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00.0 RECOGNITION, RIGHTS AND RESPONSIBILITIES

- 00.01 A Master Contractual Agreement between the Board of Trustees of Cloud County Community College and the Faculty Association of Cloud County Community College.
- 00.02 This agreement is entered into this 8th day of February, 2018, by and between the Board of Trustees of Cloud County Community College hereinafter, called the "Board" and the Cloud County Community College Faculty Association, hereinafter called the "Association," for the school years 2018-2019 (July 1, 2018 – June 30, 2019). All other provisions in this Agreement shall remain unchanged unless the Board and the Association mutually agree to negotiate and agree upon changes.
- 00.03 Witnesseth: WHEREAS, the Board and the Association recognize and agree that providing quality education and maintaining high standards of academic excellence for the students and in all facets of the college program are mutual goals dependent predominantly upon the quality and morale of the professional staff, and
- 00.04 WHEREAS, the members of the Faculty Association are particularly qualified to assist in formulating policies and to determine educational programs, and
- 00.05 WHEREAS, the Board has an obligation (pursuant to KSA 72-2218 et. seq.) to negotiate with the Association as the duly recognized representative of the professional employees in the Cloud County Community College professional bargaining unit consisting of full-time teaching professional employees, and
- 00.06 WHEREAS, the Board and the Association have reached agreements which are confirmed in this contract.
- 00.07 NOW, THEREFORE, it is agreed as follows:

00.1 Recognition.

- 00.11 The Association Recognition. The Association recognizes that the Board has the responsibility and the authority to manage and direct on behalf of the public all of the operations and activities of the institution to the full extent authorized by law.

- 00.12 Board Recognition. The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all professional employees as enumerated in paragraph 00.05 of this agreement.
- 00.13 Sole Agent. The Board agrees not to negotiate with any faculty member individually, or with any faculty organization other than the Association for the duration of this agreement, nor to refer to any other group any problem for any purpose which is properly the subject of negotiations.
- 00.14 Changes in Current Policies. The Board agrees to effect any changes in current board policies which are in conflict with this agreement; and in the event of any inconsistency or conflict of board policies, the provisions of this agreement shall apply.
- 00.15 Effect by Passage of Law. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect. Furthermore, the Board and Association shall enter immediately into negotiation to replace any provision found contrary to law.
- 00.16 Amendment. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing and submitted to appropriate ratification procedures of the Board and the Association. At such time as it has been ratified by both the Board and the Association, it shall become a part to the agreement.
- 00.17 Personal Rights Protected. Nothing contained herein shall deny or restrict any professional employee's right under the laws of the State of Kansas.

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02.0 POLICIES NOT COVERED BY HANDBOOK OR MASTER CONTRACT

- 02.01 All terms or conditions of employment, as per KSA 72-2218 (1), of professional employees (faculty) currently in effect at the time this agreement is signed shall remain in effect unless changed through the negotiations process.
- 02.1 No Strike. The Association agrees not to strike or participate in other work stoppage so long as this agreement shall be in effect.

03.0 PROCEDURAL AGREEMENT

- 03.1 Purpose. The purpose of these procedures is to enable the parties to negotiate on the terms and conditions of professional service under the provisions of the Kansas Law entitled Teachers' and Administrators' Professional Negotiation Act L. 1970 Ch. 284 (1970 N.B. 1647).
- 03.2 Selection of Teams. The Board and the Association each has the right to select its own representatives and to change them at will.
- 03.3 Good Faith. Each party acknowledges its duty under the Kansas Statute to meet, confer, consult and discuss in a good faith effort to reach agreement with respect to the terms and conditions of professional service at Cloud County Community College.
- 03.4 Proposals and Counterproposals. Formally prepared proposals, typed and double-spaced, shall be presented for negotiation. When differences are so great that a counterproposal is necessary, the counterproposal shall be typed double-spaced.
- 03.5 Negotiation Sessions. The first negotiating session shall take place within 14 days after a request for such is made by either party. Negotiating sessions shall take place at an agreed-upon place. Reasonable recesses may occur at the request of either party with the session reconvening within 10 days after such a request. Negotiations shall not begin before April 1 of each year except by mutual consent of both parties. However, under KSA 72-2228 letters of items each side intends to negotiate must be submitted on or before March 31 of each year.
- 03.6 Processing Agreements. When agreements are reached on the various items which have been negotiated, they are to be typed in final form, signed by the negotiators and recommended to the constituents for ratification. The Association shall submit a list of the names of all members of the bargaining unit. Attached to the list will be a statement by the association president verifying that a good faith attempt was made to contact all members of the bargaining unit; that a majority of the bargaining unit have participated in the ratification vote; and that a majority of those voted to ratify (not ratify) the agreement. Ratified agreements will be signed by the Association and the Board. (See Appendix C for certification form.)

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05.0 JOINT COMMITTEES

05.1 Definition. For the understanding in this contract, a joint committee is composed of administration, faculty, and students.

05.2 The purposes of the joint committees are:

- A. To make appropriate evaluations concerning specific aspects of the College which are of concern to the institution as a whole,
- B. To make recommendations to the appropriate administrative officials, or
- C. To permit representative participation in the academic governance of the College by the administration, faculty, and student groups.

05.3 Authority. The initial meeting of each committee shall be called by the President or his designee to review the job description of that committee's functions and scope of authority. Each Vice President or Director of an area shall act as Chairperson of the appropriate committee. An assistant chair shall be elected by a vote of the committee. Each committee shall be deemed duly established only after the job description has been approved by the President and the Association.

05.4 Committee Members. Membership in joint committees shall be determined as follows with an attempt to have at least one carry-over member:

05.41 The President, who is an ex-officio member of all committees, shall appoint the members designated as being administrators and Division Deans. Administrators shall be represented on all joint committees.

05.42 The Faculty Association shall appoint the members designated as being faculty members-at-large. These members may include a representation of the faculty as a whole including both members and non-members of the Faculty Association. The Association shall be represented on all joint committees.

05.43 The Student Senate shall appoint those members designated as student members.

05.5 Committees Established and Membership.

- A. Instructional Services Committee: Membership shall consist of the Division Deans; the Vice President for Academic Affairs; the Director of the Library; the

Director of Advisement and Retention Services; one (1) administrator from Online and Outreach appointed by the President; the Registrar; the Coordinator of the Student Success Center; all department heads; one (1) full-time faculty member from the Geary County Campus appointed at-large; and two (2) students appointed by the Student Senate.

- B. Student Services Committee: Membership shall consist of the Director of Student Activities; the Vice President of Enrollment Management and Student Services; the Director of Admissions; one (1) coach of a male sport and (1) coach of a female sport appointed by the Faculty Association; five (5) noncoaching, full-time faculty members appointed at-large; one (1) full-time faculty member from the Geary County Campus appointed at-large; and two (2) students appointed by the Student Senate; one (1) member of the Geary County Campus Student Services Staff; the Retention Specialist; the Director of Auxiliary Services; and the Director of the TRiO Program.
- C. Administrative Services Committee: Membership shall consist of the Vice President for Administrative Services; two (2) full-time faculty members appointed at-large; one (1) full-time faculty member from the Geary County Campus appointed at-large; two (2) full-time administrators appointed by the President; two (2) full-time or regular part-time hourly support staff members appointed by the President; and two (2) students appointed by the Student Senate.
- D. Technology Services Committee: Membership shall consist of one (1) student appointed by the Student Senate; the Vice President for Administrative Services; the Director of Information Technology; the Director of the Library; the Coordinator of the Student Success Center; the Director of Advisement Services; one (1) support staff employee appointed by the organization for support staff employees; one (1) administrative support or professional services employee chosen by that group; two (2) full-time faculty members appointed at large by the Association (if possible, one member shall not be involved in technology use but interested in implementing such use.); one (1) full-time faculty member from the Geary County Campus appointed at large by the Association; the Grants Coordinator; and the Coordinator of Online Education.

All Divisions shall be represented on the Committee. After all appointments are made as stipulated in the preceding paragraph, any Division without representation on the Committee shall appoint one (1) member of that Division by a vote of the members of the Division.

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07.0 MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

07.1 Personnel of the College shall have complete freedom in selecting the professional organizations, which they may wish to join, or refrain from joining, without threat of any kind from any officer or employee of the College or the Association.

08.0 POLITICAL ACTIVITY OF PROFESSIONAL STAFF

08.01 Professional employees shall not use college time, supplies or equipment in the performance of partisan political activity.

08.02 Professional employees shall not promote a partisan political view in their classes.

08.03 Professional employees may publicly campaign for candidates of their choice in local, county, state, and national elections to any extent which does not interfere with the proper performance of duties to the College.

08.04 Professional employees may seek election and may hold offices which do not interfere with the performance of their responsibilities to the College. Payment of any portion of a professional employee's salary and benefits is not guaranteed. Before deciding to seek office which would interfere with the performance of the duties for which they are under contract, the professional employee must reach an agreement with the President of the College on matters of time to be away from duty, salary, and all other matters relating to the interruption of duties to the College. This agreement will be final and will only be accepted or rejected by the Board of Trustees. The employee agrees to honor and be bound by this agreement. The employee further agrees not to attempt to negotiate with the Board of Trustees directly.

09.0 ACADEMIC FREEDOM

Professional employees are citizens, members of a learned profession, and representatives of the College. When speaking or writing as citizens, they should be free from institutional censorship or discipline, provided they clearly indicate they are not representing the institution. Their special positions in the community impose special obligations upon them as individuals. As persons of learning and as educators, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, exercise restraint, and show respect for the opinions of others.

The professional employee is given full freedom in research and in the publication of the results, subject to the adequate performance of other academic duties.

Academic freedom allows professional employees to seek and present the truth as they know it on problems and issues subject to accepted standards of professional responsibility and appropriate subject matter, without fear of interference from administrators, the Board, governmental authorities, or pressure groups. Students gain the opportunity to study controversial issues and divergent views and to arrive at their own conclusions, but should be careful not to introduce controversial material which has no relation to the particular subject. Professional employees have an obligation to protect student's right to freedom of inquiry even when the student's conclusions differ from the professional employee's conclusions.

10.0 THE COLLEGE CALENDAR

10.1 School Year. The school year is defined for purposes of this agreement as the period beginning July 1 and ending on June 30 of the following calendar year. It includes the fall semester, spring semester, one or more summer sessions, and any interim terms or periods of time.

10.2 Academic Year. The academic year is defined for purposes of this agreement as the two semesters and any interim period between the fall and spring semesters. The fall semester shall begin in August and end in December. The spring semester shall begin in January and end in May.

10.21 For professional employees on a nine-month contract, normal working days are defined to mean all days that have not been declared a holiday by the Board of Trustees. In addition, they may be expanded from 168 to a maximum of 174 working days during the academic year as defined in section 10.2. Faculty members shall be paid an amount equivalent to the Master's Base Salary/the number of contract days for each day required above 168 days. Scheduling of college calendar days in excess of 168 shall be decided upon in consultation with the Faculty Association.

10.3 The College Day. The college day shall begin at 7 a.m. and end at 11 p.m.

10.4 The Faculty Association shall be entitled to review the Calendar and submit changes before the Calendar is made official. The calendar shall be deemed official upon adoption by the Board of Trustees.

10.5 By mutual consent of the Faculty Association and Administration and with advice of student senate representatives, alterations in the official Calendar may be made.

10.6 All days specified in section 10.21 or as agreed to by the faculty as orientation or in-service days are required workdays. Any professional employee who does not attend (without securing contract-granted leave or permission from the Vice-President for Academic Affairs) may be subject to a salary adjustment for that day.

10.7 Other Non-Teaching Days. Other non-teaching days will include the week of spring break and the days from January 1 until the start of the spring semester as determined by the official academic calendar.

11.00 – 19.00 BLANK

20.0 DIVISIONAL/DEPARTMENTAL STRUCTURE

20.1 For instructional and curricular purposes, the faculty shall be organized into divisions. The number of divisions and faculty members in each division shall be determined by the Vice President For Academic Affairs in consultation with the Instructional Services Committee and the Faculty Association.

20.2 The Division Dean shall be appointed by the President and such appointment noted on each appointee's contract when such contract is issued or reissued.

20.3 The Division Dean shall serve on the Instructional Services Committee, shall chair division meetings, and perform other duties as necessary.

20.4 The division shall meet upon call of the dean or upon call of any three (3) professional employees in the division.

20.5 The division may consider matters of concern to the represented disciplines and curriculum areas. These matters may include consolidation of budget requests and coordination of requisitions for supplies, equipment, and other materials; coordination of requests for curriculum changes, and any other matters of common interest within the division.

20.6 Each division shall have as many departments as there are disciplines within the division which have two or more full-time teaching professional employees. Department Chairs shall be appointed when a need for departmental coordination exists as determined by compelling evidence (i.e. data) provided by faculty, current Department Chair, or Division Dean in consultation with the department by the Vice President for Academic Affairs.

20.7 The chairperson of each department shall be appointed by the President and such appointment noted on each appointee's contract when such contract is issued or reissued.

20.71 The department shall coordinate, plan, budget, requisition materials and take other actions to facilitate the instructional needs of the course or courses under its jurisdiction. The Vice President For Academic Affairs shall be permitted to cast a deciding vote if a department is equally divided on a question.

21.00 – 30.00 BLANK

31.0 DEFINITION AND DUTIES

31.10 The President should be notified by the full-time professional employee of any outside employment. The primary obligation and responsibility of full-time professional employees at Cloud County Community College is the performance of his/her duties at the college. A full-time professional employee may hold a job, or consult outside his/her designated working hours, as long as he/she satisfactorily performs his/her job responsibilities at the College. If a full-time professional employee's outside work interferes with performance or the ability to meet the needs of the students or the college, the full-time professional employee may be asked to terminate the outside employment. Outside employment will present a conflict of interest if it has an adverse impact on the College or the full-time professional employee's contractual obligations.

31.11 Definition: A nonprobationary full-time teacher is a professional employee hired on a Full-time Teaching Professional Employee Contract specifying nonprobationary status.

31.12 Definition: A probationary full-time teacher is a professional employee hired on a Full-time Teaching Professional Employee Contract specifying probationary status.

31.13 Definition: Instruction pertains to faculty delivery of any course offered at CCCC regardless of its format (face-to-face, online, hybrid, or Web Conferencing).

31.2 Full-time Teaching Load. A full-time teaching load consists of a maximum of 15 credits or 24 contact hours per week except where a designated number of clock hours are mandated by regulatory agencies or program requirements.

Payment of Full-time Load and Overload: Academic Affairs calculates overload pay after the 20th day headcount each regular semester. In the Fall, overload is paid for all credit hours over 16. If the Full-time Professional Employee has more than 15 credit hours in the Spring semester, he or she will be paid for the credits above 15 in addition to the 1 credit from the Fall semester.

Independent study assignments shall not be considered part of a professional employee's teaching load.

Courses counted towards full-time teaching load may have exceptions: Overload class(es) assigned according to 31.25 by the Vice President for Academic Affairs, Division Dean, or Department Chair shall be deemed as the overload class(es).

- 31.21 Department chairs will establish faculty course loads of 15 credit hours in consultation with the appropriate division dean, with approval coming from both the division dean and the Vice President for Academic Affairs (or their designee).
- 31.22 Each professional employee's teaching load shall be computed in both credit hours and contact hours. If either or both are in excess of the maximum, an overload salary shall be paid on the higher.
- 31.23 Overloads. The load shall not exceed 30 credit hours or 45 contact hours/week for two semesters in a given academic year without additional compensation. Full-time teaching professional employees are permitted to teach no more than 9 credit hours per semester in addition to their regular full-time teaching load upon approval of the Vice President for Academic Affairs. Overload may exceed maximum, but only in unforeseen cases as determined by the Vice President for Academic Affairs.
- 31.24 Department chairs will establish overload courses in consultation with faculty. Overload classes will be paid according to Appendix H regardless of the delivery system, and the overload classes must be approved by both the Division Dean and the Vice President for Academic Affairs.
- 31.25 Procedure for Assigning Overload: If the Vice President for Academic Affairs determines that overload hours are necessary, he/she shall inform the appropriate Division Dean who shall arrange coverage for those overload hours with appropriately credentialed personnel (in consultation with the Vice President for Academic Affairs). If the Division Dean is unable to timely arrange coverage for the overload hours, the Vice President for Academic Affairs shall assign the

overload hours. No full-time teaching professional employee may be assigned more than one (1) overload course per academic year per three (3) academic years. Full-time teaching professional employees who are assigned to teach above the maximum load shall be paid an amount in addition to their base nine-month contract salary. Such overload hours initiated and/or assigned by the Vice President for Academic affairs shall be paid at 2.5% of the Master's base salary according to Section 31.24.

- 31.26 Assignments: In accordance with section 31.25, overload teaching assignments for published classes will be determined, by the following criteria (as long as quality standards of any online course have been met and approved by the Vice President for Academic Affairs):
- A. First Priority - Any full-time teaching professional employee in the department under which the course is normally taught who does not have a full load.
 - B. Second Priority - Full-time teaching professional employees without an overload assignment shall be given preference over fellow faculty who already have an overload assignment. Other full-time teaching professional employees qualified to teach in the department under which the course is normally taught.
 - C. Third Priority - Other full-time teaching professional employees qualified to teach the course as determined by the Vice President for Academic Affairs.
 - D. Fourth Priority - Other persons qualified to teach the course as determined by the Vice President for Academic Affairs.

Once an overload class has been assigned, the instructor of record shall not be removed without compelling evidence, in order to assure the practices described in this section.

- 31.27 Unusual situations and/or program and/or course requirements may be assumed by the professional employee or assigned by the administration upon mutual agreement of the instructor and administration.

The Vice President for Academic Affairs shall assign credit classes and/or additional academic responsibilities to professional employees on full-time contracts with less than a maximum load without extra pay for that portion of the assignment not exceeding a maximum load.

31.28 Travel expenses incurred by the professional employee related to distance education responsibilities shall be reimbursed by the College through the normal approval process.

31.29 The professional employee teaching the course shall use the department approved textbook(s).

31.3 Delivery Formats Other than Face-to-Face

31.31 Online and web conferencing instruction, are required to meet quality standards as well as gain approval by the Vice President for Academic Affairs.

31.312 Assignment of Web Conferencing Courses: Department Chairs will establish online and web conferencing courses as necessary in consultation with the instructor, the appropriate division dean, with approval coming from both the division dean and the Vice President for Academic Affairs (or the designee.) If the Vice President for Academic Affairs determines that an online or web conferencing course is necessary, he/she shall inform the appropriate Division Dean and Department Chair who shall arrange coverage for course with appropriately credentialed personnel. If the Division Dean and Department Chair are unable to timely arrange coverage for the online or web conferencing course, the Vice President for Academic Affairs shall assign the course in consultation with the instructor. No full-time teaching professional employee may be assigned more than one (1) online or web conferencing course per academic year per three (3) academic years.

31.32 WC Courses: Web Conferencing (WC) is the use of a College adopted technology through which an instructor is able to synchronously deliver a course to students at multiple locations.

31.321 For WC courses, limits on the number of remote sites and the total enrollment will be determined by mutual agreement between the professional

employee and the Vice President for Academic Affairs.

31.33 Online Course Development: Development of new online courses (never taught via technology before at CCCC) shall be paid \$2,000 upon meeting quality standards and approval from the Vice President for Academic Affairs. The newly developed online course becomes the intellectual property of the College. Faculty asked or required to reconstruct an existing online course will be compensated on a case by case basis. Compensation shall be based on the percentage of the course that is reconstructed. That percentage will be determined by mutual agreement between the professional employee and the Vice President for Academic Affairs. For example: 100% reconstruction corresponds to a \$2000 payment and a 50% reconstruction corresponds to a \$1000 payment.

31.4 Student Activities. Cooperation among all faculty members is necessary in order to provide adequate supervision and sponsorship of student activities. Accordingly, full-time teaching professional employees shall be assigned supervisory and sponsorship duties after consultation by the Vice President For Academic Affairs with the professional employee and his/her Division Dean. Faculty members are urged to show interest and attend college functions when possible.

31.5 Office Hours. Each full-time professional employee shall have regularly scheduled office hours posted on his/her door. The scheduled office hours per week must be a minimum of 6 hours. A current, written copy of the scheduled office hours shall be filed with the Vice President for Academic Affairs at the beginning of each semester. Office hours are defined as times when faculty members are available to assist students outside of the faculty member's scheduled class time.

31.51 When necessary, full-time teaching professional employees shall be available for conferences with students by appointment in addition to regularly scheduled office hours.

31.52 Full-time teaching professional employees shall spend a minimum of 30 hours per week on campus, or a proportionate fraction thereof for a shorter week, for instruction, academic advisement, preparation, library research, supervision of student activities, and other professional and related matters. Duties performed for additional compensation are considered secondary to the primary job description. If secondary duties are seen as interfering with the primary duties of a faculty member, the faculty member will be

notified in writing and the Vice President for Academic Affairs, or designee, will meet with the faculty member to create a plan to improve the issue.

31.53 No full-time teaching professional employee shall be required to serve on more than three committees appointed by the administration within a given semester.

31.6 Special Assignments. By mutual agreement of the professional employee and administration, the full-time teaching professional employee may be assigned administrative or quasi-administrative responsibilities.

31.62 The determination of an appropriate allowance shall be made by the President and the full-time teaching professional employee involved, subject to the approval of the Board.

31.63 Such responsibilities may include, but are not limited to, the development of a totally new curriculum or instructional technique.

31.7 It is recognized that Nursing Faculty, as well as possible others, represent groups that are exceptions to certain points in this section only to the extent as determined by the Kansas State Board of Nursing or other similar state agencies.

31.8 The Vice President for Academic Affairs, in consultation with the appropriate Division Dean, Department Chair, and professional employee, shall determine the appropriate sizes of classes depending upon class format and the availability of professional employees. Lab classes will contain no more students than the number of available workstations and equipment unless a greater number of students is agreed upon by the Vice President For Academic Affairs and the professional employee.

31.9 Probationary / Nonprobationary Status

31.91 Full-time teaching professional employees shall be moved from probationary to nonprobationary status in accordance with KSA 72-2260 et. seq. and/or other applicable statutes.

31.93 During the probationary period the professional employee shall be given constructive leadership and guidance by the administration and by fellow members of the department. The objective shall be to give the professional employee the maximum opportunity to do quality teaching and to succeed at the College.

31.94 Probationary professional employees shall be evaluated according to the same criteria/instrument during the year of transition as was used in the previous year.

32.0 FACULTY EVALUATION

32.1 Evaluation of full-time professional employees shall be made pursuant to KSA 72-2409 et. seq. and further exhibited in Appendix E.

32.2 If a nonprobationary full-time teaching professional employee is recommended for nonrenewal of contract or for contract renewal with reservations due to a reason other than reduction in force, he/she is not subject to nonrenewal until another evaluation has been conducted in the next semester.

32.21 During the intervening period, the nonprobationary full-time teaching professional employee and the Vice President For Academic Affairs or his designee shall pursue the Performance Improvement Plan as specified in the evaluation procedures outlined in this contract. See Appendix D.

33.0 REEMPLOYMENT

33.1 Every full-time professional employee shall be deemed to be reemployed for the succeeding year unless the Board gives notice to a professional employee on or before May 1 of that term during which the professional employee is employed.

33.2 The full-time professional employee who has been offered a new contract or who has not been given written notice of nonrenewal shall be presumed to have accepted a contract for continued employment unless he/she gives written notice to the contrary on or before May 15.

33.3 Board Action. Reappointment of those who are already full-time professional employees will be considered by the Board prior to May 1.

34.0 FULL-TIME TEACHER INDIVIDUAL CONTRACTS

Individual full-time teaching professional employee contracts shall contain the following information:

- A. Number of months for which contracted.
- B. Nonprobationary or probationary status.

- C. Major instructional assignment.
- D. Supplemental duties.
- E. A statement of the faculty member's responsibility to abide by the policies of the College.
- F. A statement indicating that the Master Contract is a part of each individual contract.
- G. An appointment as a department chair.

35.0 TERMINATION AND NONRENEWAL

35.1 Nonprobationary Full-Time Professional Employees. Nonprobationary full-time professional employee contracts may be terminated or not renewed for any just cause. Just cause shall include, but not be limited to the following:

- A. Reduction in force (See Sections 35.3 - 35.41).
- B. Immoral conduct as defined by law.
- C. Conviction of a felony.
- D. Incapacity or continuing illness or exhaustion of leave.
- E. Incompetence, inefficiency, neglect of duty, or other unprofessional conduct on campus or in connection with job-related responsibilities or failure to perform contracted duties.
- F. Failure to comply with reasonable requirements of the Administration or Board.
- G. Failure to cooperate with others when such failure interferes with overall learning atmosphere and professional effectiveness of the employees.

Nonrenewal or termination of contracts for nonprobationary full-time teaching professional employees shall comply with requirements of due process as set forth in KSA 72-2252, et. seq.

35.2 Reduction in Force - Reasons For:

Valid reasons for reduction in force among nonprobationary full-time teaching professional employees, as determined in the discretion of the Board of Trustees, shall be limited to the following:

- A. Insufficient funds over a two-semester period of time.
- B. Substantial and prolonged decrease in student enrollment.
- C. Elimination of unneeded programs or courses.

35.3 Reduction-in-Force Procedures.

35.31 Upon a decision of the Board of Trustees that reduction in force is necessary, the person(s) selected for reduction in force shall be selected according to the following:

- A. Reduction in force shall be restricted to the academic discipline or other appropriate curricular division in which a need for reduction has been justifiably determined by the Board.
 - 1. Reduction in force shall follow this sequence provided all professional employees involved are qualified for the particular curriculum area:
 - 2. If two or more full-time teaching professional employees of the same status, i.e., non-probationary full-time, probationary full-time, are considered for reduction, the reduction shall be based on existing evaluations.
 - 3. If two or more full-time teaching professional employees of the same probationary status are considered for reduction and they have existing evaluations of equal merit, then the reduction shall be based on contributions made to the College. These contributions are considered endeavors that further the general climate, civility, and overall functionality (e.g., course/student enrollment, credentials beyond assigned instructional duties, etc.) of the College.
 - 4. A probationary full-time teaching professional employee with evaluations of lesser performance will be considered for reduction before a non-probationary full-time teaching professional employee with evaluations of higher performance.

5. A non-probationary full-time teaching professional employee with evaluations of lesser performance will be considered for reduction before a probationary full-time teaching professional employee with evaluations of higher performance.
6. If requested by the non-probationary full-time teaching professional employee, the Professional Practices Committee shall meet and make a recommendation for any reduction in force situations that involve non-probationary full-time teaching professional employees, as outlined in 35.6.
7. Pending approval of the Vice President of Academic Affairs, the College shall provide tuition for up to six graduate credit hours, or six undergraduate hours (as required for credentialing in technical programs only), to assist any non-probationary full-time teaching professional employee to meet HLC credentialing qualifications to fill an instructional vacancy, provided that administrative evaluation and judgment determine that such course of study would be the determining factor in the employment of the non-probationary full-time teaching professional employee.

35.4 Rights and Benefits of Nonprobationary Full-Time Teaching Professional Employees Due to Reduction in Force.

- 35.41 Once a person has been notified that he/she is not being renewed due to reduction in force, he/she has the following rights and benefits:
- A. When a nonprobationary full-time faculty member is nonrenewed due to reduction in force, he/she will be given priority consideration for employment to vacancies for which he/she is qualified that may occur before or for the next two academic years subsequent to such nonrenewal. Qualifications for such employment shall be determined by administrative evaluation and judgment, the same as any other applicant.
 - B. The College shall provide tuition for up to six credit hours, or its equivalent, for retraining programs to assist any nonprobationary full-time teaching professional employee to meet the necessary qualifications to fill a vacancy, provided that, administrative evaluation and judgment determine that such retraining would be the determining factor in the

employment of the nonprobationary full-time teaching professional employee.

- C. When reemployed, a nonprobationary full-time teaching professional employee nonrenewed due to a reduction in force shall suffer no loss of benefits. He/she shall retain all benefits accrued prior to the date of nonrenewal but shall not accrue additional benefits while not employed. Benefits shall include nonprobationary status, sick leave, and retirement benefits as permitted by KPERS. Upon return to employment, he/she shall be given a salary equivalent to their previous salary plus the percentage increase negotiated during the two academic years he/she was not employed.

35.5 Due Process. Professional employees who have acquired nonprobationary status shall be entitled to Due Process procedures as set forth in KSA 72-2252 et. seq.

35.6 Professional Practices Committee. There shall be a Professional Practices Committee as a standing committee of the Association consisting of three faculty members appointed by the Faculty Association.

35.61 Committee Responsibilities. The Professional Practices Committee shall meet for the following purpose: to review upon request of nonprobationary full-time teaching professional employee, a determination for nonrenewal or termination as made by the administration and to hear both sides of the issue.

35.62 After hearing the evidence, the Professional Practices Committee shall submit the proceedings of the briefing and recommendations in writing to the President.

35.63 The proceedings of the briefing and the recommendations shall be made available to the Board of Trustees as a part of their deliberations regarding the nonrenewal or termination of the nonprobationary, full-time teaching professional employee involved.

35.64 The Board shall consider any such recommendations in making its determination.

35.7 Nonrenewal of probationary professional employees. Any contract with any probationary professional employee may or may not be renewed as the Board shall determine without further liability to either party. The reasons for the nonrenewal shall be left to the discretion of the Board and shall not be

subject to challenge, except that its decision shall not be based on legally impermissible grounds. In the event of nonrenewal, the Board, or its authorized representative, shall so notify the probationary employee in writing on or before May 1. A professional employee on probationary status shall have no seniority rights but shall be entitled during employment to the same economic benefits that are provided for other professional employees unless otherwise set forth.

35.71 Termination of probationary professional employees. Written notice of intention to terminate a probationary full-time professional employee shall be given to the professional employee and shall include a statement of the reasons for the proposed termination and advise the employee that he or she may have a hearing before the Board upon written notice filed with the Clerk of the Board of Trustees within ten (10) days from the date of receipt of the notice. The reasons for termination in the notice shall be stated with reasonable specificity. The Board shall hold such a hearing within ten (10) days after the filing of the professional employee request. The hearing shall be held in executive session, and at such hearing, the professional employee shall be afforded an opportunity to respond to the reasons stated in the notice. Either party shall have the right to have counsel present and to participate in the proceedings. Both parties may call witnesses to testify, present documentary evidence and cross-examine opposing witnesses. The hearing shall be held in a fair and orderly fashion, but the judicial rules of evidence shall not apply. Within ten (10) days after the hearing, the Board shall reconsider its reason or reasons for termination and shall make a final decision as to the matter. The written decision of the Board, including a written statement of the findings of the Board, shall be furnished to the professional employee within ten (10) days after the date of the decision.

35.81 Termination and Nonrenewal Procedure When Required. Termination and nonrenewal of a professional employee's contract shall comply with the procedural requirements of due process as set forth in, but only when required by KSA 72-2252, et. seq.

36.0 SALARIES, PAYROLL, AND BENEFITS

36.1 Base salaries for professional employees for the 2018-2019 school year shall be as set forth in this Agreement. Any increases may be in the form of a fixed amount or in the form of a percentage increase or in a combination thereof. Any increases shall be the same for all professional employees.

- 36.12 Raises based on additional education shall be paid according to the Salary Schedule (Appendix A). The President is authorized to adjust the individual professional employee's position in the salary system only during the first half of the first full month of the academic year. Such adjustment must be on the basis of advanced study completed and certified during the above period by presentation of official transcript or other evidence if there is unavoidable delay in obtaining the transcript.
- 36.13 All additional hours past the Master's degree must be in the professional employee's teaching field or a planned program toward a higher degree.
- 36.14 All progression in the salary system is contingent upon satisfactory service.
- 36.15 A full-time teaching professional employee who has agreed to teach an independent study course shall be paid according to Appendix H at the one (1) paying student level. Independent study classes shall have a single student and meet according to the needs of the student and instructor and in compliance with College and State of Kansas requirements.
- 36.16 The Board of Trustees shall pay a one-time award of \$1,000 to full-time teaching professional employees who obtain the Ph. D., Ed. D. or any other earned doctorate while employed by Cloud County Community College.
- 36.2 Hiring New Professional Employees. All new instructors shall be hired at a salary according to the Salary Schedule (Appendix A). If the college is not capable of attracting quality people for hard-to-hire instructor positions according to the Salary Schedule, the college will notify the Faculty Association of the salary range that is needed for this position and may make an offer within that salary range. For the 2018-2019 school year, the Master's base salary will be \$36,306.
- 36.23 Newly hired full-time professional employees shall receive all appropriate fringe benefits.
- 36.26 Credit for previous teaching and work related experience shall be evaluated according to the following formula: one year of credit for one year of college teaching experience, one year of credit for one year of high school teaching experience for the first 2 years and then one year of credit for two years of high school teaching after 2 years,

and two years of credit for 3 years of related work experience. Total credit shall be calculated by adding secondary, college, and related work credits including all fractions. Fractional credits in total, if one-half or more, will be rounded to the next highest whole number. Fractional credits for less than one-half will be rounded to the next lower number.

36.3 Education Expenses. In order to encourage further professional development of full-time professional employees, a stipend shall be paid for further college work. Such a stipend would be the equivalent of the tuition and fee costs to attend a Kansas Regent institution or actual cost whichever is less. All course work and the amount of the stipend must have the prior approval of the Vice President for Academic Affairs, and the stipend shall be paid upon certification of successful completion of the course work. Such a stipend would not invalidate salary increases or movement to MA + 15, etc. The employee shall be responsible for repayment of the stipend if he/she chooses not to return the year following the use of the stipend. This stipend shall not be paid to professional employees during the time that employee is on sabbatical leave or leave of absence.

36.4 Salary System Change.

36.41 Principles. Principles governing salary system for professional employees shall include:

- A. Provision of a salary for professional employees competitive with other community colleges.
- B. Encouragement of professional employees to improve teaching effectiveness.
- C. Reward of loyal service to decrease professional employee turnover.
- D. Use of criteria for determining professional employee salaries that include training and experience.

36.5 Supplementary Salary System.

- A. Supplemental Pay - Appendix B

36.6 Payrolls and Deductions.

36.61 Pay Periods. The professional employee salary shall be paid in 12 equal installments with the pay period falling on the fifteenth day of the month or the closest working day thereto.

36.62 Summer Checks. For those professional employees away during the summer, the paycheck shall be forwarded to the individual, provided self-addressed envelopes are left with the Human Resources Office.

36.63 Required Deductions. Deductions from the paycheck include Social Security, Federal Income Tax, State Income Tax and Kansas Public Employees Retirement System.

36.64 Optional Deductions. The professional employee member may authorize, in writing, the Human Resources Office to make other payroll deductions, including health insurance, Foundation, group cancer insurance, tax sheltered annuity, professional dues, and KNEA insurance premiums, at any time. Once started, deductions shall not be stopped nor changed during the remaining months of the contract and deductions shall be equal for the remaining months of the contract. Authorizations made for the deduction of professional association dues shall remain in effect continuously unless specifically revoked or modified, in writing, by the professional association or employee. Further, the amount of a professional dues deduction can be increased by up to \$25 per year without a new, written authorization by the employee provided that all interested parties receive written notice of the increase.

36.641 Professional employees desiring payroll deductions other than usual deductions shall notify the Human Resources Office in writing. Once the approved deduction is authorized in writing that deduction shall be made equally among the remaining months of the contract.

36.642 Change Requests. If a professional employee wishes a change in payroll deductions, the request must come in the form of a written statement delivered to the business office.

36.7 Insurance.

36.71 Workers' Compensation. All employees of the College are covered by Workers' Compensation. Any injury covered under the Workers' Compensation Law is a legitimate basis for Workers' Compensation claim. It is of utmost importance that a report of injury be filed promptly with the administration. This report must be made in duplicate, one copy of which shall be sent to the business office for submission to the insurance company.

36.72 Health Insurance. The College agrees to make available group health insurance for all eligible employees and early retirees to include medical, dental, vision and prescription drug coverage. The medical coverage will be offered by the State of Kansas with a Blue Cross/Blue Shield plan or a comparable Blue Cross/Blue Shield plan.

36.722 Benefits Committee. That a standing committee be established consisting of two members of the faculty, two support staff, two members of administration, and two from the Board of Trustees. It shall be the function of this committee to act as a sounding board for anyone wishing to make changes not specifically addressed in the Master Contract concerning fringe benefits. It is understood that while this committee would not have any absolute authority over policy decisions, it would consider matters presented to it and give advice and suggestions to administration before major changes in fringe benefits are made in an effort to provide all groups within the College some input into these important matters.

36.73 Life Insurance. The College shall provide each full-time professional employee with a \$50,000 term life insurance policy.

36.8 Use of Fitness Center. The usage fee for the College Fitness Center will be waived for all full-time professional employees.

36.9 KPERS. Professional employees shall participate in the Kansas Public Employees Retirement System as required by state statute.

37.0 LEAVES OF ABSENCE

37.1 Physical Illness, Mental Illness, Disability, Pregnancy, Childbirth with Related Medical Complications. Full-time Non-Probationary Professional Employees.

37.11 Each nonprobationary full-time teaching professional employee shall accumulate 10 hours of sick leave per payroll to accumulate to 800 hours. To draw from sick leave professional employees must not be eligible for social security disability payments or KPERS disability payments. Current sick leave already accumulated by a professional employee shall remain intact.

37.112 Sick leave shall be granted to each professional employee in order to attend to the needs of ill family members to include: spouse, children, siblings, parents, in-laws, any legal dependent of the employee or any relative in the immediate household of the employee, grandparents, and grandchild. This section is subject to the restrictions in section 37.2.

37.113 Said professional employee when on leave of absence, except for personal illness or disability, shall maintain any prior leave days which may have accumulated but shall not accumulate additional days during the period.

37.114 All illness leaves shall be coordinated with the Family and Medical Leave Policy as adopted by the Board of Trustees (Policy C-11).

37.12 Full-Time Probationary Professional Employees.

37.121 Full-time probationary professional employees shall accumulate 5 hours of sick leave per payroll, which will accumulate up to a maximum of 180 hours. Current sick leave already accumulated by a professional employee shall remain intact.

37.122 Additional days may be granted at the discretion of the Board.

37.123 Such leave is available at the beginning of each school year.

37.124 When the leave is drawn upon for extended illness, full salary shall be paid for all accumulated leave-of-absence days.

- 37.14 A statement from a physician or other health care professional certifying illness may be required of all professional employees at the discretion of the President after five (5) working days.
- 37.15 Return to Duty. The professional employee should, as soon as possible, notify administration of the date planned for return to duty. A physician's statement indicating ability to perform assigned duties may be required at the discretion of the President.
- 37.17 Summer Session. Four (4) sick leave days are allowed each summer for summer session daytime, on-campus professional employees. After four days, because of the brevity of the summer sessions, other arrangements will need to be made, and the original professional employee shall have pay reduced according to the days in excess of four (4) that are missed. In some cases it may be possible to make arrangements so that the summer professional employee can meet the class requirements; in such case no reduction in salary shall be made.
- 37.18 Part-Time Teaching. In general the practice is to cancel the class if the professional employee who is in a part-time situation is unable to meet his/her class. Due to these practices, there is no provision for sick leave for professional employees teaching in a part-time situation. In the event that the class cannot be or is not made up by the professional employee, the professional employee is subject to reduction in pay.
- 37.19 Abuse of this privilege can be cause for dismissal.
- 37.2 Family Illness. In the event of critical illness of a member's immediate family and subject to the approval of the President, an employee may be granted leave without loss of pay not to exceed three days per occurrence or, in the case of full-time professional employees, a total of six days in the academic year.
- 37.21 This leave is discretionary and does not accrue. Immediate family shall be interpreted to mean the spouse, child, parents, siblings, in-laws, or legal dependent of the employee, any relative in the immediate household of the employee, grandparents, or grandchild.
- 37.25 Upon approval of the shared sick leave pool by the Board of Trustees and ratification by the CCCC Faculty Association, and then by February 1st, or the nearest working day thereafter, and by September 1st, or the nearest working date thereafter, each professional

employee may donate voluntarily up to three (3) days of sick leave each donation date to the shared sick leave pool by completing form SSLP - 1 (APPENDIX G), provided that, the donating professional employee holds a minimum of ten (10) days of sick leave. The maximum number of days that can be held collectively in the shared sick leave pool at any given time is one hundred fifty (150) working (contract) days.

37.252 A professional employee may also donate voluntarily up to two (2) days each donation date to the shared sick leave pool established for administrators and hourly support staff.

37.253 Professional employees who have exhausted their personal sick leave days and are not eligible for workers' compensation payments, social security disability payments, KPERS disability payments, or other disability insurance payments or assistance may apply to the Shared Sick Leave Pool Committee (SSLPC) as established in Section 37.255 below to utilize days from the shared sick leave pool for (1) personal illness or injury or (2) for the care for a spouse, child under 18, step child under the age of 18, parent, parent-in-law, or legal dependent who has suffered a serious personal illness or injury.

37.254 Personal injury or illness is defined to mean a serious illness, injury, or impairment (physical or mental) that will cause the professional employee to take leave without pay or terminate employment. Employees who wish to utilize the shared sick leave pool shall, upon request of the SSLPC and/or the College administration, provide written evidence from a recognized health care provider that the professional employee is unable to return to work because of his/her illness or injury.

37.255 The shared sick leave pool shall be administered by a committee of three (3) persons chosen by the Faculty Association from the membership of the bargaining unit as defined in Section 00.05 above. The SSLPC shall be responsible for making all awards of sick leave as per Section 37.254. All documents and correspondence of the SSLPC and all records of the SSLPC shall be filed in the Business Office and shall be open to the Board of

Trustees, the administration, and the CCCC Faculty Association; however, SSLPC records shall not be considered public records within the meaning of KSA 45-215 et seq.

37.256 After sick leave days are donated to a shared sick leave pool by Form SSLP-1 (APPENDIX G), the donating employee relinquishes all ownership and claims to those donated days. After an employee is no longer eligible for sick leave, any awarded but unused days must be returned to the shared sick leave pool. The use of the awarded days will be coordinated with the FMLA policy adopted by the College.

37.3 Bereavement. Absences, not to exceed five (5) days per occurrence, due to death in the immediate family of a professional employee shall be granted without loss of pay.

37.31 This rule is interpreted to include grandparent, father, father-in-law, mother, mother-in-law, child, brother, sister, husband, wife, grandchild, legal dependent or some member of the family living in the same household. In the case of full-time teaching professional employees, this also includes brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law living in the same household.

37.32 This leave is discretionary and does not accrue.

37.4 Absence for Personal or Business Reasons.

37.41 Personal Leave. When a teaching professional employee is absent because of personal reasons, a deduction in salary shall be made based on number of days absent multiplied by 1/168 of the instructor's salary.

37.42 A maximum of 16 hours per academic year are granted without loss of pay for certain personal emergencies. The leave must be approved by the appropriate Division Dean or the Vice President for Academic Affairs; this leave is discretionary and does not accrue. If an Inservice is missed, information must be obtained by an alternative means.

37.5 Required Court Appearance.

37.51 Salary. No deduction in salary shall be made for a professional employee to appear in court.

37.52 This privilege does not apply to personal business except where unusual circumstances warrant exception.

37.6 Educational Leaves.

37.61 Sabbatical Leave.

37.611 Sabbatical Definition. The professional employee may propose a sabbatical based upon graduate study, scholarly investigations, retraining, or other professional research experiences which are deemed appropriate by the Sabbatical Leave Review Committee. These undertakings should occur at accredited institutions of higher learning, research facilities, or professional organizations/corporations which are deemed appropriate by the Sabbatical Leave Review Committee for furthering the employee's professional growth, benefiting the College, and enhancing the learning of future students.

37.6111 The Applicant shall submit a letter to the President detailing the purpose and duration of the sabbatical. Those requesting a sabbatical during the fall semester shall submit said letter to the President no later than December 31 prior to the fall semester during which the sabbatical is desired. Those requesting a sabbatical during the spring semester shall submit said letter to the President no later than June 30 prior to the spring semester during which the sabbatical is desired. The President shall send the application to the Sabbatical Leave Review Committee. The Sabbatical Leave Review Committee shall give their recommendation to the President within two weeks of receiving the request. The

President shall recommend or reject the proposed sabbatical by the last day of the following month.

- 37.6112 One-year or one-semester sabbatical leaves may be granted after seven years of service to a full-time professional employee upon recommendation to the President from a committee comprised of two administrators appointed by the President and three faculty members appointed by the Faculty Association. The recipient shall receive one-half salary and full fringe benefits for a full year sabbatical or full salary and full fringe benefits for a semester sabbatical. The salary shall be that salary negotiated for the year in which the sabbatical is taken. Supplementals are not included. The year will be based on a 9, 10, 11, or 12-month contract, whichever was held during the year prior to the sabbatical.
- 37.612 Right of Appeal. Upon an unfavorable recommendation from the President, the professional employee shall have the right to appeal to the Board. The Board shall hear the applicant's appeal or approve the President's recommendation at the next Board meeting following the President's action.
- 37.613 Return to Duty. The applicant shall agree in writing to serve the College for at least two years immediately after completion of leave. If the recipient fails to fulfill this obligation, he/she shall reimburse the College for the full amount of the grant.
- 37.614 Upon return the faculty member shall receive the raise negotiated during the year of the sabbatical.
- 37.615 No more than two (2) full-time teaching professional employees may be on sabbatical during a semester. In the event that more than the allowed number apply for a sabbatical for any one year or semester, the Board of Trustees shall make the selection based on the order of

the receipt of the letters of application, the earliest one first, provided that all applications have received the recommendation of the President. Persons who have been granted a prior sabbatical leave shall be placed at the bottom of the list, regardless of the date of application.

37.62 Leaves of Absence (for Educational Purposes Other Than Sabbatical).

37.621 The Grant. Leaves of absence without pay for full-time professional employees shall be left to the discretion of the Board of Trustees upon recommendation of the President. Faculty given permission for approved leaves of absence would be entitled to reemployment after the end of said leave, subject to any intervening reduction in force. Upon return, the salary shall reflect the negotiated increase for the year of his/her return only.

37.622 Return to Duty. All full-time professional employees given a leave of absence are required to sign an agreement stipulating two years of service to Cloud County Community College after returning from said leave.

37.7 Attendance at Conferences.

37.71 When absent by administrative assignment, no deduction in salary shall be made.

37.72 The Vice President for Academic Affairs is authorized to approve attendance of professional employees at professional conferences and committee meetings when no expenses are incurred by the College to carry on the duties normally handled by the absent professional employee.

37.73 Leave for meetings dealing with the professional employee's teaching field shall be allowed up to four days per year, excluding the KNEA Conventions, with arrangements to be made with the Vice President for Academic Affairs.

37.74 The College shall provide \$500 per academic year per full-time teaching professional employee for professional development. Funds may be used for, but not limited to, costs related to conference,

seminar, workshop, and/or webinar attendance. At the end of the academic year, any unused funds will be placed in a professional development agency account. Unused funds may accumulate for five years. Requests for the use of professional development funds shall be made in writing to the appropriate Dean and the Vice President for Academic Affairs. Use of these funds is subject to approval by the appropriate Dean and the Vice President for Academic Affairs. Approval and reimbursement of expenditures shall be in accordance with College travel and reimbursement policy.

37.76 Professional employees shall not be reimbursed for travel during KNEA Convention days.

37.8 Military Leave.

37.81 According to Law. Professional employees shall be granted military leave in accordance with the provisions of the law.

37.82 Whenever possible, employees are urged to give advance notice that he/she will be taking a military leave of absence.

37.9 Jury Duty. An employee of the College who is called for jury duty may be granted a leave of absence for such time as it is necessary to complete his/her jury obligation.

37.91 Such leave of absence, when taken, shall be without loss of pay.

38.0 RETIREMENT

38.2 Early Retirement.

38.21 Early retirement is voluntary and at the discretion of an eligible employee.

38.22 Eligibility - A full-time professional employee is eligible for early retirement if the following criteria are satisfied by the time of the requested beginning date of early retirement:

- A. Is a current, full-time professional employee of the College;
- B. Is not less than 60 years of age and has had fifteen (15) or more years of continuous employment service with the College; and

C. Is eligible and has applied for KPERS retirement.

Grandfather Clause: Any current, eligible employee who has met all of criterion A above, all of criterion C above, and the section of criterion B above stating “has had fifteen (15) or more years of continuous employment service with the College” as of June 30, 2017, will be grandfathered under 2016-17 Master Contract.

38.23 Application - An eligible full-time professional employee shall submit a written application for early retirement to the Vice President for Academic Affairs on or before December 1st of the academic year at the end of which the professional employee wishes to take early retirement. The deadline of December 1st may be waived by the Board of Trustees. The written application for early retirement shall include:

- A. A statement of the applicant’s desire to take early retirement.
- B. The anticipated date of early retirement;
- C. The applicant’s birth date and age on the anticipated date of early retirement;
- D. Years of continuous employment at the College at the anticipated date of early retirement; and
- E. Current nine-month base salary.

38.24 Following final action on any application for early retirement, the Director of Human Resources shall notify the professional employee in writing within one month if the Board approved or disapproved the early retirement.

38.26 Persons approved for early retirement shall be provided single health insurance coverage as per section 36.72, not to exceed \$600 per month, until MEDICARE eligibility is reached unless such coverage is disallowed by the policies of the insurance carrier or a state or federal law or agency.

38.261 The early retiree shall be permitted to keep his/her spouse insured through the College health program at the early retiree’s expense until the early retiree reaches eligibility for Medicare, unless such coverage is disallowed by federal or state law, the regulations of a governmental agency or the policies of the insurance carrier.

38.262 It is the policy of Cloud County Community College to provide a tuition and comprehensive fee benefit for all retired full-time professional employees, including members of their immediate families, as defined in C12.

38.27 Terms and Conditions:

- A. Each application for early retirement shall be given full consideration. The Board of Trustees reserves the right to consider the financial status of the College, the instructional needs of the College, and other relevant matters when considering the application.
- B. A professional employee who takes early retirement shall have the responsibility to keep the school informed of his or her current mailing address and telephone number.
- C. Death of the retiree prior to the date of retirement nullifies the responsibility of the Board of Trustees.
- D. Coverage under the College group health care plan will no longer be made available upon the retired employee becoming covered or becoming eligible to be covered under a plan of another employer.
- E. If any provision of this early retirement plan is determined to be in violation of federal and state regulations, then that part of the plan shall terminate.

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70.0 GRIEVANCE POLICY

70.1 Purpose. The purpose of this policy is to secure at the lowest possible level equitable solutions to grievances which may arise affecting professional employees.

70.2 Definitions.

- A. Grievance: a written complaint by a professional employee or group of professional employees and/or the Association that there has been a violation, misinterpretation, or misapplication of the Master Contract.

- B. Grievant: a professional employee (as defined by the Master Contract) or group of professional employees and/or the Association filing a grievance.
- C. Day(s): school days that fall within the regular fall, spring, and summer semesters.
- D. Non-grievable: those decisions involving dismissal or nonrenewal of a professional employee's contract that are handled under due process; grievable complaints under this section; alleged violations of the due process procedures for dismissal or nonrenewal outlined in this contract.
- E. Association's representative: the President of the Association or a member of the Association's Grievance Committee.

70.3 Procedure. A grievance must be initiated within 120 days from the date on which the grievable act or condition allegedly occurred; or in the case of an ongoing grievable act, within 120 days of the last occurrence, otherwise, a grievant's right to pursue a grievance shall be waived.

- A. Level One:
 - 1. A grievant shall present a grievance on the form provided in Appendix F to the appropriate Vice President and an Association representative with the objective of resolving the matter.
 - 2. The Vice President shall reply in writing to the grievant and the Association representative within five (5) days after the initial presentation of the grievance.
 - a. If the grievant is not satisfied with the disposition of the grievance at Level One, then the grievant has ten (10) days from the date of the Level One response to file the grievance with both an Association representative and the President. If the grievant does not file the grievance with the President within ten (10) days from the date of the grievant's receipt of the Vice President's reply, then the grievance shall be deemed settled.
 - b. If the Vice President indicates in his/her response that the grievance is not under his/her authority, then the

grievant may continue to Level Two within ten (10) days of the date the grievant received the Vice President's response.

- c. If the Vice President fails to reply in writing within five (5) days, then the grievant has ten (10) days from the date that the Level One response should have been received to file the grievance with both an Association representative and the President.

B. Level Two:

1. If the grievant chooses to go to Level Two, he/she shall file the grievance (Appendix F) with the President and the Association's representative.
2. Within ten (10) days after receipt of the grievance, the President and/or his/her duly authorized representatives shall meet with the grievant and/or his/her representatives. At such meeting the grievant may present documents, evidence, and witnesses which support the grievant's position. If the President fails to conduct the meeting within ten (10) days, the grievant may file the grievance and supporting documents with the Board.
3. The President or his/her duly authorized representative shall render a decision in writing to the grievant and the Association representative within fifteen (15) days after hearing the grievance.
 - a. If the grievant is not satisfied with the disposition of the grievance at Level Two, then the grievant has ten (10) days from the date of the Level Two response to file the grievance with the Association representative and the Board of Trustees. If the grievant does not file the grievance with the Board within ten (10) days from the date of the grievant's receipt of the President's reply, then the grievance shall be deemed settled.
 - b. If the President fails to reply in writing within fifteen (15) days, then the grievant has ten (10) days from the date that the Level Two response should have been received to file the grievance with both an Association representative and the Board.

C. Level Three:

1. If the grievant chooses to go to Level Three, he/she shall file the grievance (Appendix F) with the Board of Trustees within ten (10) days after receipt of the decision made at Level Two. Accompanying the grievance shall be the documents presented to the President in support of the grievant and the written decision of the President.
2. Within thirty (30) days after receipt of the grievance and accompanying materials, the Board of Trustees shall hold a hearing on the grievance. At such hearing, the grievant shall present such arguments in support of his/her position as he/she deems appropriate. However, such hearing shall not be evidentiary in nature; and the decision of the Board shall be based upon the oral arguments of the parties, the grievance, documents presented to the President in support of the grievance at Level Two, and the written decision of the President. The decision of the Board shall be rendered in writing within twenty (20) days of the conclusion of the Board meeting scheduled for such hearing. The decision of the Board shall be the final step in the grievance procedure.
3. If the Board does not present a written decision within the time allocated after the Board grievance hearing, such failure to act shall be an admission that the grievance was justified and the grievant shall receive the relief sought.

70.4 Miscellaneous.

- A. No reprisals of any kind will be taken against any participant in the grievance procedure by reason of such participation.
- B. A grievant shall be entitled to have four representatives including legal counsel to assist in any manner and accompany him/her at Levels Two and Three. The Board and the Administration are entitled to four representatives including legal counsel at Levels Two and Three. If any employee is not represented by the Association, the Association shall have the right to be present and to state its views at Levels Two and Three of the grievance procedure.
- C. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

The time limits specified may, however, may be extended by mutual agreement in writing.

- D. When it is necessary for any College employee to attend a grievance meeting or hearing during the school day, they shall, upon notice to the President or immediate supervisor, be released without loss of pay.
- E. All communication, documents not previously existing but generated for the grievance process, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- F. Any settlement, withdrawal, or disposition of a complaint outside the formal grievance procedure shall not constitute a binding precedent in the settlement of similar complaints or grievances.
- G. Complaints of a non-grievable nature may be pursued through the complaint procedure (Policy C10).

70.5 Any employee who believes that his/her civil rights have been violated should be aware that the College has a number of administrative procedures available for seeking redress (see Board Policies C5 and C9). If an employee has exhausted the available college procedures other avenues of redress remain. Employees who believe that they have been (a) subjected to discriminatory action based upon race, color, national origin, sex, age, or disability in the employment process or (b) subject to a failure to provide adequate accommodation provisions due to a disability in the employment process by Cloud County Community College may file a complaint with one or more of the following agencies:

Kansas Commission on Civil Rights
Landon State Office Building, 8th Floor
900 Jackson, Suite 851 South
Topeka, KS 66612-1258

Equal Employment Opportunity
911 Walnut
10th Floor
Kansas City, MO 67106

Department of Health, Education, and Welfare
Disability Rights Section/Civil Rights Division
Office for Civil Rights
1022 North Executive Hills Blvd.
Kansas City, MO 64153

U.S. Department of Justice
P.O. Box 66738
Washington, DC 20035-6738

Any professional employee may also seek redress in district court in Cloud County, Kansas.

80.0 HOLIDAYS

80.1 Holidays. The following holidays are declared at Cloud County Community College. President's Day, Martin Luther King Day, Veterans' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (3 days, Wednesday, Thursday, and Friday), Christmas Day, New Year's Day and all working days between Christmas and New Year's Day. If any declared holiday falls on a Saturday or Sunday, the holiday will be observed on either the Friday preceding or the Monday following the holiday at the discretion of the President or his/her designee. During a declared holiday, the college will be closed.

81.00 – 89.00 BLANK

90.0 MISCELLANEOUS PROVISIONS

91.0 SUMMER SCHOOL (AND INTERTERM) PROFESSIONAL EMPLOYEES

91.1 Assignments: Summer session and interterm session teaching assignments shall be made available on the basis of student demand for a specific course and/or the overall instructional program of the College. Assignment priorities shall be made on the basis of the following sequential order:

- A. First Priority - Any full-time teaching professional employee in the department under which the course is normally taught in rotation.
- B. Second Priority - Other full-time teaching professional employees qualified to teach the course in rotation.
- C. Third Priority - Other persons qualified to teach the course as determined by the Vice President for Academic Affairs.

91.2 Professional employees teaching summer school (and/or interterm) shall receive their pay when they have turned in the grades for their students.

91.3 Summer school and interterm salaries for full-time professional employees shall be paid per the scale in Appendix H.

92.0 COPYRIGHTS, ETC.

92.1 The Board of Trustees recognizes that it has certain proprietary rights to material including publications and instructional materials and devices prepared by professional employees on College time and with the use of Cloud County Community College facilities and equipment. However, the Board also recognizes the importance of encouraging the professional development of professional employees and of sharing new developments with other educational institutions. The Board is aware that the publication of professional materials by professional employees serves to enhance the reputation of the College as well as the reputations of the professional employees. The Board requires that development of material by professional employees for the purpose of obtaining patents, distribution rights, monetary gain or copyrights, shall not infringe upon the responsibilities that the professional employee has for the position held with the College. Therefore, the College shall have no interest in such materials prepared by professional employees as long as the creation of said materials does not occur during contract hours and does not involve the use of any College resources. However, material prepared by a staff member and covered by this policy must be made available to the College without charge if creation of said materials occurred during contract hours and/or involved the use of any College resources.

93.0 EVALUATION AND ASSESSMENT

Evaluation and assessment performed by professional employees shall be done as part of their job responsibilities.

95.0 SECURING AND MAINTAINING PROFESSIONAL EMPLOYEES

95.1 When a position vacancy occurs, a detailed position description shall be developed, and consideration shall be given as to how a new person would fit into program plans, both subject to approval by the President.

95.2 Advertisement of the positions shall be made through appropriate venues.

95.3 A committee shall be developed to screen, interview, and recommend applicants. The committee membership shall consist of the following:

- A. One representative from Student Services appointed by the Vice President for Enrollment Management and Student Services.
- B. The Division Dean, or his/her designee, of the division involved shall chair the committee and appoint two representatives from the

department and/or division involved. The Department Chair of the department involved will also serve on the committee;

- C. Two professional employees from outside the division appointed by the Vice President for Academic Affairs based upon the recommendation of the Division Dean; and
- D. One other representative appointed by the Vice President for Academic Affairs if a representative from the campus to which the employee will be assigned is not a member of the committee.

The Vice President for Academic Affairs shall serve in an ex officio capacity on all committees.

95.4 Credentials and other information shall be considered prior to the initial interview.

95.5 Interview schedules and applicant evaluation forms shall be distributed to all participants before interview begins.

95.6 The results of the work of the screening committee shall be forwarded through the Vice President for Academic Affairs who shall make recommendation to the President who shall make recommendation to the Board.

95.7 Teaching Qualifications. Teaching qualifications for professional employees will meet expected Higher Learning Commission accreditation, specialized industry licensing, and credentialing guidelines.

95.71 Additional Training. The Board may require professional employees to pursue a course of study to reach the teaching qualifications as stated in 95.7.

95.72 If a professional employee is required to undertake additional study, he shall have a maximum of three years to meet the teaching qualifications.

96.0 BUDDY SYSTEM.

During the first semester of a new faculty member's tenure at Cloud County Community College, a "buddy" shall be assigned to him or her. The buddy is to be another professional employee already on staff who shall help the new faculty member in any way possible to adjust in his or her work at Cloud County. The buddy or buddies is/are to be assigned by the department chairperson, or the Dean of the division in which the faculty member teaches.

97.0 EMPLOYEE TUITION AND COMPREHENSIVE FEE BENEFIT PROGRAM

97.1 It is the policy of Cloud County Community College to provide a tuition and comprehensive fee benefit program for: (1) all full-time nonprobationary and probationary professional employees, including members of their immediate families, during their respective periods of employment at the College.

97.11 “Immediate family” is interpreted to mean spouse and all unmarried children and legal dependents under the age of 23.

97.12 “Period of employment” is interpreted to mean any time period for which the employee holds an employment contract and is entered into the current institutional payroll system.

97.2 The cost of tuition and comprehensive fee charges pertaining to the employee tuition and comprehensive fee benefit program shall be calculated on the basis of in-state charges for tuition and comprehensive fees as set by the Board of Trustees.

97.21 The tuition and comprehensive fee benefit program does not include the cost of books, supplies, course materials, and any special fees associated with a given course.

97.3 Persons receiving tuition and comprehensive fee benefits under this policy shall not receive other institutional tuition or comprehensive fee assistance to defray the costs covered by this tuition and comprehensive fee benefit. The tuition and comprehensive fee benefit shall not under any circumstances be construed to be a cash award to any person eligible for the benefit.

97.4 All full-time employees and their immediate family members, may utilize the tuition and comprehensive fee benefit program to satisfy all tuition and comprehensive fee charges incurred during any given semester, summer session, or interterm with the exceptions noted above.

97.6 If a professional employee, as defined in the Master Contract, should die during employment, the immediate family members shall be granted tuition waivers as per board Policy C12.

98.0 - 99.0 BLANK

100.0 PERSONNEL FILES, FACULTY

100.1 Faculty can examine their personnel files upon request.

- 100.2 No item which might be the basis of disciplinary action can be entered without notifying the affected faculty member in writing.
- 100.3 Disciplinary action cannot be taken based on items which have not been entered into the personnel file in a timely manner.
- 100.4 Faculty members would have the opportunity to place rebuttals to negative items in their personnel file.
- 100.5 Negative items shall be removed upon the written request of the professional employee after five (5) years. Both negative item and the request for removal shall be destroyed.
- 100.6 No item shall be removed from a personnel file without notifying the affected faculty member.

APPENDIX A

Salary Schedule for Faculty

								Terminal
Credited Years	BA	BA + 15	MS	MS + 15	MS + 30	MS + 45	MS + 60	Degree
	1	2	3	4	5	6	7	8
1	34,584	35,435	36,306	37,177	38,070	38,983	39,919	40,877
2	34,930	35,789	36,669	37,549	38,450	39,373	40,318	41,286
3	35,279	36,147	37,036	37,925	38,835	39,767	40,721	41,699
4	35,632	36,508	37,406	38,304	39,223	40,165	41,128	42,116
5	35,988	36,873	37,780	38,687	39,615	40,566	41,540	42,537
6	36,348	37,242	38,158	39,074	40,012	40,972	41,955	42,962
7	36,712	37,615	38,540	39,464	40,412	41,382	42,375	43,392
8	37,079	37,991	38,925	39,859	40,816	41,795	42,798	43,826
9	37,450	38,371	39,314	40,258	41,224	42,213	43,226	44,264
10		38,754	39,707	40,660	41,636	42,635	43,659	44,706
11		39,142	40,104	41,067	42,053	43,062	44,095	45,154
12		39,533	40,505	41,478	42,473	43,492	44,536	45,605
13			40,911	41,892	42,898	43,927	44,982	46,061
14			41,320	42,311	43,327	44,367	45,431	46,522
15			41,733	42,734	43,760	44,810	45,886	46,987
16				43,162	44,198	45,258	46,345	47,457
17				43,593	44,640	45,711	46,808	47,931
18				44,029	45,086	46,168	47,276	48,411
19					45,537	46,630	47,749	48,895
20					45,992	47,096	48,226	49,384
21					46,452	47,567	48,709	49,878
22						48,043	49,196	50,376
23						48,523	49,688	50,880
24						49,008	50,185	51,389
25							50,686	51,903
26							51,193	52,422
27							51,705	52,946
28								53,476
29								54,010
30								54,550

For the 2018-2019 school year, no increase will be made to base salary or to the amounts in any cell of the salary schedule. Instructors will be permitted to advance

vertically on the salary schedule, if a vertical step is available. No additional rows will be added to the schedule. Those who have earned the credits required for a horizontal step on the salary schedule will be permitted to make such a step if they provide evidence of completing the required credits to the college by September 1, 2018.

After 8/1/2017 all newly hired faculty will have to be employed for 1 contract to qualify for a raise.

Appendix A-2

Independent Faculty Review

1. FORMING OF THE APPENDIX A-2 REVIEW COMMITTEE
 - 1.1. A committee of three individuals will be formed under the guidance of the Dean of Sciences and Mathematics and the Dean of Humanities, Social Sciences, and Business.
 - 1.2. The committee will be comprised of the following:
 - 1.2.1. Three Full-Time Faculty representatives from at least two separate departments.
 - 1.2.2. Faculty members mentioned in 1.2.1 must include at least one representative from each of the Concordia and Geary County campuses.
 - 1.3. Service on the committee shall be voluntary and unpaid.
 - 1.4. The committee will be formed by the end of the Spring semester before the committee's term of service.
 - 1.5. Confidentiality of applicants and review materials will be maintained by the Office of Human Resources as per college personnel policies and that these materials will be accessible to the current review committee members.
2. REVIEW PROCEDURES
 - 2.1. Faculty members are eligible to participate in the Independent Faculty Review Process when they are moved from probationary to non-probationary status as defined by the Master Contract section 31.91.
 - 2.2. Faculty portfolios from eligible candidates will be submitted on or before May 1 of the calendar year.
 - 2.3. Members of the Review Committee will meet to discuss decisions by July 1 of the calendar year.
 - 2.4. Decisions will be forwarded to the Deans, who will make recommendations to the Vice President for Academic Affairs.
 - 2.5. Candidates will be notified in writing of the Review Committee's decision by July 15 of the academic year. In the event that a candidate is not approved, the Vice President for Academic Affairs, in consultation with current committee members and the Deans, will provide a written explanation of the decision as well as ways the candidate may improve an application in the future.
 - 2.6. The Vice President for Academic Affairs will inform the Office of Human Resources.
 - 2.7. After the first faculty contract day of the academic year and before the first

payroll date of the Fall semester (September), or after the conclusion of negotiations, Human Resources will re-calculate full-time professional employee salaries based on Master Contract negotiations and Part B salary approvals.

3. Part B compensation shall be allocated to qualifying faculty members at 1.75% of the negotiated Master's base per faculty member. Once Part B compensation has been awarded to qualified faculty members, the allocated dollar amount will stand as a permanent addition to the qualified faculty member's salary.

4. APPEAL PROCEDURES

- 4.1. Candidates who are not approved by the review committee have a right to appeal the decision.
- 4.2. If a successful appeal procedure results in a faculty member's missing one or more pay dates of the Fall semester as defined by Appendix A-2.8, the faculty member shall be awarded back pay as a lump-sum payment at the earliest opportunity.
- 4.3. Step One: Within 16 working days following the Review Committee's decision, the Applicant shall provide a written summary of the complaint. This summary, along with the original portfolio, shall be submitted to the Dean of Sciences and Mathematics and the Dean of Humanities, Social Sciences, and Business, and the Vice President for Academic Affairs. The group will submit their written decision to the Applicant and the Review Committee within seven working days of receiving the appeal.
- 4.4. Step Two: If the resolution found in Step One is not satisfactory to the Applicant, he or she may appeal the decision to the President within 5 working days of the completion of Step One. The Applicant will submit the original portfolio, the written decision from the Review Committee, the summary letter provided for Step One, and the written decision from Steps One to the President no later than five working days of the completion of Step One. The President shall provide a written decision to the VPAA, the Deans, the Applicant, and the Review Committee no later than five working days following the receipt of the materials provided by the Applicant for Step Two.
- 4.5. Step Three: If the resolution found in Step Two is not satisfactory to the Applicant, he or she may appeal the decision to the Board of Trustees at the nearest regular board meeting following the completion of Step Two. The Applicant will submit the original portfolio, the written decision from the Review Committee, the summary letter provided for Step One, and the written decisions from Steps One and Two. A written decision will be submitted to the President, the VPAA, the Deans, the Review Committee and the Applicant.

APPENDIX B

SUPPLEMENTAL PAY

Supplemental salaries, if paid, shall be paid according to the following schedule. Percentages shown below are percentages of the Master's Base salary located in Section 36.2.

Position	Percentages
Choir	19
Pep Band	19
Yearbook	15
Drama - Major Production*	7
Drama - Minor Production*	3.5
Department Chairs	See Below

*The determination of what is a major or a minor production and the number of productions will be made by the Vice President for Academic Affairs.

Department Chair Pay Scale

1	2		
FT Faculty	PT Faculty	% of Base Pay	Release time
1 to 4	0 to 29	12%	
	30 to 44	14%	
	45 to 59	16%	3 cr. Release time/Academic Year
	60 +	18%	3 cr. Release time/Semester
5 +	0 to 29	14%	
	30 to 44	16%	
	45 to 59	18%	3 cr. Release time/Academic Year
	60 +	20%	3 cr. Release time/Semester

APPENDIX C

VERIFICATION OF THE RATIFICATION OF THE VOTE

STATE OF KANSAS)

)

COUNTY OF CLOUD)

I _____, of lawful age, being first duly sworn, on oath deposes and states that I am the president of the Faculty Association of Cloud County Community College. I hereby verify that a good faith attempt has been made to contact each person named on the attached list of professional bargaining unit employees in order that each such professional employee has the opportunity to vote on the question of ratification of the proposed negotiated agreement. I further verify that a majority of the professional employees in the bargaining unit have participated in the ratification vote and that a majority of those bargaining unit employees voting have voted to ratify the proposed agreement.

President

SUBSCRIBED AND SWORN to before me, a notary public, on this _____ day of _____, 2014.

Notary

My appointment expires:

(Seal)

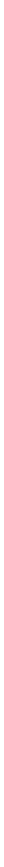
APPENDIX D

Performance Improvement Plan

Employee Name:	Job Title:
Department:	Date:

Performance in need of improvement goals

Action Plan



Targeted Date for Improvement:

Dates to review progress by the employee and supervisor:

Employee has read and understands this performance improvement plan. ..

Employee Signature:	Date:
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cc: Personnel File

APPENDIX E

EVALUATION OF PROFESSIONAL EMPLOYEES

- I. The purpose of evaluation shall be to provide a systematic method for coaching professional employees (hereinafter referred to as “employees”) in their jobs and to improve the educational program of this college. The intent of the evaluation procedures shall be:
 - A. To promote job understanding;
 - B. To provide a means for improving the performance of employees;
 - C. To provide a means for evaluating the instructional process;
 - D. To provide a means for promoting professional growth of employees; and
 - E. To provide one of the bases for determination of continued employment.
 - F. To provide an opportunity for communication of expectations.
- II. This process is based on the premise that only qualified, competent employees are initially employed; thus, the task of employee evaluation is directed toward the improvement of the educational system and improvement of instruction.
- III. This process is intended for all full-time professional employees who are under contract for services to the College for a term of not less than nine months and whose services to the College are considered their principal employment.
- IV. The evaluation process shall be administered by the Vice President for Academic Affairs and/or his/her designees who, through consultations with the professional employees, is authorized and directed to develop and update as needed the evaluation forms and procedures necessary for implementation of the evaluation process. This process has been developed by the Board of Trustees in cooperation with the President and other members of the administrative staff and the employees and to the extent practicable, consideration has been given to comments and suggestions from other community interests.
- V. General Provisions:
 - A. Evaluations of instruction shall be completed by College personnel.
 - B. Every employee in the first two consecutive school years of employment shall be evaluated at least one time per semester except that any employee who is not employed for the entire semester shall not be required to be evaluated.
 - C. Every employee during the third and fourth years of employment shall be evaluated at least one time each school year.
 - D. After the fourth year of employment, every employee shall be evaluated at least once in every three years assuming the employee is not on a Performance Improvement Plan.
 - E. The schedule of these evaluations will be prepared and maintained by the proper administrator so that each employee will know the year in which he/she is to be evaluated. Evaluation of WC instruction shall occur at the

sending site and shall not be accomplished through electronic monitoring or recording unless both parties are aware of such methods prior to classroom evaluations and the recording does not infringe on the FERPA rights of students.

- F. Additional evaluations may be conducted as deemed necessary by the official administering this evaluation process provided that the employee shall be notified in writing by the evaluating official of intent to evaluate off-schedule and the reasons for such evaluation.
 - G. All evaluations are to be made in writing, and the evaluation documents and responses thereto are to be maintained in a personnel file for each employee for a period of not less than three (3) years from the date each evaluation is made.
- VI. The evaluation process shall consist of the following:
- A. Preparation and completion of required documents by the evaluation official;
 - B. A discussion of the contents of the required documents between the evaluating official and the employee;
 - C. Completion by the employee of the required or permitted documents;

In order that consideration is given to the employee's efficiency, personal qualities, professional deportment, ability, results and performances, including capacity to maintain control of students and other material matters. Professional employees, however, teaching WC courses shall not be responsible for maintaining discipline at the remote sites.

APPENDIX F

**GRIEVANCE FORM
CLOUD COUNTY COMMUNITY COLLEGE**

PROCEDURE (2) (3) <small>(circle one to indicate level of Grievance)</small>		Date Filed:
Name of Grievant:	Building:	Assignment:
A. Date cause of grievance occurred:		
B. Relevant contract provisions:		
C. Statement of grievant's claim (statement of facts upon which grievance is based – use additional pages if necessary):		
D. Relief desired:		
Signature:		Date:
Date Received:		
E. Disposition by the appropriate administrator (attach additional pages if necessary):		
Signature:		Date:

APPENDIX G

DONATION OF SICK LEAVE DAYS TO THE SHARED SICK LEAVE POOL
FORM SSLP-1

I, _____, do hereby voluntarily donate my sick leave days to the Shared Sick Leave Pools as follows:

_____ days to the Shared Sick Leave Pool established for professional employees as defined in Section 37.250 of the Master Contract.

_____ days to the Shared Sick Leave Pool established for hourly support staff and administrative employees.

I certify that the donations to both pools are irrevocable and that I voluntarily relinquish all ownership and claims to the donated days.

Signature for Professional Employee

Date

The SSLPC hereby acknowledges receipt of the donated sick leave days as indicated above.

Signature for the SSLPC

Date

APPENDIX H

OVERLOAD COMPENSATION

<u>Number of Paying Students</u>	<u>% Masters Base Salary</u>	<u>Salary Paid Per Credit Hour</u>
1	0.3125%	(Amount equal to % of Masters Base Salary)
2	0.6250	“
3	0.9375	“
4	1.2500	“
5	1.5625	“
6	1.8750	“
7	2.1875	“
8+	2.500	“

The Master's Base Salary will be as defined in Section 36.2.