

MASTER CONTRACT

Between

THE BOARD OF TRUSTEES

Kansas City Kansas Community College and THE FACULTY ASSOCIATION OF KNEA Kansas City Kansas Community College 07/01/2023 – 06/30/2024

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Article I. Definitions

TITLE	DEFINITIONS
ADMINISTRATION	All persons employed by the Board in the following positions:
	President, Vice Presidents, Chief Officers, Deans, and Directors
	whose salaries are not determined by the Professional Employee's
	salary schedule.
ASSOCIATION	The Kansas City Kansas Community College Faculty Association
	which is affiliated with the Kansas National Education Association
	(KNEA) and the National Education
DOADD	Association (NEA).
BOARD	The Board of Trustees of the Kansas City Kansas Community College.
DAYS	A day for 182-day employees and 212-day employees shall
DATS	mean the regular working school day
DUTY DAY	Faculty duty days are those days on which a faculty member
DOTT DAT	(professional employee) performs either non-teaching assignments
	or teaching assignments. On days in which classes are not
	scheduled college-wide, excluding holiday break periods, faculty will
	be expected to participate in entire campus meetings, committee
	meetings, division or departmental meetings, in-service trainings, or
	other specific assignments.
KNEA	Kansas National Education Association
PROFESSIONAL	Any employee employed by the Board whose salary is determined
EMPLOYEE	by either the 182 or 212-day Professional
	Employee's salary schedule.
Probationary	A Probationary Professional Employee is any Professional
Professional	Employee in their first three years of continuous contract.
Employee	
Non-Probationary	A Non-Probationary Professional Employee is any Professional
Professional	Employee at the beginning of, or beyond, their fourth year of
Employee INTERIM	continuous contract. Any employee who accepts a non-renewable contract.
EMPLOYEE	Any employee who accepts a non-renewable contract.
YEAR	The year, for the 182-day employee, shall mean the 2-semester
	academic year. The year, for the 212-day employee, shall begin on
	July 1 and continue through June 30 of the following year and
	include the 212-days the employee contracts to work.

Article II. General Provisions

- A. Contract Reference and Term. The agreement set forth herein shall be included by reference in the contracts of all professional employees employed by the Kansas City Kansas Community College. This agreement shall be made part of the professional employee's individual comprehensive contract with the same force and effect as though fully set forth therein; and it shall remain in full force and effect from and after July 1, 2023 to June 30, 2024.
- **B. Savings Clause**. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, until such time as a higher authority overturns the decision of a lower court, at which time such provision or applications shall continue in full force and effect.
- **C.** Successor Agreement Clause. The Board and the Faculty Association agree that this agreement shall be binding on their successors, if any, during the term of this agreement.
- **D. General Provisions**. Should any agreement in the Master Contract be inconsistent with the Policy Manual, the manual will be superseded by the Master Contract.
- **E. Distribution**. Upon execution of the Master Contract, the Board will have a copy of it made available to each professional employee within thirty days in digital or hardcopy format.
- **F.** Amendment to Agreement. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- **G. Negotiations Procedures.** Parties shall negotiate a procedure which shall be agreeable to both sides to facilitate negotiations.
- **H. Memoranda of Understanding.** An agreement between the Board of Trustees of Kansas City Kansas Community College and the KCKCC Faculty Association/KNEA.

Article III. Academic Freedom Statement

The College recognizes that academic freedom is essential to the fulfillment of the purposes of higher education and acknowledges the fundamental need to protect faculty members from censorship or restraint which might interfere with their obligations in the performance of professional duties.

Accordingly, faculty members shall be guaranteed full freedom in academic presentations and discussions and may introduce political, religious or otherwise controversial materials relevant to course content (and which does not infringe upon the rights of others). When faculty members are exercising their rights to citizenship in public, they should indicate that they are not official spokespersons for the College.

Article IV. Leaves and Absences from Campus

A. Absences from Campus

- 1. Professional Employees must notify the Dean of their Division, when possible, if they are to be absent from campus.
- 2. In case of illness, notification should be given to the Professional Employee's Dean at least one hour prior to the beginning of the first class to be missed.
- 3. Absences should be submitted online to the Professional Employee's supervisor. If not submitted before the absence, it should be submitted as soon as the Professional Employee returns to work.
- 4. For the purposes of leave deductions, Professional Employees that are absent from work for a full work week will be required to submit 35 hours of leave.

B. Leaves

- Community Engagement Leave: Community Engagement leave can be taken by Professional Employees that want to volunteer to support eligible programs or agencies that focuses on enriching the lives of members in the community. An eligible organization is defined as a non-profit organization, governmental organization, health care facility or public charity.
- 2. KCKCC will grant eight (8) hours per contract year for the purposes of participating in volunteer activities. The leave can be taken in one full day or two half days. Leave that is not used by June 30th of each fiscal year is forfeited and will not be carried into the next calendar year. Unused leave will not be paid out upon separation of employment. The leave does not vest

- 3. In the event of a request for consideration of any leave of this nature, each leave shall be considered on the basis of its individual merit, with the final decision resting with the Professional Employees immediate supervisor.
- 4. The immediate supervisor has the discretion to deny approval of the requested leave if it inters with the business needs of the department.
- 5. **Emergency Leave**. Subject to the approval of the President or his/her designee, a maximum of five days' absence without deduction in pay for each event during any academic year shall be allowed for reasons of death or critical illness in the immediate family. Whenever possible, requests for approval of an absence under emergency leave provisions shall be made prior to the absence.
 - a. Emergency leave time shall not accumulate.
 - b. As used herein, "immediate family" shall be used to designate the professional employee's spouse, children, parents, grandparents, brothers, sisters, aunts, uncles, or anyone of like relationship by marriage, or any person living in the household of the faculty members.
 - c. In the event of controversy, the final decision on cases involving emergency leave as rendered by the President or his/her designee may be appealed to the Board of Trustees.
 - d. Emergency leave with pay shall be limited to a total of fifteen (15) days in any academic year.
- 6. **Personal Leave**. Professional employees shall be granted up to three (3) days personal leave per year subject to the following provisions:
 - a. Notice of personal leave shall be made in advance of or on the day of leave. If the request is not submitted in advance or on the day of the leave, the request must be submitted within 48 hours after the employee returns to work and shall be submitted online to the professional employee's immediate supervisor for approval.
 - b. Professional employees shall not be required to state reasons for requesting personal leave.
 - c. Personal leave time may be denied if the professional employee's absence will directly interfere with the operation of the College during the time requested.
 - d. Personal leave time for 182-day faculty may be taken in 0.5 hour increments.
 - e. Personal leave time for 212-day faculty may be taken in 0.5 hour increments.

- Professional Leave. Membership in professional organizations is recommended.
 - a. Professional employees who attend meetings as school representatives will be reimbursed for expenses incurred.
 - b. Professional employees who attend meetings of professional organizations will be granted time off without loss of pay, provided that their request is approved prior to the meeting by their immediate supervisor.
 - c. Professional leave time may be denied if the professional employee's absence will directly interfere with the operation of the College during the time requested.
- 8. **Birth or Care of a Child.** This leave shall be granted for the birth, adoption or foster care of a child and must be taken within the twelve (12) month period following the birth, adoption or placement of a child. Birth or Care of a Child leave is a leave without pay as permitted under the Family Medical Leave Act of 1993. However, Professional Employees are required to use any other available paid or unpaid leave concurrently with Birth or Care of a Child Leave. This includes sick, personal or vacation leaves. All available paid leave is to be exhausted prior to having unpaid time-off under and approved Birth or Care of a Child leave.
 - a. If a 182 or 212-day instructional, professional employee requests Birth or Care of a Child leave, the Professional Employee should submit their request in writing to the immediate supervisor and Human Resources. Notice should ordinarily be provided at least 30 days in advance of the requested leave. Once approved, suspension of responsibilities shall begin upon the date medically determined or at the time agreed upon by the employee and the immediate supervisor and Human Resources.
 - b. Benefit accruals, such as personal, sick or holiday benefits will be suspended during the unpaid portion of the leave. Employees will remain active in the group health insurance program. KCKCC will continue to pay the percentage of premiums normally paid for KCKCC and they will be responsible for continuing to pay the regular portion of the premiums for group health insurance coverage.
 - c. The length of the leave is to be agreed upon by the professional employee and the immediate supervisor but shall not exceed 318 days (the time equivalent of three semesters).
 - d. Upon completion of Birth or Care of a Child leave, the professional employee will be placed on the salary schedule at the next level above that which was applicable during his/her last full-time employment. No

professional employee will advance on the salary schedule more than one step per academic year.

e. Professional employees on Birth or Care of a Child leave who wish to return to duty on a reduced hour basis prior to exhausting their leave may negotiate their return with their dean and Human Resources. The agreement is subject to the approval of the appropriate Vice President.

The agreement to return must include the nature of the work to be performed, the proportionate share of the faculty workload that the returning employee will perform, and the proportionate share of compensation of the normal workload. For example, if a faculty member has agreed to teach a three-credit hour course, he/she will be compensated at one-fifth of the compensation of the normal workload.

Declination of the leave request, including rationale, shall be submitted in writing to the professional employee no later than thirty days of leave request.

- Sick Leave. During the first academic year of employment, each new professional employee is entitled to one day's sick leave for each month of employment.
 - a. After the first academic year of employment, the full annual sick leave (ten (10) days for 182-day contract and eleven (11) days for 212-day contract) will be credited on July 1st and be available to the professional employee for use.
 - b. Sick leave shall accrue from year to year without limitation.
 - c. Days of accumulated sick leave credited to a professional employee under the previous sick leave policy of the college shall remain to the credit of the professional employee.
 - d. Unless taken as intermittent leave under the FMLA, sick leave must be taken in no less than 0.5 hour increments per event. When sick leave is taken in connection with FMLA Intermittent leave, the amount of leave actually taken by the employee to address the circumstances that precipitated the need for the leave will be deducted from the employee's sick leave entitlement.
 - e. 182-day professional employees employed for the summer session are entitled to one (1) day of sick leave without loss of pay in the case of illness. Summer sick leave days shall accrue to the total accumulative sick days at the first reporting day of the academic year.

- f. Sick leave may be used for any temporary disability due to a maternity condition.
- g. Professional Employees shall not be required to provide an explanation of the illness for which sick leave is requested. However, Professional Employees may be requested to provide a statement of health condition and/or physicians verification that they may safely return to work after three (3) consecutive days of absence on sick leave.
- h. In keeping with the FLSA compliance requirements, a professional employee who is absent for less than a full day due to sickness will still be paid the employee's regular salary even if the employee has a negative leave balance. If the professional employee has a negative leave balance and does not work any portion of their regular day due to illness, the professional employee will not receive their regular salary.
- 10. **Sabbatical Leave**. A professional employee will be eligible for consideration for a sabbatical leave after six years of full-time continuous service.

Sabbatical leaves related to 212-day professional employees shall equate to 106 days as equivalent to one semester.

- a. Compensation for a one-year sabbatical shall be one-half (.5) the annual contract rate based on his/her class and step. Professional employees on a one semester sabbatical shall receive one-half (.5) of the annual contract rate based on the instructor's class and step. No sabbatical leave shall extend beyond two semesters. If the professional employee on leave accepts gainful employment during the leave period, the amount of compensation received shall be deducted from the one semester's pay.
- b. The number of professional employees that may be on sabbatical leave is limited to three per academic year with no more than two on sabbatical during a single semester.
 - The purpose of granting such sabbatical leave is to provide an opportunity for the professional employee to pursue a fulltime approved program of study that would enhance his/her professional career for the improvement of the quality of education at the college.
- c. Upon completion of a sabbatical, the Professional Employee would be required to return to full-time instruction at the college for a period of two years.
 - If the Professional Employee does not complete the approved program or fails to return to full-time duties at the end of the leave period, the total sum of money paid during the sabbatical leave including fringe

benefits must be repaid to the college by July 1. If he/she returns for only a portion of the two-year requirement the amount of money owed to the college will be determined as follows:

- 1) Return for only one full semester three-fourths (3/4) of the total sum;
- 2) Return for only two full semesters one-half (1/2) of the total sum;
- 3) Return for only three full semesters one-fourth (1/4) of the total sum.

Portions of semesters will not be prorated, and all amounts owed to the college will be payable upon demand. If, for any reason beyond the control of the Professional Employee, the Board does not offer the professional employee a full-time contract for either of the two years following the sabbatical, the Professional Employee shall refund none of the moneys, neither wages nor benefits.

d. Applications for sabbatical leave must be submitted on or before the third Friday in October of each year. The initial submission must be made through the immediate supervisor in consultation with the applicant's peers.

The application will be forwarded to the Dean within the professional employee's supervisory chain. Upon approval of the Dean, the Vice President of Academic Affairs and the President, a recommendation shall be made to the Board for final action. A request for sabbatical leave which does not receive a positive recommendation from the Professional Employee's Dean, the Vice President of Academic Affairs and the President shall be deemed denied. The application should contain a general description or outline of the proposed course of study.

- e. If approved, a more detailed educational plan shall be submitted at a time designated by the Vice President of Academic Affairs, prior to the regularly scheduled meeting of the Board of Trustees in which action on the sabbatical leave request is to be considered. If approved by the Board, a contract would be proffered containing the specific terms of the program, compensation, and return agreement, etc.
- f. The Board shall reserve the right to deny all applications for sabbatical leave either because of budget limitations or if the proposed study is not deemed to be of sufficient value to the institution to warrant the additional cost. The operational efficiency of the remaining or available staff in the division would also have to be considered.

- g. Upon the Professional Employee's return to duty, he/she shall submit to the Vice President of Academic Affairs, the President or the professional employee's Dean, a full written report on sabbatical leave regarding the use of sabbatical leave and/or record of his/her activities during the period of the leave.
- h. Upon returning to full-time professional assignments after completion of the sabbatical period, the Professional Employee will be placed on the salary schedule at the next level above that which was applicable during his/her last full-time employment. Such Professional Employee will be placed in the appropriate class on the salary schedule.
- 11. Academic Leave. A leave of absence will be considered for all Professional Employees when requested by the professional employee concerned for the purpose of furthering additional graduate level pursuits. The leave of absence shall cover one academic year only, and the graduate work shall be full time. During such periods of absence, any Professional Employee will be provided a contract for a minimum legal amount to bind same, probably one dollar (\$1.00), and the college shall assume no other financial liability. In the event federal grant funds are available to assist said Professional Employee with expenses connected with this graduate study, consideration will be given toward the allocation of same. Upon returning to full-time teaching assignments after completion of the leave of absence period, the Professional Employee will be placed on the salary schedule at the next level above that which was applicable during their last full-time employment. Such Professional Employee will be placed in the appropriate class on the salary schedule.

Notice of intention to return to active duty or a request for extension of the leave must be made prior to March 1, so that any Professional Employee(s) appointed for the interim can be notified as to whether or not their contract is to be renewed prior to March 15.

C. Other Leaves and Absences

- Any Professional Employee desiring leave for reasons other than the above mentioned should apply in writing to the Board of Trustees through the President of the College.
- In addition to their regular assignment, Professional Employees are expected to participate in various service and development days. The required hours of service for each activity are listed below.
 - a. Welcome Week activities
 - 1) Convocation and VPAA meeting day 7 hours
 - 2) Assessment day 7 hours
 - 3) Professional development day 7 hours

- b. Division, department, and advisory board meetings (outlined by appropriate dean or department leader) -- based on scheduled meeting duration.
- c. Blue Devil Faculty Academy (new faculty) based on scheduled session duration.
- d. Graduation activities 3.5 hours per Commencement ceremony; 1 hour per program pinning.

ARTICLE V. Just Cause and Representation

Non-Probationary Professional Employees cannot be disciplined, discharged, or deprived of any employment right or benefit without Just Cause. Professional Employees are permitted to have union representation at disciplinary and investigatory meetings.

Article VI. Grievance Procedure

- A. Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems arising from a complaint by a Professional Employee or group of professional employees based on an alleged violation, misinterpretation or misapplication by the administration of a negotiated contract or agreement, a board policy, administrative regulation or practice affecting the condition of employment. This procedure shall not apply to disputes between or among faculty members, which shall be handled by the Faculty Senate. Moreover, it is not the intent of the parties that disputes alleging unlawful discrimination be resolved through the grievance procedure. Such matters shall be resolved in accordance with the College's nondiscrimination policies. However, challenges via the grievance process to the severity of the discipline imposed by the College President in response to a finding that a faculty member has violated the College's policy prohibiting unlawful discrimination may be submitted to the Board of Trustees. In connection with such a challenge, the accused faculty member may be represented by legal counsel or a Faculty Association representative.
- **B. Steps in Procedure**. The period to file a grievance or initiate the Informal Grievance Procedure will be within thirty (30) days of the incident.
- C. Number of Days. All reference to number of days in this procedure shall be determined to mean working school days for Professional Employee.
- **D. The Levels in the Grievance Procedure.** The levels in the grievance procedure will be the following:
 - 1. **Informal Grievance Procedure:** Conference between the aggrieved and the administration, specifically the person against whom the grievance is being brought. If the grievance cannot be solved through the informal grievance procedure, as indicated by written notice from either party to the other, then the aggrieved shall proceed to the Formal Grievance Procedure.

2. Formal Grievance Procedure

a. Level One: Faculty Association

- i If the aggrieved person is not satisfied with the disposition of his/her grievance at the Informal Grievance Procedure level, he/she may file the grievance with the Association or its designee for transmittal within five days of the conclusion of the Informal Grievance Procedure to the Faculty Unit Grievance Committee, appointed by the Faculty Association.
- ii Within five (5) days after receipt of the written grievance by the Faculty Association Grievance Committee, the Faculty Association Grievance Committee will meet with the aggrieved person and his/her representative from the association in an effort to resolve it. The Faculty Association Grievance Committee shall submit its recommendation in writing to the aggrieved person, the Association, and the Administrator against whom the grievance will be brought within ten (10) days of the last meeting on the matter.

b. Level Two: Administrator against whom the grievance is to be brought

- i If the aggrieved person is not satisfied with the disposition of his/her grievance in Level One, the grievance should be filed in writing simultaneously with the Association, or its designee, and the Administration. A grievance against Vice Presidents or Chief Officers shall commence at Level Three. A grievance against the President shall commence at Level Four. A grievance against the Board of Trustees shall commence at Level Five.
- ii. Within five days after receipt of the written grievance by Administrator, the Administrator will meet with the aggrieved person and his/her representative of the Association in an effort to resolve it. After the meeting between the aggrieved and the Administration, the Administration shall submit his/her decision in writing to the aggrieved person and the Association within ten (10) days after the meeting.

c. Level Three: Vice President or Chief Officer

- i If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance with the Association or its designee for transmittal within five days to the appropriate vice president.
- ii. Within five (5) days after receipt of the written grievance by the Vice President or Chief Officer of the College, the Vice President or Chief Officer of the College will meet the aggrieved person and his/her representative from the Association in an effort to resolve it. The Vice President or Chief

Officer of the College shall submit his/her decision in writing to the aggrieved person and the Association within ten (10) days of the last meeting on the matter.

d. Level Four: President

- i If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may file the grievance with the Association or its designee for transmittal within five (5) days to the President of the College.
- ii. Within ten (10) days after receipt of the written grievance by the President of the College, the President of the College will meet the aggrieved person and his/her representative from the Association in an effort to resolve it. The President of the College shall submit his/her decision in writing to the aggrieved person and the Association within ten days of the last meeting on the matter.

e. Level Five: Board of Trustees

- i If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Four, he/she may file the grievance with the Association or its designee for transmittal within five days to the Board of Trustees.
- ii. Upon receipt of the written grievance, the Board shall meet at its next regularly scheduled Board meeting with the aggrieved person and his/her representative from the Association in an effort to resolve it. If the grievance to the Board is submitted in less than ten (10) days of the next regularly scheduled Board meeting, the Board will meet with the aggrieved person and his/her representative at its following regularly scheduled Board meeting. The Board shall submit its decision in writing to the aggrieved person and the Association within ten days of the meeting.

E. Rights of Professional Employees to Representation.

- No reprisals of any kind will be taken by the Board of Trustees or by any member or representative of the administration against any aggrieved person, any party in interest, any Grievance Representative, or any other participant in the grievance procedure by reason of such participation.
- 2. A Professional Employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a Grievance Representative selected by the Association. If a Professional Employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

F. Miscellaneous

- Documentation. At every level of the grievance, the transfer of documents must be acknowledged by the recipient with his/her signed and dated receipt. This may be accomplished in person, by either party's designated agent, or by Certified US Mail with Signature Receipt.
- 2. Time Limits. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing and signed by both parties. Time limits will not become effective during the period that the administrator is either on sick leave or on professional leave conducting college business. The time limit will commence upon the administrator's return to campus.
- 3. Year-End Grievance. 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 academic year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 (thirty) days thereafter.
- 4. If, on levels one through four, no written decision is presented within the time allotted after the grievance hearing, such failure to act shall be considered a non-decision and the grievance will automatically advance to the next step. If, on levels one through four, the grievant and/or his/her representative fails to advance the grievance in a timely manner, the grievance shall be terminated.
- 5. If the Board of Trustees does not present a written decision within the time allotted after the grievance hearing, 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.
- 6. If, in the judgment of the Association, a grievance affects a group or class of Professional Employees, the Association may initiate and submit such grievance in writing to the Vice President of Academic Affairs directly and the processing of such grievance will be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure even though there is no individual aggrieved person who wishes to do so. Upon written request from two or more Professional Employees, the Association must initiate a grievance under the terms of this clause.
- 7. Decisions rendered at Levels Two through 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 and to the Association or its designee.
- 8. When it is necessary for a Grievance Representative, or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, the representative, upon notice to his/her immediate superior by the Association or its designee, will be released without loss

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- of pay in order to permit participation in the activities as described above. Any employee whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right.
- 9. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 10. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Board and the Association and given appropriate distribution by the Association as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the Board.

Article VII. Travel Pay

Professional Employees who are required to use their personal vehicles in the performance of professional duties will be reimbursed for such use at the rate established by the Internal Revenue Service for all college use. All Professional Employees shall submit a monthly statement of the mileage driven by them in the preceding calendar month on forms to be furnished by the college. Mileage shall be reimbursed anytime within the year when such reimbursement has accumulated to the sum of thirty-five dollars (\$35.00), but in no event later than the last working day of the Professional Employee. Only mileage claimed for travel that has received approval according to college policy will be reimbursed.

Article VIII. Severance Pay

Upon termination of employment, by retirement or release through no fault of his/her own or death, the full-time Professional Employee or his/her estate shall receive compensation equal to the number of accumulated days of sick leave in excess of ninety multiplied by the daily base rate of his/her salary class. The 90-day minimum will be decreased ten (10) days for every complete ten (10) years of service (no partial decades). No 182-day Professional Employee shall be compensated for more than one hundred eighty-two (182) days. No 212-day Professional Employee shall be compensated for more than two hundred twelve (212) days.

Article IX. Professional Workload

A. Normal Workload for Professional Employees whose primary responsibility is teaching courses and/or coordinating academic programs (including Career and Technical Education programs.

The 182-day Professional Employee shall be required to work no more than 182 days during the two-semester academic year. The 182-day Professional Employee's normal workload shall be 12-18 teaching equivalents per semester, with a normal workload maximum of 30 teaching equivalents in the two-semester year. The 182-day Professional Employee will use the Academic Calendar beginning with the first faculty contract day until the May graduation date.

The 212-day Professional Employee whose primary responsibilities include teaching courses shall be required to work no more than 212 days between July 1 to June 30th. The 212-day Professional Employee's normal workload shall be 12-18 teaching equivalents per semester, with a normal workload maximum of 30 teaching equivalents in the two-semester year. The 212-day teaching Professional Employee will use the Academic Calendar as the first 182 days of the 212 days. For the remaining 30 days of scheduled employment, the Professional Employee shall work with their immediate supervisor to determine an appropriate work schedule.

The 212-day Professional Employee who is required to teach courses over the

summer semester will follow the Academic Calendar for the summer session. The 212-day Professional Employee (teaching) who does not have required summer course responsibilities shall work with their immediate supervisor to schedule the remaining 30 days of an appropriate work schedule.

The 212-day Professional Employee (teaching) shall schedule a minimum of 21 work hours over at least three (3) days each week to occur at a KCKCC physical location (other than online or virtual) as determined by their immediate supervisor.

Professional Employees are required to provide a total of 10 (ten) hours of service to the College per week. The service hours shall be scheduled over a minimum of three (3) days. The distribution of the services hours to the College is as follows:

- Six (6) hours for student office hours
- Two (2) scheduled hours for service to students and/or the College
- Two (2) unscheduled hours for service to student and/ or the College

Professional Employees who teach at off-campus sites may keep office hours where they meet students. Such office hours should be for the benefit of the off-campus students. For those Professional Employees who teach online courses, no less than 50% of the required service hours shall be held on campus. Office hours of Professional Employees shall not interfere with the responsibilities of Professional Employees to participate in campus-based activities. Professional Employees will make arrangements with supervisors for participation in campus-based activities, including but not necessarily limited to division meetings and in-services.

For every three (3) semester hours, or fraction thereof, above 15, the Professional Employee will be required to have one (1) additional service hour to the College. This is to be determined by the Professional Employee and his/her academic dean.

Unless otherwise indicated in the paragraphs below, total semester load for Professional Employees teaching combined lecture and laboratory courses will be calculated in the following way. The load for the Professional Employee for the lecture portion of a course will be one to one. The load for the Professional Employee for the lab portion of a class will be calculated at 0.7 times the contact hours for the lab portion of the course. The contact hours for the lecture portion of the class will be the same as the credit hour designation for the lecture portion of the course. The contact hours for the lab portion of a class will be two times the number of credit hours for the lab portion of the course.

For example, a 3-credit hour course that is 1 credit hour of lecture and 2 credit hours of lab, will meet 1 hour per week over a 16-week period for the lecture portion and 4 hours per week for 16 weeks for the lab. The Professional Employee will receive 1 hour of load for the lecture portion and 2.8 hours of load for the lab portion (4 hours per week * 0.7) for a total load of 3.8 for the 3-credit hour class.

Each credit hour of composition courses shall be counted as 1.25 credit hours in the computation of the workload of the Professional Employee.

Normal full-time workload for the Nursing Professional Employees shall consist of up to fifteen (15) contact hours of didactic and clinical instruction (institution/simulation/community setting) with student groups, in addition to at least ten (10) clock hours per week of service hours as previously described. Any exception to this workload must be mutually agreed to by the Professional Employee, the Dean of Health Professions and the Vice President of Academic Affairs.

Teaching load for professional employees who teach math science and nursing courses shall be calculated as one (1) hour equivalent per contact hour.

Teaching load for professional employees who teach ARTS and DIGI studio courses shall be calculated as one (1) hour equivalent per contact hour.

Contact hours which cannot be specifically designated as semester credit hours shall be calculated on the formula for credit equivalent (C.E.) as follows: C.E.= 0.7 (contact hours minus credit hours). Teaching load will be credit hours plus credit equivalent (C.E.) hours. Those contact hours in excess of credit hours plus credit equivalents (C.E.) shall be considered as being office hours for that Professional Employee. Any teaching that cannot be designated as contact hours or credit hours shall be decided by agreement between the Division Dean and the Professional Employee.

Unless a waiver is granted, a total of ten (10) students in a class shall constitute a full class for purposes of computation of teaching load. For auditioned ensembles and career and technical classes, a total of eight (8) students in a class shall constitute a full class for purposes of computation of teaching load.

The Vice President of Academic Affairs will have discretion to allow classes with less than 10 students to be taught. No class that is allowed to be taught will be subject to proration. The Vice President of Academic Affairs will meet with Deans and Department Coordinators and work closely with them in the preparation of a teaching schedule that meets the needs of the College's students and its service areas.

Beginning in the fall semester of 2022 and continuing through at least the spring semester of 2024, the college will pilot a corequisite model for teaching developmental reading and writing courses. For developmental courses taught in this model, the same instructor will teach the corequisite and target courses. The enrollment maximum of the developmental corequisite course will be one-half the enrollment maximum of the target non-developmental course. It is understood that "corequisite" means a condition of enrollment consisting of a course that a student is required to simultaneously take in order to enroll in another course. During this time, the college will study student success metrics and the financial cost to the institution to ascertain the efficacy of the corequisite model for KCKCC. The college administration will

commit the necessary resources for the courses to run for the duration of this pilot. During this pilot, a minimum of 8 students will be considered sufficient for the developmental corequisite course to make.

Beginning in the fall semester of 2022 and continuing through at least the spring semester of 2024, the enrollment capacity for developmental education courses will be 16. During this time, the college will study student success metrics and the financial cost to the institution to ascertain the efficacy of a maximum class size of 16 for developmental education courses at KCKCC.

B. Coordinators' Workload

Vocational coordinators shall be compensated for coordinating duties by receiving 6 hour's release time per year.

In addition, vocational coordinators of programs that maintain external accreditation (and that do not have a full-time director) shall be compensated for additional accreditation duties by receiving up to an additional 6 (six) credit hours release time per year as determined by joint consultation of vocational coordinator and the respective Dean using the accreditation release chart as guidance. Total release time will be subject to final approval of the Vice President of Academic Affairs.

Vocational Coordinator Accreditation Release Chart

A.	Flat Accreditation Release Per Semester	Reassigned Time per semester
	Program Accreditation	2 credits
	required	
	Program Accreditation not required	Up to 1 credit
B.	Semester Prior to	
	Accreditation Visit	
	Program Accreditation	3 credits
	required	
	Program Accreditation	Up to 2 credits
	not required	
C.	Semester After	
	Accreditation Visit	
	Program Accreditation	Up to 2 credits
	required	(depending on visit
		outcomes)
	Program Accreditation	Up to 2 credits
	not required	(depending on visit
		outcomes)
D.	Semester of Visit. Same	VPAA Approved Rate
	as A. or B.	

Those coordinators with internship students will compute credit hour equivalency at the rate of 0.2 times the number of students enrolled.

C. Adjunct Coordinators

Adjunct Coordinators will receive reassigned time for the Fall and/or Spring semesters. The reassigned time will be allocated based on the number of adjuncts currently teaching in the discipline that semester. The reassigned time is as follows:

1-20 adjuncts	1 reassigned credit hour
21-50 adjuncts	2 reassigned credit hours
51+ adjuncts	3 reassigned credit hours

D. 212 Day Non-teaching Professional Employee Workload

The 212-day Professional Employee shall be required to work no more than 212 days during the July 1 - June 30 contract year. The employee shall work with the supervisor to determine the work schedule. Requests for leave shall not be unreasonably denied. A Professional Employee starting employment after the commencement of the regular 212 contract periods will be expected to work a prorated number of days and shall receive prorated pay based on the number of working days remaining in the fiscal year.

Each individual on a 212-day contract shall work with their immediate supervisor to determine non-assigned time for the year. Upon request, the individual may receive one block of non-assigned time that is up to two weeks in length and two blocks of non-assigned time that are up to one week in length. The maximum length for any block of non-assigned time is two weeks. An individual starting employment after the commencement of the regular 212-day contract period will receive prorated blocks of non-assigned time based on the percentage of working days remaining in the fiscal year.

When the college is open five days per week, 212 day employees shall work a 35-hour week across five (5) days, or for an equivalent period, as approved by the immediate supervisor. When the college is open four days per week, 212 day employees shall work a 28-hour week across four (4) days, or for an equivalent period, as approved by the immediate supervisor.

E. Special Assignments

If a Professional Employee has a teaching load below thirty (30) credit hours or its equivalent for both semesters, the Professional Employee may be assigned up to thirty (30) clock hours per semester. The Division Dean and the instructor may mutually arrange for the Professional Employee to perform assignments which will be in the area of the professional employee's expertise where the College has a need. Such assignment shall be assigned on a non-discriminatory basis. A copy of the work schedule as approved by the Division Dean shall be provided for the Vice President of Academic Affairs prior to the commencement of the assignment.

For each credit hour equivalency, the Professional Employee may be assigned up to thirty (30) clock hours per semester.

F. Professional Service

Professional Service includes: classroom instruction, office hours, division meetings, in-service programs, assessment/advisement, and institution-related service. The duty day shall not exceed twelve (12) hours without written consent of the professional employee and administration. Time between days shall not be less than twelve (12) hours without written consent of the Professional Employee and administration. The duty day is the time from first instructional responsibility until the last instructional duty is finished.

G. Outside Employment

Professional Employees will be expected to devote full-time to their positions with the college. No outside employment will be allowed which will interfere or conflict with the Professional Employee's scheduled classroom work or office hours, or any other college required schedules, or be considered a professional conflict of interest.

H. Work Week

No Professional Employee shall be required to work more than five (5) days during any one calendar week.

I. Academic Calendar

The academic calendar shall be mutually developed by the Vice President of Academic Affairs and Faculty Senate and presented to the Board for approval. Parameters will be worked out prior to developing the calendar. A target date for completing the calendar will be December 1.

J. Release Time for Faculty Association President, Faculty Senate President and College Senate President

The elected President of the Faculty Association, the College Senate and the Faculty Senate shall each receive three (3) credit hours per semester as part of their normal workload for duties related to their respective positions.

The elected presidents of both the Faculty Senate and the College Senate, when the College Senate President is a member of the faculty, will be members of the President's Extended Cabinet and each will be considered service hours for serving on the PEC.

The past president of the Faculty Senate will serve as an ex officio of the President's Extended Cabinet and this will be considered service hours for serving on the PEC.

Article X. Professional Employee Evaluation

a) Kansas state statute governs policies for Professional Employee performance

evaluations.

- b) Kansas City Kansas Community College (KCKCC) is committed to a faculty evaluation process that fosters continuous improvement, high quality instruction, and beneficial support services for students.
- c) KCKCC believes our Professional Employees strive for excellence, and the Professional Employee evaluation process is an opportunity to showcase their work both in and out of the classroom. While similar in purpose, the information required to complete an informative evaluation process will vary based on Professional Employee classification. To that end, the performance evaluation process supports the diverse and complex nature of varying Professional Employee roles by utilizing multiple instruments for evaluation.
- d) The Professional Employee evaluation process is conducted between the Professional Employee member and the evaluating supervisor. A Professional Employee member can request to include the appropriate Vice President, either the Vice President of Academic Affairs (VPAA) or Vice President of Student Affairs (VPSA), in this evaluation process.
- e) The following instruments may be utilized in the evaluation process and are maintained within the KCKCC Faculty Handbook. In the event an approved instrument requires modification, these changes must be mutually agreed upon by the Association President and the VPAA or VPSA, as appropriate.
 - a. Student surveys
 - b. Communication samples
 - c. Observation by the evaluating supervisor and/or peer
 - d. Assessment reflection
 - e. Service to KCKCC
 - f. Self-selected instruments
 - 1.Observation of Peer
 - 2. Observation by External Partner
 - 3. Work Samples
 - 4. Professional Development Plan
 - 5. Specialized Non-instructional Professional Employee Assessment
 - 6.Other self-developed assessment tool
- f) Portfolio Assessment:
 - a. A portfolio will be submitted by the Professional Employee during each evaluation year. The complete timeline for portfolio submission is outlined in the KCKCC Faculty Handbook.
 - 1. Probationary Professional Employees will submit a portfolio and complete the summative evaluation process in Year 1, Year 2, and

Year 3 of professional employment. The portfolio will contain the following items:

- a. Student surveys (administered each semester in each section taught)
- b. Communication samples
- c. Observation by the evaluation supervisor
- d. Observation by a peer
- e. Assessment reflection
- f. One or more self-selected evaluation instruments
- 2. Non-probationary Professional Employees will upload documents to submit a final portfolio and complete the summative evaluation process every three years (Year 6, Year 9, etc.). The portfolio will contain the following items:
 - a. Student surveys (administered each semester in each section taught)
 - b. Communication samples
 - c. Observation by the evaluating supervisor or peer
 - d. Assessment reflection
 - e. Service to KCKCC
 - f. Two or more self-selected evaluation instruments
- g) A Professional Employee has the right to prepare an alternative written summary to the original appraisal. This response will be attached to the original appraisal report and placed in the Professional Employee's personnel file.
- h) In accordance with Kansas law, written notice to terminate the contract of a probationary Professional Employee shall be served by the Board upon the Professional employee on or before the third Friday in May.
- i) All Professional Employees will have the opportunity to complete an annual feedback form for their respective supervisors. The instrument for this feedback is in the Faculty Handbook.
- j) All evaluation documents and responses by Professional Employees are to be maintained in a personnel file for Professional Employees for a period of not less than 3 years from the date each evaluation is made.
- k) Procedures and techniques used in the performance appraisal of counselors shall conform to the ethical and privacy standards accepted within the profession.
- I) When there is significant concern related to a Professional Employee's performance, the evaluating supervisor will alert Human Resources and the VPAA or VPSA that an off-cycle evaluation will be initiated. The process and instruments utilized will be reviewed with the Professional Employee prior to initiation of the off-cycle evaluation.
- m) All instruments utilized for Professional Employee evaluation will be mutually agreed upon by representatives of the Faculty Association and administration. In the event an approved instrument requires modification, these changes must be mutually agreed upon by the president of the Faculty Association and the appropriate Vice President, VPAA or VPSA.

Article XI. Contract Release and Liquidated Damages

If a Professional Employee does not intend to extend their contract for the following academic year, written notice shall be provided to the Human Resources office on or before the 14th calendar day following the third Friday in May. Following this date, the Professional Employee will be considered under contract for the following academic year.

If a Professional Employee desires a release from his/her contract after the 14th calendar day following the third Friday in May, but prior to the first reporting day of the school year, said Professional Employee shall request such release by written request to the Board of Trustees through the office of the President. The Board of Trustees may, but shall not be obligated to, grant said release. In the event the Board of Trustees shall grant said release, the Professional Employee shall pay to the College such sums of money as the Board of Trustees shall determine under the circumstances of the case, but in no event shall said sum exceed five hundred (\$500.00) dollars.

In the event a Professional Employee who is under contract to the College fails to report for duty on the first duty day without prior consent of or a reasonable explanation to the President of the College, or his designee, such failure to report shall be considered a breach of the contract by the Professional Employee, and said professional employee shall be terminated and shall pay to the College the sum of one thousand (\$1,000.00) dollars as and for liquidated damages.

If a Professional Employee desires a release from his/her contract at any time between the first duty day and the last duty day of the academic year, said Professional Employee shall request such release by written request to the Board of Trustees through the office of the President. The Board of Trustees may, but shall not be obligated to, grant said release. In the event the Board of Trustees shall grant said release, the Professional Employee shall pay to the College such sums of money as the Board of Trustees shall determine under the circumstances of the case, but in no event shall said sum exceed one thousand five hundred (\$1,500.00) dollars.

Article XII. Reduction in Force

- A. Prior to recommending to the Board to reduce the number of Professional Employees, the administration shall attempt to provide the professional employee or employees with a full load as defined in the master contract's professional workload provisions by assigning the Professional Employee or employees any day or evening classes which are assigned to either part-time or interim employees. If a full load cannot be achieved in accordance with the provisions of Article VII (G) (professional duty day), said Professional Employee shall waive the provisions of Article VII (G) in order to achieve a full load.
- **B.** When the Board of Trustees, in their sole judgment, deems it advisable to reduce the number of Professional Employees for any reason beyond the control of the professional employees, such reduction in force shall be carried out by non-renewing

the contract of the Professional Employee or employees with the least continuous service with the Kansas City Kansas Community College within the discipline where the reduction is to be effected. Should two or more Professional Employees have equal periods of continuous service, the professional employee with the highest number of hours applicable to lateral movement on the salary schedule shall be retained.

- C. Any Professional Employee whose contract is non-renewed pursuant to the provisions of paragraph B above shall have preference in connection with any future positions as a Professional Employee which may be available within said professional employee's discipline. Such preference shall be offered for a period of two (2) years following the date of the Professional Employee's last working day. If a Professional Employee rejects reemployment or fails to report acceptance of recall as directed within fourteen (14) days after receiving a recall notice, such action or failure to act by the Professional Employee shall be construed as a resignation. Notification of recall will be sent by certified mail.
- D. If a laid off Professional Employee is recalled and begins employment during the next academic year, the Professional Employee will be reimbursed by the College for his/her actual expense for participation in the College's insurance plans during the period of lay off the same as employed Professional Employees. A laid off Professional Employee and his/her family shall continue to be eligible for participation in the College's insurance plans at his/her own expense for a period of two (2) years from the date of the Professional Employee's last working day.

Article XIII. Compensation

A. Salary Schedule

- 1. The Class IV Step 1 182-day salary base for the 2023-2024 year will be \$47,601.70.
- 2. The Class IV Step 1 212-day salary base for the 2023-2024 year will be \$55,446.47.
- 3. All faculty shall receive one step increase (\$1,904.07 for Step A and \$2,218.24 for Step B).
- 4. For employees currently on Step 21 as of FY22-23, their salary will be adjusted by an amount equal to the adjustment to the base salary for each Class (ranges of increases from \$273.94 to \$340.36 for 21A; and \$320.46 to \$396.43 for 21B). They will also receive an adjustment to their salary equivalent to one step (\$1,904.07 for Step A and \$2,218.24 for Step B). These increases will be part of the faculty' member's ongoing salary.

Professional Employees continuously employed by the College shall be compensated in accordance with Salary Schedule attached.

Step and class structure of the salary schedule and index are set forth below.

B. Conditions

1. (a) Advancement on the salary schedule up to and including Step 21 shall be at the rate of one step per year of satisfactory service. No Professional Employee shall advance more than one step per year.

- (b) There is no Kansas City Kansas Community College requirement of additional credit hours in order to advance each step on the salary schedule, however, each Professional Employee must take whatever courses are necessary, if any, to maintain his/her certification.
- 2. Pay will be distributed twice monthly over a 12-month period through direct deposit according to the pay schedule established by the College.
- 3. Overload pay and pay for teaching summer courses shall be 2.1% of the base salary per semester hour equivalent for the duration of this contract. The Professional Employee is allowed to teach up to 24 T.E.'s per semester as overload.
 - **3.1 Reference and Note:** Payment for faculty teaching overload in fall will occur in one (1) payment on the first pay cycle in November. Payment for faculty teaching overload in spring will occur in one (1) payment on the first pay cycle in April.

Faculty not teaching or reassigned to other projects for a full 30 credit annual load will be required to repay any overpayments. Summer pay will be paid over four installments beginning with the June 15 pay date and ending with the July 31 pay date.

- 4. Co-curricular activities and assignments shall be compensated with supplemental income of no less than 6% of the base salary (Class II Step 1).
- 5. Any Professional Employee who may work additional days outside the school year shall be compensated at the hourly rate of 0.1% of the base salary.
- 6. Professional Employees who teach applied lessons in the music department will be compensated as the number of credit hours multiplied by .25.
- 7. Professional Employees who teach honors courses will be compensated at 1.4 times the course contact hours. Professional Employees who teach individual students who enroll in non-honors courses for honors credit will be compensated at 1.4 times the course contact hours times .07, times the number of students.
- 8. Professional Employees, their spouses, and legal dependents meeting the IRS definition of dependent, as well as KCKCC retirees and their spouses, are eligible for a 100% employee scholarship for classes taken at KCKCC.

Professional Employee will be responsible for paying any course fees associated with a class in which they are enrolled. Priority of enrollment in classes will be given to students who pay full tuition up to and including the first day of classes.

- a) KCKCC dependents will not be denied continuation in the program if they have satisfactorily completed the preceding semester.
- b) Dependents who pay full tuition to ensure their spot will not be required to pay the 2nd half of the full tuition if the program is not full on the first day of classes.

The scholarship shall cover Kansas Resident tuition and fees for courses taken through KCKCC. After the completion of twelve credit hours, the employee must satisfactorily complete a minimum of 50% of all courses—including the initial 12 hours—and must maintain a 2.0 GP in order for the scholarship to be renewed.

Those employees and retirees interested in obtaining an employee scholarship for themselves, their spouse, and/or legal dependent(s) must complete an Employee Tuition Scholarship Application and submit it to the Chief Financial Officer.

Base Salary for Schedule:

"A" designates the 182-days faculty line

"B" designates the 212-days faculty line

KCKCC SALARY SCHEDULE FOR 2023-2024

Base Salary for Schedule: \$47,601.70													
		AAS/Cert		B.A.		B.A.+Cert		M.A.	M.A.+15		M.A.+30	M.A.+45	Doctorate
Step	Status	Class1		Class2		Class3		Class4	Class5		Class6	Class7	Class8
1	A	\$ 40,461.45		42,841.53	\$	45,221.62	\$	47,601.70	\$ 49,981.79	\$	52,361.88	\$ 54,741.96	\$ 59,502.13
	В	\$ 47,520.78		49,900.87	\$	52,671.29	\$	55,446.47	\$ 58,216.89	Ė	•	\$ 63,762.48	\$ 69,308.08
2	Α	\$ 42,365.52		44,745.60	\$	47,125.69	\$	49,505.77	\$ 51,885.86	_	54,265.94	\$ 56,646.03	\$ 61,406.20
	В	\$ 49,739.02	\$	52,119.11	\$	54,889.53	\$	57,664.71	\$ 60,435.12		63,210.30	\$ 65,980.72	\$ 71,526.32
3	Α	\$ 44,269.59	\$	46,649.67	\$	49,029.76	\$	51,409.84	\$ 53,789.93	\$	56,170.01	\$ 58,550.10	\$ 63,310.27
	В	\$ 51,957.26	\$	54,337.35	\$	57,107.77	\$	59,882.94	\$ 62,653.36	\$	65,428.54	\$ 68,198.96	\$ 73,744.56
4	Α	\$ 46,173.65	\$	48,553.74	\$	50,933.82	\$	53,313.91	\$ 55,693.99	\$	58,074.08	\$ 60,454.17	\$ 65,214.34
	В	\$ 54,175.50	\$	56,555.59	\$	59,326.00	\$	62,101.18	\$ 64,871.60	\$	67,646.78	\$ 70,417.20	\$ 75,962.80
5	Α	\$ 48,077.72	\$	50,457.81	\$	52,837.89	\$	55,217.98	\$ 57,598.06	\$	59,978.15	\$ 62,358.23	\$ 67,118.40
	В	\$ 56,393.74		58,773.83	\$	61,544.24	\$	64,319.42	\$ 67,089.84		69,860.26	\$ 72,635.44	\$ 78,181.04
6	Α	\$ 49,981.79	\$	52,361.88	\$	54,741.96	\$	57,122.05	\$ 59,502.13	\$	61,882.22	\$ 64,262.30	\$ 69,022.47
	В	\$ 58,611.98	\$	60,992.06	\$	63,762.48	\$	66,537.66	\$ 69,308.08	\$	72,078.50	\$ 74,853.68	\$ 80,399.28
7	Α	\$ 51,885.86	\$	54,265.94	\$	56,646.03	\$	59,026.11	\$ 61,406.20		63,786.28	\$ 66,166.37	\$ 70,926.54
	В	\$ 60,830.22	\$	63,210.30	\$	65,980.72	\$	68,755.90	\$ 71,526.32		74,296.74	\$ 77,071.92	\$ 82,617.52
8	Α	\$ 53,789.93	\$	56,170.01	\$	58,550.10	\$	60,930.18	\$ 63,310.27	\$	65,690.35	\$ 68,070.44	\$ 72,830.61
	В	\$ 63,048.46	\$	65,428.54	\$	68,198.96	\$	70,969.38	\$ 73,744.56	\$	76,514.98	\$ 79,290.16	\$ 84,831.00
9	Α	\$ 55,693.99	\$	58,074.08	\$	60,454.17	\$	62,834.25	\$ 65,214.34		67,594.42	\$ 69,974.51	\$ 74,734.68
	В	\$ 65,266.70	\$	67,646.78	\$	70,417.20	\$	73,187.62	\$ 75,962.80		78,733.22	\$ 81,508.40	\$ 87,049.24
10	Α	\$ 57,598.06	\$	59,978.15	\$	62,358.23	\$	64,738.32	\$ 67,118.40	\$	69,498.49	\$ 71,878.57	\$ 76,638.74
	В	\$ 67,480.18	\$	69,860.26	\$	72,635.44	\$	75,405.86	\$ 78,181.04	\$	80,951.46	\$ 83,721.88	\$ 89,267.48
11	Α	\$ 59,502.13	\$	61,882.22	\$	64,262.30	\$	66,642.39	\$ 69,022.47	\$	71,402.56	\$ 73,782.64	\$ 78,542.81
	В	\$ 69,698.42	\$	72,078.50	\$	74,853.68	\$	77,624.10	\$ 80,399.28	\$	83,169.70	\$ 85,940.12	\$ 91,485.72
12	Α	\$ 61,406.20	\$	63,786.28	\$	66,166.37	\$	68,546.46	\$ 70,926.54	\$	73,306.63	\$ 75,686.71	\$ 80,446.88
	В	\$ 71,916.66	\$	74,296.74	\$	77,071.92	\$	79,842.34	\$ 82,617.52	\$	85,387.94	\$ 88,158.36	\$ 93,703.96
13	Α	\$ 63,310.27	\$	65,690.35	\$	68,070.44	\$	70,450.52	\$ 72,830.61	\$	75,210.69	\$ 77,590.78	\$ 82,350.95
	В	\$ 74,134.90	\$	76,514.98	\$	79,290.16	\$	82,060.58	\$ 84,831.00	\$	87,606.18	\$ 90,376.60	\$ 95,922.20
14	Α	\$ 65,214.34	\$	67,594.42	\$	69,974.51	\$	72,354.59	\$ 74,734.68	\$	77,114.76	\$ 79,494.85	\$ 84,255.02
	В	\$ 76,353.13	\$	78,733.22	\$	81,508.40	\$	84,278.82	\$ 87,049.24	\$	89,824.42	\$ 92,594.84	\$ 98,140.43
15	Α	\$ 67,118.40	\$	69,498.49	\$	71,878.57	\$	74,258.66	\$ 76,638.74	\$	79,018.83	\$ 81,398.92	\$ 86,159.09
	В	\$ 78,571.37	\$	80,951.46	\$	83,726.64	\$	86,497.06	\$ 89,267.48	\$	92,042.66	\$ 94,813.08	\$100,358.67
16	Α	\$ 69,022.47	\$	71,402.56	\$	73,782.64	\$	76,162.73	\$ 78,542.81	\$	80,922.90	\$ 83,302.98	\$ 88,063.15
	В	\$ 80,789.61	\$	83,169.70	\$	85,944.88	\$	88,715.30	\$ 91,485.72	\$	94,260.90	\$ 97,031.32	\$102,576.91
17	Α	\$ 70,926.54	\$	73,306.63	\$	75,686.71	\$	78,066.80	\$ 80,446.88	\$	82,826.97	\$ 85,207.05	\$ 89,967.22
	В	\$ 83,007.85	\$	85,387.94	\$	88,163.12	\$	90,933.54	\$ 93,703.96	\$	96,479.14	\$ 99,249.55	\$104,795.15
18	Α	\$ 72,830.61		75,210.69	\$	77,590.78	\$	79,970.86	82,350.95	\$	84,731.03		\$ 91,871.29
	В	\$ 85,226.09		87,606.18	\$	90,381.36	\$	93,151.78	95,922.20		98,692.61	\$101,467.79	\$107,013.39
19	Α	\$ 74,734.68		77,114.76	\$	79,494.85	\$	81,874.93	84,255.02		86,635.10	\$ 89,015.19	\$ 93,775.36
	В	\$ 87,444.33		89,824.42	\$	92,599.60	\$	95,370.02	98,140.43		100,910.85	\$103,686.03	\$109,231.63
20	Α	\$ 76,638.74		79,018.83	\$	81,398.92	\$	83,779.00	86,159.09		88,539.17	\$ 90,919.26	\$ 95,679.43
	В	\$ 89,662.57		92,042.66	\$	94,817.84	\$	97,583.50	100,358.67		103,129.09	\$ 105,904.27	\$111,445.11
21	Α	\$ 78,542.81		80,922.90	\$	83,302.98	\$	85,683.07	88,063.15		90,443.24	\$ 92,823.32	\$ 97,583.50
	В	\$ 91,880.81	\$	94,260.90	\$	97,036.08	\$	99,801.73	\$ 102,576.91	\$	105,347.33	\$ 108,122.51	\$113,663.35

Salary Schedule Index 1.00

Step	Status	AAS/Cert	B.A.	B.A+Cert	M.A.	M.A.+15	M.A.+30	M.A.+45	Doctorate
		Class1	Class2	Class3	Class4	Class5	Class6	Class7	Class8
1	A	0.8500	0.9000	0.9500	1.0000	1.0500	1.1000	1.1500	1.2500
1	В	0.9983	1.0483	1.1065	1.1648	1.2230	1.2813	1.3395	1.4560
2	А	0.8900	0.9400	0.9900	1.0400	1.0900	1.1400	1.1900	1.2900
2	В	1.0449	1.0949	1.1531	1.2114	1.2696	1.3279	1.3861	1.5026
3	A	0.9300	0.9800	1.0300	1.0800	1.1300	1.1800	1.2300	1.3300
3	В	1.0915	1.1415	1.1997	1.2580	1.3162	1.3745	1.4327	1.5492
4	А	0.9700	1.0200	1.0700	1.1200	1.1700	1.2200	1.2700	1.3700
4	В	1.1381	1.1881	1.2463	1.3046	1.3628	1.4211	1.4793	1.5958
5	А	1.0100	1.0600	1.1100	1.1600	1.2100	1.2600	1.3100	1.4100
5	В	1.1847	1.2347	1.2929	1.3512	1.4094	1.4676	1.5259	1.6424
6	A	1.0500	1.1000	1.1500	1.2000	1.2500	1.3000	1.3500	1.4500
6	В	1.2313	1.2813	1.3395	1.3978	1.4560	1.5142	1.5725	1.6890
7	A	1.0900	1.1400	1.1900	1.2400	1.2900	1.3400	1.3900	1.4900
7	В	1.2779	1.3279	1.3861	1.4444	1.5026	1.5608	1.6191	1.7356
8	A	1.1300	1.1800	1.2300	1.2800	1.3300	1.3800	1.4300	1.5300
8	В	1.3245	1.3745	1.4327	1.4909	1.5492	1.6074	1.6657	1.7821
9	A	1.1700	1.2200	1.2700	1.3200	1.3700	1.4200	1.4700	1.5700
9	В	1.3711	1.4211	1.4793	1.5375	1.5958	1.6540	1.7123	1.8287
10	A	1.2100	1.2600	1.3100	1.3600	1.4100	1.4600	1.5100	1.6100
10	В	1.4176	1.4676	1.5259	1.5841	1.6424	1.7006	1.7588	1.8753
11	A	1.2500	1.3000	1.3500	1.4000	1.4500	1.5000	1.5500	1.6500
11	В	1.4642	1.5142	1.5725	1.6307	1.6890	1.7472	1.8054	1.9219
12	А	1.2900	1.3400	1.3900	1.4400	1.4900	1.5400	1.5900	1.6900
12	В	1.5108	1.5608	1.6191	1.6773	1.7356	1.7938	1.8520	1.9685
13	A	1.3300	1.3800	1.4300	1.4800	1.5300	1.5800	1.6300	1.7300
13	В	1.5574	1.6074	1.6657	1.7239	1.7821	1.8404	1.8986	2.0151
14	А	1.3700	1.4200	1.4700	1.5200	1.5700	1.6200	1.6700	1.7700
14	В	1.6040	1.6540	1.7123	1.7705	1.8287	1.8870	1.9452	2.0617
15	А	1.4100	1.4600	1.5100	1.5600	1.6100	1.6600	1.7100	1.8100
15	В	1.6506	1.7006	1.7589	1.8171	1.8753	1.9336	1.9918	2.1083
16	А	1.4500	1.5000	1.5500	1.6000	1.6500	1.7000	1.7500	1.8500
16	В	1.6972	1.7472	1.8055	1.8637	1.9219	1.9802	2.0384	2.1549
17	А	1.4900	1.5400	1.5900	1.6400	1.6900	1.7400	1.7900	1.8900
17	В	1.7438	1.7938	1.8521	1.9103	1.9685	2.0268	2.0850	2.2015
18	А	1.5300	1.5800	1.6300	1.6800	1.7300	1.7800	1.8300	1.9300
18	В	1.7904	1.8404	1.8987	1.9569	2.0151	2.0733	2.1316	2.2481
19	А	1.5700	1.6200	1.6700	1.7200	1.7700	1.8200	1.8700	1.9700
19	В	1.8370	1.8870	1.9453	2.0035	2.0617	2.1199	2.1782	2.2947
20	A	1.6100	1.6600	1.7100	1.7600	1.8100	1.8600	1.9100	2.0100
20	В	1.8836	1.9336	1.9919	2.0500	2.1083	2.1665	2.2248	2.3412
21	A	1.6500	1.7000	1.7500	1.8000	1.8500	1.9000	1.9500	2.0500
21	В	1.9302	1.9802	2.0385	2.0966	2.1549	2.2131	2.2714	2.3878

9. Benefits

A paid health and hospitalization program, dental insurance, and a thirty-five thousand dollars (\$35,000) term life insurance policy will be provided by the Board to all Professional Employees. This fringe benefit is in addition to salary applicable to Professional Employees as determined by the salary schedule.

The employee contribution for dental benefits will be \$10.00 per month. The employee contribution for health benefits through December 2022 will be \$25.00 per month. Employee contributions shall be applied to the Employee's salary before federal and state income tax, FICA tax, and KPERS are deducted.

Future changes to annual health benefit costs exceeding a ten percent (10%) increase to the employee's contribution will require the Contract be re-opened for negotiation on this one matter. Future changes to the employee's contribution for Professional Employees on "Employee Only" plans will be calculated at the predetermined 2019 base rate for that plan; i.e. PPO = \$125, HPDP = \$61, I-35 PPO = \$36, and I-35HPDP = \$25. Any increase made to the employee contributions to the "Employee Only" plans will be proportionate to the College's increase.

Voluntary Salary Reduction Contribution

Each Professional Employee member shall be entitled once annually, on forms provided, to elect to have a portion of that Employee's salary be used by the Board to purchase additional benefits under the Plan.

Plan Benefits

Optional benefits to be offered at employee cost shall include at least the following:

- Dependent health and dental insurance premiums.
- Individual group term life insurance premiums.
- Disability insurance premiums.
- Qualified dependent childcare.
- Qualified medical expenses not covered by insurance.
- Post retirement life insurance premiums. (When available).
- Cash
- Vision Insurance

Selection of any option(s) by a Professional Employee will be permitted upon original employment and thereafter prior to the beginning of each succeeding Plan contract year. The Employee shall be permitted to change options once during the contract year if evidence of change in family and/or insurability status is presented in writing to the President of the college or his/her

designated representative.

The Health and Benefits Committee, convened by Human Resources, is established to provide timely communication about the latest issues and options impacting health and benefits at the College. The committee membership consists of cross-representation of employees at the College. Professional Employees shall have five (5) representatives, chosen by the Faculty Association, participating on the committee.

Unused Funds

Funds designated in the Plan that are not used for the designated portion of the Plan prior to thirty (30) days from the end of the contract year shall become the property of the KCKCC Board of Trustees.

Benefit Period

Benefits for a new Professional Employee or one returning from an unpaid leave shall be effective on the first day the employee is on duty and continue through June of the terminal contract year of employment.

Board of Trustees Obligations

The Board shall:

- a. Develop and administer detailed guidelines as necessary for the operation of the program.
- b. Have the option of including in the Plan any other group of employees.

The College shall pay the Professional Employee two (2) times per month.

Article XIV. PROFESSIONAL DEVELOPMENT INCENTIVE PROGRAM

The administration will make available a total of \$6,000 as incentive for participation in approved faculty professional development for the academic year.

- 1. Five (5) hours of professional development will constitute one (1) unit.
- 2. Each professional development unit will be awarded \$100.
- 3. The maximum number of professional development units for which a faculty member can receive compensation during an academic year is six (6) units.
- 4. The Center for Teaching Excellence will provide approved professional development workshops and/or activities which will count towards a professional development unit. This list will be submitted to the Dean of Academic Support and Assessment and Vice President of Academic Affairs. The list will be submitted prior to the start of each fall semester in August.
- 5. The Faculty Development Committee, facilitated by the KCKCC Center for

Teaching Excellence, will oversee the incentive program.

- 6. Faculty will have the option of submitting workshops and/or activities that enhance teaching and learning to the Center for Teaching Excellence for inclusion in the program. However, they will need to receive approval from the Faculty Development Committee prior to participating if they want the activity to qualify towards compensation.
- 7. Incentive point payments will be on a first-come-first-serve basis. Thus, those who qualify for payments under this program first will be paid. As soon as the funds are depleted, payments will cease. Example: The limit of six (6) units or (30 hours of professional development) would total \$600 dollars.

Article XV. Academic Rank

Academic rank at Kansas City Kansas Community College is determined according to whichever number is greater, years of full-time service at KCKCC or step placement on the salary schedule:

Up to and Including Bachelors

ExperienceAcademic Rank0 - 10 yearsInstructor11 or more yearsAssistant Professor

With Masters

ExperienceAcademic Rank0 - 5 yearsInstructor6 - 10 yearsAssistant Professor11-15 yearsAssociate Professor16 or more yearsProfessor

With Doctorate

ExperienceAcademic Rank0-5 yearsAssistant Professor6-12 yearsAssociate Professor13 or more yearsProfessor

Article XVI. Quality Assurance in Distance Education

Kansas City Kansas Community College recognizes the need for quality control, faculty involvement in course design, and realistic student load for distance education. Distance education delivery methods include Online, Virtual, Blended, and Hi-Flex. The definition of each delivery method, as mutually agreed upon by the Faculty Association and the Vice President of Academic Affairs, is found in the

Faculty Handbook.

To assure quality control, Professional Employees must complete development activities related to the delivery method(s) they will be utilizing. This training will be initiated prior to or concurrent with the first time a Professional Employee uses a specific distance format. These activities will be completed through or approved by the Center for Teaching Excellence in consultation with the Vice President of Academic Affairs. Professional Employees, in consultation with the Vice President of Academic Affairs, will develop and maintain standards that guide the design of all distance education courses.

The minimum number of students necessary to make an online class is ten (10). The maximum limit will be twenty-one (21) unless special permission is obtained from the instructor for additional students.

Article XVII. New Professional Employee Orientation

- A. Kansas City Kansas Community College recognizes the importance of orienting new Professional Employees to the College and their role as a faculty member.
- B. All Professional Employees will be required to complete all HR orientations.
- C. Additionally, all Professional Employees who are required to teach as part of their job description must complete the Blue Devil Faculty Academy (BDFA) during the first year of employment. The Center for Teaching Excellence, in consultation with the Vice President of Academic Affairs, will design and oversee implementation of the Blue Devil Faculty Academy.
 - Instructional faculty with a 182-day appointment will be given three (3)
 hours of course release during the first year of employment to complete
 the BDFA. The faculty member will be expected to dedicate 90 clock
 hours toward completion of these activities across the first year of
 employment.
 - 2. Instructional faculty with a 212-day appointment will be released from 90 clock hours of their regular schedule in order to complete these activities across the first year of employment.

Article XVIII. Miscellaneous

- A. The terms and conditions of a Part-Time Bargaining Unit (Part-Time Employee) Member to teach more than ten (10) credit hours in a semester shall be governed by this Master Contract, and his/her compensation shall be prorated on the appropriate step and class.
 - 1. for less than 13 hours the rate of one third (1/3) of the appropriate class and step in the 9-month salary schedule.
 - 2. for 13 hours or more, the rate of one half (1/2) of the appropriate class and step in the 9-month salary schedule.
 - 3. The terms of this article do not apply to Part-Time Bargaining Unit Members who teach up to and including 1.25 credit hour equivalents of composition.
 - 4. For program and curriculum needs the ten (10) credit hour limit for adjuncts is waived once per semester for each instructional division and once per semester for the Vice President of Academic Affairs. If these exceptions occur in the same area for three semesters within two academic years, the position shall convert automatically to a full-time position covered under the KCKCC Master Contract.
- B. All of the hours earned after the granting of the Master's Degree must be graduate hours unless undergraduate credit hours are approved by the President prior to enrollment. Also all hours counted for this purpose must be in the field of teaching or a closely allied field from a regionally accredited college or university.
- C. New Professional Employees with a Master's Degree and previous teaching experience may be entered on the salary schedule no higher than Step 4 except with the approval of the Board of Trustees.
- D. Complaints Against a Professional Employee
 If a complaint regarding a Professional Employee is received by an administrator
 or by the board of trustees and the administrator or trustee causes the complaint
 to be filed in the Professional Employee's file, a copy of the complaint shall be
 provided to the Professional Employee. The Professional Employee shall have a
 period of fourteen (14) days from the date the Professional Employee received a
 copy of the complaint to respond to the complaint in writing. Such response shall
 be attached to the complaint and made a part of the Professional Employee's
 personnel file.

Any Professional Employee who is grieved against by a student who utilizes the College Student Grievance Procedure shall have full rights to representation by the person or agency of the Professional Employee's choice throughout the

KCKCC MASTER CONTRACT JULY 1, 2023 – JUNE 30, 2024

processing of such grievance. The Professional Employee shall also have the right to full disclosure of any information available to the administration prior to any formal hearing conducted.

E. Personnel Files

Any Professional Employee's personnel file shall be open to the inspection and available for reproduction of the individual professional employee at all times, and upon written request of the Professional Employee, a representative of the Association may inspect the Professional Employee's file. The Professional Employee shall have the right to respond to all materials contained in said file. Such response shall become part of the file. Credentials and related papers from employee placement bureaus which by their own regulations are labeled as "confidential" shall be excluded from the employee's review. No material derogatory to the Professional Employee's conduct, service, character or personality shall be placed in the file unless the faculty member has had an opportunity to review the material.

Article XIX. Duration Clause

This Master Contract shall be in effect when ratified by the parties and shall continue in effect until June 30, 2024.

LEVEL ONE - FACULTY UNIT GRIEVANCE COMMITTEE

(Attach copy of the informal grievance notification)

- I. I request that this grievance be transmitted to the Faculty Unit Grievance Committee.
- II. Statement of Grievance: Give a concise statement of the problem, citing the specific provision(s) of the contract, Board Policy, administrative regulation or practice allegedly violated, misinterpreted, or misapplied.

III. Remedy: Specify the action sought to remedy the alleged problem.

Grievant's Signature Date

Received by Assoc. Pres. Date___Time_

Distribution

2 copies to Association Pres. I copy retained by Grievant

LEVEL TWO: ADMINISTRATOR

the Grie	evant.						
Grievan	ıt's name	Department	Department				
Date All	leged grievance occurred						
Date of	Conference	_					
I.	Statement of Grievance: Give citing the specific provision administrative regulation misinterpreted, or misapplied	n(s) of the cont or practice	ract, Board Policy,				
II.	Remedy: Specify the action s	sought to remedy t	he alleged problem.				
Grievan	ıt's Signature	Dat	e				
 Distribu	tion	Received	by Administrator				
1 copy t	to Administrator						
	to Association President						
I copy re	etained by Grievant	Date	Time				

Submission of Grievance: This form must be completed in full and signed by

LEVEL THREE: THE APPROPRIATE VICE PRESIDENT or CHIEF OFFICER

(Attach copy of Level Two grievance and response)

I.	Why is grievance being appealed	to Formal Level 3?
II.	Remedy: Specify the action sough	nt to remedy the alleged problem.
 Grieva	nt's Signature	Date
		Received by Vice President or Chief Officer

Distribution

- 1 copy to the appropriate Vice President or Chief Officer
- 1 copy to Administrator
- 1 copy to Association President 1 copy retained by Grievant

LEVEL FOUR: PRESIDENT

(Attach copy of Level Two and Level Three grievance and responses)

`	17	9	' /
I.	Why is grievance being appe	ealed to Formal L	evel 4?
II.	Pamady: Specify the action of	sought to romady	the alleged problem
11.	Remedy: Specify the action s	sought to remedy	the alleged problem.
Grieva	int's Signature	D	ate
		Received	d by President
Distrib	ution		
1 сору	to President		
1 сору	to the appropriate Vice Preside	ent or Chief Offic	er
1 сору	to Administrator		
1 copy	to Association President		
1 copy	retained by Grievant	Date	Time

GRIEVANCE FORM LEVEL FIVE: BOARD OF TRUSTEES

(Attach copies of Levels Two, Three, and Four of grievance and responses)

respons	ses)									
I.	Why is grievance being appealed to Formal Level 5?									
II.	Remedy: Specify the acti problem.	on sought to rem	nedy the	alleged						
Grievan	t's Signature	Dat	e							
		Received	by	Board						
Diatributia	an.	Chairman								
1 copy 1 copy	on to Board Chairman 1 copy to to the appropriate Vice Presic to Administrator to Association President									
	etained by Grievant	Date	Time							

CONTRACT JULY 1, 2023 - JUNE 30, 2024

BETWEEN

BOARD OF TRUSTEES, Kansas City Kansas Community College

and

PROFESSIONAL EMPLOYEES, Kansas City Kansas Community College

approved and ratified this

12th day of December 2023

Docusigned by:
Evelyn (riswell

for the Board of Trustees

Evelyn Criswell

Poly E and

for the Professional Employees

Darren Elliott

Memorandum of Understanding

Salary Schedule Study

Board of Trustees, Kansas City Kansas Community College and KCKCC Faculty Association

This MOU to the 2023-2024 Master Contract Agreement is entered into by and between the Board of Trustees, Kansas City Kansas Community College and KCKCC Faculty Association on December 12, 2023.

Article I: Mission

Composed of the KCKCC Administration and Faculty Representatives, the mission is to ensure responsible use of funds, simplify the Professional Employees' salary schedule, better recruit and retain professional employees, reward current faculty, provide a sustainable salary schedule, and ensure salary increases for those professional employees who at step 21.

Article II: Purpose—through a collaborative process between the administration and faculty association the following items will be completed:

- Benchmark comparable community college Professional Employee salaries by reviewing proposals for a salary study of Professional Employees and recommend the best firm for Board of Trustees approval. Suggested timeline below:
- o Issue RFP January 2024
- Interview firms April 2024
- o Recommend to Board of Trustees in May 2024 for funding approval
- Research Professional Employee salary structure models
- Determine potential effects of possible salary schedule change on existing employees and develop a process to ensure no one is negatively impacted
- Determine a salary schedule that will allow for competitive recruitment of new professional employees
- Estimate potential cost to college to determine feasibility
- Educate stakeholders about report on progress of MOU
- Report non-binding recommendations to the Negotiations Team

Article III: Membership

Co-Chairs will be the Vice President of Academic Affairs (VPAA) and KCKCC Faculty Association President or designee. The Administration and the KCKCC Faculty Association will each select three additional constituents from their groups to serve.

Article IV: Meetings

After the committee selects the firm, the group will reconvene as needed but no less than 6 times prior to the commencement of 2025-2026 negotiations date.

Memorandum of Understanding

Joint Letter of Commitment

Board of Trustees, Kansas City Kansas Community College and KCKCC Faculty Association

This MOU to the 2023-2024 Master Contract Agreement is entered into by and between the Board of Trustees, Kansas City Kansas Community College and KCKCC Faculty Association on December 12, 2023.

Upon ratification and until jointly agree to remove, so as to complete negotiations in a timely manner, the parties agree to the following goals:

- 1. Exchange letters no later than January 31 when applicable.
- 2. Begin bargaining in February.