

COLBY COMMUNITY COLLEGE
AND
FACULTY ALLIANCE

MASTER AGREEMENT



2024-2025

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COLBY COMMUNITY COLLEGE MASTER AGREEMENT

This Agreement is made and entered into as of 15th May 2024. The Board of Trustees of Colby Community College (hereinafter referred to as the Board) and the Faculty Alliance of Colby Community College (hereinafter referred to as the Alliance) as representatives of the Professional Employees as defined and listed under Negotiating Unit (hereinafter referred to as Professional Employees) of Colby Community College (hereinafter referred to as the College), enter into this Agreement covering the following terms and conditions of professional service for the school year 2024-2025.

WHEREAS, in K.S.A. 72-2218, et seq., the Legislature of the State of Kansas has established a procedure for Professional Employees employed within a community college district of the State of Kansas to organize and select a representative for professional negotiations, and the majority of the Professional Employees within the community college district have designated the Alliance as their representative for the professional negotiations; and

WHEREAS, the Board and its designated representatives have met with representatives of the Alliance and have considered, discussed, and negotiated terms and conditions of professional service; and

WHEREAS, the Board and the Alliance recognize and declare that providing a quality education for the students of the College is their mutual desire, and the character of such education depends upon the quality and morale of the instructional staff; and

WHEREAS, this agreement shall be part of individual contracts with the same force and effect as though fully set forth therein.

That all terms and conditions of this agreement between the Alliance and the Board shall be effective from July 1, 2024, until June 30, 2025, provided it is ratified by a majority of the members of the Board and a majority of the members of the negotiating unit voting, as long as a majority of the Professional Employees in the negotiating unit vote, as provided by K.S.A. 72-2226 (a) and (b).

Faculty Alliance

Colby Community College
Board of Trustees

By _____
President

By _____
Chairperson

NEGOTIATING UNIT

This Agreement shall pertain to all Professional Employees as defined in K.S.A. 72-2218 (formerly K.S.A. 72-5413 (c)...) at Colby Community College. Language which applies to college employment states: “Professional Employee’ means any person employed by a board of education in a professional, educational or instructional capacity, but shall not mean any such person who is an administrative employee and, commencing in the 2006-2007 school year, shall not mean any person who is retired from school employment of the Kansas public employees retirement system, regardless of whether an agreement between a board of education and an exclusive representative of professional employees that covers terms and conditions of professional service provides to the contrary,” except those who are employed as adjunct professional employees as defined below and those who teach courses for concurrent enrollment partnership (CEP), also known as dual credit. Unit qualifications only apply to those individuals who are specifically involved in a student’s academics in a classroom or academic instructional environment.

CLASSIFICATION OF PROFESSIONAL EMPLOYEE

Full-time professional employees are those who teach 15 credit hours (or have 22.5 student contact hours) per week for a semester, equaling 30 credit hours (or 45 contact hours) for a year (fall and spring semesters).

Part-time professional employees are those who have an office on the physical campus, participate in other professional duties (academic advising, committee work, etc.), and teach 9-14 credit hours (or have 13.5-21 student contact hours) per week each semester equaling 18-28 credit hours or 27-44.5 student contact hours for a year or teach 6-8 credit hours (or student contact equivalent) on a physical campus and have additional institutional duties as assigned by the Vice President of Academic Affairs.

An adjunct professional employee is defined as an employee not on continuing contract, hired only as needed, who teaches less than ten credit hours (or has less than 15 student contact hours) per week for a semester and is paid a flat rate per credit hour taught as agreed upon in Exhibit 9 of this document. If an adjunct instructor is substantively dedicated to teaching in concurrent enrollment courses, they may teach up to 15 credit hours. There can only be a maximum of two separate course preparations and/or provide instruction for Excel in CTE courses. An adjunct concurrent enrollment instructor shall not have physical campus hours on campus and not be assigned additional duties by the Vice President of Academic Affairs. The adjunct professional employee must agree to the number of credit hours taught each semester prior to being assigned or reassigned.

CALCULATION OF STUDENT CONTACT HOURS

The calculation of student contact hours for inclusion in the bargaining unit shall be as follows:

1. One and one-half hours of student contact are equal to one hour of classroom time.
2. Labs, lessons, and classes published as “arranged” or with zero credit hours in the school line schedule will be valued as stated in (1) above as set forth in the Professional Employee’s employment contract.

DEFINITIONS

ADMINISTRATION: All persons employed by the Board in positions defined as administrative under K.S.A. 72-2218 (d).

ALLIANCE: Faculty Alliance affiliated with Kansas National Education Association and NEA.

BOARD: The Board of Trustees of Colby Community College.

DAYS: Except when otherwise defined, days shall mean working days for employees. **EMPLOYEE:** All employees as defined in K.S.A.72-2218 (c).

Article I AFFIRMATIVE

The Board and the Alliance agree to support mutually the Board's comprehensive Affirmative Action Policy, which pledges to recruit, hire, train, promote, compensate, assign, transfer, discipline, terminate, or non-renew persons in all employment classifications without regard to race, color, national origin, sex, disability, or age.

Article II RIGHTS OF THE PROFESSIONAL EMPLOYEES AND THE BOARD

The Professional Employees of Colby Community College have certain rights as stated in K.S.A. 72-2219.

The Board of Trustees has certain retained rights as guaranteed by K.S.A. 72-2228, including the powers set forth in K.S.A. 71-201, et seq., and are not abridged by provisions in this Agreement.

Article III FACULTY ALLIANCE RIGHTS

Section A. Facilities and Equipment

1. The Alliance may be allowed the use of College facilities during normal operational hours for meetings to conduct usual and routine Alliance business, provided that College activities are not interrupted.
2. The Alliance may use the College campus mail system, provided said use is not in violation of any applicable laws. The Alliance also may be allowed the use of College equipment, such as computers and duplicating equipment. Additionally, the Alliance may be permitted to use College telephones for local and in-state calls when such equipment is not otherwise in use. The Alliance may have access to a College vehicle for one in-state trip provided the Alliance provides to the College administration certification of liability and collision insurance to cover the vehicle and its use by the Alliance.

3. Prior approval for the use of College facilities, equipment, and materials must first be obtained in a manner consistent with the Board's facility and equipment usage policy.

Section B. Access to Information

The Board agrees to provide the Alliance with all information to which it is entitled by law. When information is requested by the Alliance, it will be provided as available and in the manner kept by the College. Should the Alliance desire copies of information kept by the College, the Alliance will reimburse the College for the cost of producing the copies.

Section C. Distribution of Master Agreement

This Master Agreement shall be posted on the Colby Community College website. (www.colbycc.edu) by the first contract day of each school year. If ratification by the parties has not occurred by the first contract day of the school year, the Master Agreement shall be posted on the college website within ten (10) calendar days after the Board has received notice that a successor agreement has been ratified. Copies of the Master Agreement will also be available for distribution.

The president of the Alliance will be given a copy of each successor Master Agreement for use by the Alliance in its duties as the certified agent representing the members of the negotiating unit. This copy will be delivered at the same time or before distribution to the members of the negotiating unit.

Article IV EMPLOYEE PROBATION AND EVALUATION

Section A. New Employees

All Professional Employees employed during their first three consecutive years of employment at Colby Community College or during their first two consecutive years of employment at Colby Community College after prior Professional Employment in Kansas higher education shall be deemed to be in a probationary status. Any contract with any such employee may or may not be renewed during this probationary period, as the Board shall determine without further liability to either party. The reasons for the non-renewal shall be left to the discretion of the Board and shall not be subject to challenge, except that its decision shall not be based on legally impermissible grounds. A Professional Employee on probationary status shall have no rights based on length of employment at the College but, during employment, shall be entitled to the same economic benefits that are provided for other Professional Employees.

Section B. Employee Evaluation Procedures

1. Employees who are within the first three years of service will be evaluated at least twice each year in accordance with the laws of the State of Kansas. Employees in their fourth year of service shall be evaluated no later than February 15. Employees with five or more years of service shall be evaluated at least once every three years.
2. The administrator shall schedule the first evaluation observation of the Professional Employee each year in advance. Two additional unscheduled evaluation observations may be held at the option of the administrator.

3. As stated in paragraph one of this Section, the number of evaluations (two per year for the first three years of service) represents the minimum number of evaluations. The Vice President of Academic Affairs has the right to authorize more frequent evaluations based on performance deficiencies discussed in the evaluation conference and evaluation of new courses/programs, change of teaching methods or delivery, or new fields of study.
4. The administrator shall complete written observation notes for all observations. The written observation notes will be provided to the Professional Employee within three (3) working days of the evaluation.
5. Prior to completing the formal evaluation, the administrator shall observe the Professional Employee for at least one hour.
6. Professional Employees shall be evaluated by the administrator, self, and students. The administrator shall meet with the Professional Employee for an evaluation conference within thirty days after receiving the documents of the administrator's evaluation, the self- evaluation, and the students' evaluations.
7. Should the evaluation reveal a performance deficiency, the administrator shall provide written suggestions for correcting deficits. The Professional Employee and administrator shall review the written suggestions at the evaluation conference. The recommendations may include assistance provided by the administrator, action to be taken by the Professional Employee, and time for future observations. This paragraph shall not restrict the Board's right to terminate or non-renew a Professional Employee's contract.
8. The Professional Employee may make a written response to the evaluation within two (2) weeks of the evaluation conference and presentation of the evaluation documents.
9. No evaluation statement shall be based on evidence not directly observed by the Administrator except information gathered under paragraph 10 in this Article.
10. Student evaluations shall be done after forty (40) percent of the class is complete.
11. The following forms shall be a part of this agreement by inclusion in the appendix:
 - a. In-Class Instruction Evaluation Form - Exhibit 1
 - b. On-line Course Review/Instructor Evaluation - Exhibit 2
 - c. Student Evaluation of Instruction - Exhibit 3
 - d. Faculty Self-Evaluation - Exhibit 4
 - e. Non-Teaching Professional Employee Evaluation - Exhibit 5
 - f. Faculty Performance Evaluation by the Vice President of Academic Affairs - Exhibit 6
 - g. General Job Description for all instructors - Exhibit 7
 - h. Overload and Alternative Teaching Methods Pay Schedule- Exhibit 8
 - i. Salary Schedule – Exhibit 9
 - j. Seating Cap-Exhibit 10
 - k. Overload Rationale Form—Exhibit 11

Article V DISCIPLINARY PROCEDURES

Section A. General Statements

1. The form of discipline shall be at the discretion of the administrator and/or Board. It may include a plan of assistance, corrective action, emergency removal from duties, and termination of employment.
2. When a policy is violated, the main concern is corrective action.
3. All disciplinary actions against a Professional Employee shall be subject to grievance.

Section B. Professional Employee Discipline – Just Cause

No Professional Employee will be subject to discipline without cause. The specific grounds forming the basis for disciplinary action will be made in writing and given to the Professional Employee.

Section C. Right to Representation

If an administrator or the Board calls a Professional Employee into a conference or meeting on a matter which the Professional Employee believes may lead to disciplinary action against them or intends to discuss or take disciplinary action, the Professional Employee has the right to have an Alliance representative of their choice present.

Section D. Plans of Assistance

1. A Professional Employee for whom a concern or problem has been identified will benefit from timely assistance by the administration, peers, and other experts, as well as time within employee contract dates to progress toward improvement if Section G of this Article is not employed. The burden of improvement is always on the employee.
2. An assistance team will be appointed upon mutual consent of the Professional Employee and the administrator responsible for the Professional Employee's performance.
3. The assistance team will work with the Professional Employee involved to establish goals, objectives, and strategies for making progress, timelines, and progress indicators.

Section E. Steps of Corrective Actions

Steps of corrective actions are recommended as appropriate measures to take when violations occur, such as:

- A. Moral Turpitude (Ex: Sexual assault, theft, an act or behavior that violates the sentiment of the accepted standard of the community).
- B. Incompetency or insubordination, neglect of duties as assigned
- C. Dishonesty or other unprofessional conduct on campus or in connection with job-related responsibilities, including failure to perform assigned duties and responsibilities
- D. Violation of any Board Policies

The following steps of corrective action are appropriate for progressive discipline; however, they are not synonymous with, nor a substitute for, administrative assistance. They are recommended as appropriate measures

when a professional employee has violated the terms of their employment or expectations of the conditions of employment.

1. A documented verbal warning will be given to the professional employee with the opportunity for the professional employee to respond within ten business days.
2. A written warning will be delivered to the professional employee, signed by both parties, placed in their file, and created and enforced in a Corrective Action Plan.
3. If offenses are repeated, or behavior continues, disciplinary action up to and including termination as defined in Section F of this Article may be enforced.

Section F. Disposition of Action

1. The Board will provide the Professional Employee a pre-termination hearing at which the Professional Employee will be advised of the charges and explained the nature of the evidence upon which the Board relies, along with an opportunity for the Professional Employee to tell their side of the story and any explanation the Professional Employee may desire to make in denying the charges. After the pre-termination hearing, the Board will close its investigation and may, if warranted, take appropriate disciplinary action, including discharge. In cases where recommended discipline is discharged from employment, the Board will provide the Professional Employee a pre-termination hearing.
2. The pre-termination hearing will not reduce the statutory rights provided to the Professional Employee under Article X Section A of this agreement.

Section G. Emergency Removal from Duties

1. In the event imminent action must be taken because of the seriousness of the accusation, the Professional Employee may be placed on administrative leave with pay pending the conclusion of an investigation and determination of the facts. An investigation team will consist of an administrator, a representative from Faculty Alliance, and a representative chosen by the Professional Employee. During administrative leave, the Professional Employee will not be permitted on college property, shall not attend any College-related events, and will refrain from contacting employees and students. Questions or concerns shall be directed to the supervising administrator.
2. The findings and recommendations shall be shared in writing with appropriate administrators, the involved Professional Employee, and their Alliance representative before presentation to the Board.

Article VI ACADEMIC AND PERSONAL FREEDOM

Section A. Academic Freedom

The Board and the Alliance agree that academic freedom is essential to the fulfillment of the purposes of the college, and they acknowledge the fundamental need to protect Professional Employees from any censorship or restraint that might interfere with their obligation to pursue truth in the performance of their functions.

The College acknowledges and agrees that course material developed for distance learning as work for hire will be the property of the Developer and the College (all rights therein, including, without limitation, copyright) and belongs to and shall be the shared property of the Developer and the College.

Upon leaving the employment of CCC, the developer may receive a copy of the course. Other exclusions must be made explicit in the signed contract. Said course material will become a part of CCC's repository, and all such courses may be scheduled as needed and may be taught by various qualified faculty both during and after employment ceases. The course will be deleted from CCC's repository with written permission from the Vice President of Academic Affairs.

Work for hire is defined as: 1) a work prepared by an employee within the scope of their employment; or 2) A work specially ordered or commissioned for use as a contribution to a collective work if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire. (Pittsburgh State University vs. KBOR)

Section B. Personal Freedom

The personal life of a Professional Employee, especially concerning outside employment and activities, is not an appropriate concern of the Board except as it may directly prevent the Professional Employee from performing the employee's assigned functions or insofar as such activities, specifically conduct prohibited by law, or conviction of a felony crime, reflect negatively on the College.

The exception to the aforementioned statement is that Professional Employees are precluded from teaching competing courses for other postsecondary institutions or entities (excluding EduKan). Professional Employees who pursue teaching opportunities with another institution or entity while on contract with the College must submit a letter of request to the Vice President of Academic Affairs and the Faculty Alliance designee. This letter should provide all relevant information about the intention of the Professional Employee with regard to institution, course, and time/duration.

The Vice President of Academic Affairs and Faculty Alliance must review the request in a timely manner and determine whether a competitive interest exists. There must be compelling evidence that the request would likely harm the College to determine a competitive interest. Only if both agree that a competitive interest exists will the Professional Employee's request be denied.

Article VII LEAVE

Section A. Sick Leave

Each full-time Professional Employee shall begin each school year with seventy (70) hours of sick leave credit. The unused portion shall accumulate until a total of ninety (90) days is acquired.

When requested by the Board, payment for sick leave shall be subject to medical certification from the Professional Employee's medical doctor for any absence of seven (7) or more contract days. Instructors transferring to Colby Community College from other colleges and school systems shall retain their accumulated sick leave for up to thirty (30) days. If the employee misses more than three days consecutively for medical purposes, FMLA will automatically run concurrently with sick and/or personal leave.

1. Each full-time Professional Employee will be notified of their accumulated sick leave at the beginning of each school year.
2. Sick leave shall be used for the illness (defined as an unhealthy condition of the body or mind) or

injury of a full-time Professional Employee or their family, including when the Professional Employee is physically unable to perform regular work assignments because of childbearing. Family shall be defined as spouse, adult children, minor children, stepchildren, grandchildren, step-grandchildren, siblings, parents, and stepparents. Individualized consideration regarding the use of sick leave in special circumstances not included in the definition of family can be evaluated by the administration. In the event a full-time Professional Employee uses all of their sick leave and is still unable to return to work owing to their personal illness or injury, and said Professional Employee's inability to return to work is certified in writing by the attending physician, the Board will grant up to a maximum of 130 working days total during the Professional Employee's employment at the College, including the Professional Employee's own sick leave. After the employee has used up their accumulated sick leave, and if they become eligible for another form of assistance to which the Board contributes, the Board will not be bound to the emergency sick leave days. The Board has the option to request a second physician's opinion.

3. If a person has experienced a catastrophic medical emergency, they may request sick days from the Colby Community College Leave Pool (sick leave) to assist with their medical needs. The employee will request the use of the Leave Pool from the Human Resource Director. Employees may contribute to the collective Leave Pool for five days per fiscal year by contacting Human Resources. Additionally, the donating employee may request to Human Resources that a specific individual is allowed to use the donated leave days. This request may or may not be approved by the Human Resource Director.
4. A Professional Employee with ten years of service to the institution will be compensated fifteen (15) percent of sick days the employee has accumulated upon retirement or fulfillment of the terms of the current contract year. Only whole numbers will be counted; there will be no fractions or rounding of days.

Section B. Adoptive Leave

The Board and the Alliance agree to abide by the provisions of the Family and Medical Leave Act of 1993 (or as amended) as to adoptive leave and other forms of leave provided by the Act and that the Board may implement employee policies applicable to Professional Employees covered by this Agreement consistent with the provisions and regulations of that Act.

Section C. Personal and Institutional Leave

In addition to sick leave, the College will grant leave time for personal, professional, and institutional purposes to full-time Professional Employees. Forty-two (42) hours per academic year will be awarded to a full-time Professional Employee for personal leave. Said employees are expected to use discretion in requesting leave. Professional Employees shall provide at least one week's notice for personal leave or gain approval from the supervising administrator. That administrator may grant exceptions for exigent circumstances. A Professional Employee requesting more than two consecutive contract days (14 hours) of personal leave must provide rationale and notice of at least two weeks to the administration. The administration shall determine the merit of such leave request and, if denied, will provide a rationale for such denial. Any personal or professional leave, in addition to the 42 hours awarded, deemed necessary by the employee may be requested and subject to the administration's approval.

1. Personal Leave: Any absence that a Professional Employee takes for personal reasons or is not

covered by institutional leave is considered personal leave.

2. Institutional Leave: Any absence requested by a Professional Employee and approved by the administration to attend a professional meeting or workshop, being responsible for a student activity, or representing the institution at an activity or meeting will be considered institutional leave.

Section D. Bereavement Leave

Up to four (4) days per occurrence shall be awarded to each full-time Professional Employee for bereavement due to the death in the Professional Employee's extended and blended family. All leave is to be taken within two (2) weeks after the employee learns of the death of the relative. Bereavement leave for regular part-time Professional Employees is described in Section F in this Article.

Section E. Leave of Absence

A full-time Professional Employee applying for a leave of absence for up to one (1) year without pay shall sign a contract to teach at Colby Community College for the year following. The contract to return for the next year shall be signed prior to leaving. Upon return, the employee will be paid in accordance with the negotiated agreement as though no leave had occurred and employment had continued during the year of absence. Leaves under this provision will be granted only upon recommendation of the President and approval by the Board.

Section F. Paid Sabbatical Leave

The Board may grant sabbatical leave for any activity that will contribute to the professional employee's personal and professional growth and allow the institution to accomplish its stated mission and goals. Sabbatical leave may be granted in accordance with the following conditions:

- A. Eligibility for Paid Sabbatical Leave
 1. Professional Employees shall be eligible for one semester of sabbatical leave upon attaining tenured standing at the institution. The Professional Employee must submit a request in writing to the Vice President of Academic Affairs at least one semester in advance of the requested leave.
 2. Professional Employees will be granted the opportunity for sabbatical leave once every seven years during their employment at the institution.
- B. Considerations for granting Paid Sabbatical Leave:
 1. The request for paid sabbatical leave will be reviewed by the Vice President of Academics, Faculty Alliance Officers, and the Board. Potential value to the institution and seniority in service shall be considered the request.
 2. Further consideration shall be given if the professional employee wants to teach classes using an online format so as not to disrupt student services.

Section G. Regular Part-Time Professional Employees

Regular Part-Time Professional Employees in the Negotiating Unit will be granted a pro-rata portion of leave as defined previously in Article VII, excluding Section E.

Section H. Inclement Weather

Professional Employees will not be required to attend school when the students are not required to attend because of inclement weather. Professional Employees who regularly perform non-teaching duties may be required to perform those duties. No salary deduction or leave will be due to school missed during inclement weather. The decision to close is exclusively that of the College President or designee.

When time is missed owing to inclement weather, Professional Employees shall report to their immediate supervisors how they will make up the time lost before the end of the term.

Article VIII GRIEVANCE PROCEDURE

Section A. Definitions

1. Grievance: A complaint by a Professional Employee, group of Professional Employees, or the Alliance based on an alleged violation, misinterpretation, or misapplication by the College of a negotiated contract or agreement, a Board policy, administrative regulation, or practice affecting conditions of employment.
2. Aggrieved Person: The person, persons, or the Alliance making the complaint and/or any person required to act or against whom action might be taken to resolve the grievance.

Section B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may occasionally arise affecting Professional Employees. Both parties agree that these proceedings will be kept as informal and confidential as appropriate at any procedure level.

Section C. Procedure

1. Level One:
 - a. The aggrieved person may first discuss the problem with the supervising administrator. During this discussion, the aggrieved person, directly or through the Alliance's grievance representative, shall seek to resolve the matter informally.
2. Level Two:
 - a. If the aggrieved person is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within five (5) school days after discussion of the grievance, the Professional Employee may file the grievance in writing simultaneously with the Alliance, or its designee, and the College President.
 - b. Within five (5) school days after receipt of the written grievance by the College President, the President will meet with the aggrieved person and the representative of the Alliance to resolve the grievance. The President shall submit a decision, in writing, to the aggrieved person and the Alliance within five (5) school days after the meeting.
3. Level Three:
 - a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, then within five (5) school days of the receipt of the President's response, the Professional

Employee may file the grievance with the Alliance, or its designee, for transmittal to the Board or its designee.

- b. Within fifteen (15) school days after receipt of the written grievance by the Board, the Board will meet with the aggrieved person and the representative of the Alliance to resolve the grievance. The Board shall submit a decision, in writing, to the aggrieved person and the Alliance within fifteen (15) school days of the meeting.

Article IX TERMINATION OF CONTRACT

Section A. Termination of Employee

In the event the employment of a Professional Employee shall be terminated as provided by law prior to the expiration of the school year, the salary to be paid shall be equal in the same proportion as the time of actual duty performed prior to the effective date of termination to the total length of the contract.

Section B. Assessment of Damages

1. If a Professional Employee gives notice to terminate their primary Employee contract any time before its expiration, the Board may impose damages as set forth in this section.
2. Upon receipt of the Professional Employee's notice of early termination, the Board, or its designee, shall notify the President of the Alliance in writing of such early termination.
3. The Board Secretary shall notify the Professional Employee in writing that the Board will consider the assessment of damages under this Article and the date of the Board meeting wherein the consideration will occur. The notice shall be effective if delivered to the Professional Employee in person at least three (3) days before the open meeting, or mailed, regular U.S. mail, to the Professional Employee's local residential address at least five (5) days before the open meeting. The Professional Employee shall be entitled to be present in person or by a representative and to present information to the Board.
4. If the Professional Employee terminates their primary employment contract after June 10 and before July 1, the damages assessed shall be Five Hundred Dollars (\$500). On or after July 1, the Professional Employee will be assessed 10% of their gross salary, if the academic contract is not fulfilled (fall/spring academic semester).

At the conclusion of the open meeting, the Board shall have the final authority to determine what damages shall be assessed.

Section C. Early Notification Incentive

If a Professional Employee knows he/she will not return in the fall, it would be helpful if he/she would notify the President's Office as soon as possible to allow time to secure a suitable replacement. If the resignation is received by February 1st, an early notice incentive compensation of Two Hundred Fifty Dollars (\$250) will be paid at the end of the contract period.

Article X
NON-RENEWAL AND TERMINATION OF NON-PROBATIONARY PROFESSIONAL EMPLOYEES

Section A. Due Process

1. The Board and Faculty Alliance agree to the mutual benefit of a fair dismissal procedure (due process) for Professional Employees who have completed at least three consecutive years of employment at the college and have been offered a fourth contract or who have prior years of experience as Professional Employees at another institution of higher learning in Kansas and have completed at least two consecutive years of employment at the college and been offered a third contract. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality of professional performance.
2. If a Professional Employee (as defined in paragraph 1) is terminated, they shall be afforded the right to this procedure to appeal that decision. Professional Employees in the probationary period may be non-renewed prior to the statutory deadline for any reason except as protected by Constitutional or other non-discrimination protections. The Board may formally grant non-probationary status to any Professional Employee at its discretion before offering a third consecutive contract.
3. Non-probationary Professional Employees may be non-renewed for cause, providing the Procedural process is closely observed. If the proposed non-renewal is based on ineffective performance, the college evaluation procedure shall be followed. The Professional Employee will be informed that their performance is substandard, and the full evaluation process will be utilized, including a measurable assistance plan.
4. If the non-renewal is based on other reasons, including disciplinary factors or reduction in force, the procedures outlined in the Agreement shall be followed prior to the termination or non-renewal.
5. If the non-probationary Professional Employee is non-renewed, they shall be notified in writing prior to the statutory continuing contract date. The notification shall include the reasons for the non-renewal. The non-renewed Professional Employee will have 15 calendar days from receipt of the letter to file a written request with the Board for a hearing.
6. Within ten calendar days, the parties shall meet and select a mutually agreeable party to be the hearing officer. If that is impossible, the hearing officer shall be an arbitrator selected by alternately striking names from the KSDE or AAA lists.
7. The hearing shall commence within 45 days after the hearing officer has been selected. The hearing shall afford procedural due process, including the right of each party to have counsel, the right of each party to present testimony, the right to cross-examine testimony, the right to have an orderly hearing and the right of the Professional Employee to a fair and impartial decision based on substantial evidence.
8. It is the intention of the parties that the decision is rendered prior to August 1st, and all reasonable efforts should be made to accomplish that goal.
9. The hearing officer's decision shall be final, subject to appeal to the district court by either party.

10. The Professional Employee shall pay for their expenses, including any witnesses and/or representation. The Board shall bear all other expenses of the hearing.

Section B. Reduction in Staff

If the Board determines that there is to be a reduction in staff because of financial exigency, decline or change in student enrollment or composition, or other valid reasons which will result in the termination or non-renewal of any non-probationary Professional Employee, the following procedures shall be followed:

1. The division and/or teaching area in which the Administration has determined reduction is to take place shall have a meeting with Administration and the Board prior to the actual reduction in force occurring to allow conversation about the reasons for said reduction in force.
2. Consideration will be given to any full-time Professional Employee who desires early retirement or to attrition occurring through Professional Employee resignations received by the Board on or prior to April 1st in said division and/or teaching area as determined by the Administration for reduction if said position is one that the Administration has determined not to fill.
3. Non-tenured, temporary, and part-time employees shall be released before regular full-time Professional Employees, provided the latter are qualified to carry out the assignments of such employees.
4. The full-time Professional Employee in the division and/or teaching area designated by the Administration will be retained by applying the following ordered criteria:
 - a. is most qualified in the most critical teaching area(s) needed by the College;
 - b. has the most seniority in years of service to the College;
 - c. has taken the most graduate hours;
 - d. if persons are still equal, they will draw numbers to determine who will be released. The person with the largest number will be released.

Section C. Service and Benefits

Professional Employees shall retain credit for their length of service up to the time that termination or non-renewal under Section B of this article takes place but shall not be entitled to earn additional credit for service nor receive benefits thereafter.

Article XI TERMS OF PROFESSIONAL SERVICE

Section A. Professional Workload

1. Teaching Credential
Instructors possess an academic degree relevant to what they teach and have earned a credential at least one level above the level they teach, except in programs for terminal degrees. In terminal

degree programs, faculty members minimally possess the same level of degree. (HLC 2012 Criterion Book-Assumed Practices) Only in exigent circumstances, when a qualified existing faculty is unavailable, will a professional employee be hired without meeting these minimum educational standards. In those rare cases, an individual will have a maximum of five years to complete the required coursework.

2. Normal Professional Workload

The regular instructor workload for full-time Professional Employees shall consist of fifteen (15) credit hours or twenty-two and one half (22.5) contact hours per week per semester, or thirty (30) credit hours or their equivalent per year. The average instructor workload for regular part-time Professional Employees shall consist of at least nine-fourteen (9-14) credit hours per semester. Instructional credit hours for the fall and spring semesters of the academic year are the only basis for determining a regular part-time Professional Employee. Teaching with an alternative method of delivery will continue to be voluntary. Priority for hiring instructors for all online and alternative course delivery methods will first be offered to qualified on-campus instructors before bringing in non-tenured instructors from off-campus.

3. Overload, Outreach, and Alternative Teaching Method Compensation

If full-time and regular part-time Professional Employees, as defined in the negotiating unit, teach more than the normal workload, including summer school, late-fall, and outreach, as defined in Article XI, Section A, Paragraph 1, they will be compensated at the rates listed in the Overload and Alternative Teaching Method Pay Schedule in Exhibit 8.

- a. Overload shall be paid for courses that exceed an instructor's 15-hour Normal Professional Workload based on the average number of students enrolled in all courses taught. The maximum overload per instructor per semester is two classes or seven credit hours, whichever is higher. An exception may be made when the Vice President of Academic Affairs and the instructor mutually agree that the additional overload hours above the two classes or seven credit hours would benefit the institution, the instructor, and the students. All instructors who teach overload, regardless of number of classes or hours must complete the Overload Rationale Form, located in Exhibit 11 of this document.

4. Assignments Other Than Teaching

If full-time and regular part-time Professional Employees assume non-teaching duties related to their discipline, students, or instructional oversight (example-division chair) on supplemental contract, the contract amount will be the same dollar amount as other Professional Employees with the same general duties. Supplemental contracts will be reviewed every three years by a committee consisting of two members appointed by the administration and two members appointed by the Faculty Alliance. The committee will discuss if a cost-of-living increase is needed and/or if changes in duties warrant a change in supplemental contract amounts. Committee recommendations will be given to Faculty Alliance and Board negotiation teams to discuss and determine if recommended adjustments will be implemented. Professional Employees whose supplemental contracts are pro-rated based on salary will not be included in this adjustment. Committee review will be scheduled in 2019-20 and every three years following.

5. Hours On-Campus

Full-time Professional Employees with a Normal Professional Workload shall be required to be on campus for a minimum of thirty-five (35) hours per week, including workload, miscellaneous

assignments, office hours (minimum of fifteen (15) hours per week), and other student availability hours. Instructors required by their position or requested by the college to teach overload classes will not be obligated to post additional weekly on-campus hours beyond the meeting times required for the additional courses. Instructors who choose to offer additional overload classes will be required to add one additional office hour weekly per overload hour taught. Full-time professional employees shall be required to be on campus every day of a normal work week except when program instruction requires otherwise. Regular part-time Professional Employees shall be required to be on-campus weekly on a pro-rata basis of a full-time Professional Employee. If a Professional Employee's normal professional workload includes night or off-campus classes, a pro-rata reduction in travel time will be made from the number of hours the Professional Employee is required to be on campus. Professional Employees teaching an online or hybrid course under FT contractual obligations will be approved for 2 hours per week of e-time during that semester. These hours may be used at the instructor's discretion, reducing the number of on-campus office hours required to thirteen (13) and the total number of on-campus hours to thirty-three (33) per week, based on a regular workload.

6. Remote Work Clause

Remote work may be enacted under extenuating circumstances. This requires pre-approval from the Vice President of Academic Affairs and Faculty Alliance Leadership. If granted, the Professional Employee must keep regular posted online office hours congruent with that of a part-time or full-time professional employee and must be available to students during reasonable hours. Established start and end dates will be given and reviewed.

Section B. Professional Involvement and Committee Assignments

1. Professional Employees shall assist with final fall and spring semester enrollment, student registration, academic counseling, and advising. Participation in college committees is also considered a regular part of the Professional Employee's duties.
2. Professional Employees shall participate in the institution's student outcomes assessment program and shall demonstrate the use of student outcome assessment data to improve instruction.
3. All professional employees will complete the Professional Development Plan to ensure growth and improvement in skills and knowledge necessary to be an effective instructor/teacher. The specific steps of the plan will be determined by the Vice President of Academic Affairs and a committee of Professional Employees based on available resources. Completion/success of the Development Plan will be noted on the Professional Employee's evaluation in the "Other Comments" section.

Section C. Employee Files

Any Professional Employee's payroll and personnel files shall be open to the inspection of the employee during regular business hours. An Alliance representative may inspect the employee's file at the employee's written request. The employee shall have the right to respond to all materials contained in said file. Such a response shall become part of the file.

The Professional Employee and/or their representative shall have the right to reproduce any of the contents of their personnel file at their expense.

Any written complaint regarding a Professional Employee made to an Administrator by any

parent, student, or other person placed in the Professional Employee's file shall be provided to the Professional Employee within three (3) contract days of receiving the complaint. The Professional Employee shall have an opportunity to respond to the written complaint in writing within ten (10) contract days.

Section D. Employee Safety

No Professional Employee shall be required to work under any condition that the employee has deemed unsafe for students.

When a Professional Employee deems an emergency condition exists, the Professional Employee shall take action to cease working in that location immediately. The Professional Employee shall immediately notify their supervising Vice President of their action and the reasons for such action. The decision of the Professional Employee shall be reviewed by a safety team appointed by the President. The decision of the above-stated group shall be final.

When a Professional Employee deems an unsafe condition exists, that is not an emergency; they shall notify their supervising Vice President of the situation in writing. The safety team appointed by the President shall review the reported condition and notify the instructor of their decision within ten (10) contract days. The decision of the team shall be final.

Article XII PAYROLL AGREEMENT

Section A. Payroll Procedure

The total payment of nine-month contracts will be made over a period of twelve (12) months, with the first payment made on the first banking day on or before the 8th of September and subsequent payments made on the first banking day on or before the 8th of each succeeding month until the total contract amount has been paid. Upon written authorization from the Professional Employee to whom the continuing contract law applies, the Board will pay the balance of the Professional Employee's contractual compensation for the school year in one (1) payment upon completion of all contractual obligations from the Professional Employee. The written authorization shall be filed with the college's business office by April 1st of the school year in which the balance payment is first authorized and shall remain in effect until revoked in writing by the Professional Employee. So long as the written authorization remains in effect, the Professional Employee's contractual compensation balance shall be paid each school year in like manner. Such payment will be made by June 30th of the school year.

Payments for overload and other supplemental contracts during the academic year will be paid at the earliest possible pay date after board approval and/or certification day or as agreed upon between the Professional Employee and Administration. (Revised September 2018).

Payments for summer sessions will be made on July 8 for the first session and August 8 for the second session.

Should payday, the 8th of each month, fall on a Saturday, a Sunday, or any other legal holiday, payment will be made on the last full working day immediately preceding the 8th day of the month.

The Professional Employee's compensation is deposited electronically at a financial institution selected by the individual. No paper checks shall be generated except under special circumstances. Statements of earnings are provided for immediate access electronically.

Section B. Payroll Deductions

Within thirty (30) days after receipt of written authorization from the Professional Employee, the Vice President of Business Affairs shall deduct from the salary of the Professional Employee and make the appropriate remittance for:

1. Group health insurance
2. Annuities
3. Group Wage Protection Insurance
4. Group Life Insurance
5. Dues for Faculty Organizations
6. Endowment Foundation
7. Any other plans jointly approved by the Alliance and the Board

Article XIII COMPENSATION AND FRINGE BENEFITS

Section A. Salary and Wages

1. If a regular part-time Professional Employee has a class or classes less than the threshold set by Administration, the Administration, representing the Board, may cancel the course. The administration will assign the Professional Employee other duties.
2. Each Professional Employee may voluntarily authorize the business office to deduct in equal monthly installments an amount of money to contribute to the Colby Community College Endowment Scholarship fund. It is further agreed that the IRC Section 125 Cafeteria Salary Reduction Plan form be revised to provide for withholding in equal monthly payments. The Professional Employee will make written authorization of said deductions on the form provided for authorizing other lawful deductions and submit to the business office on or before September 1st of each respective school year or within thirty (30) calendar days of employment, whichever occurs later.

Professional Employees will be placed on the salary schedule (Exhibit 9) according to their work experience and educational background.

3. Minimum qualifications for initial placement on the salary schedule:
 - a. Degreed and Non-degreed Professional Employee Placement: The Administration will determine the amount of teaching and/or related field experience and academic qualification of New Professional Employees to be acknowledged for placement on the salary schedule. A newly hired Professional Employee will be placed on the Salary Schedule within three (3) vertical steps up or three (3) vertical steps down of a currently employed Professional Employee with like educational and experience qualifications. Ordinarily, a newly hired Professional Employee will not be placed at a salary level higher than the salary level of an existing Professional Employee with like educational and experience qualifications. Once a new Professional Employee has been placed on the salary schedule, they shall meet the same

requirements and advance on the salary schedule with other Professional Employees. Regular part-time Professional Employees will be placed at sixty percent (60%) of the base salary.

4. Should a Fair Market Value Factor be applied to hire a new instructor, the president of the Faculty Alliance shall be informed, and the salaries of current Professional Employees in that department shall be reviewed using the same criteria. If that review increases the current Professional Employee's salary, that Professional Employee shall be placed accordingly, both in terms of salary schedule placement and Fair Market Value factor.
5. In exceptional cases, the President, upon recommendation of the appropriate administrator, may consider criteria in addition to academic qualifications and work experience when placing a new professional employee on the Salary Schedule. The criteria for determining an "exceptional case" shall be clearly defined, consistent and shall include the following:
 - a. Exceptional qualifications on the part of the newly hired Professional Employee:
 - b. Length of time the position has remained unfilled – typically one semester:
 - c. Number of offers made but declined:
 - d. No satisfactory candidate for the position identified within the region ("region" is defined as the state of Kansas and any state immediately adjacent to the state of Kansas.):
 - e. Significant disparity between the position and entry-level salaries in business and industry within the region:
 - f. Significant disparity between the position and entry-level salaries for like positions at peer educational institutions:
6. Salary Schedule Adjustment for completion of a higher degree are as follows:
 - a. The Board agrees to adjust the salary of any Professional Employee who has followed proper procedures and has been approved for salary adjustment upon completion of a higher degree the semester immediately following completion of said degree. The degree will be one granted by accredited institutions of higher education.
 - b. The amount of salary adjustment is to be equal to the amount needed to bring the Professional Employee's salary to the appropriate step on the salary schedule of a first- year employee, plus an additional vertical step for each one (1) year of professional employment at the college, not to exceed three (3) vertical steps.
7. Salary Schedule Adjustment for Colby Community College Professional Employees
 - a. Regular part-time Professional Employees will be credited for years of teaching at Colby Community College (60%) of their step on the salary schedule. A half-step increase will be granted each year.
 - b. If the institution increases the base of the salary schedule, employees above the salary schedule will receive half of the base increase.
8. Movement on Salary Schedule
 - a. Movement on the salary schedule is contingent on annual Board approval. Salary schedule movement is negotiated annually, regardless of multi-year contracts.

Section B. IRC Section 125 Cafeteria Salary Reduction Plan

1. The Board of Trustees has established a salary reduction plan whereby full-time and part-time employees may reduce their salaries by an amount necessary to purchase selected non-taxable fringe benefits. These benefits, which are hereinafter referred to as the plan, may include: (1) medical insurance; (2) cancer insurance; (3) disability income; (4) dependent care; and (5) medical expense reimbursement.
2. The coverage, deductibles, and co-payments of the benefits listed in the Section 125 Benefit Plan shall be jointly determined through negotiations. The Board of Trustees shall select the providers of the benefits listed in the Section 125 Benefit Plan, provided that the coverage, deductibles, and co-payments are equal to that determined through the negotiation process.
3. The parties shall use the assistance of a committee to ascertain whether there is a need to change any coverage, deductible, and/or co-payment of any benefit listed in the Section 125 Benefit Plan. The committee shall be composed of three (3) persons selected by the Alliance and three (3) persons selected by the Board. All persons shall be users of the insurance.

The duties of the Committee are as follows: (Revised September 2018)

- Annually review the benefits insurance carriers offer under the salary reduction plan.
 - Annually review the insurance needs to include coverage, deductibles, and co-payments.
4. Annual enrollment in the IRC Section 125 Plan shall be completed by October 31st of each plan year. The Employee has thirty (30) calendar days to complete enrollment. A Professional Employee's participation regarding changes to plan elections or termination of the plan is governed by the Colby Community College Cafeteria Plan, as amended. In addition, a Professional Employee may change their benefit plan upon becoming eligible for Medicare benefits. Updated September 2018
 5. Upon resignation or discharge of a full-time Professional Employee during the performance of said employee's contract, the plan, as elected by the employee, shall cease effective date of termination, with exceptions to the provisions under COBRA.
 6. A full-time Professional Employee who terminates or retires effective the end of a school year will maintain the plan's terms until the end of said Professional Employee's contract term. A full-time Professional Employee retiring effective the end of the school term shall be allowed participation in the plan according to insurance carriers and state and federal regulations; however, the participation shall be at the Professional Employee's total expense and subject to approval or terms of the applicable insurance company or companies.

Section C. Travel Expenses

The Board will pay for all approved expenses incurred during College-related travel. If fees are not charged on a college credit card, the Board will reimburse all college-related out-of-pocket expenses (i.e., hotel, food, gas) within thirty (30) days after receipt of approved paperwork. When travel by private automobile is authorized, mileage will be reimbursed at the current state mileage rate.

Section D. Tuition Grants

Employees, dependents of all full-time employees, and full-time employees of any food service firm located on the college campus may enroll in college credit courses without payment of tuition and student fees. (Dependent grant does not cover course fees). These tuition grants do not apply to non-credit workshops, seminars, EduKan, or symposium offerings. Approval by the supervisor must be given to the employee before class(es) may be taken during working hours. Time spent attending classes and working on assignments must be off-the-clock or taken as vacation time. Employee dependents are defined according to the rules of the Internal Revenue Service. (Revised September 2018)

Section E. Liability Insurance

The Board of Trustees furnishes liability insurance to Professional Employees during their participation in college-related functions. Legal action against an employee resulting from the execution of assigned duties shall be defended under the coverage provided by the College. Each employee is covered up to two million dollars by an umbrella policy and the base insurance coverage provided in the current Board policy.

Section F. Admission to College Activities

Professional Employees and their dependents shall be admitted to using the College swimming pool during regularly scheduled public swim hours without charge. In addition, Professional Employees and their dependents shall be admitted without charge to all College-sponsored activities except events sponsored by an outside agency such as the Alumni, WPAA, Ambassadors, Student Union Board, NJCAA, or any other activity that includes an additional food service charge.

Section G. Early Retirement

Professional Employees hired and under contract before July 1, 2017, may retire from employment with the college at the end of any academic semester in which they meet the eligibility requirements for early retirement. Early retirement is strictly voluntary, and no Professional Employee shall be required to take early retirement before age 70.

1. An employee is eligible for early retirement if the employee:
 - a. Is currently a Professional Employee of the College; and
 - b. is not less than age 59 or meets the KPERS provision for early retirement; and
 - c. has 15 years of employment at the College immediately before the request for early retirement; and
 - d. a majority of the 15 years of service shall have been full-time service.
2. An employee desiring to take early retirement must submit their request in writing on or before the first day of the employee's last semester of service. This letter shall be submitted to the College President or their designee. The Board may waive this provision if the employee's health dictates such consideration.

3. The employee who has met the qualifications listed above and has submitted a valid application shall be entitled to the following benefits:

- a. The retiree shall receive the individual employee insurance benefits provided in the current Master Agreement until they qualify for Medicare benefits.
- b. The retiree may, at their option, purchase additional coverage for family members who qualify for such benefits under the provisions of the current Master Agreement.
- c. The following payments shall be made on or before June 30th of each year as follows:

15% of the employee's highest salary shall be paid to the employee during the first year of retirement.

12% of the employee's highest salary shall be paid to the employee during the second year of retirement.

10% of the employee's highest salary shall be paid to the employee during the third year of retirement.

10% of the employee's highest salary shall be paid to the employee during the fourth year of retirement.

8% of the employee's highest salary shall be paid to the employee during the fifth year of retirement.

This schedule shall terminate when the employee becomes Medicare eligible or after five years from the date of retirement, whichever first occurs.

4. Depending on final salary, the retiring employee has two options for the first payment described in paragraph 3 c. in this section. The Retiree shall either be paid by the College to the extent allowed by law into a Governmental Employees Final Pay Plan under Internal Revenue Code Section 401 (a) to an account designated for the retiring Professional Employee, with the Retiree designating the entity to administer the Final Pay Plan OR the first payment shall be paid by the College into an Internal Revenue Code Section 403 (b) account established and designated by the retiring employee. Regardless of the first payment option, the second, third, fourth, and fifth payments described in paragraph 3 c. in this section, to the extent the employee is eligible to receive these payments, shall be paid by the College into an Internal Revenue Code Section 403 (b) account established and designated by the retiring employee.

5. Upon retiring (retirement shall be defined according to KPERS limitations in K.S.A. 74- 4937(1): currently at age 62 with the completion of 10 years of credited service or the faculty member having the total of the number of years of credited service and the number of years of attained age equal to or more than 85), those who were Professional Employees and their spouses and dependents shall be admitted to the use of the College swimming pool during regularly scheduled public swim hours without charge. In addition, they shall receive a lifetime pass to all College-sponsored activities except the lecture series and events sponsored by an outside agency such as the Alumni Association, WPAA, Ambassadors, Student Union Board, NJCAA, or any other activity, including an additional

food charge.

6. Retirees with at least ten (10) years of experience at CCC and their dependents shall be Granted tuition waiver for any classes they enroll in at the College.

Section H. Benefits to Dependents of Deceased or Permanently Disabled Professional Employees

Upon the death or permanent disability of a Professional Employee, the dependents of the Employee shall receive tuition grants as defined by Section D of Article XIII.

Section I. Wellness Program Benefits

A Professional Employee wishing to participate in the Annual Health Fair sponsored or co-sponsored by CCC shall have \$25 in fees for the Fair paid by the Board of Trustees.

Section J. Salary Adjustment

The Board agrees to adjust the salary of any Professional Employee who has followed proper procedures and has been approved for salary adjustment upon completion of a higher degree the semester immediately following completion of said degree. All Professional Employees who begin work on a higher degree and can show evidence of actively pursuing a said degree by (a) completing six hours per year of coursework or (b) working on a thesis or dissertation will be considered to have followed proper procedures and remain approved for a salary adjustment. The degree will be granted by an institution of higher learning identified in the CHEA Database of Institutions and Programs Accredited by Recognized U.S. Accrediting Organizations.

Section K. Fringe Benefits

1. For the 2024-2025 school year, the Board will pay for each KPERS-eligible Professional Employee enrolled in the CCC medical insurance plan a monetary percentage equal to the Employer contribution monthly composite rates applicable to the employee's coverage of full-time or part-time designation described in the State of Kansas Non-State medical insurance plan for fiscal year 2022. [Revised September 2018; July 2019 as provided in paragraph 3.b. in Section G. of this Article, if an employee, who meets the qualifications described in Section G. for early retirement and has submitted a valid application, desires to purchase coverage for their family member(s) who qualified for such benefits, the employee when they become a retiree may do so at their expense.
2. Newly contracted KPERS-eligible Professional Employees shall notify the Human Resources Director of their choices within thirty (30) calendar days or during open enrollment. (Revised September 2018).

**Article XIV
PROFESSIONAL CONTRACTS**

Section A. Full-Time Contracts

1. Nine-month contracts: The employment contract for each academic year shall include 172 working days of fall and spring semester employment within the instructor's program date requirements. The

academic calendar shall determine non-contract days upon approval by the College Board of Trustees. Programs with instructors who provide instruction for additional working days will be paid at their per diem rate for each additional day of service if their additional days need to number more to reach the next contract level.

2. Ten-month, Eleven-month, and Twelve-month contracts: The employment contracts for each academic year shall include 191 working days for ten-month, 210 working days for eleven-month, and 229 working days for twelve-month, depending upon the instructional requirements needed to complete the instructional programs. The academic calendar shall determine non-contract days upon approval by the College Board of Trustees.

**Article XV
OTHER CONDITIONS OF PROFESSIONAL SERVICE**

Section A. Witness and Jury Service

Professional Employees who present a court subpoena or summons to the Vice President of Academic Affairs shall be granted leave with pay to serve as a witness or on a jury. Professional Employees will adhere to the institution's policy manual regarding additional policies and procedures for jury duty.

**Article XVI
SAVINGS CLAUSE**

In the event any provision or application of this agreement is held to be contrary to law under any appropriate state or federal statute or regulation, the balance of this Agreement, not affected by such ruling, shall remain in full force and effect, and the Board and Alliance shall meet in a good faith effort to negotiate appropriate provisions to correct any invalidity.

EXHIBIT 1
CCC IN-CLASS INSTRUCTION EVALUATION FORM

Name			
Class			
Date			
Time			
Rating Scale	3 = YES	2 = NO	1 = NO BASIS FOR RATING
	In the sections below, the evaluator should indicate the instructor's performance by assigning each item with the appropriate ranking (1, 2, or 3).		
Pre-Planning and Organization		The instructor began and ended class on time.	
		The instructor was prepared for class.	
		The instructor stressed important points & concepts at the beginning of class.	
		The instructor maintained control of the classroom.	
		The instructor used classroom time efficiently.	
		The instructor demonstrated sufficient knowledge of the subject material.	
		The instructor's physical appearance was professional.	
Classroom Presentation		The instructor delivered content at a pace that could be followed.	
		The instructor spoke in a clear, distinct manner.	
		The instructor demonstrated a sincere interest in and enthusiasm for the subject.	
		The instructor communicated effectively and at a level appropriate to the student audience.	
		The instructor appeared confident.	
		The instructor's teaching methods were appropriate for this particular course.	
		The instructor incorporated supplemental instructional material into the presentation.	
Instructor-Student Interaction		The instructor encouraged student participation in class.	
		The instructor treated students fairly, with respect and courtesy.	
		The students appeared actively engaged in the presentation.	
		The instructor kept the class on task.	
		The instructor knew the students' names.	
		The instructor responded in a positive manner to comments and questions.	

Evaluator's Signature _____ Date _____

My signature below indicates that I have read and received a copy of this evaluation. It does not necessarily indicate that I agree with it.

Employee's Signature _____ Date _____

**EXHIBIT 2
CCC ON-LINE COURSE REVIEW/INSTRUCTOR EVALUATION**

Course Title			Date	
Instructor			Evaluator	
Mark "yes" if this course exhibits the criteria. Mark "no" if it does not exhibit the criteria.				
Course Overview and Introduction	REVIEW STANDARD: The overall design of the course, navigational information, and course, instructor, and student information are made transparent to the student at the beginning of the course.			
	Yes	No	Criteria	
			Navigational instructions make the course design easy to understand.	
			Evidence of a statement introducing the student to the course and how student learning is structured.	
			Netiquette expectations with regard to discussions and e-mail communications are clarified.	
			The instructor provides an appropriate self-introduction.	
			Students are requested to introduce themselves to the class.	
			Minimum technology requirements, minimum student skills, and, if applicable, prerequisite knowledge in the discipline are clearly stated.	
Comments				
Course Syllabus Components	REVIEW STANDARD: The course syllabus follows the approved syllabus template.			
	Yes	No	Criteria	
			Instructor contact information is included in the syllabus (phone number, e-mail address)	
			Instructor has posted the response time.	
			Course description is included in the syllabus.	
			Learner outcomes are included.	
			Methods of instruction are identified.	
			Methods of assessment are clearly identified and are linked to outcomes.	
			Course requirements, which outline the instructor's expectations for successful completion of the course, are included.	
			Course Outline is contained in the syllabus OR information is provided in this section directing students to where course outline is available in the course.	
			Assignment Policy contains information on how the instructor will handle late and make-up assignments.	
			Exam policy statement is included.	
			The instructor's expectation for interaction and participation is outlined in the syllabus.	
			Additional recommended resources are listed if applicable and/or available for the course.	
		ADA Compliance statement is included.		
Comments				

Course Instruction	REVIEW STANDARD: To enhance student learning, course technology should enrich instruction and foster learner interactivity.		
	Yes	No	Criteria
			The tools and media used guides the student to become an interactive learner.
			All technologies required for this course are either provided or easily downloadable.
			Instructions on how to access resources at a distance are sufficient and easy to understand.
			The instructor used a variety of teaching methods and aids to meet individual learning differences.
		The instructor completed and reported an assessment of student learning activities related to outcomes listed in the course syllabus.	
<i>Comments</i>			
Learner Support	REVIEW STANDARD: The course is effectively supported for learners through fully accessible delivery modes, resources, and learner support.		
	Yes	No	Criteria
			Course instructions articulate or link to a clear description of the technical support offered.
			Course instructions articulate or link to an explanation of supporting materials or resources to enhance student learning.
		Course instructions articulate or link to tutorials and resources that provide additional instructional support for the student.	
<i>Comments</i>			

Evaluator's Signature _____

Date _

My signature below indicates that I have read and received a copy of this evaluation. It does not necessarily indicate that I agree with it.

**EXHIBIT 3
CCC STUDENT EVALUATION OF INSTRUCTION**

Colby Community College believes in faculty appraisal to improve instruction and recognize excellence in teaching. Please give thought and deliberation to each statement on the form and respond honestly and candidly. **YOUR INSTRUCTOR WILL NOT SEE THIS EVALUATION FORM. AN ELECTRONIC COMPILATION OF RESULTS WILL BE AVAILABLE TO THE INSTRUCTOR.**

Rating Scale	A = YES	B = NO	C = NO BASIS FOR RATING
	On items 1-17, rate your instructor with "A" as Yes; "B" as No; and "C" As No Basis for Rating.		
	The class is interesting.		
	Students are interested and involved during this class.		
	The instructor conveys enthusiasm about the subject taught.		
	The class is well structured/organized, and the instructor is well prepared for class.		
	The instructor uses class time effectively.		
	The instructor meets in class regularly and on time.		
	Instructor provides timely, frequent, and constructive feedback on assignments.		
	Instructor allows adequate time for completing in-class projects and assignments, hands-on learning, or clinical labs.		
	The instructor is available during posted office hours and for scheduled appointments.		
	Instructor's presentations, explanations, and instructional materials help the students understand.		
	Instructor relates the relevance of the material to students.		
	The instructor encourages student learning.		
	The instructor encourages students to think.		
	The instructor encourages questions and comments from students.		
	Instructor respects students and treats students fairly in the classroom.		
	The instructor knows students by name.		
	The grading system is clear and understandable.		

What do you like/dislike about this course, and what would you suggest for improvement?

**EXHIBIT 4
CCC FACULTY SELF EVALUATION**

Employee Name					
Job Title					
Department					
Distribution Instructions	1. One copy of the completed form is provided to the employee. 2. One copy is placed in the employee's personnel file.				
Rating Scale	5 = SUPERIOR	4 = EXCEEDS EXPECTATIONS	3 = MEETS EXPECTATIONS	2 = NEEDS IMPROVEMENT	1 = UNACCEPTABLE
	In the sections below, the faculty member should indicate their performance by marking with an "X" the appropriate level of performance.				
<u>INSTRUCTIONAL DUTIES</u> These responsibilities are specifically associated with classroom instruction.	5 =	Extremely effective in organization, development, and delivery of instruction			
	4 =	Effective in organization, development, and delivery of instruction			
	3 =	Generally effective in organization, development, and delivery of instruction			
	2 =	Sometimes ineffective in organization, development, and delivery of instruction			
	1 =	Totally ineffective in organization, development, and delivery of instruction			
Comments					
<u>EDUCATIONAL LEADERSHIP</u> The responsibilities associated with non-classroom instruction, but vital to the health of CCC.	5 =	Demonstrates an exceptional willingness to serve on college committees/groups; actively participates in budgeting, catalog revisions, course scheduling, advising, recruiting, mentoring new faculty, and sharing teaching methods.			
	4 =	Demonstrates a willingness to serve on college committees/groups; participates in budgeting, catalog revisions, course scheduling, advising, recruiting, mentoring new faculty, and sharing teaching methods.			
	3 =	Demonstrates the expected level of willingness to serve on college committees/groups; participates in budgeting, catalog revisions, course scheduling, advising, recruiting, mentoring new faculty, and sharing teaching methods.			
	2 =	Demonstrates an unsatisfactory level of willingness to serve on college committees/groups; participates in budgeting, catalog revisions, course scheduling, advising, recruiting, mentoring new faculty, or sharing teaching methods.			
	1 =	Demonstrates unwillingness to serve on college committees/groups; participates in budgeting, catalog revisions, course scheduling, advising, recruiting, mentoring new faculty, or sharing teaching methods.			
Comments					

<p><u>KNOWLEDGE OF WORK</u> An understanding of the various facets of the position and the College's overall mission.</p>	5 = Exceptional knowledge of the job and purpose of the institution
	4 = Thorough knowledge of the job and purpose of the institution
	3 = Satisfactory knowledge of the job and purpose of the institution
	2 = At times, less than adequate knowledge of the job; depends mainly on others for assistance
	1 = Less than adequate knowledge of the job; depends largely on others for assistance
<i>Comments</i>	
<p><u>APPEARANCE</u> The outward view of an individual before the public.</p>	5 = Consistently presents an appropriate and professional appearance
	4 = Usually presents an appropriate and professional appearance
	3 = Presents a satisfactory appearance
	2 = On occasion, presents an unsatisfactory or unprofessional appearance
	1 = Usually presents an unsatisfactory or unprofessional appearance
<i>Comments</i>	
<p><u>RELIABILITY</u> The degree to which an individual is dependable in routine and extraordinary circumstances.</p>	5 = Extremely reliable, punctual, and dependable
	4 = Reliable, punctual, and dependable
	3 = Generally reliable and punctual; can be relied upon to handle assignments
	2 = Often undependable; requires close supervision
	1 = Always undependable; cannot be relied upon to handle assignments
<i>Comments</i>	
<p><u>STUDENT RELATIONSHIP</u> Communication and the ability to work with students.</p>	5 = Demonstrates exceptional ability to communicate and work with students in and out of the classroom
	4 = Consistently demonstrates the ability to communicate and work with students in and out of the classroom
	3 = Generally demonstrates the ability to communicate and work with students in and out of the classroom
	2 = Occasionally demonstrates an inability to communicate and work with students in and out of the classroom
	1 = Demonstrates inability to communicate and work with students in and out of the classroom
<i>Comments</i>	

<p><u>COOPERATION AND ATTITUDE</u> The demonstration of enthusiasm and desire to work well with others.</p>	5 = Consistently demonstrates exceptional willingness and ability to work with others
	4 = Demonstrates willingness and ability to work with others
	3 = Works well with others
	2 = Occasionally demonstrates unwillingness and inability to work with others
	1 = Demonstrates unwillingness and inability to work with others
<i>Comments</i>	
<p><u>JUDGEMENT</u> The application of reason and logic to problem situations.</p>	5 = Demonstrates exceptionally sound judgment; sets example for others
	4 = Consistently demonstrates sound judgment
	3 = Judgment is reliable in typical situations
	2 = Judgment of a sound nature is sometimes lacking
	1 = Judgment of a sound nature is often lacking
<i>Comments</i>	
<p><u>COMMUNICATION SKILLS</u> The daily use of oral and written forms of communication.</p>	5 = Demonstrates exceptional skills in writing and speaking clearly and concisely
	4 = Demonstrates above-average skills in writing and speaking clearly and concisely
	3 = Demonstrates satisfactory skills in speaking and writing effectively
	2 = Demonstrates unsatisfactory ability to express ideas effectively
	1 = Unable to communicate effectively with others
<i>Comments</i>	
<p><u>ADAPTABILITY</u> Flexibility and accommodation to changing and stressful conditions.</p>	5 = Demonstrates exceptional adaptability under changing or stressful conditions
	4 = Demonstrates above-average adaptability under changing or stressful conditions
	3 = Demonstrates satisfactory adaptability under changing or stressful conditions
	2 = Functions unsatisfactorily under changing or stressful conditions
	1 = Unable to function under changing or stressful conditions
<i>Comments</i>	

<p><u>PROFESSIONAL GROWTH</u></p> <p>The pursuit of professional improvement.</p>	5 = Demonstrates exceptional interest in the pursuit of professional growth/development
	4 = Demonstrates above-average interest in the pursuit of professional growth/development
	3 = Demonstrates the expected level of interest in the pursuit of professional growth/development
	2 = Demonstrates little interest in the pursuit of professional growth/development
	1 = Demonstrates no interest in professional development
<i>Comments</i>	
<p><u>POLICIES, PROCEDURES, AND PARTICIPATION</u></p> <p>The responsibilities associated with a policy and procedure and participating in important CCC events.</p>	5 = Demonstrates exceptional willingness and ability in following policies and procedures of the college, adherence to office hours as posted, attendance at In-Service, and participation in commencement.
	4 = Demonstrates above average willingness and ability in following policies and procedures of the college, adherence to office hours as posted, attendance at In-Service, and participation in commencement.
	3 = Demonstrates satisfactory willingness and ability in following policies and procedures of the college, adherence to office hours as posted, attendance at In-Service, and participation in commencement.
	2 = Demonstrates unsatisfactory willingness and ability to follow the college's policies and procedures, adherence to office hours as posted, attendance at In-Service, and participation in commencement.
	1 = Demonstrates unwillingness and inability to follow the college's policies and procedures, adherence to office hours as posted, attendance at In-Service, and participation in commencement.
<i>Comments</i>	
<p><u>OVERALL RATING</u></p> <p>The degree to which an individual performs concerning all aspects of the position.</p>	5 = I am a superior instructor
	4 = I am an instructor who exceeds expectations
	3 = I am an Instructor who meets expectations
	2 = I am an Instructor who needs Improvement. <i>A Plan of Improvement must be completed</i>
	1 = I am an instructor who cannot meet expectations. <i>A Plan of Improvement must be completed</i>
<i>Comments</i>	
<p>*PLAN OF IMPROVEMENT INSTRUCTIONS</p>	<p><u>NOTE: Overall Ratings of 2 = Needs Improvement or 1 = Unacceptable must complete a “Plan of Improvement.”</u></p> <p>If an employee’s evaluation results show the need for a “Plan of Improvement,” please follow the instructions listed:</p> <ol style="list-style-type: none"> 1. The Vice President of Academic Affairs provides the <i>Plan of Improvement</i> form. 2. Complete the <i>Plan of Improvement</i> with the Vice President of Academic Affairs. Keep one copy for your files. 3. Submit the original Plan of Improvement to Human Resources along with the <i>Faculty Performance Evaluation</i> and <i>Self-Evaluation</i> forms in the employee’s personnel file.

<p>PROFESSIONAL DEVELOPMENT ACTIVITIES List all professional development activities completed during the past year.</p>	
<p>RESOURCES AND INSTRUCTOR TRAINING What resources or training would make you more effective in the classroom?</p>	
<p>COLLEGE SUPPORT ACTIVITIES List your college support activities.</p>	
<p>RECRUITMENT AND RETENTION Describe your activities for recruitment and retention.</p>	

<p>EMPLOYEE SIGNATURE</p>		<p>DATE</p>	
<p><i>Comments</i></p>			
<p><i>My signature below indicates that I have read this evaluation. It does not necessarily indicate that I agree with it.</i></p>			
<p>VICE PRESIDENT OF ACADEMIC AFFAIRS</p>		<p>DATE</p>	
<p><i>Vice President of Academic Affairs Comments</i></p>			

I have chosen to attach a rebuttal to this evaluation.

Yes

No

**EXHIBIT 5
NON-TEACHING PROFESSIONAL EMPLOYEE EVALUATION**

Name _____ Position Title _____

Evaluator _____ Date of Evaluation _____

Goals: This evaluation is designed to:

- 1) assess current performance
- 2) promote communication between parties to discuss strengths and weaknesses
- 3) improve employee productivity and effectiveness in job performance
- 4) set target goals for enhanced future performance

Instructions: To complete the evaluation, read each scale item and record the score (1-5) most accurate in the space provided. *If you give a score of "1" or a score of "5," you must provide a reason for this score in the comment area. Comments are welcome on any questions. Feel free to cite examples when possible.*

SCORING SCALE

NA	Not applicable , or there is not enough knowledge to comment.
1	Unsatisfactory: Performance is definitely below acceptable standards and fails to meet job requirements.
2	Some Deficiencies Evident: Improvement is needed to meet acceptable standards; performance of job requirements is inconsistent.
3	Satisfactory: Performance meets job requirements and standards.
4	Good: Performance usually exceeds job requirements and standards.
5	Exceptional: Performance consistently exceeds job requirements and standards.

1. Job knowledge: How well does the employee know their job? Have assigned responsibilities been performed as designated?

Score:

Comments:

2. Quality: Assess the content, accuracy, and thoroughness of the employee's work. In your opinion, does the employee skillfully provide effective and superior service to college and non-college consumers?

Score:

Comments:

3. Productivity: Assess the degree to which the employee meets or exceeds production expectations. Is the employee handling the volume of work in a reasonable amount of time?

Score:

Comments:

4. Customer service: Assess how the employee assists others. How well does the employee get along with college and non-college consumers?

Score:

Comments:

5. Teamwork: How willingly does the employee work with CCC's peers, faculty, and staff? Consider the employee's daily work attitude, attitude in stressful situations, and support of team efforts.

Score:

Comments:

6. Work Habits/Personal Appearance: Does the employee set a good example in attendance, punctuality, reliability, and professional appearance?

Score:

Comments:

7. Communication: Does the employee communicate clearly, at the appropriate levels, providing feedback to co-workers, supervisor, and administrators? Does the employee demonstrate appropriate confidentiality?

Score:

Comments:

8. Courtesy: Does the employee show respect for others? Is the employee polite?

Score:

Comments:

9. Initiative/Independent Judgment: Is the employee a self-starter who can work with minimum supervision? Does the employee originate action, seeking innovative methods and contributing new ideas to the institution? To the best of your ability, assess the employee's ability to tackle new problems while providing workable solutions to those problems.

Score:

Comments:

10. Adaptability: Can the employee adapt to changes in assignments, procedures, or situations? Does the employee demonstrate flexibility and responsibility in accepting work assignments?

Score:

Comments:

11. Professional Activities: Does the employee attend professional workshops and conferences that will enhance or improve performance? Does the employee present a positive image of the college and, if requested, offer services to the community?

Score:

Comments:

Additional comments:

Employee's comments:

Recommendations or goals:

Evaluators signature

Date

Employee's signature*

Date

Administrator's signature*

Date

***My signature indicates that I have read and understand the contents of this evaluation. It does not necessarily signify my concurrence.**

**Total Numeric Score (Add scores for items 1 through 11)
Divide total numeric score by (11 minus the number of NA's)**

**EXHIBIT 6
FACULTY PERFORMANCE EVALUATION
BY VP OF ACADEMIC AFFAIRS**

Employee Name					
Job Title					
Department					
Distribution Instructions	1. One copy of the completed form is provided to the employee. 2. One copy is placed in the employee's personnel file.				
Rating Scale	5 = SUPERIOR	4 = EXCEEDS EXPECTATIONS	3 = MEETS EXPECTATIONS	2 = NEEDS IMPROVE-MENT	1 = UNACCEPT-ABLE
In the sections below, the supervisor/evaluator should indicate the employee's performance by marking with an "X" the appropriate level of performance.					
<u>INSTRUCTIONAL DUTIES</u> These responsibilities are specifically associated with classroom instruction.	5 = Extremely effective in organization, development, and delivery of instruction				
	4 = Effective in organization, development, and delivery of instruction				
	3 = Generally effective in organization, development, and delivery of instruction				
	2 = Sometimes ineffective in organization, development, and delivery of instruction				
	1 = Totally ineffective in organization, development, and delivery of instruction				
	N= Totally ineffective in organization, development, and delivery of instruction				
Comments					
<u>EDUCATIONAL LEADERSHIP</u> The responsibilities associated with non-classroom instruction, but vital to the health of CCC.	5 = Demonstrates an exceptional willingness to serve on college committees/groups; actively participates in budgeting, catalog revisions, course scheduling, advising, recruiting, mentoring new faculty, and sharing teaching methods.				
	4 = Demonstrates a willingness to serve on college committees/groups; participates in budgeting, catalog revisions, course scheduling, advising, recruiting, mentoring new faculty, and sharing teaching methods.				
	3 = Demonstrates the expected level of willingness to serve on college committees/groups; participates in budgeting, catalog revisions, course scheduling, advising, recruiting, mentoring new faculty, and the sharing of teaching methods.				
	2 = Demonstrates an unsatisfactory level of willingness to serve on college committees/groups; participates in budgeting, catalog revisions, course scheduling, advising, recruiting, mentoring new faculty, or sharing teaching methods.				
	1 = Demonstrates unwillingness to serve on college committees/groups; participates in budgeting, catalog revisions, course scheduling, advising, recruiting, mentoring new faculty, or sharing teaching methods.				
	N= Uncertain/Non-applicable				
Comments					
<u>KNOWLEDGE OF WORK</u> An understanding of the various facets of the position and the College's overall mission.	5 = Exceptional knowledge of the job and purpose of the institution				
	4 = Thorough knowledge of the job and purpose of the institution				
	3 = Satisfactory knowledge of the job and purpose of the institution				
	2 = At times less than adequate knowledge of the job; depends largely on others for assistance				
	1 = Less than adequate knowledge of the job; depends largely on others for assistance				
	N= Uncertain/Non-applicable				
Comments					

<p><u>APPEARANCE</u> The outward view of an individual before the public.</p>	5 = Consistently presents an appropriate and professional appearance
	4 = Usually presents an appropriate and professional appearance
	3 = Presents a satisfactory appearance
	2 = On occasion, presents an unsatisfactory or unprofessional appearance
	1 = Usually presents an unsatisfactory or unprofessional appearance
	N= Uncertain/Non-applicable
<i>Comments</i>	
<p><u>RELIABILITY</u> The degree to which an individual is dependable in routine and extraordinary circumstances.</p>	5 = Extremely reliable, punctual, and dependable
	4 = Reliable, punctual, and dependable
	3 = Generally reliable and punctual; can be relied upon to handle assignments
	2 = Often undependable; requires close supervision
	1 = Always undependable; cannot be relied upon to handle assignments
	N= Uncertain/Non-applicable
<i>Comments</i>	
<p><u>STUDENT RELATIONSHIP</u> Communication and the ability to work with students.</p>	5 = Demonstrates exceptional ability to communicate and work with students in and out of the classroom
	4 = Consistently demonstrates the ability to communicate and work with students in and out of the classroom
	3 = Generally demonstrates the ability to communicate and work with students in and out of the classroom
	2 = Occasionally demonstrates the ability to communicate and work with students in and out of the classroom
	1 = Demonstrates inability to communicate and work with students in and out of the classroom
	N= Uncertain/Non-applicable
<i>Comments</i>	
<p><u>COOPERATION AND ATTITUDE</u> The demonstration of enthusiasm and desire to work well with others.</p>	5 = Consistently demonstrates exceptional willingness and ability to work with others
	4 = Demonstrates willingness and ability to work with others
	3 = Works well with others
	2 = Occasionally demonstrates unwillingness and inability to work with others
	1 = Demonstrates unwillingness and inability to work with others
	N= Uncertain/Non-applicable
<i>Comments</i>	
<p><u>JUDGEMENT</u> The application of reason and logic to problem situations.</p>	5 = Demonstrates exceptionally sound judgment; sets example for others
	4 = Consistently demonstrates sound judgment
	3 = Judgment is reliable in everyday situations
	2 = Judgment of a sound nature is sometimes lacking
	1 = Judgment of a sound nature is often lacking
	N= Uncertain/Non-applicable
<i>Comments</i>	

<p><u>COMMUNICATION SKILLS</u> The daily use of oral and written forms of communication.</p>	5 = Demonstrates exceptional skills in writing and speaking clearly and concisely
	4 = Demonstrates above-average skills in writing and speaking clearly and concisely
	3 = Demonstrates satisfactory skills in speaking and writing effectively
	2 = Demonstrates unsatisfactory ability to express ideas effectively
	1 = Unable to communicate effectively with others
	N= Uncertain/Non-applicable
<i>Comments</i>	
<p><u>ADAPTABILITY</u> Flexibility and accommodation to changing and stressful conditions.</p>	5 = Demonstrates exceptional adaptability under changing or stressful conditions
	4 = Demonstrates above-average adaptability under changing or stressful conditions
	3 = Demonstrates satisfactory adaptability under changing or stressful conditions
	2 = Functions unsatisfactorily under changing or stressful conditions
	1 = Unable to function under changing or stressful conditions
	N= Uncertain/Non-applicable
<i>Comments</i>	
<p><u>PROFESSIONAL GROWTH</u> The pursuit of professional improvement.</p>	5 = Demonstrates exceptional interest in the pursuit of professional growth/development
	4 = Demonstrates above-average interest in the pursuit of professional growth/development
	3 = Demonstrates the expected level of interest in the pursuit of professional growth/development
	2 = Demonstrates little interest in the pursuit of professional growth/development
	1 = Demonstrates no interest in professional development
	N= Uncertain/Non-applicable
<i>Comments</i>	
<p><u>POLICIES, PROCEDURES, AND PARTICIPATION</u> The responsibilities associated with policy and procedure and participating in important CCC events.</p>	5 = Demonstrates exceptional willingness and ability in following policies and procedures of the college, adherence to office hours as posted, attendance at In-Service, and participation in commencement.
	4 = Demonstrates above average willingness and ability in following policies and procedures of the college, adherence to office hours as posted, attendance at In-Service, and participation in commencement.
	3 = Demonstrates satisfactory willingness and ability in following policies and procedures of the college, adherence to office hours as posted, attendance at In-Service, and participation in commencement.
	2 = Demonstrates unsatisfactory willingness and ability to follow the College's policies and procedures, adherence to office hours as posted, attendance at In-Service, and participation in commencement.
	1 = Demonstrates unwillingness and inability to follow the College's policies and procedures, adherence to office hours as posted, attendance at In-Service, and participation in commencement.
	N= Uncertain/Non-applicable
<i>Comments</i>	

OVERALL RATING The degree to which an individual performs concerning all aspects of the position.	5 = Superior Instructor
	4 = Instructor exceeds expectations
	3 = Instructor meets expectations
	2 = Instructor needs Improvement. <i>A Plan of Improvement must be completed with the instructor</i>
	1 = Unacceptable <i>A Plan of Improvement must be completed with the instructor</i>
<i>Comments</i>	
*PLAN OF IMPROVEMENT INSTRUCTIONS	<ul style="list-style-type: none"> ▪ NOTE: Overall Ratings of 2 = Needs Improvement or 1 = Unacceptable must complete a "Plan of Improvement." ▪ If an employee's evaluation results show the need for a "Plan of Improvement," please follow the instructions listed: <ol style="list-style-type: none"> 1. The <i>Vice President of Academic Affairs</i> provides the <i>Plan of Improvement</i> form. 2. Complete the <i>Plan of Improvement</i> with the employee and provide a copy to the employee. 3. Submit the original <i>Plan of Improvement</i> to Human Resources along with the <i>Faculty Performance Evaluation</i> and <i>Self-Evaluation</i> forms in the employee's personnel file.
PROFESSIONAL DEVELOPMENT ACTIVITIES List all professional development activities completed during the past year.	

VICE PRESIDENT OF ACADEMIC AFFAIRS SIGNATURE		DATE	
<i>Vice President of Academic Affairs Comments</i>			
<i>My signature below indicates that I have read this evaluation. It does not necessarily indicate that I agree with it.</i>			
EMPLOYEE SIGNATURE		DATE	
<i>Employee Comments</i>			
Explain how your evaluation and professional development will be used for improvement.			

I have chosen to attach a rebuttal to this evaluation. Yes No

**EXHIBIT 7
GENERAL JOB DESCRIPTION FOR INSTRUCTORS**

The instructor is the key figure in the College's educational mission, and their attitude, personality, skill, character, and initiative will determine how well the college fulfills its objectives. They play a prominent role in curriculum development through continual evaluation. Instructors report to the Vice President of Academic Affairs.

Duties and Responsibilities:

- Demonstrates a thorough and accurate knowledge of the field or discipline;
- Conducts class sessions with good judgment and professional behavior;
- Provides learning activities that meet course objectives;
- Shows a commitment to high student standards by encouraging student responsibility, ethical behavior and stressing consistency in-class work and attendance;
- Meets all classes promptly and regularly and begins and ends class on time;
- Keeps accurate records of attendance and grades and submits all reports and other requested information promptly and accurately;
- Stays current on appropriate instructional technology;
- Maintains discipline in the classroom;
- Maintains regular office hours to ensure accessibility to students and colleagues;
- Provides syllabi using the approved format and makes themselves available to the student;
- Maintains confidentiality of student information;
- Compiles and analyzes assessment data and submits results to the assessment committee;
- Serves as sponsor and advisor for student clubs and organizations as appropriate;
- Actively supports recruitment and retention of students;
- Exercises good stewardship of college facilities and materials;
- Effectively communicates with, cooperates with, and supports other college personnel on daily activities;
- Participates in essential college activities including but not limited to professional development, institutional effectiveness, recruiting, and committee service;
- Represents the College professionally as evidenced by dress, demeanor, and the discharge of daily responsibilities, and in keeping with the mission of the institution;
- Promotes, supports, and facilitates student learning;
- Fulfills other duties as assigned by supervisor and/or college administrators.

I have read and understand the duties and responsibilities required for the successful performance of the position.

Employee

Date

Supervisor

Date

EXHIBIT 8 OVERLOAD AND ALTERNATIVE TEACHING METHODS

“On-Campus” Adjunct/CCC Overload

The set threshold of student enrollment will be announced on or before the corresponding state fiscal year, July 1, during annual negotiations to determine per adjunct/overload calculation. Enrollment levels below the set threshold will only run if prior approval occurs. Prior approval will happen if the faculty member and Vice President of Academic Affairs deem the course necessary for a student to graduate within a standard academic time frame. The Vice President of Academic Affairs reserves the right to consolidate duplicative course offerings if there are multiple course offerings during the same term.

Regular semester and summer courses will be paid \$650 per credit hour, regardless of class size.

Late fall courses will be paid at \$700 per credit hour. The higher pay rate is due to the compressed timeframe and the work required during the holiday season.

Instructors teaching on the I-Can network will be paid \$100 per additional location.

Online Course Development

The Professional Employee must receive prior approval before developing a new online course. The Professional Employee will notify the Vice President of Academic Affairs once the course is completed. The course will be reviewed by someone appointed by the Vice President of Academic Affairs for quality and preparedness, and the Professional Employee will be asked to correct any issues. Once the course is approved, offered, and taught the Professional Employee will receive a supplemental contract at a rate of \$400 per credit hour for the new course design. Each course development will only be paid once, and redesigns will not be compensated.

**EXHIBIT 9
SALARY SCHEDULE**

Years	Bachelors	Masters	Doctorate
0	\$42,050.00	\$44,750.00	\$47,450.00
1	\$42,400.00	\$45,300.00	\$48,200.00
2	\$42,750.00	\$45,850.00	\$48,950.00
3	\$43,100.00	\$46,400.00	\$49,700.00
4	\$43,450.00	\$46,950.00	\$50,450.00
5	\$43,800.00	\$47,500.00	\$51,200.00
6	\$44,150.00	\$48,050.00	\$51,950.00
7	\$44,500.00	\$48,600.00	\$52,700.00
8	\$44,850.00	\$49,150.00	\$53,450.00
9	\$45,200.00	\$49,700.00	\$54,200.00
10	\$45,550.00	\$50,250.00	\$54,950.00
11	\$45,900.00	\$50,800.00	\$55,700.00
12	\$46,250.00	\$51,350.00	\$56,450.00
13	\$46,600.00	\$51,900.00	\$57,200.00
14	\$46,950.00	\$52,450.00	\$57,950.00
15	\$47,300.00	\$53,000.00	\$58,700.00
16	\$47,650.00	\$53,550.00	\$59,450.00
17	\$48,000.00	\$54,100.00	\$60,200.00
18	\$48,350.00	\$54,650.00	\$60,950.00
19	\$48,700.00	\$55,200.00	\$61,700.00
20	\$49,050.00	\$55,750.00	\$62,450.00
21	\$49,400.00	\$56,300.00	\$63,200.00
22	\$49,750.00	\$56,850.00	\$63,950.00
23	\$50,100.00	\$57,400.00	\$64,700.00
24	\$50,450.00	\$57,950.00	\$65,450.00
25	\$50,800.00	\$58,500.00	\$66,200.00
26	\$51,150.00	\$59,050.00	\$66,950.00
27	\$51,500.00	\$59,600.00	\$67,700.00
28	\$51,850.00	\$60,150.00	\$68,450.00
29	\$52,200.00	\$60,700.00	\$69,200.00
30	\$52,550.00	\$61,250.00	\$69,950.00

Criteria for placement of New Professional Employee on Salary Schedule

Prior relevant teaching or industry experience will be granted when a new Professional Employee is placed on the salary schedule. Professional Employees with years in K-12 or non-teaching higher education will be given credit at a rate of 2:1 (every two years of experience equals one-year placement on the salary schedule). Industry experience will be granted the same recognition of 2:1. Professional Employees with teaching experience in Higher Education from an accredited institution will be given credit at a rate of 1:1 (each year equals one-year placement on the salary schedule).

EXHIBIT 10
SEATING CAPACITY FOR OVERLOAD/CONCURRENT COURSES

- Single-digit section numbers: on-campus/face-to-face; 25 unless otherwise stated below
- Section 100+ numbers/online: 25 student limit per section
- EN176 (Composition I) and EN177 (Composition II): 20 student limit per section
- AL104: Certified Nurse Aide (CNA): 10 student limit per section
- AL110: Certified Medication Aide (CMA): 6 student limit per section
- Late Fall: a maximum of 3 sections taught per instructor. There is a 25-student limit per section
- A full-time faculty member who is also a head coach will receive a reduced teaching load to 9 credit hours per semester; additional courses will be overload
- A full-time faculty member who is an assistant coach will receive a reduced teaching load to 12 credit hours per semester; additional courses will be overload
- PowerCampus will indicate student limits for Program Standards for Veterinary Nursing, Dental Hygiene,
- Nursing and Physical Therapy Assistant (PTA): These program standards align with the accreditation of each program.

EXHIBIT 11
OVERLOAD RATIONALE FORM

Purpose: to ensure the intent of the Master Agreement is being followed in that the best interests of all involved parties are considered in decisions requiring a faculty load increase above the below-stated maximums.

In *Article XI, Section A 3a*, the Master Agreement contains a provision allowing for instructors to teach courses beyond the 15-hour Normal Professional Workload. The Agreement states: “The maximum overload per instructor per semester is two classes or seven credit hours, whichever is higher. An exception may be made when the Vice President of Academic Affairs and the instructor mutually agree that the additional overload hours above the two classes or seven credit hours would benefit the institution, the instructor, and the students.”

Any course exceeding the overload maximum requires completion of this form and permission by the Vice President of Academics and Dean of Online Learning prior to it being placed in the line schedule. The only exception is an unforeseen staffing change needed for a course already on the schedule.

Course number and title _____

Number of credit hours _____ Semester and year of request _____

Mode of delivery (face-to-face, online, hybrid, etc.) _____

Check any of the following which apply. This course is:

- required for graduation or transfer
- required to complete a degree or certificate program
- a general education course
- an elective course
- concurrent/dual enrollment class (While concurrent/dual enrollment classes are exempt from this process, they may be consolidated with online sections.)

On a separate page, type and attach a rationale for teaching the course section this semester. Answers to the following questions must be included in the explanation. (Questions in parentheses are ideas to consider.)

Why offer the course section THIS semester, as opposed to next semester or next academic year? (Is this course a prerequisite? Is it offered in a rotation?) Provide a justification.

What makes this mode of delivery unique or necessary this semester?

In what ways will offering this course section be beneficial to the institution? (Consider ability to offer a program, economic impact, etc.)

In what ways will the instructor benefit from teaching the course? Why does the instructor want to teach this section? Is there no other instructor available to teach the course? Has the instructor considered the time involved in adding the course to his/her/their schedule and formulated a healthy time management plan? Explain.

In what ways will the addition of this section of the course positively impact students? Demonstrate the need you see with specific data or examples, if available. Consider if this need could be met with a different course or section (Please remember, a student may have four semesters to complete credits for graduation in a course of study.)

I believe it is advantageous to the institution, the instructor, and students for this course to be taught as requested.

Faculty Member

Vice President of Academic Affairs

Dean of Online Learning

If this form is completed and approved in successive semesters and/or academic years, this course is deemed to be necessary. In this instance, to protect instructor and student interests, steps should be taken by the institution to add faculty, whether adjunct, part-time, or full-time, to continue to offer courses students need.