13-MED-02-0116
1109-01
K29828
07/19/2013

AGREEMENT

between

SOUTHERN STATE COMMUNITY COLLEGE

and

SOUTHERN STATE EDUCATION ASSOCIATION

August 1, 2013 through July 31, 2016

TABLE OF CONTENTS

PREAMBLE.....1

ARTICLE I RECOGNITION 2

1.01 Agreement 2
1.02 Scope of the Unit.....2
1.03 Faculty Liaisons 2
1.04 Exclusions 2
1.05 Unit Dispute 3
1.06 Supervisor Defined.....3
1.07 Management Rights 3

ARTICLE II PROCEDURES FOR NEGOTIATIONS AND FOR RESOLVING NEGOTIATING DISPUTES.....4

2.01 Purpose 4
2.02 Intent to Negotiate 4
2.03 Bargaining Committees 4
2.04 Negotiations Meetings.....5
2.05 General Provisions 5
2.051 Caucus.....5
2.052 Exchange of Documentation 5
2.053 Written Proposals.....5
2.054 Tentative Agreement.....5
2.055 Publication of Negotiations 5
2.056 Ratification of Agreement.....6
2.057 Recording of Negotiation Meeting.....6
2.06 Mediation 6
2.07 Arbitration 6
2.08 Arbitration Costs 7
2.09 Strike Notification.....7
2.10 Alternate Dispute Settlement Procedures.....7

ARTICLE III GRIEVANCE PROCEDURE 8

3.01 Definitions 8
3.011 Grievance.....8
3.012 Grievant.....8
3.013 Representation or Representative 8
3.014 Administrator.....8
3.02 Exclusive Remedy 8
3.03 Timelines 8

3.04 No Reprisals 8
3.05 Meetings 9
3.06 Disposition of Grievance 9
3.07 Administrative Chart 9
3.08 Association Grievances 9
3.09 Legal Remedy 9
3.10 Guarantees Under Law 9
3.11 Grievance Steps 9
3.111 Step One—Immediate Supervisor Oral 9
3.112 Step Two—Immediate Supervisor Written 10
3.113 Step Three—Chief Academic Officer 10
3.114 Step Four—President 10
3.115 Step Five—Final and Binding Arbitration 10
3.12 Grievance Arbitration 11
3.13 Arbitrator's Powers and Authority 11
3.14 Arbitration Costs 11

ARTICLE IV ASSOCIATION RIGHTS 12

4.01 Association Membership 12
4.02 Dues Deduction 12
4.021 Indemnification 12
4.03 Fair Share Fee 13
4.031 Fair Share Fee Deduction 13
4.032 ORC Applicability 13
4.033 Indemnification 13
4.04 Facility Use 14
4.041 Agent Access 14
4.05 Meetings 14
4.06 Furnishing of College Documents 14
4.07 Addressing Meetings 14
4.08 Representation 14
4.09 Bulletin Board, Electronic Media, and Mailbox Use 14
4.10 Association-Related Leaves of Absence 15
4.11 Meeting Window Period 15
4.12 Photo Copy Use 15
4.13 Handbook and Manual 15

ARTICLE V DURATION AND CONTRACT PROVISIONS 16

5.01 Duration of Agreement 16
5.02 Entire Agreement 16
5.03 Gender Use 16
5.04 Non-Waiver 16

5.05 Distribution of Agreement....16
5.06 Non-Interruption of Operations....16
5.07 No Individual Interruption of Operations....17
5.08 Lockouts....17
5.09 Termination of Agreement by Mutual Consent....17

ARTICLE VI INDIVIDUAL EMPLOYEE CONTRACTS....18

6.01 Individual Contracts....18
6.02 Duration of Individual Contracts....18
6.03 Notice of Intent Not to Employ....18
6.031 Procedure....18
6.032 Execution of Contract....18
6.04 Supplemental Contracts....18
6.041 Written Contract....19
6.042 Supplemental Performance....19
6.043 Information....19
6.05 Employee Lists....19

ARTICLE VII WORKLOAD AND RESPONSIBILITIES....20

7.01 Academic Year....20
7.02 Academic Calendar....20
7.021 Irregularly Scheduled Work Year....20
7.022 Counselor Work Year....20
7.03 On-Campus Duties—Individual Contract....20
7.04 Academic Week....21
7.05 Employee Responsibilities....21
7.051 Teaching Faculty....21
7.052 Professional Librarians and Counselors....21
7.053 Use of Additional Time....21
7.054 Attendance at College Commencement....21
7.06 Required Standards....21
7.061 Change in Required Credentials....22
7.07 Workload Definitions....22
7.071 Credit Hour....22
7.072 Contact Hour....22
7.073 Multi-Credit Assignments....22
7.08 Units....22
7.081 Librarian or Counselors....23
7.082 Other....23
7.083 Change in Program or New Program....23
7.09 Release Time....24
7.10 Assignment Restrictions....24

7.11 Cancellation of Classes 25
7.12 On-Campus Academic Workweek 25
7.121 Work from Home 25
7.13 Office Hours 25
7.131 Scheduling 25
7.132 Posting of Office Hours 25
7.133 Individual Scheduling of Appointments 25
7.134 Canceling of Office Hours 26
7.14 Employee-Prepared Materials 26
7.15 Philosophy on Distance Learning 26
7.16 Development of Distance Learning 26
7.17 Compensation for Development of Distance Learning 27
7.171 Online Course Development 27
7.1711 College's Use 27
7.1712 Employee Ownership 28
7.172 ITV Course Development 28
7.173 Course Development by Other Formats 28
7.18 Delivery of Distance Learning Courses 28
7.181 Online Courses 28
7.182 Distance Education Response Time 28
7.19 Class Size for Distance Learning Courses 29
7.191 Online Courses 29
7.192 ITV Course or Synchronous Online Course 29
7.20 Compensation for Delivery of Distance Learning Courses 29
7.201 Online Courses 29
7.202 ITV Courses 29
7.203 Other Formats 29
7.21 Employee Rights and Responsibilities for Distance Learning Course 29
7.22 Employee-Prepared Materials 30

ARTICLE VIII ADVANCEMENT IN RANK 31

8.01 Academic Rank 31
8.011 Instructor 31
8.012 Assistant Professor 31
8.013 Associate Professor 31
8.014 Professor 32
8.02 Rank/Compensation 32
8.03 Promotion Committee 33
8.04 Promotion Applications 33
8.05 Recommendation to College President 33
8.06 Librarians or Counselors 33

ARTICLE IX EVALUATION 34

9.01 Evaluation Guidelines 34
9.011 Purpose 34
9.02 Areas of Evaluation 34
9.03 Reference Materials 34
9.04 Frequency of Evaluation 34
9.05 Personnel File 34
9.06 Evaluation Process 35
9.061 Step 1 35
9.062 Step 2 35
9.063 Step 3 35
9.064 Step 4 35
9.065 Step 5 35
9.066 Chief Academic Officer (CAO) 35
9.067 Appeal 35
9.07 Faculty Evaluation Methods and Tools 36
9.071 Teaching 36
9.072 Professional Development 37
9.073 Service to the College 37
9.074 Student Course Evaluations 38
Individual Faculty Evaluation Plan 38

ARTICLE X DISCIPLINE AND DISCHARGE 39

10.01 Discipline/Discharge 39
10.02 Written Notice 39
10.03 Right to Hearing 39
10.031 Hearing Time and Place 39
10.032 Hearing Content 39
10.033 In Lieu of Grievance 39
10.04 College Decision 40

ARTICLE XI SENIORITY 41

11.01 Definition 41
11.02 Seniority List 41
11.03 Termination of Seniority Status 41
11.04 Former Employee Seniority Status 41
11.05 Seniority Upon Recall 41
11.051 Return from Layoff 42

ARTICLE XII FILLING OF VACANCIES 43

12.01 (Professional) Vacancy Defined 43
12.02 Posting 43
12.03 Bargaining Unit Member Preference 43
12.04 Criteria for Filling Vacancy 43

ARTICLE XIII REDUCTION IN FORCE 45

13.01 Unfilled Positions 45
13.011 Review Process 45
13.02 Conditions for RIF 45
13.03 Underutilization of Staff/Program Retrenchment 45
13.031 Program Review Committee 45
13.032 Notification 45
13.033 Change in Contract Duration 45
13.04 Definition of Financial Exigency 46
13.05 Layoff Due to Financial Exigency 46
13.06 Order of Layoff 46
13.07 Reassignment 46
13.08 Recall 46
13.09 Health Care 47

ARTICLE XIV ASSIGNMENTS AND TRANSFERS 48

14.01 Teaching Assignment Defined 48
14.02 Transfer Defined 48
14.03 Application for Specific Teaching Assignments 48
14.04 Posting of Tentative Yearly Schedule 48
14.05 Final Term Schedule & Final Faculty Assignment for the Term 48
14.06 Criteria for Assignments 49
14.07 Maximum Number of Units 49
14.08 Overload 50
14.09 Transfers 50
14.10 Summer Session Assignments 50

ARTICLE XV GENERAL PROVISIONS OF EMPLOYMENT 51

15.01 Personnel File 51
15.011 Contents of File 51
15.012 Employee Review of Personnel Files 51
15.013 Submissions to Personnel File 51
15.014 Public Access to Personnel Files 51
15.015 Personnel File Information 52

15.02 Job Descriptions....52
15.03 Committees....52
15.031 Search Committee....52
15.032 Faculty Senate Chair/SSEA President....52
15.04 College Calendar....52
15.05 Class Size....52
15.06 Health and Safety....53
15.061 Physical Facilities....53
15.062 Significant or Unusual Hazards....53
15.063 Workplace Safety and Health....53
15.064 Administration of Medications....53
15.07 Keys....53
15.08 Support Staff....54
15.09 Transportation....54
15.10 Mail, Electronic Mail, Computer Access....54
15.11 Discrimination Clause....54
15.12 No Smoking Policy....54

ARTICLE XVI COMPENSATION....55

16.01 Three Semester Contracts....55
16.02 Supplemental Contracts....55
16.021 Proficiency Testing....55
16.03 Independent Study....55
16.04 Overload....56
16.041 Overload Conditions....56
16.042 Overload Compensation....56
16.043 Overload Payment Schedule....56
16.05 Summer Session Compensation....56
16.06 Salary Schedule Definitions....57
16.061 Years with Southern State....57
16.062 Degree....57
16.063 Experience of Newly Hired Employee....58
16.064 Steps....59
16.07 Base Salaries....59
16.08 Deviations from Salary Schedule....59
16.081 Limitations after September 1, 1989....59
16.082 Limitations before September 1, 1989....59
16.09 Payroll Practices....59
16.10 Updating Credentials....60

ARTICLE XVII EMPLOYEE BENEFIT PROGRAMS....61

17.01 Continuation of Medical Insurances....61

17.02 Medical Expense Insurance....61
17.021 Single or Family Coverage....61
17.022 Premium Payments....61
17.0221 HSA/HRA Contribution Conditions....62
17.0222 Additional Charges....62
17.023 Deductibles....63
17.024 Termination of Coverage....63
17.025 Newly Hired Employees....63
17.026 Insurance Committee....63
17.027 Opt-Out....63
17.028 Insurance Audit....63
17.029 Working Spouse....64
17.03 Dental/Vision Insurance....64
17.031 Single or Family Coverage....64
17.032 Premium Payments....64
17.033 Cafeteria Plan....64
17.0331 Payment to Cafeteria Plan....64
17.04 Tuition Waiver....65
17.041 Employee/Dependent....65
17.042 Death of Employee....65
17.043 Retirement of Employee....66
17.05 Life Insurance....66
17.06 Tuition Reimbursement....66
17.07 Travel Expense Reimbursement....67
17.08 Professional Memberships....67
17.09 Professional Conferences, Meetings, or Workshops....67
17.10 State Teachers' Retirement System....68
17.101 Contributions....68
17.102 Salary Reduction Method....68
17.103 Permitted by Law....68
17.11 Tax Sheltered Annuities....68
17.12 Day Care Facility....68

ARTICLE XVIII LEAVES OF ABSENCE....69

18.01 Jury or Witness Duty....69
18.02 Professional Leave of Absence....69
18.021 Written Request....69
18.022 Contents of Request....69
18.023 Notification of Approval....69
18.024 Confirmation of Return to Work....70
18.025 Reinstatement Rights....70
18.03 Sick Leave....70

18.031 Earnings/Accumulation 70
18.032 Severance Pay....71
18.04 Medical Leave of Absence....72
18.05 Child Care 72
18.051 Request....72
18.052 Period of Leave 72
18.053 Notice for Next Academic Year 73
18.054 Reinstatement Rights....73
18.06 Family and Medical Leave....73
18.061 Reasons for Leave 73
18.062 FMLA Year Defined....73
18.063 Rights on Return 73
18.064 Medical Plan Coverage....74
18.065 Other Benefit Coverage....74
18.066 Medical Certification....74
18.07 Professional Days....74
18.08 Personal Days....74
18.09 Paid Professional Leave of Absence....74
18.091 Service/Reimbursement Requirement 75
18.10 Faculty Exchange....75
18.11 Return to Bargaining Unit from Non-Bargaining Unit Positions 75
18.111 Return One Year or Less....75
18.112 Return More Than One Year....75

ARTICLE XIX EFFECTS OF THE AGREEMENT....76

19.01 Wavier 76
19.02 Headings 76
19.03 Severability 76
19.031 Renegotiation....76
19.032 Impasse Resolution 76
19.04 Inconsistencies 76
19.05 Maintenance of Standards 77
19.06 Printing and Distribution....77
19.07 Duration of Contract....78

Memorandum of Understanding 79

Appendix A Faculty Scale (Effective 09-01-13)....80
Faculty Scale (Effective 09-01-14)....84
Faculty Scale (Effective 09-01-15)....88

Appendix B Individual Employee Contract 92

Appendix C Workload Calculations and Summer Assignment Calculation ..93

Appendix D Employee Grievance Form 94

Appendix E Grievance Response Form 95

Appendix F Guidelines and Procedures for Academic Program Review (OBR).....97

PREAMBLE

Whereas, the Association recognizes that the College has the full and exclusive responsibility and obligation of providing education and training for the students enrolled in its system; and

Whereas, the College recognizes the Association as the exclusive collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

Whereas, it is the intent and the purpose of the parties hereto that this Agreement respect and promote said responsibility and obligation of the College as well as the interest of its Employees; provide the highest quality education and training; prevent interruptions to and interferences with the College's services and programs; and set forth herein the rates of pay, hours of work and conditions of employment for the Employees covered by this Agreement;

Now, therefore, in consideration of the mutual covenants herein contained, the parties hereto agree that they will use good faith in the exercise of all rights and responsibilities under this contract, and they further agree as follows:

ARTICLE I

RECOGNITION

1.01 **AGREEMENT:** This is an agreement by and between Southern State Community College ("College") and Southern State Education Association ("Association"). The College hereby recognizes the Association as the exclusive representative for purposes of collective bargaining for all full-time faculty of Southern State Community College.

1.02 **SCOPE OF THE UNIT:** The term "Employee" shall refer to all members of the bargaining unit, shall include all those persons who hold a "full-time faculty position" or title of librarian or counselor, and those full-time persons who teach nine (9) contact hours/week, credit, and/or non-credit continuing education courses (i.e., real estate, allied health, education) and those full-time persons funded through grant monies who teach nine (9) contact hours per week or more in courses that lead to a degree, and shall refer to all personnel, except those specifically excluded below, holding faculty contracts with the College. Further, those individuals who historically have been included in the bargaining unit shall be included.

Notwithstanding provisions of Article 1.04, a bargaining unit member defined herein shall retain bargaining unit status while teaching a contract course(s) whether for credit or not for credit.

1.03 **FACULTY LIAISONS:** This recognition includes Employees who act as academic chairs, team leaders, or coordinators regardless of title used when their duties are not supervisory of unit members. Faculty Liaisons shall be responsible for making recommendations regarding budgeting, scheduling, and staffing and for overseeing matters relating to curriculum within their divisions.

1.04 **EXCLUSIONS:** This recognition excludes from the bargaining unit all part-time employees, all other library personnel, personnel totally funded through grant monies who do not teach nine (9) contact hours per week or more in courses leading to a degree, tutors, management level employees, confidential employees, supervisors (as defined in ORC 4117), and all other non-academic positions. It also excludes those positions teaching courses under: Continuing education (all courses offered to the general public that are non-credit and taught by full or part-time instructors); and contract education (all instruction designed for a specific group, business, industry, or agency) except for bargaining unit members teaching such courses as

provided in Article 1.02 above. Additionally, it excludes new instructional personnel in the Displaced Homemakers Programs.

1.05 **UNIT DISPUTE:** In the event a dispute arises concerning the bargaining unit status of any Employee, the dispute may be submitted to arbitration in accordance with Article III.

1.06 **SUPERVISOR DEFINED:** The supervisory responsibility for all bargaining unit members shall ultimately rest with the Chief Academic Officer (CAO).

1.07 **MANAGEMENT RIGHTS:** Except as specifically stated otherwise in this Agreement, the College maintains the right and responsibility to:

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

2. Direct, supervise, evaluate, or hire Employees;

3. Maintain and improve the efficiency and effectiveness of the College;

4. Determine the overall methods, process, means or personnel by which the College's operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, or retain Employees;

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.

1.08 The parties have made a good faith effort to accommodate the changeover from quarters to semesters in this Agreement. The intent of the parties was to draft an agreement which can be applied under the quarter system and the semester system since the change will occur during the term of this agreement.

The parties have included language that accounts for the change to semesters. However, if it is discovered that a conversation was missed,

either party may request a meeting to discuss the issue. The parties shall, upon such request, meet within seven (7) business days and attempt to resolve the matter. Should the parties be unable to reach agreement, either party may demand arbitration as set forth in Section 3.12 of this agreement. The arbitrator hearing the matter shall be bound by the restrictions set forth in Section 3.13 of this Agreement. No remedy provided by the arbitrator shall result in monetary loss or gain for either party.

ARTICLE II

PROCEDURES FOR NEGOTIATIONS AND

FOR RESOLVING NEGOTIATING DISPUTES

2.01 **PURPOSE:** This Article shall control the procedures utilized by the College and the Association for the purpose of negotiating wages, hours, and terms and conditions of employment which have been properly raised by either the College and/or the Association with respect to an Agreement to succeed and/or replace this Agreement. This Agreement shall remain in full force and effect until the procedures set forth in this Article have been completed.

2.02 **INTENT TO NEGOTIATE:** Should either party to this Agreement desire to commence negotiations for an Agreement to succeed and/or replace this Agreement, the party seeking such negotiations shall deliver a written notice of such intent to the other not more than 150 calendar days, nor less than 120 calendar days, before the expiration of this Agreement or any anniversary date thereof. Both parties agree to commence such negotiations at a mutually agreed upon time and place no later than 30 calendar days after the written notice of intent has been received by either the College President or the Association President unless one or both parties requests an extension not to exceed 14 calendar days. During the negotiation procedures set forth in this Article II, neither the Association nor any Employee shall engage in any strike, nor shall the College engage in any lockout of employees.

2.03 **BARGAINING COMMITTEES:** The collective bargaining procedure shall be conducted between representatives of the College and the Association. These representatives shall be called the bargaining committees. The Association shall have a bargaining committee that shall not exceed six persons selected by the Association. The College shall have a bargaining committee which shall not exceed six persons. The expense, if any, of each

bargaining committee will be borne by the party selecting said committee and the other party shall not be responsible in any fashion for any such expense.

2.04 NEGOTIATIONS MEETINGS: Negotiations meetings between said bargaining committees shall be private and scheduled for mutually satisfactory times and place(s). Both parties may utilize the services of consultants during the negotiation process. Only bargaining committee members, consultants, and other individuals mutually agreed to between the bargaining committees shall be present in the negotiating sessions.

2.05 GENERAL PROVISIONS:

2.051 CAUCUS: Either Committee may call caucuses during a bargaining session.

2.052 EXCHANGE OF DOCUMENTATION: Upon written request, the College and the Association agree to provide each other with documentation, if any, to support positions taken during negotiation meetings.

2.053 WRITTEN PROPOSALS: All proposals and counterproposals shall be provided in writing. Each party shall submit its entire bargaining package at the first bargaining session. Therefore, no new bargaining proposals may be brought forward unless mutually agreed to by both parties.

2.054 TENTATIVE AGREEMENT: As items are negotiated and tentative agreement reached, said items shall be reduced to writing and initialed by a representative of each bargaining committee. After all tentative agreements have been initialed; the Association or its designee shall type the agreement(s) for presentation to the respective sides for ratification.

2.055 PUBLICATION OF NEGOTIATIONS: During the period of negotiations between the two bargaining committees, no oral or written publication of the contents or the progress or the lack of progress of the negotiation shall be made to anyone by either party or by either bargaining committee or the persons comprising said bargaining committee. An exception is, however, that the College's bargaining committee may inform the President, members of the College's Administration, and/or the Trustees of such events, and the Association's bargaining committee may inform the officers of the Association and its members of such events; but none of the

persons who are thus informed may disclose and/or publish such information to any other person.

2.056 RATIFCATION OF AGREEMENT: If tentative agreements are reached on all articles to be included in the contract, the Association will present the proposed agreement to its membership for ratification. The SSEA President will then send written notification to the College President or his/her designee informing him/her of the ratification vote. The College's bargaining team will then present the proposed agreement to the Board of Trustees for ratification. The President or his/her designee will then promptly provide written notification to the Association's Chief Negotiator about the Board's ratification vote. Approved agreements shall be signed by the appropriate representative of each party.

2.057 RECORDING OF NEGOTIATION MEETING: No mechanical or other recording devices shall be used during the negotiation sessions. Each party is responsible for its own teams' written notes of the proceedings and those notes shall not be deemed official records of the procedures.

2.06 MEDIATION: After ninety (90) days of negotiations, either the College or the Association can give notice to the other during the time period of negotiations that it desires to select a mediator. The parties agree to utilize Federal Mediation and Conciliation Services to resolve the dispute. The parties will mutually request a mediator from the Cincinnati office. Meetings will be held at mutually agreed times and places. In the event the dispute is not resolved, the parties shall on the request of either party select an arbitrator pursuant to the rules of the American Arbitration Association.

2.07 ARBITRATION: If the College and the Association have not entered into a collective bargaining agreement to succeed this Agreement prior to the expiration date of this Agreement, the arbitrator selected pursuant to Section 6 of this Article II shall conduct a hearing or hearings at which both parties shall have the opportunity to present relevant information regarding the unresolved issues. The arbitrator shall make findings of fact and recommendations concerning the unresolved issues. In making his findings of fact and recommendations, the arbitrator shall consider the factors set forth below:

a. Past collectively bargained agreements between the parties;

b. Comparison of the positions of the College and Association on the unresolved issues and the terms and conditions of employment of other

public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

c. The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effects of the adjustments on the normal standard of public service;

d. The lawful authority of the public employer;

e. The stipulations of the parties;

f. Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

2.08 **ARBITRATION COSTS:** The cost of the arbitrator and any other costs of conducting the hearing shall be borne equally by the parties, except that each shall bear the costs of its own witnesses and the representatives. Should either party request a transcript it shall be made and shall be the official record of the hearing. The party requesting the transcript shall bear its cost, unless the other party obtains a copy, in which case the cost shall be borne equally.

2.09 **STRIKE NOTIFICATION:** If the College and the Association are unable to reach agreement, within seven days after the publication of findings and recommendations from the arbitrator, the Employees shall have the right to strike if the Association gives to the College a ten-day prior written notice of its intent to strike and of the time, date, and place of any strike.

2.10 **ALTERNATE DISPUTE SETTLEMENT PROCEDURES:** The procedures set forth above in Articles 2.01 through 2.07 of this Article II shall be in lieu of the settlement of disputes procedures set forth in Chapter 4117, Ohio Revised Code, except and to the extent that they are specifically incorporated herein.

ARTICLE III

GRIEVANCE PROCEDURE

3.01 DEFINITIONS:

3.011 GRIEVANCE: A grievance as that term is used in this Agreement, means a dispute between an Employee or Employees and the College, or between the Association and the College, concerning the interpretation or application of any specific provision of this Agreement.

3.012 GRIEVANT: The "grievant" is defined as a member of the bargaining unit, group of bargaining unit members, or the Association initiating the grievance.

3.013 REPRESENTATION OR REPRESENTATIVE: "Representation" or "representative" as provided for in this section shall be any member of the Association or OEA, or any legal counsel of a member of the bargaining unit.

3.014 ADMINISTRATOR: The President shall designate the appropriate administrator, which may include the President, at all steps of the grievance procedure.

3.02 EXCLUSIVE REMEDY: No grievance, the basis for which occurred before the effective date of this Agreement or after the expiration date of this Agreement, shall be considered or be subject to adjustment under this Article. The grievance procedure established herein shall be the exclusive remedy (except for violations covered by Equal Opportunity Laws) available to any Employee or to the Association for any alleged breach of this Agreement.

3.03 TIMELINES: Failure of the grievant to comply with the time limits set forth in each step constitutes a waiver of the grievance. Lack of adherence to the time limits by the College will result in the grievance being moved to the next step. The time limits set forth in this Article may be extended by the mutual agreement in writing of the representatives of the College and the Association with signed copies going to all parties involved.

3.04 NO REPRISALS: No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this

grievance procedure, nor shall any record of the grievance be kept in any individual's personnel file.

3.05 **MEETINGS:** Grievance meetings shall be scheduled at mutually convenient times. The grievant may have representation at any step of the grievance procedure. No reduction in compensation shall occur for any grievant or representative as a result of attending a meeting under the grievance procedure.

3.06 **DISPOSITION OF GRIEVANCE:** Any disposition of the grievance will be sent to the home address and the campus address of the Association President, and, in the case of a grievance filed by an individual, to the employee's home and campus addresses, as well as to the home and campus address of the Association President.

3.07 **ADMINISTRATIVE CHART:** At the beginning of each Academic Year the administration will provide each Employee with an administrative structure chart which will clearly indicate the immediate supervisor and the appropriate dean for each Employee.

3.08 **ASSOCIATION GRIEVANCES:** Association grievances will begin at Step Two.

3.09 **LEGAL REMEDY:** An Employee or Employees, or the Association, may not seek to enforce this Agreement by legal action of any sort or otherwise, except by following procedures discussed in Steps One, Two, and Three of Section 3.11.

3.10 **GUARANTEES UNDER LAW:** Nothing herein contained shall deny to any individual or the College or the Association their rights under federal or state constitutions or law.

3.11 **GRIEVANCE STEPS:** A grievance shall be processed in the following manner:

3.111 **STEP ONE—IMMEDIATE SUPERVISOR ORAL:** An Employee having a grievance shall discuss it orally with the Employee's immediate supervisor within twenty-one (21) working days after the event or occurrence complained of or within twenty-one (21) working days after the Employee learns or should have learned of the event or occurrence complained of. The immediate supervisor's answer must be given orally to the Employee within ten (10) working days.

3.112 STEP TWO—IMMEDIATE SUPERVISOR WRITTEN: If the Employee's grievance is not satisfactorily settled at Step 1 of the procedure, the grievance shall be reduced to writing on a grievance form (Appendix D), specifying the event or occurrence complained of, the facts and articles of the Agreement relied on, and the relief or remedy requested from the College. The grievance form shall be filed with the immediate supervisor within ten (10) working days after the immediate supervisor has given an answer to the Employee in Step 1 of this procedure. Within ten (10) working days after receipt of the grievance form, the immediate supervisor or the immediate supervisor's designee shall meet with the Employee and the Employee's Association representative. The immediate supervisor or the immediate supervisor's designee shall give an answer to the Employee's representative in writing within ten (10) working days after the meeting.

3.113 STEP THREE- CHIEF ACEDEMIC OFFICER: If the Employee's grievance is not satisfactorily settled at Step 2 of the procedure, the grievance form shall be submitted to the Chief Academic Officer within ten (10) working days after the Step 2 answer has been given to the Employee's representative. Within ten (10) working days after receipt of the grievance form, the Chief Academic Officer shall meet with the Employee and the Employee's Association representative or legal counsel for the Association. The Chief Academic Officer shall give an answer to the Employee's representative in writing within ten (10) working days after the meeting.

3.114 STEP FOUR—PRESIDENT: If the Employee's grievance is not satisfactorily settled at Step 3 of the procedure, the grievance form shall be submitted to the President of the College within ten (10) working days after the Step 3 answer has been given to the Employee's representative. Within ten (10) working days after receipt of the grievance form, the President or the President's designee shall meet with the Employee and the Employee's Association representative or legal counsel for the Association. The President or the President's designee shall give an answer to the Employee's representative in writing within ten (10) working days after the meeting.

3.115 STEP FIVE—FINAL AND BINDING ARBITRATION: In the event that the grievance is still not satisfactorily settled, the Association may request submission of the grievance to impartial arbitration. The Association's written request for arbitration must

be received by the President within ten (10) working days of receipt by the Association of the Step 4 answer. Any Employee who wishes to proceed to arbitration without Association endorsement will be responsible for all expenses incurred.

3.12 **GRIEVANCE ARBITRATION:** Upon receipt by the College of the Association's notice of arbitration, the College and the Association shall jointly request the American Arbitration Association to provide a list of arbitrators from which the parties will select an arbitrator. The selection of the arbitrator shall be in accordance with the rules and procedures of the American Arbitration Association. Except as otherwise provided in this Agreement, the rules of the American Arbitration Association shall apply to an arbitration conducted under this Article III.

3.13 **ARBITRATOR'S POWERS AND AUTHORITY:** Unless otherwise agreed by the College and the Association, the arbitrator shall render the arbitrator's decision in writing. If such decision is in conformity with the powers granted to the arbitrator in this Agreement, it shall be final and binding on the College and Association. The sole function of the arbitrator shall be to interpret the express terms of this Agreement and to apply them to the specific facts presented at the arbitration hearing. The arbitrator shall have no power to change, amend, modify, ignore, add to, delete from or otherwise alter this Agreement; nor to go beyond the issue raised by the original grievance; nor to rely on any issue not disclosed during the grievance procedure; nor to find a violation of any provision of the Agreement not specifically identified in the written grievance submitted at Step Two of Section 3.112 of this Agreement; nor to rule on a grievance the cause of which arose prior to the execution of this Agreement or which shall arise after the termination date of this Agreement; nor to grant any monetary award which is non-compensatory or punitive in nature.

3.14 **ARBITRATION COSTS:** The costs of the proceedings, including the expenses and compensation of the arbitrator and the rental of facilities, if any, shall be borne equally by the College and the Association. If either party requests a transcript and record of exhibits for the arbitration, they shall be made and shall be the official record of the hearing. The cost of the transcript shall be borne by the party requesting it, except where the other party requests a copy of the transcript in which case the cost of the transcript shall be borne equally by both the College and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

ARTICLE IV

ASSOCIATION RIGHTS

4.01 **ASSOCIATION MEMBERSHIP:** Neither the College nor the Association shall discriminate against any Employee because of the Employee's membership in or activity on behalf of the Association.

4.02 **DUES DEDUCTION:** The College will deduct from the pay of the members of the Association covered by this Agreement any dues including local dues, assessments and fees levied in accordance with the constitution and bylaws of the Association and its affiliates. Deductions for continuing Association members shall be made after membership verification, based on the renewal printout provided by the Ohio Education Association, is received by the College. Deductions for new Association members shall be made only following receipt from the Association of individually signed enrollment forms executed by the Association member for that purpose. The College's obligation to make deductions will terminate automatically upon receipt of revocation authorized by an Employee due to termination of employment, transfer to a job classification outside the bargaining unit, or termination of affiliation with the Association. All authorized deductions will be made from the Association members' pay on a regular semi-monthly basis, October through August.

Local dues shall be deducted at the time of the first payroll deduction. This will be in addition to the first regular deduction for state and national dues. The College shall transmit all deducted local dues to the local Association's Treasurer within one month after local dues are deducted. Pay deductions shall be transmitted to the OEA Membership Services monthly, October through August.

4.021 **INDEMNIFICATION:** 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.

4.03 **FAIR SHARE FEE:** In recognition of the Association's services to the bargaining unit, each member of the bargaining unit who is not a member of the Association shall, on the effective date of the Agreement or sixty (60) days after the effective date of appointment to a bargaining unit position, have a "Fair Share Fee" deducted from his/her pay and forwarded to the Association in accordance with the schedule in Article 4.02. The Association shall certify to the College the amount of the fair share fee, which shall not exceed the amount of regular membership dues then currently being paid by members of the Association. At the time the Association certifies the amount of the fair share fee, it will provide the College a written report detailing the Association's fair share fee procedure.

4.031 **FAIR SHARE FEE DEDUCTION:** The deduction of the fair share fee by the College from the payroll check of the Employee and its payment to the Association shall commence with the first paycheck after January 15 of each year unless the College receives written notice from SSEA that a different date is legally required or that such Employee has elected to remit total payment to the SSEA by January 15. Fair share fee deduction shall be automatic and does not require the written authorization of the Employee. The fee deductions shall be made on the same payroll days that the Association dues are deducted. The obligation of the College to deduct the fee shall cease upon the removal of the bargaining unit member from the College's active payroll for any reason.

4.032 **ORC APPLICABILITY:** This Article is in all respects subject to ORC Section 4117.09, including the rebate procedure and conscientious objector provisions thereunder.

4.033 **INDEMNIFICATION:** The Association agrees that it shall indemnify and hold harmless the College, its officers, trustees, employees or agents, against all claims, damages, causes of action, awards, costs, expenses, and any and all other damages, including attorney's fees, arising or resulting from, by reason of, or touching upon the College's agreement to the provisions of this Article and the College's actions and conduct with respect to these provisions. The Association will indemnify for attorney's fees only if it was afforded the opportunity to designate counsel to represent and defend the College. The College agrees that its counsel shall give full and complete cooperation to the Association and its counsel at all levels of any legal proceeding relating to the fair share fee provision.

4.04 **FACILITY USE:** The Association shall be permitted to use College facilities at no cost for purposes of transacting official Association business, provided that such meetings do not interfere with the normal hours and operation of the College. The use of College facilities by the Association must be approved by the appropriate administrative officer of the College, and such approval shall be determined within the guidelines of College policy.

4.041 **AGENT ACCESS:** An agent of the Association who is not an Employee may request, and be granted, access to College premises on the same terms and pursuant to the same procedures as those on which access to College premises is granted to members of the general public.

4.05 **MEETINGS:** The Association may transact Association business on site during the academic work week so long as it shall not interfere with the normal performance of Employee duties and College activities. Whenever Employees are mutually scheduled by the parties to participate during the academic work week in negotiations, grievance meetings, and meetings or conferences with College officials, they shall suffer no loss of pay.

4.06 **FURNISHING OF COLLEGE DOCUMENTS:** The Association shall have access to all documents of public record. The College shall furnish to the Association President without cost the following documents:

a. Complete Board of Trustees agenda and accompanying data, excluding confidential information, at the same time it is sent to the Board;

b. Tentative Board minutes at the same time they are sent to the Board;

c. All written Board policies and procedures that apply to Employees.

4.07 **ADDRESSING MEETINGS:** The Association shall have the right to address Employees at any faculty meeting or, upon prior written request, the Board of Trustees.

4.08 **REPRESENTATION:** The Association shall have the right to represent bargaining unit members on terms and conditions of employment.

4.09 **BULLETIN BOARD, ELECTRONIC MEDIA AND MAILBOX USE:** There will be a designated Association bulletin board used only to post Association business. The Association may make reasonable use of the College mailboxes, electronic mail systems and facsimile machines solely for the purpose of communicating with its members. Such use shall not unreasonably interfere with, impede or delay the ability of the College to use such facilities.

4.10 **ASSOCIATION-RELATED LEAVES OF ABSENCE:** Upon written application from the Association, Association officers who have been duly selected as delegates shall be granted a total leave or leaves of absence to attend Association conventions or conferences for periods not exceeding ten (10) total work days during an Academic Year, provided that such written application is submitted at least thirty (30) days in advance of the start of such leave and further provided that such leave shall be limited to two (2) Employees at any time. The first four (4) such days during an Academic Year shall be without loss of pay. Any such days beyond four (4) during an Academic Year shall be without pay.

4.11 **MEETING WINDOW PERIOD:** The Association shall have the right to schedule meetings within a meeting "window" period on the College-wide monthly calendar.

4.12 **PHOTOCOPY USE:** Access to photocopying machines shall be available to the Association at the same cost as the College incurs for such use.

4.13 **HANDBOOK AND MANUAL:** The Board of Trustees Policies and The SSCC Policy and Information Manual will be made available to all employees via the College's web-site. Employees will be notified of any revisions to these materials through an email prior to the posting of the SSCC Policy and Information Manual.

ARTICLE V

DURATION AND CONTRACT PROVISIONS

5.01 **DURATION OF AGREEMENT:** This Agreement shall become effective at 12:01 AM on August 1, 2013, except as otherwise specifically provided herein and shall continue in full force until midnight July 31, 2016 and continue in full force and effect from year to year thereafter unless either party serves notice in writing in accordance with Article II, Section 2.02 of this Agreement.

5.02 **ENTIRE AGREEMENT:** The written Agreement constitutes the entire agreement between the College and the Association and supersedes and replaces any and all agreements, whether written or oral, or expressed or implied between and concerning the Employees and the College. Any amendment, modification, or addition to this Agreement must be in writing, ratified by the Association membership and the College Board of Trustees and duly signed by the parties to be effective.

5.03 **GENDER USE:** Whenever the masculine gender is used in this Agreement, it shall also include the feminine gender.

5.04 **NON-WAIVER:** The non-exercise by the College or the Association of any right or privilege shall not waive any such right or privilege of their exercise in the future.

5.05 **DISTRIBUTION OF AGREEMENT:** The College will provide a copy of the Agreement to each Employee within a reasonable period of time after the Agreement becomes effective, or at the time of offer of employment to an Employee, whichever shall occur later.

5.06 **NON-INTERRUPTION OF OPERATIONS:** During the life of this Agreement and the procedures set forth in Article II of this Agreement, the Association shall not authorize or engage in any interruption of the functions and operations of the College, including but not limited to strikes, slowdowns, stoppages of work, or any other similar refusal to perform and carry out the duties and responsibilities of Employees in any manner or degree, with the exception of a re-opener on salary, wages and fringe benefits. In the event an agreement is not reached under a reopener, the Association shall have the right to withhold its services as set forth in ORC 4117.

5.07 **NO INDIVIDUAL INTERRUPTION OF OPERATIONS:** No Employee shall engage or encourage others to engage in any of the activities described in Section 5.06 above.

5.08 **LOCKOUTS:** During the life of this Agreement, the College agrees that there shall be no lockout of Employees.

5.09 **TERMINATION OF AGREEMENT BY MUTUAL CONSENT:** This Agreement may be terminated in its entirety at any time by mutual consent of the parties.

ARTICLE VI

INDIVIDUAL EMPLOYEE CONTRACTS

6.01 **INDIVIDUAL CONTRACTS:** Each Employee shall enter into an individual contract with the College. The form of the individual contract is set forth in Appendix B. The salary of the individual contract is set forth in Appendix A. The salary of the Employee and duration of the individual contract shall be established therein consistent with this Agreement. The amount set forth in any individual contract shall be determined by collective bargaining.

6.02 **DURATION OF INDIVIDUAL CONTRACTS:** Individual contracts will be for either an academic year (2 semesters) or 3 semesters. Duration of the individual contracts shall be determined at the time the position is initially posted.

6.021 If the college decides to change the duration of a four quarter contract to a three semester contract to a two semester contract, the language in Article XIII shall apply.

6.022 If the college decides to change the duration of a three quarter contract to a two semester contract to a three semester contract, the position will be posted internally.

6.03 **NOTICE OF INTENT NOT TO EMPLOY:** An Employee who has entered into an individual contract for an Academic Year shall be given either a Notice of Intent to employ for, or offered an individual contract covering the succeeding Academic Year on or before March 1 of the current Academic Year.

6.031 **PROCEDURE:** The employment of an Employee who receives a Notice of Intent not to employ for the succeeding Academic Year shall terminate as set forth in Article X.

6.032 **EXECUTION OF CONTRACT:** An Employee who is offered an individual contract covering the succeeding Academic Year shall sign it and deliver it to the College prior to July 1.

6.04 **SUPPLEMENTAL CONTRACTS:** An Employee may enter into a supplemental contract covering duties in addition to those covered by his/her individual contract. Supplemental contracts shall be governed by the following:

6.041 **WRITTEN CONTRACT:** Employees on supplemental contracts shall be given a written limited contract specifying the duty, compensation, and duration. The contract shall also specify when and how compensation for supplemental duties is to be paid. Supplemental contracts may not be renewed and shall not be effective for more than twelve (12) months.

6.042 **SUPPLEMENTAL PERFORMANCE:** An Employee's performance of supplemental contract duties that are not related to the duties he performs pursuant to his individual contract during an Academic Year, shall not be used to evaluate his performance of duties under his individual contract.

6.043 **INFORMATION:** Upon request, the College shall provide to the Association President a copy of all three semester contracts, supplemental contracts and/or release time agreements as awarded specifying names, duties, and compensation.

6.05 **EMPLOYEE LISTS:** A list of all Employees currently on Three Semester contracts, supplemental contract, or released time, including names, duties, and compensation shall be provided to any Employee upon request.

ARTICLE VII

WORKLOAD AND RESPONSIBILITIES

7.01 **ACADEMIC YEAR:** An Academic Year includes 2 Semesters – Fall and Spring- as outlined by the accreditation agency, not to exceed sixteen (16) weeks, fifteen (15) weeks of instruction and one (1) week of finals, in each Academic Semester.

7.02 **ACADEMIC CALENDAR:** Employees on individual contracts shall begin work no earlier than August 1. Pre-academic year activities may be scheduled during the 10 days prior to the beginning of classes in the Fall Semester with written notification to faculty prior to the end of the preceding Spring Semester. The established calendar will exclude a period of time of at least fourteen (14) consecutive calendar days including Christmas Day and New Year's Day. Employees' duties under an Academic Year contract shall end at the completion of exams, graduation, and reports for the Spring Semester. Employees' duties under a three semester contract shall end at the completion of exams, graduation, and reports for summer session or for those on irregularly scheduled work years at the end of the last agreed upon work day.

7.021 **IRREGULARLY SCHEDULED WORK YEAR:** An employee with an irregularly scheduled work year shall work the same Academic Calendar as defined in Section 7.02 but shall mutually agree with the College for adjustment of actual days worked to provide service to students. The employee's work year shall be determined by the end of Spring Semester of the preceding year or such time as is mutually agreeable.

7.022 **COUNSELOR WORK YEAR**: The counselor shall work the same academic calendar as defined in section 7.02. In addition, the assignment will include 80 percent of the days in summer session. Compensation shall be calculated based upon a prorated three semester contract as defined in section 16.01.

7.03 **ON-CAMPUS DUTIES--INDIVIDUAL CONTRACT:** Employees on a 2 semester contract will be responsible for on-campus duties as set forth in Section 7.05 on not more than a total of one hundred seventy-one (171) days per Academic Year which shall include five (5) days prior to fall term and five (5) days prior to spring term. Employees on a three semester contract will be responsible for on-campus duties as set forth in section 7.05 on not more than a total of two hundred twenty one (221) days per year which shall include five

(5) days prior to fall term and five (5) days prior to spring term. Days on-campus shall be exclusive of at least one calendar week:

- Between the Fall and Spring semester
- During the Spring semester
- Between Spring Semester and Summer Semester
- Between Summer Session and the first work week of the Academic Year

7.04 **ACADEMIC WEEK:** An academic week consists of all days on which an Employee is assigned to teach a class or perform other responsibilities or the Employee's scheduled office hours.

7.05 **EMPLOYEE RESPONSIBILITIES:** Employees will normally average 40 hours per week in performing professional responsibilities. This includes off campus hours under the restriction in 7.13. The responsibilities of an Employee shall be as specified in this Agreement.

7.051 **TEACHING FACULTY:** Teaching is the central part of the professional responsibilities of teaching faculty. Teaching faculty shall meet scheduled classes and office hours, perform curriculum work related to their area of expertise, participate in assessment and do academic advising in the faculty members' technical program or discipline.

7.052 **PROFESSIONAL LIBRARIANS AND COUNSELORS:** Professional librarians and counselors shall perform the duties associated with a professional librarian or counselor as defined in the job description.

7.053 **USE OF ADDITIONAL TIME:** Bargaining unit members shall use any additional time by participating in professional activities that may include, but are not limited to, the following: committee work, community services, maintenance of professional expertise, interacting with students and perspective students, cooperating with other educational institutions, cooperating with business and industry, and working with part-time faculty.

7.054 **ATTENDANCE AT COLLEGE COMMENCEMENT:** Bargaining unit members will participate in the graduation ceremony for the College and their discipline, if applicable.

7.06 **REQUIRED STANDARDS**: Faculty will meet the Higher Learning Commission and/or Ohio Board of Regents, whichever is more stringent, requirements for

reassignments or entrance to a bargaining unit position. These standards will be updated as necessary on the institution website. See Appendix F.

a. If the college determines that an employee would need to complete additional requirements as a condition of employment, the college will give written notice to the employee and the president of SSEA of any such conditions at the time the employee is initially hired. These requirements will not exceed the required standards defined above.

b. The employee must maintain any required licensure for their respective program during the entirety of their employment with the College.

7.061 **CHANGE IN REQUIRED CREDENTIALS:** If the required credentials of the appropriate certifying agency should change, the college will follow the grandfathering recommendations of the agency. Should grandfathering not be recommended, the college will give employees affected by the change the full time allowed for implementation by the accrediting agency.

7.07 **WORKLOAD DEFINITIONS:** For the purpose of establishing workload the following definitions are used:

7.071 **CREDIT HOUR:** credit assigned for a course as defined by the College inventory.

7.072 **CONTACT HOUR:** clock hour during which the Employee is responsible for supervision of activities and is in contact with students in an instructional situation.

7.073 **MULTI-CREDIT ASSIGNMENTS:** assignment consists of a clock hour during which more than one (1) course is instructed by an Employee.

7.08 **UNITS:** The normal workload for a two semester contract shall consist of thirty (30) semester units per Academic year, usually fifteen (15) units per semester unless irregularly scheduled classes are included in the employee's work load. In that instance either the time of service or the units per semester or both may vary from the normal assignment but will be agreed to by both parties. The normal workload for a three semester contract shall consist of forty (40) semester units per year, usually 15 per semester and ten (10) per summer session. An Employee who, throughout an Academic Semester, performs the activities set forth below, shall receive the number of units indicated:

7.081 **LIBRARIAN OR COUNSELORS:** A librarian or counselor shall receive 15 units upon satisfaction of the requirements of the position of librarian or counselor pursuant to Article VII, Section 7.05.

7.082 **OTHER:** Other members of the teaching faculty shall receive units as set forth below:

a. One unit for each credit hour per week.

b. Units for each laboratory contact hour per week will be .65.

c. One unit for each credit hour (up to 10 students) in internship or field experience without on-site supervision.

d. One unit for each credit hour for each credit in the first course in a multi-course assignment.

e. If courses are offered by alternative methods including, but not limited to, distance learning or individualized study, the College in consultation with the employee, shall determine the number of units assigned for the course and the appropriate method of compensation for developing the alternative methods. This may include units assigned, supplemental contracts, staff development activities or other appropriate means. If this determination differs from the unit credit as defined in 7.083 a-d, the College shall give notice of this determination to the Association, units defined shall be as equitable as possible according to the time and responsibilities involved. The Chief Academic Officer and the Association shall meet at least once annually to review the arrangements at the request of either party.

f. One unit credit for each weekly contact hour in clinical practicums in the A.D.N. and L.P.N.

7.083 **CHANGE IN PROGRAM OR NEW PROGRAM:** If a significant change in the workload in a program occurs, or if a new program is instituted by the College, the College shall determine the number of units an Employee shall receive for various responsibilities in that program, and shall give notice of this determination to the Association.

Within fourteen (14) calendar days of its receipt of this notice, the Association may request a meeting with the College for the purpose

of conferring and negotiating any disagreement over the College's unit determination. Nothing in this section shall require a modification of any other provision of this agreement on the unit determination, the Association may within fourteen (14) days of the meeting held pursuant to this Section file a grievance directly at Step Four of the grievance procedure set forth in Article III, Section 3.114 of this Agreement.

7.09 **RELEASE TIME:** Release time may be assigned by the College for the performance of professional tasks. This release time shall be specified in units and shall be counted as a part of the total assignment. Units assigned shall be as equitable as possible according to the time and responsibilities of tasks. Release time will be calculated based on one (1) credit hour being equal to two clock hours of work time. Documentation of the assignment will be forwarded to Association President within a reasonable time after such assignment has been made.

7.10 **ASSIGNMENT RESTRICTIONS:** No Employee shall be assigned, without the Employee's consent, to teach:

a. A class that is scheduled to end more than nine (9) hours after the scheduled beginning of the Employee's first class on that calendar day,

b. Classes on more than two (2) campuses in a calendar day, or

c. Classes on more than five (5) days during an academic week.

d. A class regularly scheduled to begin before 7:00 AM or regularly scheduled to end later than 10:15 PM.

e. No Employee shall be assigned release time duties without the Employee's consent unless the Employee has not satisfied the unit requirement for the Academic Year. Then the Employee is obligated to accept a mutually agreed upon release time assignment to satisfy the deficiency.

f. Participation in the development and teaching of distance learning courses is not mandatory for any Employee. Employees are encouraged to utilize distance education for supplemental purposes as appropriate. By March 1 of each academic year, the College will provide Employees with a list of Approved Learning Management Software. Approved Management Software includes software available to Employees for instruction and for which IT support and training will be available.

The College will provide the approved learning management software as recommended by the Distance Educational Subcommittee of the Technology Committee, with final approval of the CAO. The Distance Educational Subcommittee will review the approved learning management software biannually. The College will provide the approved learning management software platform and training to assist interested Employees and all other College personnel.

7.11 **CANCELLATION OF CLASSES:** Employees will not be assigned by the College to teach a class or perform duties on a day on which the College cancels classes for students.

7.12 **ON-CAMPUS ACADEMIC WORKWEEK:** During an Academic Workweek an Employee, other than a Librarian, is required to be on-campus for 32 hours, excluding time spent on campus performing duties pursuant to a supplemental contract or for which the Employee is entitled to overload compensation. An Employee who is assigned to work as a Librarian is required to be on-campus for 36 hours during a week. An Employee who is assigned to work as a counselor is required to be on-campus for 40 hours during a week. When an Employee is required by the College to perform an assignment which requires the Employee to be off campus, necessary time spent performing that assignment is time on campus within the meaning of Section 7.13.

7.121 **WORK FROM HOME:** With approval of the supervisor as defined in Section 1.06 an employee may work from home and count those hours as on-campus hours as defined in Section 7.13.

7.13 **OFFICE HOURS:**

7.131 **SCHEDULING:** Employees shall schedule with the approval of the Employee's supervisor a reasonable number of Office Hours for student advising and consultation during each Academic Workweek. Office Hours shall be as convenient as possible for students.

7.132 **POSTING OF OFFICE HOURS:** The current Office Hours (and current class schedule) of each Employee shall be posted in a reasonable location and listed in the office of a designated College administrator.

7.133 **INDIVIDUAL SCHEDULING OF APPOINTMENTS:** If a student is unable to meet with the Employee during regularly scheduled Office Hours, they shall meet at a reasonable time mutually agreed on by them.

7.134 **CANCELING OF OFFICE HOURS:** If an Employee is unable to be present during the Employee's scheduled Office Hours, the Employee shall post a notice to that effect in a reasonable location and notify the designated College administrator.

7.14 **EMPLOYEE PREPARED MATERIALS**: The employee will maintain ownership of all instructional materials which they create unless the college compensates the employee for their creation. Any such compensation arrangements will be made in writing.

7.15 **PHILOSOPHY ON DISTANCE LEARNING:** The SSEA and the College agree that it is desirable to offer distance learning courses in order to provide an alternative method of learning to the traditional classroom. Such courses are considered an addition to the options available to the students, not a replacement of classroom based courses.

7.16 **DEVELOPMENT OF A DISTANCE LEARNING COURSE SHALL PROCEED AS FOLLOWS:**

7.161 An Employee who wishes to develop a course in distance learning format will send a written request to the appropriate dean.

7.162 If the request is approved, the Employee will be required to participate in approved course development training appropriate to the distance learning format, unless the Employee has already received such training. The College will provide approved training sessions or pay the cost of attending them. At least one approved training program will be available each year.

7.163 During the period of training and/or development, the College will assign to the Employee trained instructional design, technical, and clerical support personnel. The College will also provide the Employee with the necessary tools for development, including hardware, software, and peripherals that relate to the approved learning management software, and including those utilized by any delivery models as outlined in 7.10f.

7.164 All distance learning courses developed will utilize a common course template within the learning management system. This template will be developed by the Distance Learning Subcommittee, Distance Education Coordinator, and approved by the CAO. Once developed the template will be reviewed and updated annually as needed. Any changes to the template will be sent to faculty concurrently

with the approved learning management system and learning technology.

7.17 COMPENSATION FOR THE DEVELOPMENT OF DISTANCE LEARNING COURSES SHALL BE DETERMINED AS FOLLOWS:

7.171 ONLINE COURSE DEVELOPMENT: The Employee will be compensated with release time equal to 1.5 times the number of units assigned to the course for the first time s/he develops an asynchronous online course. Compensation for a blended course will be released time equal to the number of units assigned to the course. Release time will be awarded for either an asynchronous online course or a blended course but not both. This release time is considered part of an Employees load and is included in the twenty-one (21) credit hour maximum.

7.1711 COLLEGE'S USE OF EMPLOYEE DEVELOPED ONLINE COURSES: For subsequent development, the Employee may agree to be compensated through an ancillary contract at overload rate for the number of units assigned to an asynchronous online course and one-half the number of units assigned to a blended online course. When the Employee accepts this compensation the College and the Employee agree to offer the developed online course with these restrictions:

- The Employee will be able to continue to use the developed online course for SSCC classes, but will not use the course at other institutions without the prior written permission from SSCC for as long as they are still an Employee of SSCC.
- The Employee will be able to grant the use of the developed online course to other educators.
- The College will not have use of any components that include the image, voice, or name of the Employee without written release from the faculty member.
- The College may transmit the course and use instructors other than the Employee.
- The instructor is responsible for revisions that prepare the course for delivery and revisions needed to meet approved curriculum changes. If the College needs an Employee to make these revisions or to mentor an instructor then this will be posted as a supplemental.

7.1712 EMPLOYEE OWNERSHIP OF ONLINE COURSES: For subsequent development, the Employee may refuse to be compensated. If an Employee does not accept compensation for development of the course then he/she shall retain ownership of the course and any use of the course by another instructor will be at the discretion of the Employee. Employee's electing to forego compensation will be entitled to the same liability protection as those teaching face-to-face courses.

7.172 ITV COURSE or SYNCHRONOUS ONLINE COURSE DEVELOPMENT: The Employee will be compensated with release time equal to 1.0 times the number of units assigned to the course for the first-time development. For subsequent development, the Employee will be compensated at overload rate times one-half the number of units assigned to the course.

7.173 COURSE DEVELOPMENT BY OTHER FORMATS: The Employee will be compensated with release time units, the number of which will be as equitable as possible according to the time and responsibilities involved. Any such arrangements will be in writing and forwarded to the Employee and the Association President.

7.18 DELIVERY OF DISTANCE LEARNING COURSES SHALL PROCEED AS FOLLOWS:

7.181 During the delivery of a distance learning course, the College will assign to the Employee trained technical and clerical support personnel. The College will also provide the Employee with the tools necessary for delivery, including hardware, software, and peripherals that relate to the approved learning management software, and including those utilized by any delivery models as outlined in 7.10f.

7.182 Because of the inherent nature of isolation that the online environment produces, online instructors need to inform students of their response time. An established timeframe for faculty response to students shall be established for all online courses to distinguish them from correspondence courses per Higher Learning Commission guidelines. This timeframe for the 2013-14 academic year will be 72 hours, exclusive of holiday, weekends, and breaks. For subsequent academic years the response timeframe will be

determined by the CAO based on consultation with the Distance Education Subcommittee, online faculty, Distance Education Coordinator, and Deans. The response timeframe will be reviewed annually and any changes to the timeframe will be provided to faculty prior to the beginning of the Fall term.

7.19 CLASS SIZE FOR DISTANCE LEARNING COURSES SHALL BE DETERMINED ACCORDING TO THE FOLLOWING:

7.191 ONLINE COURSES: Class size shall be a minimum of six (6) and a maximum of fifteen (15) the first time an Employee teaches an online course. Thereafter, class size shall be limited to the nominal size of the class or twenty (20), whichever is less. The minimum and maximum class size is subject to change if they are mutually approved by the Employee and the CAO.

7.192 ITV COURSE OR SYNCHRONOUS ONLINE COURSE DEVELOPMENT: Class size shall be limited to twelve the first time the Employee teaches an ITV course. Thereafter, class size shall be limited to the nominal size of the course or twenty (20), whichever is less. The number of sites will be limited to two (2) remote sites.

7.20 COMPENSATION FOR DELIVERY OF DISTANCE LEARNING COURSES SHALL BE DETERMINED ACCORDING TO THE FOLLOWING:

7.201 ONLINE COURSES both SYNCHRONOUS and ASYNCHRONOUS: The compensation for offering an online course will be equal to the number of units of the course plus one (1) additional unit for the first section of the course offered during a term which exceeds a class size of fifteen (15). Additional sections of that same course will be compensated at the number of units assigned to the course.

7.202 The compensation for an ITV course shall be the units assigned for the course plus one (1) unit for each remote site over one (1).

7.203 OTHER FORMATS: The compensation for the delivery of a course using a format other than online or ITV will be as equitable as possible according to the time and responsibilities.

7.21 EMPLOYEE RIGHTS AND RESPONSIBILITIES FOR A DISTANCE LEARNING COURSE: The Employee agrees to teach the distance learning

course at least twice within two (2) years of completing the training and/or development unless one of the following conditions applies.

7.211 The Employee is denied first right of refusal within the time frame stated above.

7.212 The course is cancelled.

7.213 The Employee and the appropriate dean agree that the course is not suitable for the distance learning format.

7.214 The College does not schedule the class at least three (3) times over a two (2) year period.

7.215 The College fails to meet one (1) of the conditions stipulated in Articles 7.172 through 7.173.

7.216 Technical components or services upon which delivery of the course depends have not provided a minimum of ninety percent (90%) delivery rate the first time the Employee offers the course.

7.217 The Employee decides not to offer the course, in this case the Employee returns the funds received to develop the course.

7.22 **EMPLOYEE PREPARED MATERIALS:** The College confers upon the Employee ownership of all materials prepared for the classroom, educational, or professional purposes. In matters of distance learning, the College may transmit an Employee-created course and materials during the quarter/semester in which the Employee has contracted to teach the course and/or when the Employee is developing the course. Except when 7.1711 applies, the College may not retransmit said materials in future quarters/semesters without written agreement between the College and the Employee that includes just compensation.

ARTICLE VIII

ADVANCEMENT IN RANK

8.01 **ACADEMIC RANK:** Employees of the College are classified in the five academic ranks set forth below. The minimum criteria for an Employee to be promoted to one of these ranks are set forth below:

8.011 INSTRUCTOR:

a. Undergraduate degree or equivalent professional work experience in the field of specialization as determined by the College.

b. Evidence of potential professional teaching ability.

c. Evidence of professional development plan in achieving a Master's degree within five (5) years.

8.012 ASSISTANT PROFESSOR:

a. Master's degree or equivalent professional work experience in the field of specialization, which must consist of at least three (3) years of successful full-time college teaching.

b. Evidence of professional teaching ability.

c. Evidence of professional interest in continuing education endeavors.

d. At least three (3) full-time Academic Years in the previous rank at Southern State Community College for all currently employed SSCC Employees seeking promotion to this rank.

8.013 ASSOCIATE PROFESSOR:

a. Master's degree plus forty-five (45) additional graduate quarter hours/30 additional semester hours of study or equivalent professional work experience in the field of specialization, which must consist of at least five (5) years of successful full-time college teaching.

b. Evidence of professional ability to teach a variety of subjects and develop curricula where required in fields of specialization.

c. Evidence of active professional leadership in faculty activities both in and out of the classroom.

d. Evidence of professional interest in continuing educational endeavors.

e. At least three (3) full-time Academic Years in the previous rank at Southern State Community College for all currently employed SSCC Employees seeking promotion to this rank.

8.014 PROFESSOR:

a. Doctorate degree, and at least seven (7) years of successful full-time college teaching or a master's degree plus 60 additional graduate quarter/45 additional graduate semester hours from a regionally accredited institution or the equivalent combination of graduate quarter/semester hours and other professional activities approved by the CAO, and ten (10) years successful teaching with Southern State. Two thirds of all graduate hours must be directly related to the employees' job responsibilities. Hours completed prior to September 1, 1998 will be grandfathered.

b. Evidence of professional ability to teach a variety of subjects and develop curricula where required in fields of specialization.

c. Evidence of active professional leadership in faculty activities both in and out of the classroom.

d. At least three (3) full-time Academic Years in the previous rank at Southern State Community College for all currently employed SSCC Employees seeking promotion to this rank.

8.02 RANK/COMPENSATION: Rank and compensation are not related.

8.03 **PROMOTION COMMITTEE:** Employees may apply for promotion to the Promotion Committee. The Promotion Committee shall be comprised of the Chief Academic Officer or an academic officer who holds the rank of Campus Director or higher, one other administrator, and three faculty members elected on an annual basis by the Employees. Employees who apply for promotion shall not be eligible to serve on the Promotion Committee during the Academic Year in which their application is considered. The Committee shall be chaired by the Chief Academic Officer or an academic officer of the College who holds the rank of Campus Director or higher.

8.04 **PROMOTION APPLICATIONS:** Applications for promotion must be submitted to the Academic Dean no later than March 1 preceding the Academic Year in which any promotion would become effective. The Promotion Committee shall review the timely application of any Employee and make its recommendation concerning the granting or denial of promotion. The affirmative vote of a majority of the members of the Committee shall be required for a recommendation to the President to grant a promotion. Employees must meet the minimum criteria for promotion set forth in this Agreement.

8.05 **RECOMMENDATION TO COLLEGE PRESIDENT:** The Promotion Committee shall forward its recommendation concerning an application to the President of the College. The applicant shall be given written notification of the final decision, with appropriate justifications, within ten (10) days. An Employee may withdraw the application at any stage of the procedure.

8.06 **LIBRARIANS OR COUNSELORS:** In each of the ranks, librarians or counselors can substitute successful performance of full-time duties as a librarian or counselor at a college level for the full-time college teaching requirement.

ARTICLE IX

EVALUATION

9.01 **EVALUATION GUIDELINES**: The evaluation shall at minimum conform to the Amended Substitute House Bill 152 – Section 84.14 Employee Performance, and the related guidelines of the Ohio Board of Regents.

9.011 **PURPOSE:** The purpose of the evaluation process is twofold:

1. validation of effective teaching, professional development, and service.

2. improvement of effective teaching, professional development, and service.

9.02 **AREAS OF EVALUATION**: Employees will be evaluated on their job requirements as defined in 7.051. Each year an Employee will be evaluated in the area of "teaching". Professional Development and Service to the college should be included in an Employee's evaluation plan at least once in a three year period.

9.03 **REFERENCE MATERIALS:** The CAO will maintain a file of reference materials in the LRC. This file will include:

a) Samples of evaluation methods and tools

b) Samples of evaluation plans used by other faculty

9.04 **FREQUENCY OF EVALUATION**: An Employee will be evaluated each year.

9.05 **PERSONNEL FILE**: A document to be placed in the personnel file is attached. The Employee, the Director of the Program where accreditation requires, the Dean of the division, and the CAO will sign the document before it is placed in the personnel file. A summary of the evaluation results will be kept in the Employee's file in the office of Human Resources.

9.06 EVALUATION PROCESS:

9.061 **STEP 1:** By October 1 of each academic year, the Director of the Program where accreditation requires, the Dean of the division or the CAO will request Employees submit their new evaluation plans by October 31.

9.062 **STEP 2:** The Employee will develop a written evaluation plan that will include his/her goal that will address validation and improvement of effective teaching and methods to achieve that goal. Service to the college and professional development will also be addressed at least once every three years. This plan can be a revision and enhancement of the evaluation plan from the previous year.

9.063 **STEP 3: The Fall evaluation meeting:** The Director of the program where accreditation requires, Dean of the division, or the CAO will schedule a meeting with each Employee to be evaluated to discuss

- Employee's progress on the previous year's evaluation plan, and the Employee's new evaluation plan.
- Both parties will sign the new plan. This meeting will be held prior to the end of the fall quarter/semester.

9.064 **STEP 4:** The Employee will have one year to complete the evaluation activities. The Employee or the Evaluator may schedule meetings throughout the academic year to discuss progress and roadblocks.

9.065 **STEP 5:** The final review of the evaluation plan will be completed during the Fall semester evaluation meeting. At that time, Employee and the Evaluator will be finalizing one plan and imposing a new one.

9.066 The Director of the program where accreditation requires, Dean of the division or the CAO will verify in writing that an Employee who has completed these steps has met the contract requirements for evaluation.

9.067 The Employee may appeal any decision by the Director of the program where accreditation requires, the Dean of the division to the CAO at any step of the evaluation process.

9.07 FACULTY EVALUATION METHODS AND TOOLS:

9.071 TEACHING: The primary goal of evaluation is Validation and Improvement of teaching skills. Employees will be evaluated in teaching yearly. The evaluation plan will include a goal that the Employee would like to accomplish and a method or action that would help achieve that goal. Goals may be either short term or long term goals. Long term goals may not be accomplished in one year, but progress toward completion of the goal would be reviewed yearly.

The faculty member will select an area of teaching focus to be evaluated. The faculty member will describe the area of evaluation, why he/she wish to focus upon this area, and the outcomes he/she hope to achieve. This area of evaluation will be agreed upon by the faculty member and the Program Director, CAO, or Dean. If an area of evaluation is not agreed upon, an ad hoc committee consisting of two faculty and two administrators will review the evaluation plan and determine the appropriateness. The ad hoc committee will make the final determination on the evaluation plan.

Additionally, faculty should list any resources not currently available necessary to conduct the evaluation. If requested resources cannot be made available, alteration to the evaluation plan will be necessary.

Examples of areas of focus could be areas of Good Teaching listed below, but are not limited to these areas:

- Content Expertise
- Instructional Delivery Skills
- Instructional Design Skills
- Course Management Skills

Goals that address any of these areas could address Validation and Improvement of teaching skills.

Faculty members not meeting outcomes stated, but who have followed through with the evaluation plan and can provide evidence of said work, will be considered to have successfully completed the evaluation process. Faculty members who do not meet outcomes and who have not utilized the process they agreed to fulfill will be

asked to explain the reason for noncompliance, and if necessary, a corrective plan of action will be established.

9.072 **PROFESSIONAL DEVELOPMENT**: Professional development activities vary greatly from one Employee to the next and from one year to the next. Employees who worked on professional development activities as part of their workload will, in consultation with the CAO, determine what specific aspects of their professional development will be considered during the evaluation period. Examples of acceptable evaluation methods and tools include, but are not limited to:

- Documentation of successful completion of additional credit courses
- Documentation of the successful completion of continuing education courses
- Documentation of attendance or participation in a local, state, national, or international professional conference or seminar
- Documentation of subscriptions to professional publications
- Evidence of original work, research, consulting activities, etc.
- Manuscripts
- Documentation of professional presentations
- Documentation of publications, articles, books, etc.

9.073 **SERVICE TO THE COLLEGE**: Employees who provide service to the college as part of their workload will, in consultation with the Director of the program where accreditation requires, the Dean of the division or the CAO, decide what specific service-oriented activities will be considered during the evaluation period.

Examples of acceptable service activities which faculty members may choose to include in their evaluation plans include, but are not limited to:

- Evidence of committee service
- Evidence of academic advising
- Evidence of participation in/support of student activities and projects
- Evidence at attendance at college-wide meetings, meetings of the board of trustees, meetings of student groups, etc.
- Evidence of acting as a representative of the college at local, state, or national activities
- Evidence of special projects completed, including those for which compensation is received.

9.074 STUDENT COURSE EVALUATIONS: Student course surveys will be administered in all courses. The student survey instrument utilized will be determined by the CAO in consultation with the Deans and Division Coordinators. Results of the surveys are to be used by faculty for improvement of teaching and learning. Faculty may choose to use the evaluation surveys as part of his/her evaluation process or as part of the program review process. However, if the faculty member's program accreditation process stipulates that the evaluation must be used, then it will be used in their evaluation.

INDIVIDUAL FACULTY EVALUATION PLAN (AND REPORT)
(ACADEMIC YEAR)

Name: _____ Date: _____

Rank: _____

Department: _____

This is to certify that this Employee has completed the evaluation process as defined in Article IX of the bargained agreement.

Faculty Signature: _____

Date: _____

Dean of the Division Signature: _____

Date: _____

CAO Signature: _____

Date: _____

ARTICLE X

DISCIPLINE AND DISCHARGE

10.01 **DISCIPLINE/DISCHARGE:** The College will not discharge or discipline an Employee during the term of the Employee's individual contract, or decline to offer an Employee a contract for the next Academic Year, without just cause provided, however, that this Article X shall not apply to the nonrenewal of the contract of an employee who will not have completed more than two (2) Academic Years as an Employee of the College at the end of the current Academic Year or to the nonrenewal of a contract for the reasons set forth in Section 11.03 of Article XI of this Agreement.

10.02 **WRITTEN NOTICE:** In the event the College is formally considering the discharge of an Employee during the term of the Employee's individual contract, or declining to offer an Employee a contract for the next year in circumstances to which this Article X applies, it shall give written notice to the Employee that such action is under consideration. This notice shall summarize the reasons under consideration.

10.03 **RIGHT TO HEARING:** An employee who is given such notice may request a hearing before an administrator designated by the College within 14 calendar days of the Employee's receipt of it. This request shall be in writing, shall be given to the Employee's supervisor, and shall include a summary of the reasons the Employee contends the action should not take place and identify the written provision or provisions of this Agreement, if any, claimed to have been violated.

10.031 **HEARING TIME AND PLACE:** The hearing before the administrator shall take place at a reasonable time and place to be mutually agreed on.

10.032 **HEARING CONTENT:** The College shall set forth at the hearing the reasons for which it is considering discharge of, or declining to offer a contract to, the Employee. The Employee may ask questions concerning these reasons and present relevant information. The Employee may at his option be represented by the Association or a person designated by the Association at this hearing.

10.033 **IN LIEU OF GRIEVANCE:** An Employee who invokes the hearing procedure set forth in this Section 10.03 of Article X may not file a grievance pursuant to Section 3.11 of Article III.

10.04 **COLLEGE DECISION:** Following the hearing set forth in Section 10.03 of this Article X, the College shall review the information and reasons presented at the hearing and the Employee's personnel file and decide whether to discharge, or decline to offer a contract to the Employee. The Employee will be given notice of this decision within 21 calendar days of the end of the hearing or within seven calendar days of the first meeting of the College's Board of Trustees following the hearing, whichever is later. The College's notice given pursuant to this Section shall constitute a Step three grievance answer, and the Association may invoke Step four of Article III, Section 3.114, pursuant to the provisions of that Step.

ARTICLE XI

SENIORITY

11.01 **DEFINITION:** Seniority is defined as the length of continuous full-time service as an Employee.

11.02 **SENIORITY LIST:** The College will furnish to the Association a list showing the seniority of each Employee on or about October 15 of each year.

11.03 **TERMINATION OF SENIORITY STATUS:** An Employee's seniority and employment status shall terminate if:

a. The Employee resigns.

b. The Employee is discharged for just cause.

c. The Employee has not entered into an individual contract, pursuant to Article VI of this Agreement, for the following Academic Year.

d. The Employee has been absent from work because of illness or injury through the end of the Academic Year following the Academic Year in which the Employee utilizes the last of the Employee's paid sick leave under Article 18.03 and/or exhausts all other available leave provided herein or by law.

e. The Employee fails to report for work at the time at which he/she is scheduled to report on or after the beginning of an Academic Year, unless a just cause reason is given to the College.

f. The Employee retires.

11.04 **FORMER EMPLOYEE SENIORITY STATUS:** A former Employee who is employed by the College in a position outside this bargaining unit shall retain seniority accumulated in this bargaining unit, but shall not accumulate additional seniority.

11.05 **SENIORITY UPON RECALL:** An Employee's seniority status will terminate if the Employee fails to notify the College of the Employee's intent to return from layoff within seven calendar days after the Employee is notified personally or by certified mail of recall from layoff, unless this time period is extended by agreement of the College and the Employee.

11.051 RETURN FROM LAYOFF: An Employee will report for work from layoff within fourteen (14) days, or such longer time as the College and Employee may agree, of the date the Employee is notified of recall from layoff, unless a just cause reason is given.

ARTICLE XII

FILLING OF VACANCIES

12.01 **(PROFESSIONAL) VACANCY DEFINED:** A Professional vacancy is defined as a full-time, supplemental, or summer session position with duties of a professional nature either academic or administrative which is either newly created by the College or the College determines to fill which requires a minimum of a baccalaureate degree and a minimum payment of $4000.

12.02 **POSTING:** When the College determines that a Professional vacancy exists the College shall post the position. Postings for professional vacancies will include duties, compensation, and qualifications and will be emailed to faculty at least seven (7) days before the vacancy will be filled during an academic term, and fourteen (14) days before the vacancy will be filled during summer session or spring breaks.

12.03 **BARGAINING UNIT MEMBER PREFERENCE:** Bargaining unit members, including those on layoff under the conditions of 13.08 will be considered for any professional vacancy prior to the College considering applicants who are not employed by the college. Posting will be in accordance with Section 12.02. Within seven (7) days of the date on which the person selected is notified, an Employee who applies and who is not assigned to the vacancy, shall be notified of that fact, and if requested, the reasons. If the position is a bargaining unit position and the college does not approve a transfer to the new position, the employee may request to be a finalist in the search assuming the employee meets the required standards for entrance into that program area as defined in 7.06.

12.04 **CRITERIA FOR FILLING VACANCY:** Following this posting period, the College shall consider the following in filling any such vacancy:

a. skill and ability

b. work performance

c. education and training

d. experience

e. the overall staffing needs of the College

f. the fiscal and budgetary circumstances of the College

g. seniority

Where factors (a) through (d), above, are relatively equal, seniority shall govern.

ARTICLE XIII

REDUCTION IN FORCE

13.01 **UNFILLED POSITIONS:** Positions which are vacant due to the resignation or retirement of an Employee will not be considered a reduction in force as it is referred to in the rest of this Article.

13.011 **REVIEW PROCESS:** When a position becomes vacant due to the retirement or resignation of an Employee, a Program Review Committee consisting of administration, and faculty chosen by the faculty senate, will review faculty staffing needs and make recommendations to the Chief Academic Officer.

13.02 **CONDITIONS FOR RIF:** Reduction in force, as determined by the College, may result from an underutilization of staff, program retrenchment, or financial exigency.

13.03 **UNDERUTILIZATION OF STAFF/PROGRAM RETRENCHMENT:** RIF due to underutilization of staff or program retrenchment will follow these guidelines:

13.031 **PROGRAM REVIEW COMMITTEE:** When a program or enrollment review process conducted by a Program Review Committee consisting of administration, and faculty chosen by the Faculty Senate, identifies problem areas such as underutilization of staff, enrollment declines or other program difficulties, the Committee shall meet with the President to consider alternatives for correcting the difficulty prior to reducing faculty or eliminating entire or partial programs.

13.032 **NOTIFICATION:** Individual faculty members who will be affected by the proposed reduction will be notified by the end of Fall Quarter/Semester that their contract will be terminated at the conclusion of their individual contract unless financial exigency is declared.

13.033 **CHANGE IN CONTRACT DURATION:** Should the RIF result in the reduction of a 3 semester contract to a 2 semester contract the employee affected will be offered the 2 semester contract.

13.04 **DEFINITION OF FINANCIAL EXIGENCY:** An imminent financial crisis which threatens the viable operation of the institution.

13.05 **LAYOFF DUE TO FINANCIAL EXIGENCY:** If a layoff is declared due to a financial exigency declared by the Board, the President shall notify in writing the faculty members affected and the SSEA at least thirty (30) calendar days prior to the effective date of said layoff. The College and SSEA will discuss possible ways of avoiding such layoff. Such discussions will not extend the effective date of layoff except by written agreement of both parties to this contract. The College shall first determine which nonpersonnel expenditures shall be curtailed before laying off faculty.

13.06 **ORDER OF LAYOFF:** In the program area(s) affected, providing that the remaining faculty can reasonably cover the remaining teaching assignments, full-time faculty with the least seniority shall be the first to be reassigned or laid off. Seniority is defined in Section 11.01. In situations where two or more faculty members have the same seniority and remaining teaching assignments could be reasonably covered, then the following criteria, in the order listed, shall be used to determine the order of reassignment or layoff:

a. Part-time employment at SSCC prior to full-time employment.

b. Date of application for full-time employment.

c. Date of full-time appointment letter.

The College shall maintain a seniority listing of full-time faculty by program area.

13.07 **REASSIGNMENT:** Faculty who seek a reassignment to another program area when an opening exists shall meet the required standards for entrance into that program area.

13.08 **RECALL:** Recall may result because of an additional need for faculty, program reestablishment or the alleviation of financial exigency. A faculty member who is laid off will retain seniority at the effective date of layoff for up to two (2) years. During that two-year period, the faculty member shall be notified of any professional vacancy in the college in accordance with Section 12.02. Recall shall proceed according to the principles of seniority. Recalled faculty shall be reappointed at the same rank and employment status held at the time the Employee was laid off. If the laid-off faculty member is not recalled within the two-year period, the faculty member's appointment and seniority shall automatically be terminated.

13.09 **HEALTH CARE:** In the case of financial exigency, the College shall continue payment of the affected employee's medical benefits for two (2) months following the effective date of the RIF. The Employee may continue all benefits provided by the College at the time of RIF in accordance with COBRA.

ARTICLE XIV

ASSIGNMENTS AND TRANSFERS

14.01 **TEACHING ASSIGNMENT DEFINED:** A teaching assignment is defined as the courses for which an Employee is responsible for instruction.

14.02 **TRANSFER DEFINED:** A transfer is a change in the teaching assignment of the Employee for an Academic Semester.

14.03 **APPLICATION FOR SPECIFIC TEACHING ASSIGNMENTS:** The College shall distribute a preliminary schedule of classes to be offered for the academic year. This preliminary schedule will be submitted to faculty before the end of the prior academic year. Within two weeks following the distribution of this preliminary schedule, Employees will submit their load requests, up to twenty-one (21) units to the College. The College shall email all changes to this schedule prior to the classes being staffed. The minimum load of thirty (30) semester units per academic year must be in the primary discipline or directly related discipline area for which the Employee was hired, unless agreed upon by the Employee and the immediate supervisor. Any deviation from the Employee's selection and the College assignment will be discussed with the Employee prior to the publication of the final schedule and assignments.

14.04 **POSTING OF TENTATIVE YEARLY SCHEDULE:** After determination of Employee teaching assignments, the College shall establish and post a Schedule of Classes and Employee teaching assignments for the academic year. This year-long schedule of classes and Employee teaching assignments shall be posted by March 1 of the current academic year and emailed to all faculty at that time.

14.05 **FINAL TERM SCHEDULE and FINAL FACULTY ASSIGNMENT for the TERM:** The College will post the final term schedule at least three (3) weeks before the schedule is submitted to the registrar and will be available on the College's Sharepoint site for faculty review. An email will be sent to all faculty alerting them to the submission to the registrar. Any Employee who wishes to revise his/her teaching load and/or to teach an additional class to which no Employee has been assigned shall be given written notice to the College within two (2) weeks of the posting and email the final academic term schedule. Additional changes to this final schedule will be emailed to faculty including additions or subtractions due to enrollment.

14.06 **CRITERIA FOR ASSIGNMENTS:** In assigning Employees who have given notice as provided in Section 14.03, the College shall consider the following factors:

a. Skill and ability.

b. Work performance.

c. Education and training.

d. Experience.

e. The overall staffing needs of the College.

f. The qualifications of remaining Employees to perform remaining assignments.

g. Seniority.

Where factors (a) through (d), above, are relatively equal, seniority shall govern. The College may, however, based on the needs of the College, including factors (e) and (f), above, make assignments to Employees other than those who would have been assigned pursuant to the preceding sentence.

14.07 **MAXIMUM NUMBER OF UNITS:** Before non-Employees are assigned to teach unassigned classes, Employees who have given notice as provided in Section 14.03 and who are qualified to do so, shall be assigned to teach such classes, provided, however, that no Employee has been assigned to teach more than twenty-one (21) Units in any Semester of an Academic Year. If the College requests the bargaining unit member to teach more than twenty-one (21) hours, then the bargaining unit member shall receive a payment of one and a half (1.5) times the overload payment in Section 16.042 for each unit above twenty-one (21).

14.071 If the College determines there is a need for faculty to teach more than the maximum outlined in 14.07, then the College will send Employee's a list if available courses with a new maximum limit. If this list is sent out two (2) weeks or more before the beginning of the semester, Employees will have one week to submit a request to teach specific classes. If this list is sent out less than two (2) weeks before the beginning of the quarter/semester, Employees will have two (2) days to submit a request to teach specific classes. First priority for these units will be to qualified Employees who teach

these units and still have loads under twenty one (21) units. If this condition is not applicable then section 14.06 will apply to all qualified Employees. Final approval of all Employees loads will be made by the CAO.

14.08 **OVERLOAD:** When there are classes which are not offered on the regular semester schedule, the College will designate the semester to which the units would be applied for overload purposes.

14.09 **TRANSFERS:** After the assignment of Employees as provided in Section 14.04 of this Article XIV, the College may, after consultation with an affected Employee, reassign and transfer an Employee because new classes or sections of courses are offered or classes or sections of courses are eliminated from the schedule.

14.10 **SUMMER SESSION ASSIGNMENTS:** An Employee may notify the College of the Employee's desire to teach during the Summer Session. This notification shall identify the classes the Employee desires to teach. Teaching assignments for the Summer Session will be offered to qualified Employees who have so notified the College before they are offered to other persons. The College will not assign an Employee more than 15 Units for a Summer Session unless other qualified Employees, who have notified the College of their desire to teach during the Summer Session, have been offered the opportunity to teach the class in question.

ARTICLE XV

GENERAL PROVISIONS OF EMPLOYMENT

15.01 **PERSONNEL FILE:** The College shall maintain a personnel file for each bargaining unit member.

15.011 **CONTENTS OF FILE:** The personnel file shall include items relating to work performance, discipline, evaluation and routine financial and personnel information. The Association will be apprised of the location of the Employees' personnel files. Employees will be given copies of materials placed in their personnel files. Anonymous documents shall not be placed in the personnel file.

15.012 **EMPLOYEE REVIEW OF PERSONNEL FILES:** An Employee shall have reasonable access to the Employee's personnel file on request; normally, access will be provided within one working day of the request. An Employee, upon request, shall be given a copy of all documents and materials from the personnel file within a reasonable period of time, normally within one working day of the request. A representative of the Association may be present while an Employee inspects the Employee's personnel file and/or may inspect that Employee's personnel file.

15.013 **SUBMISSIONS TO PERSONNEL FILE:** An Employee may respond in writing to any evaluation or other document or material contained in the Employee's personnel file, and may place a reasonable quantity of documents and materials that are relevant to the Employees qualifications or work performance for the College. Any such response, document, and material will be retained in the Employee's personnel file.

15.014 **PUBLIC ACCESS TO PERSONNEL FILES:** Access to an Employee's personnel file by persons other than the Employee shall be governed by applicable federal and state law. No information, the release of which is prohibited by federal or state law, shall be made available. Personnel files will not be removed from College premises under circumstances prohibited by law. The College will notify the Employee that his/her file has been accessed.

15.015 PERSONNEL FILE INFORMATION: The College shall maintain in the personnel file only that information that is consistent with Ohio Revised Code Section 1347.

15.02 JOB DESCRIPTIONS: The College shall establish a job description for Employee positions setting forth the duties of each position, and a copy shall be sent to the Association President. Changes in job description(s) shall require agreement between the Association and the College to the extent required by law.

15.03 COMMITTEES: The College shall establish committees on curriculum, the College calendar, academic policies and procedures, academic assessment, and Employee development, and may from time to time establish faculty and administrator search committees and other committees. Employees will be offered the opportunity to be members of such committees, and Employees shall participate in and devote reasonable time and effort to committee work, as required by Article VII, Section 7.05 of this Agreement. Such committees may make recommendations to the College concerning matters considered. The College shall receive and consider any such recommendations.

15.031 SEARCH COMMITTEE: Search committees for Employees shall include Employees who teach in the area in which the vacancy exists, and for an administrator shall include an Employee(s) in accordance with Article 15.03.

15.032 FACULTY SENATE CHAIR/SSEA PRESIDENT: Association members who hold these two positions will be granted two (2) semester hours of release time per Academic Year to fulfill the obligations of the office. These hours count toward the maximum load outlined in 14.07.

15.04 COLLEGE CALENDAR: Each Employee shall be given a copy of the calendar for an Academic Year prior to the end of the Spring semester of the previous Academic year. The calendar shall identify all holidays.

15.05 CLASS SIZE: Class size will be determined prior to the submission of each semester schedule in consultation with the Curriculum Committee. No more than this number of students may be assigned to a class without the prior agreement of the Employee who is the instructor of the class.

15.06 HEALTH AND SAFETY:

15.061 PHYSICAL FACILITIES: The College shall provide restroom and lavatory facilities on each campus which will be designated exclusively for College Employee use.

15.062 SIGNIFICANT OR UNUSUAL HAZARDS: No Employee shall be disciplined for refusing to work under conditions that constitute a significant or unusual hazard to the health or safety of Employees or the College's students. An Employee who believes that the environment in which the Employee works is unsafe or insecure shall notify the Employee's immediate supervisor. The College will promptly investigate the matter and shall advise the Employee of the status of the action, if any, taken with respect to the matter.

15.063 WORKPLACE SAFETY AND HEALTH: Employees shall follow all work and safety rules, procedures, and regulations as from time to time may be promulgated by the College and these rules, procedures and regulations shall be promulgated in accordance with applicable law. The College shall train Employees as required by these laws, and Employees will attend such training sessions at College expense and/or review training materials that are disseminated. The Board, the College, the Association and the Employees shall abide by all applicable federal, state, and local workplace laws.

15.064 ADMINISTRATION OF MEDICATIONS: No employee shall be required, as a part of their workload, to administer any medication, medical procedure, or other health procedure. Bargaining unit members are authorized to perform and/or supervise students to perform administration of medication, medical procedures, or other health procedures for purposes of instruction within the context of approved curriculum. Employees may administer cardiopulmonary resuscitation or the abdominal thrust maneuver in cases where delay may be detrimental to the outcome of the ill individual. In such cases the College shall indemnify and hold blameless the Employee regardless of the outcome.

15.07 KEYS: Each Employee shall be issued all keys needed to allow the Employee access to the Employee's instructional and to common Employee areas within a reasonable period of time. An Employee shall notify the President's Office or the appropriate administrator if the Employee misplaces or loses a key.

15.08 **SUPPORT STAFF:** The College shall designate a clerical person on each campus whose primary responsibility will be to perform clerical duties related to workload assignments for Employees. Faculty assignments to the clerical person shall be given priority over non-faculty assignments. Any conflicts shall be reported to the Chief Academic Officer or to an academic officer of the College who holds the rank of Campus Director or higher. Employees will be notified of the identity of this person and the clerical person will be notified.

15.09 **TRANSPORTATION:** No Employee shall be required by the College to transport students or College equipment in his, the Employee's, personal vehicle.

15.10 **MAIL, ELECTRONIC MAIL, COMPUTER ACCESS:** The College will not monitor or access the mail or electronic mail of Association members that is transmitted, retransmitted or received using College-provided facilities, devises or equipment without reasonable suspicion of unlawful activity.

15.11 **DISCRIMINATION CLAUSE:** Neither the College nor the Association shall discriminate against any Employee because of that Employee's race, creed, color, national origin, sex, age (as defined in the Age Discrimination in Employment Act of 1967, as amended, or in Ohio law governing age discrimination), or handicap/disability (as defined in the Rehabilitation Act of 1973, as amended, in Ohio law governing handicap discrimination, or in the American With Disabilities Act of 1990). The provisions of this Section 15.11 shall not be subject to the grievance procedure set forth in Article III of this Agreement.

15.12 **NO SMOKING POLICY:** The College and the Association agree that there will be no smoking by any Employee in any campus building, consistent with the College's and the State of Ohio's No Smoking Policy.

ARTICLE XVI

COMPENSATION

16.01 **THREE SEMESTER CONTRACTS:** Compensation for duties performed pursuant to a Three-Semester contract shall be at the same rate for the Academic Year pro-rated on the basis of the nine (9) month Academic Year contract. This shall be compensated at four-thirds (4/3) of a nine (9) month Academic Year contract, [the summer session] will usually be a ten (10) semester hour work load and will be no more than ten (10) weeks in length. Payment shall be on usual pay dates during the Three-Semester contract period.

16.02 **SUPPLEMENTAL CONTRACTS:** Compensation for duties performed pursuant to a supplemental contract shall be paid as set forth in the supplemental contract between the Employee and the College. Employees performing the same or similar duties pursuant to a supplemental contract shall be paid at the same or similar rates of compensation. Faculty Liaisons (by whatever title), who are without supervisory responsibilities, will be selected by the College after two weeks' posting and will be paid $4,800 per year or 10% of their base salary whichever is more and will teach no more than seventy (70) units per quarter academic year and forty-eight (48) units per semester academic year, unless approved by the CAO.

16.021 **PROFICIENCY TESTING:** In the event a faculty member is asked to administer a Proficiency Exam, the faculty member will be awarded $45.00 per credit hour (for up to 4 students). An additional $10.00 per student will be added for every student thereafter.

16.022 Employees who are considered to be Program Directors, by whatever title, for programs which are separately accredited shall have supervisory responsibility for any full-time employee or adjunct faculty teaching within the program.

16.03 **INDEPENDENT STUDY:** Upon approval by the Chief Academic Officer, independent study compensation shall be two hundred dollars ($200.00) per student per for a one or two credit hour course and three hundred dollars ($300.00) per student for courses that are three or more credit hours. Units taught as independent study shall not be included in the employees' computation towards overload. Compensation for independent study shall be paid at the end of the semester in which the study is completed.

16.04 **OVERLOAD:** Overload is defined to be units worked that are in excess of the normal workload as defined in Section 7.08. Overload units will be determined per semester.

16.041 **OVERLOAD CONDITIONS:** Employees who work more than 15 units during a semester will receive overload compensation for that semester unless one of these conditions apply:

A. An Employee agrees to work overload without compensation in which case this work will be considered a service given to the College.

B. An Employee works more than 15 units in one semester but does not intend to exceed 30 units per semester for the year.

C. An Employee elects to defer overload payment until a later semester of the Academic Year.

16.042 **OVERLOAD COMPENSATION:** The compensation for each unit of overload will be $756.00 unless Section 14.07 applies.

16.043 **OVERLOAD PAYMENT SCHEDULE:** Overload calculations shall be made once fourteen (14) day enrollment calculations have been made by the registrar. Payment for overload shall be made within 30 days of that date.

16.05 **SUMMER SESSION COMPENSATION:** An Employee, other than an Employee teaching pursuant to a Three-Semester contract under Section 16.01 of Article XVI, who teaches during the Summer Session will be paid the following amounts for each unit assigned:

Bachelors or less	$1019
Masters	$1161
Masters +20 semester Credits	$1291
Masters + 30 semester Credits	$1397
Doctorate	$1505

Compensation for assignments during the Summer Session will be paid on the usual pay dates for the period in which this work is performed. Summer Session compensation is for teaching duties only.

16.06 **SALARY SCHEDULE DEFINITIONS:** Except as provided in Section 16.08 of this Article, the annual salary for each Employee who teaches a normal instructional workload during an Academic Year is determined pursuant to the Salary Schedule contained in Appendix A.

16.061 **"YEARS WITH SOUTHERN STATE"** means completed full years of teaching experience at Southern State Community College as of the beginning of an Academic Year.

16.062 **"DEGREE"** means the highest degree or degree and additional quarter credits or equivalent attained by the Employee in an undergraduate or postgraduate institution of higher education. Unless otherwise agreed in advance and in writing by the College and the Employee, only credits in graduate level courses shall be considered in placing Employees on the Salary Schedule above the Bachelor's Degree level.

Employees planning to take graduate level courses must get prior approval from the VP of Academic Affairs regarding their application for purposes of placement on the salary schedule. Employees who complete the same graduate course twice may receive credit for that course once for the purpose of placement on the salary schedule. The vice-president of academic affairs will be responsible for informing employees in advance of taking such courses if they are deemed duplicates.

The VP of Academic Affairs will be responsible for informing employees of the status of their proposed graduate courses.

The following definitions of column placement shall be in effect:

BA All faculty members who do not possess the academic credentials described below shall be placed in this column.

MA A Master's Degree in the primary teaching assignment.

MA30 A Master's Degree as noted above plus 30 graduate quarter credits 2/3 of which are directly related to the employee's job responsibilities.

MA45 A Master's Degree as noted above plus 45 graduate quarter credits 2/3 of which are directly related to the employee's job responsibilities.

DR A Doctorate in the primary teaching assignment or a Doctorate with 2/3 of the credit hours directly related to the employee's job responsibilities.

All current employees as of July 1, 1998, will remain at their current column placement with any advancement based on the criteria outlined above.

16.063 **"EXPERIENCE OF A NEWLY HIRED EMPLOYEE"** means years of college teaching experience at a degree granting institution in classes from which credits are transferable to the College and other experience related to the subject matter area in which that Employee is responsible for instruction. Credit for combined teaching and other related experience for all sources is limited to ten years, and is calculated as follows with no experiences counted in more than one category.

a. For each full year of full-time college teaching, one year of experience shall be awarded.

b. For each full year of such related experience, one-half year of experience shall be awarded.

   Effective 9/1/00: For each of the first five years of directly related technical experience, one year of experience shall be awarded. For any additional years of technical experience one-half year of experience shall be awarded.

c. Credit for Armed Forces service shall be as required by law.

d. For each 45/30 units of part-time teaching at the College or any other regionally accredited higher education, one year of experience shall be awarded.

e. For an Employee who is a Librarian or counselor, full years of performing duties as a full-time Librarian or counselor at a degree granting institution from which credits are transferable to the College shall be included in this calculation as if it were full years of full-time college teaching experience.

f. Experience shall be calculated to the nearest year.

g. Return of retired employees to a full-time position within the College: Members of the Association who retire and return as full-time faculty must begin to accumulate seniority as a new hire. Previously accumulated seniority will not be carried over. The Employee will be placed on the faculty pay scale according to credentials and experience; however, no Employee who has retired from SSCC and is returning to full-time status will be placed higher than Step 10 on the faculty pay scale.

16.064 STEPS: After initial placement in accordance with provisions of this Contract, an Employee shall advance to the next step in accordance with provisions of this Contract except as otherwise provided herein.

16.07 BASE SALARIES: Base salaries, which are established at the Bachelor's Degree level, during the term of this Agreement shall be:

Effective 8/1/13	Effective 8/1/14	Effective 8/1/15
$27,284 (.5%)	$27,420 (.5%)	$27,557 (.5%)

16.08 DEVIATIONS FROM SALARY SCHEDULE: Deviations from the salary determined pursuant to the Salary Scheduled contained in Appendix A may occur, as follows:

16.081 LIMITATIONS AFTER SEPTEMBER 1, 1989: With the written approval of the Association, the College may exceed the salary in the Salary Schedule set forth in Appendix A by not more than $5,000, for an Employee who begins working for the College on or after September 1, 1989, or later.

16.082 LIMITATIONS BEFORE SEPTEMBER 1, 1989: For Employees who began working for the College before September 1, 1989, the differential, if any, between the salary to which he/she was entitled pursuant to the Salary Schedule and Index in the 1986-1989 Agreement, and the salary he/she received, for the 1988-89 Academic Year may be maintained as a differential from the Salary Schedule.

16.09 PAYROLL PRACTICES: Each Employee will be paid the Employee's annual salary set forth in the Employee's individual contract in twenty-four (24) equal installments. Payments will be made on the fifteenth and last days of each month. Payment shall begin on August 15.

16.10 UPDATING CREDENTIALS: An Employee's advancement on the salary scale, resulting from additional education as set forth in Appendix A, shall be effective as of, and prorated from, the first day of the Academic Semester following completion of the required coursework or degree. Payment will be retroactive upon the College's receipt of the official transcript(s).

ARTICLE XVII

EMPLOYEE BENEFIT PROGRAMS

17.01 CONTINUATION OF MEDICAL INSURANCES: The College shall provide medical and dental and vision insurance coverage during the term of this contract. The medical insurance coverage shall have the attributes set forth in Section 17.022.

17.02 MEDICAL EXPENSE INSURANCE: The insurance plan is set forth in detail in the policy or policies of insurance which contain the detailed, specific terms and conditions of the coverage. Employees are eligible to participate in group medical insurance as follows:

17.021 SINGLE OR FAMILY COVERAGE: Each Employee who is actively at work at the College shall be eligible for and may elect single or family coverage. The coverage shall commence on the first monthly eligibility date after the Employee's employment. Family coverage includes coverage of the Employee, the Employee's spouse, and all unmarried dependent children, under the age of twenty-six (26). Optional coverage for qualifying children aged 26-28 will be available consistent with Ohio Law and subject to Section 17.0222 below.

17.022 Premium Payments: During the term of this Agreement, the College shall contribute to the premium cost of group medical insurance for each employee who elects coverage as follows:

College%/Employee%

Plan year 1:

Family 80%/20%	Single 90%/10%

Plan year 2:

Family 80%/20%	Single 85%/15%

Plan year 3:

Family 80%/20%	Single 80%/20%

Subject to the conditions set forth in Section 17.0221, each year of the contract during which the health insurance provided by the College qualifies as a High Deductable Health Plan, the College will contribute the following either ~~to~~ the H.S.A. or H.R.A. of eligible participating bargaining unit members:

Family $5,000
Single $2,500

In no event shall the College contribute to the Employee's H.S.A./H.R.A. an amount in excess of limits set by federal or state law. H.S.A./H.R.A. contributions for employees who are hired or become eligible for benefits after the start of the contract year (August 1) shall be prorated.

17.0221 HSA/HRA Contribution Conditions: The College's obligation to make an HSA or HRA contribution each year is dependent upon the bargaining unit member satisfying the following conditions:

a. Year 1: no special conditions

b. Year 2: Employee completes the Health Risk Assessment and participates in a wellness event on or before July 1, 2014.

c. Year 3: Employee completes the Health Risk Assessment and participates in two wellness events by July 1, 2015.

17.0222 Additional Charges: If an Employee elects to cover dependent children aged 26 to 28, the Employee must submit an Affidavit of Dependency for Ohio Group Coverage. A premium surcharge will be added to the Employee's share of the premium. The surcharge will be equal to thirty-seven percent (37%) of the total single coverage premium.

Beginning July 1, 2014-15, a surcharge of twenty-five dollars ($25.00) will be added to the Employee's

share of the premium each month if the Employee uses tobacco. Employees will periodically be required to complete a certification attesting to the use (or non-use) of tobacco by the Employee.

17.023 DEDUCTIBLES: The Employee is responsible for the payment of all applicable deductibles pursuant to the medial insurance plan.

17.024 TERMINATION OF COVERAGE: College contributions to the cost of medical insurance coverage for an employee who is not actively at work shall terminate at the end of the calendar month following the month in which the Employee ceases to receive compensation from the College except for Employees on RIF status as provided in Section 13.09, Article XIII.

17.025 NEWLY HIRED EMPLOYEES: When an applicant has been selected for a bargaining unit position, the College will provide the applicant with an outline of the medical benefits and a copy of the medical plan.

17.026 INSURANCE COMMITTEE: The College's health insurance carrier must provide annual renewal rates at least sixty (60) days prior to the renewal date. An annual meeting of the insurance committee will be scheduled by February 1 to review the information. The meeting will be called by the Chair of the Insurance Committee. Either party to this agreement may initiate interim bargaining to explore alternate coverage, carriers, and agents.

An insurance committee shall be established consisting of equal representation from faculty, staff and administration. This committee shall continue for the duration of the contract. The committee, through the Chair, shall present its consensus recommendation to the Board of Trustees in advance of the College renewing the health insurance contracts.

17.027 OPT-OUT: A bargaining unit member eligible for medical benefits according to Article XVII may elect to buy-out of the medical insurance program. The College will pay Three Hundred Thirteen Dollars ($313) per month to each full-time bargaining unit member who buys out of the program provided he/she certifies that they have other medical insurance.

17.028 INSURANCE AUDIT: Annually, the College may conduct an insurance audit to determine that only qualified dependants/family

members are insured under any Southern State Community College insurance plan.

17.029 WORKING SPOUSE: Any spouse of a bargaining unit member who is eligible for health insurance benefits through their employer shall maintain coverage under their employer's plan. The employee may elect family coverage from the college to cover the spouse; however, the College's coverage will be secondary for the spouse.

17.03 DENTAL/VISION INSURANCE: The College will provide dental and vision insurance to members who have declined cafeteria plan contributions from the College under Section 17.034. The insurance plans are set forth in detail in the policy or policies of insurance which contain the detailed, specific terms and conditions of coverage. Employees are eligible to participate in group dental and vision insurance as follows:

17.031 SINGLE OR FAMILY COVERAGE: Each employee who is actively at work at the College shall be eligible for and may elect single or family coverage. The coverage shall commence on the first monthly eligible date after the Employee's employment. Family coverage includes coverage of the Employee, the Employee's spouse, and all unmarried dependent children, subject to the terms of each plan.

17.032 PREMIUM PAYMENTS: During the terms of this agreement, the College shall contribute 100% of the premium costs for the dental and vision coverage.

17.033 CAFETERIA PLAN: When the College offers employees the option to pay certain health and child care expenses with pretax dollars through a cafeteria plan, notice will be provided approximately one month prior to the anniversary date to enable participants an opportunity to modify their election for the new plan year, within approved guidelines.

17.0331 PAYMENT TO CAFETERIA PLAN: For each calendar year, the College will make a contribution to a flexible spending account that it will maintain for each Employee that has declined dental and vision coverage under Section 17.03. The College will contribute $1310 per year to the Employee's account.

The maximum amount allowable in an individual Employee's medical account, including Employer and Employee's contribution will be at least three thousand one hundred dollars ($3100) or what is allowed by law, if different. Flexible spending accounts will be administered

by a third party, and third party costs will be covered by the Employer.

The College's contribution will be paid into the Employee's account in equal amounts January through August.

Each member shall elect either the cafeteria plan contributions or dental/vision coverage by a date to be set by the College, and the election shall be permanent for the life of the agreement.

17.04 TUITION WAIVER:

17.041 EMPLOYEE/DEPENDENT: Children, stepchildren and grandchildren of Employees under the age of twenty-four (24), Employees and spouses of Employees may attend classes at the College without payment of tuition under the following conditions:

a. Employees may enroll in and attend classes only if it does not conflict with their normal working hours or with their ability to perform their duties at the College.

b. Children, stepchildren and grandchildren of Employees under the age of twenty-four (24), Employees and spouses of Employees, will be responsible for paying the course fee charged to the College by the provider of non-credit or on-line distance courses. However, the usual College mark-up will not be charged.

c. Children, stepchildren and grandchildren of Employees under the age of twenty-four (24), Employees and spouses of Employees, will be responsible for paying the course fees, including the cost of a physical examination for the truck driving academy.

17.042 DEATH OF EMPLOYEE: The spouse, and each child under the age of twenty-four (24) at the time of the Employee's death who dies during the term of an individual contract between the Employee and the College shall be entitled to enroll in and attend classes of the College without payment of tuition up to and including the number of classes equivalent to those required for an Associate degree, subject to provisions of 17.031. There is no time limit on the use of this benefit for a spouse unless he or she remarries. If the spouse remarries, the benefit shall immediately cease as of the spouse's remarriage date. Children, however, under the age of twenty-four

(24) at the time of the employee's death, must utilize this benefit before the child's twenty-fourth (24th) birthday. After this date, the benefit immediately ceases.

17.043 **RETIREMENT OF EMPLOYEE:** The Employee, spouse and each child under the age of twenty-four (24) and living with the Employee at the time of the Employee's retirement who retires after five (5) years of service to the College as an Employee shall be entitled to enroll in and attend classes of the College without payment of tuition up to and including the number of classes equivalent to those required for an Associate degree subject to the provisions of 17.031. An Employee must have served five (5) consecutive years with the College as an Employee before retiring before he and/or his family may utilize this benefit.

17.05 **LIFE INSURANCE:** During the life of this Agreement, the College shall provide to each Employee $50,000 of life insurance coverage. An Employee may increase the Employee's coverage to the extent permitted by the insurance carrier by paying to the College, in advance, the additional premium required. This additional premium shall be paid by deduction from the Employee's compensation.

17.06 **TUITION REIMBURSEMENT:** For each fiscal year (July 1-June 30), the College shall budget $60,000 to be used to reimburse Employees for the cost of tuition for classes taken at regionally accredited institutions which are related to maintaining or improving the Employees skills. The tuition reimbursement must be approved in advance by the College. Employees must apply for approval for a specific class at least fourteen (14) days before it begins. The amount of tuition reimbursement shall be based on the amount of tuition expense incurred by the Employee and will be made within fourteen (14) days of the submission of official verification that the class was completed with a passing grade and verification of the cost of tuition. No Employee shall receive more than $6,000 for the first year of the contract, $7,000 the second year of the contract and $8,000 the third year of the contract for approved classes. The tuition reimbursement shall be made in the order of the approval of classes until the fund is exhausted.

An Employee who is required to attain additional education in order to remain qualified pursuant to Ohio Board of Regents and/or the Higher Learning, and third-party accreditation bodies, as determined by the College's Chief Academic Officer (CAO), will be given preference over those employees who do not have this requirement.

Employees who receive tuition reimbursement must be continually employed with the College for at least three (3) full academic year after the last date of reimbursement. Any Employee who leaves prior to three (3) year will repay the tuition reimbursement to the College on a prorated basis. Any amounts owed to the College under this section shall be withheld from any and all payments owed to the College by the Employee in the absence of a written repayment agreement specifying a different method of payment. This agreement shall constitute a written signed payroll deduction authorization. Employees who are non-renewed will not be subject to this section.

17.07 TRAVEL EXPENSE REIMBURSEMENT: The College shall reimburse Employees for ordinary and necessary business expenses incurred by an Employee in the course of completing work assignments at the current IRS rate. Reimbursement is limited to amounts reimbursable to employees of the State of Ohio under applicable rules and regulations. Ordinary and necessary business expenses include transportation expenses incurred for mileage between campuses of the College in a personal vehicle when an Employee is required by the College to be on more than one campus on a day, but does not include commuting expenses. If assignments are not on campus locations, the College will pay mileage as outlined in this section for distances traveled by the Employee's normal assignment. To receive reimbursement, an Employee must submit the Employee's expense statement within thirty (30) days after the end of the quarter/semester in which the expense is incurred.

17.08 PROFESSIONAL MEMBERSHIPS: The College shall, on proof of payment of dues, reimburse each Employee for the reasonable cost of annual dues (to a maximum of $200 per person) for membership by that Employee in one (1) professional organization related to the subject matter area in which the Employee is responsible for instruction, or library science, if the Employee submitted a request in advance for approval, identifying the organization and the amount of dues, and the College approved it.

17.09 PROFESSIONAL CONFERENCES, MEETINGS OR WORKSHOPS: The College shall pay moderate and necessary expenses for Employees to attend professional conferences, meetings, workshops and/or other professional activities during the Academic Year or the Summer Session. The employee requesting funds must complete the professional meeting request form and receive approval prior to the event and allow at least 14 working days for prepayment of registration fees. Requests for reimbursement for expenses that have not been preapproved will be at the discretion of the College. After returning from the conference meeting, or workshop, the employee will complete the travel reimbursement form within forty-five (45) days. The college will post all forms related to professional conferences, meetings, and

workshops on the official College web site. The designated clerical person referred to in 15.08 will have extra copies of the current form and procedures.

17.10 STATE TEACHERS' RETIREMENT SYSTEM: All who are required to participate in the State Teachers' Retirement System (STRS) pursuant to state law shall be covered by that plan.

17.101 CONTRIBUTIONS: The College and each Employee shall contribute to STRS pursuant to the rates established by state law and regulations.

17.102 SALARY REDUCTION METHOD: If permitted by applicable law and regulations, each Employee's compensation shall be reduced by the amount of the Employees share of the required contribution to STRS and the College shall remit that amount on behalf of the Employee The calculation of each Employee's share shall be based on the Employee's compensation prior to the reduction for this STRS contribution on the Employee's behalf. Each Employee's compensation will, for income tax and other appropriate and permitted purposes, be considered to be reduced by this STRS contribution on the Employees behalf. This method of calculation and payment shall apply to all Employees.

17.103 PERMITTED BY LAW: If Section 17.102 of this Article is not permitted by applicable law and regulations, the Employee's share of the required STRS contribution shall be by the Employee through payroll deduction from the Employee's compensation.

17.11 TAX SHELTERED ANNUITIES: The College will deduct from the compensation of any Employee and remit to a designated investment organization the amount authorized by an Employee for investment in a qualified tax sheltered annuity plan, if:

a. The Employee has filed a written authorization with the College Business Office to make the deduction, and,

b. The Employee has filed the written contract between the Employee and the investment organization, on forms provided by the College.

17.12 DAY CARE FACILITY: Faculty will be provided a 50% discount on day care services provided space is available.

ARTICLE XVIII

LEAVES OF ABSENCE

18.01 **JURY OR WITNESS DUTY:** Each Employee who is required to serve on a duly constituted jury or to appear as a witness in a legal action in which the Employee is not a party shall be granted a leave of absence for the time the Employee is required to serve or appear. The difference between gross jury or witness pay received by the Employee and the Employee's regular compensation for the period involved will be paid by the College for a period not to exceed sixty (60) days in any Academic Year. The Employee must make every effort to fulfill the Employee's responsibilities to the College when the Employee's presence in court is not required. Documents evidencing the requirement of jury service or witness appearance must be presented to the College prior to the granting of this leave. The College may require the Employee to provide satisfactory evidence of the Employee's actual performance of jury duty or appearance as a witness and of the amount of jury or witness pay received.

18.02 **PROFESSIONAL LEAVE OF ABSENCE:** Upon completion of all requirements set forth below and approval by the College, an Employee may, after completing at least five (5) Academic Years of service to the College, be granted a professional leave of absence for the purpose of acquiring professional or technical experience in the Employee's field, or for advanced study. Professional leaves of absence shall be taken without pay or benefits, and normally shall not exceed one (1) calendar year in length. The granting of a professional leave of absence shall be in the discretion of the College and shall be subject to the following conditions:

18.021 **WRITTEN REQUEST:** A written request for a professional leave of absence must be submitted in writing to the Employee's immediate supervisor.

18.022 **CONTENTS OF REQUEST:** A request for a leave of absence shall contain the proposed dates of commencement and termination of the leave and a complete statement of the reasons for which the leave is sought, and the proposed professional or technical experience or advanced study to be undertaken.

18.023 **NOTIFICATION OF APPROVAL:** If a professional leave of absence is granted by the College, notification of the authorized dates of commencement and termination of the leave and of the

professional or technical experience or course of study for which it was granted shall be provided to the Employee.

18.024 CONFIRMATION OF RETURN TO WORK: At least ninety (90) days prior to the termination of a professional leave of absence, the Employee shall notify the College in writing of the Employees continuing intent to return to work following the termination of the professional leave of absence. Failure to provide this written notification shall result in the termination of the Employee's employment status with the College, effective on the last date on which such notice could be properly submitted.

18.025 REINSTATEMENT RIGHTS: An Employee returning from a professional leave of absence will be placed in the position he/she held before the commencement of the leave, or in a similar position.

18.03 SICK LEAVE:

18.031 EARNINGS/ACCUMULATION: An employee shall be granted paid sick leave at a rate of 1.25 days per month, for twelve (12) months in a year, for the duration of the Employee's contract period of employment with the College. Sick leave may be accumulated to a maximum of 260 days. Any documented and unused sick leave, accumulated by an Employee while in the employment of any state agency or public school, college or university system in the United States, will be placed to the Employee's credit, subject to the maximum limit of 260 days as set forth above. An Employee may use accumulated sick days, with the approval of the Employee's supervisor, and receive compensation at the Employee's regular rate for any of the following reasons:

a. The inability to perform work because of illness, accident, injury, surgical procedure, or other condition, including the inability to work for reasons associated with pregnancy. Included are days of absence for which Employee has been granted a medical leave of absence.

b. Absences for reasons of:

1. Exposure to communicable disease that may result in the infection of others; or

2. Illness, injury, accident, or death of members of the Employee's immediate family.

c. **TRANSFER OF FACULTY SICK LEAVE:** In the event of certain extenuating circumstances which cause a faculty member covered under this contract to exhaust his/her sick leave, the President of the College, President of SSEA Resources, upon petition by the faculty member, may allow other faculty members of the College to give sick leave to the petitioner within the following constraints:

1. All sick leave given shall be on a voluntary basis.

2. Petitioning faculty members shall have (or shall soon have) exhausted his/her sick leave and all but five (5) days of sick leave before any sick leave can be transferred.

3. A maximum of fifty (50) days of sick leave may be transferred for any faculty member.

4. No faculty member may give more than ten (10) days sick leave to another faculty member.

5. Members who have not satisfied the Section 10.1 probationary period may receive sick leave donations, but the probationary period shall be extended by the number of sick leave days donated.

In all cases, the President of the College, the President of SSEA, President of Faculty Senate, and the Director of Human Resources decision is final. No bargaining unit member may arbitrate a decision rendered pursuant to this section, but the College shall have the exclusive right to adjust any grievance to this section.

18.032 SEVERANCE PAY: An Employee who has ten (10) or more years of employment with any state agency, public school, or college or university in the United States may at the time of retirement request payment based on the number of days of paid sick leave to the Employee's credit under this Section 18.03. For purposes of this Section 18.032, retirement means retirement under the State Teachers Retirement System. The payment shall be according to the following conditions:

a. Payment shall consist of one-fourth (1/4) of the number of days of paid sick leave to the credit of the Employee at the

Employee's rate of pay at time of the Employee's retirement, up to a maximum payment of 43 days.

b. Upon payment to an Employee under this Section 18.032, all paid sick leave to the Employee's credit shall be canceled and may not, thereafter, be used for any purpose.

c. Payment pursuant to this Section 18.032 shall be made to an Employee only once during his/her lifetime. If an Employee received a payment pursuant to this Section 18.032 returns to employment with any state agency or public school system in the State of Ohio, the Employee may accrue paid sick leave as provided in Section 18.031, but the Employee may not receive a second payment pursuant to this Section 18.032 at the time of any subsequent retirement.

d. This Section 18.032 does not apply to any termination from employment of the College, other than retirement.

e. Each Employee that submits in writing their resignation/retirement to be effective by June 30, 2011 shall receive a one-time pay-out of sick leave for 100% of their accumulated sick leave totaling up to a maximum of $20,000.

18.04 **MEDICAL LEAVE OF ABSENCE:** An Employee who is unable to work as specified in Article XVIII, Section 18.031 may request, and may be granted by the College, a medical leave of absence without pay and benefits for a specified period of time not to exceed one year after the exhaustion of all sick leave.

18.05 **CHILD CARE:** Upon written request to the College, a leave of absence, or a renewal thereof, without pay for child care shall be granted to an Employee.

18.051 **REQUEST:** The request shall, if possible, be made thirty (30) days before the date of commencement of the leave, or as soon as possible.

18.052 **PERIOD OF LEAVE:** The initial leave shall be granted through the end of the Academic Year in, or for which it is requested. A renewal of the leave for one (1) additional Academic Year shall, on proper request, be granted.

18.053 NOTICE FOR NEXT ACADEMIC YEAR: On or before March 1 in any Academic Year in which an Employee is on child care leave, the Employee shall give written notice to the College of the Employee's intentions for the next Academic Year. This notice shall specify that the Employee (1) shall return to work at the beginning of the next Academic Year, (2) resigns, or (3) requests an additional Academic Year of child care leave (if eligible). Failure to give this notice on time constitutes a resignation of employment with the College.

18.054 REINSTATEMENT RIGHTS: An Employee who returns to work from a child care leave of absence will be placed in the position the Employee held before the commencement of the leave or in a similar position.

18.06 FAMILY AND MEDICAL LEAVE: An Employee shall be granted an unpaid leave of absence of up to 12 work weeks pursuant to the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) and the final regulations of the Department of Labor under the FMLA (FMLA Regulations).

18.061 REASONS FOR LEAVE: Employees eligible under the FMLA will be entitled to leave as defined by the FMLA and FMLA Regulations:

A. For the care of the Employee's child (birth, or placement of child with Employee for birth or foster care);

B. For the care of the Employee's spouse, son, daughter or parent who has a serious health condition;

C. For a serious health condition that makes the Employee unable to perform the functions of the Employee's job.

18.062 FMLA YEAR DEFINED: For purposes of leave under the FMLA, a year shall run from September 1 through August 31.

18.063 RIGHTS ON RETURN: On return from FMLA leave, an Employee will be returned to the same position the Employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Employees shall not forfeit any accrued benefits or otherwise be disciplined or discriminated against for exercising their rights under the FMLA provided they satisfy the terms and conditions set forth in the FMLA and FMLA Regulations.

18.064 MEDICAL PLAN COVERAGE: Group medical plan coverage will be continued for Employees on FMLA Leave under the same terms and conditions as coverage is provided to those Employees on active paid status.

18.065 OTHER BENEFIT COVERAGE: Benefits, except those in connection with group medical plan coverage do not accrue during FMLA leave unless leave provided for elsewhere in the Agreement is being used as FMLA leave and provisions governing that leave provide that benefits accrue during leave. Notwithstanding other provisions of this Agreement, seniority shall accrue while on FMLA leave. Employees shall have the right to purchase retirement credit for FMLA days to the extent permitted by the applicable retirement programs offered by the state.

18.066 MEDICAL CERTIFICATION: An Employee must provide medical certification to support a request for FMLA leave. Medical certification must support a request for FMLA leave due to the care of the Employee's spouse, son, daughter or parent in accordance with FMLA and FMLA regulations.

18.07 PROFESSIONAL DAYS: Upon prior written application to the College, an Employee may, be granted permission to attend, during time periods when the Employee is responsible for performing duties for the College, educational and professional activities without loss of pay.

18.08 PERSONAL DAYS: Upon request to the College, three days of personal leave of absence without loss of pay shall be granted to an Employee. This request shall be made, if possible, two days before the commencement of the leave or as soon as possible. Entitlement of personal leave days shall expire at the end of each Employee's contract year. Faculty will make a good faith attempt to meet classes during the first week of the semester.

18.09 PAID PROFESSIONAL LEAVE OF ABSENCE: After completing at least five (5) Academic Years of service to the College, an Employee may be offered by the College a one (1) semester paid leave of absence for the purpose of:

1. Acquiring additional graduate professional experience; or

2. Acquiring additional technical or professional experience; or

3. Retraining of an Employee whose current position may be eliminated as a result of declining enrollment or program termination.

The granting of a paid professional leave of absence shall be at the College's sole discretion.

18.091 SERVICE/REIMBURSEMENT REQUIREMENT: An Employee taking a paid professional leave of absence, as set forth above, shall provide at least one (1) Academic Year's service following such leave. If at least one year of an (1) Academic Year's service is not completed by the Employee, then the Employee shall reimburse the College for the salary and benefits paid during the paid professional leave of absence. Death or disability of the Employee shall waive this service/reimbursement requirement.

18.10 FACULTY EXCHANGE: A faculty member who is selected for participation in a bona fide exchange program in which there is no significant cost to the College, may, with the approval of the College, be granted up to a one-year leave. Seniority, salary, and similar benefits will continue during the year of exchange.

18.11 RETURN TO BARGAINING UNIT FROM NON-BARGAINING UNIT POSITIONS: An Employee who accepts a non-bargaining unit position may return to the bargaining unit under the following conditions:

18.111 RETURN ONE YEAR OR LESS: An Employee who returns to the bargaining unit one year or less after acceptance of a non-bargaining unit position shall not earn seniority for the period of time while in a non-bargaining unit position. The Employee shall, however, earn time toward advancement on the salary schedule. The Employee shall return to the same or comparable position.

18.112 RETURN MORE THAN ONE YEAR: The Employee's placement on the salary schedule will be calculated according to the agreement in effect at the time the Employee returns to the bargaining unit.

ARTICLE XIX

EFFECTS OF THE AGREEMENT

19.01 **WAIVER:** Each party hereto unequivocally waives any right to bargain further, as well as any obligation of the other party to bargain further, concerning any subject which is referred to or matter that was or could have been proposed and/or discussed in the negotiations resulting in the execution of this Agreement.

19.02 **HEADINGS:** Any heading preceding the text of the various Articles and Sections contained in this Agreement solely is inserted for the convenience of reference and shall not constitute a part of this Agreement or shall any heading affect the meaning, construction, or effect of the Article, Section, or Agreement.

19.03 **SEVERABILITY:** The terms and conditions of this Agreement are subject to all applicable laws, now or hereafter in effect, including regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is finally determined by a court of appropriate jurisdiction to be in violation of any law, such provision shall be null and void so long as such law, regulation, ruling, or order remains in effect, but all other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement which is subject to the approval of any appropriate government agency shall not be effective until such approval is granted.

19.031 **RENEGOTIATION:** Any provision of this Contract which is deemed contrary to law by the court of highest jurisdiction shall be renegotiated by the parties within thirty (30) workdays after said finding is rendered.

19.032 **IMPASSE RESOLUTION:** If agreement has not been reached upon expiration of the 30-day negotiation period, the disputed provision shall become subject to the negotiation impasse procedure outlined in this Agreement.

19.04 **INCONSISTENCIES:** This Agreement shall supersede any rules, regulations, or practices of the College or previous contracts which may be contrary to or inconsistent with the terms of this Contract.

19.05 **MAINTENANCE OF STANDARDS:** The College shall maintain all terms, conditions, and benefits of employment at not less than the level in effect as of the effective date of this Contract.

19.06 **PRINTING AND DISTRIBUTION:** As soon as possible after this Contract is signed and ratified by both the Association and the College Board of Trustees, the Association shall provide a final camera-ready copy of the Agreement. The size of the printed document will be approximately 8 1/2 by 11".

The Association shall receive an additional ten (10) copies. Subsequent revisions or amendments will also be printed and distributed to all members of the bargaining unit.

The document will be posted on the web-site.

19.07 **DURATION OF CONTRACT:** In witness whereof, Southern State Community College and Southern State Education Association have caused duplicate copies of this Agreement to be executed by their officers or representatives following ratification by their respective constituencies this 2nd day of July, 2013.

Southern State Community College	Southern State Education Association
President of the College	President
President of the Board	Negotiating Team Member
Negotiating Team Member	Negotiating Team Member
Negotiating Team Member	Negotiating Team Member
Negotiating Team Member	Negotiating Team Member
Negotiating Team Member	Negotiating Team Member
Negotiating Team Member	Negotiating Team Member
Negotiating Team Member	Negotiating Team Member
Negotiating Team Member	Negotiating Team Member

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHERN STATE EDUCATION ASSOCIATION
AND
SOUTHERN STATE COMMUNITY COLLEGE

The Southern State Education Association (hereinafter "Association") and the Southern State Community College (hereinafter "College") are desirous of amicably resolving the grandfathering of four-quarter/three semester contracts.

Therefore, the parties agree as follows:

The following faculty members are grandfathered as four-quarter/three semester contract Employees as long as the individuals are currently employed as a full-time faculty member:

Teresa Grooms
Tom Stroup
Brenda Tilton

Violations of the Memorandum are subject to grievance procedure.

For the Association		For the College	
_____		_____	
President	Date	President	Date

APPENDIX A
Base Salary: $27,284

SOUTHERN STATE COMMUNITY COLLEGE
FACULTY SCALE
Effective August 1, 2013

Steps	BA	MA	MA30	MA45	DR
0.0	$27,284	$31,131	$34,596	$37,461	$40,326
	1.0000	1.1410	1.2680	1.3730	1.4780
1.0	$28,648	$32,563	$36,029	$38,962	$41,963
	1.0500	1.1935	1.3205	1.4280	1.5380
1.5	$29,330	$33,281	$36,746	$39,712	$42,781
	1.0750	1.2198	1.3468	1.4555	1.5680
2.0	$30,012	$33,996	$37,461	$40,462	$43,600
	1.1000	1.2460	1.3730	1.4830	1.5980
2.5	$30,695	$34,713	$38,179	$41,212	$44,418
	1.1250	1.2723	1.3993	1.5105	1.6280
3.0	$31,377	$35,428	$38,893	$41,963	$45,237
	1.1500	1.2985	1.4255	1.5380	1.6580
3.5	$32,059	$36,146	$39,611	$42,713	$46,055
	1.1750	1.3248	1.4518	1.5655	1.6880
4.0	$32,741	$36,861	$40,326	$43,463	$46,874
	1.2000	1.3510	1.4780	1.5930	1.7180
4.5	$33,423	$37,578	$41,043	$44,214	$47,692
	1.2250	1.3773	1.5043	1.6205	1.7480
5.0	$34,105	$38,293	$41,758	$44,964	$48,511
	1.2500	1.4035	1.5305	1.6480	1.7780
5.5	$34,787	$39,011	$42,476	$45,714	$49,329
	1.2750	1.4298	1.5568	1.6755	1.8080
6.0	$35,469	$39,726	$43,191	$46,465	$50,148
	1.3000	1.4560	1.5830	1.7030	1.8380

6.5	$36,151 1.3250	$40,443 1.4823	$43,908 1.6093	$47,215 1.7305	$50,967 1.8680
7.0	$36,833 1.3500	$41,158 1.5085	$44,623 1.6355	$47,965 1.7580	$51,785 1.8980
7.5	$37,516 1.3750	$41,875 1.5348	$45,341 1.6618	$48,716 1.7855	$52,604 1.9280
8.0	$38,198 1.4000	$42,590 1.5610	$46,055 1.6880	$49,466 1.8130	$53,422 1.9580
8.5	$38,880 1.4250	$43,308 1.5873	$46,773 1.7143	$50,216 1.8405	$54,241 1.9880
9.0	$39,562 1.4500	$44,023 1.6135	$47,488 1.7405	$50,967 1.8680	$55,059 2.0180
9.5	$40,244 1.4750	$55,740 1.6398	$48,205 1.7668	$51,717 1.8955	$55,878 2.0480
10.0	$40,926 1.5000	$45,455 1.6660	$48,920 1.7930	$52,467 1.9230	$56,696 2.0780
10.5	$41,608 1.5250	$46,173 1.6923	$49,638 1.8193	$53,217 1.9505	$57,515 2.1080
11.0	$42,290 1.5500	$46,888 1.7185	$50,353 1.8455	$53,968 1.9780	$58,333 2.1380
11.5	$42,972 1.5750	$47,605 1.7448	$51,070 1.8718	$54,718 2.0055	$59,152 2.1680
12.0	$43,654 1.6000	$48,320 1.7710	$51,785 1.8980	$55,468 2.0330	$59,970 2.1980
12.5	$44,337 1.6250	$49,038 1.7973	$52,503 1.9243	$56,219 2.0605	$60,789 2.2280
13.0	$45,019 1.6500	$49,752 1.8235	$53,217 1.9505	$56,969 2.0880	$61,607 2.2580
13.5	$45,701 1.6750	$50,470 1.8498	$53,935 1.9768	$57,719 2.1155	$62,426 2.2880

14.0	$46,383 1.7000	$51,185 1.8760	$54,650 2.0030	$58,470 2.1430	$63,244 2.3180
14.5	$47,065 1.7250	$51,902 1.9023	$55,367 2.0293	$59,220 2.1705	$64,063 2.3480
15.0	$47,747 1.7500	$52,617 1.9285	$56,082 2.0555	$59,970 2.1980	$64,881 2.3780
15.5	$48,429 1.7750	$53,335 1.9548	$56,800 2.0818	$60,721 2.2255	$65,700 2.4080
16.0	$49,111 1.8000	$54,050 1.9810	$57,515 2.1080	$61,471 2.2530	$66,518 2.4380
16.5	$49,111 1.8000	$54,767 2.0073	$58,232 2.1343	$62,221 2.2805	$67,337 2.4680
17.0	$49,111 1.8000	$55,482 2.0335	$58,947 2.1605	$62,971 2.3080	$68,155 2.4980
17.5	$49,111 1.8000	$56,200 2.0598	$59,665 2.1868	$63,722 2.3355	$68,974 2.5280
18.0	$49,111 1.8000	$46,914 2.0860	$60,379 2.2130	$64,472 2.3630	$69,792 2.5580
18.5	$49,111 1.8000	$57,632 2.1123	$61,097 2.2393	$65,222 2.3905	$70,611 2.5880
19.0	$49,111 1.8000	$58,347 2.1385	$61,812 2.2655	$65,973 2.4180	$71,430 2.6180
19.5	$49,111 1.8000	$59,064 2.1648	$62,529 2.2918	$66,723 2.4455	$72,248 2.6480
20.0	$49,111 1.8000	$59,779 2.1910	$63,244 2.3180	$67,473 2.4730	$73,067 2.6780
20.5	$49,111 1.8000	$60,497 2.2173	$63,962 2.3443	$68,224 2.5005	$73,885 2.7080

21.0	$49,111	$61,212	$64,677	$68,974	$74,704
	1.8000	2.2435	2.3705	2.5280	2.7380
21.5	$49,111	$61,929	$65,394	$69,724	$75,522
	1.8000	2.2698	2.3968	2.5555	2.7680
22.0	$49,111	$62,644	$66,109	$70,475	$76,341
	1.8000	2.2960	2.4230	2.5830	2.7980
22.5	$49,111	$63,362	$66,827	$71,225	$77,159
	1.8000	2.3223	2.4493	2.6105	2.8280
23.0	$49,111	$64,076	$67,542	$71,975	$77,978
	1.8000	2.3485	2.4755	2.6380	2.8580
23.5	$49,111	$64,794	$68,259	$72,726	$78,796
	1.8000	2.3748	2.5018	2.6655	2.8880
24.0	$49,111	$65,509	$68,974	$73,476	$79,615
	1.8000	2.4010	2.5280	2.6930	2.9180

APPENDIX A
Base Salary: $27,420

SOUTHERN STATE COMMUNITY COLLEGE
FACULTY SCALE
Effective August 1, 2014

Steps	BA	MA	MA30	MA45	DR
0.0	$27,420 1.0000	$31,286 1.1410	$34,769 1.2680	$37,648 1.3730	$40,527 1.4780
1.0	$28,791 1.0500	$32,726 1.1935	$36,208 1.3205	$39,156 1.4280	$42,172 1.5380
1.5	$29,477 1.0750	$33,447 1.2198	$36,929 1.3468	$39,910 1.4555	$42,995 1.5680
2.0	$30,162 1.1000	$34,165 1.2460	$37,648 1.3730	$40,664 1.4830	$43,817 1.5980
2.5	$30,848 1.1250	$34,886 1.2723	$38,369 1.3993	$41,418 1.5105	$44,640 1.6280
3.0	$31,533 1.1500	$35,605 1.2985	$39,087 1.4255	$42,172 1.5380	$45,462 1.6580
3.5	$32,219 1.1750	$36,326 1.3248	$39,808 1.4518	$42,926 1.5655	$46,285 1.6880
4.0	$32,904 1.2000	$37,044 1.3510	$40,527 1.4780	$43,680 1.5930	$47,108 1.7180
4.5	$33,590 1.2250	$37,766 1.3773	$41,248 1.5043	$44,434 1.6205	$47,930 1.7480
5.0	$34,275 1.2500	$38,484 1.4035	$41,966 1.5305	$45,188 1.6480	$48,753 1.7780
5.5	$34,961 1.2750	$39,205 1.4298	$42,687 1.5568	$45,942 1.6755	$49,575 1.8080
6.0	$35,646 1.3000	$39,924 1.4560	$43,406 1.5830	$46,696 1.7030	$50,398 1.8380

6.5	$36,332 1.3250	$40,645 1.4823	$44,127 1.6093	$47,450 1.7305	$51,221 1.8680
7.0	$37,017 1.3500	$41,363 1.5085	$44,845 1.6355	$48,204 1.7580	$52,043 1.8980
7.5	$37,703 1.3750	$42,084 1.5348	$45,567 1.6618	$48,958 1.7855	$52,866 1.9280
8.0	$38,388 1.4000	$42,803 1.5610	$46,285 1.6880	$49,712 1.8130	$53,688 1.9580
8.5	$39,074 1.4250	$43,524 1.5873	$47,006 1.7143	$50,467 1.8405	$54,511 1.9880
9.0	$39,759 1.4500	$44,242 1.6135	$47,725 1.7405	$51,221 1.8680	$55,334 2.0180
9.5	$40,445 1.4750	$44,963 1.6398	$48,446 1.7668	$51,975 1.8955	$56,156 2.0480
10.0	$41,130 1.5000	$45,682 1.6660	$49,164 1.7930	$52,729 1.9230	$56,979 2.0780
10.5	$41,816 1.5250	$46,403 1.6923	$49,885 1.8193	$53,483 1.9505	$57,801 2.1080
11.0	$42,501 1.5500	$47,121 1.7185	$50,604 1.8455	$54,237 1.9780	$58,624 2.1380
11.5	$43,187 1.5750	$47,842 1.7448	$51,325 1.8718	$54,991 2.0055	$59,447 2.1680
12.0	$43,872 1.6000	$48,561 1.7710	$52,043 1.8980	$55,745 2.0330	$60,269 2.1980
12.5	$44,558 1.6250	$49,282 1.7973	$52,764 1.9243	$56,499 2.0605	$61,092 2.2280
13.0	$45,243 1.6500	$50,000 1.8235	$53,483 1.9505	$57,253 2.0880	$61,914 2.2580
13.5	$45,929 1.6750	$50,722 1.8498	$54,204 1.9768	$58,007 2.1155	$62,737 2.2880

14.0	$46,614 1.7000	$51,440 1.8760	$54,922 2.0030	$58,761 2.1430	$63,560 2.3180
14.5	$47,300 1.7250	$52,161 1.9023	$55,643 2.0293	$59,515 2.1705	$64,382 2.3480
15.0	$47,985 1.7500	$52,879 1.9285	$56,362 2.0555	$60,269 2.1980	$65,205 2.3780
15.5	$48,671 1.7750	$53,601 1.9548	$57,083 2.0818	$61,023 2.2255	$66,027 2.4080
16.0	$49,356 1.8000	$54,319 1.9810	$57,801 2.1080	$61,777 2.2530	$66,850 2.4380
16.5	$49,356 1.8000	$55,040 2.0073	$58,523 2.1343	$62,531 2.2805	$67,673 2.4680
17.0	$49,356 1.8000	$55,759 2.0335	$59,241 2.1605	$63,285 2.3080	$68,495 2.4980
17.5	$49,356 1.8000	$56,480 2.0598	$59,962 2.1868	$64,039 2.3355	$69,318 2.5280
18.0	$49,356 1.8000	$57,198 2.0860	$60,680 2.2130	$64,793 2.3630	$70,140 2.5580
18.5	$49,356 1.8000	$57,919 2.1123	$61,402 2.2393	$65,548 2.3905	$70,963 2.5880
19.0	$49,356 1.8000	$58,638 2.1385	$62,120 2.2655	$66,302 2.4180	$71,786 2.6180
19.5	$49,356 1.8000	$59,359 2.1648	$62,841 2.2918	$67,056 2.4455	$72,608 2.6480
20.0	$49,356 1.8000	$60,077 2.1910	$63,560 2.3180	$67,810 2.4730	$73,431 2.6780
20.5	$49,356 1.8000	$60,798 2.2173	$64,281 2.3443	$68,564 2.5005	$74,253 2.7080

21.0	$49,356	$61,517	$64,999	$69,318	$75,076
	1.8000	2.2435	2.3705	2.5280	2.7380
21.5	$49,356	$62,238	$65,720	$70,072	$75,899
	1.8000	2.2698	2.3968	2.5555	2.7680
22.0	$49,356	$62,956	$66,439	$70,826	$76,721
	1.8000	2.2960	2.4230	2.5830	2.7980
22.5	$49,356	$63,677	$67,160	$71,580	$77,544
	1.8000	2.3223	2.4493	2.6105	2.8280
23.0	$49,356	$64,396	$67,878	$72,334	$78,366
	1.8000	2.3485	2.4755	2.6380	2.8580
23.5	$49,356	$65,117	$68,599	$73,088	$79,189
	1.8000	2.3748	2.5018	2.6655	2.8880
24.0	$49,356	$65,835	$69,318	$73,842	$80,012
	1.8000	2.4010	2.5280	2.6930	2.9180

APPENDIX A
Base Salary: $27,557

SOUTHERN STATE COMMUNITY COLLEGE
FACULTY SCALE
Effective August 1, 2015

Steps	BA	MA	MA30	MA45	DR
0.0	$27,557 1.0000	$31,443 1.1410	$34,942 1.2680	$37,836 1.3730	$40,729 1.4780
1.0	$28,935 1.0500	$32,889 1.1935	$36,389 1.3205	$39,351 1.4280	$42,383 1.5380
1.5	$29,624 1.0750	$33,614 1.2198	$37,114 1.3468	$40,109 1.4555	$43,209 1.5680
2.0	$30,313 1.1000	$34,336 1.2460	$37,836 1.3730	$40,867 1.4830	$44,036 1.5980
2.5	$31,002 1.1250	$35,061 1.2723	$38,561 1.3993	$41,625 1.5105	$44,863 1.6280
3.0	$31,691 1.1500	$35,783 1.2985	$39,283 1.4255	$42,383 1.5380	$45,690 1.6580
3.5	$32,379 1.1750	$36,508 1.3248	$40,007 1.4518	$43,140 1.5655	$46,516 1.6880
4.0	$33,068 1.2000	$37,230 1.3510	$40,729 1.4780	$43,898 1.5930	$47,343 1.7180
4.5	$33,757 1.2250	$37,954 1.3773	$41,454 1.5043	$44,656 1.6205	$48,170 1.7480
5.0	$34,446 1.2500	$38,676 1.4035	$42,176 1.5305	$45,414 1.6480	$48,996 1.7780
5.5	$35,135 1.2750	$39,401 1.4298	$42,901 1.5568	$46,172 1.6755	$49,823 1.8080
6.0	$35,824 1.3000	$40,123 1.4560	$43,623 1.5830	$46,930 1.7030	$50,650 1.8380

6.5	$36,513 1.3250	$40,848 1.4823	$44,347 1.6093	$47,687 1.7305	$51,476 1.8680
7.0	$37,202 1.3500	$41,570 1.5085	$45,069 1.6355	$48,445 1.7580	$52,303 1.8980
7.5	$37,891 1.3750	$42,294 1.5348	$45,794 1.6618	$49,203 1.7855	$53,130 1.9280
8.0	$38,580 1.4000	$43,016 1.5610	$46,516 1.6880	$49,961 1.8130	$53,957 1.9580
8.5	$39,269 1.4250	$43,741 1.5873	$47,241 1.7143	$50,719 1.8405	$54,783 1.9880
9.0	$39,958 1.4500	$44,463 1.6135	$47,963 1.7405	$51,476 1.8680	$55,610 2.0180
9.5	$40,647 1.4750	$45,188 1.6398	$48,688 1.7668	$52,234 1.8955	$56,437 2.0480
10.0	$41,336 1.5000	$45,910 1.6660	$49,410 1.7930	$52,992 1.9230	$57,263 2.0780
10.5	$42.024 1.5250	$46,635 1.6923	$50,134 1.8193	$53,750 1.9505	$58,090 2.1080
11.0	$42,713 1.5500	$47,357 1.7185	$50,856 1.8455	$54,508 1.9780	$58,917 2.1380
11.5	$43,402 1.5750	$48,081 1.7448	$51,581 1.8718	$55,266 2.0055	$59,744 2.1680
12.0	$44,091 1.6000	$48,803 1.7710	$52,303 1.8980	$56,023 2.0330	$60,570 2.1980
12.5	$44,780 1.6250	$49,528 1.7973	$53,028 1.9243	$56,781 2.0605	$61,397 2.2280
13.0	$45,469 1.6500	$50,250 1.8235	$53,750 1.9505	$57,539 2.0880	$62,224 2.2580
13.5	$46,158 1.6750	$50,975 1.8498	$54,475 1.9768	$58,297 2.1155	$63,050 2.2880

14.0	$46,847 1.7000	$51,697 1.8760	$55,197 2.0030	$59,055 2.1430	$63,877 2.3180
14.5	$47,536 1.7250	$52,422 1.9023	$55,921 2.0293	$59,812 2.1705	$64,704 2.3480
15.0	$48,225 1.7500	$53,144 1.9285	$56,643 2.0555	$60,570 2.1980	$65,531 2.3780
15.5	$48,914 1.7750	$53,868 1.9548	$57,368 2.0818	$61,328 2.2255	$66,357 2.4080
16.0	$49,603 1.8000	$54,590 1.9810	$58,090 2.1080	$62,086 2.2530	$67,184 2.4380
16.5	$49,603 1.8000	$55,315 2.0073	$58,815 2.1343	$62,844 2.2805	$68,011 2.4680
17.0	$49,603 1.8000	$56,037 2.0335	$59,537 2.1605	$63,602 2.3080	$68,837 2.4980
17.5	$49,603 1.8000	$56,762 2.0598	$60,262 2.1868	$64,359 2.3355	$69,664 2.5280
18.0	$49,603 1.8000	$57,484 2.0860	$60,984 2.2130	$65,117 2.3630	$70,491 2.5580
18.5	$49,603 1.8000	$58,209 2.1123	$61,708 2.2393	$65,875 2.3905	$71,318 2.5880
19.0	$49,603 1.8000	$58,931 2.1385	$62,430 2.2655	$66,633 2.4180	$72,144 2.6180
19.5	$49,603 1.8000	$59,655 2.1648	$63,155 2.2918	$67,391 2.4455	$72,971 2.6480
20.0	$49,603 1.8000	$60,377 2.1910	$63,877 2.3180	$68,148 2.4730	$73,798 2.6780
20.5	$49,603 1.8000	$61,102 2.2173	$64,602 2.3443	$68,906 2.5005	$74,624 2.7080

21.0	$49,603	$61,824	$65,324	$69,664	$75,451
	1.8000	2.2435	2.3705	2.5280	2.7380
21.5	$49,603	$62,549	$66,049	$70,422	$76,278
	1.8000	2.2698	2.3968	2.5555	2.7680
22.0	$49,603	$63,271	$66,771	$71,180	$77,104
	1.8000	2.2960	2.4230	2.5830	2.7980
22.5	$49,603	$63,996	$67,495	$71,938	$77,931
	1.8000	2.3223	2.4493	2.6105	2.8280
23.0	$49,603	$64,718	$68,217	$72,695	$78,758
	1.8000	2.3485	2.4755	2.6380	2.8580
23.5	$49,603	$65,442	$68,942	$73,453	$79,585
	1.8000	2.3748	2.5018	2.6655	2.8880
24.0	$49,603	$66,164	$69,664	$74,211	$80,411
	1.8000	2.4010	2.5280	2.6930	2.9180

APPENDIX B

INDIVIDUAL EMPLOYEE CONTRACT

Date:_____

Account No.:_____

An agreement, entered into between _____, (the "Employee"), and Southern State Community College, Hillsboro, Ohio (the "College"). The Employee hereby agrees to perform the duties of _____ of said College for the _____ Academic Year(s) in accordance with the official academic calendar and the needs of the semester recitation schedule.

This agreement, including the payment of salary, is subject to the sufficiency of legislative salary appropriations or the receipt of sufficient funds in the account herein specified. The pertinent provisions of the Ohio Revised Code, of the policies of the College, of the official actions of the College, and of any collective bargaining agreement in effect with respect to the employment of the Employee are expressly incorporated herein, and this agreement is conditioned upon full compliance therewith.

The Employee will render full-time service during the term of this contract. Said party will advise his or her immediate supervisor of any activities in which he or she may engage which will or may result in rendering less than full-time service to the College, and he or she may not accept substantial employment outside the College during the assigned academic term without the expressed consent of the President.

This contract is predicated upon representations regarding education and experience qualifications which, if subsequently proven inaccurate, shall cause this contract to be voidable at the discretion of the College.

This contract is further conditioned upon compliance with all College rules and regulations as set forth in the policies and procedures manual and any other officially adopted College rules and regulations which apply to him/her as set forth in College publications, and all subsequent amendments thereto. Violation of such rules and regulations, or of any of the terms of this agreement, shall cause this contract to be voidable, pursuant to the terms of any applicable collective bargaining agreement.

MEMBERSHIP IN THE STATE TEACHERS RETIREMENT SYSTEM OF OHIO IS OBLIGATORY.

In consideration of and for such services, the College agrees to pay the Employee the amount of

_____

_____

SIGN AND RETURN ORIGINAL COPY TO PERSONNEL OFFICE BU JULY 1

Effective Date: _____
Rank: _____
Degree:_____
Step: _____

Department: _____
Employment Term: _____
Expiration Date:_____

_____
Employee

_____
Academic Vice-President

_____
Business Manager/Treasurer

_____
President

APPENDIX C

Southern State Community College

Workload Calculations
And
Summer Assignment Calculation

Name_____ and Year_____

ASSIGNMENTS*	CREDIT HRS/CONTACT HRS.		UNITS
		Total Units:	

A. Academic Year Overload Calculation ** :

_____ less 15 Units = Overload Units
Total Units

_____ x _____ = _____
Overload Units — Amt. from Sec. 16.042 — Overload Compensation

_____ x .5 x _____ = _____
Total Units-21 — Sec.14.07 — Amt. from 16.042 — Additional Compensation

_____
Total Compensation

B. Summer Assignment Calculation:**

_____ x _____ = $_____
Total Summer Units — Amt. from Sec. 16.05 — Summer Compensation

Submitted by: Approved by:

Employee — Date — Academic Vice-President — Date

**List all teaching assignments, library duties, and release time duties.*
***See Articles 14.07, 16.042, and 16.05 of SSEA Agreement.*

APPENDIX D

SOUTHERN STATE COMMUNITY COLLEGE
EMPLOYEE GRIEVANCE FORM

Date filed _____ Campus _____

Name of Grievant _____

Home Address _____

_____

Telephone (Home) _____ (College) _____

Date of event on which grievance is based _____

Date on which Employee learned or should
Have learned of the event or occurrence complained of _____

Date of Immediate Supervisor's Step 1 answer _____

All Sections of Agreement alleged to have been violated _____

_____

_____

State of complaint of Grievant _____

_____

_____

Remedy sought _____

_____

_____

Signature of Grievant _____ Date _____

Copies to Grievant, President of SSEA, Academic Dean

APPENDIX E

SOUTHERN STATE COMMUNITY COLLEGE
GRIEVANCE RESPONSE FORM

Name of Grievant _____

Date Grievance Filed (Step 2) _____

Step 2 Response of immediate Supervisor in writing_____

_____

_____

_____

_____

_____

Date _____ Signature _____

Appeal to Step 3

I wish to appeal this grievance to Step 3.

Date _____ Signature of Employee _____

Step 3 Response of Chief Academic Officer_____

_____

_____

_____

_____

_____

Step 4 Response of President of College

_____

_____

_____

_____

_____

_____

Date _____ Signature _____

Copies to Individual Grievant, President of SSEA

GUIDELINES AND PROCEDURES FOR ACADEMIC PROGRAM REVIEW

THE OHIO BOARD OF REGENTS

Faculty Credentials

The following expectations apply to all full-time and part-time instructors, including graduate teaching assistants and high school teachers who serve as adjunct faculty for dual enrollment courses:

1) For general education courses:
   - Faculty members teaching general education courses must hold a master's degree in the discipline or a master's degree and a cohesive set of at least 18 semester credit hours of graduate coursework relevant to the discipline.
   - Individuals who are making substantial progress toward meeting the faculty credentialing requirements and who are mentored by a faculty member who does meet the minimum credentialing requirements may serve as instructors during their educational programs. Examples of such individuals include graduate teaching assistants (GTAs), adjunct faculty members and dual enrollment faculty members
2) For courses other than general education courses:
   - Faculty members must hold a terminal degree or a degree at least one level above the degree level in which they are teaching:
     - At least a bachelor's degree if teaching in an associate degree program
     - At least a master's degree if teaching in a bachelor's degree programs
     - A terminal degree if teaching in a graduate program.
   - Individuals who are making substantial progress toward meeting the faculty credentialing requirements and who are mentored by a faculty member who does meet the minimum credentialing requirements may serve as instructors during their educational programs. Examples of such individuals include graduate teaching assistants (GTAs) or adjunct faculty members who are working toward meeting the faculty credentialing requirements.

   - Faculty members teaching technically- or practice-oriented courses must have practical experience in the field and hold current licenses and/or certifications, as applicable.

   - For programs involving clinical faculty (e.g., student teaching supervisors, clinical practicum supervisors), the credentials and involvement of clinical faculty are described and meet applicable professional standards for the delivery of the educational experiences.
3) The following expectations apply to all faculty members:
   - Faculty members must hold a degree from a regionally or nationally accredited institution recognized by the U.S. Department of Education or the Council for Higher Education Accreditation or equivalent as verified by a member of the National Associations of Credential Evaluation Services.

- Where professional accreditation or licensing standards for faculty exceed these standards, faculty members are expected to meet the higher standards.
- Faculty members must show evidence of continuing professional development in the discipline.
- Faculty members who teach online courses must be prepared for teaching in an online environment.
- Faculty members within a program should have received their degrees from a variety of institutions. Faculty members who received their degrees from a single institution should not constitute the majority of the program's faculty.

4) Exceptions

Certain individuals may be qualified to teach college-level courses yet not meet the faculty qualification criteria presented here. In such circumstances, it is the responsibility of each institution's chief academic officer to make decisions in consultation with program faculty regarding exceptions and to maintain a record of the justification of those exceptions. Documentation that could be used to support exceptions can include, but is not limited to: publications, licensure, certification, evidence of years of professional experience and/or professional reputation. Examples of individuals meriting an exception and institutional justification would include:

- A faculty member who has extraordinary practical or tested experience in a field that has been validated through publication and/or public recognition (such as in creative writing, painting, music, foreign language, or other areas of performance)
- Faculty members in fields where a degree one level above the degree that students are seeking is not be widely available (e.g., for instructors of certain technically-, professionally-, or occupationally-related courses). In those instances, the Chief Academic Officer, in collaboration with the faculty, will determine appropriate qualifications and apply them consistently
- Faculty members who possess the appropriate credential in their discipline but who teach in related disciplines; for example, engineering faculty members teaching math or business faculty members teaching economics

5) Responsibility for determining faculty qualifications

Chief academic officers are ultimately responsible for ensuring the following: a) that faculty credentialing requirements are met; b) that instructors who are working toward meeting credentialing requirements are appropriately mentored and making substantial progress in their coursework; c) that exceptions to the requirements are carefully considered and justified; and d) that exceptions are reserved for a small number of uniquely qualified individuals.

Commission Guidance on Determining Qualified Faculty

As noted in various sections of the third edition of the *Handbook of Accreditation,* in order to be responsive to rapid change, the *Handbook* was structured so that it could be quickly modified and updated through print replacement sections and through new and improved Web-based materials. The following information is intended to provide additional guidance to higher education organizations and to peer reviewers in determining and evaluating faculty qualifications in various higher education contexts. The guidance offered here serves to illuminate the Criteria for Accreditation and Core Components that speak to the importance of higher education organizations employing a qualified faculty for the varied and essential roles faculty members play.

The Commission's *Handbook* states that a "qualified faculty" consists of "people who by formal education and tested experience know what students must learn." It goes on to say that such faculties "create the curricular pathways through which students gain the competencies and skills they need." (Core Component 3b)

Knowing What Students Must Learn

- Within a specific discipline or field of study, "knowing what students must learn" refers to a faculty member's ability to understand and convey the essentials of the discipline that a student should master at various course and program levels. Qualified faculty are able to engage professionally with colleagues in determining the specific, stated learning objectives for all graduates of a specific program, as well as the full scope of the knowledge, skills, and dispositions appropriate to the degree awarded.

- In addition to knowing what students should learn within specific disciplines, qualified faculty also know the broad learning objectives of the college or university for all of its students. Criterion 4 states that an organization should create an academic environment that promotes "inquiry, creativity, practice, and social responsibility in ways consistent with its mission," The Commission expects that, through the higher education curricula that faculty develop, students gain "a breadth of knowledge and skills and the exercise of intellectual inquiry." Further, qualified faculty are able to determine "the usefulness of curricula to students who live and work in a global, diverse, and technological society." (Core Components 4b and 4c.)

- Qualified faculty not only know what students should learn but *whether and how much* they learn, since an organization should be able to provide "evidence of student learning and teaching effectiveness that demonstrates it is fulfilling its educational mission." (Criterion Three)

Using Credentials or Degrees Earned as a Basic for Determining Qualified Faculty

- Faculty credentials generally refer to the degrees faculty have earned at certain levels that provide a foundation for knowing what students should learn in a specific discipline or field. Over the years, some hallmarks and common expectations for faculty credentials have emerged within the higher education community, such as:

  ⇨ Faculty teaching in higher education organizations should have completed a significant program of study in the discipline they will teach and/or for which they will develop curricula, with substantial coursework at least one level above that of the courses being taught or developed. Further, it is assumed that successful completion of a coherent degree better prepares a person than an unstructured collection of credit courses;

  ⇨ Faculty teaching in undergraduate programs should hold a degree at least one level above that of the program in which they are teaching, and those teaching general education courses typically hold a master's degree or higher and should have completed substantial graduate coursework in the discipline of those courses;

  ⇨ Faculty teaching in graduate programs typically hold the terminal degree determined by the discipline;

  ⇨ Faculty overseeing doctoral education should know how to conduct research appropriate to the program and degree.

  These continue to be basic expectations adhered to by many colleges and universities and, therefore, most colleges and universities will integrate most of them into their faculty handbooks and hiring policies.

- Qualified faculty are identified *in part* by credentials, but there are limitations to considering only the degrees earned. For example,

  ⇨ Besides credentials, other vital attributes are necessary to qualify someone to teach, such as being able to design curricula, to develop and implement effective pedagogy, and to appreciate the breadth of knowledge so vital in quality undergraduate and graduate education;

  ⇨ Knowledge of a specific discipline as indicated by the credential is not all that is required, since faculty carry other significant responsibilities, such

as conducting research, advising students, participating in co-curricular activities, and contributing to shared governance;

⇨ An earned degree does not necessarily attest to a faculty member's ongoing professional development in the field. Knowing what students should know is dependent upon the discovery of new knowledge and "keeping up in the field";

⇨ Academic disciplines, degree programs, and curricula are not static. Because of changing academic, societal and workforce needs, colleges and universities are developing interdisciplinary and other non-traditional programs that require faculty to think beyond their own disciplines and traditional academic programs to determine what students should know and to design curricula accordingly;

⇨ In some cases, such as in practice-oriented disciplines or programs, tested experience in the field may be needed as much or more than formal educational preparation at a prescribed level in determining what students should know to practice.

Using "Tested Experience" as a Basis for Determining Qualified Faculty

- The value of using tested experience to determine faculty qualifications is largely dependent upon the relevance of the experience both to the degree level and to the specific content of the course(s) for which the faculty member is responsible. Tested experience implies that some objective measure ensures that the individual's knowledge and expertise are sufficient for determining what students must learn and have learned. For example:

⇨ A faculty member teaching baccalaureate-level courses in human resources or business ethics might not have a degree in business, but can provide evidence of effective work as a practicing labor relations attorney;

⇨ A faculty member who teaches courses for a pre-associate information technology, may not possess a graduate degree, but this person might have the industry certification and years of experience successfully working in the field;

⇨ A faculty member teaching the clinical courses in a master's program in education might not have a doctorate in education but, instead, might have documented recognition of excellence in teaching;

⇨ A faculty member teaching creative writing, painting, or music may have had his/her expertise, ability, and talent validated through publication or through wide critical and public acclaim;

⇨ A faculty member teaching conversational courses in a Native American or foreign language may demonstrate his/her qualification through formal recognition of competence by tribal elders or through a nationally recognized rating of proficiency in foreign language.

Following Good Practices in Determining Qualified Faculty

- The Commission expects that an "organization's resource base supports its educational programs and its plans for maintaining and strengthening their quality in the future." This requires that organizations have, and plan for, a sufficient number of qualified faculty to ensure educational quality. While not all faculty will possess the credentials that are regarded as "hallmarks," the overall mix of the faculty, within a given program and/or organization, should establish a foundation for maintaining and strengthening educational quality (Core Component 2b. In short, colleges and universities will value in each individual member credentials and/or experience, but the most important consideration is whether all of the members of the faculty together represent the breadth of skills, talents, and knowledge needed by the institution and the program.

- Higher education organizations typically establish and periodically review the minimum qualifications and expectations of faculty teaching in different disciplines and at different levels. Policies and practices are codified and widely shared to ensure consistency and diligence in any review of qualifications for making hiring, tenure, and promotion decisions. An organization's policies should make clear how educational preparation and professional experience are validated and weighed in determining faculty qualifications. While policies might differ among colleges, they should be clearly tied to how each institution determines "who by formal education and tested experience knows what students must learn."

- Generally, the same guidelines and principles should be used for employing part-time, adjunct, temporary, and/or non-tenure track faculty as are used in employing full-time tenure-track or tenured faculty, whose primary responsibility is teaching. Although some institutions place a heavy reliance on adjunct faculty, or give graduate teaching assistants the predominant responsibility for instruction in many course sections, an organization committed to effective teaching and learning in all courses and programs will be able to demonstrate consistent procedures and careful consideration of qualifications for all instructional faculty.

- A college or university should assist a productive member of the faculty in implementing a useful program of professional development. For a faculty

member with minimal credentials but considerable tested experience, that program might well involve completion of degrees, particularly graduate degrees, appropriate to that faculty member's work. As U.S. higher education addresses the call for the academy to provide education that prepares graduates for demands of the workplace, it is possible that acceptable professional development might include internships or other opportunities to practice in the profession.

The Commission does not dictate hiring standards to be applied to each member of the faculty. In providing this guidance, the Commission reflects its long-standing understanding that it is the responsibility of a college or university to establish and implement its own policies regarding faculty qualifications. The Commission's concern is about the overall capacity of the faculty to achieve the educational goals of the institution, and to do that, the faculty must be made up of "people who by formal education and tested experience know what students must learn."