

# **M A S T E R   C O N T R A C T**

BETWEEN

**THE BOARD OF TRUSTEES**

**OF**

**HIGHLAND COMMUNITY COLLEGE**

**AND**

**HIGHLAND COMMUNITY COLLEGE -**

**Faculty Association**

**2014-2017**

Covering Terms and Conditions of  
Professional Service for the Professional  
Employees of Highland Community College

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## **I. DEFINITION**

- A. APPLICABLE GRADUATE HOURS: Graduate hours documented by an official transcript from an accredited college or university by a recognized accrediting association. The graduate hours will be included in a professional education plan approved by the Chief Academic Officer.
- B. ASSOCIATION: Faculty Association of Highland Community College.
- C. BOARD: The Board of Trustees of Highland Community College.
- D. CHIEF ACADEMIC OFFICER: The person designated by the Board as the Chief Academic Officer of the College.
- E. COLLEGE: Highland Community College.
- F. CONTINUING EDUCATION HOURS: College credit hours which do not qualify as applicable graduate hours as defined in Section I. A. herein and which are deemed by the President to be of general benefit to the professional employee in the provision of that employee's services to the college.
- G. DAYS: Except where otherwise indicated, days shall mean contracted work days.
- H. PRESIDENT: President of Highland Community College and his/her designee.
- I. PROFESSIONAL EMPLOYEE(S): Any employee employed by the Board whose salary is determined by the professional employee's salary Article set forth herein. Professional employees shall include all instructors whose assignment includes teaching thirty (30) or more credit hours for the fall-spring semesters approved for the academic year.
- J. CONTINUING CONTRACT MEMBERS: As defined by the Kansas Legislature in the Kansas Continuing Contract Act which is currently found at K.S.A. 72-5445, 1992 Supp.
- K. PART TIME PROFESSIONAL EMPLOYEE: Is an employee who is employed by Highland Community College, who is subject to the Kansas Continuing Contract Law K.S.A. 72-5410, et. seq. and who is eligible to receive pro-rata duties under the terms of this Master Contract. (Pro-rata for this section shall mean that number of credit hours which the Part-time teaches versus a 30 credit hour full-load of a Full-time faculty member.) Part-time employees are distinguished from adjunct instructors who are not subject to the Kansas Continuing Contract Law and do not receive any of the benefits of this Master Contract. Adjunct Instructors obligations and responsibilities do not extend beyond the conclusion of that semester.
- L. TECHNICAL EDUCATION INSTRUCTORS: a type of Professional Employee who is an instructor, who teaches Programs on a clock hour basis, and employees teaching technical programs or courses. These employees are new or former employees of Northeast Kansas Technical College who joined the full time teaching staff at Highland Community College as a result of the NEKTC and HCC merger. They may follow a different yearly calendar, teaching load, and length of day.

## **II. RECOGNITION**

The Board of Trustees hereby recognizes the Association as the exclusive bargaining representative as that term is used in K.S.A. 72-5413 et. seq. for all professional employees employed by the Board.

## **III. MANAGEMENT RIGHTS**

- A. The Board of Trustees on its own behalf and on behalf of the electors of Doniphan County, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State and Kansas and of the United States, including but without limiting the generality of the foregoing, the right
  - 1. to maintain executive management and administrative control of the College and its properties and facilities and the professional activities of its employees as related to the conduct of the College's affairs, except as set forth in this agreement;

2. to hire all employees and determine their initial rate of pay subject to the provisions of law and this agreement, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees;
  3. to establish grading policies not in conflict with the academic right of the professional employee to evaluate a student, courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
  4. to decide upon the duties, responsibilities, and assignments of professional employees and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment, except as set forth in this Agreement; and
  5. to determine class schedules, non-classroom assignments, and the duties, responsibilities, and assignments of professional employees, except as set forth in this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and procedures in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws and the State of Kansas and the Constitution and laws of the United States.

#### **IV. PROFESSIONAL COMPENSATION**

- A. Compensation
1. All professional employees shall receive compensation in accordance with their individual contract entered with the College.
  2. All professional employees shall receive a 2 percent (2%) increase for the academic year 2014-2015.  
All professional employees shall receive a \$625 increase for the academic year 2015-2016.  
All professional employees shall receive a \$625 increase for the academic year 2016-2017.
  3. When Highland Community College hires a new faculty member with prior teaching (any form) experience or field experience (e.g. technology, industry, medical, business, law, etc.) the compensation of that new faculty member may, when initially hired, be set at up to 24% above the hiring schedule pay for the compensation class in which that member is placed. These new employees may be granted not to exceed four percent (4%) above the hiring schedule pay for the compensation class in which they are placed for each year of teaching experience and for each two (2) years of applicable work experience which does not involve actual classroom teaching. Instructors hired to teach math, science, and nursing courses may be offered up to 30% above the hiring schedule pay for the compensation class in which that member is placed. The math, science, and nursing instructors may be granted not to exceed five percent (5%) above the hiring schedule pay for compensation class in which they are placed for each year of teaching experience and for each two (2) years of applicable work experience which does not involve actual classroom teaching.
  4. Technical Education Instructors will use the same hiring schedule as defined in section A. 3. with the additional 6% of their salary added to the base salary of their contract.
- B. 2015-2016 and 2016-2017 Compensation
- All professional employees shall receive an increase in compensation for each of the academic years 2015-2016 and 2016-2017 in the amount of six hundred twenty five dollars (\$625). The Association and the College shall meet and confer in an attempt to determine whether professional employees shall receive any additional increase in compensation for those academic years. These discussions shall commence not later than April 1, 2015, and April 1, 2016, respectively. The applicable statutory impasse resolution procedures shall govern the parties relationship if they are unable to reach agreement concerning the referenced compensation within the time frames set forth by the law.
- C. Class Increments
1. Class I: Defined as Bachelors Degree.
  2. Class II: Defined as Masters Degree.
  3. Class III: Defined as Masters Degree plus fifteen (15) applicable graduate hours in major subject area.
  4. Class IV: Defined as a Masters Degree plus thirty (30) applicable graduate hours or a specialist degree or a master of fine arts degree in major subject area.
  5. Class V: Defined as a Masters Degree plus forty-five (45) applicable graduate hours in major subject areas.

6. Class VI: Defined as an applicable Doctorate Degree. A doctorate with at least 18 semester hours within the employees teaching assignment.

D. Class Placement

1. All new and existing professional employees are to be placed in the proper class increment as set forth in subsection C herein. New professional employees shall enter the schedule on the appropriate column as determined by the Chief Academic Officer.
2. The appropriate class for placement is determined by the applicability of discipline of earned degrees to the assignment and appropriateness of graduate hours beyond the masters degree and/or technical or vocational skills which dictate the employees class placement.
3. Any non-degreed technical education instructor shall be hired on the Bachelor's level on the hiring schedule.

E. Class Placement Movement

1. Increments of fifteen (15) approved graduate college credit hours shall entitle the professional employee to advancement to the next class of pay.
  - a. Advancement from Bachelors to Masters in an applicable academic area requires the conferring of the Masters Degree and the filing with the President of a transcript from the conferring academic institution showing completion of the degree in the subject area of teaching.
  - b. Advancement to each of the next levels past the Masters Degree level and up to Masters Degree + 45 requires substantiation of credit hours by grade report or transcript from the academic institution where the applicable graduate course work was completed.
  - c. Advancement to the Doctorate Degree level requires the conferring of the Doctorate Degree and the filing with the President of a transcript from the conferring academic institution showing completion of the degree.

F. 1. The base salaries for each classification of the professional employee for the academic years covered by the terms of this Master Contract are:

2014 - 2015 HIRING SCHEDULE

<u>Class 1</u> 36824	<u>Class 2</u> 38413	<u>Class 3</u> 38964	<u>Class 4</u> 39515	<u>Class 5</u> 40066	<u>Class 6</u> 40617
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2015 - 2016 HIRING SCHEDULE

<u>Class 1</u> 37449	<u>Class 2</u> 39038	<u>Class 3</u> 39589	<u>Class 4</u> 40140	<u>Class 5</u> 40691	<u>Class 6</u> 41242
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2016 - 2017 HIRING SCHEDULE

<u>Class 1</u> 38074	<u>Class 2</u> 39663	<u>Class 3</u> 40214	<u>Class 4</u> 40765	<u>Class 5</u> 41316	<u>Class 6</u> 41867
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2. There exists a \$551.00 difference between each class, except between Class 1 and Class 2.

G. Professional/Developmental Education Plan

A professional educational plan documents a professional employee's plan to:

1. Complete a master's degree or doctorate degree; or,
2. Take applicable graduate hours; or
3. Enhance instructional skills and/or academic programs

Once approved by the president this plan documents graduate work and/or enhancement, which upon documentation of completion, results in class movement. The plan should include a list of disciplines for courses to be taken, a list of applicable graduate courses to be taken, a degree completion plan from a college or university accredited by a recognized accrediting association or a plan for cross training. A statement of benefit to the individual, students, and the college may be included. The President may waive the graduate requirement and allow undergraduate courses when a plan results in cross training.

H. Payroll Period

The payroll for the professional employees shall be issued each month. The pay date shall be the fifteenth (15th) of each month unless the fifteenth (15th) falls upon a holiday, vacation, or weekend. The payroll shall then be issued on the last prior working day.

I. Overload Pay

1. Professional employees shall be entitled to receive overload pay on the basis of six hundred twenty five dollars (\$625.00) per completed credit hour taught, which credit hours are in excess of the Professional Employees thirty (30) credit hour teaching requirement per year for the academic year 2014-2015. The basis for overload pay for 2015-2016 shall be \$650.00. The basis for overload pay for 2016-2017 shall be \$650.00.
2. Overload pay shall be paid at the completion of the semester in which the course was taught.
3. Overload hours cannot be counted as part of the Professional Employee's 30 credit hour per year obligation to Highland Community College.

J. Directed Independent Study Projects

The following relates to the salary payment for teaching Individual Study Projects (1 - 3 credit hours):

1. Each directed independent study project must be approved by the Chief Academic Officer prior to the beginning of the project.
2. A study project form must be completed by the professional employee.
3. The following dates must be included on the form:
  - a. beginning date of the project;
  - b. dates professional employee and student will meet to discuss project;
  - c. ending date of the project.
4. Any directed independent study project taught will not be counted toward annual thirty (30) credit hour requirement for professional employees.
5. Professional employees shall be paid 1/6th the per credit hour pay of the overload pay schedule set forth in Sec. H(1) for each credit hour allowed by the Highland Community College while involved in approved directed independent study projects. The minimum credit hours for individual study projects is one (1) and the maximum credit hours which may be granted for individual study projects per employee per semester is three (3).
6. All directed independent study projects shall comply with the Kansas State Board of Regents regulations and guidelines.

K. Additional Professional Assignment Pay:

Other professional assignments which are in excess of the requirements of the Professional Employee's primary contract and as set forth in the employee's applicable job description, shall be paid at a rate or an amount as set forth in that employee's supplemental contract with the College for those assignments. The schedule availability and dates of those additional assignments may vary and supervision of same shall fall under the Chief Academic Officer. The minimum pay for such additional assignments shall be \$25 per hour, provided that the supplemental contract for these activities may be limited to a total number of hours or monetary sum, which may alter this rate.

L. Supplemental Pay:

The below listed professional employees, under previous master contracts, received compensation in the form of "extended contract pay" at the rate of 1/9th of the employees base pay. These employees shall be "grandfathered" and shall continue to receive pay at 1/9th of their base rate for this supplemental work during the term of this agreement. All other professional employees shall provide these services under supplemental employment contracts. These "grandfathered employees" are:  
Hawk, Clifford

M. Pay for Tutoring:

The professional employee shall not accept pay for tutoring his/her own students in the subjects in which he/she gives instruction.

## V. WORKLOAD

A. Work Year Contract

1. The work year for the primary contract shall consist of nine (9) months and shall include the fall-spring semesters approved for the academic year for all professional employees.
2. The work year for the primary contract for Professional Employees in the RN program will run December through August.
3. Two (2) days shall be set aside for professional development which will occur on the first business day prior to the on-campus term each semester. The agenda for the day which occurs during the fall semester shall be determined by the College and the agenda for the other day which occurs during the spring semester shall be recommended by the faculty and the College shall not deny that recommendation without good cause.
4. The duties to be performed (including teaching), the length of the work year, and the yearly compensation shall be stipulated in the individual contract and applicable job description.



5. The academic calendar shall be published on or about May 1 for the upcoming academic year to include the following dates: the start and end dates of each semester, early enrollment start and end dates, holidays and holiday breaks (Thanksgiving break, Christmas break, Easter break, etc.), first-day handout and office hour deadlines, professional development plan deadline, MWF, TR, and MW class meeting dates, and final exams schedules.
- B. Each professional employee shall be responsible to perform work in their job description at least six (6) hours per day, not including his/her lunch, unless he/she must be away on school related business and has received approval for such leave. Provided that, individual professional employees may submit a written application to the Chief Academic Officer requesting that the provisions of this section be modified for that employee for the requested time period. If the professional employee is dissatisfied with the decision of the Chief Academic Officer in this regard, they may appeal his decision to the President.
  - C. The professional employee shall be responsible for posting and holding office hours for student consultation as needed, and as reasonably directed by the College/Chief Academic Officer.
  - D. College Classes During College Workday
    1. Professional employees may take college classes during the college workday as long as same does not interfere with their professional employee duties.
  - E. Professional Workload
    1. Professional employees shall be assigned a professional workload of thirty (30) credit hours per teaching year and performance of other professional duties set forth in their job description.
    2. Professional and Part-Time Employee's Teaching Plan
 

Professional and part-time employees shall be required to submit their teaching plan for the succeeding academic year (Fall-Spring-Summer) by January 31 of each year of this agreement. Professional Employees teaching in the RN program will submit their teaching plan by July 1 of each year. This plan must set forth the courses and semester loads that the professional employee wishes to teach in the succeeding academic year. This plan shall be submitted to the college for review, approval and/or modification, all depending upon student enrollment within the classes proposed by the professional employees within their teaching plan. If approved, the plan may be modified at the professional employee's request, based upon extenuating circumstances, or the Chief Academic Officer's request based on the academic class needs of the College. Professional employees shall not be forced to teach summer school classes unless summer school teaching is contained within the professional employee's teaching plan.
    3. Teaching Credits for Certain Types of Courses
      - a) Physical Education Activity Courses

Professional Employees and/or adjunct instructors who teach physical education activity courses (e.g. tennis, skiing, golf, etc.) shall receive credit for having taught one (1) credit hour for each two (2) student contact hours per semester (e.g. two (2) contact hours per week for fifteen (15) weeks shall equal one (1) credit hour for that professional employee or adjunct instructor.)
      - b) Laboratory Courses

"Laboratory Courses" shall mean courses in which students predominantly are involved in experimentation or application learning activities. Professional Employees who teach laboratory courses shall receive credit, hour for hour for lecture portions of the course (e.g. three (3) hours of lecture per week times fifteen (15) weeks equals three (3) credit hours) and shall receive two-thirds (2/3) of a credit hour for each hour of laboratory contact (e.g. three (3) hours of laboratory per week times fifteen (15) weeks times point-six-six-seven (.667) equals two (2) credit hours). Nursing clinicals are not considered Laboratory Courses.
      - c) Studio Classes

Studio classes include fine arts courses in the areas of art and photography, which courses have been accepted for full credit hour acceptance by other Kansas Board of Regents Schools. Professional Employees shall receive teaching credits for these courses the same as set forth in the Laboratory Courses Section above.
    4. Credit toward the normal teaching load may be granted by the Chief Academic Officer for special assignments(s) or additional professional duty if mutually agreed upon by the professional employee and the Chief Academic Officer.
    5. Technical Education Instructors
 

Instructors assigned to the Technical Center of Highland Community College at Atchison will be scheduled by clock hour. The clock hour schedule instructional week will consist of 31.35 of student contact hours a week. Instructors will arrive, and keep office hours, 20 minutes prior to the start of scheduled classes, and will remain, and keep office hours, 20 minutes after the end of scheduled classes.
  - F. Underload
    1. In the event that a professional employee's minimum thirty (30) credit hours per year load cannot be achieved due to an insufficient enrollment in that employee's courses the administration may in the following order:
      - a) Assign other duties which equate to a full workload, or
      - b) If the Professional Employee refuses or is unable to perform the assigned other duties, the college may reduce the employee's pay, pro rata.
  - G. Commencement
 

All professional employees shall attend the annual commencement exercises. Attendance is regarded as a contractual obligation. Requests for absence shall be submitted to the President for approval.

H. Team Assignments

Professional employees may be assigned to serve on two (2) standing or ad hoc teams.

I. Professional Faculty Meetings

Professional employees must attend faculty meetings as called by the Chief Academic Officer or Chief Technical Education Officer his/her designee unless specifically excused by the Chief Academic Officer or Chief Technical Education Officer or his/her designee.

## **VI. LEAVES OF ABSENCE**

A. Sick Leave

1. All full-time professional employees shall be entitled to ten (10) workdays sick leave per year, cumulative to eighty (80) workdays. The Administration agrees to work with the Professional Employees on an informational resource explaining the Sick Leave Bank and short- and long-term disability options.
2. For each actual workday a professional employee loses after sick leave allowances are exhausted, deductions will be made from his/her salary in an amount equal to his/her daily rate.
3. A professional employee terminating his/her service before the end of the year, who has used more of his/her sick leave than the fraction of the year warrants, shall have the proportionate amount deducted from his/her final check.
4. Commencing August 1, 2014, professional employees may commence accruing sick leave at the rate of ten (10) work days per year, but not to exceed eighty (80) work days total in year one, eighty-two (82) work days in year two, and eighty-four (84) work days in year three, and upon their normal retirement, in accordance with law and approved by the Kansas Public Employees Retirement System (KPERs), shall receive upon appropriate application to the College, a lump sum payment equal to twenty-five percent (25%) of the accrued, unused sick leave work days. (eight (8) hours per work day.) In no event shall the lump sum payment exceed pay for twenty (20) work days at the professional employee's base pay rate. The College shall not be obligated to make additional payments to KPERs on behalf of the employee as a result of this lump sum payment.
5. The provisions of the Family Medical Leave Act (FMLA) and the Board's policy concerning Family Medical Leaves shall be applicable where appropriate.
6. Professional employees will be eligible for participation in a sick leave bank as adopted by the Board as a professional employees policy for academic year 2005-2006.

B. Personal Leave

1. Each full-time professional employee shall receive four (4) workdays for personal leave per year. These personal leave days do not carry over from one year to the next.
2. Personal leave requests shall be made three days prior to the day of leave. Without such request and approval of the same, one day's salary shall be deducted from that month's salary. The same will result for each occurrence. Approval must be made by the Chief Academic Officer.
3. No more than three (3) technical education instructors requiring substitutes may request personal leave on the same day.

C. Unused Personal and Sick Leave

Professional employees having unused personal and sick leave will receive no additional compensation for the accumulated unused leave. Professional employees terminating their employment will not receive compensation for accumulated unused personal and sick leave.

D. Death in the Immediate Family

A professional employee may use not more than five (5) days of sick leave for a death in the immediate family. The immediate family shall be defined as father (in-law), mother (in-law), spouse, child, stepchild, grandparent, sister (in-law), brother (in-law), grandchild, legal guardian or ward, or relative who lives with the employee.

E. Death Other Than Immediate Family

Each professional employee may take not more than two (2) days of sick leave to attend the funeral of any person.

F. Leave for Witness or Jury Service

Upon presentation of a court subpoena or jury summons, a professional employee shall, without loss of pay, be allowed leave to fulfill such legal obligations.

G. Military Leave

Professional employees required to fulfill military service obligations shall be granted leave consistent with legal requirements.

H. Emergency Leave

A maximum of three (3) days absence without deduction in pay during any school year may be allowed for emergency reasons specifically approved by the Chief Academic Officer. In general, such emergencies shall include only those absences that are not a consequence of the choice or deliberate actions of the professional employee. Whenever possible, requests for approval of an absence under emergency leave shall be made prior to the absence.

I. Extended Leave

A professional employee may be granted an extended leave without pay, subject to the approval of the Board. Such leave shall not be arbitrarily denied. Upon return from such leave, the professional employee shall be returned to the position he/she held

when the leave commenced or equivalent position, and shall be placed at the position on the salary schedule he/she would have attained had he/she taught during such period.

J. Procedures for Use of Leave

1. Illness and Emergency

Professional employees needing to be absent because of illness or emergency are to notify the office of Chief Academic Officer as early as possible.

2. Planned Absence Other Than Personal Leave

- a. Professional employees who know in advance they will need to be absent are to notify the Chief Academic Officer as early as possible.
- b. The length of the absence and the reason for such absence shall be provided to the Chief Academic Officer.
- c. The arrangements for the coverage of all missed classes shall be provided in writing to the Chief Academic Officer.

K. Absence Due to Inclement Weather

1. When campus is open for normal operation, but a professional employee is unable to make it to their work site due to inclement weather, the employee will have the option of using accrued sick or personal leave, or leave without pay for the time missed.
2. Upon return to work, the professional employee will complete and submit to their supervisor a "Request for Permission to be Absent from Regular Duty" leave form, stating what type of leave is requested for the day(s) missed.

L. Sabbatical Leave:

The Board may grant sabbatical leaves of absence for full-time faculty (professional employees) in accordance with the following provisions:

- a. Full-time faculty members (professional employees) may be eligible for a sabbatical leave after seven years of full-time continuous service as a professional employee of the College.
- b. A sabbatical leave may be granted for a faculty member to pursue an approved degree program or other appropriate study, to do research and publication in their academic field, to pursue appropriate post doctorate work, or to participate in approved work experience. It shall be the responsibility of the Chief Academic Officer to find sabbatical replacements. The association agrees that part-time professional employees or adjunct instructors may be used for these replacement purposes.
- c. A sabbatical leave shall not exceed two consecutive semesters.
- d. Professional employees who have been granted and actually use a sabbatical leave in accordance with this Section may receive the sum of money which would be the difference between what the College would have paid that employee to have fulfilled the teaching requirements of their primary contract during that leave as opposed to what the College actually had to pay an adjunct instructor, part-time employee or other person to perform those duties. Otherwise, sabbatical leaves are without pay.
- e. If a professional employee on sabbatical leave qualifies for a more advanced pay column the semester he/she returns to teaching at the College, the employee's contract will be adjusted at the time of the completion of the required work and appropriate certification thereof.
- f. If a faculty member is on sabbatical leave during one semester of an academic year and teaches at the college during the other semester of the same academic year, the semester taught will count in determining number of years of teaching experience.
- g. 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 15 and applications for leave for the spring semester of an academic year shall be submitted by the preceding May 1. Applications shall be in writing and shall be submitted to a sabbatical screening committee composed of five members: two faculty members elected by the faculty association, the president or designee, the chief academic officer, and the chief financial officer. The president or designee shall serve as the chairperson.

Within thirty days after the close of dates for receipt of an application for sabbatical leave, the sabbatical screening committee shall recommend approval or disapproval of the requested sabbatical leave. If the application is approved by the sabbatical screening committee, the same shall be submitted by the president to the Board of Trustees. The Board of Trustees shall act upon requests for sabbatical leave at a meeting held following the recommendation for approval or disapproval by the sabbatical screening committee. The president shall promptly notify the faculty member of approval or disapproval of his/her request. The faculty member shall have twenty calendar days after Board approval to make a final commitment in writing to the president that the approved sabbatical leave shall actually be taken.

- h. Before any leave is granted, the faculty member shall agree in writing the he/she shall return to service at the expiration of such leave to teach at Highland Community College for a period of at least one year thereafter.

- i. Faculty members shall be eligible for a second sabbatical leave after seven years of full-time continuous service following the previous sabbatical leave, .conducting research and publication
- j. There shall be a limit of two faculty members on sabbatical leave during any semester
  - 1. If there are more than two (2) faculty members who apply for a sabbatical leave during the same semester then the Board may determine which two (2), if any, faculty members shall be granted the sabbatical leave based upon the following criteria:
    - a) First preference to the person who meets the College's greatest institutional need as determine by the Administration
    - b) Second preference to the person with most seniority or longevity with the institution.
    - c) Third preference to the person pursuing a Doctorate degree.
    - d) Fourth preference to the person conducting research and publication.
    - e) Fifth preference to the person engaging in related work experience.

## **VII. BENEFITS**

- A. Medical and Dental Insurance
 

The Board shall pay for full premium single coverage medical and dental insurance benefits for any full time professional employee enrolled in the College plan.
- B. Insurance Premium Refunds
 

Any refund received from the group medical carrier which refund represents only funds paid by the professional employees as premiums, shall be used as reserve funds for future medical and/or dental premiums of professional employees.
- C. Group Life Insurance
 

Each full-time professional employee shall be covered by a \$50,000 group life insurance policy, together with \$50,000 accidental death and dismemberment insurance policy, payable to the beneficiary named by the professional employee.
- D. Retirement
 

State of Kansas retirement system (KPERs) participation as required by statute of full-time professional employees.
- E. Tax Sheltered Annuity Program
 

A tax sheltered annuity program provided under the Internal Revenue Code is available to all professional employees of the College. Insurance and annuity companies that wish to enter into annuity agreements with professional employees of the College must be approved by the Board. Professional employees who wish to enter into annuity agreements with approved insurance and annuity companies must complete an authorization form for payroll deductions and submit it to the business office of the College. The College reserves the right to limit the tax sheltered annuities being offered to those agreeing to comply with IRS regulations and guidelines set out by the college's third party administrator.
- F. Internal Revenue Code Section 125 Cafeteria Plan
  - 1. The Board shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code.
  - 2. Each professional employee may elect to execute a salary reduction agreement with the Board. Contribution under a salary reduction agreement shall be designated by the employee for the purchasing of a benefit or benefits from the following Board approved plans:
    - a. Family group health insurance
    - b. Salary protection insurance
    - c. Disability income insurance
    - d. Cancer insurance
    - e. Dependent care assistance
- G. Workers' Compensation
  - 1. All professional employees shall be provided worker's compensation coverage by the Board, which at the Board's option can be through self-funding or by the Board's selection of an Insurance Carrier.
  - 2. Any professional employee who is accidentally injured in any way while in the performance of duties for the College shall immediately report such injury to the office of the Chief Academic Officer.
- H. Course Enrollment
 

Professional employees and their dependents may attend classes at the College with the following fees being waived: activity fee and instruction fee (book rental). Professional employees may make application on behalf of their children to the Vice-

President for student services for tuition only scholarships for course work in which the children enroll at the College. Such applications shall not be denied without just cause.

I. Professional Growth/Tuition Assistance

1. Applicable Graduate Hours: The Board supports individual academic growth by granting each full-time professional employee (15 or more credit hours or equivalent per semester) the opportunity to receive **\$250.00 per credit hour** or the full amount of tuition, whichever is less, for applicable graduate hours as defined in paragraph I. A. herein and as pre-approved by the Chief Academic Officer. The Professional Employee shall be obligated to the college for two years of employment with HCC for each year the Professional Employee receives tuition assistance not to exceed a maximum of four (4) years. The Professional Employee, who leaves before fulfilling the obligation shall be required to reimburse the college for tuition assistance received plus \$1,000.00
2. Continuing Education Hours: Full-time professional employees (15 or more credit hours or equivalent per semester) who enroll in and successfully complete other relevant continuing education courses, which do not qualify as applicable graduate hours, as defined in paragraph I. A. herein, shall be eligible to receive up to \$200.00 per credit hour or full tuition, whichever is less, with the pre-approval of the Chief Academic Officer.

J. Activity Pass

The Board agrees to provide to professional employees and their dependents passes granting free admission to all College athletic events, College plays and College concerts provided, however, that the event is not a College sponsored event for fund raising purposes.

K. Performance Based Initiatives

The parties (HCC Administration and Faculty Association) agree to form joint committees consisting of six individuals, three from each side, to study issues related to the development of an increment of applicable steps for movement of the professional employee who is a non-degreed instructor and the development of an Academic Rank Policy. A written analysis shall be provided to the President on or before June 1, 2015.

## **VIII. GRIEVANCE PROCEDURE**

A. The Board recognizes the right of professional employees to express their grievances and to seek a solution concerning disagreements arising from working conditions, including any claims of discrimination or harassment, employment practices or differences of interpretation of policy which might arise between the Board and its professional employees.

B. The procedure for processing grievances shall be as follows:

1. Should a professional employee feel, after oral discussion with the supervisor, that the professional employee's rights under Board policy have been violated, the professional employee may originate a grievance. The professional employee and/or his/her representative shall, within fifteen (15) working days of the date the grievance occurred, present the facts, in writing, to the proper supervisor. The decision of such official shall be made, in writing, to the professional employee within ten (10) working days.
2. Should the professional employee decide that the reply of the supervisor or department head is unsatisfactory, the professional employee shall, within ten (10) working days, submit an appeal to the President of the College. The decision of the President shall be made, in writing, to the professional employee within ten (10) days.
3. Should the professional employee decide that the reply of the President is unsatisfactory, the matter may be appealed, within ten (10) working days, to a Grievance Committee which shall be established as follows:
  - a. The professional employee may designate one (1) member who is an employee of the College.
  - b. The President shall appoint one (1) member who is an employee of the College.
  - c. The two members appointed who are members of the College, as provided in a) and b) above, shall agree upon a third member who is an employee of the College.
  - d. In the event the professional employee's representative and the President's representative cannot agree upon a third member of the Grievance Committee within a period of ten (10) working days, the President of the Board shall designate a third member who is an employee of the College.
  - e. The Grievance Committee shall meet within a period of ten (10) working days after the appointment of the third member of the committee and set the matter for hearing and shall render its decision as promptly as possible. A decision of the Grievance Committee may be reached upon the concurrences of any two (2) of the three members.
  - f. The Grievance Committee shall keep a complete record of any hearing before it, including any exhibits or papers submitted to it in connection with the hearing and a complete transcript of any testimony taken. Upon rendering its decision, the complete record shall be filed in the office of the President and shall be available to the professional employee.
4. In the event the decision of the Grievance Committee is unsatisfactory to either the professional employee or the President, either may, within ten (10) working days after the receipt of the decision of the Grievance Committee, file a written notice of appeal to the Board.
5. Upon receipt of the notice of appeal, the President of the Board shall cause the transcript of the hearing before the Grievance Committee to be filed with the Board. The Board shall review such record and render its decision within thirty (30) calendar days from the receipt of the completed transcript of the hearing. The decision of the Board, upon such review, shall be final.

C. Right of Professional Employees to Representation

1. No reprisals of any kind will be taken by the Board or administration against any participant in the grievance procedure by reason of such participation.
2. A professional employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a Grievance representative selected by the Association. If a professional employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

D. Miscellaneous

1. The number of days indicated at each level should be considered as maximum and every effort will be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the days shall be those days during which the College office is open for business.
3. If the Board or any of its administrative staff do not present a written decision within the time allotted after a grievance hearing, such failure to act shall be an admission that the grievance was justified and the aggrieved professional employee shall receive the remedy sought.
4. If, in the judgment of the Association, a grievance affects a group or class of professional employees, the Association may initiate and submit such grievance in writing to the President directly. The Association may process such a grievance through all levels of the grievance procedure even though there is not an aggrieved professional employee who wishes to do so.
5. Decisions rendered after the informal conference will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association or its designee.
6. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

## **IX. EMPLOYEE EVALUATION PROCEDURE**

A. Procedure for Evaluation of Professional Employees Job Performance

1. Evaluator shall be defined as the professional employee's immediate supervisor responsible for the Employee Evaluation Report of the professional employee.
2. Within four (4) weeks of the beginning of each school year the evaluator shall review with each professional employee to be evaluated during the current academic year the evaluation procedure, including the criteria for evaluation and instrument to be used for the required observation(s). A professional employee hired or reassigned after the beginning of the school year shall be notified by the evaluator of the evaluation procedure, including the criteria for evaluation and instrument used for the required observation(s). No required observation shall take place until such orientation has been completed.
3. Professional Evaluation Schedule
  - a. Professional employees in their first two (2) consecutive years of employment at the College shall be evaluated at least one (1) time per semester by not later than the 60th school day of the semester. Additional evaluations may be scheduled as needed in order to provide new professional employees with adequate assistance in strengthening and improving job performance.
  - b. Professional employees in their third and fourth years of employment at the College shall have at least one (1) evaluation per year. The evaluation shall be completed by not later than February 15. Additional evaluation(s) may be scheduled as needed in order to provide adequate assistance in strengthening and improving job performance.
  - c. After the fourth year of employment, professional employees shall be evaluated at least once every three-(3) years by no later than February 15 of the school year in which the professional employee is evaluated.
  - d. Should the evaluation reveal potential problems in job performance, the evaluator shall inform the professional employee, using the professional employee evaluation recommendation summary, of the specific problem area(s) and provide suggestions and recommendations for improving the quality of the professional employee's job performance.
4. A pre-evaluation conference shall be held between the evaluator and the professional employee at least ten (10) school days prior to each evaluation so that the objectives, methods, and materials of the evaluation may be reviewed.
5. The evaluator shall make at least one (1) classroom visitation of 20 minutes or longer duration prior to completion of the Employee Evaluation Report if instruction is a primary contract provision. The observation shall not interrupt normal classroom procedure.
6. A post-evaluation conference between the professional employee and evaluator shall be arranged at a mutually agreed time within ten (10) days following completion of the Employment Evaluation Report. The purpose of the post-evaluation conference is to provide feedback by the evaluator to the professional employee. This will include, but not limited to, discussion of Student Assessment of Professional Employee since last evaluation, classroom visitation, plans of action since last evaluation, job description, Professional Employee Evaluation Report and Professional Employee Evaluation Recommendation Summary.
7. The Professional Employee Evaluation Report must be signed by the evaluator and the professional employee acknowledging only that a post-evaluation conference was held and that the professional employee is aware of the

contents of the evaluation report and that it has been thoroughly discussed with him/her. The professional employee may affix a response to any Employee Evaluation Report.

8. Signed copies of the Professional Employee Evaluation Report and Professional Evaluation Recommendation Summary shall be provided to the professional employee.
9. Any evaluation in the professional employee's file will be removed and destroyed upon written request of the professional employee anytime after five (5) years from the date of the evaluation.
10. Student Assessment of Professional Employees:
  - a. The evaluator or his/her designee shall administer a student assessment of each class taught by the professional employee on a survey form provided by the Chief Academic Officer. The evaluator and the professional employee shall jointly determine the date of the assessment. A summary of the results of such assessment shall be made available to the professional employee.
  - b. The student assessments shall be retained for a period of three years. Professional employees shall have the right to review the student assessment forms if the professional employee disputes the summary results.

**B. Professional Development Plan**

Annual Report: Each professional employee will submit an "Annual Report" covering the previous calendar year with the following information by April 1 of each year. The VPAA will provide faculty with student ratings reports from the previous fall semester by February 1<sup>st</sup>:

- Classes taught during the year
- Including how many students were in each
- Brief reflection on each class including a summary of the student ratings (for classes that were evaluated by students)-both the numeric summary numbers and student comments
- Thoughts by the faculty of revisions that are planned for the next time the class is taught in response to what the faculty has observed about student learning, student feedback about the class, their own assessment of their teaching, or other factors (such as necessary up-dates due to changes in technology, knowledge in the discipline, etc.)
- What steps the faculty person might be contemplating that would lead to professional growth (in teaching, in their discipline, in academic leadership, etc.) and, if appropriate, propose a specific plan to accomplish the steps.
- Another section would address committee work, community service outreach, professional development during the year etc.

**C. Probationary Status Due to Evaluation**

A professional employee may be placed on probation due to unsatisfactory job performance. Placement of a professional employee on probation for unsatisfactory teaching performance shall occur only after specific written notice of the teaching problem(s) has been provided to the professional employee as required in paragraph 3.d. above. During such probationary period, the administration shall provide assistance to improve the professional employee's unsatisfactory performance. The nature of such assistance shall be determined by the administration. Specific requests for assistance by the professional employee shall not be unreasonably denied. Such assistance may include classroom visitation by administrative and supervisory personnel, release from teaching duties to observe another professional employee or to attend an approved professional workshop or any other assistance as the responsible administrative personnel shall consider appropriate. Nothing in this provision shall limit the Board's right to terminate or non-renew a professional employee for unsatisfactory teaching performance in accordance with state law or this agreement.

**D. Student Assessment Between Evaluation Semesters**

During off-evaluation academic years professional employees shall have students evaluate their classes according to a rotating three-semester schedule based on academic discipline (schedule is attached to show the pattern through Spring 2013). During the semester in which the professional employee's discipline is scheduled for student evaluations, all sections of those classes will be evaluated by students. These evaluations may be part of the 3-year review for professional employees who are on continuing contract.

**E. Part-Time Professional Employee Evaluation**

The evaluation of an individual's professional job performance shall follow the timelines for other professional employees. The evaluation should be based on a job description and evaluation materials pertinent to the employee's job assignment.

## **X. OUTSIDE EMPLOYMENT**

Professional Employees will be expected to devote full time to their positions with the College. No outside employment will be allowed which will interfere or conflict with the professional employee's scheduled classroom work or office hours, or any other College required schedules, or be considered a professional conflict of interest as determined by the Chief Academic Officer. If the professional employee is dissatisfied with the decision concerning conflict of interest, they may appeal same to the President. The President's determination will be final.

## **XI. PERSONNEL FILES**

- A. Open to Professional Employee: There will be maintained only one professional personnel employee file. Any professional employee's file shall be open to the inspection of the professional employee during regular business hours. The professional employee shall have the right to respond to all materials contained in said file. Such response shall become part of the file. The professional employee shall receive a copy of any record of a complaint against such professional employee if, and at the time, it is placed in the professional employee's file.
- B. Right to Reproduce Contents: The professional employee and/or his/her representative shall have the right to reproduce the contents of his/her file.

## **XII. ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Access to Buildings: The Association shall be permitted to use College buildings and meeting rooms for the purpose of transacting official Association business provided that the College is in normal operation and that classroom activities are not interrupted. Authorization for such use must be obtained through a Facility Reservation Request filed in a timely manner.
- B. Bulletin Board and Mail Service
1. The Association shall have the right to post notices of activities and matters of Association concern on a designated bulletin board.
  2. The Association shall have the use of the professional employee mail boxes and employee electronic mail (e-mail) for the dissemination of communication to professional employees.
- C. The Association shall be provided, without cost, a copy of the Board's Regular Meeting packet devoid of any privileged or confidential materials at the time such packet is made available to Board members.
- D. Payroll Deduction of Dues: Within thirty (30) calendar days after receipt of written authorization from the professional employee, the College shall deduct from the salary of the professional employee and make remittance for:
1. KNEA Dues. Such authorization shall continue in effect from year to year. Pursuant to such authorization the Board shall deduct one-twelfth (1/12) or appropriate amount of such dues from the regular salary check of the professional employee each month. Amounts to be deducted shall be supplied the Board through a schedule established by the Association. Any balance due upon the professional employee's termination of employment shall be deducted from such individual's final check. Prior authorizations existing on the effective date of this Agreement shall continue in full force and effect into this and successor agreements unless and until revoked in writing by the professional employee between July 15 and August 1 of any year.
  2. The College shall transmit to KNEA the total monthly deduction for the professional dues within ten (10) school days following each regular pay period.
  3. Responsibility for Remittance of Dues: If a payroll warrant is not issued to an KNEA member during any one or more of the months covered in the period indicated, the College assumes no responsibility for payments not made to KNEA.
  4. Lump Sum Distribution: For any professional employee electing to take a lump sum salary payment upon completion of all contractual obligations in accordance with K.S.A. 74-4940, the Board shall make the appropriate KNEA dues deduction from the lump sum salary payment and remit the amount so deducted to the **KNEA** at the time lump sum deductions are made.
  5. Release and Indemnification: The Association shall indemnify and hold the Board harmless from any liability resulting from any and all claims, suits, or any actions arising from compliance with the provisions of this Agreement, or in reliance on any list, notice, certification or authorization furnished under this Agreement between the parties for deduction.
- E. Use of College Equipment: The Association shall have the right to use College equipment including typewriters, calculating machines, computers, data processing equipment, and audio-visual equipment when such equipment is not otherwise in use. The Association shall have access to photocopying equipment through the administrative procedures established by the President for professional employees in the fulfillment of their duties and responsibilities.
- F. Reproduction of Agreement: Copies of this Agreement shall be reproduced at the expense of the Board and one copy shall be presented to each professional employee now employed or hereafter employed during its life. The Board shall furnish fifteen (15) copies of this Agreement to the Association for its use.
- G. Investigative Interviews: When employees are summoned by a superior for an investigatory interview and the employee reasonably believes that discipline may result for that employee from the investigation. Upon request, that employee is entitled to have a KNEA or faculty representative attend the interview. The representative shall not participate in the interview, nor interrupt or disrupt same, and may only advise the interviewed employee of his/her rights during that process. The employee shall be provided with reasonable notice, but not to exceed twenty-four (24) hours, that the interview will be held.

## **XIII. POSTING OF VACANCIES**

The President shall cause to be posted on the College's intranet position notices for known college teaching, administrative and supervisory positions.

## **XIV. REDUCTION IN FORCE**

- A. The Board has the sole discretion to establish, add, delete, or change its employment needs including specifically all positions included within the bargaining unit.
- B. In the event that a reduction in force becomes necessary, in the sole discretion of the Board, members of the bargaining unit whose positions are eliminated will be considered for transfer to other positions should there be vacancies at the time the reduction in force takes effect for which the person is qualified and can meet the job requirements.
- C. In the event a reduction in force becomes necessary, members of the bargaining unit will be reduced on the basis of their qualifications and seniority.
1. The professional employees being considered for Reduction in Force shall be ranked in numerical order (1, 2, and 3 etc., with 1 being the highest ranking) by the Administration in the following categories: Seniority, degrees and credit



hours related to the position, previous experience related to the position, and evaluations. If two or more of the employees are equal in one of the categories, they will receive the same ranking in that category. Those rankings will then be used in the following formula: RIF Value= 40% (seniority) + 20% (degrees and credit hours related to the position) + 20% (previous experience related to the position) + 20% (evaluations). The professional employee with the highest "least favorable" RIF value will be the employee eliminated in the Reduction in Force procedure.

2. "Seniority" shall be defined as continuous, full-time employment at HCC.
3. Members of the bargaining unit who are not on a continuing contract would be released before the reduction in force policy would be applied to those on a continuing contract.
4. Evaluations will include administrative and student evaluations.
5. Relatedness of degrees and credit hours to the position being eliminated and relatedness of previous experience to the position being eliminated shall be determined by the President and Chief Academic Officer at the time the reduction in force policy is to be applied in the same manner as that used for determination or qualifications for initial placement as outlined in Article IV. A., Compensation.

D. Provisions for recall are outlined below.

1. A Continuing contract member of the bargaining unit who has been laid off according to Section C of this Article from a bargaining unit position will, as provided in Paragraph 4 of this Section, be offered recall to the specific bargaining unit position from which he/she was laid off if that specific position becomes available.
2. A Continuing contract member of the bargaining unit laid off according to Section C of this Article from a bargaining unit position will, as provided in Paragraph 4 of this Section be offered recall to a bargaining unit position with the same job responsibilities and duties from which he/she was laid off and for which he/she is qualified and can meet all job requirements, if such a position becomes available.
3. Continuing contract members of the bargaining unit who are laid off according to the provisions of Section C of this Article will, as provided in Paragraph 4 of this Section, be given first preference in reverse order of layoff for vacancies in other bargaining unit positions for which they are qualified and can meet all job requirements.
4. Continuing contract members of the bargaining unit non-renewed due to a reduction in force shall retain the right to recall for twenty-four (24) months after the date such bargaining unit member's non-renewed contract expired. Thereafter, the provisions of this Article shall expire as to such member.
5. Any Continuing contract member of the bargaining unit who has been non-renewed due to a reduction in force shall retain credit for the length of his/ her service up to the time of the reduction in force but shall not be entitled to earn additional credit for service or receive contracted benefits during the time such bargaining unit member is laid off.
6. Any professional employee who has been non-renewed due to a reduction in force may retain the right to participate in the college's insurance program for up to 18 months, provided he/she pays for such coverage.

## **XV. RELEASE FROM CONTRACT**

A. Release from contract

1. Any instructor under contract, including a continuing contract, with the Board of Trustees of Highland Community College, who requests a release from that contract after May 15 of the year preceding the contract year, shall be subject to liquidated damages if the request is granted. Exceptions to this provision may be made on a case-by-case basis at the discretion of the college administration. The said damages shall be as follows:

June 15 - June 30	\$ 600.00
July 1 - August 1	\$1,200.00
August 1 - Sept 1	\$3,000.00
After Sept 1	20% of remaining salary to be paid per individual employee contract

2. For Professional Employees in the RN program, the said damages shall be as follows:

September 15 – September 30	\$ 600.00
October 1 – November 1	\$1,200.00
November 1 – December 1	\$3,000.00
After December 1	20% of remaining salary to be paid per individual employee contract

**AGREEMENT PROVISIONS AND SIGNATURES**

THIS AGREEMENT is made and entered into by and between the Board of Trustees of Highland Community College (hereinafter "Board"), and the Highland Community College - NEA (hereinafter "Association"). This Agreement is the result of good faith collective negotiations which have been conducted under the requirements of and directives of the Professional Negotiations Act (K.S.A. 72-5413 et seq.).

The provisions of this Agreement apply to all employees who are in the professional employees bargaining unit as defined herein. All terms and conditions of professional service not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor to this Agreement. Each party has had the right and opportunity to make demands and proposals with respect to all negotiable subjects and therefore each agrees that the other will not be obligated to negotiate during the life of this Agreement on any item, whether contained herein or not.

This Agreement has been ratified by the professional employees bargaining unit members and the Board and shall constitute Board policy for the period specified. This Agreement between the Board and the Association is to be for a three (3) year term beginning August 1, 2014, and ending July 31, 2017.

HIGHLAND COMMUNITY COLLEGE-  
Faculty Association

HIGHLAND COMMUNITY COLLEGE-  
Board of Trustees

\_\_\_\_\_  
Shayna Leahy, President

\_\_\_\_\_  
Joyce Simpson, Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date