MASTER AGREEMENT

2026-2027

COWLEY COLLEGE

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A G R E E M E N T

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

ARTICLE I – General Purposes

1. RECOGNITION

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

2. SAVINGS CLAUSE

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

3. RETAINED RIGHTS OF THE BOARD

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

teaching activities, and the terms and conditions of employment, except as set forth in this agreement; and

5. to determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of faculty members.

b. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and procedures in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the constitution and laws of the State of Kansas and the Constitution and laws of the United States.

c. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

d. Nothing contained within this Article shall diminish, negate, or abrogate any article or provision of this Master Agreement.

4. ASSOCIATION AND MEMBER RIGHTS

a. Both the Board and the Association recognize the rights of Professional Employees as set forth in 72-5414.

b. The Association shall be entitled to public documents as provided by Kansas statutes and Board policy.

c. The Association shall have the right to appear at Board meetings as provided by Board policy concerning such matters.

d. The Association shall be entitled to use College facilities and equipment, subject to availability and scheduling as directed by the Administration. The Association shall pay for the cost of supplies, but no charge shall be made for use of facilities and equipment.

e. The Association shall have the right to use College mail services, professional mail boxes, and College e-mail for Association business. The Association shall have the right to use the college website to communicate information as mutually agreed upon by the Association and Administration.

5. SHARED GOVERNANCE

In support of the vision, mission, values, and guiding principles of Cowley County Community College; the Board, administration, staff and faculty recognize their joint responsibility for open communication and the mutual benefits which are derived from a philosophy of shared governance, agreeing that those affected by policy or procedure should participate in its development. All parties previously mentioned agree to work together in the process of continuous quality improvement in developing policy and procedure recommendations and also recognize the value of sharing in decision-making processes which impact employees, students and future planning of the College. This

mutual commitment to shared governance processes does not supersede the legal obligations of the Board or its designees to make final policy and procedure decisions.

6. MAINTENANCE OF STANDARDS

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

7. NONDISCRIMINATION

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

8. ROUND TABLE DISCUSSION COMMITTEE

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

9. FEEDBACK FROM PROFESSIONAL EMPLOYEES REGARDING THE PRESIDENT AND EXECUTIVE COUNCIL MEMBERS

Professional Employees shall be given the opportunity to formally provide feedback regarding the President and Executive Council members. This feedback will consist of forms made available annually by the Association on April 15 for faculty members to complete by May 1. The completed feedback forms regarding the President will be submitted directly to the designated Board representative, and all other feedback forms will be submitted to the College President. The structure and content of the feedback form will be reviewed every three years by a committee consisting of a Board representative, the College President, the CEA President, and a CEA representative.

ARTICLE II – Professional Workload

1. PROFESSIONAL EMPLOYMENT CONTRACTS

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

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

Professional employees teaching in programs that are required by a governing body or regulatory agency to have additional days, work hours, or credit hours will be paid in a supplemental contract based on overload or extended service days as mutually agreed upon by the VPAA, the department chair, and the Association President or designee.

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

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

2. INSTRUCTIONAL HOURS

Professional Employees contracts are considered to be (30) credit hours per academic year. A full-time faculty normal load is considered to be 15 credit hours per semester. If credit hour load is reduced or release time is granted by the Chief Academic Officer, then comparable and equitable duties as mutually decided upon by the instructor, Department Chair and the Chief Academic Officer will be assigned.

3. POSTING OFFICE HOURS

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

a. A schedule of classroom and office hours shall be posted by each Professional Employee. Professional Employees may post up to two of their office hours as e-hours. During this time, the employee will be available for online chat, course discussion, or other methods of communication.

b. Professional Employees may take one (1) flex hour for each writing intensive course section taught, up to five (5) hours. Courses considered to be writing intensive are limited to Composition I, Composition II, and Creative Writing. Flex hours are intended to be used for at home grading on weeks of major assignments and as additional student conference times during weeks in between. At no time shall the Professional Employee drop below twenty-five (25) hours per week on campus.
c. At no time shall a Professional Employee in an academic department have fewer than eight (8) office hours per week, except Professional Employees in the Career and Technical Education Department and those teaching studio classes in visual arts, who are required to post a minimum of five (5) office hours per week.
d. Professional Employees that are instructors of applied music lessons will receive one (1) credit hour of regular contract time for every two (2) applied music student contracts.
e. For credit hours taught above 24 hours for the semester term (excluding special sessions and FYE), the Professional Employee will add one (1) hour of office time per week to his or her schedule for each three (3) hour increment over twenty-four (24). If the hours are not divisible by three, they will be rounded up or down to the nearest increment.
f. Professional Employees are expected to adjust office hours to participate in department meetings, required college meetings, advising, and individual student conferences, when possible.
g. Professional Employees are exempt employees and not eligible for overtime. It is understood that a Professional Employee shall devote whatever time is required to satisfy the job expectations of the employee's primary contract and any supplemental contracts.
h. A Professional Employee who finds it necessary to leave the campus for emergency or school business during the employee's posted hours shall notify the department chairperson, the Chief Academic Officer or designee, or the secretary of the Chief Academic Officer before leaving campus. The information provided by the employee shall include where the Professional Employee may be reached and the expected time of return.

4. CLASS SIZE

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

ARTICLE III – Compensation

1. SALARY SCHEDULE

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

a. New Hires - The following Salary Schedule for new Professional Employee hires shall become effective August 1, 2025.

2026-2027 Professional Salary Schedule General Education
Classification

A	B	C	D	E	F	G
B.S. or Equivalent	B.S. +18	M.S.	M.S.+18	M.S. + 36 or MFA	M.S. +54	Doctorate
45,453	46,428	47,937	49,193	50,822	52,155	53,662

2026-2027 Professional Salary Schedule Career and Technical Education
Classification

A	A2	B	C	D	E	F	G
A.S	A.S+18	B.S./B.S. +18	M.S.	M.S.+18	M.S. + 36 or MFA	M.S. +54	Doctorate
45,453	46,281	46,995	47,937	49,193	50,822	52,155	53,662

The compensation referenced above includes the minimum base salary for teaching 15 credit hours for a particular education level. Initial salary above the base will be determined by Procedure 240a found in the appendix of this document.

Faculty in Career and Technical Education programs are generally required to teach overload courses to ensure student program completion. Additional earning opportunities such as overload courses and advising may be available as outlined in this agreement.

b. Each professional employee who qualifies will receive a 3 percent increase to his or her final 2025/2026 base salary.

c. Each professional employee who qualifies will receive a one-time appreciation stipend of $1,200.

2. GUIDELINES FOR IMPLEMENTATION OF THE SALARY SCHEDULE

All Professional Employees shall be assigned to the Salary Schedule, through the following guidelines, subject to the approval of the Board.

a. For new Professional Employees hired by the College, base salary shall be determined by the Department Chair, Chief Academic Officer, and the Chief Business Officer based on approved work experience and education as outlined in Procedure 240a *Hiring Qualified Faculty*. In no event is a new Professional Employee to be assigned a salary higher than a person already on the faculty with the same or more experience and education.
b. Upon employment of a Professional Employee, a written recommendation shall be submitted by the President to the Board.
c. Professional Employees who satisfy requirements for advancement on the Salary Schedule during the summer must present documented evidence of course completion to the Chief Academic Officer no later than August 20, in order to qualify for an amended contract for the ensuing year. Advancement pay shall be the equivalent of the difference in base pay from the previous classification to the new classification.
d. Approved professional development hours can be used for additional compensation at a ratio of 15 clock hours of qualified professional development/workshop time or noncredit coursework toward certifications equivalent to 1 credit hour. The rate of pay increase will be $700 for each 15 credit hours (225 clock hours) earned if an industry recognized certificate is obtained or 18 credit hours (270 clock hours) if no certificate is obtained. Lateral movement on the pay scale requires approved college credit hours to change faculty classification. Approved hours are determined by the Academic Affairs Office. Professional employees can utilize this increase up to three (3) times.

Years of Service Credit

e. In recognition of the value and institutional knowledge long term faculty members provide to students, academic departments, and the advancement of the College core values, faculty will receive additional compensation for each service milestone outlined in the chart below. The years of service credit will be implemented as a stipend, not subject to Cost-of-Living increases, by the following procedure:

Prior to the issuance of faculty contracts, the VPAA will determine the total full-time, continuous years of Cowley service, calculated August 1, for each full-time faculty member and provide the appropriate years of service credit to the CFO for addition to each faculty members' compensation.

Total Years of Cowley Service	Years of Service Credit
3 – 4 Years	$400
5 – 9 Years	$700
10 – 14 Years	$1400
15 – 19 Years	$2100
20 – 24 Years	$2800
25 years or greater	$3500

f. Professional Employees on Administrative Review shall not be eligible for an increase in salary or years of service credit.

3. FRINGE BENEFITS

The Board will pay a monthly nine hundred, twenty dollar ($920) fringe benefit allowance to each full time Professional Employee. Each full time Professional Employee shall allocate the sum contributed to his/her credit to participation in the College sponsored group health/dental insurance plan at least at the single membership level and remaining sums among the other various fringe benefits in the plan. However, if the Professional Employee's spouse is also a College employee, the Professional Employee or the spouse will have the following options:

a. Professional Employee and spouse both participate in the College sponsored group health/dental insurance plan at least at the single membership level.
b. Professional Employee or spouse participate in the College sponsored group health/dental insurance plan at the
    i. Family membership level, with coverage for the other spouse and children.
    ii. Employee + Child membership level, spouse will maintain single membership.
    iii. Employee + Spouse membership level

The spouse not participating in the health/dental insurance plan will receive the difference between the Board fringe benefit amount and the cost of health/dental insurance plan at the single level to be used by the employee among the other various benefits in the plan or as salary.

4. PAYROLL DEDUCTIONS

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

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

5. UNIFORM PROFESSIONAL BASIC EMPLOYMENT CONTRACT PAYMENT DATES

Payment for services of Professional Employees shall be no later than the administrative office's last working day in each month. Supplemental contacts/overload shall be paid in October/December, March/May, and payment for summer semester will be separated into June and July paychecks.

6. SUPPLEMENTAL CONTRACTS (OVERLOAD)

a. Overload shall be paid at the rate of six hundred dollars ($600.00) per credit hour.
b. Natural Science Instructors who teach an onsite lab course during the summer or as an overload will be paid a stipend equal to one credit hour for lab preparation and extended lab instructional time.
c. Professional employees shall receive a semester travel stipend for teaching assignments that require transit between two sites on a given day. Reimbursement for mileage will not be given. The travel stipend shall be paid according to the following table for the total number of trips made during the semester. Required trips to be determined by the VPAA in conjunction with the department chair.

Number of trips per semester	Compensation for total trip distance of up to 50 miles	Compensation for total trip distance greater than 50 miles
8 to 12	$120	$180
13 to 18	$180	$270
19 to 24	$250	$375
25 to 32	$335	$500
33 or more	$420	$630

d. Professional Employees may be offered extended service contracts with compensation for teaching assignments outside of their contracted days or for non-teaching duties. Contracts shall be reviewed by the professional employee's department chair, Academic Affairs Council and the Chief Academic Officer or designee, if submitted between August 1 and May 1, and reviewed by the department chair and the Chief Academic Officer or designee if submitted between May 2 and July 31.

   Compensation for extended teaching assignments not compensated as overload will be paid for additional days based upon the professional employee's contracted base salary rate divided by 172 days and a 6.4 hour work day. Compensation for extra duties performed for a non-teaching assignment, but requiring the Professional Employee's credentials, will be calculated at the base salary rate divided by 172 days (per day rate). Compensation for extra duties performed for non-teaching assignment (not requiring credentials) will be calculated at a rate of $30 per hour.

   Compensation will not be processed without appropriate paperwork, proof of completed duties, and adherence to the timeline outlined on the extended service request form.

e. A curriculum mentor may be appointed by the Chief Academic Officer (or administrative designee) in consultation with the department chairperson. The primary purpose of this position is to assure consistent content across all sections regardless of delivery mode. Curriculum Mentor duties shall be paid at $450 – 600 per semester as outlined in a supplemental contract as follows:
   - Orientation of faculty regarding syllabus, course content and student assessment
   - Review faculty syllabi for consistency and content
   - Address transfer issues
   - Update/revise program guide
   - Coordinate program alignment/core outcomes
   - Revise/update program grids

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

f. A lead instructor may be appointed by the Chief Academic Officer (or administrative designee) in consultation with the department chairperson to provide oversight of faculty in designated program areas. Lead Instructor duties shall be paid at $750 – 1000 per semester as outlined in a supplemental contract as follows:
   - All duties of curriculum mentor in addition to the following
   - Assist department chair in making teaching assignments
   - Conduct classroom observations of adjuncts and provide feedback

- Coordinate with adjuncts to provide orientation/training
- Assist department chair in addressing adjunct concerns
- Conduct/provide program reporting
- Monitor academic reporting of adjuncts
- Assist with training of department faculty specific to teaching area

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

g. A program director may be appointed by the Chief Academic Officer (or administrative designee) in consultation with the department chairperson to oversee a program that requires a significant amount of student contact that occurs outside the normal work day and is not compensated for based on the normal credit hour expectation. Director duties shall be paid at $2400- $3000 a year (with possible load reduction as well) as outlined in a supplemental contract. Compensation will be based on the number of duties required from the list below:
    - All duties of lead instructor in addition to the following
    - Prepare, submit and administer program budget
    - Conduct/supervise special programs, activities, events, performances, etc (E.g., student patrol, band performances, media, etc.)
    - Maintain lab/facilities, equipment, etc.
    - Advising (regular rates to be paid for advising individual students)
    - Coordinate advisory committee
    - Grant writing
    - Recruiting
    - School/business/industry relations
    - Assist/coordinate marketing
    - Coordinate internship program and supervise interns
    - May include other duties

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

h. All-College Professional Development Council Chair - A $575 stipend will be provided for an All-College Professional Development Council Chair who will fulfill the following roles:

    - Design the Schedule for the Day
    - Recruit Solicit Proposals from Presenters (in house and outside of the College)
    - Review Proposals for Appropriateness to PD Strands & College Core Values and make final choices

- Work with Presenters/Custodial/IT Team for specific room/technology set up for each space.
- Collect any presentation handouts or articles to be housed on the Cowley PD website
- Work with Web Designer for PD Web Page updates/Promotion/Archives, etc
- Work with Facilities to Reserve buildings/rooms
- Collaborate with Catering for final food choices and set-up
- Create registration form/monitor to ensure that all employees have registered
- Create, distribute, analyze employee surveys after each PD day to make changes to the following PD Day
- Maintain Budget
- Communicate with Academic Office to review schedule for the day
- Update PD Mission & Goals if needed (ensuring we align with College Core Values)
- Secure the budget dollars from the VPAA

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

7. ADVISOR

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

Advisors shall be compensated at the rate of thirty-seven dollars, fifty cents ($37.50) per assigned advisee per semester for those students enrolled in six (6) or more credit hours. An advisor may not be assigned or paid for more than forty-five (45) advisees. Payment for advising shall be recommended by the Chief Academic Officer after a review of all conditions and reports required to advise have been satisfactorily completed.

8. SUBSTITUTE PAY

The daily payment for short term substitute instructors shall be paid at the rate of twenty dollars ($20.00) per instructional contact hour for times outside of normal work hours. Special arrangements may be made with the CAO, in consultation with the department chair, when substitutes are needed for an extended period of time.

9. REIMBURSEMENT FOR TRAVEL

Reimbursement for travel will be administered via College Policy 131 and accompanying Procedure AP131.

ARTICLE IV – Leave

1. ABSENCE WITH PAY

Absence with pay is granted at the rate of seventy-seven (77) hours of leave for each academic year of employment, accumulative to a maximum of six hundred forty (640) hours. The College will pay each Professional Employee twenty-five dollars ($25.00) per 6.4 hours of unused time exceeding the six hundred forty (640) hour maximum accumulation limit at the end of each contract year in July. Professional employees working a normal thirty-two (32) hour work week will enter the actual number of hours for the absence, subject to normal college practices. Upon approval of the department chair, hours spent attending virtual meetings or delivering virtual content (video conferencing or recording videos) outside of normally scheduled hours or during the absence can be deducted from the time off requested. Professional employees who are required to exceed the thirty-two (32) hour work week to meet the minimum office hour requirement will enter a prorated number of hours jointly determined by a designated representative of the administration and the Association.

a. Professional Employees shall notify the Department Chair and department designee of his/her intent to be absent as soon as possible which includes a plan for student learning. The Department Chair will communicate the absence to the Chief Academic Officer or designee. Nonmedical absences on days deemed vital to the college (finals week, in-service, and graduation) and/or that extend beyond two (2) consecutive days require Chief Academic Officer approval prior to the absence. Chief Academic Officer approvals should not be unreasonably withheld.

b. When possible, a request for leave must be submitted no later than the day that the Professional Employee returns to work for medical related absences, and no later than the day prior to the absence for non-medical related absences. Efforts should be made to not interfere with instructional obligations.
c. Approved absences in excess of accumulated absence with pay are deductible from the employee's salary at the rate of eighty percent (80%) of the contractual salary per day of chargeable absence. Unapproved absences are deductible from the employee's salary at the rate of one hundred percent (100%) of the

contractual salary per day of chargeable absence.

d. A Professional Employee who presents a court subpoena or summons to his/her Department Chair shall be granted a leave with pay to serve as a witness or on a jury. Absences for jury duty shall not be deducted from accumulated absence with pay.

2. ABSENCE WITHOUT PAY

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

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

When the need for family/medical leave is foreseeable, the Professional Employee must give the College thirty (30) days prior written notice. If the need for family medical leave is not foreseeable, the Professional Employee must at least give notice to the College as soon as practical (within one or two (1 or 2) workdays of learning of the need for leave except for extraordinary circumstances).
If the Professional Employee takes family/medical leave he/she must contact the College on the first Tuesday of each month regarding the status of the condition and the employee's intention to return to work.

Family/medical leave is unpaid. If a Professional employee requests family/medical leave, any accrued paid leave of absence must first be substituted for any family/medical leave as allowed by law.
If a Professional Employee takes family/medical leave because of his/her own serious health condition and thereafter desires to return to work, the Professional Employee must provide medical certification that he/she is fit to resume work. If a Professional Employee fails to provide the return-to-work medical certification, he/she will not be permitted to resume work until it is provided.

3. SICK LEAVE BANK/ PAID PARENTAL LEAVE

The sick leave bank shall be established through days donated by full-time College employees to provide a benefit to employees who have encountered a qualifying event such as childbirth or catastrophic illness.

a. Eligibility

i. Professional Employees, including those employees who have contributed to the bank and who have been employed full time by the College for more than one year may apply for sick leave bank days.
ii. The Professional Employee must meet one of the two qualifying events: parental leave or catastrophic illness as detailed below.

b. Donating Days

i. An employee may donate, on a voluntary basis, to the sick leave bank a maximum of five (5) days on or before August 20, each year.
ii. Once sick leave has been donated to the sick leave bank, it cannot be restored to the individual.
iii. Professional Employee may not designate a particular employee to receive their donated time.
iv. Professional Employee who use sick leave days from the bank are not required to pay them back.

c. Application to the Sick Leave Bank

i. Contact the human resource office for the application guidance.
ii. All applications for sick leave bank time must be accompanied by a licensed physician's statement which states the beginning date of the condition, a description of the condition, and the anticipated date the employee will be able to return to work.
iii. A sick leave bank committee will make recommendations relative to the distribution of days and the eligibility of the employee for sick leave bank days. The Vice President of Finance and Administration shall serve as chairperson of the ad hoc committee, and the Vice President of Academics will appoint members to the committee to include the CEA President or designee, the Director of Human Resources, the Administrative Assistant to the President, one faculty member, and one hourly staff position.
iv. Approved applicants may be granted days from the requested start date until a combination of their personal time off and the bank days have reached a maximum of one hundred twenty (120) days or until the bank is exhausted. Each day equates to 8 hours. Days may be taken in whole or half day increments.
v. Approved sick leave days run concurrently with FMLA.
vi. Days in the sick leave bank may be distributed until the bank is exhausted.

d. Paid Parental Leave

Paid parental leave may be granted for up to 30 working days during the first six weeks immediately following the birth of a child or the placement of a child with an employee in connection with adoption, subject to a written plan detailing how the faculty members' courses will be covered and agreed upon by the department chair, employee, and VPAA. Professional employees that extend parental leave with paid time

off must continue to meet the conditions of the mitigation plan.

The purpose of paid leave is to enable the employee to care for and bond with a newborn or a newly adopted child.

i. In no case will an employee receive more than six weeks of paid parental leave in a rolling 12-month period.
ii. If the employee is approved for leave beyond the six weeks of paid parental leave, they must use their accrued personal time off.
iii. Professional Employees not returning to work after paid parental leave may be required to reimburse the sick bank hours used with the employee's remaining leave hours.

e. Catastrophic Illness

Catastrophic illness is defined as a severe condition or combination of conditions affecting the mental or physical health of the employee. Such illness or injury must be severe enough in nature to force the employee to exhaust all sick leave time earned by the employee and to, therefore, potentially lost compensation.

i. Catastrophic illness must require the services of a licensed physician who is authorized to practice medicine or surgery, as appropriate by the state in which the physician practices.
ii. Prior to granting sick leave from the bank, the applicant must have utilized all accumulated personal time off.
iii. A combination of the faculty's' personal time off and the days drawn from the sick leave bank may not exceed one hundred twenty (120) days total.

4. PROFESSIONAL LEAVE (SABBATICAL)

a. Purpose

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

b. Definition of Terms

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

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

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

Trustees will respond to the sabbatical leave applications, granting or denying such, on or before the April Board of Trustees meeting (following the February deadline for applications). A full written report by the Professional Employee on sabbatical leave regarding the use of the sabbatical leave is to be presented to the appropriate Dean for approval and to the President (or the President's designee) for approval. The date of said report to be as fixed and determined by the sabbatical leave conditions as they are individually set by the Board for each person.

6. The Professional Employee will take the leave the year it is granted. The College may at its discretion, however, offer to grant the requested sabbatical at a time more convenient to the College.
7. In those cases where a Professional Employee applies for and receives a sabbatical leave and is employed for work approved by the College, the payment from College funds (even though entitled to sabbatical leave conditions or half salary) shall be no more than the difference between the Professional Employee's College salary and the salary received during the outside employment; provided, however, in the event the Professional Employee shall receive compensation from the outside employer in an amount the same as or more than the Professional Employee's College contract, no salary will be paid by the College.

e. Number of Professional Employees on Sabbatical Leave

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

5. ASSOCIATION LEAVE

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

ARTICLE V – Benefits

1. GRANT-IN-AID

The Board will grant tuition and scholarship books for each Professional Employee, spouse, and/or dependent children (per Federal guidelines) enrolled at Cowley County Community College. The Professional Employee, spouse, and/or dependent children shall pay the incidental fees.

2. TUITION AND PROFESSIONAL DEVELOPMENT FUNDS

The College will establish a pool of ten thousand dollars ($10,000.00) to pay for the tuition of Professional Employees to continue their education, according to the following guidelines:

a. The application of tuition and general fees payment must be submitted two weeks in advance of enrollment in the course and approved by the Chief Academic Officer or designee. Exceptions to the two-week submission deadline may be made by the CAO.
b. The Professional Employee may apply for up to two thousand five hundred dollars ($2,500.00) in tuition and general fees reimbursement for any fiscal year.
c. The Professional Employee shall be in full-time service at the time that he/she qualifies for the tuition and general fees payment.
d. Tuition and general fees reimbursement plans must be pre-approved by the Chief Academic Officer. Upon completion of the class, proof of tuition and general fees payment and final grade should be sent to the Chief Academic Officer; then all paperwork must be sent to the President for final approval of payment.
e. Funds in the Tuition Reimbursement pool that have not been encumbered by March 1 will be transferred to the Professional Development pool for use during the remainder of the current academic year.

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

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

3. RETIREMENT BENEFITS (SICK LEAVE DAYS)

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

When a Professional Employee retires after ten (10) or more years of continuous full-time service with the College as a Professional Employee, the Professional Employee shall receive compensation for unused personal illness leave based upon one-half (1/2) pay for accumulated absence with pay, prorated according to the latest primary employee contract,

to a maximum of one hundred (100) days. Professional Employees shall not receive payment of unused personal illness leave in the event of termination, resignation, or any other circumstances except retirement, as noted above. Qualified Professional Employees shall notify the President, in writing of their intention to retire and of the effective date of retirement at least ninety (90) calendar days prior to the effective date of retirement.

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

After the retired Professional Employee is sixty-five (65) years of age, insurance benefits for the spouse and dependents terminate.

The Professional Employee who qualifies for the KPERS 85 points will be allowed to retire with the same insurance benefits as the Professional Employee who elects to retire at age sixty (60)

4. WELLNESS CENTER

The College recognizes that instructor health is related to instructor welfare. In support of this, Professional Employees, Professional Employees' spouses, and dependent children age sixteen (16) and over (under the Professional Employee's supervision) shall be allowed to use the Wellness Center during the hours of Wellness Center operations, without cost and without enrolling in a course. Professional employees who retire with health insurance benefits as outlined in Article V. Section 3 may continue a single membership to the Wellness Center at no cost.

ARTICLE VI – Professional Rights and Responsibilities

1. PROFESSIONAL EMPLOYEE PREPARATION

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

a. Those individuals who do not meet the preferred qualifications shall present a minimum of six (6) credit hours per year toward the required degree. A plan for continued study must be developed in consultation with the Chief Academic

Officer and approved by the President.

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

2. ACADEMIC FREEDOM

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

3. PERSONNEL RECORDS/COMPLAINTS AGAINST FACULTY

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

a. An application for employment, which will include all data required by the State or accrediting agencies as well as for local administrative use.
b. Any supplementary data and other supporting evidence of qualifications, experience, and training.
c. Registration of (or locally reproduced copy of) a current teaching certificate, if applicable (K.S.A. 72-1390).
d. Transcripts of all course work.
e. A copy of the signed, original employment contract.
f. A record of publications, professional offices or activities, sponsorship of student activities, and major community involvement or contributions.
g. The contents of the personnel file shall be made available to the individual for inspection and to the Association upon request of the individual Professional Employee with the right to reproduce these documents. In addition:
    - No material negative toward the Professional Employee's conduct, service, character, or personality shall be placed in the Professional Employee's personnel file unless the Professional Employee is given opportunity to review the material.
    - The Professional Employee shall have the right to answer any such material within five business days of the initial review. The Professional Employee's answer shall be affixed to the material and placed with it in the Professional Employee's personnel file. Extensions, as requested by the Professional Employee, through the Association, or Administration, of the five-day rule may be granted by the President subject to a written request detailing the rationale for the extension.
    - All components of this section apply unless specifically prohibited or otherwise required by law.
    - Professional employees will be notified within 2 business days about the nature of a written complaint.
    - The CAO or designee will have 10 business days to substantiate the complaint. If the CAO or designee feels the claim is substantiated, the employee will be supplied with relevant information such as the name of the individuals filing the complaint and supporting evidence at an in-person meeting.
    - All substantiated complaints are subject to the grievance procedure (Article VI, Section 13).
    - No unsubstantiated or anonymous material will be included in the Professional Employee's personnel file.
    - After receipt of a final determination either from the substantiation process or grievance procedure, the professional employee will have 10 business days to affix a response to the complaint prior to

placement in the personnel file.

- Extensions, as requested by the Professional Employee, through the Association, or the Administration, may be granted by the President subject to a written or electronic request detailing the rationale for the extension.
- Absent a mutually agreed upon arrangement, a repeated event, or the event becoming a part of a formalized review process, after three (3) years the professional employee can request a complaint be reviewed by an ad hoc committee for potential removal. The committee will be composed of three members: a faculty member selected by the professional employee from outside the department, the CAO, and a non-administrative staff member mutually agreed upon by the professional employee and CAO.
- The office of the President will be notified upon submission of the request, establishment of the meeting date, and the decision of the committee.

4. PROFESSIONAL CODE OF ETHICS

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

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

5. FACULTY-STUDENT RELATIONSHIPS

A sexual or romantic relationship between a faculty member and a student raises concerns such as conflicts of interest, abuse of authority, and unfair treatment. These concerns exist even when the relationship is considered consensual by both participants. Since these relationships have the potential for adverse impacts on the College and its community, it is considered unethical and a conflict of interest for an employee to have a sexual or romantic relationship with any student unless legally married.

Social relationships that diminish student confidence in the educational process by giving the appearance of favoritism or exceeding professional boundaries should be avoided.

6. COMMITMENT TO THE STUDENT

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

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

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

7. COMMITMENT TO THE PUBLIC

The Professional Employee bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public. In fulfilling these obligations to the public, the Professional Employee:

a. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
b. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
c. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
d. Shall not use institutional privileges for private gain or to promote political candidates for partisan political activities.
e. Shall not accept any gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

8. COMMITMENT TO THE PROFESSION

The Professional Employee believes that the quality of the services of the education professional directly influences the nation and its citizens. The Professional Employee

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

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

9. COMMITMENT TO THE INSTITUTION

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

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

10. PROFESSIONAL ACTIVITIES

The College will encourage Professional Employees to participate in professional activities that contribute to the goals and objectives of the institution. Reimbursement for such

activities shall be within the limitations of the budget and according to the policies of the Board.

a. The responsibility of a Professional Employee to fulfill all contractual obligations to the College shall have priority over other professional activities.
b. Professional Employees who participate in professional activities at the expense of the College may be required to submit individual written reports concerning such activities.
c. Attendance of Professional Employees at conferences, workshops, or conventions requires the recommendation of the Department Chair and the approval of the Chief Academic Officer or designee and the President.
d. Program visitation, staff exchange, or other professional activities require a written proposal prepared by the Professional Employee, recommended by the Chief Academic Officer, and approved in writing by the President.
e. Authorized expenses incurred in approved professional activities will be reimbursed according to the provisions of Article III, Section 9, Reimbursement for Travel, of the Master Agreement.

11. PROFESSIONAL IMPROVEMENT

a. At the beginning of each school year, each professional employee, at the job target meeting with the Chief Academic Officer or designee will outline the areas that the professional employee wants to work on that year. A recommended guideline is sixteen (16) hours per fiscal year.
b. During that year each Professional Employee will keep record of the development activities and the time involved with each activity. (Include any cost to each Professional Employee or the college).
c. During the year if questions arise as to the validity of a professional development activity the Department Chairperson will have the responsibility of approving that activity.
d. At the end of each year at the job target meeting with the Chief Academic Officer or designee discuss the results of the Professional Employee development activities completed compared with those discussed at the beginning of that year.

12. NEPOTISM

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

1. If an employee or Board of Trustee member is in a position which requires or allows a personnel decision such as those concerning recruitment, appointment or hiring, retention, evaluation, promotion, discipline, transfer, tenure or salary of immediate family, such condition shall be deemed a conflict of interest and that person shall not participate in any such decision; furthermore, that person shall not participate in or be present when any group or body considers such decisions.

2. Efforts will be made when filling a vacant position to avoid hiring immediate family

within the same department or who report to the same direct supervisor.

3. This provision shall not apply to any Professional Employee who has been regularly employed (full-time) by the College prior to adoption of this policy. However, if any relationship contrary to this policy exists at the time of adoption, the relationship shall be disclosed in writing by the supervisor to the responsible administrator, along with a written management plan. The management plan should include, at a minimum, a description of the alternative reporting structure for the supervised employee's appointment or hiring, retention, evaluation, promotion, discipline, transfer, tenure and salary. The management plan must be signed by the employee, the supervisor, and the alternative supervisor and approved by the president. If the relationship is ongoing, an annual disclosure and management plan shall be required.

4. Qualifying events subsequent to the adoption of this policy will not receive grandfather status. If two employees become related during their employment at the college and such relationship violates the provisions of this policy, one of the employees must be reassigned. The college will make every effort to accommodate this reassignment, but if that is not possible, the management plan provisions above must be implemented.

5. If after an exhaustive search, the only person qualified to fill an open position will create a relationship in conflict with this policy, the management plan provisions above must be implemented.

6. For purposes of this policy, immediate family shall mean the spouse, child, parent, in-laws, siblings, step-parent, step-child, grandparent, or grandchild.

13. DUE PROCESS

The Board and Association recognize the provisions for due process of Professional Employees as provided by K.S.A.72-2252-et seq., commonly known as the-Kansas Teacher Due Process Act. It is agreed that any change in applicable state statute shall be an item for re-negotiation at the next contract opening. Changes in the law do not remove any current language without negotiation.

The Board of Trustees shall have the right to terminate or non-renew any professional employee for just cause after affording the professional employee reasonable opportunity for improvement, when applicable. Just cause includes, but is not limited to gross misconduct, gross insubordination, willful neglect of duty, or crimes involving moral turpitude. Due process, commonly called tenure, is granted after the professional employee is offered their fourth (4^{th}) consecutive contract (third (3^{rd}) consecutive if tenure was previously achieved at another Kansas institution) or if the Board has granted an exception to the stated timetable.

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

notice, the professional employee may present a written request for a hearing to the Board Secretary. This notice shall include the name of the professional employee's legal representative.

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

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

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

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

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

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

14. GRIEVANCE PROCEDURE

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

Step 1. Informal procedure – The grievant shall request an informal conference in writing

with the immediate supervisor within five (5) days after the grievance is discovered, or within reason should have been discovered. A grievance will be considered only if the event precipitating the grievance has occurred within a period of sixty (60) days prior to its discovery.

Step 2. Formal grievance procedure – If the grievant is unable to have a conference with the immediate supervisor within five (5) days of the above request, if the immediate supervisor fails to issue a grievance decision within five (5) days after the conference, or if the grievant is dissatisfied with the results of the informal conference, then the grievant may proceed to step three (3) of the grievance procedure.

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

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

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

possession of the Board which the Board agrees is material for the processing of said grievance and to which the grievant is entitled by law.

e. The grievant may withdraw the grievance at any level.
f. All parties shall have the right to have counsel or a representative present with them at each phase of the formal grievance procedure.
g. Any decision which involves the expenditure of funds or construction of a policy is subject to the approval of the Board.
h. Matters relating to the termination or non-renewal of Professional Employees shall be handled exclusively according to the provisions of due process covered in Article VI, Item 12 and with K.S.A. 72-2251 (Non-renewal & Termination).
i. Any provision of this grievance may be altered for a particular case upon the written concurrence of the President of the College and the President of the Association.

ARTICLE VII – Evaluations

1. PROFESSIONAL EMPLOYEE EVALUATION

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

Professional employees will be evaluated on the following schedule:

For the first 3 years, annual evaluations will consist of a self-evaluation, a department chair evaluation, a CAO evaluation or designee evaluation, student evaluations in all classes both semesters, and a formal classroom observation in the Fall and Spring semesters.
For the next three years (years 4-6), evaluations will be done annually in either the fall or spring semester. Evaluations will consist of a self-evaluation, a department chair evaluation, a CAO or designee evaluation, a student evaluation for each different course taught for that academic year, and a formal classroom observation in either the Fall or Spring semesters.

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

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

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

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

2. ADMINISTRATIVE REVIEW AND PERFORMANCE IMPROVEMENT OF PROFESSIONAL EMPLOYEES

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

a. When it is determined that there are areas of concern with the Professional Employee's performance that need addressed, a Performance Improvement Plan outlining expectations and goals will be developed in conjunction with the Department Chairperson and CAO. A timeline for improvement will be included and shared with the Professional Employee. If there is not significant improvement to indicate that the expectations and goals will be met by the Professional Employee, then they may be non-renewed if non-tenured or placed on Administrative Review status.

b. When it has been determined by the Administration that a Professional Employee who is under continuing contract statute, is to be placed on Administrative Review status, the President will convene a conference consisting of the Professional Employee, a CEA Representative or other advocate of his or her choice if requested by the Professional Employee, President, Chief Academic Officer, Academic Associate Vice President, and Department Chairperson for the purpose of outlining perceived deficiencies and

determining a course of action to correct the problem. A written record of this conference will be prepared for the Professional Employee's personnel file.

c. From this point, until such time as the Professional Employee is no longer on Administrative Review status, regular evaluation procedures for improvement of instruction will be replaced by procedures for administrative review.

d. The Professional Employee involved will be evaluated based on the items and timeline listed in the administrative review documentation. The evaluation may include the following items if applicable to the review plan.

1. The Professional Employee will be evaluated by all of his/her students each semester using the standard or modified tool.

2. The Professional Employee will be evaluated each year by (1) the Chief Academic Officer and/or Academic Administrator, (2) Department Chairperson, and (3) Self using the standard or modified tool.

3. The results of all such evaluation will be made available to the Professional Employee involved in a timely fashion.

e. In March of the year following the initial conference, another conference will convene for the purpose of assessing any improvements and deficiencies noted. A summary of this conference, along with the administrative disposition, will be entered on the same record established at the original conference (see b).

f. The special evaluation procedure shall continue until such time as the Professional Employee is removed from Administrative Review status.

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

1. SELECTION

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

a. The department and/or teaching area as determined by the Administration, where such reduction is to take place, shall be designated by the Administration after consultation with the department chair concerned.
b. Consideration shall be given to any Professional Employee who desires early retirement.
c. Temporary or part-time Professional Employees shall be released before full time Professional Employees, provided the latter are qualified to carry out the assignments of such temporary or part-time employees.

d. In accordance with due process Article VI Item 12, a tenured Professional Employee will be retained before a non-tenured employee, generally one with no right to due process, if the tenured employee is qualified to carry out the assignment. This is true even if the tenured employee is not currently assigned to the department or area in which the non-tenured employee has been teaching.

e. After consideration of sections a-d above, Professional Employees will be retained subject to the provisions in numbers 1-4 below; each item will be weighted equally in the final decision.

1. Possesses the best evidence of good teaching, on the basis of:
   a. Student evaluations including retention and enrollment reports:
   b. Administrative evaluations;
   c. Department evaluations; and
   d. Comments by accrediting agencies if applicable
2. Possesses the critical skills needed by the College, on the basis of:
   a. Special training for a specific responsibility;
   b. Recognition as an authority in his/her field by peers; and
   c. Degrees and credit hours relevant to the position(s) retained.
3. Possesses the greatest versatility, on the basis of:
   a. Qualifications to teach in a variety of needed subject areas;
   b. Previous experience in other teaching levels, business and industry experience relevant to needs of the College; and
   c. Special skills other than above which are needed by the College.
4. Has provided the greatest leadership to the College, on the basis of:
   a. Special leadership responsibilities assigned by the Administration; and
   b. Recognition by regional or national organizations.

f. If after such consideration, several Professional Employees are relatively the same, the selection shall be made on the basis of retaining the Professional Employee with the most continuous full-time, uninterrupted employment with the College. If, after such consideration, the Professional Employees in question have the same length of service with the College, then the selection shall be made on the basis of retaining the Professional Employee with the highest number of completed graduate hours toward an advanced degree.

2. SERVICE AND BENEFITS

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

3. RECALL

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

4. PROCEDURES FOR NONRENEWAL & TERMINATION OF CONTRACTS

The procedures for the nonrenewal and termination of contracts of Professional Employees as provided in K.S.A. 72-2251, et.seq., as amended, shall be incorporated into this Agreement by reference, unless the professional employee qualifies for Due Process as outlined in Article VI, Item 12 of this agreement.

ARTICLE IX – Copyrights and Patents

1. PURPOSE

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

2. DEFINITION OF TERMS

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

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

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

    Examples of support do not include the following:
    1. Incidental use of college resources/support/facilities
    2. Normal academic use of facilities commonly available to faculty members, staff or public such as libraries, offices, office equipment or internet services.
f. "Net Proceeds" means gross receipts therefrom (including fees, rents, royalties, dividends, earnings, gains, and other sale proceeds) less all costs, expenses, and losses paid or incurred by Cowley County Community College in connection therewith (including all direct costs and expenses, indirect costs and expenses, as allocated and determined by the College, and the costs and expenses of obtaining and securing patents or copyrights and all attorney's fees).
g. "Commissioned" means specific projects, works, or products contracted for by the College with an individual or group of individuals for a time specified in commission contract.

3. INQUIRY TO THE COPYRIGHTS AND PATENTS COMMITTEE

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

and Patents is subject to review by the Board of Trustees. The decision of the Board of Trustees shall be final.

4. OWNERSHIP AND EQUITY

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

5. COLLEGE USE OF INCOME FROM COPYRIGHT AND INVENTION PROCEEDS

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

6. RELEASES

The Professional Employee shall be responsible for obtaining appropriate written releases from individuals identified in, or in some manner requested to participate in the creation of College supported materials. Written statements shall also be obtained from appropriate

College personnel indicating that to the best of his/her knowledge, any of the materials developed do not infringe on existing copyrights, or other legal rights.

7. TRANSFER OF RIGHTS

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

8. NET PROCEEDS FROM SALES TO STUDENTS

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

ARTICLE X – DURATION

This Agreement shall be for a period beginning August 1, 2026, through July 31, 2027.

Dr. Brooke Estes	
For Cowley County Community College College Education Association	For Cowley County Community College Board of Trustees

APPENDIX

The Appendix is an integral part of the agreement that serves as a reference for common practices important to professional employees. Items contained in the Appendices are not subject to professional negotiations, unless otherwise stated in the Master Agreement, and may only be modified by mutual agreement of the Administration and CEA.

Instructor

Date:
Position Type: **Full Time Faculty**
Position Status: **Salary/Exempt**
Pay Frequency: **Monthly**
Location: **TBD**
Department: **TBD**
Reports To: **VP of Academic of Affairs**

Cowley College's Ark City campus is seeking a full-time Biology Instructor to teach a variety of biological science courses which may include microbiology, major's biology, and non-major's biology.

Required Education and Skills:

- Master's degree with 18 graduate credit hours in the discipline and/or a closely related field for general education classes
- Bachelor's degree shall be considered the preferred minimum educational requirement for teaching CTE courses. All vocational education personnel are expected to meet the certification requirements of the State of Kansas, and the College reserves the right to adopt specific requirements for each professional position.
- Good oral and written communication skills
- Evidence of effective teaching experience at the high school and/or collegiate level preferred
- Technology/computer literacy preferred
- Experience with assessment of student learning

An instructor's performance is evaluated by criteria that are consistent with the Cowley College Mission and Vision statement. Cowley`s statement of academic freedom supports the free and open exchange of academic concepts and ideas as part of classroom activities. At the same time, the instructor evaluation process helps ensure that the equally important principle of academic integrity is also followed. With these two principles in mind, instructor teaching performance is measured against the letter and spirit of the mission and vision statement as well as the following expectations.

The instructor teaching criteria are stated in the numbered items. The lettered items are examples of how the requirements will be met, although other items may be added, where appropriate, for individual departments.

Full-time and Part-time Instructor expectations:

Provide appropriate and effective instruction that demonstrates student learning

- Provide syllabi using approved format and make available to students as directed in Syllabus Procedure.
- Ensure that each course contains essential curricular components, has appropriate content and maintains effective pedagogy.
- Evaluate students' work according to departmental/professional standards, use appropriate subject matter, select appropriate learning materials and instructional methods which may include a variety of

assessment measures and techniques to demonstrate a complete picture of student learning (e.g., classroom assessments, oral presentations, exams, portfolios, journals, projects, etc.).
- Provide appropriate and timely feedback to students regarding their progress.
- Maintain confidentiality of student information.
- Meet scheduled classes and begin and end class at scheduled time.
- Keep accurate records of attendance and grades and submit all reports and other requested information promptly and accurately as determined by Academic Affairs.
- Respect student rights as specified by college policies and procedures and applicable federal and state laws or regulations; create a learning environment that respects equity and diversity.
- Stay current in the scholarship of specific discipline and teaching methodology and maintain any certifications relevant to field.
- Participate in professional development activities to stay current in skills and knowledge as they relate to the discipline, teaching and student success.
- Attend on-campus workshops related to the teaching field or to learning in general when scheduling permits.

Support student engagement inside and outside of class
- Post and maintain office hours if appropriate or identify acceptable means of communication to students and others.
- Encourage students to contact you with questions.
- Provide information about available resources outside of class: Internet, library, or tutoring.
- Be able to use and explain Internet research materials and other college resources and support services.
- Be able to use and explain to students how to locate and use reference materials available via electronic means through Cowley's online library databases.
- Be able to explain to students how to make contact with college resources such as disability services, financial aid, counseling, and assist when possible in facilitating the development of student study groups.

Support the department and the college
- If tasked to do so, actively engage in textbook selections and make book recommendations in a timely manner.
- Actively engage in course schedule requests and respond to course schedule inquiries on time.
- Participate in department meetings; required for full-time, optional for part-time.
- Actively support recruitment and retention of students.
- Exercise good stewardship of college facilities and materials.
- Advise administration of unsafe conditions, potential hazards and accidents in a timely manner.
- Demonstrate an awareness of and sensitivity to the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of Cowley students.

Maintain a collegial relationship with others at the college
- Respect other members of the college who provide support through administration, clerical, maintenance, library, food service, and other services.
- Maintain and support an encouraging attitude toward other members of your department and colleagues in other departments, teaching formats or other campuses.
- Mentor other instructors by sharing information, advice and general instructional support.

Demonstrate knowledge of basic computer operations
- Be able to use browser that is compatible with current LMS.
- Be able to use search engines to locate relevant Internet activities and sources for your students.
- Be able to use email to respond to your students' questions and maintain records of your email correspondence.

- Be able to locate, use, and refer students to online support and resources.
- Be able to submit grades electronically using required online grade entry system.

Maintain contact with students, provide support, and make appropriate assignments

- Make regular contact with students via phone, email, course announcements and assignments while seeking out struggling students and helping them identify options.
- Be available via electronic means for assistance, for responding to questions, or otherwise assisting the students enrolled.
- Whenever possible, develop assignments that make the course a substantively interactive experience with other students rather than between one teacher and one student.
- Follow any mandatory reporting laws as directed.

Respond to assignments and concerns

- Respond to student messages and communications in a timely manner. (Best practice indicates within 48 hours, though 24 hours or less is recommended.)

Full Time Instructors:

General Responsibilities: Under administrative leadership, it is the responsibility of the full-time instructor to conduct assigned classes and participate in the planning, implementation, evaluation of educational programs, courses and other experiences that will directly result in the educational growth of the students and support advancement of the values represented by the Vision Statement and Mission Statement of the College**.**

Additional expectations:

- Participate in program review process to develop and review current curriculum and develop new curriculum based on program review.
- Provide administration with assistance in the evaluation of student appeals and grievances.
- Attend and participate in commencement ceremonies.
- Participate in annual advisory committee meetings.
- Participate as a peer-evaluator of part-time instructors as requested.
- Consult with administration on personnel needs, assist with preparation of position descriptions, and serve on screening/hiring committees as needed.
- Participate in articulation activities.
- Attendance at college functions is encouraged to support students, faculty, and the institution.
- Serve as sponsor and advisor for student clubs and organizations as appropriate.

If contracted to do so, be an effective and helpful advisor:

- Be available to assist advisees during course planning and orientation periods or arrange for another instructor member to substitute for you when other college meetings or approved instructor leave may interfere.
- Help students assume responsibility for making informed academic decisions (e.g., degree requirements, transfer options, financial aid, etc.).
- Be informed about the transfer requirements of programs of the students you advise.
- Provide accurate records concerning each advisee's progress toward meeting his or her educational goal.
- Be able to explain to students how to make contact with college resources such as tutoring, financial aid, and counseling.

Physical Requirements:

Ability to sit or stand for extended periods of time; ability to lift up to 20 pounds; ability to bend, stoop, reach and grasp as required to perform responsibilities; and ability to work on the computer for long periods of time.

Work Environment:
Work performed in an office and classroom environment.

Cowley County Community College and Area Vocational-Technical School is dedicated to providing equal opportunities to all individuals regardless of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, genetic information, marital status, political affiliation or other legally protected category.

I acknowledge and understand that:

- Receipt of the job description does not imply nor create a promise of employment, nor an employment contract of any kind.
- The job description provides a general summary of the position in which I am employed, that the contents of this job description are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions with or without accommodation. I further understand that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.
- Job duties, tasks, work hours and work requirements may be changed at any time.
- Acceptable job performance includes completion of the job responsibilities as well as compliance with the policies, procedures, rules and regulations of the College.
- I have read and understand this job description.

_____ _____
Employee Signature Date

_____
Print Employee Name

Initial Salary Determination
Excerpt from AP240a. Hiring Qualified Faculty

III. Procedure

A. Before hiring, each faculty candidate must be evaluated to ensure quality and credentials following determination by credentials, determination by factors other than credentials, faculty employee preparation, and tested experience as all defined above.

B. The initial confidential evaluation will be completed by an Associate Vice President or Department Chair on the Hiring Qualified Faculty Documentation form, and forward it to the Vice President of Academic Affairs.

C. The Vice President of Academic Affairs will determine whether the candidate is hired based on these quality measures. If the candidate lacks the educational credentials, as per the Master Agreement, the faculty member may be employed and a Continued Faculty Education Plan form will be completed. It is expected that the faculty member will obtain the educational credential if employment is to be maintained.

D. Educational credentials and years of related work experience are evaluated for determining placement on the salary schedule following the steps.

1) Highest Degree Earned determines the Classification placement category (A – G)

2) Years of related work experience are determined utilizing the following evaluation criteria:
   a. 1 year for each full-time teaching position with an educational institution
   b. .25 - .5 years for part – time teaching position (ie: adjunct, workforce trainer, etc.)
   c. .5 -1 for each year in other related career experience in education in non-teaching area (ie: academic/student support, advising, admissions, etc.)
   d. .5 – 1 for each year for other career experience in related field

3) Complete the *Documentation of Approved Experience and Education for Faculty Hiring* Form listing the credentials and experience in steps 1 and 2 to determine the combined education classification and years of experience to use for placement on the salary schedule

4) Compare the classification determined to the existing salary schedule of current professional employees to identify similar placement. In no event can an individual to be assigned at a higher salary than a faculty already on the salary schedule with the same or more experience and education.
   If there is no current match with the determined classification, then comparisons of salaries with individuals with similar years either within the same or in another education classification are identified.
   Adjustments may be made for computation by selecting existing salaries from different classification categories by making a step allowance either upward or downward for the difference between the steps base pay rate. (ie: C-15 compared to a D-15)
   Adjustments may also be determined by looking at the differences in salaries within the same category to determine a “per year” value that could be added or subtracted to the comparable salary.

5) Once a suggested salary is determined, the CAO, Department Chairperson, CEA Representative, and the VP of Finance must approve the suggested salary before submitting hiring paperwork to the President for approval.

FACULTY APPRAISAL REPORT

Name. Click or tap here to enter text. Job Title: Faculty Instructor

Review Period: Click or tap here to enter text. Department: Click or tap here to enter text.

The ratings which follow describe performance in areas of responsibility as described in the appropriate position description, the individual action plan, faculty profile, and statement of responsibilities.

	Category	Exceeds Performance Standards	Meets Performance Standards	Needs Improvement of Performance Standards	Unacceptable Performance Standards
I	Professional Responsibilities (M.A. 25-27)				
	A. Commitment to the Student	☐	☐	☐	☐
	B. Commitment to the Public	☐	☐	☐	☐
	C. Commitment to the Profession	☐	☐	☐	☐
	D. Commitment to the Institution	☐	☐	☐	☐

- Presents content without distorting or suppressing subject matter or using the students for personal advantage.
- Comments Click or tap here to enter text.

- Promotes educational programs to the public without using the institution for private gain or promoting political candidates.
- Comments Click or tap here to enter text.

- Exerts effort to raise standards of the profession and contributes to the support, planning and programs of the College.
- Comments Click or tap here to enter text.

- Accepts responsibilities and participates in the promotion and support of College programs and functions.
- Comments Click or tap here to enter text.

II Teaching Summary

A. Review of Classroom Observations	☐	☐	☐	☐
B. Review of Student Evaluations	☐	☐	☐	☐
C. Review of CAO & Dept. Chair Evals.	☐	☐	☐	☐

- Comments: Click or tap here to enter text.

Supervisor Comments: Click or tap here to enter text.

Faculty Comments: Click or tap here to enter text.

Overall Performance Evaluation: ☐ Exceeds Standards of Performance ☐ Meets Standards of Performance

☐ Below Standards of Performance ☐ Unacceptable Performance

Supervisor	Date	President	Date
Vice President	Date	Faculty Member	Date

Original: President, 1st Copy: Vice President, 2nd Copy: Dept. Chair, 3rd Copy: Faculty Member

COWLEY COLLEGE
INSTRUCTOR EVALUATION FORM
(Dept. Chairs, CAO, Self)

Instructor: Click or tap here to enter text. Date: Click or tap here to enter text.

Department: Click or tap here to enter text. Evaluator: Click or tap here to enter text.

Cowley County Community College exists to develop responsible involved lifelong learners and to contribute to the vitality of the community it serves.

TO THE EVALUATOR: The following form allows you to evaluate teaching. Read the entire sentence. Select the rating that best evaluates the faculty member. Use the comments area to support the rating. Additional sheets may be used to add additional comments, as needed, acknowledging special projects or activities.

Rating Scale:

EP	**Exceeds Performance Standards**
MP	**Meets Performance Standards**
NI	**Needs Improvement of Performance Standards**
UP	**Unacceptable Performance**
NA	**Not Enough Information to Evaluate**

Knowledge of Subject Matter	**EP**	**MP**	**NI**	**UP**	**NA**
1. Connects subject matter with related fields.	☐	☐	☐	☐	☐
2. Stays current in subject matter through professional development.	☐	☐	☐	☐	☐

Comments: Click or tap here to enter text.

Teaching Performance	**EP**	**MP**	**NI**	**UP**	**NA**
1. Plans and organizes instruction in ways that maximizes student learning.	☐	☐	☐	☐	☐
2. Encourages the development of professional behavior and independent thinking.	☐	☐	☐	☐	☐
3. Contributes to the selection and development of instructional materials.	☐	☐	☐	☐	☐

Comments: Click or tap here to enter text.

Evaluation of Student Learning	**EP**	**MP**	**NI**	**UP**	**NA**
1. Establishes and adheres to learning objectives as stated in course procedures.	☐	☐	☐	☐	☐
2. Develops evaluation methods that fairly measure student progress toward outcomes.	☐	☐	☐	☐	☐
3. Maintains accurate records of student progress, including grades and attendance.	☐	☐	☐	☐	☐
4. Provides feedback on class tests and assignments in time to be useful and meaningful.	☐	☐	☐	☐	☐

Comments: Click or tap here to enter text.

Participation in College, Department and Program Activities	**EP**	**MP**	**NI**	**UP**	**NA**
1. Serves actively on college, divisional and program committees.	☐	☐	☐	☐	☐
2. Attends meetings as required by directors, division, program and college administration.	☐	☐	☐	☐	☐
3. Participates in professional activities, which contribute to the educational goals of the college and its constituents.	☐	☐	☐	☐	☐
4. Responds to information requests and required reports from college, division, and program administrators.	☐	☐	☐	☐	☐
5. Supports both adjunct and full-time colleagues.	☐	☐	☐	☐	☐
6. Contributes to the college community.	☐	☐	☐	☐	☐

Comments: Click or tap here to enter text.

Contribution to the Growth and Enhancement of College Mission and Programs	**EP**	**MP**	**NI**	**UP**	**NA**
1. Maintains familiarity with college goals, mission, values and long-range plans.	☐	☐	☐	☐	☐
2. Contributes to the recruitment and retention of students.	☐	☐	☐	☐	☐
3. Adheres to professional ethics and abides by college policies and procedures.	☐	☐	☐	☐	☐

Comments: Click or tap here to enter text.

Department Chair: Click or tap here to enter text. Date: Click or tap here to enter text.

CAO: Click or tap here to enter text. Date: Click or tap here to enter text.

Instructor: Click or tap here to enter text. Date: Click or tap here to enter text.

- The signature of the instructor does not signify that the instructor agrees with the comments of the observer, only that the instructor has read and reviewed this form. Typing your name on this line constitutes your eSignature. Further, the instructor has the opportunity to respond to this observation within five business days.

☐ Copy to Faculty Member

Student Course Evaluation Questions

Face to Face Course questions:

- The course followed the clear outline of content and learning objectives stated in the syllabus.
- The course activities serve as a meaningful connection to the course material.
- The instructions for tests and/or assignments are clear.
- The grading method for student tests and assignments has been defined and explained.
- Any additional comments regarding this course?
- Students are provided feedback on class tests and assignments in time to be useful and meaningful.
- The instructor is knowledgeable about the subject.
- The instructor is prepared for each class session.
- Expression of ideas is encouraged and respected.
- The instructor speaks clearly and audibly.
- The instructor is receptive to questions and answers them.
- The instructor was available to provide help outside of class time as stated in the syllabus.
- The instructor used a variety of technology and methods to teach concepts.
- Any additional comments regarding this faculty member?

Online Course Questions:

- The reason I enrolled in this course:
- The course syllabus provides clear expectations of the course.
- The course activities serve as a meaningful connection to the course material.
- The class was organized in a way that was easy to learn and navigate.
- The instructions for tests and assignments are clear.
- The grading method for student tests and assignments has been defined and explained.
- The course was organized and paced according to the syllabus outline.
- Any additional comments regarding this course?
- Expression of ideas is encouraged and respected.
- The instructor is knowledgeable about the subject.
- The instructor communicates clearly.
- I can get help from my instructor in the amount of time stated in the syllabus.
- The instructor used a variety of technology and methods to teach concepts.
- Any additional comments regarding this faculty member?

COWLEY COLLEGE

PAYMENT AGREEMENT FOR TEACHING REDUCED ENROLLMENT COURSES

Purpose

In an effort to maintain the sequencing and timing of a student's program of study, avoid cancellation of a course, and encourage offering of classes in special situations, instructors may request classes run with low enrollment numbers for reduced pay. Low enrollment classes do not count against calculated faculty load.

Definitions

Low enrollment class- any class with fewer than 6 students enrolled that is not part of the normal faculty load.

"Special Situations"- Instances where a low enrollment class will receive full compensation. Examples include: new/developing campus or service location, new program and/or course, course needed for graduation, availability to transfer into alternate sections etc.

Process

1. The VPAA in consultation with the department chair will identify special situation classes.
2. 2 to 3 weeks prior to the beginning of the semester:
   - Low enrollment classes should be identified by the academic office
   - Efforts should be made to move the students into alternate sections
   - Faculty assigned to a low enrollment class should be notified by the department chair to determine if the instructor is willing to teach the class for reduced pay
3. The VPAA will decide classes to cancel and issue reduced pay agreements to faculty no later than one week prior to the beginning of a class (Early course readiness requirement would be waived for online courses in this situation).
4. Instructors will complete the contract and return it to Academic Affairs Office for final approval.
5. Academic Affairs will submit approved contracts to Employee Services office after official roster submission. Reduced pay agreements will be voided if enrollment reaches 6 or more students (Attach course roster)
6. Pay will be based upon the number of students enrolled at the time of official roster submission.

The following class is allowed to run with a reduced number of students.

Course Name, Number, Section: Click or tap here to enter text. Semester:Click or tap here to enter text.

Instructor Name:Click or tap here to enter text. Department:Click or tap here to enter text.

Instructor Signature:Click or tap here to enter text. Date:Click or tap here to enter text.

Vice President of Academic Affairs:Click or tap here to enter text. Date:Click or tap here to enter text.

For office use only:

___Approved for the following pay: **Account Code_____**

$100 x ____ number of credits hours x _____# of students = $_____