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## **AGREEMENT**

This agreement is between the Board of Trustees of the Cowley County Community College (hereinafter referred to as the “Board”) and the Cowley County Community College Education Association (hereinafter referred to as the “Association”) as the representative of the Professional Employees (as defined by K.S.A. 72-5413), and hereafter referred to as “Professional Employees” of the Cowley County Community College (hereinafter referred to as the “College”).

### **ARTICLE I – General Purposes**

#### **1. RECOGNITION**

The Board hereby recognizes the Association as the exclusive negotiating representative of the Professional Employees, in accordance with the provisions of the statutes of the State of Kansas.

#### **2. SAVINGS CLAUSE**

If any provision of this agreement is held to be contrary to the law, then such provision shall not be deemed valid, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

#### **3. RETAINED RIGHTS OF THE BOARD**

- a. The Board on its own behalf and on behalf of the electors of Cowley County, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Kansas and of the United States, including but without limiting the generality of the foregoing, the right:
  1. to maintain executive management and administrative control of the College and its properties and facilities and the professional activities of its employees as related to the conduct of the College affairs, except as set forth in this agreement;
  2. to hire all employees and determine their initial rate of pay subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees.
  3. to establish grading policies and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
  4. to decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of Professional Employees and other

- employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment, except as set forth in this agreement; and
5. to determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of faculty members.
  - b. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and procedures in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the constitution and laws of the State of Kansas and the Constitution and laws of the United States.
  - c. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.
  - d. Nothing contained within this Article shall diminish, negate, or abrogate any article or provision of this Master Agreement.

#### 4. ASSOCIATION AND MEMBER RIGHTS

- a. Both the Board and the Association recognize the rights of Professional Employees as set forth in 72-5414.
- b. The Association shall be entitled to public documents as provided by Kansas statutes and Board policy.
- c. The Association shall have the right to appear at Board meetings as provided by Board policy concerning such matters.
- d. The Association shall be entitled to use College facilities and equipment, subject to availability and scheduling as directed by the Administration. The Association shall pay for the cost of supplies, but no charge shall be made for use of facilities and equipment.
- e. The Association shall have the right to use College mail services, professional mail boxes, and College e-mail for Association business. The Association shall have the right to use the college website to communicate information as mutually agreed upon by the Association and Administration.

## 5. SHARED GOVERNANCE

In support of the vision, mission, values, and guiding principles of Cowley College; the Board, administration, staff and faculty recognize their joint responsibility for open communication and the mutual benefits which are derived from a philosophy of shared governance, agreeing that those affected by policy or procedure should participate in its development. All parties previously mentioned agree to work together in the process of continuous quality improvement in developing policy and procedure recommendations and also recognize the value of sharing in decision-making processes which impact employees, students and future planning of the College. This mutual commitment to shared governance processes does not supersede the legal obligations of the Board or its designees to make final policy and procedure decisions.

## 6. MAINTENANCE OF STANDARDS

Except as specifically addressed in this agreement, other items considered past practice relative to the terms and conditions of faculty employment that become issues for the faculty, Board, and/or administrative team will be discussed through a mutually agreed upon process with the intent to resolve such issues in a manner that serves the mission of the College. Resolved items will serve as current practice until addressed as part of the next negotiations process.

## 7. NONDISCRIMINATION

The Board and the Association agree to abide by all valid, applicable nondiscrimination laws and agree that the Board may take all actions necessary to comply with the Americans with Disabilities Act and other similar laws.

## 8. ROUND TABLE DISCUSSION COMMITTEE

During this agreement, a Round Table Discussion Committee comprised of six (6) persons shall meet once each fall and spring semester, at a time mutually agreeable to the Association and the Administration, to discuss issues that concern the Professional Employees. The Association President shall appoint three (3) Professional Employees to the Committee, and the President of the College shall appoint three (3) Administrators to the Committee. The Committee's function is for communication purposes only and it shall have no decision making authority. Further, the Committee shall not meet for the purpose of professional negotiations concerning terms and conditions of professional service as defined in K.S.A. 72-5413.

## **ARTICLE II- Professional Workload**

### **1. PROFESSIONAL EMPLOYMENT CONTRACTS**

Professional Employment Contracts issued by the College are of two types: Primary Contracts and Supplemental Contracts.

Primary contracts shall set forth the primary assignments of the Professional Employee for one hundred and seventy-two (172) contract days. Provisions for such contracts to be continued, non-renewed, or terminated shall be as provided by Kansas Statutes.

All other assignments not covered by the primary contract (including additional days of service, overload and/or summer school contracts) shall be set forth in supplemental employment contracts which shall be voluntary by both parties and shall not be subject to the continuing contract law.

Cowley College and the KPERS Working After Retirement employee will share the costs of the employer's (Cowley College's) mandated statutory contribution to KPERS at 50% each. Cowley College will reduce the hired KPERS Working After Retirement employee's annual wage/salary by the calculated rate/amount of the 50% contribution. Cowley College will state this provision in each KPERS Working After Retirement employee's annual contract, at-will supplement contract, and any other forms of compensation from the College. This share formula is subject to change based on applicable laws pertaining to KPERS Working After Retirement.

### **2. INSTRUCTIONAL HOURS**

Professional Employees contracts are considered to be thirty (30) credit hours per academic year. A full time faculty normal load is considered to be 15 credit hours per semester. However, in the event 15 credit hours is not met in one semester, the remaining credit hours may be made up in the following semester to meet the 30 credit hour load for the academic year. If credit hour load is reduced or release time is granted by the Chief Academic Officer, then comparable duties as mutually decided upon by the instructor and/or Department Chair and the Chief Academic Officer will be assigned.

### 3. POSTING OFFICE HOURS

Professional Employees are required to post thirty-two (32) hours per week in the classroom or office, with such schedule subject to approval by the Chief Academic Officer or designee in accordance with the following guidelines:

- a. A schedule of classroom and office hours shall be posted by each Professional Employee. Professional Employees may post up to two of their office hours as e-hours using the college's course management system. During this time, the employee will be available for online chat, course discussion, or other methods of communication.
- b. Professional Employees may take one (1) flex hour for each writing intensive course section taught, up to five (5) hours. Courses considered to be writing intensive are limited to Composition I, Composition II, Creative Writing, and English 2208. Flex hours are intended to be used for at home grading on weeks of major assignments and as additional student conference times during weeks in between. At no time shall the Professional Employee drop below twenty-five (25) hours per week on campus.
- c. At no time shall a Professional Employee in an academic department have fewer than eight (8) office hours per week, except Professional Employees in the Career and Technical Education Department and those teaching studio classes in visual arts, who are required to post a minimum of five (5) office hours per week. For each three credit hour studio class, faculty may deduct 30 minutes a week from their required office hours up to a maximum reduction of three hours. They must maintain a minimum of five office hours per week apart from class time.
- d. No additional office hours will be required for Professional Employees who are teaching up to 24 class hours. For each class taught at or above 24 hours, the Professional Employee will add one (1) hour of office time per week to his or her schedule (for face-to-face classes, physical office time is added; online courses require scheduled online time).
- e. Professional Employees are expected to make adjustments to office hours to participate in department meetings, required college meetings, advising, and individual student conferences, when possible
- f. Professional Employees who advise and/or received a credit hour reduction are expected to be on campus additional hours to fulfill their assigned duties.
- g. A Professional Employee who finds it necessary to leave the campus for emergency or school business during the employee's posted hours shall notify the department chairperson, the Chief Academic Officer or designee, or the secretary of the Chief Academic Officer before leaving campus. The information provided by the employee shall include where the Professional Employee may be reached and the expected time of return.

4. CLASS SIZE

It is the policy of the Board that the full-time-equivalent faculty-student ratio for the College shall be 1:25 but with no more students in any classroom than the number of laboratory stations which the administration determines will accommodate such students. Recognizing the difficulty in achieving this goal under present circumstances, the Board agrees to authorize and direct the President to develop staffing plans and make assignments designed to achieve the adopted ratio at the earliest possible date. Realizing that the policy of the Board is reasonable and consistent with recognized standards, the Professional Employees agree to cooperate fully in the development and implementation of the administrative plans designed to achieve the adopted ratio.

**ARTICLE III – Compensation**

1. SALARY SCHEDULE

The specific salary for employees shall be considered full compensation for professional services rendered according to the policies and procedures of the College and based upon an academic calendar of one hundred seventy-two (172) contract days.

- a. New Hires - The following Salary Schedule for new Professional Employee hires shall become effective August 1, 2016.

PROFESSIONAL SALARY SCHEDULE (all departments but CTE)

**2018-2019 Salary Schedule**

Classification

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
B.S. or Equivalent	B.S. +18	M.S.	M.S.+18	M.S. + 36 or MFA	M.S. +54	Doctorate
39930	40792	41625	42484	43425	44353	45184

PROFESSIONAL SALARY SCHEDULE (CTE Department)

**2018-2019 Salary Schedule**

Classification

<u>A</u>	<u>A2</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
A.S. or below	A.S. +18	B.S./B.S. +18	M.S.	M.S. +18	M.S. + 36 or MFA	M.S. +54	Doctorate
39930	40361	40792	41625	42484	43425	44353	45184



b. Current Professional Employees

For the 2018-2019 academic year, each current Professional Employee who qualifies will receive a contract salary increase of 1% as calculated based on the Professional Employee's final 2017-2018 contract, base salary plus a \$1000 increase.

Note: This proposed COLA adjustment is being handled separately to any findings/recommended adjustments to the compensation study.

c. As the College has funded a third-party, professional consultation, to conduct a compression analysis during the 2017-2018 academic year to assess and define/fix appropriate step and level increases in the faculty wage schedules, the Association understands that the College has budgeted \$30,000 to identify and adjust portions of the targeted outliers upward for the 2018-2019 academic year. To ensure shared governance, Cowley Education Association (CEA) faculty representative(s) will continue to be involved in the process as outlined below:

1. The BOT and CEA representatives' steering committee will have the opportunity to attend meetings with the third party entity as meetings are necessary.
2. The steering committee will be consulted in the process of selecting peer groups for analysis.
3. The steering committee will examine the raw data, or unedited results, of the analysis.
4. The steering committee will make recommendations for adjustments to working pay scales.
5. An executive summary will be shared widely within the institution.

Contracts of the adjusted faculty will be reissued with the adjusted amount, and retroactive payment will be made for the current academic year only. The college will continue to rectify underpaid salaries as the budget permits within seven years as needed, subject to state appropriations. Once the compression study is complete and all contracts have been adjusted, changes will be made to the minimum salary schedule as identified.

## 6. GUIDELINES FOR IMPLEMENTATION OF THE SALARY SCHEDULE

All Professional Employees shall be assigned to the Salary Schedule by the President, subject to the approval of the Board. The following guidelines shall be used in the implementation of the Salary Schedule.

- a. For new Professional Employees hired by the College, base salary shall be determined by the Department Chair, Chief Academic Officer, and the Chief Business Officer based on approved work experience and education. In no event is a new Professional Employee to be assigned a salary higher than a person already on the faculty with the same or more experience and education.
- b. Upon employment of a Professional Employee, a written recommendation shall be submitted by the President to the Board.
- c. Professional Employees who satisfy requirements for advancement on the Salary Schedule during the summer must present documented evidence of course completion to the Chief Academic Officer no later than August 20, in order to qualify for an amended contract for the ensuing year. Advancement pay shall be the equivalent of the difference in base pay from the previous classification to the new classification.
- d. Classification on the Salary Schedule shall be based upon the stated headings, provided that all credit hours not related to a specific degree program must be approved in advance by the Chief Academic Officer. To move on the pay scale from Master's to Master's +18 or Master's +36, professional development hours that are applied for and pre-approved on a ratio of fifteen (15) hours of professional development/workshop time to equal one (1) credit hour of college credit can be used. A maximum of eighteen (18) credit hours can be accumulated and used for movement on the pay scale, as determined by Academic Affairs.
- e. Professional Employees on Administrative Review shall not be eligible for an increase in salary.

## 7. FRINGE BENEFITS

The Board will pay to a fringe benefit plan the sum of five hundred forty (\$540.00) per month in academic year 2016-2017 for each full time Professional Employee. Each full time Professional Employee shall allocate the sum contributed to his/her credit to participation in the College sponsored group health/dental insurance plan at least at the single membership level and remaining sums among the other various fringe benefits in the plan. However, if the Professional Employee's spouse is also a College employee, the Professional Employee or the spouse will have the following options:

- a. Professional Employee and spouse both participate in the College sponsored group health/dental insurance plan at least at the single membership level.
- b. Professional Employee or spouse participate in the College sponsored group health/dental insurance plan at the family membership level, with coverage for the other spouse. The spouse not participating in the health/dental insurance plan will receive the difference between the Board fringe benefit amount and the cost of health/dental insurance plan at the single level to be used by the employee among the other various benefits in the plan or as salary.

## 8. PAYROLL DEDUCTIONS

Professional Employees may authorize the Chief Business Officer to make automatic payroll deductions for the following purposes: College-approved IRC-125 salary reductions items, such as: health, dental, and disability insurance programs and annuities. Deductions may also be authorized for payment of dues to the Association, College Endowment Association, Tiger Booster Club, Ark City Teachers Credit Union, and United Way of Arkansas City, provided that such deductions/reductions may not be discontinued during a contract year, except as outlined in the IRC-125 Plan for the current year.

- a. All applications for payroll deductions must be submitted in writing each year by August 20.
- b. A list of approved tax sheltered annuity and or life insurance companies are maintained in the Payroll Office.

## 9. UNIFORM PROFESSIONAL BASIC EMPLOYMENT CONTRACT PAYMENT DATES

Payment for services of Professional Employees shall be as provided by Kansas statute. The monthly pay date will be the administrative office's last working day in each month. Special payroll dates will be as established by the administration and provided to Professional Employees by September 1 of such year.

## 10. SUPPLEMENTAL CONTRACTS (OVERLOAD)

- a. Overload shall be paid at the rate of five hundred seventy-five dollars (\$575.00) per credit hour for Professional Employees in fall and spring semesters, and six hundred dollars (\$600.00) per credit hour for summer.
- b. Natural Science Instructors who teach a five (5) credit hour class that includes lab during the summer or as an overload during the semester will be paid a stipend of five hundred seventy-five dollars (\$575.00) for fall and spring overload

classes and six hundred dollars (\$600.00) for summer classes to include lab preparation and lab classroom extension time.

c. Professional employees shall receive compensation of one hundred fifty dollars (\$150.00) for out-of-county teaching assignment (minimum of six (6) trips required). If a professional employee assignment is totally out-of-county, no pay under this provision would be paid, unless the professional employee teaches a class on campus.

d. Professional Employees may be offered extended service contracts with compensation based on the number of days approved for the contract. Contracts shall be reviewed by the professional employee's department chair, Academic Affairs Council and the Chief Academic Officer or designee, if submitted between August 1 and May 1, and reviewed by the department chair and the Chief Academic Officer or designee if submitted from May 2 through July 31. Days will be for 6.4 hours if specifically for full-load teaching assignment. Otherwise, days for non-teaching duties will be for 8.0 hours.

e. A curriculum mentor may be appointed by the Chief Academic Officer (or administrative designee) in consultation with the department chairperson. The primary purpose of this position is to assure consistent content across all sections regardless of delivery mode. Curriculum Mentor duties shall be paid at \$450 – 600 per semester as outlined in a supplemental contract as follows:

- Orientation of faculty regarding syllabus, course content and student assessment
- Review faculty syllabi for consistency and content
- Address transfer issues
- Update/revise program guide
- Coordinate program alignment/core outcomes
- Revise/update program grids

f. A lead instructor may be appointed by the Chief Academic Officer (or administrative designee) in consultation with the department chairperson to provide oversight of faculty in designated program areas. Lead Instructor duties shall be paid at \$750 – 1000 per semester as outlined in a supplemental contract as follows:

- All duties of curriculum mentor in addition to the following
- Assist department chair in making teaching assignments
- Conduct classroom observations of adjuncts and provide coaching/feedback
- Coordinate with adjuncts to provide orientation/training
- Assist department chair in addressing adjunct concerns

- Conduct/provide program reporting
  - Monitor academic reporting of adjuncts
  - Assist with training of department faculty specific to teaching area
- g. A program director may be appointed by the Chief Academic Officer (or administrative designee) in consultation with the department chairperson to oversee a program that requires a significant amount of student contact that occurs outside the normal work day and is not compensated for based on the normal credit hour expectation. Director duties shall be paid at \$2400 a year (with possible load reduction as well) as outlined in a supplemental contract as follows:
- All duties of lead instructor in addition to the following
  - Prepare, submit and administer program budget
  - Conduct/supervise special programs, activities, events, performances, etc (E.g., student patrol, band performances, media, etc.)
  - Maintain lab/facilities, equipment, etc.
  - Advising (regular rates to be paid for advising individual students)
  - Coordinate advisory committee
  - Grant writing
  - Recruiting
  - School/business/industry relations
  - Assist/coordinate marketing
  - Coordinate internship program and supervise interns
  - May include other duties

\*Actual amount, duties, conditions, load assignment, etc. to be determined by VPAA in consultation with department chair and subject to approval by Academic Affairs Council. Number of total faculty teaching course/program will affect the actual stipend to be paid.

g. Three (3) credit hours of overload, or release time, will be provided for a faculty liaison position to fulfill the following roles: faculty representative on mutually agreed upon cross-functional College administrative councils; ceremonial faculty representative at official College functions including service on teams and/or committees that plan these functions; and official faculty representative to the Board of Trustees. In the event the faculty liaison is unable to fulfill part of his/her duties, a proxy may be selected to represent the faculty in his/her place. The liaison and two (2) designated proxies will be voted on by the faculty body every two years. Duties will be outlined in a supplemental contract developed by and reporting to the President.

## 11. ADVISOR

The selected advisor system provides each student with an advisor who can and will take a personal interest in students and their academic pursuits. Advisors guide students toward developing self esteem, learning new skills and achieving educational and occupational goals.

Advisors shall be compensated at the rate of thirty-seven dollars, fifty cents (\$37.50) per advisee per semester for those students enrolled in nine (9) or more credit hours. No advisor is to be assigned more than forty-five (45) advisees. Payment for advising shall be recommended by the Chief Academic Officer after a review of all conditions and reports required to advise have been satisfactory completed.

## 12. SUBSTITUTE PAY

The daily payment for short term substitute instructors shall be paid at the rate of twenty dollars (\$20.00) per instructional contact hour to a maximum of three hundred dollars (\$300.00) per week.

## 13. REIMBURSEMENT FOR TRAVEL

Reimbursement for travel will be administered via College Policy 131 as approved by the Board of Trustees on July 21, 2014 and the accompanying Procedure FIN002 as implemented on November 10, 2014.

# **ARTICLE IV- Leave**

## 1. ABSENCE WITH PAY

Absence with pay is granted at the rate of seventy-seven (77) hours of leave for each academic year of employment, accumulative to a maximum of six hundred forty (640) hours. The College will pay each Professional Employee twenty-five dollars (\$25.00) per 6.4 hours of unused time exceeding the six hundred forty (640) hour maximum accumulation limit. Professional employees working a normal thirty-two (32) hour work week will enter the actual number of hours for the absence, subject to normal college practices. Professional employees who are required to exceed the thirty-two (32) hour work week to meet the minimum office hour requirement will enter a prorated number of hours jointly determined by a designated representative of the administration and the Association.

- a. The Professional Employee shall notify the Chief Academic Officer or designee or Department Chair of his/her intent to be absent as soon as possible, and shall initiate the procedure for obtaining a substitute, if required. The Chief Academic Officer retains the right to approve or disapprove absences for other than medical reasons in the following instances:

- i. Absences on days deemed vital to the College (finals week, in-service, and graduation)
    - ii. Absences extending beyond two (2) consecutive days;
- Absence approval is not to be unreasonably withheld.
- b. When possible, a request for leave must be submitted no later than the day that the Professional Employee returns to work for medical related absences, and no later than the day prior to the absence for non-medical related absences.
  - c. Approved absences in excess of accumulated absence with pay are deductible from the employee's salary at the rate of eighty percent (80%) of the contractual salary per day of chargeable absence. Unapproved absences are deductible from the employee's salary at the rate of one hundred percent (100%) of the contractual salary per day of chargeable absence.
  - d. A Professional Employee who presents a court subpoena or summons to his/her Department Chair shall be granted a leave with pay to serve as a witness or on a jury. Absences for jury duty shall not be deducted from accumulated absence with pay.

## 2. ABSENCE WITHOUT PAY

Absence without pay may be granted on approval of the President to meet such personal needs as improvement of health (including childbearing), military service, and temporary service in public office, provided the employee submits written notice of his/her intent to return to work following the absence. All absences not specifically provided for under "Absence With Pay" shall come under the heading "Absence Without Pay".

- a. The Professional Employee on absence without pay shall receive no leave accumulations, or experience credit applicable to the salary schedule for the absence-without-pay-period.
- b. A Professional Employee returning from absence without pay for improvement of health shall present to the office of the President a statement from his/her physician that the Professional Employee is physically able to resume duties.
- c. A request for absence without pay shall be made on a semester basis and shall not exceed two consecutive semesters.
- d. Professional Employees who have been employed by the College for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours in the most recent twelve (12) month period, are eligible to receive unpaid family/medical leave in accordance with the Family and Medical Leave Act of 1993, as amended, and the applicable federal administrative regulations

When the need for family/medical leave is foreseeable, the Professional Employee must give the College thirty (30) days prior written notice. If the need for family medical leave is not foreseeable, the Professional Employee must at least give notice to the College as soon as practical (within one or two (1 or 2) workdays of learning of the need for leave except for extraordinary circumstances).

If the Professional Employee takes family/medical leave he/she must contact the College on the first Tuesday of each month regarding the status of the condition and the employee's intention to return to work.

Family/medical leave is unpaid. If a Professional employee requests family/medical leave, any accrued paid leave of absence must first be substituted for any family/medical leave as allowed by law.

If a Professional Employee takes family/medical leave because of his/her own serious health condition and thereafter desires to return to work, the Professional Employee must provide medical certification that he/she is fit to resume work. If a Professional Employee fails to provide the return to work medical certification, he/she will not be permitted to resume work until it is provided.

### 3. SICK LEAVE BANK

To establish a bank of sick leave days donated by CCCC employees in order to provide a benefit to employees who have suffered a catastrophic injury or illness and who do not have sufficient sick leave days, the following applies:

- a. Catastrophic injury or illness is defined as a severe condition or combination of conditions affecting the mental or physical health of the employee. Such illness or injury must be severe enough in nature to force the employee to exhaust all sick leave time earned by the employee and to, therefore, potentially lost compensation.
- b. Catastrophic illness or injury must require the services of a licensed doctor of medicine who is authorized to practice medicine or surgery, as appropriate by the state in which the doctor practices.
- c. All applications for sick leave bank time must be accompanied by a licensed physician's statement which states the beginning date of the condition, a description of the illness or injury, and the anticipated date the employee will be able to return to work.
- d. Prior to granting sick leave from the bank, the applicant must have utilized all of his/her accumulated sick leave.
- e. An employee may donate, on a voluntary basis, to the sick leave bank a maximum of five (5) days on or before August 20, each year.
- f. Once sick leave has been donated to the sick leave bank, it cannot be restored to the individual.
- g. Employees may not designate a particular employee to receive their donated time.



- h. Employees who use sick leave days from the bank are not required to pay them back.
- i. Full-time employees, including those employees who have contributed to the bank, who have been employed by CCCC for more than six (6) months, may apply for sick leave bank days.
- j. A combination of the employees sick leave days and the days drawn from the sick leave bank may not exceed one hundred twenty (120) days total.
- k. Days in the sick leave bank may be distributed until the bank is exhausted.
- l. An ad hoc sick leave bank committee will make recommendations relative to the distribution of days and the eligibility of the employee for sick leave bank days. The Chief Business Officer shall serve as chairperson of the ad hoc committee and the Chief Academic Officer will appoint members to the committee, to include the CEA president, not to exceed six members, plus the chairperson.
- m. Approved applicants may be granted days from the requested start date until a combination of their sick leave days and the bank days have reached a maximum of one hundred twenty (120) days or until the bank is exhausted.

#### 4. PROFESSIONAL LEAVE (SABBATICAL)

##### a. Purpose

A sabbatical leave may be granted for any activity which, in the judgment of the Board will contribute to personal and professional growth. It will be the responsibility of the Professional Employee to demonstrate clearly how a particular work, study, or travel plan will accomplish this objective. The proposal will be set forth in writing on such forms as the administration shall from time to time determine.

##### b. Definition of Terms

- 1. A Professional Employee means an employee of the College who is paid on the basis of a full-time contract.
- 2. Six (6) years on continuous full-time employment as used in this Article means six (6) continuous years of employment by an eligible employee without interruption, except as hereinafter defined or otherwise specified in the contract. To be eligible for consideration of a sabbatical leave, a Professional Employee must have completed the six (6) year period as defined herein on or before the commencement of the requested sabbatical leave. An approved, uncompensated long-term leave of more than one (1) month shall not be counted toward the six (6) years required for sabbatical leave eligibility.

##### c. Eligibility

- 1. The Board may grant sabbatical leave in their sole discretion to Professional Employees.

2. During the sixth year of service, or any later year, a Professional Employee is entitled to apply for sabbatical leave.
3. Sabbatical leave is non-cumulative; as an example thereof, a Professional Employee who has twelve (12) uninterrupted continuous full-time years of employment with the College will not be entitled to two (2) sabbatical leaves.
4. A Professional Employee who has received a sabbatical leave shall not be eligible to begin another sabbatical leave until such person has completed six (6) additional years of continuous full-time service as herein defined.

d. Conditions

1. A plan for the period of the leave shall accompany the request for leave which shall be in writing and directed to the President for consideration by the President and the Board. Sabbatical leaves are granted at the regular salary for a one (1) semester sabbatical and one-half (1/2) salary for a two (2) semester sabbatical. Other time frames involving the leave period for the sabbatical proposal will be eligible for Board consideration. Any days in excess of the number of working days in a regular semester shall be specified in the approved sabbatical plan. Regular salary is defined as the salary being paid at the time the leave begins or salary that would have been received if the Professional Employee were assigned regular duties at that time. In the event the period covered by the sabbatical leave spans more than one (1) fiscal year, a Professional Employee will be eligible for consideration for any Board approved salary adjustments upon return from sabbatical.
2. All insurance, life, health, dental, vision, major medical, and disability, and tax sheltered annuities being paid at the time of the sabbatical shall continue during the sabbatical leave on the basis of the regular base salary to the extent permitted by the applicable insurance carrier and as approved by the College for members of the bargaining unit; however, other benefits and all provisions of the Agreement relating to any other leave shall not apply.
3. Failure to meet the terms and conditions imposed in the sabbatical leave will obligate the Professional Employee to reimburse the College for salary and fringe benefits paid to the Professional Employee during the leave. Such reimbursement shall be made within thirty (30) days from notice of the President or the President's designee for repayment.
4. A Professional Employee receiving a sabbatical leave is required to return to the College for a period of two (2) contract years following the sabbatical leave. Failure to do so will mandate that the Professional Employee reimburse the College for Salary and Fringe Benefit pool dollars paid on the employee's behalf if the Board so determines.

5. Professional Employees who desire to apply to the Board of Trustees for sabbatical leave consideration shall submit their applications for sabbatical leave to the President of the College on or before February 1 of the academic year, prior to the year in which the leave is being requested. The Board of Trustees will respond to the sabbatical leave applications, granting or denying such, on or before the April Board of Trustees meeting (following the February deadline for applications). A full written report by the Professional Employee on sabbatical leave regarding the use of the sabbatical leave is to be presented to the appropriate Dean for approval and to the President (or the President's designee) for approval. The date of said report to be as fixed and determined by the sabbatical leave conditions as they are individually set by the Board for each person.
6. The Professional Employee will take the leave the year it is granted. The College may at its discretion, however, offer to grant the requested sabbatical at a time more convenient to the College.
7. In those cases where a Professional Employee applies for and receives a sabbatical leave and is employed for work approved by the College, the payment from College funds (even though entitled to sabbatical leave conditions or half salary) shall be no more than the difference between the Professional Employee's College salary and the salary received during the outside employment; provided, however, in the event the Professional Employee shall receive compensation from the outside employer in an amount the same as or more than the Professional Employee's College contract, no salary will be paid by the College.

e. Number of Professional Employees on Sabbatical Leave

The number of salaries Professional Employees released each year for sabbatical leave will be annually determined by the President, or the President's designee, as approved by the Board.

## 5. ASSOCIATION LEAVE

At the beginning of the school year, the Association shall be provided with four (4) days of paid leave subject to the approval of the President to be used by the Association for instructional programs properly related to representation of the bargaining unit. If these days are not used, they will not be carried over to the next school year

## **ARTICLE V – Benefits**

### 1. GRANT-IN-AID

The Board will grant tuition and scholarship books for each Professional Employee, spouse, and/or dependent children (per Federal guidelines) enrolled at Cowley

County Community College. The Professional Employee, spouse, and/or dependent children shall pay the incidental fees.

## 2. TUITION AND PROFESSIONAL DEVELOPMENT FUNDS

The College will establish a pool of seven thousand five hundred dollars (\$7,500.00) to pay for the tuition of Professional Employees to continue their education, according to the following guidelines:

- a. The application of tuition and general fees payment must be submitted two weeks in advance of enrollment in the course and approved by the Chief Academic Officer or designee.
- b. Professional Employees may apply for one thousand dollars (\$1,000.00) in tuition and general fees reimbursement for any fiscal year. On June 1, a Professional Employee may apply for further reimbursement if there are no outstanding requests for reimbursement and funds remain available.
- c. The Professional Employee shall be in full-time service at the time that he/she qualifies for the tuition and general fees payment.
- d. Tuition and general fees reimbursement plans must be pre-approved by the Chief Academic Officer. Upon completion of the class, proof of tuition and general fees payment and final grade should be sent to the Chief Academic Officer; then all paperwork must be sent to the President for final approval of payment.

The College will establish a pool of ten thousand dollars (\$10,000.00) to pay for professional improvement for professional employees according to the following guidelines:

- a. The professional development activity must be first approved by the Department Chair, the Chief Academic Officer or designee, and the President or his designee.
- b. The Professional Employee shall be in full-time service at the time that the professional development is completed.
- c. Professional improvement may include, but is not limited to: conferences, workshops, professional dues (excluding CEA dues), travel expenses to investigate “best practices”, and attending speaker forums.

## 3. RETIREMENT BENEFITS (SICK LEAVE DAYS)

The College participates in the Kansas Public Employees Retirement System (KPERS) and the Federal Insurance Compensation Act (FICA). Appropriate deductions are made from the salaries of Professional Employees, and an annual record of deductions and accumulated benefits are provided.

When a Professional Employee retires after ten (10) or more years of continuous full-time service with the College as a Professional Employee, the Professional

Employee shall receive compensation for unused personal illness leave based upon one-half (1/2) pay for accumulated absence with pay, prorated according to the latest primary employee contract, to a maximum of one hundred (100) days. Professional Employees shall not receive payment of unused personal illness leave in the event of termination, resignation, or any other circumstances except retirement, as noted above. Qualified Professional Employees shall notify the President, in writing of their intention to retire and of the effective date of retirement at least ninety (90) calendar days prior to the effective date of retirement.

When a Professional Employee retires from the College after becoming sixty (60) years of age and having at least ten (10) years of continuous full-time service with the College as a Professional Employee, he/she may participate at the single membership level in the College sponsored group health, dental, insurance plan with said premium paid by the College and may pay the difference in monthly premium for a family membership in the plan at the Professional Employee's election until he/she is sixty-five (65) years of age or qualifies for medicare/medical benefits.

After the retired Professional Employee is sixty-five (65) years of age, insurance benefits for the spouse and dependents terminate. The Professional Employee who qualifies for the KPERS 85 and out will be allowed to retire with the same insurance benefits as the Professional Employee who elects to retire at age sixty (6

#### 4. WELLNESS CENTER

The College recognizes that instructor health is related to instructor welfare. In support of this, Professional Employees, Professional Employees' spouses, and dependent children age sixteen (16) and over (under the Professional Employee's supervision) shall be allowed to use the Wellness Center during the hours of Wellness Center operations, without cost and without enrolling in a course.

### **ARTICLE VI – Professional Rights and Responsibilities**

#### 1. PROFESSIONAL EMPLOYEE PREPARATION

In order that the College shall maintain a well-qualified staff in keeping with the institutional mission, the master's degree shall be considered the preferred minimum educational requirement for teaching general education courses, and the bachelor's degree shall be considered the preferred minimum educational requirement for teaching occupational courses. All vocational education personnel are expected to meet the certification requirements of the State of Kansas, and the College reserves the right to adopt specific requirements for each professional position. The President of the College shall have the authority to waive certain requirements in order to assure proper implementation or continuation of a program.

- a. Those individuals who do not meet the preferred qualifications shall present a minimum of six (6) credit hours per year toward the required

degree. A plan for continued study must be developed in consultation with the Chief Academic Officer and approved by the President.

- b. Exceptions to these requirements shall be made only upon approval of the Chief Academic Officer and authorization by the President. Written request for an exception must be submitted to the Chief Academic Officer thirty (30) days in advance of re-employment.

## 2. ACADEMIC FREEDOM

- a. The Professional Employee is a citizen, a member of a learned profession, and a representative of the College. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special positions in the community impose special obligations upon the Professional Employee. As a scholar and as an educator, the Professional Employee should remember that the public may judge his/her profession and the College by his/her utterances. Hence, the Professional Employee should at all times be accurate, exercise restraint, show respect for the opinion of others, and make every effort to indicate that he/she is not speaking for the College.
- b. The Professional Employee is given full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties. Research for pecuniary return, however, shall be based upon an agreement with the President of the College.
- c. The Professional Employee is entitled to freedom in the classroom in discussing appropriate subject matter, selecting appropriate learning materials and instructional methods based on accepted professional standards. A classroom is defined as any location, real or virtual, in which instruction occurs. In the exercise of this academic freedom, the Professional Employee may, within the law, discuss his/her own subject area in the classroom, including controversial materials, as long as such discussions and materials are relevant to the subject area and the Professional Employee distinguishes between his/her personal opinions and factual information. The responsibility of the Professional Employee is to make certain that controversial issues are presented and discussed as objectively as possible without forcing students to adopt the Professional Employee's point of view as part of the student's personal philosophy. In doing so, the Professional Employee should be aware of the mores of the community. Good pedagogy requires working within this framework while challenging the students with ideas and concepts.
- d. Professional Employees are entitled to evaluate students in their classes based solely on their assessment of the academic merit of each student's work in that class. Grades given a student by a Professional Employee shall be final, subject to the student appeal of course grades process as defined in the College policy manual.

## 3. PERSONNEL RECORDS/COMPLAINTS AGAINST FACULTY

A personnel file shall be maintained by the Human Resources Office for each Professional Employee. Each Professional Employee shall be responsible for submission of required documents and information to maintain a current cumulative record. Each Professional Employee is required to have in his personnel file the following items:

- a. An application for employment, which will include all data required by the State or accrediting agencies as well as for local administrative use.
- b. Any supplementary data and other supporting evidence of qualifications, experience, and training.
- c. Registration of (or locally reproduced copy of) a current teaching certificate, if applicable (K.S.A. 72-1390).
- d. Transcripts of all course work.
- e. A copy of the signed, original employment contract.
- f. A record of publications, professional offices or activities, sponsorship of student activities, and major community involvement or contributions.
- g. The contents of the personnel file shall be made available to the individual for inspection and to the Association upon request of the individual Professional Employee with the right to reproduce these documents. In addition:
  - No material negative toward the Professional Employee's conduct, service, character, or personality shall be placed in the Professional Employee's personnel file unless the Professional Employee is given opportunity to review the material.
  - The Professional Employee shall have the right to answer any such material within five business days of the initial review. The Professional Employee's answer shall be affixed to the material and placed with it in the Professional Employee's personnel file. Extensions, as requested by the Professional Employee, through the Association, or Administration, of the five day rule may be granted by the President subject to a written request detailing the rationale for the extension.
  - All components of this section apply unless specifically prohibited or otherwise required by law.
  - Professional employees will be notified within 2 business days about the nature of a written complaint.
  - The CAO or designee will have 10 business days to substantiate the complaint. If the CAO or designee feels the claim is substantiated, the employee will be supplied with relevant information such as the name of the individuals filing the complaint and supporting evidence at an in-person meeting.

- All substantiated complaints are subject to the grievance procedure (Article IV, Section 2).
- No unsubstantiated or anonymous material will be included in the Professional Employee's personnel file.
- After receipt of a final determination either from the substantiation process or grievance procedure, the professional employee will have 10 business days to affix a response to the complaint prior to placement in the personnel file.
- Extensions, as requested by the Professional Employee, through the Association, or the Administration, may be granted by the President subject to a written or electronic request detailing the rationale for the extension.
- Absent a mutually agreed upon arrangement, a repeated event, or the event becoming a part of a formalized review process, after three (3) years the professional employee can request a complaint be reviewed by an ad hoc committee for potential removal. The committee will be composed of three members: a faculty member selected by the professional employee from outside the department, the CAO, and a non-administrative staff member mutually agreed upon by the professional employee and CAO.
- The office of the President will be notified upon submission of the request, establishment of the meeting date, and the decision of the committee.

#### 4. PROFESSIONAL CODE OF ETHICS

The Professional Employee believes in the worth and dignity of the individual person, and recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nature of democratic citizenship. The Professional Employee regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The Professional Employee accepts the responsibility to practice the profession according to the highest ethical standards.

The Professional Employee recognizes the magnitude of the responsibility which has been accepted in choosing a career in education, and engages, individually and collectively, with other educators, to judge colleagues, and to be judged by them, in accordance with the provisions of this code.

#### 5. COMMITMENT TO THE STUDENT

The Professional Employee measures success by the progress of each student toward realization of his/her potential as a worthy and effective citizen. The Professional



Employee therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling this obligation to the student, the Professional Employee:

- a. Shall not without just cause restrain the student from independent action in the pursuit of learning, and shall not without just cause deny the student access to varying points of view.
- b. Shall not deliberately suppress or distort subject matter for which responsibility is borne.
- c. Shall make reasonable effort to protect the student from conditions harmful to learning, health, or safety.
- d. Shall conduct professional business in such a way that the student is not exposed to unnecessary embarrassment or disparagement.
- e. Shall not on the ground of unlawful discrimination exclude any student from participation in or deny any benefits under any program, nor grant any unlawful discriminatory consideration or advantage.
- f. Shall not use professional relationships with students for private advantage.
- g. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
- h. Shall not tutor for remuneration students assigned to the Professional Employee's class, unless no other qualified teacher is reasonably available.

## 6. COMMITMENT TO THE PUBLIC

The Professional Employee believes that patriotism in its highest form requires dedication to the principles of our democratic heritage, sharing with all other citizens the responsibility for the development of sound public policy and assuming full political and citizenship responsibilities. The Professional Employee bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public. In fulfilling these obligations to the public, the Professional Employee:

- a. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
- b. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
- c. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
- d. Shall not use institutional privileges for private gain or to promote political candidates for partisan political activities.

- e. Shall not accept any gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

## 7. COMMITMENT TO THE PROFESSION

The Professional Employee believes that the quality of the services of the education professional directly influences the nation and its citizens. The Professional Employee therefore exerts every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of trust to careers in education. Aware of the value of united effort, the Professional Employee contributes actively to the support, planning, and programs of professional organizations. In fulfilling these obligations to the profession, the Professional Employee:

- a. Shall not unlawfully discriminate against members of the profession.
- b. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
- c. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
- d. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes or is required by law.
- e. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
- f. Shall provide upon the request of the aggrieved party a written statement of specific reasons for recommendations that lead to significant changes in employment, or termination of employment.
- g. Shall not misrepresent professional qualifications.
- h. Shall not knowingly distort evaluations of colleagues.

## 8. COMMITMENT TO THE INSTITUTION

The Professional Employee at Cowley County Community College and Area Vocational-Technical School accepts responsibilities and loyalties to this College which may not be readily visible in the Commitments to the Students, the Public, and the Profession as outlined in the Code of Ethics of the Educational Profession. The Professional Employee, keeping in mind these institutional, community, and personal responsibilities, should continuously evaluate professional priorities. When awareness of some personal deficiency in the following areas begins to develop, the Professional Employee believes that steps should be taken immediately to resolve the problem. In fulfilling these obligations to the College, the Professional Employee shall:

- a. Be alert to and act upon every opportunity to promote the College and its individual programs.
- b. Assist in recruiting students for the Professional Employee's programs and for the College in general.
- c. Support and attend as many school activities as possible.
- d. Be accessible to students in order to encourage individual assistance as needed.
- e. Support and participate in program and staff development activities.
- f. Accept the responsibility of pursuing a personal goal of self-improvement and continuing education.

## 9. PROFESSIONAL ACTIVITIES

The College will encourage Professional Employees to participate in professional activities that contribute to the goals and objectives of the institution. Reimbursement for such activities shall be within the limitations of the budget and according to the policies of the Board.

- a. The responsibility of a Professional Employee to fulfill all contractual obligations to the College shall have priority over other professional activities.
- b. Professional Employees who participate in professional activities at the expense of the College may be required to submit individual written reports concerning such activities.
- c. Attendance of Professional Employees at conferences, workshops, or conventions requires the recommendation of the Department Chair and the approval of the Chief Academic Officer or designee and the President.
- d. Program visitation, staff exchange, or other professional activities require a written proposal prepared by the Professional Employee, recommended by the Chief Academic Officer, and approved in writing by the President.
- e. Authorized expenses incurred in approved professional activities will be reimbursed according to the provisions of Article II, Section 2, Reimbursement for Travel, of the Master Agreement.

## 10. PROFESSIONAL IMPROVEMENT

- a. At the beginning of each school year, each professional employee, at the job target meeting with the Chief Academic Officer or designee will outline the areas that the professional employee wants to work on that year. A recommended guideline is sixteen (16) hours per fiscal year.
- b. During that year each Professional Employee will keep record of the staff development activities and the time involved with each activity. (Include any cost to each Professional Employee or the college).

- c. During the year if questions arise as to the validity of a professional development activity the Department Chairperson will have the responsibility of approving that activity.
- d. At the end of each year at the job target meeting with the Chief Academic Officer or designee discuss the results of the Professional Employee staff development activities completed compared with those discussed at the beginning of that year.

## 11.NEPOTISM

It is the policy of Cowley County Community College to employ and retain the best qualified Professional Employee available without bias.

1. If an employee or Board of Trustee member is in a position which requires or allows a personnel decision such as those concerning recruitment, appointment or hiring, retention, evaluation, promotion, discipline, transfer, tenure or salary of immediate family, such condition shall be deemed a conflict of interest and that person shall not participate in any such decision; furthermore that person shall not participate in or be present when any group or body considers such decisions.
2. Efforts will be made when filling a vacant position to avoid hiring immediate family within the same department or who report to the same direct supervisor.
3. This provision shall not apply to any Professional Employee who has been regularly employed (full-time) by the College prior to adoption of this policy. However, if any relationship contrary to this policy exists at the time of adoption, the relationship shall be disclosed in writing by the supervisor to the responsible administrator, along with a written management plan. The management plan should include, at a minimum, a description of the alternative reporting structure for the supervised employee's appointment or hiring, retention, evaluation, promotion, discipline, transfer, tenure and salary. The management plan must be signed by the employee, the supervisor, and the alternative supervisor and approved by the president. If the relationship is ongoing, an annual disclosure and management plan shall be required.
4. Qualifying events subsequent to the adoption of this policy will not receive grandfather status. If two employees become related during their employment at the college and such relationship violates the provisions of this policy, one of the employees must be reassigned. The college will make every effort to accommodate this reassignment, but if that is not possible, the management plan provisions above must be implemented.
5. If after an exhaustive search, the only person qualified to fill an open position will create a relationship in conflict with this policy, the management plan provisions above must be implemented.

6. For purposes of this policy, immediate family shall mean the spouse, child, parent, father-in-law, mother-in-law, step-parent, step-child, grandparent, grandchild, sister, brother, aunt, uncle, niece, nephew, sister/brother-in-law, son/daughter-in-law.

## 12. DUE PROCESS

The Board and Association recognize the provisions for due process of Professional Employees as provided by K.S.A. 72-5436 et seq., commonly known as the Kansas Teacher Due Process Act. It is agreed that any change in applicable state statute shall be an item for re-negotiation at the next contract opening.

The Board of Trustees shall have the right to terminate or non-renew any professional employee for just cause after affording the professional employee reasonable opportunity for improvement, when applicable. Just cause includes, but is not limited to gross misconduct, gross insubordination, willful neglect of duty, or crimes involving moral turpitude. Due process, commonly called tenure, is granted after the professional employee is offered their fourth (4<sup>th</sup>) consecutive contract (third (3<sup>rd</sup>) consecutive if tenure was previously achieved at another Kansas institution) or if the Board has granted an exception to the stated timetable. Tenure will require a formal application process that is mutually developed by the CAO and faculty.

When a professional employee is terminated or nonrenewed from his/her teaching contract after being offered tenure, the Board, or its designee, shall notify the professional employee in writing of its actions and shall list the specific reasons and facts pertaining to the decision. Included in this notice shall be a statement of the professional employee's right to file for a hearing before a neutral party. Within fifteen calendar days of the receipt of the notice, the professional employee may present a written request for a hearing to the Board Secretary. This notice shall include the name of the professional employee's legal representative.

The Board shall, upon written notice from the professional employee, provide any additional relevant information used to make the decision to terminate or nonrenew the professional employee's contract. The Board shall also identify by name and address any witness it plans to call to present testimony in a hearing. This information shall be provided within five calendar days of the receipt of the written request.

Within ten calendar days of the receipt of the request for a hearing, a representative of the Board and the professional employee's representative shall jointly request a slate of five (5) hearing officers from either the commissioner of education or the American Arbitration Association (AAA), if mutually agreed upon. When the list of hearing officers is provided to each representative, they shall, within five calendar days, select a hearing officer using the strike off method. The professional

employee's representative shall make the first strike. The parties shall send a letter notifying the selected party of their choice.

The hearing shall be held within thirty calendar days of the selection of a hearing officer or at a mutually acceptable date. The professional employee representative shall exchange any documents and the names and addresses of witnesses to be called in the professional employee's defense not less than ten calendar days prior to the hearing.

The hearing officer shall preside over the hearing in an orderly and impartial manner. The Board shall present its case first. The professional employee's representative shall have the right to cross examine each witness called by the Board. After the Board has presented its case, the professional employee's representative shall present the professional employee's case which may include witnesses and personal testimony.

The hearing officer shall close the hearing when each party has presented its case and rebuttal testimony if necessary. At the option of the hearing officer, briefs may be presented by each representative. The hearing officer shall render a binding decision in writing within ten calendar days of the hearing or receipt of briefs with the burden of proof resting on the Board.

The Board shall be responsible for all expenses of the hearing officer, the hearing including, but not limited to, transcription expenses, and the AAA.

### 13. GRIEVANCE PROCEDURE

The purpose of these procedures is to secure equitable solutions to the grievances of Professional Employees. Both parties to the agreement are guaranteed the opportunity to have the unobstructed and exclusive use of this grievance procedure without fear of reprisal or prejudice. A grievance means a complaint by a Professional Employee or group of Professional Employees with respect to the interpretation or application of this Agreement. Grievances shall be filed and processed as follows:

Step 1. Informal procedure – The grievant shall request an informal conference in writing with the immediate supervisor within five (5) days after the grievance is discovered, or within reason should have been discovered. A grievance will be considered only if the event precipitating the grievance has occurred within a period of sixty (60) days prior to its discovery.

Step 2. Formal grievance procedure – If the grievant is unable to have a conference with the immediate supervisor within five (5) days of the above request, if the immediate supervisor fails to issue a grievance decision within five (5) days after the conference, or if the grievant is dissatisfied with the results of the informal

conference, then the grievant may proceed to step three (3) of the grievance procedure.

Step 3. The grievant shall file a grievance in writing stating in detail the facts of which he complains and the provisions of this Agreement which are alleged to have been violated. Grievances shall be deemed filed when delivered in writing to the President of the College within thirty (30) days following the written request for the informal conference. One copy of the grievance shall be delivered to the President of the College, one to the President of the Association, and one shall be kept by the grievant. The President of the College shall review the grievance and the record of the above procedures, together with any additional evidence or oral argument. Within fourteen (14) days after delivery of the grievance at his/her office, the President of the College shall render his/her written decision. He/she shall deliver one copy of the decision to the grievant and one copy to the President of the Association.

Step 4. If a solution satisfactory to the grievant and the Administration has not been reached through the above procedures, the grievant may appeal the decision in writing to the Board within five (5) days after the receipt of the decision of the President of the College. The Board will review the grievance and the record of the above procedures and hear the matter in dispute. Any evidence or argument which the Board finds pertinent, or which the grievant desires to submit, may be presented at such hearing and the parties shall have the right to cross-examine witnesses who are called to testify. The Board shall thereafter render its decision disposing of the issue in writing. One copy of the Board's decision shall be delivered to the grievant, one copy to the President of the College, and one copy to the President of the Association.

- a. If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended or decided by the Administration at the last step. If the Administration does not meet the time requirements for decision making at any stage in the grievance procedure, the grievant may move to the next stage in the procedure.
- b. All references to number of days in this procedure shall be determined to mean the days the College administration offices are open for business. In the event a grievance is not filed or processed in the manner and within the times set forth above, it shall be disposed of at the option of the Administration.
- c. Grievances shall be processed as quickly as possible. The number of days indicated at each level shall be considered maximum, and every effort shall be made to expedite the process in a shorter period of time.
- d. It is agreed that the grievant may request and receive information in the possession of the Board which the Board agrees is material for the processing of said grievance and to which the grievant is entitled by law.
- e. The grievant may withdraw the grievance at any level.

- f. All parties shall have the right to have counsel or a representative present with them at each phase of the formal grievance procedure.
- g. Any decision which involves the expenditure of funds or construction of a policy is subject to the approval of the Board.
- h. Matters relating to the termination or non-renewal of Professional Employees shall be handled exclusively according to the provisions of due process as provided by Kansas statutes.
- i. Any provision of this grievance may be altered for a particular case upon the written concurrence of the President of the College and the President of the Association.

## **ARTICLE VII- Evaluations**

### **1. PROFESSIONAL EMPLOYEE EVALUATION**

The purpose of the following evaluation activities at the College is to improve the performance of assigned responsibilities. Information concerning individual evaluations will be considered confidential and will be kept by the college for seven (7) years. Forms shall be developed and reviewed by a Faculty Evaluation Task Force convened by the Chief Academic Officer at least once every three (3) years. No other evaluation instrument will be promoted or used to evaluate faculty unless expressly permitted by the Master Agreement. (\*See list of specific forms in the appendix.)

Professional employees will be evaluated on the following schedule:

For the first 3 years, annual evaluations will consist of a self-evaluation, a department chair evaluation, a CAO evaluation or designee evaluation, student evaluations in all classes both semesters, and a formal classroom observation in the Fall and Spring semesters.

For the next three years (years 4-6), evaluations will be done annually in either the fall or spring semester. Evaluations will consist of a self-evaluation, a department chair evaluation, a CAO or designee evaluation, a student evaluation for each



different course taught for that academic year, and a formal classroom observation in either the Fall or Spring semesters.

Beyond six years, a formal evaluation will be done once every three years. Evaluations will consist of a self-evaluation, a department chair evaluation, a CAO or designee evaluation, a student evaluation for each different course taught for that academic year, and a formal classroom observation in either the Fall or Spring semester.

Tenured faculty not under formal evaluation must have student evaluations for two classes completed during each academic year; professional employees may choose to have additional classes evaluated.

Professional employees who teach over 24 credit hours in the fall or spring semester or more than 9 credit hours in the summer semester will have two additional student course evaluations beyond the regular requirements for that semester.

Professional Employees will be evaluated for the period of time beginning with the latest prior evaluation. During the evaluation period, the formal classroom observation of the Professional Employee will be conducted by the Chief Academic Officer (or designee), or department chairperson; the CAO will contact professional employees at least five days in advance of the possible observation dates. During the first six years of employment, no more than two (2) consecutive formal observations will be conducted by the same entity. The College's Chief Academic Officer or designee and Department Chair will review evaluations with the Professional Employee prior to the end of the last semester of the formal evaluation period. A Faculty Evaluation Report summary will be received by the Professional Employee at the meeting with the Chief Academic Officer or designee.

Faculty will receive notice of student evaluations at least five days prior to them being made available to students. Faculty may select the classes to be evaluated based on the criteria above.

## 2. ADMINISTRATIVE REVIEW OF PROFESSIONAL EMPLOYEES

The College recognizes and accepts the responsibility to attempt to improve the performance of Professional Employees prior to recommending disciplinary action to the Board. In fulfilling this responsibility, the following Administrative Review procedures will be employed, unless there is clear evidence of a flagrant violation of Board policy or Kansas law.

- a. When it has been determined by the Administration that a Professional Employee, who has been employed by the College for three (3) years or more, is to be placed on Administrative Review status, the President will convene a conference consisting of the Professional Employee, a CEA

Representative or other advocate of his or her choice if requested by the Professional Employee, President, Chief Academic Officer, Associate Vice President for Instruction, and Department Chairperson for the purpose of outlining perceived deficiencies and determining a course of action to correct the problem. A written record of this conference will be prepared for the Professional Employee's personnel file.

- b. From this point, until such time as the Professional Employee is no longer on Administrative Review status, regular evaluation procedures for improvement of instruction will be replaced by procedures for administrative review.
- c. The Professional Employee involved will be evaluated yearly by utilizing special instruments for such purpose:
  1. The Professional Employee will be evaluated by all of his/her students each semester by utilizing a special form rather than the usual form for improvement of instruction. These forms will be collected by the Chief Academic Officer or his/her designee.
  2. The Professional Employee will be evaluated each year by (1) the Chief Academic Officer and/or Instructional Administrator, (2) Department Chairperson, and (3) Self, on a special instrument rather than the usual form used for improvement of instruction.
  3. The results of all such evaluation will be made available to the Professional Employee involved in a timely fashion.
- d. In March of the year following the initial conference, another conference will convene for the purpose of assessing any improvements and deficiencies noted. A summary of this conference, along with the administrative disposition, will be entered on the same record established at the original conference (see a).
- e. The special evaluation procedure shall continue until such time as the Professional Employee is removed from Administrative Review status.

## **ARTICLE VIII – Reduction-In-Force/Nonrenewal and Termination**

### **1. SELECTION**

If the Board determines that there is to be a reduction-in-force which will result in termination or non-renewal of any Professional Employee covered by this Agreement, the following procedure will be followed:

- a. The department and/or teaching area as determined by the Administration, where such reduction is to take place, shall be designated by the Administration after consultation with the department chair concerned.
- b. Consideration shall be given to any Professional Employee who desires early retirement.

- c. Temporary or part-time Professional Employees shall be released before full time Professional Employees, provided the latter are qualified to carry out the assignments of such temporary or part-time employees.
- d. In accordance with Kansas law, a tenured Professional Employee, one with a right to due process, will be retained before a non-tenured employee, generally one with no right to due process, if the tenured employee is qualified to carry out the assignment. This is true even if the tenured employee is not currently assigned to the department or area in which the non-tenured employee has been teaching.
- e. After consideration of sections a-d above, Professional Employees will be retained subject to the provisions in numbers 1-4 below; each item will be weighted equally in the final decision.
  - 1. Possesses the best evidence of good teaching, on the basis of:
    - a. Student evaluations including retention and enrollment reports;
    - b. Administrative evaluations;
    - c. Department evaluations; and
    - d. Comments by accrediting personnel.
  - 2. Possesses the critical skills needed by the College, on the basis of:
    - a. Special training for a specific responsibility;
    - b. Recognition as an authority in his/her field by peers; and
    - c. Degrees and credit hours relevant to the position(s) retained.
  - 3. Possesses the greatest versatility, on the basis of:
    - a. Qualifications to teach in a variety of needed subject areas;
    - b. Previous experience in other teaching levels, business and industry experience relevant to needs of the College; and
    - c. Special skills other than above which are needed by the College.
  - 4. Has provided the greatest leadership to the College, on the basis of:
    - a. Special leadership responsibilities assigned by the Administration; and
    - b. Recognition by regional or national organizations.
- f. If after such consideration, several Professional Employees are relatively the same, the selection shall be made on the basis of retaining the Professional Employee with the most continuous full-time, uninterrupted employment with the College. If, after such consideration, the Professional Employees in question have the same length of service with the College, then the selection shall be made on the basis of retaining the Professional Employee with the highest number of completed graduate hours toward an advanced degree.

## 2. SERVICE AND BENEFITS

Professional Employees shall retain credit for their length of service up to the time of termination or nonrenewal under Section 1 of this Article, but shall not be entitled to earn additional credit for service or receive benefits, thereafter.

### 3. RECALL

Professional Employees who are terminated or their contracts are non-renewed under this Article shall retain the right to be recalled to the employment of the College until sixteen (16) months after the day the Professional Employee's last regular contract was terminated. If the Board determines that additional full-time Professional Employees are needed during this sixteen (16) month time, Professional Employees shall be eligible for reinstatement, using the same criteria as was used above to determine retention, including the qualifications to teach the full normal work load of classes or courses as assigned by the Administration. Any Professional Employee who is not re-employed during this period shall not have further recall rights under this Article.

### 4. PROCEDURES FOR NONRENEWAL & TERMINATION OF CONTRACTS

The procedures for the nonrenewal and termination of contracts of Professional Employees as provided in K.S.A. 72-5436, et.seq., as amended, shall be incorporated into this Agreement by reference.

## **ARTICLE IX – Copyrights and Patents**

### 1. PURPOSE

This Article is intended to protect the interests of a Professional Employee whose originality may yield monetary rewards while at the same time protecting the interests of the College and the community it represents.

### 2. DEFINITION OF TERMS

As used in this Section, the following terms have the meaning indicated:

- a. "Intellectual property" means any invention, data, software, information, work, subject matter, trademark, trade secret, creation, publication, composition, discovery, improvement, development and all other results of work performed by a full time faculty member prior to or during their employment at Cowley County Community College, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.
- b. "Written materials" means all instructional, consulting, literary, art, dramatic, and musical materials or works, computer programs, and all other materials, published or unpublished, whether or not copyrighted or copyrightable.

- c. "Recorded materials" means all sound, visual, audiovisual, films or tapes, videotapes, kinescopes, or other recordings or transcriptions, published or unpublished, whether or not copyrighted or copyrightable.
- d. "Materials" means written materials and recorded materials.
- e. "College support" means the use of college resources/support/facilities is substantial and critical to the creation of the intellectual property and Cowley County Community College's aid exceeds a cumulative total of forty thousand dollars (\$40,000.00) over a three (3) year period for any of the items listed below:
  - 1. Alternate assignment for a specific project
  - 2. Use of college funds
  - 3. Use of college owned equipment, facilities, materials or technological information.
  - 4. Support provided by other public or private organizations controlled by the college.
  - 5. Assistance of college employees or students who are assigned to the project.
  - 6. Cash investments or purchases
  - 7. Use of college sabbatical leave.

Examples of support do not include the following:

- 1. Incidental use of college resources/support/facilities
- 2. Normal academic use of facilities commonly available to faculty members, staff or public such as libraries, offices, office equipment or internet services.
- f. "Net Proceeds" means gross receipts therefrom (including fees, rents, royalties, dividends, earnings, gains, and other sale proceeds) less all costs, expenses, and losses paid or incurred by Cowley County Community College in connection therewith (including all direct costs and expenses, indirect costs and expenses, as allocated and determined by the College, and the costs and expenses of obtaining and securing patents or copyrights and all attorney's fees).
- g. "Commissioned" means specific projects, works, or products contracted for by the College with an individual or group of individuals for a time specified in commission contract.

### 3. INQUIRY TO THE COPYRIGHTS AND PATENTS COMMITTEE

To ascertain whether any inventions or materials a Professional Employee is planning to prepare, preparing, or has prepared, will be considered College supported, as set forth in this policy, a Professional Employee or the College initiates an inquiry to the College Committee on Copyrights and Patents, hereafter called the "Committee" to which inquiry the Committee will respond. The Committee shall be appointed by the President and shall consist of five members: two administrators, two Professional Employees, and one member selected from the Cowley County Endowment Association. An administrator shall serve as chairman of the Committee and shall moderate at all meetings and shall keep a record of the meetings of the

Committee and its decision. The decision of the College Committee on Copyrights and Patents is subject to review by the Board of Trustees. The decision of the Board of Trustees shall be final.

#### 4. OWNERSHIP AND EQUITY

- a. Pursuant with academic tradition and to encourage scholarly growth, the college shall not claim ownership, interest or share in the proceeds of intellectual property produced without substantial college support or to items produced for instructional purposes including a) publications, b) textbooks, c) educational courseware, d) lectures, e) recordings, f) original works of art, g) fiction, novels, poems, dramatic works, h) audio-visual works, i) musical compositions, or j) computer software.
- b. The college shall not claim ownership, interest or share in the proceeds in intellectual property created while on sabbatical unless substantial college support is enlisted as defined herein.
- c. All intellectual property developed while in conjunction with college supported grants, partnerships and other agreements are subject to the provisions of this agreement.
- d. All intellectual property produced under grants from the federal government or other agency, public or private, shall be subject to the conditions of the contract or grant with respect to ownership, distribution and use, and other residual rights, including net proceeds.
- e. When the college provides substantial support as defined under section 2.e. above, the college and faculty member(s) shall enter into an agreement concerning the division of assets. The document shall provide the faculty member with no less than fifty percent (50%) of the net income until the agreed upon substantial support has been repaid to the college and no less than seventy percent (70%) of the net income thereafter.
- f. When the college commissions the development work, the college shall have all rights to the proceeds in invention and materials, except as otherwise stated in writing in the commission contract.
- g. Materials used to produce, support and/or teach distance education courses remain the intellectual property of that faculty member and may not be used by the faculty member to teach at another institution during the semester in which the curriculum is being utilized at the College. The College retains the right of first opportunity for the course offering.

#### 5. COLLEGE USE OF INCOME FROM COPYRIGHT AND INVENTION PROCEEDS

The College share of income derived from proceeds in any materials and inventions will be used at the discretion of the Board of Trustees.

**6. RELEASES**

The Professional Employee shall be responsible for obtaining appropriate written releases from individuals identified in, or in some manner requested to participate in the creation of College supported materials. Written statements shall also be obtained from appropriate College personnel indicating that to the best of his/her knowledge, any of the materials developed do not infringe on existing copyrights, or other legal rights.

**7. TRANSFER OF RIGHTS**

The College may at its discretion, assign, transfer, lease, or sell all or part of its legal rights in inventions and materials.

**8. NET PROCEEDS FROM SALES TO STUDENTS**

Net proceeds derived from the sale of all inventions and materials developed after 1993 by a Professional Employee to Cowley County Community College students, where purchase by students is required, shall be donated to Cowley County Community College Endowment Association, except when the purchase of the invention and/or material is approved in advance by the College's Administrative Council.

**ARTICLE X – DURATION**

This Agreement shall be for a period beginning August 1, 2018 through July 31, 2019.

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For Cowley County Community College  
College Education Association

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For Cowley County Community College  
Board of Trustees