AGREEMENT

between

SOUTHERN STATE COMMUNITY COLLEGE

and

SOUTHERN STATE EDUCATION ASSOCIATION

September 1, 2001, through August 31, 2004

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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.

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 major proposals and counterproposals hall be provided in writing.

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.

2.055 PUBLICATION OF NEGOTIATION: 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.

2.06 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—PRESIDENT: If the Employee's grievance is not satisfactorily settled at Step 2 of the procedure, the grievance form shall be submitted to the President of the College 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 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.

3.114 STEP FOUR—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 3 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 office3rs, 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: The Association shall be permitted reasonable use of the College's bulletin board in the staff lounge, Employee mailboxes, and the use of electronic media such as e-mail, fax, etc., as is available, for communicating with members of the bargaining unit. The Association shall reimburse the College at the same cost as the College incurs for such use.

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: One set of the Board of Trustees Policies and Procedures Manual will be made available to the Association President at the beginning of each Academic Year. Additionally, new Employees shall be supplied with a copy of the full-time faculty handbook and the Board of Trustees Policy and Procedures Manual during their initial quarter of employment. These materials also will be available to current Employees upon request. Employees will be notified of any revisions to these materials.

ARTICLE V

DURATION AND CONTRACT PROVISIONS

5.01 **DURATION OF AGREEMENT:** This Agreement shall become effective at 12:01 AM on September 1, 2001, except as otherwise specifically provided herein and shall continue in full force until midnight August 31, 2004, 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 CONTRACT: Individual contracts will be for either an academic year (3 quarters) or 4 quarters. 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 quarter 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 four quarter 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 the end of the Winter Quarter 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 four quarter 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 Four-Quarter 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 3 Quarters--Fall, Winter, and Spring--as outlined by the accreditation agency, not to exceed twelve (12) weeks in each Academic Quarter.

7.02 **ACADEMIC CALENDAR:** Employees on individual contracts shall begin work no earlier than September 1 and one (1) week prior to the beginning of classes in Fall quarter as defined by the College's calendar. In lieu of the one week prior to the beginning of classes in the Fall, programs which require additional time beyond eleven (11) weeks per Academic Quarter may schedule no more than a maximum of five (5) cumulative days for the calendar year. 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 Quarter. Employees' duties under a four quarter contract shall end at the completion of exams, graduation, and reports for summer quarter 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 Quarter 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 quarter. Compensation shall be calculated based upon a prorated four quarter contract as defined in section 16.01.

7.03 **ON-CAMPUS DUTIES--INDIVIDUAL CONTRACT:** Employees on a 3 quarter 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-six (176) days per Academic Year. Employees on a four quarter 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 six (226) days per year. Days on-campus shall be exclusive of

at least one calendar week between Winter and Spring and Spring and Summer Quarters.

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, and do academic advising.

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 shall attend the appropriate College commencement.

7.06 REQUIRED STANDARDS: Faculty will meet these required standards for reassignment or entrance to a bargaining unit position.

a. A Masters Degree with 21 graduate quarter hours in the discipline and the appropriate credentials as defined by the appropriate certifying or accreditation agency with which the college or program is affiliated, or

b. A Bachelors Degree and a minimum of five years full-time experience in the technical field and the credentials required by the appropriate certifying or accreditation agency with which the college or the program is affiliated, or

c. 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.

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 three quarter contract shall consist of forty-five (45) units per Academic year, usually fifteen (15) units per quarter unless irregularly scheduled classes are included in the employee's work load. In that instance either the time of service or the units per quarter or both may vary from the normal assignment but will be agreed to by both parties. The normal workload for a four quarter contract shall consist of 60 units per year, usually 15 per quarter. An Employee who, throughout an Academic Quarter, 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 SPECIAL PROGRAMS: Employees in the displaced homemaker program, and other similar programs that do not have schedules and requirements that are the same as those for the general

program shall receive 15 units upon satisfaction of the requirements of the program established pursuant to the rules, regulations, and program requirements of the Ohio Department of Vocational Education, or any other agency that governs and regulates the program in question.

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

a. One unit for each credit hour per week.

b. One-half unit for each laboratory contact hour per week.

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 ADN, LPN, or Medical Assisting Programs.

7.084 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 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. If the College and the Association are unable to reach agreement on the unit determination, the Association may within 14 days of the meeting held pursuant to this Section file a grievance directly at Step Three of the grievance procedure set forth in Article III, Section 3.113 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. 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.

7.11 CANCELLATION OF CLASSES: Employees may 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 MILEAGE PAYMENT: If assignments are not on campus locations, the College will pay mileage at the current IRS rate for distances traveled in excess of the distance traveled by the Employee in the Employee's normal assignment.

7.13 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.

7.131 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.

7.14 OFFICE HOURS:

7.141 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.

7.142 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.

7.143 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.

7.144 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.

7.15 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.

7.16 PHILOSOPHY: 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.

7.17 DEVELOPMENT OF A DISTANCE LEARNING COURSE SHALL PROCEED AS FOLLOWS:

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

7.172 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.

7.173 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.

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

7.181 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 online course. For subsequent development, the employee will be compensated with release time at least equal to the number of units assigned to the course.

7.182 ITV 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 with

release time equal to at least 0.5 times the number of units assigned to the course.

7.183 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.

7.19 DELIVERY OF DISTANCE LEARNING COURSES SHALL PROCEED AS FOLLOWS:

7.191 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.

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

7.201 ONLINE COURSES: Class size shall be a minimum of three (3) and a maximum of twelve (12) 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.

7.202 ITV COURSES: 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.

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

7.211 ONLINE COURSES: The compensation for offering an online course will be equal to the number of units of the course plus one (1) additional unit for class size over fifteen (15).

7.212 ITV COURSES: 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).

7.213 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.

7.22 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.

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

7.222 The course is cancelled.

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

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

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

7.226 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.

7.227 The Employee decides not to offer the course, in which case the Employee shall be entitled to one-half (1/2) the release time as indicated in Articles 7.181 and 7.182 provided the Employee has completed the College's training program.

7.23 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 in which the Employee has contracted to teach the course and when the Employee is being compensated according to Articles 7.181 – 7.183; however, the College may not retransmit said materials in future quarters 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 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) hours from a regionally accredited institution or the equivalent combination of graduate quarter 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 **PURPOSE:** The purpose of the evaluation process is to give Employees the opportunity to review their performance and to encourage continued improvement and growth.

9.011 **CAO**: Refers to the supervisor identified in 1.06 by whatever title.

9.02 **AREAS OF EVALUATION**: Employees will be evaluated on their job requirements as defined in 7.051. Employees will be evaluated in one or more of the areas listed below. Each Employee will be evaluated in the area of "teaching". Although professional development and service to the college are important parts of professional behavior, not every Employee will be evaluated in these areas during an evaluation period.

1. "Teaching"

2. Professional development

3. Service to the College

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

a) Copies of Article IX in its final form
b) Any necessary definition of terms
c) Samples of evaluation methods and tools

Faculty may submit materials to the CAO for inclusion in this file.

9.04 **FREQUENCY OF EVALUATION**: An Employee will be evaluated each year for their first two years (probationary) as a full-time faculty member at SSCC. After the probationary period of two years, Employees will be evaluated once every three succeeding year period.

9.05 **PERSONNEL FILE**: A document to be placed in the personnel file is attached. The Employee, 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 the dean of the division or the CAO's office.

9.06 EVALUATION PROCESS:

9.061 **STEP 1:** By October 15 of each academic year, the dean of the division or the CAO will notify the Employees who are to be evaluated during the academic year.

9.062 **STEP 2:** The Employee will develop a written evaluation plan that will include the objectives upon which they will be evaluated and the tool or methods to be used. This plan will be submitted to the dean of the division or the CAO by October 31.

9.063 **STEP 3:** The dean of the division or the CAO will schedule a meeting with each Employee to be evaluated to discuss the Employee's evaluation plan. Both parties will sign the plan. The first meeting will be held prior to the end of the fall quarter.

9.064 **STEP 4:** The Employee will complete the evaluation activities June 30. In extenuating circumstances, an Employee, other than Employees within their first two years at SSCC, may request a one year extension.

9.065 **STEP 5:** The Employee will schedule a meeting time(s) during the evaluation process to present his/her evaluation materials to the dean of the division or the CAO.

9.066 The 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 dean of the division to the CAO at any step of the evaluation process.

9.07 FACULTY EVALUATION METHODS AND TOOLS:

9.071 **TEACHING**: Because the classroom conditions, student makeup, individual program and course objectives, and other important conditions and circumstances can vary greatly from Employee to Employee, Employees, in consultation with the dean of the division or the CAO, will decide which specific aspects of classroom performance or which specific job description duties will be considered during the evaluation period. Examples of acceptable evaluation tools include, but are not limited to, the following:

- Video tapes of teaching, counseling, tutoring, advising, etc.

- Standardized student evaluations
- Narrative student evaluations
- Standardized peer evaluations
- Evaluative letters from students
- Standardized CAO evaluation
- Narrative CAO evaluation
- Evaluative letters from former students/alumni
- Evaluative letters from peers

Various materials that illustrate students' success may include, but are not limited to, the following:

- Pre- and post–exam results
- Examination results
- Sample student papers
- Tests and quizzes
- Student creations
- Sample student journals

Various materials will illustrate the Employee's work may include, but are not limited to, the following:

- Handouts
- Syllabi
- Assignments
- Supplemental Texts
- Audio tapes and videotapes of lectures

- Lecture notes
- Faculty journals and diaries
- Computer diskettes
- Computer programs and/or software
- Availability of the services provided
- Student use of the services provided
- Advertising or announcements of available services

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 membership in professional organizations

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.

Videotapes

Slides

Audiotapes

Letters of recommendation from professional colleagues
Personal narratives

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 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 of financial support of the College (monetary or in-kind)

Evidence at attendance at college-wide meetings, meetings of the board of trustees, meetings of student groups, etc

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Evidence of community service (not necessarily restricted to activities within the five-county service area)

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.

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 quarter 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.

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. Vacancies for which postings are to be mailed include postings to all employees with off campus assignments, postings to all individuals on layoff status, and postings to all employees during exam week. During summer and between quarter breaks mailed postings will be postmarked 14 days prior to hiring. Postings that are not to be mailed will be placed on the bulletin boards on each campus and in faculty mailboxes 7 days prior to hiring.

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 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 4 quarter contract to a 3 quarter contract the employee affected will be offered the 3 quarter 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 Quarter.

14.03 APPLICATION FOR SPECIFIC TEACHING ASSIGNMENTS: The College shall distribute a preliminary schedule of classes to be offered each Quarter. The College shall make a good faith effort to notify employees of additional credit class offerings prior to the classes being staffed. Within two weeks following the distribution of this preliminary schedule, Employees who wish to be considered for specific teaching assignments must give notice in writing to the College in which the desired teaching assignments are identified. Any deviation from the Employee's selection and the College assignment will be discussed with the Employee prior to publication of the final schedule and assignments.

14.04 PUBLICATION OF FINAL SCHEDULE OF CLASSES AND ASSIGNMENTS: After determination of Employee teaching assignments, the College shall establish and post a Schedule of Classes and Employee teaching assignments for each Quarter. For the Fall Quarter this shall be done by the July 1 prior to that Fall Quarter, and for the Winter, Spring and Summer Quarters, this shall be done approximately two weeks prior to the end of the previous Quarter.

14.05 OPTION FOR ADDITIONAL CLASS(ES): An Employee who wishes to be considered for an assignment to teach an additional class or classes to which no Employee has been assigned in the schedule of classes shall give written notice to the College within ten calendar days after the mailing of the schedule of classes to each Employee by campus mail. Should the schedule of classes not be available for distribution during the Academic Year (Fall, Winter, or Spring Quarters) then the schedule will be mailed to the Employee's home address.

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 Quarter 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 16.07 for each unit above twenty-one (21).

14.08 OVERLOAD: When there are classes which are not offered on the regular quarter schedule, the College will designate the quarter 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 QUARTER ASSIGNMENTS: An Employee may notify the College of the Employee's desire to teach during the Summer Quarter. This notification shall identify the classes the Employee desires to teach. Teaching assignments

for the Summer Quarter 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 Quarter unless other qualified Employees, who have notified the College of their desire to teach during the Summer Quarter, 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. The College shall request persons viewing the Employee's personnel file to sign a request form that shall include the requester's name and address. A copy of such release shall be sent to the affected Employee. Personnel files will not be removed from College premises under circumstances prohibited by law.

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.

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

15.05 CLASS SIZE: Class size will be determined prior to the printing of each quarterly schedule in consultation with the faculty. 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: No Employee of the College shall open any mail or access any electronic mail that is addressed exclusively to an Employee, except with the prior authorization of the addressee or as required by law.

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 FOUR-QUARTER CONTRACTS: Compensation for duties performed pursuant to a Four-Quarter contract shall be at the same rate for the Academic Year pro-rated on the basis of the nine (9) month Academic Year contract. Payment shall be on usual pay dates during the Four-Quarter 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 $1,200 per quarter. Consideration will be given to Employees when the College selects Faculty Liaisons. The College shall solicit the department Employees' participation in the selection, recommendation, reappointment, or replacement of Faculty Liaisons for that particular department.

16.03 INDEPENDENT STUDY: Upon approval by the Chief Academic Officer, independent study compensation shall be one hundred dollars ($100.00) for a student in an independent study course if teaching that student results in the Employee teaching an overload. An Employee who teaches overload because the Employee teaches an independent study course shall not receive compensation for overload pursuant to Section 16.04 of this Article. Compensation shall be paid at the end of the quarter in which the study is completed at the same time specified for overload pay.

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 quarterly.

16.041 OVERLOAD CONDITIONS: Employees who work more than 15 units during a quarter will receive overload compensation for that quarter 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 quarter but does not intend to exceed 45 units for the year.

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

16.042 OVERLOAD COMPENSATION: The compensation for each unit of overload will be governed by the following unless Section 14.07 applies:

9/1/01 – 8/31/02	$352
9/1/02 – 8/31/03	$360
9/1/03 – 8/31/04	$369

16.043 OVERLOAD PAYMENT SCHEDULE: Overload calculations shall be made no later than the end of the second week of the quarter. Payment for overload shall be made within 30 days of that date.

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

	EFFECTIVE 9/1-01	EFFECTIVE 9/1/02	EFFECTIVE 9/1/03
Bachelors or less	$471	$482	$495
Masters	$538	$550	$564
Masters plus 30 Credits	$597	$611	$627
Masters plus 45 Credits	$647	$662	$679
Doctorate	$696	$712	$731

Compensation for assignments during the Summer Quarter will be paid on the usual pay dates for the period in which this work is performed. Summer Quarter 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" 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.

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 or a Master's Degree with 21 graduate quarter hours in the discipline.

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. (If a newly hired employee's experience evaluation places them on a step higher than another employee in the same discipline, the experience of the affected employee will be reevaluated under the definitions in this agreement and will be placed on the step of the new evaluation or the step of the newly hired employee whichever is lower.)

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

d. For each 60 units of part-time teaching at the College, 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 9/1/01	Effective 9/1/02	Effective 9/1/03
$20,763	$21,241	$21,793

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 September 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 Quarter 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 continue 1997-1998 medical benefits, coverages and premiums during Contract Years 1998-99.

17.02 MEDICAL EXPENSE INSURANCE: The current medical expense 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 this plan of 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-five (25).

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 follow: Ninety percent (90%) of the applicable family coverage; or one hundred percent (100%) of the applicable single coverage. The Employee shall pay, in advance and through payroll deduction, the remainder of any monthly premium cost of the coverage he elects.

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, a copy of the medical plan, and a description of any preexisting restrictions.

17.03 TUITION WAIVER:

17.031 EMPLOYEE/DEPENDENT: Employees, spouses of Employees, children and stepchildren of Employees under the age of twenty-four (24) 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. Employees, spouses of Employees, children, step-children, and grandchildren under the age of twenty-four (24) 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. Employees, spouses of Employees, children, step-children and grandchildren under the age of twenty-four (24) will be responsible for paying the course fees, including the cost of a physical examination for the truck driving academy. However, the tuition for the course will be waived.

17.032 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 (24^{th}) birthday. After this date, the benefit immediately ceases.

17.033 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.

17.04 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.

17.05 TUITION REIMBURSEMENT: For each fiscal year (July 1-June 30), the College shall budget $12,000 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 30 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 30 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 $3,000 per year for approved classes. The tuition reimbursement shall be made in the order of the approval of classes until the fund is exhausted.

17.06 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. To receive reimbursement, an Employee must submit the Employee's expense statement within thirty (30) days after the end of the quarter in which the expense is incurred.

17.07 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 $100 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.

17.08 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 Quarter. 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.

17.09 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.

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

17.092 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.

17.093 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.

17.10 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.

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

17.12 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 plan guidelines.

17.13 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. The amount allowable in an individual Employee's medical account, including Employer and Employee contributions, will be at least two thousand, seven hundred dollars ($2,700). Flexible spending accounts will be administered by a third party, and third party costs will be covered by the College.

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 his 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.

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 38 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.

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 the end of the Winter quarter 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 quarter.

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) quarter 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 (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 College shall print and distribute a copy to all Employees in the bargaining unit and each new Employee hired thereafter. The Association shall provide a final camera-ready copy of the Agreement. The size of the printed document will be approximately 8-1/2" x 11". The Association shall receive an additional fifty (50) copies. Subsequent revisions or amendments will also be printed and distributed to all members of the bargaining unit.

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 _____ day of _____ , 20____.

Southern State Community College	Southern State Education Association
_____	_____
Ralph Shell, Pres. of the Board	Robert Thomas Stroup, President
_____	_____
Lawrence Dukes, Pres. of College	Cathy LaParl, Team Member
_____	_____
James Buck, Team Member	Kenneth O. Shull, Team Member
_____	_____
Sherry Stout, Team Member	W. R. Horne, Team Member
_____	_____
Marsha Snyder, Team Member	Brenda Tilton, Team Member
_____	_____
Richard Shrubb, Team Member	Peggy Roark, Team Member
_____	_____
Ernest Cronan, Team Member	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 contracts.

Therefore the parties agree as follows:

These positions are grandfathered as four quarter contract positions as long as the individual currently employed in that position remains in that position.

2 RN positions:	Dora Davison Carolyn Campbell
3 LPN positions:	Marilyn Jones Teresa Grooms Martha Jett
2 Engineering:	Tom Stroup Glenn Robison
1 Librarian:	Louis Mays
1 "Your Place":	Karen Newby

For the Association

_____
Robert Thomas Stroup, President/Date

_____
Dora Davison/Date

_____
Marilyn Jones/Date

_____
Martha Jett/Date

_____
Glenn Robison/Date

_____
Karen Newby/Date

For the College

_____
Lawrence Dukes, President/Date

_____
Carolyn Campbell/Date

_____
Teresa Grooms/Date

_____
Tom Stroup/Date

_____
Louis Mays/Date

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 job descriptions for Employees.

Therefore the parties agree as follows:

1. The College and the Association agree to meet during Spring quarter 1999 to revise the current position descriptions for Employees. Revision is to be by mutual agreement and will be completed by the end of summer quarter 1999.

2. These position descriptions will include the area or areas of responsibility and the Employee currently holding that position. Any issues of lab responsibilities will be resolved at that time.

3. Violations of the Memorandum would be subject to grievance procedures.

For the Association		For the College	
_____		_____	
Robert Thomas Stroup	Date	Lawrence N. Dukes	Date

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 conditions of initial Employment of the Employee, Stan Macklow.

Therefore the parties agree as follows:

Recognizing that Stan Macklow was hired under an agreement that paid him an additional $5000, in addition to the condition in 16.081, because of job market conditions at the time of hire, SSCC and the SSEA agree that $5000 will be added to his salary as an Employee until his retirement or until his employment as a faculty member is terminated. It is understood that if he should return to a faculty position under 18.11 this payment would not be in effect. This agreement is not considered precedent setting or in any way applicable to other Employees of the College.

For the Association

_____
Robert Thomas Stroup/Date

_____
Stan Macklow/Date

For the College

_____
Lawrence N. Dukes/Date

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

The Southern State Education Association (hereinafter "Association") and the Southern State Community College (hereinafter "College") jointly desiring to ensure a faculty review process that exemplifies excellence, service, dedication to student learning and to faculty growth, development and recognition, hereby agree as follows:

- During the 2002-2003 academic year, to meet as needed to study the effects of the current process to identify desired improvements, and to agree upon changes, if any, in the current process.

- To revise the current process and make necessary changes in Article IX.

- To implement jointly the reviewed and revised process for the benefit of the faculty and students of Southern State Community College.

Compliance with the provisions of this Memorandum of Intention is subject to the grievance process.

For the Association

_____
Date

For the College

_____
Date

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 College's contribution to each Employee's individual cafeteria plan.

Therefore, the parties agree as follows:

As it is not possible to add to or change contributions to the cafeteria plan in 2002, the College will issue a $500 check to each Association member. The College and the Association will work to ensure that all eligible Association members complete the necessary paperwork to join the cafeteria plan or to modify the full-time faculty member's existing cafeteria plan by December 31, 2002.

The College will contribute $37.50 per pay period into each Employee's cafeteria plan from January 15, 2003, through August 31, 2003, to fulfill the College's obligation of $600 per Employee for the second year of the contract.

The College will contribute $29.17 per pay period into each Employee's cafeteria plan from September 15, 2003, through August 31, 2004, to fulfill the College's obligation of $700 per Employee for the third year of the contract.

For the Association	For the College
_____	_____
Robert Thomas Stroup, Pres.	Lawrence N. Dukes, President
_____	_____
Date	Date

APPENDIX A
Base Salary: $20,763

SOUTHERN STATE COMMUNITY COLLEGE
FACULTY SCALE
Effective Sept. 1, 2001

Steps	BA or less	MA	MA+30	MA+45	Doctorate
0.00	$20,763.00	$23,690.58	$26,327.48	$28,507.60	$30,687.71
	1.0000	1.1410	1.2680	1.3730	1.4780
1.00	$21,801.15	$24,780.64	$27,417.54	$29,649.56	$31,933.49
	1.0500	1.1935	1.3205	1.4280	1.5380
1.50	$22,320.23	$25,326.71	$27,963.61	$30,220.55	$32,556.38
	1.0750	1.2198	1.3468	1.4555	1.5680
2.00	$22,839.30	$25,870.70	$28,507.60	$30,791.53	$33,179.27
	1.1000	1.2460	1.3730	1.4830	1.5980
2.50	$23,358.38	$26,416.76	$29,053.67	$31,362.51	$33,802.16
	1.1250	1.2723	1.3993	1.5105	1.6280
3.00	$23,877.45	$26,960.76	$29,597.66	$31,933.49	$34,425.05
	1.1500	1.2985	1.4255	1.5380	1.6580
3.50	$24,396.53	$27,506.82	$30,143.72	$32,504.48	$35,047.94
	1.1750	1.3248	1.4518	1.5655	1.6880
4.00	$24,915.60	$28,032.13	$30,687.71	$33,075.46	$35,670.83
	1.2000	1.3501	1.4780	1.5930	1.7180
4.50	$25,434.68	$28,596.88	$31,233.78	$33,646.44	$36,293.72
	1.2250	1.3773	1.5043	1.6205	1.7480
5.00	$25,953.75	$29,140.87	$31,777.77	$34,217.42	$36,916.61
	1.2500	1.4035	1.5305	1.6480	1.7780
5.50	$26,472.83	$29,686.94	$32,323.84	$34,788.41	$37,539.50
	1.2750	1.4298	1.5568	1.6755	1.8080
6.00	$26,991.90	$30,230.93	$32,867.83	$35,359.39	$38,162.39
	1.3000	1.4560	1.5830	1.7030	1.8380

6.50	$27,510.98	$30,776.99	$33,413.90	$35,930.37	$38,785.28
	1.3250	1.4823	1.6093	1.7305	1.8680
7.00	$28,030.05	$31,320.99	$33,957.89	$36,501.35	$39,408.17
	1.3500	1.5085	1.6355	1.7580	1.8980
7.50	$28,549.13	$31,867.05	$34,503.95	$37,072.34	$40,031.06
	1.3750	1.5348	1.6618	1.7855	1.9280
8.00	$29,068.20	$32,411.04	$35,047.94	$37,643.32	$40,653.95
	1.4000	1.5610	1.6880	1.8130	1.9580
8.50	$29,587.28	$32,957.11	$35,594.01	$38,214.30	$41,276.84
	1.4250	1.5873	1.7143	1.8405	1.9880
9.00	$30,106.35	$33,501.10	$36,138.00	$38,785.28	$41,899.73
	1.4500	1.6135	1.7405	1.8680	2.0180
9.50	$30,625.43	$34,047.17	$36,684.07	$39,356.27	$42,522.62
	1.4750	1.6398	1.7668	1.8955	2.0480
10.00	$31,144.50	$34,591.16	$37,228.06	$39,927.25	$43,145.51
	1.5000	1.6660	1.7930	1.9230	2.0780
10.50	$31,663.58	$35,137.22	$37,774.13	$40,498.23	$43,768.40
	1.5250	1.6923	1.8193	1.9505	2.1080
11.00	$32,182.65	$35,681.22	$38,318.12	$41,069.21	$44,391.29
	1.5500	1.7185	1.8455	1.9780	2.1380
11.50	$32,701.73	$36,227.28	$38,864.18	$41,640.20	$45,014.18
	1.5750	1.7448	1.8718	2.0055	2.1680
12.00	$33,220.80	$36,771.27	$39,408.17	$42,211.18	$45,637.07
	1.6000	1.7710	1.8980	2.0330	2.1980
12.50	$33,739.88	$37,317.34	$39,954.24	$42,782.16	$46,259.96
	1.6250	1.7973	1.9243	2.0605	2.2280
13.00	$34,258.95	$37,861.33	$40,498.23	$43,353.14	$46,882.85
	1.6500	1.8235	1.9505	2.0880	2.2580
13.50	$34,778.03	$38,407.40	$41,044.30	$43,924.13	$47,505.74
	1.6750	1.8498	1.9768	2.1155	2.2880

14.00	$35,297.10	$38,951.39	$41,588.29	$44,495.11	$48,128.63
	1.7000	1.8760	2.0030	2.1430	2.3180
14.50	$35,816.18	$39,497.45	$42,134.36	$45,066.09	$48,751.52
	1.7250	1.9023	2.0293	2.1705	2.3480
15.00	$36,335.25	$40,041.45	$42,678.35	$45,637.07	$49,374.41
	1.7500	1.9285	2.0555	2.1980	2.3780
15.50	$36,335.25	$40,587.51	$43,224.41	$46,208.06	$49,997.30
	1.7500	1.9548	2.0818	2.2255	2.4080
16.00	$36,335.25	$41,131.50	$43,768.40	$46,779.04	$50,620.19
	1.7500	1.9810	2.1080	2.2530	2.4380
16.50	$36,335.25	$41,677.57	$44,314.47	$47,350.02	$51,243.08
	1.7500	2.0073	2.1343	2.2805	2.4680
17.00	$36,335.25	$42,221.56	$44,858.46	$47,921.00	$51,865.97
	1.7500	2.0335	2.1605	2.3080	2.4980
17.50	$36,335.25	$42,767.63	$45,404.53	$48,491.99	$52,488.86
	1.7500	2.0598	2.1868	2.3355	2.5280
18.00	$36,335.25	$43,311.62	$45,948.52	$49,062.97	$53,111.75
	1.7500	2.0860	2.2130	2.3630	2.5580
18.50	$36,335.25	$43,857.68	$46,494.59	$49,633.95	$53,734.64
	1.7500	2.1123	2.2393	2.3905	2.5880
19.00	$36,335.25	$44,401.68	$47,038.58	$50,204.93	$54,357.53
	1.7500	2.1385	2.2655	2.4180	2.6180
19.50	$36,335.25	$44,947.74	$47,584.64	$50,775.92	$54,980.42
	1.7500	2.1648	2.2918	2.4455	2.6480
20.00	$36,335.25	$45,491.73	$48,128.63	$51,346.90	$55,603.31
	1.7500	2.1910	2.3180	2.4730	2.6780
20.50	$36,335.25	$46,037.80	$48,674.70	$51,917.88	$56,226.20
	1.7500	2.2173	2.3443	2.5005	2.7080
21.00	$36,335.25	$46,581.79	$49,218.69	$52,488.86	$56,849.09
	1.7500	2.2435	2.3705	2.5280	2.7380

21.50	$36,335.25	$47,127.86	$49,764.76	$53,059.85	$57,471.98
	1.7500	2.2698	2.3968	2.5555	2.7680
22.00	$36,335.25	$61,458.48	$50,308.75	$53,630.83	$58,094.87
	1.7500	2.9600	2.4230	2.5830	2.7980
22.50	$36,335.25	$48,217.91	$50,854.82	$54,201.81	$58,717.76
	1.7500	2.3223	2.4493	2.6105	2.8280
23.00	$36,335.25	$48,761.91	$51,398.81	$54,772.79	$59,340.65
	1.7500	2.3485	2.4755	2.6380	2.8580
23.50	$36,335.25	$49,307.97	$51,944.87	$55,343.78	$59,963.54
	1.7500	2.3748	2.5018	2.6655	2.8880
24.00	$36,335.25	$49,851.96	$52,488.86	$55,914.76	$60,586.43
	1.7500	2.4010	2.5280	2.6930	2.9180

APPENDIX A
Base Salary: $21,241

SOUTHERN STATE COMMUNITY COLLEGE
FACULTY SCALE
Effective Sept. 1, 2002

Steps	BA or less	MA	MA+30	MA+45	Doctorate
0.00	$21,241.00	$24,235.98	$26,933.59	$29,163.89	$31,394.20
	1.0000	1.1410	1.2680	1.3730	1.4780
1.00	$22,303.05	$25,351.13	$28,048.74	$30,332.15	$32,668.66
	1.0500	1.1935	1.3205	1.4280	1.5380
1.50	$22,834.08	$25,909.77	$28,607.38	$30,916.28	$33,305.89
	1.0750	1.2198	1.3468	1.4555	1.5680
2.00	$23,365.10	$26,466.29	$29,163.89	$31,500.40	$33,943.12
	1.1000	1.2460	1.3730	1.4830	1.5980
2.50	$23,896.13	$27,024.92	$29,722.53	$32,084.53	$34,580.35
	1.1250	1.2723	1.3993	1.5105	1.6280
3.00	$24,427.15	$27,581.44	$30,279.05	$32,668.66	$35,217.58
	1.1500	1.2985	1.4255	1.5380	1.6580
3.50	$24,958.18	$28,140.08	$30,837.68	$33,252.79	$35,854.81
	1.1750	1.3248	1.4518	1.5655	1.6880
4.00	$25,489.20	$28,677.47	$31,394.20	$33,836.91	$36,492.04
	1.2000	1.3501	1.4780	1.5930	1.7180
4.50	$26,020.23	$29,255.23	$31,952.84	$34,421.04	$37,129.27
	1.2250	1.3773	1.5043	1.6205	1.7480
5.00	$26,551.25	$29,811.74	$32,509.35	$35,005.17	$37,766.50
	1.2500	1.4035	1.5305	1.6480	1.7780
5.50	$27,082.28	$30,370.38	$33,067.99	$35,589.30	$38,403.73
	1.2750	1.4298	1.5568	1.6755	1.8080
6.00	$27,613.30	$30,926.90	$33,624.50	$36,173.42	$39,040.96
	1.3000	1.4560	1.5830	1.7030	1.8380

6.50	$28,144.33	$31,485.53	$34,183.14	$36,757.55	$39,678.19
	1.3250	1.4823	1.6093	1.7305	1.8680
7.00	$28,675.35	$32,042.05	$34,739.66	$37,341.68	$40,315.42
	1.3500	1.5085	1.6355	1.7580	1.8980
7.50	$29,206.38	$32,600.69	$35,298.29	$37,925.81	$40,952.65
	1.3750	1.5348	1.6618	1.7855	1.9280
8.00	$29,737.40	$33,157.20	$35,854.81	$38,509.93	$41,589.88
	1.4000	1.5610	1.6880	1.8130	1.9580
8.50	$30,268.43	$33,715.84	$36,413.45	$39,094.06	$42,227.11
	1.4250	1.5873	1.7143	1.8405	1.9880
9.00	$30,799.45	$34,272.35	$36,969.96	$39,678.19	$42,864.34
	1.4500	1.6135	1.7405	1.8680	2.0180
9.50	$31,330.48	$34,830.99	$37,528.60	$40,262.32	$43,501.57
	1.4750	1.6398	1.7668	1.8955	2.0480
10.00	$31,861.50	$35,387.51	$38,085.11	$40,846.44	$44,138.80
	1.5000	1.6660	1.7930	1.9230	2.0780
10.50	$32,392.53	$35,946.14	$38,643.75	$41,430.57	$44,776.03
	1.5250	1.6923	1.8193	1.9505	2.1080
11.00	$32,923.55	$36,502.66	$39,200.27	$42,014.70	$45,413.26
	1.5500	1.7185	1.8455	1.9780	2.1380
11.50	$33,454.58	$37,061.30	$39,758.90	$42,598.83	$46,050.49
	1.5750	1.7448	1.8718	2.0055	2.1680
12.00	$33,985.60	$37,617.81	$40,315.42	$43,182.95	$46,687.72
	1.6000	1.7710	1.8980	2.0330	2.1980
12.50	$34,516.63	$38,176.45	$40,874.06	$43,767.08	$47,324.95
	1.6250	1.7973	1.9243	2.0605	2.2280
13.00	$35,047.65	$38,732.96	$41,430.57	$44,351.21	$47,962.18
	1.6500	1.8235	1.9505	2.0880	2.2580
13.50	$35,578.68	$39,291.60	$41,989.21	$44,935.34	$48,599.41
	1.6750	1.8498	1.9768	2.1155	2.2880

14.00	$36,109.70	$39,848.12	$42,545.72	$45,519.46	$49,236.64
	1.7000	1.8760	2.0030	2.1430	2.3180
14.50	$36,640.73	$40,406.75	$43,104.36	$46,103.59	$49,873.87
	1.7250	1.9023	2.0293	2.1705	2.3480
15.00	$37,171.75	$40,963.27	$43,660.88	$46,687.72	$50,511.10
	1.7500	1.9285	2.0555	2.1980	2.3780
15.50	$37,171.75	$41,521.91	$44,219.51	$47,271.85	$51,148.33
	1.7500	1.9548	2.0818	2.2255	2.4080
16.00	$37,171.75	$42,078.42	$44,776.03	$47,855.97	$51,785.56
	1.7500	1.9810	2.1080	2.2530	2.4380
16.50	$37,171.75	$42,637.06	$45,334.67	$48,440.10	$52,422.79
	1.7500	2.0073	2.1343	2.2805	2.4680
17.00	$37,171.75	$43,193.57	$45,891.18	$49,024.23	$53,060.02
	1.7500	2.0335	2.1605	2.3080	2.4980
17.50	$37,171.75	$43,752.21	$46,449.82	$49,608.36	$53,697.25
	1.7500	2.0598	2.1868	2.3355	2.5280
18.00	$37,171.75	$44,308.73	$47,006.33	$50,192.48	$54,334.48
	1.7500	2.0860	2.2130	2.3630	2.5580
18.50	$37,171.75	$44,867.36	$47,564.97	$50,776.61	$54,971.71
	1.7500	2.1123	2.2393	2.3905	2.5880
19.00	$37,171.75	$45,423.88	$48,121.49	$51,360.74	$55,608.94
	1.7500	2.1385	2.2655	2.4180	2.6180
19.50	$37,171.75	$45,982.52	$48,680.12	$51,944.87	$56,246.17
	1.7500	2.1648	2.2918	2.4455	2.6480
20.00	$37,171.75	$46,539.03	$49,236.64	$52,528.99	$56,883.40
	1.7500	2.1910	2.3180	2.4730	2.6780
20.50	$37,171.75	$47,097.67	$49,795.28	$53,113.12	$57,520.63
	1.7500	2.2173	2.3443	2.5005	2.7080
21.00	$37,171.75	$47,654.18	$50,351.79	$53,697.25	$58,157.86
	1.7500	2.2435	2.3705	2.5280	2.7380

21.50	$37,171.75	$48,212.82	$50,910.43	$54,281.38	$58,795.09
	1.7500	2.2698	2.3968	2.5555	2.7680
22.00	$37,171.75	$62,873.36	$51,466.94	$54,865.50	$59,432.32
	1.7500	2.9600	2.4230	2.5830	2.7980
22.50	$37,171.75	$49,327.97	$52,025.58	$55,449.63	$60,069.55
	1.7500	2.3223	2.4493	2.6105	2.8280
23.00	$37,171.75	$49,884.49	$52,582.10	$56,033.76	$60,706.78
	1.7500	2.3485	2.4755	2.6380	2.8580
23.50	$37,171.75	$50,443.13	$53,140.73	$56,617.89	$61,344.01
	1.7500	2.3748	2.5018	2.6655	2.8880
24.00	$37,171.75	$50,999.64	$53,697.25	$57,202.01	$61,981.24
	1.7500	2.4010	2.5280	2.6930	2.9180

APPENDIX A
Base Salary: $21,793

SOUTHERN STATE COMMUNITY COLLEGE
FACULTY SCALE
Effective Sept. 1, 2003

Steps	BA or less	MA	MA+30	MA+45	Doctorate
0.00	$21,793.00	$24,865.81	$27,633.52	$29,921.79	$32,210.05
	1.0000	1.1410	1.2680	1.3730	1.4780
1.00	$22,882.65	$26,009.95	$28,777.66	$31,120.40	$33,517.63
	1.0500	1.1935	1.3205	1.4280	1.5380
1.50	$23,427.48	$26,583.10	$29,350.81	$31,719.71	$34,171.42
	1.0750	1.2198	1.3468	1.4555	1.5680
2.00	$23,972.30	$27,154.08	$29,921.79	$32,319.02	$34,825.21
	1.1000	1.2460	1.3730	1.4830	1.5980
2.50	$24,517.13	$27,727.23	$30,494.94	$32,918.33	$35,479.00
	1.1250	1.2723	1.3993	1.5105	1.6280
3.00	$25,061.95	$28,298.21	$31,065.92	$33,517.63	$36,132.79
	1.1500	1.2985	1.4255	1.5380	1.6580
3.50	$25,606.78	$28,871.37	$31,639.08	$34,116.94	$36,786.58
	1.1750	1.3248	1.4518	1.5655	1.6880
4.00	$26,151.60	$29,422.73	$32,210.05	$34,716.25	$37,440.37
	1.2000	1.3501	1.4780	1.5930	1.7180
4.50	$26,696.43	$30,015.50	$32,783.21	$35,315.56	$38,094.16
	1.2250	1.3773	1.5043	1.6205	1.7480
5.00	$27,241.25	$30,586.48	$33,354.19	$35,914.86	$38,747.95
	1.2500	1.4035	1.5305	1.6480	1.7780
5.50	$27,786.08	$31,159.63	$33,927.34	$36,514.17	$39,401.74
	1.2750	1.4298	1.5568	1.6755	1.8080
6.00	$28,330.90	$31,730.61	$34,498.32	$37,113.48	$40,055.53
	1.3000	1.4560	1.5830	1.7030	1.8380

6.50	$28,875.73 1.3250	$32,303.76 1.4823	$35,071.47 1.6093	$37,712.79 1.7305	$40,709.32 1.8680
7.00	$29,420.55 1.3500	$32,874.74 1.5085	$35,642.45 1.6355	$38,312.09 1.7580	$41,363.11 1.8980
7.50	$29,965.38 1.3750	$33,447.90 1.5348	$36,215.61 1.6618	$38,911.40 1.7855	$42,016.90 1.9280
8.00	$30,510.20 1.4000	$34,018.87 1.5610	$36,786.58 1.6880	$39,510.71 1.8130	$42,670.69 1.9580
8.50	$31,055.03 1.4250	$34,592.03 1.5873	$37,359.74 1.7143	$40,110.02 1.8405	$43,324.48 1.9880
9.00	$31,599.85 1.4500	$35,163.01 1.6135	$37,930.72 1.7405	$40,709.32 1.8680	$43,978.27 2.0180
9.50	$32,144.68 1.4750	$35,736.16 1.6398	$38,503.87 1.7668	$41,308.63 1.8955	$44,632.06 2.0480
10.00	$32,689.50 1.5000	$36,307.14 1.6660	$39,074.85 1.7930	$41,907.94 1.9230	$45,285.85 2.0780
10.50	$33,234.33 1.5250	$36,880.29 1.6923	$39,648.00 1.8193	$42,507.25 1.9505	$45,939.64 2.1080
11.00	$33,779.15 1.5500	$37,451.27 1.7185	$40,218.98 1.8455	$43,106.55 1.9780	$46,593.43 2.1380
11.50	$34,323.98 1.5750	$38,024.43 1.7448	$40,792.14 1.8718	$43,705.86 2.0055	$47,247.22 2.1680
12.00	$34,868.80 1.6000	$38,595.40 1.7710	$41,363.11 1.8980	$44,305.17 2.0330	$47,901.01 2.1980
12.50	$35,413.63 1.6250	$39,168.56 1.7973	$41,936.27 1.9243	$44,904.48 2.0605	$48,554.80 2.2280
13.00	$35,958.45 1.6500	$39,739.54 1.8235	$42,507.25 1.9505	$45,503.78 2.0880	$49,208.59 2.2580
13.50	$36,503.28 1.6750	$40,312.69 1.8498	$43,080.40 1.9768	$46,103.09 2.1155	$49,862.38 2.2880

14.00	$37,048.10	$40,883.67	$43,651.38	$46,702.40	$50,516.17
	1.7000	1.8760	2.0030	2.1430	2.3180
14.50	$37,592.93	$41,456.82	$44,224.53	$47,301.71	$51,169.96
	1.7250	1.9023	2.0293	2.1705	2.3480
15.00	$38,137.75	$42,027.80	$44,795.51	$47,901.01	$51,823.75
	1.7500	1.9285	2.0555	2.1980	2.3780
15.50	$38,137.75	$42,600.96	$45,368.67	$48,500.32	$52,477.54
	1.7500	1.9548	2.0818	2.2255	2.4080
16.00	$38,137.75	$43,171.93	$45,939.64	$49,099.63	$53,131.33
	1.7500	1.9810	2.1080	2.2530	2.4380
16.50	$38,137.75	$43,745.09	$46,512.80	$49,698.94	$53,785.12
	1.7500	2.0073	2.1343	2.2805	2.4680
17.00	$38,137.75	$44,316.07	$47,083.78	$50,298.24	$54,438.91
	1.7500	2.0335	2.1605	2.3080	2.4980
17.50	$38,137.75	$44,889.22	$47,656.93	$50,897.55	$55,092.70
	1.7500	2.0598	2.1868	2.3355	2.5280
18.00	$38,137.75	$45,460.20	$48,227.91	$51,496.86	$55,746.49
	1.7500	2.0860	2.2130	2.3630	2.5580
18.50	$38,137.75	$46,033.35	$48,801.06	$52,096.17	$56,400.28
	1.7500	2.1123	2.2393	2.3905	2.5880
19.00	$38,137.75	$46,604.33	$49,372.04	$52,695.47	$57,054.07
	1.7500	2.1385	2.2655	2.4180	2.6180
19.50	$38,137.75	$47,177.49	$49,945.20	$53,294.78	$57,707.86
	1.7500	2.1648	2.2918	2.4455	2.6480
20.00	$38,137.75	$47,748.46	$50,516.17	$53,894.09	$58,361.65
	1.7500	2.1910	2.3180	2.4730	2.6780
20.50	$38,137.75	$48,321.62	$51,089.33	$54,493.40	$59,015.44
	1.7500	2.2173	2.3443	2.5005	2.7080
21.00	$38,137.75	$48,892.60	$51,660.31	$55,092.70	$59,669.23
	1.7500	2.2435	2.3705	2.5280	2.7380

21.50	$38,137.75	$49,465.75	$52,233.46	$55,692.01	$60,323.02
	1.7500	2.2698	2.3968	2.5555	2.7680
22.00	$38,137.75	$64,507.28	$52,804.44	$56,291.32	$60,976.81
	1.7500	2.9600	2.4230	2.5830	2.7980
22.50	$38,137.75	$50,609.88	$53,377.59	$56,890.63	$61,630.60
	1.7500	2.3223	2.4493	2.6105	2.8280
23.00	$38,137.75	$51,180.86	$53,948.57	$57,489.93	$62,284.39
	1.7500	2.3485	2.4755	2.6380	2.8580
23.50	$38,137.75	$51,754.02	$54,521.73	$58,089.24	$62,938.18
	1.7500	2.3748	2.5018	2.6655	2.8880
24.00	$38,137.75	$52,324.99	$55,092.70	$58,688.55	$63,591.97
	1.7500	2.4010	2.5280	2.6930	2.9180

SOUTHERN STATE COMMUNITY COLLEGE

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 quarterly 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 his 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 $_____.

_____	_____
Employee	For Southern State Community College
_____	_____
Date	Date

Effective Date _____
Rank _____
Department _____
Employment Term _____
Expiration Date _____

SOUTHERN STATE COMMUNITY COLLEGE

Quarterly Assignment and Workload Calculations
and
Summer Assignment Calculation

Name_____ Quarter 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 16.042 Overload Compensation

_____ x .5 x _____ = _____
Total Units-21 (14.07) Amt. from 16.042 Additional Compensation

_____
Total Compensation

B. Summer Assignment Calculation:

_____ **x** 2.15% _____ **x** _____ **= $**_____
Total Summer Qtr. Units Index. No. Base Salary Summer Comp.

Submitted by: Approved by:

_____ _____
Employee Date Academic Dean Date

** List all teaching assignments, library duties, and release time duties.*
***See Article 14.07 and 16.04 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 College _____

_____

_____

_____

_____

_____

Date _____ Signature _____

Appeal to Step 3

I wish to appeal this grievance to Step 3.

Date _____ Signature of Employee _____

Step 3 Response of College _____

_____

_____

_____

_____

_____

Date _____ Signature _____

Copies to Individual Grievant, President of SSEA