

NEGOTIATED AGREEMENT

Fort Scott Community College

2022 - 2023

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**WRITTEN CONTRACT IN COMPLIANCE WITH
KANSAS PROFESSIONAL NEGOTIATIONS ACT,
K.S.A. 72-5412, et seq.
2021-2023 School Years**

This contract made and entered into this 1st day of July, 2021, by and between the Board of Trustees of Fort Scott Community College, Fort Scott, Kansas, hereinafter referred to as "the Board", and the Fort Scott College Association of Professional Employees/KNEA/NEA, hereinafter referred to as "the Professional Employees", Fort Scott, Kansas.

WITNESSETH:

ARTICLE I: PREAMBLE

WHEREAS, the Board of Trustees of Fort Scott Community College and their Professional Employees, through their duly appointed bargaining representatives, have entered into professional negotiations by meeting, conferring, consulting and discussing in a good faith effort by both parties, and have reached agreement with respect to the terms and conditions of professional service for the school year; and

WHEREAS, various agreements were reached between the bargaining agents for their respective parties during those negotiations; and

WHEREAS, it is the desire of the parties to set forth those agreements in writing;

NOW, THEREFORE, the Board and the Professional Employees do hereby agree that the following shall represent a binding contract upon the Board and the Professional Employees for the areas set forth herein covering the school year.

ARTICLE II: DEFINITIONS

1. Administration: All persons employed by Fort Scott Community College in the following positions: president, vice presidents, directors, registrar, and other such persons whose duties are primarily administrative in nature and whose salaries are not determined as a part of the Professional Employees bargaining unit.
2. Association/Professional Employees: The Fort Scott Community College Association of Professional Employees/KNEA/NEA is the exclusive bargaining agent authorized to negotiate with the Board with respect to the terms and conditions of professional service.
3. Board: The Board of Trustees of Fort Scott Community College, Fort Scott, Kansas
4. College/Community College: Fort Scott Community College, Fort Scott, Kansas.
5. Days: Except when otherwise indicated, days shall mean contract days.

6. Employee/Professional Employee: The terms "employee", "professional employee", and "instructor", "faculty member" or "teacher" may be used interchangeably, but shall mean the same.

7. Professional Employee(s): All persons employed as full-time instructors who teach credit hour classes as part of their regular contract and all counselors, librarians, and media specialists, who are employed under a contract subject to the provisions of K.S.A. 72-5413, et seq.

8. Professional Employees: Refers to the Fort Scott Community College Association of Professional Employees/KNEA/NEA (hereinafter, "FSCAPE", or the "Association").

9. Seniority: Shall mean the period that a Professional Employee has been under contract for professional service to the College.

10. President: Shall refer to the President of Fort Scott Community College.

ARTICLE III: DURATION OF AGREEMENT

This agreement shall be effective as of July 1st, after it is ratified by a majority of the Board and a majority of the Professional Employees as provided by law, and said agreement shall continue in full force and effect to and including June 30th.

ARTICLE IV: MODIFICATION OF AGREEMENT

This agreement shall not be extended, amended, or modified except by an instrument in writing duly executed by the parties in accordance with the provisions of K.S.A. 72-5413, et seq.

ARTICLE V: SAVINGS CLAUSE

If any provision or application of the agreement, to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

ARTICLE VI: REPRODUCTION OF AGREEMENT

Copies of this agreement shall be printed at the expense of the Board, and a copy shall be distributed upon request to each employee within the bargaining unit. It is further agreed that the Board shall furnish three (3) copies of this agreement to the FSCAPE for its use. The agreement will also be published on the web site.

ARTICLE VII: RECOGNITION

The Board recognizes the Fort Scott Community College Association of Professional Employees/ KNEA/NEA (FSCAPE) as the exclusive representative for purposes of collective bargaining under the Professional Negotiations Act, K.S.A. 72-5413, et seq. During the term of this agreement, no other group may be designated or selected for the purposes of professional negotiations.

ARTICLE VIII: MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, except as limited by the specified and express terms of the agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Kansas and of the United States, including, but without limiting, the generality of the foregoing, the right:

- (a) to the executive management and administrative control of the school system and its properties and facilities;
- (b) to hire all employees, and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- (c) to establish courses of instruction including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
- (d) to delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current teaching materials, and the utilization of teaching aides of all kinds;
- (e) to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system, and the terms and conditions of employment.

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

ARTICLE IX: REDUCTION IN FORCE

A. REDUCTION IN FORCE AND RECALL

When the Board finds that a reduction in force is in the best interest of the college, then and in that event, the effect upon the students and the school program should be of primary concern to all parties.

Various factors to be considered by the Board in making said reduction would be as follows:

Step One: Whenever possible, the reduction in staff should be accomplished by normal attrition, resignations, and/or retirements.

Step Two: If additional reduction is necessary, part-time teachers should be terminated in the particular area. A part-time teacher shall mean any teacher not contracted to full-time teaching load.

Step Three: If further reductions are deemed necessary by the Board, non-tenured teachers should be terminated in the particular areas prior to the termination of tenured teachers.

Step Four: If further reductions are deemed necessary by the Board, all of the following factors shall be given consideration: seniority, academic degrees and training, qualifications to teach in areas of need, evaluation reports, and recommendations of administrative staff.

B. RECALL AND/OR RE-EMPLOYMENT PLAN FOR TEACHERS WHO HAVE BEEN TERMINATED UNDER THE ABOVE REDUCTION IN FORCE PROCEDURE

Step One: Terminated teachers shall be offered the opportunity to fill other vacancies for which they are qualified. The qualifications shall be determined by the Board considering the factors set forth in Step Four above of the Reduction in Force procedure. Upon receiving a certified letter offering re-employment, the teacher must accept or reject the position within fifteen (15) days.

Step Two: Upon termination, affected teachers may have their names placed on a recall list. The list will be used to fill vacancies on the same basis as outlined above in Step One of this plan. Teachers' names will remain on the list for two (2) years and will be removed during that time only upon the teacher's written request to the President, or upon the teacher's refusal of re-employment by the college. After two (2) years, the teacher may request in writing that his or her name remain on the recall list for an additional period of one (1) year. Such request must be made by March 15 of each year.

Step Three: Re-employed teachers who have been terminated due to reduction in force, shall retain all benefits earned and not withdrawn at the college and shall be returned to salary with no loss or gain of income due to their absence during termination.

ARTICLE X: TEACHER DISCIPLINE, SUSPENSION, TERMINATION, AND NONRENEWAL

A. Any discipline, termination or nonrenewal of a full-time Professional Employee under the terms and conditions of this agreement will be handled and/or enforced by the Board as provided by the laws of the State of Kansas, and the terms and conditions of this agreement. The Professional Employee shall be accorded all procedural safeguards related to any hearings that are required by law including the right to prepare defense, to present and cross-examine witnesses, to be represented by any legal counsel, and/or Association representation. Any employee who feels that a disciplinary action has been unfair may file a grievance in accordance with the grievance procedure.

B. Copies of all formal evaluations will be immediately delivered to each teacher and said teacher shall have the right to respond in writing to said evaluation within ten (10) contract days. Said response shall be physically attached to the respective evaluation.

C. The President of the College, with the concurrence of the Board of Trustees, may suspend an employee from duty. Employees may be suspended and subsequently discharged for: unprofessional conduct, physical or mental incapacity, arrest or an official charge or any violation of any criminal laws amounting to a felony, or other conduct which substantially interferes with the continued performance of duties. In case of a suspension, an employee will, during the term of suspension, continue to receive regular compensation and such other benefits as his or her contract indicates. After investigation, should the grounds for suspension prove to be unsubstantiated, the employee shall be reinstated.

D. Any teacher's files shall be open to inspection to the teacher at all times, and at the request of the teacher, a representative of FSCAPE may inspect the teacher's files. The teacher shall have the right to respond to all materials contained in said files. Such response shall become a part of the file. No material derogatory to the teacher's conduct, service, character, or personality shall be placed in the teacher's files unless the teacher has had an opportunity to review the material.

E. The teacher and/or his/her representative shall have the right to reproduce any contents of his or her file at any time.

ARTICLE XI: WORKLOAD

Professional Employees will be expected to be on campus or approved temporary duty elsewhere thirty-two (32) clock hours but no more than forty (40) hours each week for work in the classroom, teacher's office or other assigned duties unless otherwise noted in this agreement. Clock hours will be governed by the following provisions:

1. Professional Employees on 169 day (9 month) contracts will be in the classroom thirty (30) semester hours per year. A minimum of thirteen (13) semester hours and a maximum of seventeen (17) semester hours may be assigned each semester at the request of the instructor. Professional Employees under contract for 189 days (10 month), 209 days (11 month) are addressed in the following items. Cosmetology will adhere to the staff calendar. Professional employees who are Nursing instructors will be contracted for 160 days (4 days a week for 10 months). Nursing instructors will adhere to the clock hours as noted in this agreement: Thirty-two (32) clock hours but no more than forty (40) hours each week for work in the classroom, teacher's office or other assigned duties.

1. Office hours are scheduled within the business hours of the college between 7:30 a.m. and 5:00 p.m. However, a full-time instructor whose teaching assignment is outside the business workday (evening and weekend courses) is entitled to use flextime on an hour-for-hour basis; flextime is defined as adjusting the hours of work in order to complete assigned duties. The flextime schedule is for the entire semester and must be posted for use by students, colleagues, and others. Office hours should consist of 10 hours per week while teaching a standard fifteen (15) credit hour semester. These office hours should be scheduled to benefit the students and not burden the instructor

2. Flex time should be an available option to the Professional employee both on the main campus as well as the outreach campuses on a case by case basis with permission of the program director and Vice President of Academic Affairs. The flextime schedule cannot interfere with the day to day operations of the program.

3. Lunch periods of a minimum of thirty (30) minutes and breaks are scheduled by each teacher at the beginning of each semester. The lunch period is not part of the scheduled workload and may be scheduled at the discretion of each teacher. At no time will the lunch period or breaks conflict with the teaching hours or office hours.

4. Class hours and office hours will be posted in the classroom or office in a highly visible location on the first day of class for each teaching session: summer, fall and spring. If the teacher expects to be gone from his/her office more than thirty (30) minutes, he/she should leave a note posted next to his/her schedule stating where he/she may be found. The following programs are exempt from the office hours requirements: Cosmetology, and EWT. Assignments for these programs will be scheduled through the Vice President of Academic Affairs.

5. Professional Employees working on extended contracts will be on campus or assigned to college duties on or off campus, no less than thirty-two (32) hours but no more than forty (40) hours each week without additional financial compensation unless otherwise mutually agreed between the employee and his/her supervisor.

6. Working dates for ten- and eleven-month employees will be distributed by the Administration as early as possible, and employees will receive a letter of understanding designating these days.

7. Academic Progress Reporting

An updated grade for the course is required to be posted three (3) times a semester (February, March, April and September, October, November; no later than the 15th of each month), in Campus Connect and/or Early Alert. The instructor shall have a time window of one week from the due date to update the grade. This will allow for the grade to reflect any major change in the event that a major test or assignment falls within a week from the set time to update course grade. An instructor may choose to update course grades more often. A final course grade shall be reported by the instructor using the college's final grade reporting system by noon on the first business day following finals week.

8. All faculty will participate in all college-wide assessment efforts:

- Including reporting, collecting, and analyzing data each semester
- Attend and participate in college-wide training on assessment (assessment day/s)
- Help select a full-time faculty member to serve as the head of the assessment committee

Assessment method for courses are chosen by the full time faculty. Adjunct or concurrent instructors are required to use the same methods and measurement criteria.

9. Total enrollment will be divided by the number of courses taught in the semester to determine average class size. If class size averages 10 or greater, overload courses will be paid at the full rate for full time instructors.

10. Eight (8) shall be the minimum enrollment numbers for on-line courses. This minimum may be lowered at the discretion of the Vice President of Academic Affairs.

11. Online Courses Memorandum of Understanding: All online instructors (full time, adjunct, etc.) will receive designated training before teaching online courses. The first training session will be in person, and the remainder of the training will be online at the faculty member's pace. Current full time faculty members that complete the training by October, 2015 shall receive a one-time stipend of \$500.

12. Full time faculty who teach a clinical course are awarded credit based on 3:1 ratio. 45 hours of clinical instruction equals 1 credit hour of workload. Full time Nursing faculty teaching a clinical course are required to work a minimum of 12 credit hours per semester. Full time faculty who do not teach a clinical course are required to work a minimum of 15 credit hours per semester. Full time Allied Health faculty who teach a clinical course are required to work a minimum of 14 credit hours per semester. Extra clinical rotations that are required within a Nursing or Allied Health course are paid by the hour based on the faculty's degree status, i.e. graduate degree or non-graduate degree. Instructor to student ratios are based on Kansas State Regulations for nursing and health occupation programs.

13. Other professional duties may be assigned by the administration in lieu of teaching hours and/or office hours.

14. Division Chairs will receive \$3,200 per contract year. One division chair for each of the following departments will be selected by the Vice President of Academic Affairs. The Division Chair for each department will be a full-time faculty member who teaches in their respective department.

- Business/Social Science/Education
- Communications/Fine Arts
- Math and Science
- Agriculture

15. Industry Coordinators will be a full-time faculty member who teaches in their respective department and selected by the Vice President of Academic Affairs.

- One Industry Coordinator for John Deere – \$3,200 per contract year
- One Industry Coordinator for Cosmetology at Fort Scott - \$1,000 per contract year
- One Industry Coordinator for Cosmetology at Pittsburg - \$1,000 per contract year

16. Holiday and No-Class Faculty Duty Days Memorandum of Understanding: This Memorandum of Understanding (MOU) sets forth the terms and understanding for a committee to be formed consisting of three faculty members and three staff members. The faculty members shall be appointed by the FSCAPE President according to FSCAPE association by-laws. This committee's sole responsibility will be to recommend holidays and no-class faculty duty days on the calendar. The recommendation will then be presented to the President of the College and then to the Board of Trustees for approval. This Memorandum of Understanding shall not nullify FSCAPE's rights to negotiate any negotiable calendar items.

17. Faculty In-Service Memorandum of Understanding: This Memorandum of Understanding (MOU) sets forth the terms and understanding for a committee to be formed consisting of three faculty members and three staff members. The faculty members shall be appointed by the FSCAPE President according to FSCAPE association by-laws. This committee's sole responsibility will be to prepare the agenda for faculty in-services. Two-thirds of the in-service time shall ideally be devoted to faculty office hours, and these office hours shall be placed on the agenda in at minimum of three-hour blocks. The recommended agenda will be presented to the President of the College and then to the Board of Trustees.

18. One in-service day of each semester may be substituted in the two weeks prior to the beginning of the fall and spring in-service days, not to include the mandatory in-service day. The immediate supervisor should be notified of schedule arrangement.

ARTICLE XII: GRIEVANCE PROCEDURE

DEFINITION

Grievance: A complaint by a teacher, group of teachers, or FSCAPE 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.

A. PROCEDURE

Level One

The aggrieved person may first discuss the problem with his/her division chairperson. During this discussion the aggrieved person, either directly or through a FSCAPE grievance representative, shall seek to resolve the matter informally.

Level Two

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) working days of discussion of the grievance, he/she may file the grievance in writing simultaneously with FSCAPE or its designee and the Vice President of Academic Affairs.

(b) Within one week after receipt of the written grievance, the Vice President of Academic Affairs will meet with the aggrieved person and a representative of FSCAPE in an effort to resolve it. The Vice President of Academic Affairs shall submit his/her decision in writing to the aggrieved person and the FSCAPE President within five (5) working days after the meeting.

Level Three

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) working days after discussion of the grievance, he/she may file the grievance in writing simultaneously with FSCAPE or its designee, and the College President.

(b) Within five (5) working days after receipt of the written grievance, the college President will meet with the aggrieved person and a FSCAPE representative in an effort to resolve it. The college President shall submit his/her decision in writing to the aggrieved person and the FSCAPE President within five (5) working days after the meeting.

Level Four

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within five (5) working days after presentation of the grievance, he/she may forward the grievance to the Board of Trustees.

(b) Within five (5) working days after receipt of the written grievance, the Board or its designee will meet with the aggrieved person and his/her FSCAPE representative in an effort to resolve it. The Board shall submit its decision in writing to the aggrieved person and the FSCAPE President within five (5) working days of the meeting.

B. RIGHTS OF TEACHERS TO REPRESENTATION

1. No reprisals of any kind will be taken by the Board for participation in this procedure.
2. A teacher may be represented at all stages of the grievance procedure independently or upon request to FSCAPE, by an Association representative. However, said teacher shall be present at all conferences, meetings, hearings, etc., involving the grievance procedure.

C. MISCELLANEOUS:

1. The number of days indicated at each level is working days and should be considered as a maximum, and every effort should be made to expedite the process. The time limit specified, however, may be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the days shall be those days in which the office is open for business.
3. If a Board, or any of its administrative staff, does not present a written decision within the time allotted involving any decisions to be made at Levels Three and Four of the Grievance Procedure, such failure to act shall be an admission that the grievance was justified and the aggrieved person shall receive the remedy he/she is seeking so long as said remedy does not violate the terms and conditions of this agreement or the laws of the State of Kansas.
4. Decisions rendered at Levels Two, Three, and Four of the Grievance Procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest, FSCAPE, or its designee.
5. When it is necessary for FSCAPE, or its representative, to attend a grievance meeting or hearing during the school day, they will, upon notice to the President or immediate

supervisor, be released without loss of pay. Any employee whose appearance at such meeting or hearing as a witness will be accorded the same right.

6. The President of the College has the right to supersede at Levels One and Two at his/her sole option, in an effort to bring it immediately to Level Three.

ARTICLE XIII: PROFESSIONAL EMPLOYEES ASSOCIATION RIGHTS

Access to Buildings

Duly authorized representatives of FSCAPE shall be permitted to transact official association business on school property at all reasonable times during the time such buildings are normally open for College business. It is further provided that such activities shall in no way interrupt classroom activities or other regular duties of employees of the College.

Bulletin Board and Mail Service

FSCAPE shall have the right to post notices of activities and matters of Association concerns on an employee bulletin board which will be provided by the Board in the faculty lounge of "A" building or an appropriate area in other buildings, and FSCAPE shall have the right to place notices in the faculty mailboxes.

Exclusive Rights

The rights granted in this agreement are exclusively those of the recognized representative of the teachers under the provisions of the Kansas Professional Negotiations Act.

Payroll Deduction Dues

Within thirty (30) days after receipt of written authorization from the teacher, the Board may deduct dues from the salary of that particular teacher and make appropriate remittance. Such authorization shall continue in effect from year to year. Amounts to be deducted shall be supplied to the Board in the authorization signed by the particular teacher to be charged. Prior authorizations existing on the effective date of this agreement shall continue in full force and effect if he/she meets the requirements of this agreement unless and until revoked in writing by the employee. The Board shall transmit to the FSCAPE designee the total monthly deduction for the professional dues within ten (10) days following each regular pay period.

Use of Facilities and Equipment

FSCAPE shall have the right to use school facilities and equipment including, but not limited to, typewriters, duplicating equipment, calculators, computers, audiovisual equipment, and such other equipment which is not otherwise in use by the College. Such use shall not interfere with the College's normal and regular use of said equipment and FSCAPE shall reimburse the College

for the actual costs of all paper, supplies, and copies. FSCAPE shall have the right to hold meetings in the school buildings at normal times during the period of time when said buildings are normally open for school use. Reservations for the use of said buildings shall be made in advance with the office of the President and FSCAPE shall be responsible and liable to the College for any additional utilities, salaries, or other costs to the College as a result of said use.

ARTICLE XIV: UNIFORM PROFESSIONAL EMPLOYEES CONTRACT PAYMENT DATES

The Professional Employees' contracts (except Business & Industry and Cosmetology instructors) will have a uniform payment date. The salary specified in said contracts will be payable in twelve (12) equal installments on or about the 15th day of each calendar month beginning August 15th of each year. The final installment of the contract will be paid on or about July 15th of the contract year. Business & Industry and Cosmetology instructors will receive their first payment on or about July 15th, and the final payment date on or about June 15th of the contract year. If the 15th of the month falls on a weekend or a holiday, payment will be made on the last working day preceding the 15th. Overload pay for fall and spring semesters will be paid after certification of course rosters in one of the following special payrolls: on October 1, December 1, March 1, and May 1.

ARTICLE XV: STUDENT ADVISING, INVOLVEMENT, AND COMMITTEE ASSIGNMENTS

A. Professional Employees may volunteer through the Vice President of Academic Affairs' office for student advising. Volunteer advisors will not be compensated. The recommendation is that faculty advisors be limited to twenty-five (25) students per semester.

B. It will be the responsibility of the teacher advisor to consult with the Counseling Office when student advisees make any significant alteration of education plans.

ARTICLE XVI: FORM OF CONTRACT

A. It is agreed between the parties that the form of the contract presently used by the College shall continue.

ARTICLE XVII: ASSIGNMENT OF CLASS TIMES AND LOAD

It is mutually agreed between the parties, that the Board of Trustees and the administration have the right to assign the various times the teachers will hold their classes and the class load that each individual teacher will be required to carry (not to exceed seventeen (17) credit hours per semester nor more than thirty (30) total credit hours during the fall and spring

semesters, without additional financial benefits). The only exception to the above is for Business & Industry, EWT, CE-ETC/MILL, John Deere, Harley Davidson and Cosmetology teachers. Both parties agree that this is a right held by the Board of Trustees and the administration under the present contract through the terms of the Management Rights clause.

ARTICLE XVIII: SALARY

A Salary Schedule adopted by the Board of Trustees will be used for placement of members of the bargaining unit members. A Salary Schedule column is designated for Cosmetology, based on a twelve (12) month contract; all other members of the bargaining unit are placed on the salary schedule columns based on a nine (9) month contract according to level of education and years of full-time teaching experience in an educational institution. Approved nursing clinical experience may be counted on a two-for-one basis up to ten (10) years for teaching experience. (Example: Eight (8) years of clinical experience is equated to step 4 for nursing instructors on the Salary Schedule.) Beginning with the 2005-2006 school years, hiring of new employees covered under the bargaining unit, may have up to two (2) years deducted from their previous full-time experience before placement on the salary schedule. The intent of this provision is to compensate for current employees covered under the bargaining unit, whose step increase was frozen.

For the 2014/2015-year, there will be one vertical step advancement on the salary schedule for full-time faculty with continuing contract from the 2013/2014 academic year.

For Career and Technical Education faculty, professional work experience in a related field may be counted on a two-for-one basis up to ten years for teaching experience.

Degree Placement &/or Movement

Increments of fifteen (15) approved college credit hours gained after employment shall entitle the professional employee to advancement on the salary schedule. In order to be eligible for a lateral move on the salary schedule, proper written notification of intent to complete additional hours must be given to the appropriate vice president and the business office by April 1st of a given calendar year. Faculty members must have completed the required hours of approved credit by August 1st of the following year. Approved credit shall be defined as a program of study or a sequence of courses (which may include non graduate hours) planned by the faculty member and approved by his or her Vice President of Academic Affairs.

- (a) Advancement to each of the next levels past a Master's degree level and up to a Master's degree + 45 requires substantiation of credit hours by grade report or transcript from the academic institution where the applicable graduate course work was completed.

(b) Advancement to the Doctorate degree level requires the conferring of the Doctorate and the filing with the appropriate office a transcript from the conferring academic institution showing completion of the degree.

Following completion of the additional hours and/or degree, an official transcript must be filed with the appropriate office prior to August 1st of the school year.

Faculty Development Fund

The Board of Trustees will appropriate a sum, not to exceed \$7,500 per annum, for the purpose of facilitating faculty development. Faculty development shall be defined as an approved course of graduate study leading to advanced proficiency in the bargaining unit member's area of professional competence. An approved course of graduate study shall be defined as a program of graduate study agreed to by the appropriate vice president and the bargaining unit member. A faculty committee shall review an approved application and determine the amount of assistance that will be made available to the bargaining unit member.

A contract between the bargaining unit member and the Board of Trustees shall stipulate that the bargaining unit member will continue his or her employment at FSCC for a minimum of two contract years after the completion of the program. If this condition is not met, the bargaining unit member shall agree to return the stipend(s) in full. The full stipend awarded to the bargaining unit member will be deducted from the remaining pay due to the employee if the employee leaves before the two year period after the completion of the program the stipend was approved for. This paragraph shall be considered null and void in the case of a termination of the bargaining unit member's contract initiated by the Board of Trustees.

Overload Compensation

The base pay for courses taught as overload or outside of contract days will be \$650 per credit hour. On an annual basis, the Vice President of Academics will determine what classes will be taught as normal professional work load as defined by Article VII section (e) of this agreement. Full-time faculty whose work load is in excess of that specified in his/her contract shall be given the first option to teach up to five credit hours of overload in their curricular field per semester.

2021-2022: \$500 added to the base salary plus two steps on the salary schedule. Also, column movement for anyone who has attained a higher degree over the past year, per the salary schedule.

2022-2023: Contract negotiations will be opened if enrollment on October 1, 2022 is at least equal to or greater than enrollment was on October 1, 2019, or by mutual agreement. If an increase in pay is

allocated, the increase in salary will be retroactive to July 1, 2022. If the contract negotiations are not opened due to the terms listed above for 2022-2023, column movement will be approved for anyone who has attained movement in the past year, per the salary schedule. An increase of \$1,000 will be added to the base salary.

SALARY SCHEDULE FOR 2022-23

| STEP | NON-DEG | BS | MS | MS+15 | MS+30 | MS+45 | PHD |
|-------------|----------------|-----------|-----------|--------------|--------------|--------------|------------|
| 1 | 28,560 | 32,250 | 33,410 | 34,275 | 35,155 | 36,075 | 37,640 |
| 2 | 29,285 | 32,850 | 34,085 | 35,010 | 35,935 | 36,900 | 38,490 |
| 3 | 30,010 | 33,450 | 34,760 | 35,745 | 36,715 | 37,725 | 39,340 |
| 4 | 30,735 | 34,050 | 35,435 | 36,480 | 37,495 | 38,550 | 40,190 |
| 5 | 31,460 | 34,650 | 36,110 | 37,215 | 38,275 | 39,375 | 41,040 |
| 6 | 32,185 | 35,250 | 36,785 | 37,950 | 39,055 | 40,200 | 41,890 |
| 7 | 32,910 | 35,850 | 37,460 | 38,685 | 39,835 | 41,025 | 42,740 |
| 8 | 33,635 | 36,450 | 38,135 | 39,420 | 40,615 | 41,850 | 43,590 |
| 9 | 34,360 | 37,050 | 38,810 | 40,155 | 41,395 | 42,675 | 44,440 |
| 10 | 35,085 | 37,650 | 39,485 | 40,890 | 42,175 | 43,500 | 45,290 |
| 11 | 35,810 | 38,250 | 40,160 | 41,625 | 42,955 | 44,325 | 46,140 |
| 12 | 36,535 | 38,850 | 40,835 | 42,360 | 43,735 | 45,150 | 46,990 |
| 13 | 37,260 | | 41,510 | 43,095 | 44,515 | 45,975 | 47,840 |
| 14 | 37,985 | | 42,185 | 43,830 | 45,295 | 46,800 | 48,690 |
| 15 | 38,710 | | 42,860 | 44,565 | 46,075 | 47,625 | 49,540 |
| 16 | 39,435 | | 43,535 | 45,300 | 46,855 | 48,450 | 50,390 |
| 17 | 40,160 | | 44,210 | 46,035 | 47,635 | 49,275 | 51,240 |
| 18 | 40,885 | | | 46,770 | 48,415 | 50,100 | 52,090 |
| 19 | 41,610 | | | | 49,195 | 50,925 | 52,940 |
| 20 | 42,335 | | | | | 51,750 | 53,790 |

Additional \$500 for each year of full-time teaching beyond final step in columns BS through PhD. This \$500 will only be given in years where steps are negotiated and is a cumulative amount.

ARTICLE XIX: SICK LEAVE

Loss of Time -- Sick Leave Regulations

Full-time employees are granted eighty (80) hours sick leave for the year, accumulative to nine hundred sixty (960) hours for sickness of themselves, or serious illness, or death in the immediate family. Immediate family is defined as the mother, father, brother, sister, husband, wife, daughter, son, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren. To be entitled to annual sick leave credit, an employee must report for duty at least one day at the beginning of his/her new period of employment.

Full-time employees shall be entitled to three days loss of time each year to attend the funeral of a friend or relative, who is not a member of the immediate family, or a wedding or graduation within the immediate family, or answer to a subpoena to appear in court. Loss of time under this provision shall be charged against the sick leave credit balance. Twenty four (24) hours of personal leave per year are granted which will not be counted against the employees' sick leave credit balance.

The Director of Human Resources shall keep an accumulative record of all employees. Request of salary for paid absence from work for reasons other than those mentioned above must be in writing and must be approved by the President of the College in advance of absences. It is expected that the College employee will inform the administration of all absences as early as possible so appropriate measures can be taken to execute his/her normal duties.

Approved absences to attend professional meetings, conventions, etc., will not be counted against the sick leave balance. Absences occurring which are beyond the control of the instructor or employee, such as jury duty, act of God, etc., shall be dealt with individually by the President of the College and approved by the Board of Trustees. All other absences shall be prorated as an hourly charge against the employee's annual base contracted salary.

Sick Leave Pool

The Sick Leave Pool is intended to be used by participating full-time faculty if they have exhausted their own sick leave and personal days due to a catastrophic illness or injury to themselves. A faculty member may request special consideration for absences due to injury or illness of an immediate family member. At the time the Sick Leave Pool is established and approved by the Board of Trustees, any faculty member wishing to participate in the Sick Leave Pool will be allowed to contribute sixteen (16) hours to the Pool. After the establishment of the Pool, the following rules will apply:

- A. The Sick Leave Pool is created by allowing full-time faculty at Fort Scott Community College to contribute sick days from their accumulated sick leave. Faculty will receive a Sick Leave Pool contribution form with their August paycheck each year. Those wishing to contribute to the Sick Leave Pool should complete the form and return it to the Payroll Department no later than September 5th.

B. The Sick Leave Pool is managed or administered by a committee made up of three (3) members of the bargaining unit.

C. The Sick Leave Pool Committee (SLPC) will meet on the first (1st) Tuesday of each month at which time decisions will be made and administered. Any SLPC member may call a meeting as long as there is at least five (5) days' notice, but this is only intended for emergency situations. Regular business should wait for the regularly scheduled monthly meeting time. If there is no business, the SLPC will not convene.

D. In order to utilize the Sick Leave Pool (SLP), the faculty member must have contributed a minimum of eight (8) hours during the previous school year. The SLPC will not entertain requests from faculty members who did not contribute during the previous school year unless unanimously determined as an exception by the SLPC.

Example of an exception: New employee, sick leave pool has reached its maximum accumulation of sick days allowed, new employee could elect to participate but sick days would not be deducted from new employees balance until at such time the SLP went below the maximum level of 2000 contributed sick day hours.

E. The Sick Leave Pool has a maximum level of 2000 contributed sick day hours. The maximum level can only be increased by approval of the FSCC Board of Trustees. If the SLP falls below eighty (80) hours, an open enrollment may be determined by a unanimous vote of the SLPC.

F. Open enrollment is a condition in which any full-time faculty member may contribute a minimum of eight (8) hours and a maximum of sixteen (16) hours in order to increase the number of available days in the SLP. Open enrollment may only be called by a unanimous vote of the SLPC and will be limited to eighty (80) working hours of enrollment time before the open enrollment is deemed closed.

G. Under normal conditions, the SLPC may award a maximum of eighty (80) sick hours to any participant within one school year. The SLPC may increase the maximum number of sick day hours available from the SLP, but only with a unanimous vote of the SLPC.

H. Hours contributed in the August enrollment by a full-time bargaining unit faculty member will be deposited in the SLP in the month of May the following year if the SLP has fallen below 2000 hours. In the event that the hours are not needed the SLP hours contributed by the full-time bargaining unit faculty member will be directly credited back to the participant. Participating faculty members may qualify for the use of the SLPC days if they exhaust all of their accumulated sick leave and personal days and have no other means of financial support.

I. The SLPC may not be used to cover a participant who is receiving pay or is eligible to receive pay from workers compensation, KPERS disability or other disability insurance, or assistance while unable to work.

J. This sick leave pool policy may be reviewed by the Board of Trustees and the recognized Faculty Association, as they deem necessary.

K. The Director of Human Resources shall keep a record of each member's contributions and use of the SLP hours and the starting and ending balance of the SLP hours for each year. A summary statement shall be provided to the SLPC on the last working day of September of each year. The summary shall include:

1. ending SLP hours balance since last statement;
2. total contributions to the SLP since last statement;
3. total SLP hours used since last statement.

The intent of this sick leave pool is to assist full-time faculty members who suffer prolonged illness or disability to work.

ARTICLE XX: CLASS DEVELOPMENT

It is mutually agreed between the parties that a teacher or instructor may receive payment as follows for development of courses: \$400 per credit hour for on-line courses and \$300 per credit hour for other courses. Payment for development of new programs and related courses will be determined on an individual basis by the Vice President of Academic Affairs. To qualify for the payment for class proposal, the instructor, or teacher must request and receive course approval from the FSCC Curriculum Committee, and the Vice President of Academic Affairs. The intent of this proposal is to develop and improve curriculum and develop creativity, and not to be used for maintenance of programs.

ARTICLE XXI: WORK PROJECT DEFINITIONS

1. Purpose

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

2. Definition of Terms

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

- A. "Inventions" means all devices, discoveries, processes, methods, uses, products, or combinations whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.
- B. "Written materials" means all instruction, literary, art, dramatic, and musical materials or works, computer programs, and all other materials, published, or unpublished, whether or not copyrighted or copyrightable.
- C. "Recorded materials" means all sound, visual, audiovisual, films or tapes, videotapes,

kinescopes, or other records or transcriptions, published or unpublished, whether or not copyrighted or copyrightable.

D. "Materials" means written materials and recorded materials.

E. "College support" means release time, grant money, equipment, material, that which is developed as part of the bargaining unit member's course of duties, or other non-incident financial or material assistance. The significance of College assistance will be determined by a Copyright and Patent Committee subject to review by the College President or his/her designee and the Board of Trustees.

F. "Net proceeds" means gross receipts there from (including rents, royalties dividends, earnings, gains, and other sale proceeds) less all costs, expenses, and losses paid or incurred by Fort Scott Community College in connection therewith (including all direct costs and expenses, indirect costs and expenses, as allocated and determined by the College and the costs and expenses of obtaining and securing patents or copyrights and all attorney's fees.)

G. "Commissioned" means specific projects, works, or products contracted for by the College with an individual or group of individuals for a time specified in the commission contract.

3. Inquiry to the Copyrights and Patents Committee

To ascertain whether any inventions or materials members of the faculty are planning to prepare, preparing, or have prepared, will be considered College supported. As set forth in this policy, a bargaining unit member initiates an inquiry to the College Committee on Copyrights and Patents, hereafter called the "Committee" to which inquiry the Committee will respond. The Committee shall be appointed by the President and shall consist of five members: two administrators, two bargaining unit members, and one officer of FSCAPE.

Either a bargaining unit member or the FSCAPE officer will serve as the chairperson, chairing the meetings and keeping a record of the meetings and the Committee's decisions. The burden of responsibility for seeking agreement concerning the ownership of all inventions and materials developed by a bargaining unit member shall be on the bargaining unit member.

4. Ownership and Equity

The following shall be used as a guideline in determining the ownership, use, and distribution of proceeds from inventions and material as defined in Section 2.

A. The Fort Scott Community College recognizes that ownership and proceeds resulting from materials and inventions when not commissioned by the College, and the preparation of which were not supported or assisted in any non-incident way by the College, belong to those who created such material and inventions.

B. The College further recognizes that material and inventions may be produced by a faculty member under College support as part of a member's course of duties, release time, grant money, equipment, or other material or financial assistance.

C. The legal title to all materials and inventions as defined in Section 2 shall be held by Fort Scott Community College when developed through College support or when commissioned, subject to the provisions of Sections 4.D and 5 of this article; provided, however, materials and inventions produced under grants from the federal government or other agency, public or private, shall be subject to the conditions of the contract or grant with respect to ownership, distribution and use, and other residual rights, including net proceeds; and provided further, ownership to written materials generated as a result of individual initiative, and not a College assignment, and where only incidental use of College facilities or resources are employed should normally reside with the author. Where feasible, formal statutory copyrights shall be obtained for materials in the name of Fort Scott Community College. In the case of patents, all applications shall be accompanied by appropriate assignments to assure ownership by the Community College.

D. If a faculty member requests in writing that the College produce or have produced inventions or materials developed by the faculty member with College support and approval and the College declines to produce or have produced these inventions or materials, the College may transfer its rights to the bargaining unit member so that the faculty member may produce or have produced these inventions and materials for sale without reference to the College's name.

5. Distribution of Proceeds

A. Net proceeds resulting from inventions and materials shall, as between the Fort Scott Community College and the faculty member involved, be divided as follows:

(i.) Twenty-five percent of all net proceeds from the sale or licensing of college supported written materials will go to the College and 75% will be retained by the originating faculty member.

(ii.) Seventy-five percent of all net proceeds resulting from the sale or licensing of College supported recorded materials and inventions will be to the College and 25% will be retained by the originating faculty member.

B. When the College commissions the development work, the College shall have all rights to the proceeds in inventions and materials, except as otherwise specified in writing in the commission contract.

6. Inventions and Materials Developed by Consulting Work

Inventions and materials made or developed solely in the course of consulting work performed by a faculty member for outside organizations, for which written approval of the President of

the College or his/her designee has been obtained, shall not be considered as having been College supported or College commissioned; and all rights to such inventions and materials, other than those involving the non-incidental use of College funds or facilities, shall remain with the individual unless otherwise provided in the President's approval.

7. College use of Income from Copyright and Invention Proceeds

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

8. Releases

The faculty member shall be responsible for obtaining appropriate written releases from individuals identified in, or in some manner requested to participate in the creation of College personnel indicating that to the best of his/her knowledge, any of the materials developed do not infringe on existing copyrights or other legal rights.

ARTICLE XXII: ACADEMIC FREEDOM

1. Academic freedom

Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, and presentation of facts and ideas concerning human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal job responsibilities.

2. Classroom presentation and discussion

As a vital component of academic freedom, teachers shall be solely responsible for decisions regarding materials used for the instruction of students. Accordingly, employees shall be guaranteed full freedom in classroom presentations and discussions and may introduce issues that have economic, political, scientific, or social significance, or otherwise controversial material relevant to course content.

3. Personal expression

No teacher shall be prevented from wearing pins or other identification or symbolism in expression of membership in the association, religious orders, political systems, or sympathy with social causes or traditions outside the normal job responsibilities. In performing teaching functions, teachers shall have reasonable freedom to express their opinions in an objective manner on all matters relevant to the course content. A teacher, however, shall not utilize her/his position to indoctrinate students with her/his own personal, political and/or religious views.

4. Nondiscrimination

No teacher will be subject to discrimination or harassment in any terms or conditions of employment because of her/his personal opinion or scholarly, literary, or artistic endeavors.

5. Alteration of grades

Grades given a student by a teacher shall be final and not subject to alteration unless fraud, bad faith, incompetency, or mistake can be shown on the part of said employee. Under extenuating circumstances, a grade may be changed by the Vice President of Academic Affairs to a withdrawal provided that the instructor is notified of the grade change and reason.

(Modified from Academic Freedom in Higher Education, December 2007, www.nea.org)

ARTICLE XXIII: RETIREMENT

A Professional Employee at Fort Scott Community College is eligible for a percentage of the value of his/her unused sick leave upon retirement, subject to a maximum of thirty (30) days if such person:

A. Is currently employed full time and is sixty (60) years of age on or before June 30th of the retiring year; or is currently employed full time and has met the KPERS eligibility requirements for full retirement; and

B. Has a minimum of 15 years of full-time service with the College.

Retirement is entirely voluntary and at the discretion of an eligible employee.

Eligibility for payment of the specified value of unused sick leave upon retirement will be determined by the records of Fort Scott Community College. An employee notifying FSCC of his/her intent to retire shall have the responsibility to provide all facts and information necessary to prove eligibility for the value of their unused sick leave, subject to a maximum of thirty (30) days.

1. Application. An employee must notify the president of the College of his/her intent to retire. Such written notice shall be submitted on or before February 1st preceding the anticipated retirement date and shall include the following information:

A. A statement of the applicant's intent to retire.

B. The anticipated date of retirement.

Following final action by the Board of Trustees on any application for retirement, the College President shall notify the applicant in writing of the final disposition and the date and the value of his/her unused sick leave.

2. Unused Sick Leave Benefits. The unused sick leave benefit shall be based on the applicant's current base contract salary. The applicant will receive 50% of the value of his/her unused sick leave for faculty with 25 or more years of full time service, 40% for faculty with 20-24 years of

full time service, and 30% for faculty with 15-20 years of full time service, subject to a maximum of thirty (30) days. Payment will be paid on a special payroll on the first of the month following retirement of an eligible faculty member.

Prior to April 1st, the College President and/or Business Officer shall calculate and determine the payment for unused sick leave for retirement costs for the coming school year. For the purpose of such calculations, it shall be assumed that such employee will retire as of July 1st of the current calendar year. This calculation will be based upon the specified value of the applicant's unused sick leave, subject to a maximum of thirty (30) days.

3. Terms and Conditions. The following terms and conditions shall apply to the College's early retirement plan.

A. As used in this policy, the term "school year" means that period of time from July 1st through June 30th.

B. The employee may continue in the College's health program at his/her own expense unless not allowed or disallowed by the policies of the insurance company or a state agency.

C. An employee who receives a percentage of the value of his/her unused sick leave upon retirement, subject to a maximum of thirty (30) days shall not thereafter be eligible for employment by the College. Exception will be made for substitute teacher assignments and other special assignments based on the needs of the College as determined and approved by the Board of Trustees.

D. If any provision of this payment for unused sick leave policy is determined to be in violation of federal or state laws or regulation, the entire plan shall be reviewed by FS-CAPE and the Board of Trustees and appropriate action taken.

Note: If the faculty member has been working at FSCC as a full time faculty member for less than 15 years, then the faculty member shall be paid 15% of the value of his/her unused sick leave. All other conditions and terms of Article XXIII apply.

ARTICLE XXIV: FRINGE BENEFIT

It is mutually agreed that as a fringe benefit, Fort Scott Community College will provide the Professional Employees that come under this agreement the option of health insurance with Fort Scott Community College paying a minimum of 90% of the employee benefit premium and 50% of dependent benefit premium.

ARTICLE XXV: FACULTY EVALUATION; ADMINISTRATIVE EVALUATION, STUDENT EVALUATION, SELF EVALUATION

To comply with K.S.A. 71-216.

The following time frame establishes the dates for the completion of the three components (administrative evaluation, student evaluation, self-evaluation) of evaluation and development for full-time and part-time faculty for all face-to-face and distance delivery courses. Faculty in the first two consecutive school years of employment shall be evaluated at least one time per semester. Any employee who is not employed for the entire semester shall not be required to be evaluated. During the third and fourth years of employment, every employee shall be evaluated at least one time each school year. After the fourth year of employment every employee shall be evaluated at least once in every three years.

- For instructors employed during the first two years, student evaluations will be conducted each semester; self and administrative evaluations with subsequent conferences will be conducted each semester.
- For those instructors employed during their third and fourth years, student evaluations will be conducted no later than December 1 of the fall semester each year. Self and administrative evaluations with subsequent conferences will be conducted no later than February 15 of the spring semester each year.
- For instructors employed fifth and proceeding years, student evaluations will be conducted no later than April 15 of the spring semester each year. Self and administrative evaluations with subsequent conferences will be conducted no later than May of the spring semester every third year.
 - The Vice President of Academic Affairs, or their designee, has the overall responsibility of administering the faculty evaluation and development system.

ARTICLE XXVI: COMPLETE AGREEMENT

This contract contains all the agreements, covenants, stipulations, and understandings of the parties with respect to the terms and conditions of professional service and with respect to all other matters dealt with herein. No office, agent, or representative of either of the parties has authority to make representations or agreements in conflict herewith and not included herein that will affect the rights of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at Fort Scott, Kansas, the ____ day of September 6, 2022.

FORT SCOTT COMMUNITY COLLEGE

**FORT SCOTT COLLEGE ASSOCIATION OF
PROFESSIONAL EMPLOYEES/KNEA/NEA**

**Chairman, Board of Trustees
John Bartelsmeyer**

**President
Robert Doyle**

**President
Alysia Johnston**

Vice President