

**MASTER CONTRACT**  
**Between**  
**THE BOARD OF TRUSTEES**  
**Kansas City Kansas Community College**  
**and**  
**THE FACULTY ASSOCIATION**  
**Kansas City Kansas Community College**  
**July 1, 2006- June 30, 2009**

**TABLE OF CONTENTS**

<b>Article I.</b>	<a href="#"><u>Definitions</u></a>
<b>Article II.</b>	<a href="#"><u>General Provisions</u></a>
<b>Article III.</b>	<a href="#"><u>Leaves &amp; Absences from Campus</u></a>
	1. <a href="#"><u>Community Affairs Leave</u></a>
	2. <a href="#"><u>Emergency Leave</u></a>
	3. <a href="#"><u>Personal Leave</u></a>
	4. <a href="#"><u>Professional Leave</u></a>
	5. <a href="#"><u>Maternity Leave</u></a>
	6. <a href="#"><u>Adoptive Leave</u></a>
	7. <a href="#"><u>Sick Leave</u></a>
	8. <a href="#"><u>Sabbatical Leave</u></a>
	9. <a href="#"><u>Research &amp; Development Sabbatical Leave</u></a>
	10. <a href="#"><u>Academic Leave</u></a>
	11. <a href="#"><u>Other Leaves and Absences</u></a>
<b>Article IV.</b>	<a href="#"><u>Grievance Procedure</u></a>
<b>Article V.</b>	<a href="#"><u>Travel Pay</u></a>
<b>Article VI.</b>	<a href="#"><u>Severance Pay</u></a>
<b>Article VII.</b>	<a href="#"><u>Professional Work Load</u></a>
<b>Article VIII.</b>	<a href="#"><u>Contract Release and Liquidated Damages</u></a>
<b>Article IX.</b>	<a href="#"><u>Reduction in Force</u></a>
<b>Article X.</b>	<a href="#"><u>Compensation</u></a>
	1. <a href="#"><u>Salary Schedule Base Amounts</u></a>
	2. <a href="#"><u>Step Advancement</u></a>
	3. <a href="#"><u>Overload Pay</u></a>
	4. <a href="#"><u>Co-curricular Assignments</u></a>
	5. <a href="#"><u>Professional Employee additional work assignment/hourly compensation</u></a>
	6. <a href="#"><u>Tuition Scholarship</u></a>
	7. <a href="#"><u>Paid Insurance Program</u></a>
	8. <a href="#"><u>Cafeteria Benefit Plan</u></a>
	9. <a href="#"><u>Choice of Pay Periods</u></a>
	10. <a href="#"><u>2006-2007 Salary Schedule</u></a>
	11. <a href="#"><u>Salary Schedule Index</u></a>
<b>Article XI.</b>	<a href="#"><u>Early Retirement and Continuation of Health Insurance</u></a>
<b>Article XII.</b>	<a href="#"><u>Academic Rank</u></a>
<b>Article XIII.</b>	<a href="#"><u>Online Course Development and Compensation</u></a>
<b>Article XIV.</b>	<a href="#"><u>Miscellaneous</u></a>
<b>Article XV.</b>	<a href="#"><u>Duration Clause</u></a>

## Article I. Definitions

<b>ADMINISTRATION:</b>	All persons employed by the Board in the following positions: President, Provost, Deans, and Directors whose salaries are not determined by the Professional Employee's salary schedule.
<b>ASSOCIATION:</b>	The Kansas City Kansas Community College Faculty Association which is affiliated with the Kansas National Education Association (KNEA) and the National Education Association (NEA).
<b>BOARD:</b>	The Board of Trustees of the Kansas City Kansas Community College.
<b>DAYS:</b>	A day for 182-day employees and 212-day employees shall mean the regular working school day.
<b>KNEA:</b>	Kansas National Education Association
<b>PROFESSIONAL EMPLOYEE:</b>	Any employee employed by the Board whose salary is determined by either the 182 or 212-day Professional Employee's salary schedule.
<b>INTERIM EMPLOYEE</b>	Any employee who accepts a non-renewable contract for one or two semesters.
<b>YEAR:</b>	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, 2006 to June 30, 2009.
- 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.** Upon execution of the Master Contract, the Board will have a copy of it made available to each professional employee within thirty days.
- F.** Each new professional employee, when he/she signs the contract, will receive a copy of the Master Contract.
- G. 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.
- H. Negotiations Procedures.** Parties shall negotiate a procedure which shall be agreeable to both sides to facilitate negotiations.
- I. Memorandum of Understanding** between The Board of Trustees of Kansas City Kansas Community College and the KCKCC Faculty Association/KNEA:

The parties and professional employees agree that the provisions contained in this negotiated agreement resolve and render moot any disputes or disagreements over the faculty salary placement or benefits arising from the impasse over the 1995-96 contract and the subsequent actions by either party. KCKCCFA/KNEA agrees to drop any legal action emanating from that impasse.

## **Article III. 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. Absence forms, if not completed before the absence, should be completed as soon as the professional employee returns to duty. Completed forms are to be given to the Human Resources Office.

### **B. Leaves**

1. **Community Affairs Leave.** 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 President of the College or his/her designee.
2. **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.

3. **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. The request form may be completed within 48 hours after the employee returns to work and shall be made through the professional employee's Division Dean or immediate supervisor who shall forward the request to the Provost.
  - b. Requests shall be subject to final approval of the President or the President's designee, who shall not withhold approval unreasonably.
  - c. Professional employees shall not be required to state reasons for requesting personal leave.
  - d. 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.
  - e. Personal leave time for 182-day faculty may be taken in hourly increments.
  - f. Personal leave time for 212-day faculty may be taken in hourly increments.
4. **Professional Leave.** Membership in professional organizations is recommended.
  - a. Professional employees requested by the President of the College to 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 by their Division Dean and the College President or his/her designee.
  - c. There shall be no arbitrary and capricious denial of approval for time off without loss of pay.
5. **Maternity Leave.** Maternity leave shall be granted to all pregnant professional employees upon the professional employee's request. Maternity leave is a leave without pay but may be requested in conjunction with available paid leaves or under the Family Medical Leave Act of 1993.
  - a. If a 182 or 212-day instructional, professional employee requests maternity leave, suspension of responsibilities shall begin upon the date medically-determined or at the end of a semester when that is possible. The 212-day non-instructional professional employee's maternity leave shall begin at the time agreed upon by the employee and President of the college or his/her designee.
  - b. The length of the leave is to be agreed upon by the professional employee and the President of the College or his/her designee but shall not exceed 318 days (the time equivalent of three semesters).
  - c. Upon completion of maternity 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.
6. **Adoptive Leave.** Adoptive leave will be granted to any full time professional employee under the following conditions:
  - a. Request for such leave is made in advance through the immediate supervisor and the Division Dean giving the date upon which the adoption is anticipated.

- b. Request for such leave is to be granted only when the child to be adopted is under thirty (30) months of age.
  - c. Adoptive leave for 182-day or 212-day instructional professional employees shall be granted for semester periods only and shall not exceed three semesters. The 212-day non-instructional professional employee's leave shall begin at a time agreed upon by the employee and the President of the college. The length of the leave is to be agreed upon by the professional employee and the President of the college but shall not exceed 318 days (the time equivalent of three semesters.)
  - d. Upon completion of adoptive 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. Adoptive leave shall be without pay.
7. **Sick Leave.** During the first year of employment, each new professional employee is entitled to one day's sick leave for each month of employment. (Ten (10) days for 182 and eleven (11) days for 212-day contract professional employees).
- a. After the first 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 the first reporting day of his/her contract year 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. For 182-day employees, sick leave may be used in one-half (.5) day increments. For 212-day employees, sick leave may be used in hourly increments.
  - 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, after five (5) consecutive days of absence on sick leave, the administration may request a statement of health condition from the employee.
  - h. Leave of up to five (5) days will be granted to any full time professional employee whose spouse gives birth to a child, provided the request for such leave is made through the appropriate dean. Sick leave time may be used for the period of the leave, if sick leave time is available. If sick leave time is not available or is not desired, the leave shall be without pay.
  - i. Faculty are expected to attend in-service programs; development days; advisement/assessment days; and enrollment. Absences during non-instructional days will be charged at a rate of six (6) hours per day.

**8. Sabbatical Leave.** A professional employee will be eligible for consideration for a sabbatical leave after five 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 one semester's compensation [one fourth (.25) of their annual rate] based on his/her 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 at any time is limited to a maximum of three (3).
- c.** The purpose of granting such sabbatical leave is to provide an opportunity for the professional employee to pursue a full time approved program of study that would enhance his/her professional career for the improvement of the quality of education at the college.
- d.** Upon completion of the program, the Professional Employee would be required to return to full time instruction at the college for a period of three 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 three year requirement, the amount of money owed will be determined as follows:
  - 1) Return for only one full semester - five-sixths (5/6) of the total sum;
  - 2) Return for only two full semesters - two-thirds (2/3) of the total sum;
  - 3) Return for only three full semesters - one-half (1/2) of the total sum;
  - 4) Return for only four full semesters - one-third (1/3) of the total sum;
  - 5) Return for only five full semesters - one-sixth (1/6) 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 any of the three (3) years following the sabbatical, the Professional Employee shall refund none of the moneys, neither wages nor fringe benefits.

- e.** If a Professional Employee has had six or more years of full time continuous service, upon completion of the program he/she 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.

- f. Application for sabbatical leave 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 Provost and the President, a recommendation shall be made to the Board for approval of the overall plan. A request for sabbatical leave which does not receive a positive recommendation from the Professional Employee's Dean, the Provost and the President shall be deemed denied. Applications shall be completed in time for Board action during the regular meeting in the October prior to the academic year in which the leave is to begin. The application should contain a general description or outline of the proposed course of study.

If the Professional Employee's application for sabbatical leave is denied, he/she may make written appeal to the Board of Trustees. Such appeal must be submitted within ten days of denial and shall be considered by the Board of Trustees within sixty days of submission.

- g. If approved, a more detailed educational plan shall be submitted prior to the regularly schedule March meeting of the Board of Trustees. If approved by the Board, a contract would be proffered containing the specific terms of the program, compensation, return agreement, etc.
- h. 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.
- i. Upon the Professional Employee's return to duty, he/she shall submit a formal or written report and/or record of his/her activities during the period of the leave.
- j. 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.

9. **Research and Professional Development Sabbatical Leave.** The College will make available a semester of sabbatical leave for research and professional development purposes only. This leave shall be compensated at .5 of the annual contract rate based on the instructor's class and step. This leave shall be reserved for faculty who are not pursuing academic credit that would affect their position on the salary schedule. Applications will be accepted until January 15 of each year for the fall and spring semesters of the following academic year. Except for paragraphs 8a, 8b and 8f, all conditions under number 8 above shall apply to this leave.

The number of professional employees that may be on research and professional development sabbatical leave is limited to one per semester.

- 10. 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.

**Article IV. 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 non-discrimination 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 grievances between an incident and the last possible filing date shall be no more than 20 days. The levels in the grievance procedure will be the following:
1. Conference between the aggrieved and the Division Dean or other immediate supervisor.
  2.
    - 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) school days after discussion of the grievance he/she may, within five (5) days, file the grievance in writing simultaneously with the Association, or its designee, and the appropriate dean. The grievance procedure shall commence at the level above that at which the grievance has been filed except in the case of the Board of Trustees.
    - b. Within five (5) school days after receipt of the written grievance by the appropriate dean, the dean will meet with the aggrieved person and his/her representative of the Association in an effort to resolve it. The dean shall submit his/her decision in writing to the aggrieved person and the Association within seven (7) school days after the meeting.



3. 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.
4. 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.
5. 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 Provost directly and the processing of such grievance will be commenced at Level Four. 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.
6. 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.
7. 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 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.
8. 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.
9. 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 V. 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 VI. 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 (90) 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 Professional Employee shall be compensated for more than one hundred eighty-two (182) days.

## **Article VII. Professional Work Load**

### **A. Normal Work Load**

No work load will exceed thirty (30) semester hours for the two-semester academic year. The load will consist usually of between thirteen (13) and seventeen (17) hours of instruction per semester, together with at least 10 clock hours per week of regularly scheduled office hours for student conferences, paper checking, supervision and preparation.

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 office 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. Faculty will make arrangements with supervisors for participation in campus-based activities, including but not necessarily limited to division meetings and in-services.

The total semester hour load will depend, in part, upon the number and nature of preparations and the number of clock hours of instruction caused by student contacts, and may vary from semester to semester. 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.

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 work load for the Nursing Professional Employees shall consist of four hours of didactic and eleven hours of clinical instruction per week. Any exception to this work load must be mutually agreed to by the Professional Employee, the Dean of Nursing and Allied Health and the Provost.

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

A total of eight (8) students in a class shall constitute a full class for purposes of computation of teaching load.

Professional employees who average 15 students per class as a part of their aggregate normal workload shall not have a class pro-rated due to low enrollment. Since developmental courses normally have a maximum of 15 students per class, they shall be exempt from pro-ration. Furthermore, because of the importance of foreign language instruction to the college's goals of internationalism and multiculturalism, two courses in each foreign language shall also be exempt from pro-ration.

**B.** The 182-day employee's normal work load shall be 13-17 semester hours per semester, with a maximum of 30 in a two semester year.

**C. Coordinators' Work Load**

Vocational coordinators shall be compensated for coordinating duties by receiving 6 hours release time per year. Those coordinators with internship students will compute credit hour equivalency at the rate of 0.2 times the number of students enrolled.

**D.** 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 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 Provost prior to the commencement of the assignment.

For each credit hour equivalency, the Professional Employee may be assigned up to fifteen (15) 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 instructional day shall not exceed twelve (12) hours. Time between instructional days shall not be less than twelve (12)

hours without written consent of the Professional Employee. The instructional day is the time from first instructional responsibility until the last instructional duty is finished.

- G. 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 Year**

The 182-day Professional Employee shall be required to work no more than 182-days during the two semester school year. The 212-day Professional Employee shall be required to work no more than 212-days during the July 1 - June 30 contract year.

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

The academic calendar shall be mutually developed by the Provost 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.

**Article VIII. Contract Release and Liquidated Damages**

On or before June 1st (212-day employees) or July 15th (182-day employees) of any year, a Professional Employee who has either agreed to a contract with the college, or who by virtue of the Continuing Contract Law of the State of Kansas has a contract with the college, may be released from that contract by notifying, in writing, the Board of Trustees through the Office of the President of his/her desire for a release and by the payment to the College of the sum of two hundred fifty (\$250.00) dollars.

If a Professional Employee desires a release from his/her contract after June 1st (212-day employees) or July 15th (182-day employees), 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 IX. 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 work load 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 X. Compensation**

### **A. Conditions**

1. The Class II Step I 182-day salary base for the 2006-2007 year will be \$34,953.07.  
The Class II Step 1 212-day salary base for the 2006-2007 year will be \$40,713.34.  
  
The Class II Step I 182-day salary base for the 2007-2008 year will be \$35,652.13.  
The Class II Step 1 212-day salary base for the 2007-2008 year will be \$41,527.60.  
  
The Class II Step I 182-day salary base for the 2008-2009 year will be \$36,365.17.  
The Class II Step 1 212-day salary base for the 2008-2009 year will be \$42,358.15.  
*Step and class structure of the salary schedule and index are set forth below.*
2. 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.  
  
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.
3. Overload pay and summer pay shall be 2.1% of the base salary per semester hour equivalent for the duration of this contract.
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. The board offers tuition scholarship to all full-time employees at KCKCC for courses taken at KCKCC by employees, spouses, and dependent children who complete regular credit courses. After the completion of twelve credit hours, a minimum GPA of 2.0 must be maintained in order for the scholarship to be renewed. Scholarship will be at the current tuition rate established for Kansas residents. Any exceptions must have the prior approval of the President of the College.
7. A paid health and hospitalization program, dental insurance, and a twenty-five-thousand dollar (\$25,000) term life insurance policy will be provided by the Board to all bargaining Professional Employees. This fringe benefit is in addition to salary applicable to Professional Employees as determined by the salary schedule.
8. A flexible benefit plan, which qualifies as a "Cafeteria Plan" within the meaning of Section 125(d) of the Internal Revenue Code of 1954 as amended, shall be provided by the Board to provide Professional Employees members with a choice of certain taxable and tax-free benefits.

#### Monthly Allocation by the Board

The sum of two hundred sixty dollars (\$260) per month and 1/12<sup>th</sup> of 1% of each Professional Employee's annual salary per month shall be paid by the Board on behalf of each bargaining unit member toward the purchase of any one or any combination of benefits available under the Plan.

#### 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. Such reduction shall be applied to the Employee's salary before federal and state income tax, FICA tax, and KPERS are deducted.

#### Plan Benefits

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

- a. Dependent health and dental insurance premiums.
- b. Individual group term life insurance premiums.
- c. Disability insurance premiums.
- d. Qualified dependent child care.
- e. Qualified medical expenses not covered by insurance.
- f. Post retirement life insurance premiums. (When available).
- g. Cash

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.

#### 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.

#### Cash Option

Any Professional Employee shall have the option to receive as cash all or any part of the Section 125 contribution by the Board while such member is an employee of the Board. Any member failing to specify or select benefits in an amount equal to or in excess of the allowance made by the Board shall be deemed to have opted for cash in such amount or residue for any month(s) for which such selection is not made. Cash received under this provision shall be included in salary compensation and be subject to federal and state income taxes, FICA taxes, and KPERS deductions.

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.
9. The College shall provide each Professional Employee the option of receiving pay one (1) time each month or two (2) times each month. The Professional Employee may exercise the option at the beginning of each academic year.

A Professional Employee who begins service after the beginning of the academic year may exercise the option for monthly pay periods or bimonthly pay periods at the time of initial employment.

"A" designates the 182-days faculty line

"B" designates the 212-days faculty line

**KCKCC SALARY SCHEDULE FOR 2006-2007**

**Base Salary for Schedule: \$34953.07**

<b>Step</b>	<b>Status</b>	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>	<b>Class IV</b>	<b>Class V</b>	<b>Class VI</b>
1	A	\$31,457.70	\$34,953.00	\$36,700.65	\$38,448.30	\$40,195.95	\$43,691.25
	B	\$36,641.23	\$40,713.25	\$42,747.52	\$44,781.78	\$46,819.54	\$50,891.57
2	A	\$32,855.82	\$36,351.12	\$38,098.77	\$39,846.42	\$41,594.07	\$45,089.37
	B	\$38,270.04	\$42,338.57	\$44,376.33	\$46,410.59	\$48,448.35	\$52,516.88
3	A	\$34,253.94	\$37,749.24	\$39,496.89	\$41,244.54	\$42,992.19	\$46,487.49
	B	\$39,898.85	\$43,967.38	\$46,005.14	\$48,039.40	\$50,077.16	\$54,145.69
4	A	\$35,652.06	\$39,147.36	\$40,895.01	\$42,642.66	\$44,390.31	\$47,885.61
	B	\$41,524.16	\$45,596.19	\$47,633.95	\$49,668.21	\$51,702.48	\$55,774.50
5	A	\$37,050.18	\$40,545.48	\$42,293.13	\$44,040.78	\$45,788.43	\$49,283.73
	B	\$43,152.97	\$47,225.00	\$49,262.76	\$51,297.02	\$53,331.29	\$57,403.31
6	A	\$38,448.30	\$41,943.60	\$43,691.25	\$45,438.90	\$47,186.55	\$50,681.85
	B	\$44,781.78	\$48,853.81	\$50,891.57	\$52,925.83	\$54,960.10	\$59,032.12
7	A	\$39,846.42	\$43,341.72	\$45,089.37	\$46,837.02	\$48,584.67	\$52,079.97
	B	\$46,410.59	\$50,482.62	\$52,516.88	\$54,554.64	\$56,588.91	\$60,660.93
8	A	\$41,244.54	\$44,739.84	\$46,487.49	\$48,235.14	\$49,982.79	\$53,478.09
	B	\$48,039.40	\$52,111.43	\$54,145.69	\$56,183.45	\$58,217.72	\$62,289.74
9	A	\$42,642.66	\$46,137.96	\$47,885.61	\$49,633.26	\$51,380.91	\$54,876.21
	B	\$49,668.21	\$53,740.24	\$55,774.50	\$57,812.26	\$59,846.53	\$63,918.55
10	A	\$44,040.78	\$47,536.08	\$49,283.73	\$51,031.38	\$52,779.03	\$56,274.33
	B	\$51,297.02	\$55,369.05	\$57,403.31	\$59,441.07	\$61,475.34	\$65,547.36
11	A	\$45,438.90	\$48,934.20	\$50,681.85	\$52,429.50	\$54,177.15	\$57,672.45
	B	\$52,925.83	\$56,997.86	\$59,032.12	\$61,069.88	\$63,104.15	\$67,176.17
12	A	\$46,837.02	\$50,332.32	\$52,079.97	\$53,827.62	\$55,575.27	\$59,070.57
	B	\$54,554.64	\$58,626.67	\$60,660.93	\$62,695.20	\$64,732.96	\$68,804.98
13	A	\$48,235.14	\$51,730.44	\$53,478.09	\$55,225.74	\$56,973.39	\$60,468.69
	B	\$56,183.45	\$60,255.48	\$62,289.74	\$64,324.01	\$66,361.77	\$70,433.79
14	A	\$49,633.26	\$53,128.56	\$54,876.21	\$56,623.86	\$58,371.51	\$61,866.81
	B	\$57,812.26	\$61,880.79	\$63,918.55	\$65,952.82	\$67,990.58	\$72,059.10

15	A	\$51,031.38	\$54,526.68	\$56,274.33	\$58,021.98	\$59,769.63	\$63,264.93
	B	\$59,441.07	\$63,509.60	\$65,547.36	\$67,581.63	\$69,619.39	\$73,687.91
16	A	\$52,429.50	\$55,924.80	\$57,672.45	\$59,420.10	\$61,167.75	\$64,663.05
	B	\$61,069.88	\$65,138.41	\$67,176.17	\$69,210.44	\$71,248.20	\$75,316.72
17	A	\$53,827.62	\$57,322.92	\$59,070.57	\$60,818.22	\$62,565.87	\$66,061.17
	B	\$62,695.20	\$66,767.22	\$68,804.98	\$70,839.25	\$72,873.51	\$76,945.53
18	A	\$55,225.74	\$58,721.04	\$60,468.69	\$62,216.34	\$63,963.99	\$67,459.29
	B	\$64,324.01	\$68,396.03	\$70,433.79	\$72,468.05	\$74,502.32	\$78,574.34
19	A	\$56,623.86	\$60,119.16	\$61,866.81	\$63,614.46	\$65,362.11	\$68,857.41
	B	\$65,952.82	\$70,024.84	\$72,059.10	\$74,096.86	\$76,131.13	\$80,203.15
20	A	\$58,021.98	\$61,517.28	\$63,264.93	\$65,012.58	\$66,760.23	\$70,255.53
	B	\$67,581.63	\$71,653.65	\$73,687.91	\$75,725.67	\$77,759.94	\$81,831.96
21	A	\$59,420.10	\$62,915.40	\$64,663.05	\$66,410.70	\$68,158.35	\$71,653.65
	B	\$69,210.44	\$73,282.46	\$75,316.72	\$77,354.48	\$79,388.75	\$83,460.77

"A" designates the 182-days faculty line  
 "B" designates the 212-days faculty line

**KCKCC SALARY SCHEDULE FOR 2007-2008**

**Base Salary for Schedule: \$35652.12**

Step	Status	Class I	Class II	Class III	Class IV	Class V	Class VI
1	A	\$32,086.80	\$35,652.00	\$37,434.60	\$39,217.20	\$40,999.80	\$44,565.00
	B	\$37,373.99	\$41,527.45	\$43,602.40	\$45,677.34	\$47,755.85	\$51,909.31
2	A	\$33,512.88	\$37,078.08	\$38,860.68	\$40,643.28	\$42,425.88	\$45,991.08
	B	\$39,035.37	\$43,185.27	\$45,263.78	\$47,338.73	\$49,417.24	\$53,567.13
3	A	\$34,938.96	\$38,504.16	\$40,286.76	\$42,069.36	\$43,851.96	\$47,417.16
	B	\$40,696.76	\$44,846.65	\$46,925.16	\$49,000.11	\$51,078.62	\$55,228.51
4	A	\$36,365.04	\$39,930.24	\$41,712.84	\$43,495.44	\$45,278.04	\$48,843.24
	B	\$42,354.58	\$46,508.03	\$48,586.55	\$50,661.49	\$52,736.44	\$56,889.90
5	A	\$37,791.12	\$41,356.32	\$43,138.92	\$44,921.52	\$46,704.12	\$50,269.32
	B	\$44,015.96	\$48,169.42	\$50,247.93	\$52,322.88	\$54,397.82	\$58,551.28
6	A	\$39,217.20	\$42,782.40	\$44,565.00	\$46,347.60	\$48,130.20	\$51,695.40
	B	\$45,677.34	\$49,830.80	\$51,909.31	\$53,984.26	\$56,059.20	\$60,212.66
7	A	\$40,643.28	\$44,208.48	\$45,991.08	\$47,773.68	\$49,556.28	\$53,121.48
	B	\$47,338.73	\$51,492.18	\$53,567.13	\$55,645.64	\$57,720.59	\$61,874.05
8	A	\$42,069.36	\$45,634.56	\$47,417.16	\$49,199.76	\$50,982.36	\$54,547.56
	B	\$49,000.11	\$53,153.57	\$55,228.51	\$57,307.02	\$59,381.97	\$63,535.43
9	A	\$43,495.44	\$47,060.64	\$48,843.24	\$50,625.84	\$52,408.44	\$55,973.64
	B	\$50,661.49	\$54,814.95	\$56,889.90	\$58,968.41	\$61,043.35	\$65,196.81
10	A	\$44,921.52	\$48,486.72	\$50,269.32	\$52,051.92	\$53,834.52	\$57,399.72
	B	\$52,322.88	\$56,476.33	\$58,551.28	\$60,629.79	\$62,704.74	\$66,858.20
11	A	\$46,347.60	\$49,912.80	\$51,695.40	\$53,478.00	\$55,260.60	\$58,825.80
	B	\$53,984.26	\$58,137.72	\$60,212.66	\$62,291.17	\$64,366.12	\$68,519.58
12	A	\$47,773.68	\$51,338.88	\$53,121.48	\$54,904.08	\$56,686.68	\$60,251.88
	B	\$55,645.64	\$59,799.10	\$61,874.05	\$63,948.99	\$66,027.50	\$70,180.96
13	A	\$49,199.76	\$52,764.96	\$54,547.56	\$56,330.16	\$58,112.76	\$61,677.96
	B	\$57,307.02	\$61,460.48	\$63,535.43	\$65,610.38	\$67,688.89	\$71,842.35
14	A	\$50,625.84	\$54,191.04	\$55,973.64	\$57,756.24	\$59,538.84	\$63,104.04

	<b>B</b>	\$58,968.41	\$63,118.30	\$65,196.81	\$67,271.76	\$69,350.27	\$73,500.16
<b>15</b>	<b>A</b>	\$52,051.92	\$55,617.12	\$57,399.72	\$59,182.32	\$60,964.92	\$64,530.12
	<b>B</b>	\$60,629.79	\$64,779.68	\$66,858.20	\$68,933.14	\$71,011.65	\$75,161.55
<b>16</b>	<b>A</b>	\$53,478.00	\$57,043.20	\$58,825.80	\$60,608.40	\$62,391.00	\$65,956.20
	<b>B</b>	\$62,291.17	\$66,441.07	\$68,519.58	\$70,594.53	\$72,673.04	\$76,822.93
<b>17</b>	<b>A</b>	\$54,904.08	\$58,469.28	\$60,251.88	\$62,034.48	\$63,817.08	\$67,382.28
	<b>B</b>	\$63,948.99	\$68,102.45	\$70,180.96	\$72,255.91	\$74,330.85	\$78,484.31
<b>18</b>	<b>A</b>	\$56,330.16	\$59,895.36	\$61,677.96	\$63,460.56	\$65,243.16	\$68,808.36
	<b>B</b>	\$65,610.38	\$69,763.83	\$71,842.35	\$73,917.29	\$75,992.24	\$80,145.70
<b>19</b>	<b>A</b>	\$57,756.24	\$61,321.44	\$63,104.04	\$64,886.64	\$66,669.24	\$70,234.44
	<b>B</b>	\$67,271.76	\$71,425.22	\$73,500.16	\$75,578.67	\$77,653.62	\$81,807.08
<b>20</b>	<b>A</b>	\$59,182.32	\$62,747.52	\$64,530.12	\$66,312.72	\$68,095.32	\$71,660.52
	<b>B</b>	\$68,933.14	\$73,086.60	\$75,161.55	\$77,240.06	\$79,315.00	\$83,468.46
<b>21</b>	<b>A</b>	\$60,608.40	\$64,173.60	\$65,956.20	\$67,738.80	\$69,521.40	\$73,086.60
	<b>B</b>	\$70,594.53	\$74,747.98	\$76,822.93	\$78,901.44	\$80,976.39	\$85,129.85

"A" designates the 182-days faculty line  
 "B" designates the 212-days faculty line

**KCKCC SALARY SCHEDULE FOR 2008-2009**

Base Salary for Schedule: \$36365.17

Step	Status	Class I	Class II	Class III	Class IV	Class V	Class VI
1	A	\$32,728.50	\$36,365.00	\$38,183.25	\$40,001.50	\$41,819.75	\$45,456.25
	B	\$38,121.43	\$42,357.95	\$44,474.40	\$46,590.84	\$48,710.92	\$52,947.44
2	A	\$34,183.10	\$37,819.60	\$39,637.85	\$41,456.10	\$43,274.35	\$46,910.85
	B	\$39,816.04	\$44,048.92	\$46,169.00	\$48,285.45	\$50,405.53	\$54,638.41
3	A	\$35,637.70	\$39,274.20	\$41,092.45	\$42,910.70	\$44,728.95	\$48,365.45
	B	\$41,510.65	\$45,743.53	\$47,863.61	\$49,980.06	\$52,100.14	\$56,333.02
4	A	\$37,092.30	\$40,728.80	\$42,547.05	\$44,365.30	\$46,183.55	\$49,820.05
	B	\$43,201.62	\$47,438.14	\$49,558.22	\$51,674.67	\$53,791.11	\$58,027.63
5	A	\$38,546.90	\$42,183.40	\$44,001.65	\$45,819.90	\$47,638.15	\$51,274.65
	B	\$44,896.23	\$49,132.75	\$51,252.83	\$53,369.27	\$55,485.72	\$59,722.24
6	A	\$40,001.50	\$43,638.00	\$45,456.25	\$47,274.50	\$49,092.75	\$52,729.25
	B	\$46,590.84	\$50,827.36	\$52,947.44	\$55,063.88	\$57,180.33	\$61,416.85
7	A	\$41,456.10	\$45,092.60	\$46,910.85	\$48,729.10	\$50,547.35	\$54,183.85
	B	\$48,285.45	\$52,521.97	\$54,638.41	\$56,758.49	\$58,874.94	\$63,111.46
8	A	\$42,910.70	\$46,547.20	\$48,365.45	\$50,183.70	\$52,001.95	\$55,638.45
	B	\$49,980.06	\$54,216.58	\$56,333.02	\$58,453.10	\$60,569.54	\$64,806.07
9	A	\$44,365.30	\$48,001.80	\$49,820.05	\$51,638.30	\$53,456.55	\$57,093.05
	B	\$51,674.67	\$55,911.19	\$58,027.63	\$60,147.71	\$62,264.15	\$66,500.68
10	A	\$45,819.90	\$49,456.40	\$51,274.65	\$53,092.90	\$54,911.15	\$58,547.65
	B	\$53,369.27	\$57,605.80	\$59,722.24	\$61,842.32	\$63,958.76	\$68,195.28
11	A	\$47,274.50	\$50,911.00	\$52,729.25	\$54,547.50	\$56,365.75	\$60,002.25
	B	\$55,063.88	\$59,300.41	\$61,416.85	\$63,536.93	\$65,653.37	\$69,889.89
12	A	\$48,729.10	\$52,365.60	\$54,183.85	\$56,002.10	\$57,820.35	\$61,456.85
	B	\$56,758.49	\$60,995.01	\$63,111.46	\$65,227.90	\$67,347.98	\$71,584.50
13	A	\$50,183.70	\$53,820.20	\$55,638.45	\$57,456.70	\$59,274.95	\$62,911.45
	B	\$58,453.10	\$62,689.62	\$64,806.07	\$66,922.51	\$69,042.59	\$73,279.11
14	A	\$51,638.30	\$55,274.80	\$57,093.05	\$58,911.30	\$60,729.55	\$64,366.05

	<b>B</b>	\$60,147.71	\$64,380.60	\$66,500.68	\$68,617.12	\$70,737.20	\$74,970.08
<b>15</b>	<b>A</b>	\$53,092.90	\$56,729.40	\$58,547.65	\$60,365.90	\$62,184.15	\$65,820.65
	<b>B</b>	\$61,842.32	\$66,075.21	\$68,195.28	\$70,311.73	\$72,431.81	\$76,664.69
<b>16</b>	<b>A</b>	\$54,547.50	\$58,184.00	\$60,002.25	\$61,820.50	\$63,638.75	\$67,275.25
	<b>B</b>	\$63,536.93	\$67,769.81	\$69,889.89	\$72,006.34	\$74,126.42	\$78,359.30
<b>17</b>	<b>A</b>	\$56,002.10	\$59,638.60	\$61,456.85	\$63,275.10	\$65,093.35	\$68,729.85
	<b>B</b>	\$65,227.90	\$69,464.42	\$71,584.50	\$73,700.95	\$75,817.39	\$80,053.91
<b>18</b>	<b>A</b>	\$57,456.70	\$61,093.20	\$62,911.45	\$64,729.70	\$66,547.95	\$70,184.45
	<b>B</b>	\$66,922.51	\$71,159.03	\$73,279.11	\$75,395.55	\$77,512.00	\$81,748.52
<b>19</b>	<b>A</b>	\$58,911.30	\$62,547.80	\$64,366.05	\$66,184.30	\$68,002.55	\$71,639.05
	<b>B</b>	\$68,617.12	\$72,853.64	\$74,970.08	\$77,090.16	\$79,206.61	\$83,443.13
<b>20</b>	<b>A</b>	\$60,365.90	\$64,002.40	\$65,820.65	\$67,638.90	\$69,457.15	\$73,093.65
	<b>B</b>	\$70,311.73	\$74,548.25	\$76,664.69	\$78,784.77	\$80,901.22	\$85,137.74
<b>21</b>	<b>A</b>	\$61,820.50	\$65,457.00	\$67,275.25	\$69,093.50	\$70,911.75	\$74,548.25
	<b>B</b>	\$72,006.34	\$76,242.86	\$78,359.30	\$80,479.38	\$82,595.82	\$86,832.35

Salary Schedule Index: 1:00

step	status	Class1	Class2	Class3	Class4	Class5	Class6	Base 212%	1.0000 1.1648
1	A	0.9000	1.0000	1.0500	1.1000	1.1500	1.2500		
2	A	0.9400	1.0400	1.0900	1.1400	1.1900	1.2900		
3	A	0.9800	1.0800	1.1300	1.1800	1.2300	1.3300		
4	A	1.0200	1.1200	1.1700	1.2200	1.2700	1.3700		
5	A	1.0600	1.1600	1.2100	1.2600	1.3100	1.4100		
6	A	1.1000	1.2000	1.2500	1.3000	1.3500	1.4500		
7	A	1.1400	1.2400	1.2900	1.3400	1.3900	1.4900		
8	A	1.1800	1.2800	1.3300	1.3800	1.4300	1.5300		
9	A	1.2200	1.3200	1.3700	1.4200	1.4700	1.5700		
10	A	1.2600	1.3600	1.4100	1.4600	1.5100	1.6100		
11	A	1.3000	1.4000	1.4500	1.5000	1.5500	1.6500		
12	A	1.3400	1.4400	1.4900	1.5400	1.5900	1.6900		
13	A	1.3800	1.4800	1.5300	1.5800	1.6300	1.7300		
14	A	1.4200	1.5200	1.5700	1.6200	1.6700	1.7700		
15	A	1.4600	1.5600	1.6100	1.6600	1.7100	1.8100		
16	A	1.5000	1.6000	1.6500	1.7000	1.7500	1.8500		
17	A	1.5400	1.6400	1.6900	1.7400	1.7900	1.8900		
18	A	1.5800	1.6800	1.7300	1.7800	1.8300	1.9300		
19	A	1.6200	1.7200	1.7700	1.8200	1.8700	1.9700		
20	A	1.6600	1.7600	1.8100	1.8600	1.9100	2.0100		
21	A	1.7000	1.8000	1.8500	1.9000	1.9500	2.0500		
1	B	1.0483	1.1648	1.2230	1.2812	1.3395	1.4560		
2	B	1.0949	1.2113	1.2696	1.3278	1.3861	1.5025		
3	B	1.1415	1.2579	1.3162	1.3744	1.4327	1.5491		
4	B	1.1880	1.3045	1.3628	1.4210	1.4792	1.5957		
5	B	1.2346	1.3511	1.4094	1.4676	1.5258	1.6423		
6	B	1.2812	1.3977	1.4560	1.5142	1.5724	1.6889		
7	B	1.3278	1.4443	1.5025	1.5608	1.6190	1.7355		
8	B	1.3744	1.4909	1.5491	1.6074	1.6656	1.7821		
9	B	1.4210	1.5375	1.5957	1.6540	1.7122	1.8287		
10	B	1.4676	1.5841	1.6423	1.7006	1.7588	1.8753		
11	B	1.5142	1.6307	1.6889	1.7472	1.8054	1.9219		
12	B	1.5608	1.6773	1.7355	1.7937	1.8520	1.9685		
13	B	1.6074	1.7239	1.7821	1.8403	1.8986	2.0151		
14	B	1.6540	1.7704	1.8287	1.8869	1.9452	2.0616		
15	B	1.7006	1.8170	1.8753	1.9335	1.9918	2.1082		
16	B	1.7472	1.8636	1.9219	1.9801	2.0384	2.1548		
17	B	1.7937	1.9102	1.9685	2.0267	2.0849	2.2014		
18	B	1.8403	1.9568	2.0151	2.0733	2.1315	2.2480		
19	B	1.8869	2.0034	2.0616	2.1199	2.1781	2.2946		
20	B	1.9335	2.0500	2.1082	2.1665	2.2247	2.3412		
21	B	1.9801	2.0966	2.1548	2.2131	2.2713	2.3878		

## **Article XI. Early Retirement and Continuation of Health Insurance**

### **A. Early Retirement Plan**

Any eligible Professional Employee may elect to take early retirement under the terms and conditions set forth in this plan. Early retirement is entirely voluntary and at the discretion of the eligible employee. No employee shall receive early retirement payment after reaching the age to qualify for full social security benefits.

#### Eligibility

In order to be eligible for early retirement under this plan, the employee must comply with all of the following requirements:

1. Must currently be an employee of the college;
2. Must have at least:
  - a) 15 years of full time service at KCKCC or;
  - b) 5 years of current and consecutive full time service at KCKCC and 30 years service credit in KPERS.
3. Must retire under the Kansas Public Employees Retirement System (KPERS) with full or reduced benefits.

Compliance with the above requirements will be determined by the Board based on information supplied by the employee and/or of record to the Board. It is the employees' responsibility to provide all information necessary for establishing eligibility and determination of benefits to be paid under this plan.

#### Application

An eligible employee may apply for early retirement under this plan by submitting a written application to the Board on or before the 1<sup>st</sup> day of April. Such application shall include the following information:

1. A statement by the applicant that they will take early retirement.
2. The date of retirement.

### **B. Benefits, Terms and Conditions**

An eligible employee who takes early retirement under this plan shall receive the following benefits and shall be subject to the following terms and conditions:

1. The early retirement benefits under 2a above shall be a maximum of 125% of the final contract salary. This shall be paid annually at the lesser of: a) 25% of their last annual salary (without overload, overtime, extra duty, etc.), or b) the difference between full social security benefits and the employee's current eligible social security benefits, until 125% is paid or the early retiree reaches the age of full Social Security benefits. It will be the employee's responsibility to produce to the college the amount of full social security retirement and the employee's current Social Security benefits available.
2. The early retirement benefits under 2b above (i.e., 5 years of current and consecutive full time service at KCKCC plus 30 years of service credit in KPERS), shall be 50% of the sum that he/she would have received under part 2a of the eligibility. For every additional year of full time service beyond the minimum of 5 years of current and consecutive full time service at KCKCC, 5% will be added to the employee's minimum (50%) benefit.

**EXAMPLE** - KCKCC employee 55 years of age with 30 years of KPERS service with an annual salary of \$60,000.

- If 15 years or more of KCKCC Service - \$15,000 per year for 5 years
- If 12 years of KCKCC service - 85% of \$15,000 per year for a maximum of 5 years.
- If 10 years of KCKCC service - 75% of \$15,000 per year for a maximum of 5 years.
- If 8 years of KCKCC service - 65% of \$15,000 per year for a maximum of 5 years.
- If 5 years of KCKCC service - 50% of \$15,000 per year for a maximum of 5 years.

1. The above annual benefit shall be paid in lump sum to the employee on or before January of each year during which the retirement benefit is in effect, commencing on or before January of the year immediately following the date of retirement.
2. All early retirement benefits will be subject to all applicable federal and state laws and regulations including income tax rules and regulations.
3. The employee shall have the responsibility to keep the college informed of the current mailing address and telephone number during the time the employee is receiving early retirement benefits from the college.
4. Upon the death of the early retired employee, all early retirement benefits shall remain in effect for the family of the early retired employee.
5. This policy will expire June 30, 2013.

### **C. Continuation of Health Insurance**

Any eligible employee of KCKCC may elect to take continuation of health insurance under the terms and conditions set forth in this plan. Continuation of health insurance is entirely voluntary and at the discretion of the eligible employee.

#### Eligibility

In order to be eligible for continuation of health insurance under this plan, the employee must comply with all of the following requirements:

1. Must currently be an employee of the college;
2. Must have at least:
  - 15 years of full time service at KCKCC or;
  - 5 years of current and consecutive full time service at KCKCC and 30 years service credit in KPERS.
3. Must retire under the Kansas Public Employees Retirement System (KPERS).

Compliance with the above requirements will be determined by the Board based on information supplied by the employee and/or of record to the Board. It is the employee's responsibility to provide all information necessary for establishing eligibility and determination of benefits to be paid under this plan.

#### Application

An eligible employee may apply for continuation of health insurance under this plan by submitting a written application to the Board on or before the 1<sup>st</sup> day of April.

Those people meeting the above criteria shall have their health insurance coverage provided (paid for) by the college until they become eligible for a federally funded health care plan, the employee acquires employment where the health insurance is provided by the new employer, or upon the death of the early retired employee. If the employee elects not to maintain health coverage through the college, no funds in lieu of this benefit will be paid to the employee.

This policy will expire June 30, 2013.

**Article XII. 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:

**With Bachelors**

<u>Experience</u>	<u>Academic Rank</u>
0 - 10 years	Instructor
11 or more years	Assistant Professor

**With Masters**

<u>Experience</u>	<u>Academic Rank</u>
0 - 5 years	Instructor
6 - 10 years	Assistant Professor
11-15 years	Associate Professor
16 or more years	Professor

**With Doctorate**

<u>Experience</u>	<u>Academic Rank</u>
0-5 years	Assistant Professor
6-12 years	Associate Professor
13 or more years	Professor

**Article XIII. Online Course Development and Compensation**

The Board of Trustees of Kansas City Kansas Community College recognizes the need for quality control, faculty involvement in final course acceptance and approval, which includes the traditional division, dean, and Academic Policies process, and realistic student load.

An Instructional Design Team (IDT) will be created of faculty members from each academic division and the Instructional Technology Online Project Leader. This team will provide content and design consulting assistance to faculty members developing online courses. Upon IDT approval, the newly developed course will be available for delivery.

To assure quality control, each faculty member desiring to develop online courses will first take the KCKCC Online Development course as approved by the Provost. Completion of this course will familiarize faculty with the frustrations and techniques encountered in online development. However, faculty demonstrating prior online development and/or online instructional experience will not be required to take the KCKCC Online Development course.

The minimum number of students necessary to make an online class is eight (8). Online courses will be limited to a maximum of sixteen (16) during 2006-2007. Thereafter, the maximum limit will be eighteen (18), unless special permission is obtained from the instructor for additional students.

**Article XIV. Miscellaneous**

- A. The terms and conditions of an Interim Bargaining Unit (Interim 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 interim 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 Provost. 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.** Each individual on a 212-day contract shall receive at least 1 block of two consecutive weeks of non-assigned time and 2 one full week blocks of unassigned time per contract year.
  - E.** The assigned work schedule for 212-day Professional Employees shall be agreed to at the beginning of the contract year. In the event agreement cannot be reached between the appropriate director and the Professional Employee, the director shall have the sole discretion of establishing the schedule consistent with terms and conditions of this agreement.

**F. 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 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.

**G. 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 XV. Duration Clause**

This Master Contract shall be in effect when ratified by the parties and shall continue in effect until June 30, 2009.

CONTRACT JULY 1, 2006 – JUNE 30, 2009


BETWEEN

BOARD OF TRUSTEES, Kansas City Kansas Community College

and

PROFESSIONAL EMPLOYEES, Kansas City Kansas Community College

Approved and ratified this



\_\_\_\_\_

for the Board of Trustees



\_\_\_\_\_

for the Professional Employees



**KANSAS CITY KANSAS COMMUNITY COLLEGE**

**GRIEVANCE FORM**

**Level Three - Faculty Unit Grievance Committee**

(Attach copy of Formal Level One grievance and response)

I. I request that this grievance be transmitted to the Faculty Unit Grievance Committee

II. Why is grievance being appealed to Formal Level Three?

III. Remedy sought:

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Distribution

\_\_\_\_\_  
Received by the Assoc. Pres.

2 copies to Association Pres.  
1 copy Dean  
1 copy retained by Grievant

Date\_\_\_\_\_Time\_\_\_\_\_

**KANSAS CITY KANSAS COMMUNITY COLLEGE**

**GRIEVANCE FORM**

**Level Four - College President**

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

I. Why is grievance being appealed to Formal Level Four?

II. Remedy sought:

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Distribution

\_\_\_\_\_  
Received by the College President

1 copy to College President  
1 copy Association President  
1 copy retained by Grievant

Date\_\_\_\_\_Time\_\_\_\_\_

**KANSAS CITY KANSAS COMMUNITY COLLEGE**

**GRIEVANCE FORM**

**Level Five - Board of Trustees**

(Attach copy of Level Two grievance and response, Level Three grievance and response and Level Four grievance and response)

I. Why is grievance being appealed to Level Five?

II. Remedy sought:

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Distribution

\_\_\_\_\_  
Received by the Board Chairman

1 copy to Board Chairman  
1 copy Association President  
1 copy College President  
1 copy retained by Grievant

Date\_\_\_\_\_Time\_\_\_\_\_