

Board of Trustees
Counterproposal / Final Offer
August 9, 2013

The Board requests that the following be presented for ratification:

This Agreement shall be effective as of July 1, 2013 and shall continue in effect through June 30, 2014. As provided herein, the parties to this Agreement may discuss and negotiate items which arise during the life of this Agreement. Agreed upon amendments resulting from such negotiations shall take effect on the following July 1 of the year in which agreed amendments are negotiated or at such other times as may be mutually agreeable to the parties.

The following document contains the additions, amendments and corrections as agreed upon by the Hutchinson Community College and Area Vocational School Board of Trustees and the Hutchinson National Faculty Association to become effective July 1, 2013.

ASSOCIATION

BOARD OF TRUSTEES

President of Association

Chairman of Board of Trustees

College President

Clerk of the Board

Date approved: _____

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Article I Recognition

- A. The Board of Trustees hereby recognizes the Hutchinson National Faculty Association as the exclusive negotiating representative as defined in K.S.A. 72-5413 through 72-5425, for all full-time and adjunct professional employees presently employed by the board, including faculty, counselors, librarians, and department chairpersons. This shall exclude the president, all vice presidents, and administrative personnel. The term, "full-time faculty member" refers to full-time faculty employee(s), the term "adjunct faculty member" refers to adjunct faculty employee(s), and the term "professional employees" refers to all employees in the bargaining unit represented by the association. Nothing herein contained shall prohibit the negotiation, through the recognized bargaining unit--i.e., the Hutchinson National Faculty Association--of separate contracts with professional employees employed to teach or counsel in programs funded by federal or state grants.

- B. The board agrees not to negotiate with any full-time or adjunct faculty member individually or with any faculty organization other than the association for the duration of the agreement.

Article II Association and Professional Employees' Rights

- A. Pursuant to K.S.A. 72-5413 through 72-5425 of the State of Kansas, the board hereby agrees that every professional employee of the board shall have the right freely to organize, join and support the association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Kansas, the board undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce or harass any professional employee in the enjoyment of any right conferred by the Act nor shall the association exhibit similar tactics in obtaining his/her membership; that it will not discriminate against any professional employee covered by this agreement with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the association, his/her participation in any activities of the association or collective professional negotiations with the board, or his/her institution of any grievance, complaint or proceeding under this agreement.

- B. Nothing contained herein shall be construed to deny or restrict to any professional employee rights he/she may have under the General School Laws of the State of Kansas or other applicable laws and regulations. The rights granted to professional employees hereunder shall be deemed to be in addition to those provided elsewhere.

- C. The association and its representatives shall have the right to use the college facilities for meetings. No charge shall be made for the association's use of college facilities.

- D. Duly authorized representatives of the association shall be permitted to transact official association business on college property at all reasonable times.
- E. For educational and professional purposes the association shall have the right to use college facilities and equipment, when such facilities and equipment are not otherwise in use and shall pay for the supply cost.
- F. The association shall have the right to post notices of its activities and matters of association concern on bulletin boards and insert such notice in the college bulletin. The association may use the college mail service and faculty mail boxes for communications to professional employees covered in this agreement, including faculty-wide distribution. It is understood that the college shall not provide postage for any such communication.
- G. The board agrees to furnish to the association, upon request, all available information concerning the professional staffing and financial resources of the college, including but not limited to: annual financial reports and audits, register of professional personnel, tentative budgetary requirements and allocations, agendas and minutes of all board meetings including all attachments thereto, treasurer's reports, names and addresses and salary of all professional personnel in the bargaining unit, and such other information as will assist the association in developing intelligent, accurate, informed and constructive proposals.
- H. The association shall have representation on all institution-wide committees, e.g., Teaching and Learning, Regulatory Compliance and Due Process, Institutional Effectiveness, and Professional Training and Development. The association shall also have representation on the Curriculum Subcommittee and Administrative Council.
- I. No professional employee shall be reclassified without the approval of the association's executive committee.
- J. All policies and procedures adopted by the board and the association for membership, recruiting, selection, and treatment of all professional employees as covered by this contract shall meet regulations of affirmative action, civil rights, Title IX, P. L. 95-256 and section 504 of the Rehabilitation Act of 1973.
- K. The provisions of the agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, handicap, age, sex or marital status (widowed, divorced, married, single). The same application shall be made in the case of professional employees who are married to each other.
- L. Individual personnel files, including documents maintained by the college listed below, shall be open to the individual professional employee immediately upon request and to the

association only upon written request of the professional employee. No reproduction of such files will be permitted without prior written consent of the professional employee unless required by law or legitimate administration use, including but not limited to legal counsel, accrediting agencies, licensing boards/agencies and/or other federal or state regulatory boards.

- Application for employment and transcripts of academic record;
 - Medical records;
 - Copies of all evaluation reports and recommendations of Hutchinson Community College and Area Vocational School concerning the professional employee's competence;
 - Record of accumulated sick and personal leave.
- M. An association representative may place items on the written agenda of a board meeting by submitting such items to the president prior to the preparation of the written agenda for the board meeting, and such representative may appear at any meeting.
- N. This agreement shall supersede all previous board policies on those matters herein contained.
- O. No professional employee shall attend faculty or association meetings during his or her instructional hours. Subject to Article VI, Section D.

Article III Rights of the Board

The association recognizes that the board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the Hutchinson Community College and Area Vocational School to the full extent authorized by law.

Article IV Deductions for Professional Dues

- A. Professional employees may at any time sign and deliver to the board an assignment authorizing deduction of general professional membership dues and assessments of the association. Such authorization shall continue in effect until formally revoked in writing by the professional employee and copies thereof delivered to the association and the board.
- B. The deduction of Hutchinson National Faculty Association membership dues may be made monthly from regular check payments for eleven (11) months, beginning in October and ending in August, and the board agrees to cause to be remitted properly all monies so deducted to the association, accompanied by a list of professional employees for whom the deductions have been made.

To assist the college in making these monthly dues deductions, the association will provide to the college's Human Resources Office on or before October 1, a copy of the professional employee's signed monthly dues deduction authorization. The association will notify that Office in writing of any cancellation of the authorization within five calendar days of the association's receipt of any withdrawal or cancellation of the authorization. The college's deduction of the monthly dues

will cease beginning the month following notice of cancellation of the authorization or when the professional employee no longer receives a regular monthly paycheck, whichever first occurs.

Article V Conditions of Employment

A. Basic Load

1. Full-time Faculty

a. Teaching Faculty:

1. The load hour assignment for full-time faculty members shall normally be 30 load hours per year, but the load hour assignment in individual cases may range from 26 to 30 load hours per year. The following shall be equivalents for load hour determination for full-time faculty, including department chairpersons:

- | | | |
|----|-----------------|------|
| A. | General Lecture | 1.00 |
|----|-----------------|------|

General Lecture is considered to be a formal presentation of content material by the instructor in a traditional classroom or through a distance education delivery mode. General lecture implies continuous engagement and/or interactions between the instructor and students. In no case shall the total number of load hours assigned to a course be less than the credit hour assignment for that course.

- | | | |
|----|----------------------------|-----|
| B. | Laboratory/private lessons | .75 |
|----|----------------------------|-----|

Laboratory/private lessons is defined to be a setting in which students perform tasks as largely self-directed activity, and the instructor is present, monitors student activity, and provides individual instruction/assistance.

In courses in which no distinction is made to separate lecture and laboratory and where the instructor is continuously engaged and not simply passive or present for assistance if called upon and the instructor plans and supervises/directs student work, those hours in excess of the credit hour assignment for the course shall be considered laboratory hours for the purposes of equating load hours.

Once the maximum of 30 load hours is reached, no more hours may be added without the consent of the individual full-time faculty member involved. If an

overload for classes is assigned as per Article V, A. 1. a. (3) below, extra pay will be paid as provided in Article X, E. for the load hours in excess of the normal 30 load hour assignment.

2. Pay for individual projects and individual directed studies will not be considered part of the instructional load but will be compensated at the rate of \$60.00 per student credit hour. The number of student credit hours, the individual project, and the individual directed studies must be approved by the appropriate department chair and the vice president of academic affairs and be in compliance with State of Kansas guidelines.
3. Full-time faculty member class load assignments shall be first composed of day-time assignments, utilizing evening, off-campus, and/or distance education/online to fulfill the normal 30 load hour assignment if there are not sufficient day-time assignments to do so. Class loads for faculty who teach in the Business and Industry Institute Department may be composed of evening, off campus and/or distance education assignments at the discretion of the vice president of academic affairs.

Full-time faculty members shall not be required to teach an evening, off-campus, and/or distance education/on-line assignment without his or her consent when a part-time or adjunct faculty member is teaching the same or similar class in the day time.

Part-time faculty should not be employed in day classes where there are sufficient course demands to justify the employment of a full-time faculty member, except that the department chairperson, or his/her designee shall be consulted on such appointments on a one semester basis where appropriate full-time faculty members are not available.

4. Nothing in this article shall prevent full-time faculty members who are not in the Business and Industry Institute Department from volunteering for assignments in the Business and Industry Institute Department. In addition, no full-time faculty member may be assigned to Business and Industry Institute courses without his/her mutual agreement.
5. Class preparations should normally not exceed three preparations unless because of the size and nature of the department a larger number of preparations cannot be avoided.
6. These guidelines may be exceeded by a consensus among the individual full-time faculty member involved, the

appropriate vice president and/or the president, and the department chairperson.

7. "Full-time" teaching faculty members shall mean those instructors whose contracts are for a term which includes both semesters of the college year, any full-time faculty member whose contract includes only one semester of the college year but who is on an approved leave during the other semester of such year and any full-time faculty member on an approved leave during both semesters.

b. Librarians:

- (1) Should work no more than forty (40) hours per week over five consecutive day periods.
- (2) Should work no more than eight (8) consecutive hours in any one day.

c. Counselors:

- (1) Should serve the same number of days as teaching faculty.
- (2) Summer counseling will be compensated over and above the regular salary.
- (3) Should work no more than forty (40) hours per week.

2. Adjunct Faculty:

Individuals who may teach at least nine (9) load hours per semester may be offered an adjunct faculty member contract at the discretion of the vice president of academic affairs. Adjunct faculty member's contracts shall be for one semester.

Adjunct faculty members shall spend their proportionate amount of time on campus and in participation in all other college responsibilities. Adjunct faculty members shall maintain five office hours per week.

Sponsorship of college activities and attendance at college functions is voluntary except that adjunct faculty members are expected to attend department and general faculty meetings. Other college responsibilities may be assigned by the president or his/her designee.

B. Class Size:

1. Every effort should be made to maintain a class size conducive to proper learning. The instructor and department chairperson shall make recommendations to the appropriate vice president concerning class size for

individual classes and the appropriate vice president shall make the final determination regarding class size.

2. The number of students in any laboratory section should not exceed the number accommodated by fixed stations in the assigned room. If the number of students in a laboratory section exceeds the number accommodated by fixed stations in the assigned room, temporary stations will be made available to the extent physically possible for students until such time as students change schedules resulting in enough stations for each student.

C. Course Schedule:

Each full-time faculty member shall be given his/her teaching schedule for the fall term no later than July 1 and for the spring term no later than December 1, except for the full-time faculty members in the Business and Industry Institute Department, who will be given their teaching schedules as soon as possible upon the course being offered. Schedules shall be subject to modification after these dates in the case that classes have insufficient enrollment to be taught (see class size guidelines in Article V, Section B.1.).

D. Office Hours:

1. Full-time faculty members shall maintain at least five (5) posted office hours per week for consultations with students. Such hours shall be in addition to his/her scheduled classes. A normal working week is considered to be forty hours.

In those instances where a full-time faculty member teaches an evening or off campus class as part of the regular thirty load hour load assignment, such full-time faculty member may be absent from campus one-half day per week for each three credit hour course or equivalency taught in the evening or off campus during that semester, and still be considered to have met the expectation of a forty hour normal work week. This provision, however, does not exempt such full-time faculty member from general or departmental faculty meetings.

2. If no appointments are scheduled during a consultation period, the full-time faculty member should use the time for professional responsibilities.
3. A full-time faculty member shall not be excused to engage in remunerative activities during the school day except with consent of the president or his/her designee.

E. Student Advising:

E. Student Advising:

Professional employees who have completed the advising certification process, as detailed in the certification procedure

approved by administrative council on 07/21/2005, may be selected to advise students. To assist in student degree/certificate planning and transfer options, the advising certification process will include providing the participating professional employees with information and training on exceptions and substitutions to the curriculum guides published in the college catalog. To be eligible to be selected to advise students, the professional employee must be currently certified to do academic advising by the coordinator of advising services, but certification to do academic advising does not entitle a professional employee to be assigned advisees.

All professional employees who have been assigned the maximum teaching load may choose not to advise students. No advisor may be assigned more than 25 enrolled advisees without his or her consent. Advising loads will be determined by the appropriate vice president at the end of August for the fall semester and by the end of January for the spring semester. With the exception of department chairpersons and counselors, full-time faculty members and librarians will be limited to 50 advisees, unless the professional employee agrees to an additional advising load. If advisees are assigned, the professional employee shall receive credit of a fraction of a credit hour per semester toward his or her load assignment, as follows:

1-25 advisees	= 1.0
26-30 advisees	= 1.2
31-35 advisees	= 1.4
36-40 advisees	= 1.6
41-45 advisees	= 1.8
46-50 advisees	= 2.0

Each additional 5 advisees beyond 50 advisees = .2 credit hour

A professional employee who is certified to do academic advising may be selected to receive an advising load for an academic year by the vice president of academic affairs and the vice president of student services, or their designees, taking into account the following criteria:

1. The number of enrolled students within the department seeking a degree or certification or who request academic advising;
2. Approval by the vice president of academic affairs and the vice president of student services, or their designees, of the professional employee to advise students toward completion of the AA, or AS, or a particular AAS degree or technical certificate;
3. The professional employee's years of continuous, uninterrupted certification to do academic advising; and
4. The professional employee's average advising load per academic year for the three previous academic years.

The appropriate vice president or his/her designee, in consultation with the department chair(s), may reassign advisees to advisors to balance the advising load of advisors. Reassignment may also be based upon student request.

F. Sponsorship of Student Activities:

Sponsorship of all student clubs and organizations should be on a voluntary basis.

G. Attendance at College Functions:

1. A professional attitude should be maintained by professional employees toward all college sponsored functions and activities; however, professional employee attendance at all college sponsored functions and activities shall be strictly voluntary.
2. Working at athletic events shall not be considered part of the regular professional employee's assignment. Any such assignment shall be voluntary and shall be compensated over and above the regular salary.
3. Professional employees attending those functions for which academic attire is required shall have said attire, furnished by the college at no charge.

H. Academic Calendar:

The academic calendar shall be developed cooperatively by the president or designee, the board, and the association. It will appear in its final form as an appendix to this agreement at the time of the agreement's ratification. The academic calendar will be applicable to full-time faculty members except for full-time faculty members in the Business and Industry Institute Department. One hundred seventy days will be used to calculate the base salary for full-time faculty members in the Business and Industry Institute Department.

I. Board Provision for Assisting Instruction:

1. The board shall provide office space and equipment for each professional employee, including:
 - a. Separate desk with lockable drawer space and file cabinet;
 - b. Adequate space for coats and other personal articles;
 - c. Telephone service in each office area operative at all hours during which classes are in session;
 - d. Two or more chairs for visitors; and
 - e. Computer and network access in all on campus professional employee offices.
2. The board shall provide classroom space and supplies for each professional employee, including:
 - a. Adequate chalkboard/whiteboard space in every classroom;

- b. Free copies, exclusively for the professional employee's personal use, of all texts used in each course he/she is to teach;
- c. Adequate storage space for instructional materials and supplies;
- d. Adequate attendance books, paper, pencils, pens, and such other material required in teaching responsibilities; and
- e. Adequate conference space for advising and conferring with students, as available.

3. Secretarial Assistance:

- a. A secretary (35 hours per week) will be provided for every twenty full-time faculty members.
- b. Student help will be provided when possible. With approval of the secretary's supervisor, the association may have the assistance of any secretary when it does not interfere with the secretary's job assignments.

J. Professional Employee Parking:

- 1. The board shall provide adequate, lighted, off-street, paved parking facilities, properly maintained for professional employee use at no charge.
- 2. The board may require parking permits for each professional employee, but shall furnish same at no cost to all professional employees.

K. Safety:

Professional employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

L. Vacancies:

Any professional position vacancy, administrative or professional employee, shall be communicated on e-mail to professional employees. Such notice shall include a complete job description including duties, responsibilities and a statement of required qualifications. Exceptions on faculty circulation may be made for part-time faculty appointments so long as the position is posted on the bulletin board outside the Human Resources office, prior to filling the vacancy and publication elsewhere.

- 1. A search committee shall be selected to recommend candidates for appointment to vacancies in the following administrative positions: president, vice president, executive director, and director. The association shall appoint two representatives to serve on any search committee that is selected.
- 2. Whenever a vacancy shall occur in any instructional department, the chairperson of the department or his/her

designee shall serve on the search committee for the purpose of reviewing applications and credentials, interviewing candidates and making recommendations to the vice president of academic affairs and the president. In no case shall anyone be appointed to fill such vacancy who has not received a favorable recommendation from a majority of the search committee.

3. The vice president of academic affairs will seek and file all the applications for librarians. He/she will select for interview those who, in his/her judgment are best qualified for the position and present his/her final selection to the president who, upon satisfactory review, will recommend the candidate to the board of trustees for employment.
4. Whenever a vacancy shall occur in the counseling department and the related professional service departments, the vice president of student service, director, or coordinator in charge will seek and file applications. He/she will select for interview those who, in his/her judgment, are best qualified for the position and present his/her final selection to the president who, upon satisfactory review, will recommend the candidate to the board of trustees for employment.

M. Transfer:

1. Consultation with the individual professional employee involved shall precede transfer in assignment of schedule of hours or courses.
2. Under no circumstance should a professional employee be assigned to teach a subject in which he/she has no formal preparation.
3. Any professional employee who assumes administrative duties and subsequently returns to professional employee status shall resume all rights and privileges that he/she would have had if he/she had continued in the professional employee member status without interruption.

N. Academic Freedom:

1. Professional employees are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties. Access to facilities and funds for research shall be at the discretion of the department chairperson and appropriate vice president. Research for pecuniary return should be based upon an understanding with the president and the board of trustees of the institution.
2. Professional employees are entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations imposed on the professional

employee's academic freedom should be clearly stated prior to the time of the appointment. Any reservations of the professional employee, religious or otherwise, should be defined in writing prior to the time of the appointment.

3. Professional employees are members of a learned profession, and officials of an educational institution. When they write or speak as private individuals, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and educational officers, they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not institutional spokespeople.
4. Professional employees have a right to seek changes of college policies by appropriate means, but means deemed inappropriate include committing or inciting acts of physical violence against individuals, acts which interfere with academic freedom, acts of destruction of property, and other acts which interfere with the normal functioning of the institution.

0. Department Chairperson:

1. The following procedure is recommended for department chairperson selection:
 - a. Each full-time and adjunct-faculty member will be provided a nomination form from the office of the vice president of academic affairs listing each full-time faculty from the respective department and may include other appropriately qualified individuals with mutual agreement of the Executive Committee of The Association and the college president and vice president of academic affairs. If mutual agreement is not achieved, the college president and vice president of academic affairs reserve the right to include other appropriately qualified individuals. Each full-time and adjunct faculty member may nominate up to two individuals for department chairperson from the nomination form.
 - b. The nominations will be opened by the vice president of academic affairs in the presence of the president of the college and the president of the association. Selections will be made by the president of the college and the vice president of academic affairs, giving consideration to the majority vote of nominations made by the department's full-time faculty and adjunct faculty members. The selections will be announced by the president of the college and the vice president of academic affairs.
 - c. Prior to selection, the willingness of each nominee to serve as department chairperson will be confirmed.

- d. Full-time faculty and adjunct faculty members of more than one department may nominate candidates in the several departments in which courses are taught, and may be nominated as a candidate in each department taught; however, one may serve as chairperson of only one department.
 - e. Those persons who have resigned from the staff and those retiring from the staff at the conclusion of the school term in which the nomination is made, shall not participate in the nomination process.
- 2. The department chairperson shall be selected for a three-year term. At the conclusion of each three-year term, the procedure for selection of the department chairperson shall be reinstated. Chairpersons may serve for more than one term.
 - 3. Department chairpersons will be accorded release time of nine(9)load hours per semester. Department chairpersons who are temporarily overloaded because of unusual circumstances, may negotiate additional release time. For extended contract days worked beyond a department chairperson's contract (ten-month 190, contract days) (see Article V, Section O, subpart 5), the department chairperson will receive compensation equivalent to one day's pay, subject to prior written agreement between the vice president of academic affairs or the president of the college and the department chairperson. Department chairpersons who are requested to work additional time beyond their extended contracts to fulfill full-time faculty member role responsibilities shall be compensated at an additional twenty-five dollars (\$25.00) per hour, with a two hour minimum.
 - 4. Management training will be provided annually for named department chairpersons.
 - 5. Department chairpersons shall be expected to enter into a ten month contract with the board. Department chairpersons shall be expected to perform such additional duties as shall be designated by the president.

P. Orientation:

The association will work with the administration in providing orientation, e.g., Master Agreement, for all professional employees.

Q. Faculty Handbook:

The full-time faculty handbook and changes in the full-time faculty handbook shall be developed jointly by the administration and the association. Revisions may be implemented at any time during the duration of this agreement so long as such revisions are not in conflict with the Master Agreement.

R. Policies Not Covered by Handbook or Master Agreement:

Any policies and/or procedures affecting items in this agreement shall be resolved by mutual agreement among the board, president, or administrator designated by him/her, and the association. Such supplemental agreements shall be reduced to writing and appended to the Master Agreement. However, this agreement shall not be construed to cover normal routine procedures and activities of the institution.

S. Curriculum Committee:

1. A curriculum committee, fully representative of all instructional departments shall be appointed by the president of the college. Members of the president's council shall not serve on the curriculum committee, except the vice president of academic affairs and vice president of workforce development and outreach. Two professional employees shall be appointed by the faculty association to serve on the curriculum committee.
2. Any new programs or changes in the curriculum shall require the approval of the curriculum committee.

T. Meetings:

1. General Faculty Meetings:

- a. The president of the college or his/her designee shall be responsible for conducting all general faculty meetings.
- b. Minutes of the previous general faculty meeting and an agenda for the upcoming general faculty meeting will be circulated prior to the meeting on e-mail or by campus mail if full-time and adjunct faculty members do not have access to e-mail.

2. Department Meetings:

- a. A schedule for regular department meetings shall be determined by the chairperson of the department and the vice president of academic affairs.
- b. Other meetings may be called by the chairperson of the department or at the request of any department full-time faculty or adjunct faculty member.

3. Faculty Association Meetings:

A copy of the association meeting minutes shall be distributed to the board of trustees. The motions voted upon shall be a part of the minutes.

4. Board of Trustee Meetings:

A copy of the board meeting minutes shall be distributed to the association president.

U. Field Trips:

A field trip shall be defined as any educational activity which requires students and/or professional employees to leave the campus. This shall not include trips between campus locations (such as between the main campus and the south campus) or trips as a result of continuing arrangements with local businesses (such as work-study programs or internships). Field trips require prior approval by the appropriate vice president.

1. The college, upon request, shall supply transportation for all such trips. Professional employees shall not be required to use their own vehicles for such trips.
2. The college shall provide insurance as is required by law whenever the professional employee is required to travel on college business.

V. Number of Committee Assignments:

Full-time faculty members shall not serve on more than two committees and/or unpaid special assignments at one time unless they desire otherwise. Department chairpersons shall not serve on any committees other than those required by their duties as chairperson unless they desire otherwise.

W. Evaluation:

Evaluation of full-time faculty and adjunct faculty members shall be in accordance with the following procedures:

1. Student questionnaires shall be administered in the classroom by the department chairperson, vice president of academic affairs, or by his/her designee and approved by the faculty member being evaluated.
2. The final tabulated results of the questionnaires shall be returned to the faculty member within 30 days after the evaluation procedure, with any written comments to be distributed after final grades have been turned in for the semester.
3. Classroom visitation shall be a part of the evaluation process and shall be by the appropriate vice president or department chairperson at the option of the faculty member being evaluated. The instructor's choice of the vice president of academic affairs for classroom visitation shall not result in any adverse action against the faculty member being evaluated.
4. The department chairperson shall schedule a conference with 1st and 2nd year full-time and adjunct faculty members before the end of each (fall and spring) semester. If deficiencies are indicated, the faculty member being

evaluated and the vice president of academic affairs will outline instructional improvement strategies.

5. 1st and 2nd year full-time faculty and adjunct faculty members shall be evaluated at least one time every semester; 3rd and 4th year full-time faculty and adjunct faculty members shall be evaluated at least one time every year; and 5th year and above full-time faculty and adjunct faculty members shall be evaluated at least once every third year.
6. If a deficiency is determined by the evaluating department chairperson, the vice president of academic affairs will conduct a classroom evaluation within a reasonable time.

Article VI Benefits

A. Paid Leaves of Absence:

1. Sick Leave:

- a. Each new full-time faculty member, counselor, or librarian will be credited with a twenty school day sick leave allowance contingent on renewal of contract for the second year. Otherwise, ten days only will be paid sick leave. At the beginning of the fall semester of each school year, after the second year of service, each full-time faculty member, counselor, or librarian shall be credited with an additional ten day sick leave allowance. Such allowance is to be used for absences caused by illness or physical/mental disability of the full-time faculty member, counselor, or librarian. The unused portion of such allowance shall accumulate indefinitely; however, the limit of sick leave with pay shall be sixty (60) days per school year. In the case of an extended illness (more than 60 days) of a full-time faculty member, counselor, or librarian the president of the college, with the consent of the president of the Hutchinson National Faculty Association, may authorize the use by a full-time faculty member, counselor, or librarian of more than 60 days paid sick leave during a school year. In the event that a professional employee is requested to cover his/her colleague's classes he/she will be compensated proportionally at substitute pay. Sick leave days will be deducted commencing with the first day of absence.

Full-time faculty members, counselor, or librarian employed prior to this agreement shall retain sick leave already accrued. Full-time faculty members, counselor, or librarian on a ten month contract shall receive one additional day of sick leave, or a maximum of eleven days per year. Full-time faculty members, counselor, or librarian, on an eleven month

contract shall receive two additional days of sick leave or a maximum of twelve days per year.

A full-time faculty member, counselor, or librarian will be credited with one day sick leave for each three load hours taught, in addition to his/her regular load, during a summer session. Such allowance is to be used for absences caused by illness or physical/mental disability of the full-time faculty member, counselor, or librarian or his/her immediate family. The unused portion of such sick leave shall accumulate as set forth in this Article

If a full-time faculty member, counselor, or librarian exceeds his/her sick leave allowance, a deduction of 1/170 (if on a nine month's contract) of his/her annual salary per day will be made for excess leave.

- b. Each adjunct faculty member will be granted one (1) day sick leave for each three load hours taught. Leave will accumulate unless there is a full year's lapse in employment. Such allowance is to be used for absences caused by illness or physical/mental disability of the adjunct faculty member. The unused portion of such allowance shall accumulate indefinitely; however, the limit of sick leave with pay shall be thirty (30) days per semester, or in the case of extended illness the president of the college with the consent of the president of the Hutchinson National Faculty Association may authorize the use by adjunct faculty member of more than thirty (30) days paid sick leave during a school year. In the event that an adjunct faculty member is requested to cover his/her colleague's classes, he/she will be compensated proportionally at substitute pay. Sick leave days will be deducted commencing with the first day of absence.
- c. Childbirth and pregnancy related illnesses will be treated the same as any other temporary disability.
- d. If a professional employee is absent due to personal illness or disability for more than five (5) consecutive contract days, he/she shall provide written verification from his/her health care provider of the nature of the illness or disability, including any restriction as to the professional employee's return to work, to the Director of Human Resources.

2. Bereavement:

Upon the recommendation of the professional employee's supervising vice president, leave may be granted by the president for absences caused by the death of a member of the immediate family of the professional employee (as

defined in Article VI, Section 3) or the professional employee's spouse, to include the professional employee's child, parent, sister, brother, grandparent, and mother/father/sister/brother/grandparent/aunt/uncle/uncle-in law/niece/nephew/grandchild or the professional employee's colleague.

3. Family Illness:

In the case of serious illness of a professional employee's immediate family, leave with pay will be granted by the president or his/her designee. The amount of paid leave provided for a family illness shall be deducted from the professional employee's sick leave accrued under paragraph A.1.a or A.1.b., as applicable, in this article.

The "immediate family" is defined as spouse, parent or child, or other significant individuals of the professional employee or any other person who makes his/her home permanently in the household of the professional employee. In the case of extenuating circumstances of relationship to the professional employee, the president of the college may authorize the use by a professional employee of leave with pay under this article.

4. Personal Leave:

Each professional employee shall be granted three days personal leave with pay subject to the approval of the date or dates of personal leave by the president or his/her designee. Personal leave time may be taken in day, half-day, and/or hour(s) increments. Personal leave in excess of three days may be granted by the president or his/her designee on a daily basis, but shall be without pay.

5. Legal Leave:

Professional employees shall be excused from work for jury service or if he/she appears as a subpoenaed witness in court. Such professional employee shall be paid his/her regular salary in addition to the fee received for acting as a juror or witness.

6. Sabbatical Leave:

The board will grant sabbatical leave of absence for full-time faculty, counselors, and librarians in accordance with the following provisions:

- a. Full-time faculty members, counselors, and librarians shall be eligible for two semesters of sabbatical leave after five years of full-time continuous service at Hutchinson Community College and Area Vocational School. If the full-time faculty member, counselors, and librarians has previous part-time service at Hutchinson Community College and Area Vocational School, he/she may count a maximum of

ninety (90) load hours part-time teaching towards the five years' requirements. Thirty load hours of part-time teaching would be equivalent to one year of full-time service. The number of sabbatical leaves shall be limited to five (5) members of the full-time faculty, counselors, and librarians each year. Sabbatical leaves not used during any one year shall not accumulate the next year. Potential value to the institution and seniority in service shall be considered in the granting of such leaves.

- b. A sabbatical leave may be granted if recommended by the sabbatical committee for a full-time faculty member, counselors, and librarians to pursue an approved degree program or other appropriate study, to do research and publication, to pursue appropriate post-doctoral work, to travel in areas related to the full-time faculty member's, counselor's, or librarian's professional duties or to participate in approved work experience providing the other faculty in the department will carry his/her class load or a fully qualified substitute can be found. It shall be the responsibility of the appropriate vice president to find sabbatical replacements.
- c. A sabbatical leave shall not exceed two (2) consecutive semesters.
- d. The salary for a two-semester sabbatical leave will be one-half of the full-time faculty member's counselor's, or librarian's base contract salary. Should a full-time faculty member, counselor, or librarian elect to take only a single semester sabbatical leave his/her pay will be equal to one-half of the full-time faculty member's, counselor's, or librarian's base contract salary.

If a full-time faculty member, counselor, or librarian on leave qualifies for educational advancement pay pursuant to Article X.B.4., the semester he/she returns to employment in the bargaining unit, the contract will be adjusted as provided in Article X.B.4.

- e. Applications for sabbatical leave for the full academic year or for the fall semester of an academic year shall be submitted by the preceding January 15th and applications for leave for the spring semester of an academic year shall be submitted by the preceding May 1st. Applications shall be in writing and shall be submitted to a sabbatical screening committee composed of seven individuals: four full-time faculty members, counselors, or librarians elected by the association, the designee of the president, the vice president of academic affairs, and the vice president of workforce development and outreach. The committee shall elect a chairperson.

Within thirty (30) days after close of dates for receipt of an application for sabbatical leave, the sabbatical screening committee shall approve or disapprove the same. If the application is approved by the sabbatical screening committee, the same shall be submitted to the president of the college for presentation to the board of trustees. The board of trustees shall act upon requests for sabbatical leave at its meeting held immediately following approval of a request by the sabbatical screening committee and shall promptly notify the full-time faculty member, counselor, or librarian of approval or disapproval of his/her request. The full-time faculty member, counselor, or librarians shall have thirty (30) days after board approval to make a final commitment in writing to the president, appropriate vice president and department chairperson for sabbatical leave. If the full-time faculty member, counselor, or librarian fails to accept (or reject) sabbatical leave in writing to the proper administrators within such thirty day period, the sabbatical position shall become open to other full-time faculty, counselor, or librarian applications.

- f. Before any leave is granted under this section, the full-time faculty member, counselor, or librarian shall agree in writing that in the event he/she fails to return to service at the expiration of such leave and fulfillment of his her professional responsibility in the Hutchinson Community College and Area Vocational School for a period of at least one year thereafter, he/she shall refund all sums of money paid him/her by the board during said sabbatical leave.
- g. Partial sabbaticals are allowed and are defined as a condition in which a full-time faculty member, counselor, or librarian continues to fulfill his/her duties for some part of his/her regular assignment while the time released for the sabbatical is used to pursue sabbatical activities as specified in the Master Agreement.

A partial sabbatical shall be counted equivalent to the portion of the load for which the full-time faculty member, counselor, or librarian is released. If, for example, a full-time faculty member, counselor, or librarian is granted one-half released load for two semesters, he/she shall be considered to have received the equivalent of one semester's sabbatical leave. A full-time faculty member, counselor, or librarian on partial sabbatical shall be eligible for full salary until he/she has used the equivalent of a semester's leave.

- h. Full-time faculty members, counselors, and librarians shall be eligible for a second sabbatical leave after five years of full-time continuous service following the previous sabbatical leave.
- i. Salaries for sabbatical replacements shall be subject to mutual approval of the employee and the board except as otherwise provided in this agreement.

7. Extended Leave:

The board of trustees may authorize extended leave for any of the above causes in those cases where conditions warrant it.

8. Vacation Days or Holidays:

In no case shall leave be deducted for vacation days or holidays.

9. Retention of Benefits:

Any professional employee except adjunct faculty members on a paid leave of absence, including sabbatical, shall retain all accrued and continuing benefits, except as stated in Article VI, Section A. subsection 6. d., during the period of said leave.

B. Unpaid Leave of Absence

1. Military Leave:

A military leave of absence shall be granted to any professional employee in compliance with the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. 4301, *et seq.* and Kansas Statutes Annotated 48-517 (applicable to individuals in the Kansas National Guard, Kansas Air National Guard, Kansas State Guard, or other military force of the State of Kansas). Upon return from such leave, the professional employee will be re-employed in accordance with requirements of such applicable federal and state law, including the retention of re-employment rights.

2. Political Activities:

Political participation by a professional employee which requires partial or full time away from the job responsibilities will be negotiated between the professional employee, the president, and the board of trustees. No board policy, however, will impair the right of a professional employee's participation in political activity so long as the activity in no way interferes with his/her employment assignment.

3. Duration:

Except as to unpaid leave requirements mandated by federal or state law such as military leave or Family and Medical Leave Act leave, unpaid leave shall not exceed one semester or an equivalent number of contract days without approval of the Board of Trustees.

4. Substitute:

A professional employee may elect to take an unpaid leave of absence up to a maximum of one year, with approval of the board of trustees, providing an acceptable substitute may be found.

5. Benefits:

Any professional employee on leave of absence shall retain previously accrued sick leave, seniority or any other benefits. No additional benefits will accrue during the leave of absence.

6. Family and Medical Leave Act:

The board and the association agree to abide by the provisions of the Family and Medical Leave Act of 1993 (or as amended).

C. Admission to Courses and Waiver of Tuition Benefit:

Professional employees, members of their immediate families, and retired full-time faculty members will be granted a waiver of student fees for entrance to any courses for credit offered by the college, unless said course(s) is to apply toward educational advancement pay described in Article X, B. 4. They may, at the discretion of the appropriate administrator, audit any course offered by the college, at no expense, except payment of special course fees shall not be waived for credit or audit classes. Special course fees charged by the college may, however, be waived by the vice president of academic affairs to improve the professional development and learning opportunities as to professional employees who teach, or who are requested to or will be teaching, courses requiring specific technology and/or platform skills and knowledge offered by the course.

Each full-time faculty member, counselor, and librarian, his/her spouse, and his/her child(ren) age twenty-three (23) or younger will be granted tuition waivers on a maximum of twelve (12) credit hours per semester, including the summer session, for classes enrolled at Hutchinson Community College and Area Vocational School. In no case shall any individual eligible for tuition waiver under this section receive a waiver of more than twelve (12) credit hours in any one semester.

The tuition waiver is available to the child(ren) of retirees and deceased full-time faculty member, counselor,

and librarian who were employed for ten (10) years of continuous service. The child(ren) must have been eligible for this benefit at the time the full-time faculty member, counselor, and librarian retired or is deceased.

D. Professional Activities:

Released time shall be available for each professional employee to attend local, state, and national professional meetings and activities. Requests for approval of released time for such meetings and other professional activities shall be submitted as early as possible to the president or his/her designee. Any denial shall have a rationale attached to it.

E. Retirement Program:

1. A full-time faculty member, counselor, or librarian may retire from employment with the college at the end of the spring or fall semester. The spring semester shall be considered to begin January 1 and end June 30, and the fall semester shall be considered to begin July 1 and end December 31. A full-time faculty member, counselor, or librarian who elects to retire shall notify the president of the college in writing of his or her election to retire and not to renew his or her contract on or before May 10 for retirement effective at the end of the spring semester or on or before October 1 for retirement effective at the end of the fall semester. A full-time faculty member, counselor, or librarian who requests retirement commencing at the end of the fall semester shall be released from his her contract effective December 31.
2. A retired full-time faculty member, counselor, or librarian who subsequently was reemployed by the college as an adjunct faculty member as of the spring semester 2006 and remained so employed during the 2006-2007 academic year, may be employed on an adjunct basis at the adjunct faculty rate prescribed in this agreement.
3. A full-time faculty member, counselor, or librarian, who satisfies the normal retirement date requirement as defined in the Kansas Public Employee Retirement System Act and formally retires from the college, shall receive compensation for unused accumulated sick leave at \$35.00 per day of unused sick leave up to a maximum of sixty (60) days.

F. Early Retirement Program:

1. Full-time faculty members, counselors, and librarians may retire from employment with the college at the end of the spring or the fall semester in which he or she meets the eligibility requirements for early retirement described in F.2. below. Early retirement is strictly voluntary, and no full-time faculty member shall be required to take early retirement.

For the purpose of early retirement, the spring semester shall be considered to begin January 1 and end June 30, and the fall semester shall be considered to begin July 1 and end December 31.

A full-time faculty member, counselor, or librarian who requests early retirement commencing at the end of the fall semester shall be released from his or her contract effective December 31.

2. Full-time faculty members, counselors, and librarians must meet the following eligibility requirements for early retirement:

a. A full-time faculty member, counselor, or librarian must satisfy the normal retirement date requirement as defined in the Kansas Public Employee Retirement System Act at K.S.A. 74-4937 (1) being age 62 with the completion of ten years of credited service or having the total of the number of years of credited service and number of years of attained age equal to or more than 85 during the semester immediately before retirement is to commence;

b. A full-time faculty member, counselor, or librarian must have a minimum of 15 years of full-time and continuous service with the college as of the semester immediately before retirement is to commence; and

A full-time faculty member, counselor, or librarian desiring to take early retirement from the college must submit his or her request in writing on or before May 10 for early retirement effective at the end of the spring semester or on or before October 1 for early retirement effective at the end of the fall semester.

3. Full-time faculty members, counselors, or librarians must submit a written request for early retirement containing the following information:

a. A letter stating the full-time faculty member's, counselor's, or librarian's desire to take early retirement;

b. The anticipated date of early retirement which must be at the end of the semester in which the full-time faculty member is eligible for early retirement as described in F.2. above;

c. The full-time faculty member's, counselor's, or librarian's date of birth, mailing address, telephone number, and social security number;

d. The number of years of full-time and continuous employment by the college; and

- e. The full-time faculty member's, counselor's, or librarian's current primary annual salary.
4. The college shall provide the following early retirement benefits for eligible full-time faculty members, counselors, and librarians:
- a. The college shall pay an annual amount equal to 17% of the full-time faculty member's, counselor's, or librarian's primary contract for the year prior to retirement. The retirement benefit for the first year will be paid in monthly installments during the first year or in a lump sum payment at the beginning of that fiscal year. If the full-time faculty member, counselor, or librarian becomes eligible for full social security benefits during that first year, the monthly installment payments will cease at the end of the month in which said eligibility begins or the lump sum payment will be prorated to the end of the month in which said eligibility begins. After the first year following early retirement from the college and if the full-time faculty member, counselor, or librarian does not become eligible for full social security benefits during the first year, early retirement benefits shall be paid in monthly installments until the full-time faculty member, counselor, or librarian is eligible for full social security benefits or for thirty-eight (38) months, whichever first occurs. The full-time faculty member's, counselor's, or librarian's primary contract shall mean for a full-time faculty member, counselor, or librarian who requests early retirement commencing at the end of the fall semester 2013 that portion of the full-time faculty member's, counselor's, or librarian's salary for the year prior to retirement as described in Article X, B. 1., 2., and 3. (as applicable) in the parties' 2012-2013 Master Agreement and for a full-time faculty member who requests early retirement commencing at the end of the 2013-2014 academic year, the full-time faculty member's salary for the 2013-2014 school year as described in Article X, B. 1., 2., and 3. (as applicable) set forth herein.
 - b. The retired full-time faculty member, counselor, or librarian and his or her spouse, by giving written application to the secretary of the board within thirty (30) days following retirement, may participate at their expense in the college's health insurance program, if permitted by the college's health insurance carrier, until 1) the retired full-time faculty member and/or his or her spouse is eligible for full social security benefits, 2) the retired full-time faculty member, counselor, or librarian and/or his or her spouse fails to make required premium payments on a timely basis, or 3)

the retired full-time faculty member and/or his or her spouse becomes covered or becomes eligible to be covered by a plan of another employer. Premiums for health insurance shall be paid by the retired full-time faculty member, counselor, or librarian and his or her spouse as determined by the health insurance carrier.

5. The early retirement program and this paragraph F of Article VI shall automatically terminate and expire on June 30, 2014 except as to those eligible full-time faculty members, counselors, or librarians who have requested early retirement prior to June 30, 2014.

Article VII Grievance Procedure

A. Faculty:

A grievance is an allegation or complaint by a professional employee(s), hereinafter referred to as a "grievant", based upon an event which affects a condition of employment, discipline or discharge, and/or alleged violation, misrepresentation of any provision of this agreement or any existing rule, order or regulation of the board of trustees. In the event that the professional employee(s) becomes aware he/she has a basis for a grievance, he/she or they shall:

B. Procedure

Step 1. The grievant shall request an informal conference with the immediate supervisor, if applicable. The conference shall take place within five (5) days of the request. The immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) days of the informal conference.

Step 2. If the grievant is not satisfied with the disposition of the grievance, the grievant shall present a written grievance to the appropriate administrator within 5 days after receiving the disposition of the grievance with the immediate supervisor. In the event of an ongoing violation of the Master Agreement, a grievance may be filed within 10 days after the occurrence of the last event which gives rise to the violation of the Master Agreement. The appropriate administrator shall indicate his/her disposition of the grievance in writing within 10 days of receipt of written grievance.

Step 3. If, as a result of the response to the written grievance by the appropriate administrator, a valid grievance as determined by the grievant still exists, the grievant may continue the formal grievance procedure. Two copies of the grievance shall be filed by the grievant with the president of the college or a representative designated by him/her within ten (10) days after receiving the response from the appropriate administrator in step 2. A copy of the grievance shall be forwarded to the chairman of the board of trustees.

Within five (5) days from the date of filing, the president or his/her designee shall meet with the grievant and the president of the association in an effort to resolve the grievance. The president or his/her designee shall indicate his/her disposition of the grievance in writing within five (5) days of said meeting.

Step 4. If the grievant is not satisfied with the disposition of the grievance by the president or his/her designee, the grievant may, within five (5) days of receipt of the president's disposition, notify the president of the grievant's desire for mediation. Within five (5) days, the parties shall contact the Wichita, Kansas office of the Federal Mediation & Conciliation Service requesting a mediator subject to the Mediation Agreement attached hereto as appendix f.

Step 5. In the event the parties do not reach agreement concerning the grievance through mediation, the grievant may within five (5) days of the conclusion of mediation transmit the grievance to the board of trustees by filing a written copy thereof with the chairperson of the board. The board shall, within ten (10) days thereafter, of the date of filing the grievance, either allow the grievance or hold a hearing on the grievance. No later than ten (10) days thereafter, the board of trustees shall provide in writing to the association and to the grievant its decision on the grievance. The board's decision shall constitute completion of the grievance procedure. If no such decision is provided within ten (10) days, the grievance will be allowed.

C. Miscellaneous

1. No reprisals of any kind shall be taken against any professional employee for participating in any grievance.
2. All references to number of days in this procedure shall be determined to mean working school days for professional employees.
3. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent of the grievant and the president of the college or a representative designated by him/her. Failure by the college to reply to the grievance within the time limits specified in step 1 and/or step 2 automatically grants to the grievant the right to process the grievance to the next step. If the grievant fails to appeal from one step to the next step within the time limits specified, the grievance shall be considered settled on the basis of the last college response, and the grievance shall not be subject to further appeal.

4. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants.
5. A grievance may be withdrawn at any level.

Article VIII Professional Behavior

The board recognizes that the NEA Code of Ethics of the Education Profession is considered by the association and its membership to define acceptable criteria of professional behavior. The association shall deal with ethical problems in accordance with the terms of said Code of Ethics of the Education Profession. Alleged breaches of discipline or of the NEA Code of Ethics of the Education Profession shall be promptly reported to the offending professional employee and to the association. The association will use its best resources to correct breaches of professional behavior by any professional employee and, in appropriate cases, may institute proceedings against the professional employee with the administration and board for reprimand, probation, or discharge.

Article IX Contracts, Dismissal, Probation and Suspension

A. Contracts:

1. All contracts of employment of full-time faculty members, counselors, and librarians shall be deemed to continue for the next succeeding school year unless written notice of intention to nonrenew the contract is served by the college upon any full-time faculty member on or before the 10th day of April, or, written notice to the college shall be given by the full-time faculty member on or before the 10th day of May that he/she does not desire continuation of said contract. Contracts may be entered into for more than one year if agreed to by the association and board of trustees.
2. Contracts of employment of adjunct faculty members shall be for one semester only and unless the adjunct faculty member satisfies the requirements of K.S.A. 72-5445, the adjunct faculty's employment with the college shall terminate at the end of the semester without further notice.
3. Contracts may be terminated or changed at any time by mutual consent of both the professional employee and the college.
4. Contracts of full-time faculty members, counselors, and librarians who have completed not less than three consecutive years of employment at the college and have been offered a fourth contract by the board of trustees or have satisfied the employment requirements of K.S.A. 72-5445(B), have statutory due process rights and may be nonrenewed only in accordance with the Kansas Due Process Statute and in accordance with section C. of this Article IX. Contracts with full-time faculty members, counselors, and librarians who have not completed three consecutive years of employment at the college or have not satisfied

the employment requirements of K.S.A. 72-5445(B) may be nonrenewed without cause, except where the full-time faculty member alleges that nonrenewal is the result of his or her having exercised a constitutional right.

5. Contracts may be terminated prior to the expiration of the term thereof only in accordance with section B. of this Article IX.
6. Nothing herein contained, shall prevent the filing of a grievance in accordance with Article VII in the event of nonrenewal of a full-time faculty member, counselor, or librarian's contract, dismissal, suspension, or probation as provided in section D. or E. of this Article IX.
7. Copies of the annual contracts of employment appear in the appendix.

B. Dismissal:

A contract of employment may be terminated and a professional employee dismissed prior to the expiration of the term of his or her contract for "just cause." The exercise of a constitutional right shall under no circumstances constitute an element of "just cause." "Just cause" must be established and is determined on the basis of factors that relate to the performance of assigned duties and/or the effective operation of the system.

A professional employee may be terminated prior to the expiration of the term of his/her contract only in accordance with the following procedure:

1. Termination of the contract of a professional employee prior to expiration of the term of his/her contract shall be initiated by the president of the college as chairperson of the Professional Practices Committee, with board approval. The board's decision will be communicated to the professional employee in writing. The Professional Practices Committee shall consist of:
 - the president of the college,
 - the appropriate vice president,
 - the president of the local faculty association,
 - the department chairperson or immediate supervisor, and
 - a professional employee chosen by the affected professional employee.
2. The Professional Practices Committee shall promptly consider whether there is "just cause" for termination of a professional employee's contract. Within seven (7) days after the president initiates termination proceedings, the committee shall report its recommendations and findings with respect thereto to the chairperson of the board of trustees.

The board of trustees shall consider the recommendations and findings of the Professional Practices Committee in deciding whether there is "just cause" to consider the recommendation to terminate a professional employee's contract.

3. In the event that the board of trustees determines that there is "just cause" to consider the recommendation to terminate a professional employee's contract, the board shall give written notice to the individual professional employee of the board's intention to consider the recommendation to terminate his or her contract in accordance with the provisions of K.S.A. 72-5436, et seq., as amended, which provide for due process procedure and contract termination.

C. Nonrenewal:

A contract of employment of a full-time faculty member, counselor, or librarian who has completed not less than three consecutive years of employment at the college and has been offered a fourth contract by the board of trustees or has satisfied the employment requirements of K.S.A. 72-5445(B), has statutory due process rights and may be nonrenewed by the board of trustees for "just cause." The exercise of a constitutional right shall under no circumstances constitute an element of "just cause." "Just cause" must be established and is determined on the basis of factors that relate to the performance of assigned duties and/or the effective operation of the system.

Upon determining "just cause" for nonrenewal of a contract of a full-time faculty member, counselor, or librarian, the president of the college shall give written notice to the full-time faculty member, counselor, or librarian of the intention to nonrenew his/her contract. Such notice shall include: (1) a statement of the reason(s) for the proposed nonrenewal, and (2) a statement that the individual full-time faculty member, counselor, or librarian may have the matter heard by a hearing officer, upon written notice filed with the secretary of the board of trustees within fifteen (15) days from the date of such notice of nonrenewal that he or she desires to be heard. If a hearing is requested by the faculty member, such hearing shall be held in accordance with the provisions of K.S.A. 72-5436, et seq.

D. Suspension:

1. A full-time professional employee may be suspended from regular duties by the president of the college from such time as a statement of cause is delivered to the professional employee.
2. In the event that a professional employee is suspended, the professional employee shall not continue to perform his/her regular duties in the classroom but may be required to perform other academic duties as the president directs. The professional employee shall be entitled to receive his/her regular pay and all other benefits under his/her

contract of employment until such time as the board of trustees shall determine whether the professional employee shall be dismissed in accordance with the procedures outlined herein. If the board of trustees shall determine that the professional employee shall be dismissed, from and after such determination, the professional employee shall not be entitled to any pay except the total fraction of his/her contracted salary and other benefits fulfilled on a days taught basis.

E. Probation:

1. A full-time faculty member, counselor, or librarian may be placed on probation by the president of the college for any of the causes set forth in section B. of this Article IX. A full-time faculty member, counselor, or librarian shall be notified in writing that he/she is being placed on probation. This notification shall state the causes for this action and the conditions of probation.
2. The term of probation, not to exceed one (1) year, shall be determined by the president of the college except that during the period of the probation, the full-time faculty member, counselor, or librarian shall continue to perform his/her regular duties but that said full-time faculty member, counselor, or librarian shall not be entitled to receive any additional benefits or salary increase from the time of probation until the full-time faculty member, counselor, or librarian is released from said probationary period. In the event that said probation occurs subsequent to the signing or approval of a new contract, then said contract shall be modified to conform to the terms of the probation and for its period thereof.

F. Reduction of Full-time Faculty Members:

1. All tenure rights shall be institutional only as it relates to reduction of full-time faculty. All tenure rights shall be departmental only as it relates to reduction of other full-time faculty covered by this agreement.
2. In the event that the board determines that it is necessary to reduce the number of full-time faculty members in a department of the college, the following procedures shall be followed:
 - a. The board shall first designate the job position to be discontinued or the courses to be discontinued or reduced in number in a department.
 - b. The contract of the non-instructional full-time faculty member assigned to a job position which is discontinued or reduced may be nonrenewed except where he/she is qualified to teach in an area where non-tenured or full-time faculty with less merit units are teaching or where an opening exists.

- c. If the full-time faculty member assigned to courses which are discontinued or reduced is qualified to teach other courses, such full-time faculty member shall be offered an assignment to teach those courses. If two or more full-time faculty members are qualified to teach the same courses, the full-time faculty member with the most merit units will be offered an assignment to teach the same and the contract of the full-time faculty member with the least number of merit units may be nonrenewed. If the full-time faculty member assigned to courses which are discontinued or reduced is not qualified to teach other courses, the contract of such full-time faculty member may be nonrenewed.
 - d. As used in this subsection,
 - 1. 'Qualified to teach' in the transfer area means having completed 18 hours of graduate course work in the discipline of the subject to be taught; and
 - 2. 'Qualified to teach' in the vocational technical area means having completed 18 hours of graduate course work in the discipline of the subject to be taught, and/or experience within the last three (3) years in the field or subject matter to be taught, and/or having taught courses in the program within the last three (3) years.
 - e. A "merit" unit shall mean any 15-credit hour unit, consisting of any combination of approved college credit above the master's degree or equivalent work experience as defined in Article X, B. 4. Any 3-year teaching experience at the college shall also constitute one merit unit. Teaching experience at the college prior to full time employment shall be prorated at the rate of one merit unit for every 90 load hours taught or the equivalent of three years teaching experience. Any year that a full-time faculty member has been on probation or has been notified in writing that a deficiency in that full-time faculty member's teaching experience existed will not be counted toward merit units.
- 3. Nothing herein contained shall prohibit a full-time faculty member whose contract has been nonrenewed pursuant to paragraph 1 above from applying for a vacant teaching assignment for which that full-time faculty member is qualified following nonrenewal.
 - 4. Nothing herein contained shall prohibit the board from offering a full-time faculty member a teaching assignment in another department of the college as an alternative to nonrenewal of that full-time faculty member's contract. In the event that a full-time faculty member accepts an

assignment in another department of the college and in the further event that courses taught by that full-time faculty member are again offered in the department from which he or she transferred, within three years of such transfer, that full-time faculty member shall be given preference during such three year period in consideration of applicants for those courses.

5. It is understood that factors which may require reduction of instructional staff include: change in the size or nature of the student population, unavoidable budgetary limitations or similar factors affecting the overall operation of the college. The board and the faculty association shall use their best efforts to maintain enrollment, operate within a reasonable budget and conduct the college in a professional manner in an effort to avoid reduction of instructional staff.

Article X Professional Compensation

- A. Hiring Schedule for New Full-Time Faculty, Counselors, and Librarians:
 1. For the school year 2013-2014 all new full-time faculty members, counselors, and librarians shall enter the 2013-2014 school year on the 2013-2014 hiring schedule in appendix c. For the school year 2014-2015 all new full-time faculty members, counselors, and librarians shall enter the 2014-2015 school year on the 2014-2015 hiring schedule also in appendix c.. on the appropriate column as determined by the appropriate vice president and the president. The amount of experience granted shall not exceed, but may be less than, that determined by the following ratio:
 - College teaching experience - one year equals one level
 - Other teaching experience - three years equals two levels
 - Approved work experience in those areas requiring work experience - one year equals one level.
 2. Each new full-time faculty member, counselor, or librarian shall have an evaluation made by the president, appropriate vice president, and appropriate department chairperson, of his/her work experience. Some work experience may be allowed to count as teaching experience for determining the salary level. A year of acceptable work experience may be considered equal to a year of teaching experience.
 3. The board may place a new full-time faculty member, counselor, or librarian on any level on the hiring schedule that it deems appropriate, taking into account the full-time faculty member's, counselor's, or librarian's experience and educational background and the availability of persons to fill the position (professional employment market conditions) if the board determines that such placement is in the best interests of the college.

Before advanced placement shall be granted to a new full-time faculty member, counselor, or librarian under this paragraph, the president of the college shall:

- (a) Review such placement with the appropriate department chairperson; and
- (b) Notify the president of the association of his/her intention to recommend such placement to the board.

The hiring schedule is understood to be independent of salary increases for existing professional employees and is not a salary schedule for existing full-time faculty members, counselors, and librarians.

- B. School Year 2013-2014 Salary Increase for Existing Full-time Faculty Members, Counselors, and Librarians.
- 1. For the school year 2013-2014, each existing professional employee will receive a 2.50 percent increase in his/her 2012-2013 base contract salary.
 - 2. Extra duties assigned above the normal teaching load will be compensated on a separate basis.
 - 3. Full-time faculty members, counselors, and librarians will not be required to sell or take tickets; therefore, no faculty passes will be issued. Full-time faculty members, counselors, and librarians who wish to work at athletic events will notify the athletic director and director of ticket sales. Compensation for this service will be determined by the athletic director, the director of ticket sales, and the president.
 - 4. A change in educational qualifications as described in this paragraph will increase the base salary of the full-time faculty member, counselor, or librarian. Educational advancement pay may result from successful completion of specifically approved professional development activities (academic course work and/or work experience). Work experience and/or course work used by the full-time faculty member, counselor, or librarian for educational advancement pay purposes must be approved in writing by the president of the college prior to the full-time faculty member, counselor, or librarians enrollment in such course(s) and/or prior to the beginning of the work experience. Forty (40) hours of work experience will be equivalent to one semester hour of credit. In no case will the work experience equate to more than eight (8) hours of credit for a summer or more than twelve (12) hours of credit for a semester. The cumulative maximum credit for work experience will be thirty (30) equated credit hours. Any college credit hours earned through work experience courses will be counted as part of the cumulative maximum. The incremental pay increases for educational and/or work experience advancement will be at **B+45 or M+15, B+60 or**

M+30, M+45, M+60, M+75 or EdD/PhD, EdD/PhD+15, and EdD/PhD+30.

Educational advancement pay results from successful completion of specifically approved completed course work and/or work experience as described above. A full-time faculty member, counselor, or librarian shall receive a \$2,200.00 increase in the full-time faculty member's, counselor's, or librarian's base salary as educational advancement pay for each fifteen (15) additional credit hours of approved completed course work and/or work experience. If the fifteen (15) additional credit hours are completed in the spring or summer term, the increase in pay will take effect the beginning of the next contract year. If the fifteen (15) additional credit hours are completed in the fall term, the salary adjustment will be based on one-half of the educational advancement pay to take effect January 15 of the next spring term. The full-time faculty member, counselor, or librarian requesting advancement pay shall provide to the office of the president of the college an official/certified copy of the transcript as proof of academic course work completed along with his/her request for educational advancement pay.

5. The board may further increase the base salary of existing full-time faculty members, counselors, and/or librarians in case of tight labor market conditions. A committee (consisting of two representatives appointed by the board, two representatives appointed by the association, and a chairperson appointed by the board) shall review the areas in which retention of qualified full-time faculty member, counselor, or librarian is a problem.

The committee shall function as an advisory body that assists the board in isolating the areas where it may be necessary to accelerate advancement. When a matter is brought to the committee by the board, the committee shall function forthwith and shall report its findings to the board and to the association. The final decision, which rests ultimately with the board, shall be reported back to the committee forthwith.

C. Flexible Benefit Plan

1. The board will contribute \$532.00 per month for use by full-time faculty members, counselors, and librarians in the Hutchinson Community College and Area Vocational School Flexible Benefit Plan. Each full-time faculty member, counselor, and librarian must purchase at least a basic health insurance policy through the Hutchinson Community College and Area Vocational School group. In the event of a change in the cost of the basic health policy during the term of this contract, the parties will meet and confer prior to the effective date of such change regarding the boards contribution to the Hutchinson Community College and Area Vocational School Flexible Benefit Plan, and this

contract shall be amended to reflect any changes in the board's contribution to such Plan.

2. The board shall provide each full-time faculty member, counselor, and librarian with a handbook of benefits available under the Flexible Benefit Plan within ten (10) days of the beginning of the school year or date of employment. The board shall also provide necessary detailed information about each benefit option and, when necessary, application forms.
3. Full-time faculty members, counselors, and librarians who fail to make appropriate application for benefits under the Hutchinson Community College and Area Vocational School Flexible Benefit Plan within mandatory time and/or date guidelines-usually within thirty (30) days from date of employment or within specified dates of open enrollment periods-shall forfeit any opportunity to make application for benefits or other changes in their individual Flexible Benefit Plan except as provided within the plan itself and within applicable laws and regulations.
4. Except in situations outside of the control of Hutchinson Community College and Area Vocational School, such as changes made in law or in benefit vendor policies, changes in benefit options which materially affect participating eligible full-time faculty members, counselors, and librarians will be introduced only after instructive information is shared with affected full-time faculty members, counselors, librarians, and department chairpersons and options, if any, are explained.
5. In the event of a premium refund from a participating health insurance company, such refund shall be returned to participating full-time faculty members, counselors, and librarians in direct proportion to the share of the cost assumed by such participating full-time faculty members, counselors, and/or librarians. For the purpose of determining refunds due to participating full-time faculty members, counselors, and/or librarians the amount contributed by the board shall be considered as having been contributed by the individuals.

D. Salary Payment:

1. The salary of each professional employee shall be paid on the twentieth day of the month.
2. Deductions may be authorized by the individual professional employee and shall be executed by the college finance office for local, state, and national association dues and such other purposes as mutually agreed upon by the association and the board.

E. Adjunct Faculty Salaries:

Adjunct faculty members shall be compensated at a rate of \$515.00 per load hour taught, plus an amount equal to \$10.00 per load hour for each year of adjunct teaching experience at the college, not to exceed \$580.00 per load hour taught, EXCEPT that adjunct faculty members employed prior to January 1, 1994 shall during the 2013-2014 school year be paid a salary equal to the number of load hours taught times a salary equal to the adjunct faculty member's 2012-2013 load hour equivalent pay increased by 2.50 percent of the adjunct faculty member's 2012-2013 load hour equivalent pay.

F. Summer Salaries:

1. Except as provided in paragraph 2. below, a full-time faculty member who teaches during the summer session in excess of full-time load shall be paid as provided in Article X, G.
2. If less than nine students enroll in a class, the class will be canceled as being taught by a full-time or adjunct faculty unless the full-time or adjunct faculty member and summer school administrator mutually agree that the class shall be taught and that the salary shall be \$60.00 per load hour times the number of students enrolled in the class, up to the amount provided in Article X, G. 1. Nothing in this Agreement shall prohibit the college from hiring part-time faculty to teach summer school classes.
3. A professional employee shall be under no obligation to teach during the summer session.
4. In the event that a summer class does not fill to the agreed upon level as set forth in subsection F. 2. above, the full-time or adjunct faculty member will be compensated at the rate of one-sixteenth (1/16) of the summer salary rate for each week or the equivalent of each week that the full-time or adjunct faculty member meets the class. The salary will be based on the number of students registered at that time.

G. Overload Salaries:

1. Full-time faculty members, counselors, and librarians who consent to teach an overload shall be compensated at the rate of \$515.00 per load hour taught, plus, using 1985-86 as a base year, an amount equal to \$10.00 per load hour for each year of full teaching experience at the college, not to exceed \$580.00 per load hour.

At the full-time faculty member's, counselor's, or librarian's option, compensation for fall semester overload shall be paid as follows:

- a. during that time for which the services are being rendered, or

- b. at the earliest pay period after it has been determined that the full-time faculty member, counselor, or librarian will meet the contractual requirement. Payment will be in a lump sum or prorated over the spring semester, at the full-time faculty member, counselor, or librarian option.

Should the full-time faculty member, counselor, or librarian choose the first option (X, G. 1. a.) and then be deficient, salary reduction or repayment will be based upon the overload compensation.

2. In the event an evening class does not fill, the full-time-faculty member, counselor, or librarian will be compensated at the rate of one-sixteenth of the salary for each week the class meets.
3. Overload assignments should not increase a full-time faculty member's load to more than 21 load hours per semester (fall and spring). An overload assignment that would result in a load for a full-time faculty member of more than 21 load hours in a semester will not be assigned unless the vice president of academic affairs has given approval.

Independent study, summer, interterm assignments, advising, and directed study classes are not part of a normal full-time faculty member's teaching load and will not be included in calculating the 21 load hours per semester described in the paragraph immediately above.

H. Substitute Pay:

All substitute pay shall be \$25.00 per hour.

I. Online Instruction

1. Professional employees who teach distance education classes may, with the concurrence of department chair and appropriate vice president replace a campus hour(s) for consultations with students with virtual office hours and/or otherwise be available using electronic means; however it is understood that the professional employee will not be required to hold virtual office hours.
2. First time development:

Only with prior approval of the ITDE director and the vice president of academic affairs, in consultation with the department chairperson, will a course be developed. Professional employees shall be compensated at a rate of \$700 per credit hour for the first time development for college use and college ownership of an online course (meaning a course developed for the college that has not been previously developed for and/or taught at the college for online delivery). Professional employees after completion of the

described first time development, will have the first opportunity to teach the newly developed online course regardless of class size. The Online Course Task Force Recommendations for Developing Online Courses are to be followed by the professional employee in the online course development and instruction. For the purpose of this section hybrid instruction is considered an instructional method and not a course format. Hybrid delivery may be scheduled based on a previously developed online course. Delivery of hybrid courses, based on previously developed online courses, will not entitle the professional employee to additional compensation beyond pay for instruction of the course. Compensation, under this section, for the development of a hybrid course will only be considered if there is no current corresponding online course. In the event no online course exists, the employee may be compensated under this section to develop an online course that may also be used for hybrid instruction.

3. Revisions or redevelopment:

Online courses that are outdated or otherwise behind the current technology of face-to-face courses or below the online course design standards, as determined by the ITDE director and vice president of academic affairs, will be revised or redeveloped, if the course continues to be offered online. Professional employees after completion of the described revision or redevelopment, will have the first opportunity to teach the newly adjusted online course. The Online Course Task Force Recommendations for Developing Online Courses are to be followed by the professional employee in the online course development and instruction.

The ITDE director and vice president of academic affairs, in consultation with the department chairperson, shall use the following to determine compensation and that determination will be the final determination:

a. Minor Revisions

Minor Revisions are understood to require less than 50% of the whole course to be changed or modified. Professional employees shall be compensated at the rate of \$200 per credit hour for revisions that may include, but are not limited to, operating systems and web-based e-learning management systems for college use and college ownership of an online course.

b. Redevelopment

Redevelopment is understood to require more than 50% of the whole course to be changed or modified. Professional employees shall be compensated at the rate of \$500 per credit hour for redevelopment that may include, but are not limited to, operating systems and web-based e-learning

management systems for college use and college ownership of an online course.

4. Full-time faculty may be assigned to teach distance education courses as part of their regular course load on a voluntary basis unless position description requires distance education.
5. No professional employee shall be assigned to teach an online course that would require the professional employee to learn new technologies without the professional employee being provided the opportunity to be trained in the new technologies by the college.

The college shall provide at the college periodic general training for the college's various online course formats. The college shall provide access to this training for professional employees involved in online course instruction. Professional employees will be provided the opportunity to be trained at the college in the technology, special skills, and methods necessary for the college's online instruction.

6. Nothing in this Article shall preclude or limit professional employees from utilizing distance education to fulfill all of the normal load upon mutual agreement between professional employee, department chair, and the vice president of academic affairs.
7. The appropriate academic departments shall be notified when and what distance education classes are offered during each term.

J. Mentoring

During the academic year when professional employees agree to serve as new full-time faculty mentors, the professional employee who serves as a mentor to new full-time faculty members shall receive \$300 per semester for each new full-time faculty member assigned. Mentors are recommended by department chairs with approval of the vice president of academic affairs.

Article XI Patents and Copyrights

The board of trustees recognizes that the college has certain proprietary rights to material, including publications, instructional material and devices, prepared by professional employees on college time and with use of Hutchinson Community College and Area Vocational School facilities, equipment, and/or individuals in the employment of the college.

The board also recognizes the importance of encouraging professional development of professional employees and of sharing new developments with other educational institutions. The board is aware that professional publication of material by professional employees serves to enhance the reputation of the college, as well as the professional employee.

Development of material by professional employees for the purpose of obtaining patents, distribution rights, monetary gain, or copyrights shall not infringe upon the responsibilities 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 on their own time and without use of college facilities, equipment, and/or individuals in the employment of the college.

In the event the board has proprietary rights to material developed by professional employees, the president will review material prepared by professional employees prior to copyright or patent for subsequent publication or distribution and recommend to the board, for final action, whether or not there should be a waiver of all or part of the college's proprietary rights in favor of the professional employee preparing such material. Material prepared by full-time faculty members while on sabbatical leave taken for that purpose shall be deemed to have been prepared on college time, unless prior written waiver has been granted by the board.

Article XII Miscellaneous

A. Textbooks:

Textbooks will be selected by the full-time faculty member. Where multiple sections and/or delivery modes occur, full-time faculty members involved shall be consulted on the textbooks to be used, with the final approval by the department chairperson and the vice president of academic affairs. Difference in textbooks because of delivery mode (such as telecourse and/or online) must be approved by the department chair and the vice president of academic affairs. Exceptions to the three year practice must be approved by the department chairperson.

B. This agreement shall supersede any rules, regulations or practices of the board which shall be contrary to or inconsistent with its terms. All future professional employee contracts shall be made expressly subject to the terms of this agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the board.

C. Copies of this agreement shall be printed by the board and distributed to all professional employees now employed or hereafter employed by the board.

D. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. This agreement shall not be effective until approved as to form by counsel for the association, the board, the president, or his/her designees.

F. The enforcement of this agreement is the joint responsibility of the board, the administration, and the association. Should any

dispute arise as to the proper interpretation or application of any provision(s) of this agreement, the representatives of the board, administration, and the association shall meet and confer in good faith to resolve differences.

- G. Except as this agreement shall herein provide, all terms and conditions of employment applicable on the effective date of this agreement as established and in force on said date shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement nothing contained herein shall be interpreted or applied so as to eliminate, reduce or otherwise detract from any professional employee benefits existing prior to the effective date of this agreement.
- H. On the request of the association, the members of the administration, including the president of the college and the appropriate vice president, shall meet and confer with the representatives of the association to discuss matters of mutual concern.
- I. The executive committee of the association or person(s) designated by the committee shall represent the association in matters pertaining to this agreement.
- J. Those persons who are employed primarily for the purpose of coaching are not covered under the parameters of this agreement.
- K. Reference to "Hutchinson Community College" in this agreement shall mean Hutchinson Community College and Area Vocational School.

APPENDIX

- a. Formal Grievance Procedure Form
- b. Academic Calendar for ~~2012-2013~~ 2013-2014
- c. ~~2012-2013~~ 2013-2014 and 2014-2015 Hiring Schedules for New Full-Time Faculty, Counselors, and Librarians
- d. Extra Duty Salary
- e. Personal Contract of Employment
- f. Mediation Agreement

a.

Hutchinson National Faculty Association

a. Formal Grievance procedure form

Step 1

Informal meeting date (within five (5) school days of the request)

Name _____

Position _____

Nature of Grievance:

Grievant Signature _____

Department Chair Signature _____

Date of disposition (within five (5) school days of the informal meeting)

Disposition:

Step 2 Formal Grievance

Date Grievance filed with appropriate administrator (within five (5) school days after receiving the disposition from immediate supervisor _____

Or within 10 school days after recognition of the grievance, provided that, in the event of an ongoing violation of the Master Agreement, a grievance may be filed within 10 days after the occurrence of the last event which gives rise to the violation of the Master Agreement. The appropriate administrator shall indicate his/her disposition of the grievance in writing within 10 school days of receipt of written grievance.

Signature of appropriate administrator _____

Date of disposition _____

Disposition:

Step 3

Date submitted to President (10 school days after the response is received from the appropriate administrator in Step 2)

Date received by President _____

Date received by Clerk of Board of Trustees _____

Signature of the President _____

Date of meeting with the President or his/her designee and the grievant (five (5) school days from filing)

Date of disposition (five (5) school days from meeting)

Disposition: (if no disposition is made in writing within 10 days from the grievance meeting with the president or his designee in step 3, the grievance will be allowed)

Date of grievance allowed _____

Step 4. Date of Mediation

Step 5. (Within five (5) school days of the conclusion of mediation transmit the grievance to the board of trustees by filing a written copy thereof with the chairperson of the board)

Date Grievance received by the chairperson of the board _____

Chairperson of the board signature _____

Date the Board allows the grievance or sets a hearing date with the grievant: (within (10) school days of receiving the grievance _____

Decision on the grievance from the board: (to be received by the grievant within ten (10) days from the hearing date)
If no such decision is provided within ten (10) days, the grievance will be allowed.

August 2013 - July 2014

Approved by Board of Trustees 4/12/12

August 13						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

- 1** Any course beginning after this date is considered a Fall course
- 12** Professional Learning Day
- 13** Enrollment/Registration/Faculty Prep 8/13 thru 8/20
- 21** Classes Begin

September 13						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

September

- 2** Labor Day, College Closed

October

- 3** Convocation-No Day Classes- College Opens at 1:00 p.m.- Evening Classes Will Meet
- 4** Fall Break, College Closed

October 13						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 14** Current Student Enrollment Begins

- 25** Open Enrollment, No Day Classes

November

- 27** Thanksgiving Break, College Closed 27-29

November 13						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

- 9** Final Exams 12/9 thru 12/12
- 13** Make-Up Exams, Final Grades Due by Noon
- 24** Winter Break, College Closed 12/24 thru 1/1

January

- 1** Any course beginning after this date is considered a Spring course

December 13						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 6** Professional Learning Day

- 7** Enrollment/Registration/Faculty Prep 1/7 thru 1/10

- 13** Classes Begin

- 20** Martin Luther King Day, College Closed

January 14						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

March

- 10** Current Student Enrollment Begins

March

- 18** 2014 NJCAA Tournament 3/18 thru 3/22
- 24** Spring Break 3/24 thru 3/28
- 28** College Closed

April

- 4** Local High School Enrollment- Afternoon
- 10** Professional Learning Day-No Day Classes
- 11** Open Enrollment No Day Classes-Local High School Enrollment
- 26** Enrollment Day

May

- 5** Final Exams 5/5 thru 5/8
- 9** Commencement, 7 p.m. Make-Up Exams, Final Grades Due by Noon
- 26** Memorial Day, College Closed
- 30** Enrollment Day

June

- 1** Any course beginning after this date is considered a Summer Course
- 2** 1st Summer Term Begins
- 26** 1st Summer Term Ends
- 27** Enrollment Day
- 30** 2nd Summer Term Begins

July

- 4** Independence Holiday, College Closed
- 24** 2nd Summer Term Ends
- 25** Enrollment Day

Check DragonZone or Course Syllabus for last date to withdraw.

February 14						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 14						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 14						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

May 14						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 14						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July 14						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

HCC reserves the right to offer special length courses outside of the regular academic calendar.

Hutchinson Community College
and Area Vocational School

c. Hiring Schedule for New Full-Time Faculty Members, Counselors and Librarians 2013-2014 and 2014-2015.

Hutchinson Community College and Area Vocational School

2013-2014 Hiring Schedule

	\$ 28,400					
	1	2	3	4	5	6
	MASTERS	MASTERS+15	MASTERS+30	MASTERS+45	MASTERS+60	DOCTORATE
Level	\$ Amount	\$ Amount	\$ Amount	\$ Amount	\$ Amount	\$ Amount
1	28,400	30,400	32,400	34,400	36,400	38,400
2	29,770	31,770	33,770	35,770	37,770	39,770
3	31,140	33,140	35,140	37,140	39,140	41,140
4	32,510	34,510	36,510	38,510	40,510	42,510
5	33,880	35,880	37,880	39,880	41,880	43,880
6	35,250	37,250	39,250	41,250	43,250	45,250
7	36,620	38,620	40,620	42,620	44,620	46,620
8	37,990	39,990	41,990	43,990	45,990	47,990
9	39,360	41,360	43,360	45,360	47,360	49,360
10	40,730	42,730	44,730	46,730	48,730	50,730
11	42,100	44,100	46,100	48,100	50,100	52,100
12	43,470	45,470	47,470	49,470	51,470	53,470

Hutchinson Community College and Area Vocational School

2014-2015 Hiring Schedule

	\$ 28,879					
	1	2	3	4	5	6
	MASTERS	MASTERS+15	MASTERS+30	MASTERS+45	MASTERS+60	DOCTORATE
Level	\$ Amount	\$ Amount	\$ Amount	\$ Amount	\$ Amount	\$ Amount
1	28,879	30,879	32,879	34,879	36,879	38,879
2	29,312	31,312	33,312	35,312	37,312	39,312
3	29,807	31,807	33,807	35,807	37,807	39,807
4	30,142	32,142	34,142	36,142	38,142	40,142
5	30,425	32,425	34,425	36,425	38,425	40,425
6	30,653	32,653	34,653	36,653	38,653	40,653
7	31,343	33,343	35,343	37,343	39,343	41,343
8	32,283	34,283	36,283	38,283	40,283	42,283
9	33,239	35,239	37,239	39,239	41,239	43,239
10	34,112	36,112	38,112	40,112	42,112	44,112
11	34,982	36,982	38,982	40,982	42,982	44,982
12	35,370	37,370	39,370	41,370	43,370	45,370

d.

HUTCHINSON COMMUNITY COLLEGE and Area Vocational School
d. Extra Duty Salary

1. The board of trustees shall determine the amount to be paid to full-time faculty members for extra duty within the ranges (computed as a percentage of base pay) set forth below:

A. Pay range 15% - 40%

Assistant Football
Assistant Men's Basketball
Head Women's Basketball

Pay range 15% - 30%

Head Baseball
Head Track-Men/Women
Head Softball
Assistant Women's Basketball

Pay range 10% - 25%

Head Cross Country BMen/Women
Head Volleyball
Assistant TrackCMen/Women
Assistant Baseball
Assistant Softball
Assistant Volleyball

Pay range 10% - 20%

Head Tennis-Men/Women
Head Golf

B. Those areas that are mostly administrative:

Pay range 5% - 20%

Director of Tickets
Assistant Ticket Director
Arena Supervisor
Intramurals
Cheerleader Sponsor
Dragon Doll Sponsor
Livestock Judging
Honors Program Coordinator

C. Those areas that have recruitment of students teaching involved:

Pay range 5% - 20%

Drama Director
Band Director
Jazz Ensembles
Dragonnaires
Academic Excellence

d.

D. Those areas that are mostly academic but non-teaching such as, Advising, Search Committees, Committees, Training, and other non-teaching responsibilities that are approved in writing in advance by the supervising vice president or their designee on non-contract days shall be compensated at the rate of \$25.00 per hour, with a minimum of two hours.

2. The Extra Duty Salary does not apply to those persons whose primary duty is coaching.

e. Personal Contract of Employment

HUTCHINSON COMMUNITY COLLEGE AND AREA VOCATIONAL SCHOOL

CONTRACT OF EMPLOYMENT

This Contract of Employment made this date of --<date>-- between the Board of Trustees of Hutchinson Community College/Area Vocational School and --<4> <5> <3>--.

The College and the Instructor agree:

1. The Master Contract heretofore entered into between the Hutchinson National Faculty Association and the Board of Trustees of the Hutchinson Community College and Area Vocational School is incorporated herein by reference, and the Instructor and the College agree to be bound by the terms thereof.

2. The Board shall employ the Instructor in --<15>-- . Employment under this contract shall be for the period beginning --<8>-- and ending --<9>--, a total of --<36>-- days to work. The Instructor meets the teaching standards as required by the College Board of Trustees and the laws of the State of Kansas.

3. The Hutchinson National Faculty Association and the College have approved the Instructor's salary and the percentage used for extra duty assignments. In accordance with the Master Contract and the qualifications of the Instructor, the Instructor shall be paid a salary during the college year, as follows:

(Base Salary)	(Budget Acct)	
(Amount)	<16>	<17>
	<18>	<19>
Salary for extra time<24>	<25>	<26>
Salary for extra assignment	<27> <28>	<29>
	<30> <31>	<32>
	<33> <34>	<35>
TOTAL SALARY		----- <10>

Salary to be paid in --<11>-- equal installments beginning--<13>.

It is understood that the Instructor's salary shall be adjusted for successful completion of specifically approved professional development activities in accordance with the Master Contract and any adjustment endorsed here on, PROVIDED, that a transcript evidencing such work must be filed with the College on or before--September 13, 2008 2010.

4. Execution of this Contract of Employment shall constitute a binding contract between the College and the Instructor.

e.

IN WITNESS WHEREOF, the College and the Instructor have executed this agreement as of the day and year first above written.

Instructor
Board of Trustees

Chairman, Board of Trustees

Clerk,

e. Personal Contract of Employment

HUTCHINSON COMMUNITY COLLEGE AND AREA VOCATIONAL SCHOOL

CONTRACT OF EMPLOYMENT

This Contract of Employment made this date of --<date>-- between the Board of Trustees of Hutchinson Community College/Area Vocational School and --<4> <5> <3>--.

The College and the Instructor agree:

1. The Master Contract heretofore entered into between the Hutchinson National Faculty Association and the Board of Trustees of the Hutchinson Community College and Area Vocational School is incorporated herein by reference, and the Instructor and the College agree to be bound by the terms thereof.

2. The Board shall employ the Instructor in --<15>--. Employment under this contract shall be for the period beginning --<8>-- and ending --<9>--, a total of --<36>-- days to work. The Instructor meets the teaching standards as required by the College Board of Trustees and the laws of the State of Kansas.

3. The Hutchinson National Faculty Association and the College have approved the Instructor's salary and the percentage used for extra duty assignments. In accordance with the Master Contract and the qualifications of the Instructor, the Instructor shall be paid a salary during the college year, as follows:

(Base Salary)	(Budget Acct)	
(Amount)	<16>	<17>
	<18>	<19>
Salary for extra time<24>	<25>	<26>
Salary for extra assignment	<27> <28>	<29>
	<30> <31>	<32>
	<33> <34>	<35>
TOTAL SALARY		----- <10>

Salary to be paid in --<11>-- equal installments beginning--<13>.

It is understood that the Instructor's salary shall be adjusted for successful completion of specifically approved professional development activities in accordance with the Master Contract and any adjustment endorsed here on, PROVIDED, that a transcript evidencing such work must be filed with the College on or before--September 13, 2009 2011.

4. Execution of this Contract of Employment shall constitute a binding contract between the College and the Instructor.

e.

IN WITNESS WHEREOF, the College and the Instructor have executed this agreement as of the day and year first above written.

Instructor
Board of Trustees

Chairman, Board of Trustees

Clerk,

**FEDERAL MEDIATION & CONCILIATION SERVICE
UNITED STATES GOVERNMENT**

f. Mediation Agreement

The undersigned hereby request the assistance of the FMCS in the attempted resolution of the dispute between them today. They understand that mediation is a voluntary process that may be terminated at any time. Further, the undersigned agree to maintain the confidentiality of all information disclosed in the course of the mediation:

The undersigned agree that all statements by the parties, participants or the mediator during the mediation process, and any documents created for or during these proceedings, are inadmissible and not discoverable for any purpose whatsoever, in any pending or subsequent judicial or other proceeding, absent consent of all of the parties and the mediator.

The undersigned agree not to subpoena the mediator or anyone else employed by FMCS to testify for any reason, nor to subpoena documents created for or during the mediation.

It is understood by the undersigned that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation proceedings.

The undersigned shall not rely on, nor introduce as evidence in any proceedings any views, comments or suggestions made by any party or participant with respect to a possible settlement of the dispute, any admissions made by another party or participant in the course of the mediation proceedings, or any proposals, opinions, or comments of the mediator. It is understood that FMCS policy is such that the mediator's notes and records of the mediation content, if any, are routinely destroyed.

FMCS and its employees will be held harmless of any claim for damages for any act or omission occurring during, or in connection with, the mediation process.

The obligations imposed by this agreement are in addition to, and do not supercede, any obligations imposed by applicable state or federal laws regarding mediation confidentiality.

f.

The undersigned agree to be bound by this agreement. By signing below, they represent that they have the full authority to bind their respective organization and/or members to this agreement.

Name/Title

Organization

Signature

Date

Name/Title

Organization

Signature

Date