnel file on each unit member shall be maintained in the Human Resources office.
- B.** Any unit member may review and make copies of his/her personnel files during the normal business day.
- C.** Anonymous letters or materials shall not be included in the personnel file nor shall they be the basis for any adverse actions taken against any unit member. An employee may request to delete any material from the personnel file in the Human Resources office that is alleged to be inaccurate, irrelevant, untimely and incomplete.
- D.** Student evaluations administered by the College shall not be considered anonymous letters or materials.
- E.** A unit member will be sent a copy of any item that is to be either added or deleted from his/her personnel file, and shall have the opportunity to acknowledge by signature in the file the addition or deletion of same. The signature only acknowledges receipt of the document, not agreement with its content.
- F.** The unit member shall have the opportunity to reply to any appraisal material in a written statement to be entered and kept in the personnel file. Materials relating to an investigation or a disciplinary action will be presented to the employee as a package for their initials, indicating their awareness of the document, prior to their placement in the employee's

personnel file.

- G.** The unit member's personnel file is confidential and access is restricted to the unit member, persons acting on behalf of the Board of Trustees, federal and state agencies that have authority to examine the files, Accreditation/Certification Agencies, or where access is required by court order. Student workers will not have access to, and will not perform work involving personnel files. Access by the public will be governed by the Ohio Public Records Act. The Human Resources Department will notify any employee, when his/her file is being accessed by the public, prior to submission of that file to the public.
- H.** Materials resulting from investigation and/or discipline for offenses covered under Article IX B1, or as required by law may not be removed from an employee's personnel file.
- I.** Nothing in this Personnel Files Article shall be construed as limiting any statutory rights that the unit member may have regarding his/her personnel files. Disputes over accuracy, relevancy, timeliness and completeness of information in a personnel file will be resolved by using the grievance procedure.

ARTICLE XIV **SICK LEAVE**

The Family and Medical Leave Act of 1993 (FMLA) applies to all eligible staff. In summary, FMLA requires that an "eligible" employee must be granted in total up to twelve weeks of unpaid leave during any twelve-month period for any of the following approved FMLA reasons, such as, but not limited to:

1. The birth or adoption of a child or the foster care placement of a child. FMLA leave must be concluded within twelve months of the birth, adoption or placement of the child;
2. To care for the employee's spouse, child or parent who has a serious health condition;
3. A serious health condition of the employee that makes the employee unable to perform the functions of the employee's job.

The FMLA does not supersede sections in this agreement that provides greater family or medical leave rights than the rights established under FMLA. Conversely, FMLA provides that the rights established for employees under FMLA cannot be diminished by any policy or agreement.

The leave granted under FMLA generally is a lesser benefit than that available under this collective bargaining agreement. Because this agreement meets or exceeds FMLA requirements, some types of NSCC leave run concurrently with FMLA leave. Those types of leave include: Sick Leave, Maternity/Paternity Leave, some types of Personal Leave, and Unpaid Leave of Absence as covered by FMLA law. This language will also apply to Article XV and Article XVII of this agreement.

Additional information, including forms, procedures, and booklets can be obtained by contacting the Human Resources Department.

A. Sick Leave

1. While under contract, sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the faculty member's immediate family. Nine month faculty on a summer contract are allowed up to two (2) days (12.4 hours) of sick leave during the summer session.
2. Each employee shall be entitled to accrue up to fifteen (15) days sick leave with pay for each year under contract accrued at the rate of one and one-fourth (1.25) days for each calendar month under contract up to a maximum of three hundred (300) days. Unused personal leave hours will be added to this sick leave bank each year.
3. The employee will complete the appropriate form to be approved by his/her immediate supervisor and/or acknowledged by the appropriate department head. The signed form must state that the absence was caused by illness or other cause set forth in Section A(1).
4. Each employee under regular, full-time contract but absent on paid sick leave will continue to accumulate sick leave at the rate of one and one-fourth (1.25) days per month.
5. Sick leave may be taken in units as small as one-half (.5) hour rounded to the nearest one-half (.5) hour. Sick leave is earned at rates equivalent to 1.25 days per month under contract, equivalent obligation hours per month for teaching faculty or 9.375 obligation hours for non-teaching faculty or 10 obligation hours for the professionals. Sick leave accumulation will be posted on the employee's "myNSCC" webpage.

Instructional time missed will be deducted on an hour per hour basis. Any faculty member absent an entire week will have sick leave deducted at a 31-hour rate. Any hours missed for overload or supplemental contracts would be additional to the 31 on an hour by hour basis. Sick leave will not be deducted for distance learning courses unless instructional time is missed. Sick leave for daily absences will be deducted according to the hours on the door schedule plus other scheduled time commitments to the College as indicated on the leave form. Up to two hours of office time per absence can be rescheduled within one week but these hours must be between 8:00 am and 8:00 pm on Monday through Thursday or on Friday if Friday is a part of their normal work week. Portions of non-instructional time missed will be deducted on an hour for hour basis. Absences of other non-instructional days would be deducted on an hour for hour basis.

Non-teaching faculty and professional specialists will be deducted at 37.5/ 40 hours per week or 7.5/8 hours per day, whichever applies. Any hours missed for overload, part-time, or supplemental contracts would be additional to the 37.5/40 hours per week or 7.5/8 hours per day on an hour by hour basis. Sick leave will not be deducted for distance learning courses unless instructional time is missed.

6. A certificate stating the general nature of the illness and fitness to return to duty may be required in case of frequent absences or absences of three consecutive days or more. When required, this certificate will be attached to the sick leave form, and remain on file with it. Absences may be considered frequent whenever the sick leave usage rate exceeds 50 percent of the accumulation rate for the year.

B. Advancement of Sick Leave

1. Each new full-time employee or an employee who has exhausted his/her leave will be credited on the sixth work day after actual service begins with five days of sick leave which may be used in case any such employee is unable to work because of personal illness or death in the immediate family.
2. If any of said five days of sick leave are used, these days will be deducted from the total sick leave accumulated during the year of service as provided in these regulations. If an employee uses all or part of said five days of sick leave credit and terminates employment before such sick leave has actually accrued, the employee shall reimburse the Board for sick leave used but not earned at the per diem rate of the employee.

C. Sick Leave Transfer

1. An employee who has accumulated unused sick leave in any public agency in the State of Ohio shall be credited with the unused sick leave balance upon receipt of an official sick leave certificate from the employee's most recent public employing agency, providing that such employment takes place within ten years of the date on which the employee was last terminated from public service. A person transferring from any Ohio public agency to the College shall be credited with the unused balance of accumulated sick leave up to the maximum of sick leave accumulation permitted by the College.
2. The responsibility for the transfer of unused sick leave shall rest with the incoming employee.

D. Immediate Family

1. Immediate family is designated as husband, wife, child, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, step-mother, step-father, step-sister, step-brother, half-sister, half-brother, daughter-in-law, son-in-law, grandchild or anyone who has held the position of parent or child or is a permanent member of the employee's home.
2. Employees may use up to five (5) days of sick leave for each illness, injury or death in the immediate family, with additional days approved by the immediate supervisor or designated representative.
3. Unit members shall be permitted to use sick leave for bereavement for an uncle, aunt, nephew, niece, cousin, brother-in-law, sister-in-law, or any relative, close personal

friend, or neighbor. Up to three (3) days per occurrence, will be allowed, if such things as travel time are needed. Additional days may be approved by the supervisor or designated administrator.

E. Calamity Days

Unit members absent for purposes of sick leave when the College is closed due to calamity will not be charged for any hours missed during periods when the College was not actually in session.

ARTICLE XV
PERSONAL LEAVE OF ABSENCE

A. Absences with pay will be authorized for all unit members who are full-time employees, up to at least 20 hours of unrestricted personal leave per year for teaching faculty, and 22.5/24 hours for non-teaching faculty and professional specialists not to be deducted from sick leave. They cannot be taken immediately before or after vacation days, holidays, or any day of the first or last class meeting, based upon the student calendar, unless prior approval has been obtained from the Vice President for Academics

1. Personal leave may be taken in units as small as one-half (.5) hour rounded to the nearest one-half hour. Personal leave will be calculated and deducted in the same manner as sick leave (Article XIV, Section A5).
2. New employees starting during the contract year will receive personal days on a pro-rata basis by multiplying the portion of year to be worked by the 20/22.5/24 hour allowance as described in paragraph A of this article.

B. Notification for personal leave shall be made to the department head at least two (2) days prior to such leave, except in case of an emergency.

C. Any exception to the above may be approved by the President.

D. All unused personal days per year will be rolled over into accumulated sick leave at the end of each contract year.

E. Non-teaching faculty and professional specialists will be deducted at 7.5/8 hours for any full day of personal leave taken, whichever applies.

ARTICLE XVI
OTHER PAID LEAVES

A. Jury Duty

Unit members will receive their regular pay while serving as jurors, or acting as witnesses in court in actions not initiated by themselves and when they are required by law to appear. Any

compensation paid to the unit member by the legal system for such services will be returned to the College. The unit member is required to present proof of required service before payment by the College is made.

B. Military Leave

All unit members who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of armed forces of the United States are entitled to leave of absence from their respective duties and pay for the difference between their regular salary and their military service pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any one calendar year.

C. Professional Leave

1. Absence with pay will be allowed for professional meetings or field trips involving school business which the appropriate administrative officer approved. Approval is required in advance and the appropriate form must be submitted to the department head for initial approval.
2. Professional leave of absence requiring travel outside the United States must have advance approval of the Board of Trustees.

ARTICLE XVII **UNPAID LEAVES OF ABSENCE**

A. Leave of Absence - General Provision

A leave of absence in this Article is any authorized absence without pay. Seniority shall not accrue during such unpaid leave of absence, and a unit member will not accumulate vacation, sick leave or holiday time during the leave of absence period. The leave of absence shall be without any benefits, except that the employee may assume and pay benefit premiums for all group insurance plans that are subject to COBRA requirements, by remitting 102 percent of the premium to the College. Such remittance will not be required more than two weeks in advance of the payment due date for the College. Benefits accrued by an employee prior to the effective date of the leave shall be granted upon the employee's return.

1. A leave of up to a full academic year means leave through the last academic semester expiring within one calendar year of the leave's commencement date.
2. All requests for leaves of absence must be submitted in writing to the President through the employee's immediate supervisor.
3. a. For Teaching Faculty, a written notice of return to active duty must be submitted to the immediate supervisor not less than (30) days preceding the start of the semester in which the member will return. The date of return must

be within the first (1st) two (2) weeks of the semester.

- b. For Non-teaching Faculty and professional specialists, a written notice of return to active duty must be submitted to the immediate supervisor not less than thirty (30) days prior to the member's return.

B. Disability Leave

1. Unit member shall be eligible to request a leave of absence of up to two (2) full years for a personal illness or injury. The request must be supported by medical evidence satisfactory to the College, and approved in writing by the Board of Trustees.
2. Return from leave requires presentation of a doctor's certificate certifying said individual has recovered from the illness or injury and is able to perform the duties required of employment. The College, at its cost, may require verification of fitness to return by a physician of its choice as a condition of re-employment.
3. Upon return to employment the same contract status attained prior to the leave of absence will be retained unless the contract is affected by a reduction in force.

C. Maternity/Paternity Leave

1. Request for leave of absence for the care of a newborn infant or newly adopted pre-school-aged child shall be granted up to a maximum of one full academic year to an employee. Such request must be submitted to the immediate supervisor at least eight (8) weeks prior to the beginning of such leave except in emergency circumstances.
2. Upon timely written notice and at the expiration of such leave, the employee shall be returned to duty in the same position vacated, unless the position itself has been substantially changed, suspended or eliminated, in which case the College will reassign the affected employee to a position closely matching that prior to the leave.
3. Upon return to employment the same contract status attained prior to the leave of absence will be retained unless the contract is affected by a reduction in force.

D. Pursuit of Full-time Academic Training Directly Related to Area of Employment

1. A unit member may request a leave of absence for full-time academic training for up to two (2) full years. Such request shall be accompanied by a specific written plan for pursuit of the academic training.
2. Individuals submitting such a request must have completed a minimum of three (3) consecutive years of successful employment at the College.
3. Such leave must be approved by the President and Board of Trustees.

4. Upon return to employment, the same contract status attained prior to the leave of absence will be retained unless the contract is affected by a reduction in force, and provided the terms of leave have been fulfilled by the individual and written proof of said fulfillment is submitted to the President.
5. The immediate supervisor shall inform the applicant, in writing, as to the final decision regarding the request at the earliest possible date, but with timely receipt of such application, not later than sixty days prior to the start of the next semester.

E. Pursuit of Full-time Employment Directly Related to Area of Employment

1. Leave may be requested for up to one full academic year for pursuit of full-time employment directly related to the employee's area of employment at the College. The number of employment leaves granted shall be limited to one per department per year.
2. Leaves shall be granted on a first come, first served basis. Requests shall be directed to the immediate supervisor.
3. Self-employment may be authorized if it is related to the area of instruction and there is evidence that such employment will assist the individual in the instructional aspects of his/her instructional assignments.
4. The Administration, after having received a recommendation from the immediate supervisor to which the unit member making the request is assigned, must approve the request prior to approval by the Board of Trustees.
5. Applications for such leave shall be submitted prior to June 1, annually with a detailed letter describing the type of work, place of employment, and reasons why it will be of benefit to the applicant in his/her instructional assignments. Later applications may or may not be considered.
6. The immediate supervisor shall inform the applicant, in writing, as to the final decision regarding the request at the earliest possible date, but with timely receipt of such application, not later than sixty days prior to the start of the next semester.
7. Upon return to employment, the same contract status attained prior to the leave of absence will be retained unless the contract is affected by a reduction in force, provided the terms of leave have been fulfilled by the individual and written proof of said fulfillment is submitted to the immediate supervisor.

F. Other Leaves of Absence

1. An employee may submit a written request for a leave of absence without pay for a period not to exceed one academic year for other reasons than those specified in this Article. Such request must be submitted to the immediate supervisor for recommendation to the Board of Trustees for their approval.

2. The approval of any such request shall rest within the discretion of the Board of Trustees.

ARTICLE XVIII
PROFESSIONAL SALARY

- A. All members of the bargaining unit will be placed on the appropriate step of the salary index incorporated into this Agreement as Appendix B pursuant to their years of experience and education, with the exception of those individuals “grandfathered” to negotiated index positions, during prior bargaining or grievance negotiations, as detailed in Appendix A.
- B. All appropriate full-time work experience at Northwest State Community College, as defined by the College, will be given full credit for placement on the salary index. In addition, all members of the bargaining unit will be given prior experience credit up to a limit of ten years for teaching, business, industry and military experience. This limit may be extended up to 20 years for new engineering technology faculty. Credit for placement on the salary index will be given on the basis of one year of credit for each year of acceptable work experience and/or military service. A new instructor with no experience will start at step 1. One year’s experience equates to step two, and so on, to the extent of the negotiated number of steps available for each educational level.
 1. A year of teaching experience must consist of at least one hundred twenty days (120) under a full-time instructor’s contract in any one academic year. No less than one-half year of teaching credit can be counted.
 2. All years of active service in the armed forces of the United States, as defined in ORC 3307.02, and work experience shall be given according to the following schedule:

Service Recognition		Service Recognition	
Months	Years	Months	Years
0-7+	0	64-67+	5-1/2
8-15+	1	68-75+	6
16-19+	1-1/2	76-79+	6-1/2
20-27+	2	80-87+	7
28-31+	2-1/2	88-91+	7-1/2
32-39+	3	92-99+	8
40-44+	3-1/2	100-103+	8-1/2
44-51+	4	104-111+	9
52-55+	4-1/2	112-115+	9-1/2
56-63+	5	116-123+	10

3. Instructional personnel coming to the College from business, industry, or other areas of employment will be allowed work experience credit for continuous periods of full-time employment directly related to the teaching position. One-half year will be the

smallest portion of any year allowed for purposes of salary determination.

- C.** Graduate and/or related studies will result in a change of training classification and will be paid accordingly.
1. Any employee who successfully completes additional studies which would result in a change of training classification must submit official transcripts to the Human Resources Office, and apply for the change in status utilizing the appropriate form and procedure.
 2. The new classification will become effective after official receipt of the transcript, with pay retroactive to course completion date or degree completion date.
 3. New pay status will be prorated according to the number of scheduled days remaining on the individual's current contract.

- D.** The base pay for those on a nine-month contract will be as follows:

CONTRACT YEAR	BASE PAY
2011-14	\$36,424

- E.** For the life of this contract, faculty agree to forego any wage or step increase with the exception if non-bargaining unit employees receive a raise in salary, bargaining unit members will receive the same average percentage pay increase. Market based adjustments and promotions with changes to job duties will not be considered raises in salary.
- F.** Full-time instructors may be engaged to provide instructional services for non-credit community service courses outside of their normal work day, and in addition to all other assigned duties. Instructors so engaged must be approved by the Dean responsible for the non-credit instruction, and will be paid via supplemental contract.

G. Pay Period

1. All faculty members shall be paid semi-monthly on the 15th and last day of each month for regular contracts. Pay for supplemental contracts will be divided evenly among consecutive pays over the life of the contract beginning with the first pay period following receipt of all documentation.
2. Faculty members with ten, eleven, or twelve month contracts will have their paychecks spread over twenty-four (24) pays.
3. Personnel employed on nine-month contracts will have the option of receiving their pay over nine (9) or twelve (12) months. Once selected, the pay option will remain in effect unless the business office is notified in writing at least one week prior to the first pay date of contract.

H. Method of Payment

Those employed after August 15, 2003, must have their pay received through electronic deposit.

ARTICLE XIX **NON-TEACHING FACULTY AND PROFESSIONAL SALARY**

A. Salary Levels

1. The following non-teaching faculty positions of Admissions Coordinator; Career Services Coordinator; Counseling, Testing and Student Activities Coordinator; Clinical Teaching Assistant; Distance Learning Coordinator; Industrial Training Specialist; Internal Admissions and Alumni Relations Coordinator; Nursing Lab Coordinator; Retention Coordinator, Success Center Coordinator, Transfer Coordinator and other new or reinstated qualifying positions, shall receive a salary as follows: paid at their rate as determined by the placement on the salary schedule.

Salary for non-teaching faculty with a 12-month contract will be determined by salary placement multiplied by 1.31. Non-teaching faculty hired to positions after August 15, 2010 will be determined by salary placement times a multiplier which will range from 1.25 to 1.31. The level of multiplier to be used will be determined by the Administration.

Non-teaching faculty positions on a less than 12 month contract shall receive a salary paid at their rate as determined by placement on the faculty salary schedule.

Additional days of work outside of the contracted months of employment shall be paid at their per diem rate on the salary schedule. These positions are not eligible for vacation days.

2. The 11-month non-teaching professional positions of Admissions Recruiter and other new Professional Specialist qualifying positions, shall receive a salary paid at their rate as determined on the negotiated salary schedule (Appendix B) based on the degree required for the position with a maximum 10 years of experience scale. These positions are not eligible for vacation days.
3. For the life of this contract, non-teaching faculty and professionals agree to forego any wage or step increase with the exception if non-bargaining unit employees receive a raise in salary, bargaining unit members will receive the same average percentage pay increase. Market based adjustments and promotions with changes to job duties will not be considered raises in salary.

ARTICLE XX
DEDUCTIONS FROM SALARY

- A.** The deduction which should be made from an employee's salary because of absence from duties not covered by sick leave or some other leave policy is a matter for determination by the College Administration.

- B.** In determining the per diem rate of pay deducted for an absence which is determined to be an "invalid absence" or otherwise unpaid, the deduction per day shall be as follows:
 - 1. Teaching and non-teaching faculty on standard nine-month contract – 1/173.
 - 2. Non-teaching faculty on 12 month contracts with vacation accrual – 1/260
 - 3. Professionals on 11 month contracts – 1/240

- C.** Payroll deductions for Professional staff shall include those that are mandated by law, plus the following:
 - 1. United Way (minimum, \$5.00 per pay)
 - 2. Horizon Scholarship (minimum \$1.00 per pay)
 - 3. Section 125 Plan
 - 4. Ohio State Deferred Compensation
 - 5. NSCC and Foundation Scholarships including NSCCEA Faculty Scholarship
 - 6. Other requested deductions (a minimum of 5 enrollees is required to establish a new deduction)

- D.** Tax sheltered annuity premiums, as authorized by each employee, shall be permitted as payroll deductions. The number of firms to which such payments will be made by the College shall be limited. A list of the firms in this program along with addresses shall be published annually (additional firms can be added with a minimum of five (5) enrollees).

- E.** All remittances from the above deductions/donations shall be paid on a monthly basis.

- F.** Direct deposits to ACH financial institutions including credit unions and savings bonds can be made to a maximum of nine separate direct deposits per the payroll processing system.

- G.** A list of available deductions options will be sent out annually.

ARTICLE XXI
SUPPLEMENTAL BENEFITS

A. Group Benefits

Group health insurance will be Access+1A with the spousal rule in effect. Annual Employee contributions are based on the percentage of premiums listed below:

2011- 2014 Rates

Annual Salary Range	Single	Family
>\$50,000	6%	11%
<\$50,000	5%	8%

Deductions will be based on the employee premium divided by the number of annual pays. Employees will receive a \$450 contribution to their Section 125 account on January first of each year the contract is in place. This account may be used by the employee to offset any increased out-of-pocket expenses.

1. Medical Insurance

- a. All full-time unit members with contracts for nine months or more may subscribe to the group insurance plan.
- b. The College will pay the annual premium minus the employee's contribution as listed in A above, for coverage under the A+ 1A insurance program.
- c. New eligible unit members should subscribe at the time of their employment. Open enrollment periods will be set by the Northern Buckeye Education Council. Those who do not subscribe when first eligible must complete a medical history questionnaire for each person who desires coverage. The carrier has the right to reject any of these applications.

2. Dental Insurance

- a. All full-time unit members with contracts for nine months or more may subscribe for dental insurance with orthodontia coverage.
- b. The College will pay the total cost of the premium for a single or family plan for all full-time unit member contracts.
- c. New eligible unit members should subscribe at the time of their employment. Those who reject this coverage or voluntarily terminate it while still employed, and then desire to re-enroll, will be subject to reduced benefits. During the 12 months immediately following such late enrollment, the benefits shall be 50% of those

otherwise payable under the plan. Only after 12 months of continuous coverage under the plan will the benefits revert to 100% of those payable under the plan.

3. Vision Care Insurance

- a. All full-time unit members with contracts for nine months or more may subscribe for vision care insurance.
- b. The College will pay the total cost of the premium for a single or family plan for all full-time unit members.
- c. New eligible unit members should subscribe at the time of their employment. There is no carrier specified open enrollment period. Employees may add vision coverage after employment, at the option of the College, at the beginning of a month, but insurance may not be dropped and then re-added without good cause.

4. Coverage

An abbreviated summary of the Access Plus 1A plan is explained in Appendix C. Copies of the Plan Document will be provided to any employee upon request.

5. Life Insurance

The College will pay the premium for a \$50,000 policy for each unit member or an amount equal to their salary notice, rounded to the next \$1,000 increment, whichever is greater.

B. Pick-up of Faculty Contributions to STRS/SERS

1. All full-time unit members are required to become members of: (a) the State Teachers Retirement System (or, where applicable, the State Employees Retirement System) in accordance with the Ohio Revised Code; or (b) those members who qualify for the alternative defined-contribution retirement plan, provided under House Bill 586 as of May 1997, may chose that option in place of STRS or SERS.
2. In addition to the total annual salary and salary per pay period which is otherwise payable to each unit member, the College will assume and pay to STRS or SERS on behalf of each such current unit member during this Agreement five percent (5%) of each such unit member's total annual salary or salary per pay period as a "pick-up" of a portion of the STRS or SERS unit member's contribution otherwise payable by such unit member. Employees hired as of 12/07/2007 will receive the employer portion only and are not eligible to receive the additional 5%. For purposes of determining the total required contributions to STRS, such unit member's "earned compensation" (as referred to in Ohio Revised Code 3307.51) and "earnable compensation" (as referred to in Ohio Revised Code 3307.53) shall include both the salary otherwise payable and the pick-up. For purposes of determining the total required contribution to SERS,

where applicable, such unit member's "compensation" (as referred to in Ohio Revised Code 3309.47) and "earnable compensation" (as referred to in Ohio Revised Code 3309.49) shall include both the salary otherwise payable and the pick-up. The College shall assume and pay the full amount of the unit member's contribution due to STRS or SERS on the pick-up, which amount shall not be included in "earned compensation" or "earnable compensation."

3. The pick-up shall not be included in the unit member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any similar purpose.
4. Any pick-up by the College of a unit member's contribution to STRS or SERS shall be mandatory for all unit members. No unit member shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the College to STRS or SERS.
5. The College shall fulfill its income tax reporting and withholding responsibilities for each unit member in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the College's understanding that federal and Ohio income tax laws and regulations presently require it to report as a unit member's gross income his total annual salary excluding the amount of the pick-up.
6. The College will designate the employee's remaining mandatory contribution of 5.0% to the State Teachers Retirement System and 5.0% to the School Employees Retirement System of Ohio as "picked up" (tax deferred) by the College (as defined by Internal Revenue Service Code Section 414 (h) (2) and IRS Ruling 77-464 and 81-361. This would be considered a salary reduction. The contribution would continue to be paid by the employee (as permitted by Attorney General Opinion 82-097). This will become effective on the first day of the month following the Board of Trustee's action to implement the program.

C. Fringe Benefits and Pay Options Upon the Resignation of Instructors on Nine Month Contracts

1. Full-time instructional personnel, tending their resignation effective at the close of the academic year, or after the faculty academic year closes and prior to the beginning of the next academic year, and who have fulfilled the full contract and who are not enrolled in a similar fringe benefit plan with another employer, are eligible for the College payment of the College's share of the cost of fringe benefits as defined in paragraph (C) (4) through August 15 of the contract year, or through the end of the next succeeding full term after the conclusion of the regular contract, for those employed for contractual periods other than the normal academic year (August through May).
2. Full-time instructional personnel tendering their resignation effective prior to the end of the faculty academic year and who have not fulfilled their contract shall not be

entitled to College payment for fringe benefit beyond the month in which the resignation is effective.

3. Board paid insurance benefits shall cease immediately upon the eligibility of any former employee for unemployment benefits.
4. “Fringe benefits” for the purpose of this policy consist of the following: group health insurance benefits (single and family), including dental and vision, provided in this Article.
5. All persons who are “qualifying beneficiaries” as defined in the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), are eligible for the continuation of such benefits, after a “qualifying event” by payment of the costs of such benefits, at a rate not to exceed 102% of the cost of the benefits to the College. It is the intent of the College to fully comply with the COBRA provisions, and it is believed that a qualifying event would occur in most cases of employee separation, except in cases involving the employee’s gross misconduct. The length of time over which such continuation is to be provided is as provided by law, normally at least eighteen (18) months after termination of employment.

D. Waiver of Instructional Fees

1. Unit Members

- a. The instructional fee, general fee, and out-of-state tuition surcharge for all courses taken for credit within the College, excluding independent studies, will be waived. All other fees will be paid by the employee.
- b. Non-credit community service course instructional fee will be waived up to the equivalent cost of six credit hours per semester. These classes must have a sustainable enrollment of non-employees.
- c. If a person is no longer employed by the College, except in retirement, when a fee waiver is being used by that person, he/she will be responsible for the remainder of the instructional fee, general fee, and out-of-state surcharge on a prorated basis.
- d. The instructional fee, general fee, and out-of-state tuition surcharge for all courses taken for credit within the College will be waived for retired NSCC bargaining unit members. All other fees will be paid by the retiree.

2. Dependents of Full-time Employee Members and Retirees

- a. The instructional fee, general fee, and out-of-state tuition surcharge will be waived for all credit and non-credit courses taken by unmarried dependents (as defined by the Internal Revenue Service) and/or spouse of a full-time employee

or retiree. All other fees, such as laboratory, supplies, and textbooks, etc. and excess cost over the current tuition that is not eligible for subsidy will be paid by the employee. In case of death of a full-time employee who has completed five consecutive years of successful employment at the College, the waiver of instructional fee and out-of-state tuition surcharge shall continue for the surviving spouse, as long as he/she has not remarried and for any unmarried dependent children (as defined by the Internal Revenue Service).

- b. If an employee is no longer employed by the College when a fee waiver is being used by that person, spouse, or dependent, he/she will be responsible for the cost of the instructional fee and out-of-state tuition surcharge on a prorated basis.
- c. If a dependent child or spouse loses dependency status, and a fee waiver is in effect for that dependent or spouse, the employee is responsible for the cost of the instructional fee, general fee, and out-of-state tuition surcharge on a prorated basis.

3. Procedure for Obtaining the Instructional Fee Waiver

- a. Obtain and complete a fee waiver form prior to each semester. Copies of the form are available in the Human Resources office and copy center.
- b. Submit the completed form to the related division head or Dean for his/her approval. The forms are then routed through remaining required approvals.
- c. The employee, spouse, and/or dependent shall register for class the same as any other student and is considered registered only when all additional fees are paid.

E. Graduation, Caps, Gowns, Hoods

Graduation caps, gowns and hoods will be provided by the College for all attending unit members for graduation ceremonies at no cost to the employee.

F. Parking

The board shall provide free parking for unit members.

ARTICLE XXII **RETIREMENT INCENTIVE**

Unit members who retire from NSCC and who are qualified for and receive service retirement benefits from STRS or SERS will be eligible for a service retirement recognition stipend by meeting these three criteria:

- A. 1. Must have worked full-time at NSCC for a minimum of ten years.
- 2. Must give NSCC a written notice of intention to retire by October 15 to retire after the Fall term (approximately 60 days). Those retiring at the end of the Spring term must give notification by the last day of February (approximately 77 days). Notice is irrevocable 30 days after submission, unless recommended by the President.
- 3. Full-time faculty must select an effective retirement date which is outside an academic term.

Those who meet the above requirements would receive stipends based on the schedule below:

B. Those who retire at;

- 1. any age with 30 years of service credit and no more than 30 years of service credit (See A.1. requirement)
- 2. age 55 or older and with 25 but less than 30 years of service credit (See A.1. requirement)
- 3. at least five years of service credit for a pension at 60 or later (See A.1. requirement) will receive a \$6,500 service retirement recognition stipend.

Those who retire at:

- C. 1. any age with 31 - 32 years of service credit will receive a \$3,000 service retirement recognition stipend. (See A.1. requirement)

Those who retire at

- D. 1. any age with 33 - 35 years of service credit will receive a \$1,000 service retirement recognition stipend. (See A.1. requirement)

The stipend will be paid within two weeks after the employee presents evidence of having received his or her first retirement check from STRS or SERS and provides proof of service credit.

ARTICLE XXIII
SEVERANCE PAY

Current Language

Upon normal retirement or disability retirement under either STRS or SERS, the Board will provide severance pay in the amount of \$400 for each year worked at the College, or twenty-five percent (25%) of all accumulated but unused sick leave to a maximum of forty-five (45) days at the per diem rate in effect at the time of severance. Either the \$400 per year worked or 25% of accumulated sick leave to forty-five (45) days maximum, will apply, whichever results in the greater amount. Employees who retire during the life of this agreement will receive an extra \$1,000.00 to be added

to their severance pay.

Death of an employee while under contract of employment with the employer shall also establish eligibility for severance pay.

Effective 8/16/2011 to 8/15/2012

Employees who retire effective prior to August 16, 2012 and who notify the administration of their intent to retire by May 1, 2012 will receive up to a maximum of sixty (60) days at the per diem rate in effect at the time of severance. This will only be in effect during the first year of this contract signing (signing date – August 15, 2012).

**ARTICLE XXIV
SUBCONTRACTING**

There will be no subcontracting, subletting, or assignment of bargaining unit work to other employees outside the bargaining unit, to vendors, or to any other provider. This does not preclude the hiring of part-time instructors subject to limitations elsewhere noted in Article XI, H.

**ARTICLE XXV
TRAVEL**

- A.** Unit members using personal vehicles to travel to an off campus site for regular instructional or clinical assignments or other College-related activities, when College vehicles are not available, shall be reimbursed for those miles that are in excess of the round trip mileage from their residence to the main campus.
- B.** Bargaining unit members shall be provided travel allowances and benefits at least equal to those provided in Board policy currently in effect and shall receive any improvements in allowances and benefits provided by any changes in current Board policy.

ARTICLE XXVI
HOLIDAYS FOR EMPLOYEES

A. All full-time teaching faculty, non-teaching faculty, and professional employees with contracts for nine (9), eleven (11), and twelve (12) months shall be paid their regular rate of pay for holidays as established in the following table:

Holiday	Nine month	Eleven month	Twelve month
Labor Day	Holiday	Holiday	Holiday
Thanksgiving Day		Holiday	Holiday
Friday after Thanksgiving Day		Holiday	Holiday
Day before Christmas Day		Holiday	Holiday
Christmas Day		Holiday	Holiday
Day before New Year's Day		Holiday	Holiday
New Year's Day		Holiday	Holiday
Martin Luther King Day	Holiday	Holiday	Holiday
Memorial Day		Holiday	Holiday
Independence Day	*	Holiday	Holiday

*Holiday for nine month employees teaching summer semester

- B.** Four end of calendar year special days will be designated each academic year such that there will be a continuous block of time off from Christmas through New Year's Day. These days will be treated as holidays.
- C.** January 2, 2012, will be considered a normal work day and all employees will receive a floating holiday to be used during the respective calendar year. All 12 month employees who work a full day on January 2, 2012 will be eligible to cash in one week of vacation, which will be paid on January 15, provided they have used two (2) weeks of vacation during the previous calendar year. Additionally, one Holiday between Christmas and New Years may be scheduled by the Administration as a normal workday for purposes of processing student needs for the upcoming semester. Employees who volunteer to work on that day will receive a floating Holiday to be utilized in the following calendar year. The administration will be exempt from the pay requirements of Article XII, Section D for employees volunteering for that day.
- D.** In the event that any of the aforesaid holidays should fall on Saturday, the Friday immediately preceding shall be observed as a holiday; if the holiday falls on Sunday, the College may designate either the preceding Friday or the succeeding Monday to be observed as the holiday.
- E.** In the event any of the aforesaid holidays fall during a full-time employee's scheduled vacation, the time will not be charged against vacation leave.

**2011-2012
DECEMBER**

SUN	MON	TUES	WED	THURS	FRI	SAT
18	19	20	21	22	23	24
				Special Christmas Eve		
25	26 Christmas Day	27 Special	28 Special	29 Special	30 New Years Eve	31
1	2	3	4			

January 2, 2012 will be considered a normal work day and all employees will receive a floating Holiday to be used during the 2012 calendar year. All employees who work a full day on January 2, 2012 will be eligible to cash in one week of earned vacation, which will be paid on January 15, provided that they have used 2 weeks of vacation during the previous calendar year.

**2012-2013
DECEMBER**

SUN	MON	TUES	WED	THURS	FRI	SAT
23	24 Christmas Eve	25 Christmas Day	26 Special	27 Special	28 Special	29
30	31 New Years Eve	1 New Years Day	2 Special			

**2013-2014
DECEMBER**

SUN	MON	TUES	WED	THURS	FRI	SAT
22	23 Special	24 Christmas Eve	26 Christmas Day	27 Special	28 Special	29
30	31 New Years Eve	1 New Years Day	2 Special			

ARTICLE XXVII
VACATION FOR TWELVE MONTH INSTRUCTIONAL
AND NON-TEACHING FACULTY

A. Amount of Vacation

1. Full-time twelve (12) month instructors and non-teaching faculty will be given four weeks (twenty days) time off annually for vacation.
2. Vacation time will accrue monthly on a pro rata basis.
3. Effective with the approval of this agreement, no prior service with any public agency will be computed for the purpose of determining the rate of accrual of vacation time for new employees.

B. Scheduling of Vacation

1. Vacation may not be advanced. It may be taken only after it is earned.
2. Vacation may be accrued to a maximum allowed of two and one-half years through December 31. Upon December 31 of each year, an accrual over the maximum allowed for two years will be forfeited.
3. Upon termination of employment, payment will be made at the current per diem rate for all accrued and unused vacation up to the maximum allowed for two years service.
4. In case of death, accrued and unused vacation time up to the maximum allowed for two years of service shall be paid to the employee's estate in accordance with Section 2113.04 of the O.R.C. Code.
5. Vacations require the proper approval of the employee's immediate supervisor
6. In the event any paid legal holiday falls during the employee's scheduled vacation, said day shall not be charged as a vacation day or deducted from the employee's vacation balance.
7. Banked vacation hours as discussed in Article XI do not apply to this article.

ARTICLE XXVIII
HIRING OF RETIRED BARGAINING UNIT MEMBERS

Faculty Emeritus Position If the College elects to employ individuals who have retired and are receiving benefits through STRS, SERS or other similar retirement programs, the conditions set

forth in this article shall apply to the employment of these individuals.

1. The employee will be placed on the NSCC salary schedule by the Administration based on the employee's education level at a 3-5 year level. The employee may receive an annual salary progression step for additional contracts, to a maximum of five (5) additional steps. This annual progression is not automatic and is subject to Administration and NSCC Board approval.
2. The employee will be offered a one to three year contract at the discretion of the Administration.
3. The employee will be eligible for the following benefits: sick leave as described in #5 of this article, life, dental and vision insurance, and personal leave hours. Although health insurance is currently not a benefit under this article, the Administration agrees to be in compliance with future changes in STRS or other similar retirement programs.
4. The retired teacher will teach a maximum of 30 credit hours or 38 contact hours per year whichever is reached first, and hold office hours in proportion to their teaching load. A reduction from the teaching load could result if other significant duties are assigned. These significant duties would be mutually agreed upon by the instructor and the Dean of the Division. Any excess teaching hours will be paid at the part-time rate.

Re-hired non-teaching faculty or professionals, as covered in the Agreement, will work 40 hours per week in the area of their expertise on a nine, eleven, or 12 month contract as agreed by the employee and employer.

5. The employee will earn 1.25 days of sick time per month, five (5) days of which may be used in advance if needed. A carryover of up to five (5) days will be allowed for succeeding years. The employee will not be allowed to carryover sick days from previous employment.
6. The full or part-time employee will be a member of the Northwest State Education Association bargaining unit per the negotiated contract and is entitled to all contract benefits except as noted in this article.
7. The employee will have no bumping rights during a reduction in force.
8. The employee will not be eligible for tuition reimbursement per NSCC development fund, severance benefits, or retirement incentives.
9. The College will notify the employee by June 1 if they are to be re-employed for the following year.
10. Non-teaching faculty may return to work on a part-time basis. Part-time employees will accrue sick time and personal leave on a pro-rata basis. Part-time employees are eligible for dental and vision insurance on a pro-rata basis. Part-time employees who regularly work more than five (5) hours per week are eligible for life insurance with the premium

pro-rated according to the time actually worked. Although health insurance is currently not a benefit under this article, the Administration agrees to be in compliance with future changes in SERS or other similar retirement programs.

ARTICLE XXIX
WAIVER OF NEGOTIATIONS

The Board and Association acknowledge that during negotiations resulting in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and Association shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter or subject is specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time the negotiations were being conducted or at the time the party signed this Agreement, except as follows:

1. Pursuant to the Article on Conflict with Regulations.
2. Pursuant to any statutory right to request bargaining over effects of changes in terms and conditions of employment not covered by this Agreement.

ARTICLE XXX
CONFLICT WITH REGULATIONS

If any provision of this Agreement or any application of the provisions of this Agreement to any person or persons is found contrary to Federal or State law, regulation, ruling or order, whether now or hereinafter enacted, then such provision or application shall be inoperative but the remaining provisions hereof shall continue in full force and effect. The parties agree to meet within a reasonable period of time to discuss any decision which renders a provision or application null and void.

ARTICLE XXXI
PAST PRACTICE

Past Practice is identified as practices that have been:

1. unequivocal;
2. clearly enunciated and acted upon, and
3. readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties. (Elkouri & Elkouri, p. 439. 4th Edition).

Appendix A

Persons Having Negotiated Salary Placements
Grandfathered Per Prior Agreements to Placements Not
in Accord with Actual Education or Experience

Scheduled Placements Over Life of Contract

<u>EMPLOYEE</u>	<u>POSITION</u>	<u>col.</u>	<u>2010-11 step</u>
G. Kadesh	faculty	B+15	31

All employees listed in Appendix A shall fall under the following provisions:

1. The step placement shall increase annually.
2. The column placement shall remain the same.
3. When the employee attains the degree and hours that are specified in the column they shall be removed from this “special schedule” and awarded their actual number of years experience (step) or maintain the number of years from the “special schedule” whichever is greater.
4. Once removed from the “special schedule” the employee will move along the master salary schedule in the same manner as all other employees.
5. Each teaching faculty member who was grandfathered into the salary matrix will focus the primary goal of the ICP toward continual updating of skills in his technical area. This ICP must be approved by the Dean in the member’s technical area. A member’s technical area is defined as the area included in the resolution accepted by the Board at the time of initial employment. If an employee is transferred to an area outside of the initial Board resolution, the ICP will be focused on their new area of responsibility.

Appendix B

6-Jul-11 2011 Worksheet
3:12 PM

Base:		\$36,424		
Name	Degree	Step	8/16/2011	8/16/2010
			Salary	
1	Altman, P.	M	25	58,580.62
2	Baumle, W	M	11	50,406.58
3	Bechtel, D.	M+15	35	66,074.22
4	Bergman, G.	PHD	33	68,126.50
5	Berres, A	PHD	8	51,985.76
6	Bloomfield, A	M ('11)	13	51,574.30
7	Brubaker, S	M	14	52,158.16
8	Carr, T	PHD	11	54,291.58
9	Chaplin, B	M	28	60,332.20
10	Copple, C.	M	18	54,493.60
11	Crist, C	B ('11)	11	47,169.08
12	Culbertson, B.	PHD	35	69,384.22
13	Dick, S.	M	28	60,332.20
14	Donaldson, P.	M	27	59,748.34
15	Doolittle	B	15	49,354.52
16	Dusseau, M. 1/10/11	M+15	7	48,707.52
17	Eichenauer, W.	M	21	56,245.18
18	Faber, M	PHD	18	58,693.60
19	Geitgey, S.	M+15	37	67,271.94
20	Hartzell, D.	M	25	58,580.62
21	Hershberger, D.	M	32	62,667.64
22	Higbie, C	M	15	52,742.02
23	Hills, T.	M	20	55,661.32
24	Hofbauer, P.	M	34	63,835.36
25	Howard, S.	M	19	55,077.46
26	Kadesch, G.	B+15	31	59,691.28
27	Kozal, A.	M	17	53,909.74
28	Light, D. - Rehired Retiree	M	3	40,870.20
29	McCormick, J.	M+15	17	55,294.74
30	Mignin, D.	M	24	57,996.76
31	Mohring, D	B	16	49,900.88
32	Moore, C.	M+15	40	69,068.52
33	Newton, T	M+15	11	51,701.58
34	Phillips, M.	M	30	61,499.92

35	Rix, C	B	12	47,715.44
36	Robinson, C.	M+15	22	58,289.04
37	Short, K	M	31	62,083.78
38	Singer, E.	PHD	28	64,982.20
39	Speer, J. - Rehired Retiree	M	3	40,870.20
40	Stayner, M	M	18	54,493.60
41	Sullivan, J.	M	11	50,406.58
42	Tefft, G.	M+15	17	55,294.74
43	Wendt, D.	M+15	23	58,887.90
44	Wylie, K	B	8	45,165.76
	Sub-Totals		902	2,471,617.40
	Averages		21	56,173.12

1	Beach, D	ABD	12	53,610.44
2	Boose, G	M	15	69,092.05
3	Brandon, N.	M	28	79,035.18
4	Geer, C	B+15	4	49,495.00
5	Hughes, B.	M+15	17	72,436.11
6	Jacobs, M	B	8	46,520.73
7	Krochmalny, J.	B	20	68,233.08
8	Oberhaus, A.	M	15	52,742.02
9	Reynolds-Blakely, S.	M+15	12	52,300.44
10	Rickenberg, J.	M	8	63,228.15
11	VanHorn, K	M	5	30.11/hour
12	Welker-Fitzgerald, M	B	7	45,770.40
	Sub-Totals		151	652,463.60
	Averages		13	59,314.87

Extra for Degrees:	2011-2014	1,000.00	2,500.00	3,500.00	4,500.00	5,500.00	
	Base Salary ('11-14;):			36,424.00			
Experience	A	B	B+	M	M+	ABD	PHD
1	35,924.00	36,424.00	37,424.00	38,924.00	39,924.00	40,924.00	41,924.00
2	36,822.10	37,334.60	38,359.60	39,897.10	40,922.10	41,947.10	42,972.10
3	37,720.20	38,245.20	39,295.20	40,870.20	41,920.20	42,970.20	44,020.20
4	39,516.40	40,066.40	41,166.40	42,816.40	43,916.40	45,016.40	46,116.40
5	41,312.60	41,887.60	43,037.60	44,762.60	45,912.60	47,062.60	48,212.60
6	43,108.80	43,708.80	44,908.80	46,708.80	47,908.80	49,108.80	50,308.80
7	43,827.28	44,437.28	45,657.28	47,487.28	48,707.28	49,927.28	51,147.28
8	44,545.76	45,165.76	46,405.76	48,265.76	49,505.76	50,745.76	51,985.76
9	45,264.24	45,894.24	47,154.24	49,044.24	50,304.24	51,564.24	52,824.24
10	45,982.72	46,622.72	47,902.72	49,822.72	51,102.72	52,382.72	53,662.72
11	46,521.58	47,169.08	48,464.08	50,406.58	51,701.58	52,996.58	54,291.58
12	47,060.44	47,715.44	49,025.44	50,990.44	52,300.44	53,610.44	54,920.44
13	47,599.30	48,261.80	49,586.80	51,574.30	52,899.30	54,224.30	55,549.30
14	48,138.16	48,808.16	50,148.16	52,158.16	53,498.16	54,838.16	56,178.16
15	48,677.02	49,354.52	50,709.52	52,742.02	54,097.02	55,452.02	56,807.02
16	49,215.88	49,900.88	51,270.88	53,325.88	54,695.88	56,065.88	57,435.88
17	49,754.74	50,447.24	51,832.24	53,909.74	55,294.74	56,679.74	58,064.74
18	50,293.60	50,993.60	52,393.60	54,493.60	55,893.60	57,293.60	58,693.60
19	50,832.46	51,539.96	52,954.96	55,077.46	56,492.46	57,907.46	59,322.46
20	51,371.32	52,086.32	53,516.32	55,661.32	57,091.32	58,521.32	59,951.32
21	51,910.18	52,632.68	54,077.68	56,245.18	57,690.18	59,135.18	60,580.18
22	52,449.04	53,179.04	54,639.04	56,829.04	58,289.04	59,749.04	61,209.04
23	52,987.90	53,725.40	55,200.40	57,412.90	58,887.90	60,362.90	61,837.90
24	53,526.76	54,271.76	55,761.76	57,996.76	59,486.76	60,976.76	62,466.76
25	54,065.62	54,818.12	56,323.12	58,580.62	60,085.62	61,590.62	63,095.62
26	54,604.48	55,364.48	56,884.48	59,164.48	60,684.48	62,204.48	63,724.48
27	55,143.34	55,910.84	57,445.84	59,748.34	61,283.34	62,818.34	64,353.34
28	55,682.20	56,457.20	58,007.20	60,332.20	61,882.20	63,432.20	64,982.20
29	56,221.06	57,003.56	58,568.56	60,916.06	62,481.06	64,046.06	65,611.06
30	56,759.92	57,549.92	59,129.92	61,499.92	63,079.92	64,659.92	66,239.92
31	57,298.78	58,096.28	59,691.28	62,083.78	63,678.78	65,273.78	66,868.78
32	57,837.64	58,642.64	60,252.64	62,667.64	64,277.64	65,887.64	67,497.64
33	58,376.50	59,189.00	60,814.00	63,251.50	64,876.50	66,501.50	68,126.50
34	58,915.36	59,735.36	61,375.36	63,835.36	65,475.36	67,115.36	68,755.36
35	59,454.22	60,281.72	61,936.72	64,419.22	66,074.22	67,729.22	69,384.22
36	59,993.08	60,828.08	62,498.08	65,003.08	66,673.08	68,343.08	70,013.08
37	60,531.94	61,374.44	63,059.44	65,586.94	67,271.94	68,956.94	70,641.94
38	61,070.80	61,920.80	63,620.80	66,170.80	67,870.80	69,570.80	71,270.80
39	61,609.66	62,467.16	64,182.16	66,754.66	68,469.66	70,184.66	71,899.66
40	62,148.52	63,013.52	64,743.52	67,338.52	69,068.52	70,798.52	72,528.52

Base: 36,424.00 Salary Schedule 2011-2014 - per diem Faculty

Experience	A	B	B+	M	M+	ABD	PHD
1	207.65	210.54	216.32	224.99	230.77	236.55	242.34
2	212.84	215.81	221.73	230.62	236.54	242.47	248.39
3	218.04	221.07	227.14	236.24	242.31	248.38	254.45
4	228.42	231.60	237.96	247.49	253.85	260.21	266.57
5	238.80	242.12	248.77	258.74	265.39	272.04	278.69
6	249.18	252.65	259.59	269.99	276.93	283.87	290.80
7	253.34	256.86	263.91	274.49	281.54	288.60	295.65
8	257.49	261.07	268.24	278.99	286.16	293.33	300.50
9	261.64	265.28	272.57	283.49	290.78	298.06	305.34
10	265.80	269.50	276.89	287.99	295.39	302.79	310.19
11	268.91	272.65	280.14	291.37	298.85	306.34	313.82
12	272.03	275.81	283.38	294.74	302.31	309.89	317.46
13	275.14	278.97	286.63	298.12	305.78	313.44	321.09
14	278.26	282.13	289.87	301.49	309.24	316.98	324.73
15	281.37	285.29	293.12	304.87	312.70	320.53	328.36
16	284.48	288.44	296.36	308.24	316.16	324.08	332.00
17	287.60	291.60	299.61	311.62	319.62	327.63	335.63
18	290.71	294.76	302.85	314.99	323.08	331.18	339.27
19	293.83	297.92	306.10	318.37	326.55	334.73	342.90
20	296.94	301.08	309.34	321.74	330.01	338.27	346.54
21	300.06	304.24	312.59	325.12	333.47	341.82	350.17
22	303.17	307.39	315.83	328.49	336.93	345.37	353.81
23	306.29	310.55	319.08	331.87	340.39	348.92	357.44
24	309.40	313.71	322.32	335.24	343.85	352.47	361.08
25	312.52	316.87	325.57	338.62	347.32	356.02	364.71
26	315.63	320.03	328.81	341.99	350.78	359.56	368.35
27	318.75	323.18	332.06	345.37	354.24	363.11	371.98
28	321.86	326.34	335.30	348.74	357.70	366.66	375.62
29	324.98	329.50	338.55	352.12	361.16	370.21	379.25
30	328.09	332.66	341.79	355.49	364.62	373.76	382.89
31	331.21	335.82	345.04	358.87	368.09	377.31	386.52
32	334.32	338.97	348.28	362.24	371.55	380.85	390.16
33	337.44	342.13	351.53	365.62	375.01	384.40	393.79
34	340.55	345.29	354.77	368.99	378.47	387.95	397.43
35	343.67	348.45	358.02	372.37	381.93	391.50	401.06
36	346.78	351.61	361.26	375.74	385.39	395.05	404.70
37	349.90	354.77	364.51	379.12	388.86	398.60	408.33
38	353.01	357.92	367.75	382.49	392.32	402.14	411.97
39	356.13	361.08	371.00	385.87	395.78	405.69	415.60
40	359.24	364.24	374.24	389.24	399.24	409.24	419.24

Base: 36,424.00 Salary Schedule 2011-2014 - per diem Non-Teaching Faculty
with 1.31 multiplier

Experience	A	B	B+	M	M+	ABD	PHD
1	181.00	183.52	188.56	196.12	201.16	206.19	211.23
2	185.53	188.11	193.27	201.02	206.18	211.35	216.51
3	190.05	192.70	197.99	205.92	211.21	216.50	221.79
4	199.10	201.87	207.42	215.73	221.27	226.81	232.36
5	208.15	211.05	216.84	225.53	231.33	237.12	242.92
6	217.20	220.23	226.27	235.34	241.39	247.43	253.48
7	220.82	223.90	230.04	239.26	245.41	251.56	257.70
8	224.44	227.57	233.81	243.19	249.43	255.68	261.93
9	228.06	231.24	237.58	247.11	253.46	259.80	266.15
10	231.68	234.91	241.36	251.03	257.48	263.93	270.38
11	234.40	237.66	244.18	253.97	260.50	267.02	273.55
12	237.11	240.41	247.01	256.91	263.51	270.11	276.71
13	239.83	243.17	249.84	259.86	266.53	273.21	279.88
14	242.54	245.92	252.67	262.80	269.55	276.30	283.05
15	245.26	248.67	255.50	265.74	272.57	279.39	286.22
16	247.97	251.42	258.33	268.68	275.58	282.49	289.39
17	250.69	254.18	261.15	271.62	278.60	285.58	292.56
18	253.40	256.93	263.98	274.56	281.62	288.67	295.73
19	256.12	259.68	266.81	277.51	284.64	291.76	298.89
20	258.83	262.43	269.64	280.45	287.65	294.86	302.06
21	261.55	265.19	272.47	283.39	290.67	297.95	305.23
22	264.26	267.94	275.30	286.33	293.69	301.04	308.40
23	266.98	270.69	278.13	289.27	296.70	304.14	311.57
24	269.69	273.45	280.95	292.21	299.72	307.23	314.74
25	272.41	276.20	283.78	295.16	302.74	310.32	317.90
26	275.12	278.95	286.61	298.10	305.76	313.41	321.07
27	277.84	281.70	289.44	301.04	308.77	316.51	324.24
28	280.55	284.46	292.27	303.98	311.79	319.60	327.41
29	283.27	287.21	295.10	306.92	314.81	322.69	330.58
30	285.98	289.96	297.92	309.86	317.83	325.79	333.75
31	288.70	292.72	300.75	312.81	320.84	328.88	336.92
32	291.41	295.47	303.58	315.75	323.86	331.97	340.08
33	294.13	298.22	306.41	318.69	326.88	335.07	343.25
34	296.84	300.97	309.24	321.63	329.90	338.16	346.42
35	299.56	303.73	312.07	324.57	332.91	341.25	349.59
36	302.27	306.48	314.89	327.52	335.93	344.34	352.76
37	304.99	309.23	317.72	330.46	338.95	347.44	355.93
38	307.70	311.99	320.55	333.40	341.96	350.53	359.10
39	310.42	314.74	323.38	336.34	344.98	353.62	362.26
40	313.13	317.49	326.21	339.28	348.00	356.72	365.43

Base: 36,424.00 Salary Schedule 2011-2014 - per diem Non-Teaching Faculty
with 1.25 multiplier

Experience	A	B	B+	M	M+	ABD	PHD
1	172.71	175.12	179.92	187.13	191.94	196.75	201.56
2	177.03	179.49	184.42	191.81	196.74	201.67	206.60
3	181.35	183.87	188.92	196.49	201.54	206.59	211.64
4	189.98	192.63	197.92	205.85	211.14	216.43	221.71
5	198.62	201.38	206.91	215.20	220.73	226.26	231.79
6	207.25	210.14	215.91	224.56	230.33	236.10	241.87
7	210.71	213.64	219.51	228.30	234.17	240.04	245.90
8	214.16	217.14	223.10	232.05	238.01	243.97	249.93
9	217.62	220.65	226.70	235.79	241.85	247.91	253.96
10	221.07	224.15	230.30	239.53	245.69	251.84	257.99
11	223.66	226.77	233.00	242.34	248.57	254.79	261.02
12	226.25	229.40	235.70	245.15	251.44	257.74	264.04
13	228.84	232.03	238.40	247.95	254.32	260.69	267.06
14	231.43	234.65	241.10	250.76	257.20	263.65	270.09
15	234.02	237.28	243.80	253.57	260.08	266.60	273.11
16	236.61	239.91	246.49	256.37	262.96	269.55	276.13
17	239.21	242.53	249.19	259.18	265.84	272.50	279.16
18	241.80	245.16	251.89	261.99	268.72	275.45	282.18
19	244.39	247.79	254.59	264.80	271.60	278.40	285.20
20	246.98	250.42	257.29	267.60	274.48	281.35	288.23
21	249.57	253.04	259.99	270.41	277.36	284.30	291.25
22	252.16	255.67	262.69	273.22	280.24	287.26	294.27
23	254.75	258.30	265.39	276.02	283.11	290.21	297.30
24	257.34	260.92	268.09	278.83	285.99	293.16	300.32
25	259.93	263.55	270.78	281.64	288.87	296.11	303.34
26	262.52	266.18	273.48	284.44	291.75	299.06	306.37
27	265.11	268.80	276.18	287.25	294.63	302.01	309.39
28	267.70	271.43	278.88	290.06	297.51	304.96	312.41
29	270.29	274.06	281.58	292.87	300.39	307.91	315.44
30	272.88	276.68	284.28	295.67	303.27	310.87	318.46
31	275.47	279.31	286.98	298.48	306.15	313.82	321.48
32	278.07	281.94	289.68	301.29	309.03	316.77	324.51
33	280.66	284.56	292.38	304.09	311.91	319.72	327.53
34	283.25	287.19	295.07	306.90	314.79	322.67	330.55
35	285.84	289.82	297.77	309.71	317.66	325.62	333.58
36	288.43	292.44	300.47	312.51	320.54	328.57	336.60
37	291.02	295.07	303.17	315.32	323.42	331.52	339.62
38	293.61	297.70	305.87	318.13	326.30	334.48	342.65
39	296.20	300.32	308.57	320.94	329.18	337.43	345.67
40	298.79	302.95	311.27	323.74	332.06	340.38	348.69

Professional Specialist Salary Schedule

Salary formula: (faculty base + education)(faculty index)(1.03)

2011-14 Year Faculty Base = \$36,424

Year of Employment	B	B+ (Base + \$1,000)	M (Base + \$2,500)	M+ (Base + \$3,500)
1	37,516.72	38,516.72	40,091.72	41,121.72
2	38,454.64	39,510.39	41,094.01	42,149.76
3	39,392.56	40,474.05	42,096.31	43,177.81
4	41,268.39	42,401.39	44,100.89	45,233.89
5	43,144.23	44,328.73	46,105.48	47,289.98
6	45,020.06	46,256.06	48,110.06	49,346.06
7	45,770.40	47,027.00	48,911.90	50,168.50
8	46,520.73	47,797.93	49,713.73	50,990.93
9	47,271.07	48,568.87	50,515.57	51,813.37
10	48,021.40	49,339.80	51,317.40	52,635.80

Appendix C

PPO SCHEDULE OF COVERED EXPENSES AND PROVISIONS

ACCESS + PLAN

I. MEDICAL CARE BENEFITS:

COVERED EXPENSES and PROVISIONS		In-Network	Out-of-Network
Calendar Year Deductible <i>(taken before benefits are payable unless waived). Charges applied to Deductible during last three months of a Calendar Year also apply toward Deductible for the next Calendar Year.</i>		\$350/person \$700/family	\$750/person \$1,500/family
Deductible Carry-Over	Any Covered Expenses incurred during October, November and/or December which are applied to the Covered Person's Deductible will also "carry-over" to the following year's Deductible		
Out-of-Pocket Maximum per Calendar Year <i>(excludes Deductibles). After amount is reached, 100% level of benefits applies for that Calendar Year. Co-pays, penalties, expenses not covered, and amounts over Plan maximums do not apply to, and are not affected by, this provision.</i>		\$1,500/person \$3,000/family	\$3,000/person \$6,000/family
ANNUAL BENEFIT MAXIMUM (see listing in "Definitions" for clarifying details)	\$2,000,000 per person		
LIFETIME BENEFIT MAXIMUM	Unlimited		
Benefits subject to the penalty as stated per occurrence <i>(in addition to Deductible)</i> when pre-certification procedures stated in the Pre-Certification section are not followed.	TO PRE-CERTIFY, CALL THE TOLL-FREE NUMBER ON YOUR ID CARD		
Claims Filing Limit	All charges, and corresponding requested documentation, must be submitted within 15 months of the date incurred.		
Coordination of Benefits	If it is determined that this Plan is the Secondary Payer, Benefits will be adjusted and reduced (carve out). This Plan will only pay the difference of what the Plan would have paid if it was the Primary Payer.		
In-Network and Out-of-Network Deductibles and Out of Pocket Maximums are "separately tracked," such that covered expenses applied to one does not apply to the other.			

II. PRESCRIPTION DRUG BENEFIT:

COVERED EXPENSES and PROVISIONS		In-Network	Out-of-Network
<p>Prescription Drug Card Benefit (<i>up to 34-day supply through participating pharmacies</i>) <u>Deductible does not apply</u> - see pages 15-16 for covered drugs and special considerations.</p> <p>Note: <i>Maintenance drugs must be filled through Mail Order after 3 pharmacy fills</i></p>		<ul style="list-style-type: none"> Generic Drugs - \$10 co-pay per prescription or refill; then 100% Formulary Brand Name Drugs - \$20 co-pay per prescription or refill; then 100% Non Formulary Brand Name Drugs - \$30 co-pay per prescription or refill; then 100% 	
<p>Mail Order Drug Benefit (<i>up to 90-day supply through Mail Order vendor</i>) <u>Deductible does not apply</u> – see page 16</p>		<ul style="list-style-type: none"> Generic Drugs - \$20 co-pay per prescription or refill; then 100% Formulary Brand Name Drugs - \$40 co-pay per prescription or refill; then 100% Non Formulary Brand Name Drugs- \$60 co-pay per prescription or refill; then 100% 	
<p>Penalty for purchasing non-Generic when Generic Drug is Available</p>		<p>For both the Drug Card and Mail Order Drug benefit, if a Covered Person purchases a brand name medication when a generic is available, then, in addition to the brand co-pay, he must also pay the difference in price between the generic and brand medication.</p>	

III. PREVENTIVE CARE SERVICES:

COVERED EXPENSES and PROVISIONS		In-Network	Out-of-Network
<p>Preventive Care Services - (<i>must be billed with a routine diagnosis</i>).</p> <p>This plan includes coverage for physical exams, immunizations, tests, labs, x-rays, pap smears and analysis, mammograms (age 40 and older, 1 per Covered Person per Calendar Year), PSA test, bone density tests (for women age 60 and older, every 5 Calendar Years) and every 5 Calendar Years, a choice between a sigmoidoscopy or a colonoscopy (age 50 and older).</p> <p><i>This benefit also covers all services referenced within the Recommendations of the United States Preventive Service Task Force, Recommendations of the Advisory Committee On Immunization Practices (ACIP) that have been adopted by the Director of the Centers for Disease Control and Prevention and appear on the Immunization Schedules of the Centers for Disease Control and Prevention, and the Comprehensive Guidelines Supported by the Health Resources and Services Administration (HRSA).</i></p> <p>This benefit specifically does not cover executive physicals, heart scans, full body scans, CAT scans, MRIs, PET or other similar tests.</p>		<p>100% <u>Deductible</u> <u>Waived</u></p>	<p>60%</p>

IV. ACCIDENT EXPENSE BENEFIT (Outpatient):

COVERED EXPENSES and PROVISIONS		
	In-Network	Out-of-Network
Within First 72 hours of an Accident (Deductible waived)	100%	100%
After 72 hours (Facility Expenses)	80%	60%
After 72 hours (Professional Expenses)	80%	60%

V. URGENT CARE FACILITY & PHYSICIAN EXPENSES:

COVERED EXPENSES and PROVISIONS		
	In-Network	Out-of-Network
Within First 72 hours of onset (Deductible waived)	100%	100%
After 72 hours (Facility Expenses)	80%	60%
After 72 hours (Professional Expenses)	80%	60%

VI. PHYSICIAN SERVICES:

COVERED EXPENSES and PROVISIONS		
	In-Network	Out-of-Network
Office Visit Charge * Primary Care Physician is an M.D., D.O., or a Nurse Practitioner who is a general or family practitioner, obstetrician/gynecologist, internist or pediatrician who has contracted with the PPO organization.	*PCP - \$15 co-pay per visit, then 100%. <u>Deductible waived</u>	60%
	Specialist - \$30 co-pay per visit, then 100%. <u>Deductible waived</u>	60%
All Other Expenses in Office (except as stated above or under "Other Professional Services")	80%	

VII. OUTPATIENT (non-office) X-RAY/LAB AND DIAGNOSTIC TESTING EXPENSES:

COVERED EXPENSES and PROVISIONS		
	In-Network	Out-of-Network
Facility Expenses	80%	60%
Professional Expenses	80%	60%

VIII. OTHER PROFESSIONAL SERVICES:

COVERED EXPENSES and PROVISIONS		
	In-Network	Out-of-Network
Second Surgical Opinions	100% (Deductible waived)	100% (Deductible waived)
Chiropractic Treatment (maximum of 24 visits per Calendar Year)	\$15 co-pay per visit, then 100% (Deductible waived)	60%
Therapy Services (including, but not limited to, physical, occupational and speech therapy).	80%	60%
Inpatient Physician Visits (limited to one visit per Physician per day)	80%	60%
All Other Covered Professional Expenses (except as previously stated or as listed under "Emergency Room Services", or as clarified under "Additional Coverage Details.")	80%	60%

IX. HOSPITAL SERVICES AND SPECIALIZED TREATMENT FACILITIES:

COVERED EXPENSES and PROVISIONS		
	In-Network	Out-of-Network
Inpatient Hospital Facility Services limited to facility's semi-private room rate (unless private room is medically required for isolation) and all Medically Necessary services including, but not limited to, intensive care and cardiac care.	80%	60%
Outpatient Hospital Facility Services including Ambulatory Surgical Center Facility services	80%	60%
Emergency Room Care including all related expenses performed during the same visit. *Co-pay waived if admitted.	\$100 co-pay*, then 100% (Deductible waived)	\$100 co-pay*, then 100% (Deductible waived)
Birth Center Facility Services	80%	60%

VIII. OTHER PROFESSIONAL SERVICES:

COVERED EXPENSES and PROVISIONS		
	In-Network	Out-of-Network
Rehabilitation Facility	80%	60%
Skilled Nursing Facility Services (<i>Limited to a Maximum of 60 visits per Calendar Year</i>)	80%	60%

X. MISCELLANEOUS SERVICES:

COVERED EXPENSES and PROVISIONS		
	In-Network	Out-of-Network
Home Health Care (Facility Expenses)	80%	60%
Home Health Care (Professional Expenses)	80%	60%
Home Health Aide Services	50%	50%
Hospice Care (<i>Inpatient and/or Home services</i>).	80% (facility)	60% (facility)
	80% (professional)	60% (professional)
Inpatient /Outpatient Private Duty Nursing	80%	60%
Ambulance Services <i>*subject to the In-Network Deductible and Out of Pocket Maximum</i>	80%	*80%
Human Organ and Tissue Transplants (<i>see also "Additional Coverage Details"</i>)	80%	Not Applicable
Durable Medical Equipment	80%	60%
Morbid Obesity (<i>surgery or any other treatment for</i>) <i>See also "Additional Coverage Details."</i>	80%	60%
Other Covered Services/Items (<i>see "Additional Coverage Details" and "General Limitations" for possible impact or clarifications to coverage as shown at right</i>).	80%	60%- Professional 60%- Facility

XI. EXCEPTIONS TO NETWORK PROVIDER COVERAGE:

COVERED EXPENSES and PROVISIONS		
	In-Network	Out-of-Network
If professional services are received from non-network radiologist, anesthesiologist or pathologist in a network facility. <i>Note that this will normally only be paid on appeal as it may not be possible to determine that this situation applied when claims are initially received.</i>	N/A	Paid at In-Network level (subject to R&C provisions)

XI. EXCEPTIONS TO NETWORK PROVIDER COVERAGE:

COVERED EXPENSES and PROVISIONS		
	In-Network	Out-of-Network
<p>If non-network providers render services in a Medical Emergency. <i>Note that this may require an appeal as it may not be possible to determine that this situation applied when claims are initially received.</i></p>	N/A	Paid at In-Network level (subject to R&C provisions)
<p>If services are received from non-network providers by Covered Persons residing outside network service area.</p>	N/A	Paid at In-Network level (subject to R&C provisions)
<p>If Medically Necessary services are provided by a non-network provider because they are unavailable within the network <i>(only with approved network waiver).</i></p>	N/A	Paid at In-Network level (subject to R&C provisions)
<p>If services are received from non-network independent lab services when lab samples are referred by a network provider. <i>Note that this will normally only be paid on appeal as it may not be possible to determine that this situation applied when claims are initially received.</i></p>	N/A	Paid at In-Network level (subject to R&C provisions)

XII. MENTAL/NERVOUS AND SUBSTANCE USE DISORDERS:

COVERED EXPENSES and PROVISIONS		
	In-Network	Out-of-Network
<p>Inpatient Facility Services (includes “partial hospitalization” – see definition of “Inpatient”)</p>	80%	60%
<p>Outpatient Facility Services</p>	80%	60%
<p>Outpatient Psychotherapy</p>	80%	60%

ADDITIONAL COVERAGE DETAILS

See provider status and place of service in previous pages to determine level of coverage for the following services:

Abortion. Induced termination of a pregnancy for all covered females by any acceptable means.

Allergy Injections and Surveys

Ambulance transportation provided by a professional ambulance service for local land or air transportation for a Medical Emergency. A charge for this service will be considered a covered charge only if the service is to the nearest Hospital or emergency care facility where necessary treatment can be provided. Benefits are also provided for transportation from one Medical Care Facility to another, when Medically Necessary

Ambulatory Surgical Center Care

Anesthetic services when performed by a licensed anesthesiologist or certified registered nurse anesthetist in connection with a covered surgical procedure

Birthing Center Services (either freestanding or part of a Hospital)

Blood and blood derivatives that are not donated or replaced. Administration of these services is also considered an eligible expense.

Cardiac Rehabilitation as deemed Medically Necessary provided services are rendered under the supervision of a Medical Doctor and in a medical care facility.

Chemotherapy and radiation treatment. The materials and services of technicians are included.

Dental Care for Accidental Injury. Treatment of accidental Injuries to the jaw, mouth, or sound natural tooth, provided treatment is received within one year following the date of the Injury.

Diabetes Self-Management Training, Educational Services and Supplies. Covered if such expenses are certified by the Covered Person's Physician as necessary for the treatment of diabetes.

Dialysis and associated drugs and supplies used during the treatment.

Diagnostic Services and Supplies Charges for diagnostic testing such as, but not limited to: laboratory testing, basal metabolism tests, electrocardiograms, electroencephalograms, magnetic imaging, nuclear medicines, pneumo-encephalograms, ultrasounds and x-rays or similar well-established diagnostic tests generally approved by Physicians throughout the United States for the Participant's condition.

Durable Medical Equipment – Purchase or rental (up to purchase price) of such equipment which is Medically Necessary and prescribed by the attending Physician for therapeutic use of treatment of an Injury or Illness, suitable for use in the home, and exclusively for the participant. Repair/replacement which is Medically Necessary due to normal use, or growth of a child will be considered a covered expense. Routine maintenance of the equipment is **not** an eligible expense.

Foot treatment if deemed Medically Necessary for conditions, including removal of nail roots, surgical procedures or treatment of a metabolic or peripheral vascular disease. Routine foot care such as non-surgical treatment of weak, strained, flat, unstable, or unbalanced feet; metatarsalgia or bunions; corns; callouses; and toe nails is excluded.

Growth Hormone Therapy as part of a treatment program approved by the Plan Administrator.

Home Health Care

Charges for home health care will be an eligible expense when certified by a Physician to be in lieu of confinement in a Hospital or skilled nursing facility. Services include: part-time or intermittent nursing care and/or home health aide services; physical, occupational, speech or respiratory therapy, nutrition counseling under the supervision of a registered dietician; medical supplies, laboratory services, drugs, and medications prescribed by a Physician.

ADDITIONAL COVERAGE DETAILS

Hospice Care

Charges for the following Hospice care services provided in an Inpatient Hospice facility or in the patient's home will be an eligible expense as stated in the "Schedule of Covered Expenses:"

- Room and board charged by the Hospice;
- Other services and supplies;
- Part-time nursing care by, or supervised by, a registered graduate nurse (R.N.);
- Nutrition services and/or special meals;
- Respite services;
- Counseling services by a licensed social worker or a licensed counselor;
- Bereavement counseling as stated in the "Schedule of Covered Expenses" by a licensed social worker or a licensed counselor for the Employee and/or covered Dependents.

The patient must be certified by a Physician as being terminally ill with 6 months or less to live. If the Covered Person lives beyond six months, the Plan will approve additional hospice care benefits on receipt of satisfactory evidence of the continued medical necessity of the services.

Hospital

Charges by a Hospital are covered as stated in the "Schedule of Covered Medical Expenses" for:

- Room, board and general nursing care, except that charges for a private room when not prescribed as medically necessary by a Physician will be eligible up to the most common semi-private room charge of the Hospital. If the Hospital has private rooms only, the private room charge will be considered the semi-private room charge.
- Intensive care unit, cardiac care unit, neo-natal, nursery and burn unit;
- Operating, recovery and delivery rooms;
- Pre-operative and post-operative care;

Other services and supplies, on an Inpatient or Outpatient basis, including but not limited to:

- Ancillary services
- Services of an anesthesiologist, radiologist and pathologist;
- Services of a licensed registered nurse or licensed practical nurse under the direct supervision of a registered nurse;

Diagnostic tests.

Mammoplasty is covered under the following circumstances:

4. Medically Necessary reduction mammoplasties;
5. removal of a breast implant to the extent that such removal is Medically Necessary and not due to cosmetic reasons such as appearance, size, shape or comfort.
6. replacement of a breast implant to the extent that:
 - c) the charge for the removal of the breast implant is covered; and
 - d) the insertion of the initial breast implant would have been a covered expense under this Plan.

Charges for a reconstructive mammoplasty will be eligible after a medically necessary mastectomy as follows:

- for reconstruction of the breast on which the mastectomy was performed;
- for surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- for prostheses and physical complications at all stages of the mastectomy, including lymphedemas.

Medical and Special Supplies including but not limited to: surgical supplies, surgical bras, casts, splints and trusses, ostomy supplies, catheters, oxygen and other gas therapy, and its administration, allergy tests and serum, electronic heart pacemakers, mechanical medical devices implanted in a body cavity to aid the function of an internal body organ, first pair of glasses or contact lenses, but not both, needed as a result of cataract surgery, soft lenses or sclera shell intended for use in the treatment of an Illness or Injury to the eye; dressings as well as swabs and bandages (but not for home use).

ADDITIONAL COVERAGE DETAILS

Morbid Obesity (surgery or any other treatment for) only if the Covered Person is at least twice his/her ideal weight and suffers from documented separate conditions which are aggravated by morbid obesity. This must be documented by objective evidence provided by the physician who is treating the Covered Person for the condition that is aggravated by morbid obesity. **Also, it should be approved by, and coordinated through, the Case Management process.** To be considered for a surgical procedure, there must be objective evidence to indicate that physician-dietician monitored alternative methods of weight reduction have been recently undertaken but did not produce successful outcomes.

Newborn Nursery Care (routine) while the mother is confined for delivery (including circumcision)

Nutritional Counseling rendered by a licensed nutritionist (if licensing is required by the state) or registered dietician. Benefits will be limited to the following conditions:

- Diabetes
- Pre and post covered weight loss surgery
- Post cardiac surgery

Oral Surgery. Benefits are limited to the following procedures:

- Excision of tumors or cysts from the mouth
- Treatment of fractures of facial bones
- External incision and drainage of cellulitis
- Incision of accessory sinuses, salivary glands or ducts

Organ or Tissue Transplants (human organs only)

Covered Expenses include the following types of transplants under the following conditions:

- Transplantation of solid human organs (or bone marrow/stem cell transplants) and related Covered Expenses for initial and follow-up treatment provided that the condition is life threatening, the treatment follows a written protocol approved by the Plan, the patient is a suitable candidate for the transplant approved by the Plan, and that the following conditions are also met.
- Transplant services are provided at a Network Transplant Facility approved by the Plan, and all transplant related services are done by network providers.
- Organ transplant related benefits are payable only during a transplant benefit period. A transplant period is a period of time which begins five days prior to the day the Covered Person receives the covered transplant and ends twelve months after the claim for the covered transplant was incurred. A new transplant benefit period starts only when the next covered transplant occurs at least twelve months after the last covered transplant was performed. If coverage terminates, benefits will be provided for the following transplant related benefits received during a transplant benefit period which began while covered under this Plan: a) whole blood, blood processing and administration; b) private duty nursing in the Covered Person's home (must be certified at thirty day intervals as to medical necessity); c) medically necessary ambulance services; d) Outpatient prescription drugs pursuant to the approved transplant program; e) durable medical equipment prescribed by a Physician and utilized in conjunction with the approved transplant program.

Benefits are also provided for:

- Compatibility matching, preparation, acquisition, transportation and storage of human organs, bone marrow, or human tissue in conformance to the written and approved protocol.
- The transportation of the covered person, if the organ recipient, to and from the site of the transplant procedure.

Donor Expenses. Eligible medical expenses incurred by a donor who is not covered under this Plan will be considered, up to a maximum payment of \$10,000 per transplant, to the extent that such benefits are not provided under any other health plan covering the donor. Any benefits payable for a donor who is not a Participant under this Plan will apply towards the covered recipient's maximum lifetime benefit under this Plan, but if both the donor and the recipient are covered under this Plan, eligible medical expenses incurred by each person will be treated separately for each person. When the transplant recipient is not covered under this Plan, no donor coverage is available

Transplant procedures considered to be Experimental or Investigational shall not be eligible.

ADDITIONAL COVERAGE DETAILS

Orthopaedic appliances that are the original fitting, adjustment and placement of appliances such as braces, casts, splints, crutches, cervical collars, head halters, or other appliances to aid in their function when impaired. Replacement of such devices is only covered if the replacement is necessary due to a change in the physical condition of the Covered Person.

Orthotics that are the initial purchase, fitting and repair of orthotics, orthopedic or corrective shoes, and supportive appliances for the feet when determined to be Medically Necessary by the attending Physician.

Physician's Services

Charges made by a Physician for home, facility or office visits (including consultations), surgery or medical care.

Multiple Surgical Procedures/Multiple Surgeons are covered based on the following:

- For related operations or procedures performed through the same incision or in the same operative field, covered expenses shall include the surgical allowance for the highest paying procedure, plus 50% of the surgical allowance for each additional procedure (however, no benefit is payable for incidental procedures (such as an appendectomy during abdominal surgery);
- If two or more surgeons perform multiple unrelated surgical procedures, each procedure will be treated separately. If two or more surgeons perform a procedure that is normally performed by one surgeon, benefits for all surgeons will not exceed the Reasonable and Customary allowance allowed for that procedure;

For surgical assistance provided by an assistant surgeon (when Medically Necessary), Covered Expenses of the assistant surgeon are limited to 20% of the surgical allowance.

Pre-admission and pre-surgical testing in connection with a scheduled Inpatient Hospital admission or Outpatient surgical procedure.

Pregnancy – Coverage applies for all Covered Persons. Charges for pre-natal care, delivery, post-natal care and complications of pregnancy are eligible as any other medical condition.

The initial purchase, fitting and repair of fitted **Prosthetic Devices**, artificial limbs and artificial eyes, which replace body parts. Replacement of such devices is only covered if the replacement is necessary due to a change in the physical condition of the Covered Person, or, replacement is less expensive than repair of the existing device.

Skilled Nursing Facility (a.k.a. Extended Care Facility)

Room, board and floor nursing care (up to the facility's semi-private room rate for each day for room and board charges). Covered services include therapy, drugs, biologicals, supplies, appliances and equipment for use in the facility ordinarily furnished by the facility for the care and treatment of in-patients.

Sterilization procedures.(but not the reversal of such procedures)

Therapy Services including, but not limited to, radiation, chemical, physical, occupational or orthopedic therapy and cardiac rehabilitation, if prescribed by a Physician. For physical and occupational therapy, services must be designed to restore the loss or impairment of motor functions resulting from Illness or Injury. Speech therapy is covered to restore already established speech loss due to an Illness or Injury, or to correct an impairment due to congenital defect for which corrective surgery has been performed. For all therapies, coverage ends once maximum medical recovery has been achieved and further treatment is primarily for maintenance purposes.

See “Exclusions From Coverage” & “General Provisions” For Additional Coverage Details, Exclusions and Limitations

APPENDIX D

NORTHWEST STATE COMMUNITY COLLEGE

WEB-BASED COURSE DEVELOPMENT POLICY

Northwest State Community College recognizes the Internet as an opportunity to expand access to college programs and courses consistent with the College Mission. Therefore, NSCC has established a Web-Based Course Development Policy to encourage faculty to develop web-based instructional delivery.

- I. Definition of Web-Based Courses – A web-based course is a class which is delivered in a distance learning format such that:
 - A. Students can successfully complete the course without attending the campus.
 - B. The primary mode of delivery is the Internet.
- II. Expectations of Web-Based Courses – A quality educational experience requires inclusion of sufficient course features to assure academic integrity and consistency with the campus-based curriculum. Courses must utilize the NSCC learning management system format and include the following basic requirements:
 - A. Syllabus with instructor contact information, online office hours, course description, instructional methods, schedule of course activities, assessment activities, and method of grading
 - B. Units/modules used to organize materials with due dates.
 - C. Course materials organized in a clear and usable manner.
 - D. Learning objectives, instructional and assessment activities closely aligned. Plan for interactive faculty/student communication, including e-mail or Web CT mail and/or other tools such as a bulletin board
 - E. Course documents provided in accessible formats, preferably PDF.
 - F. An initial assignment due within 14 days to verify attendance. This assignment does not have to be graded.
 - G. Email used only for private communications and feedback, not in place of threaded discussions
 - H. Statement from instructor in *Start Here* area explains how feedback will be provided throughout the course (e.g. in discussion threads, comments on graded papers, etc.).
 - I. Instructor contact info provided.

- J. ADA statement that includes contact information if accommodations are needed.
- K. One additional link to relevant course resources is provided.
- L. At least one assignment rubric is included in the course.
- M. *Student Lounge* and *Ask Your Instructor* threaded discussions used as methods of communication and topic discussion
- N. At least two different assessment types used, including at least one that encourages interaction (e.g. team projects, chat, discussions)
- O. Basic level courses are not required to contain multimedia.

Development Guidelines for Online Courses Rubric

All Courses must meet the following common criteria:

1	Meets Approved Syllabus Format
2	Units/modules used to organize materials with due dates
3	Materials organized in a clear and usable manner
4	Learning objectives, instructional and assessment activities closely aligned
5	Course documents provided in accessible formats, preferably PDF
6	Initial assignment due within 14 days to verify attendance (Federal requirement)
7	Email used only for private communications and feedback, not in place of threaded discussions
8	Statement from instructor in <i>Start Here</i> area explains how feedback will be provided throughout the course (e.g. in discussion threads, comments on graded papers, etc.),

In addition, all Courses must minimally meet the basic level criteria

Level	Basic
9	Instructor contact info provided
10	ADA statement included
11	None (This line of rubric looks at multimedia)
12	One (1) additional link to relevant course resources provided
13	At least one assignment rubric provided
14	<i>Student Lounge</i> and <i>Ask Your Instructor</i> threaded discussions used as methods of communication and topic discussion
15	At least two different assessment types used, including at least one that encourages interaction (e.g. team projects, chat, discussions)

Peer panel will review courses and give feedback. Peer panel and Dean will determine course level based upon criteria (additional levels to be developed).

Approved by Academic Affairs: 4/27/11

Approved by Faculty Council: 5/2/2011