

# AGREEMENT

Between

ALLEN COUNTY COMMUNITY COLLEGE

and

ALLEN COUNTY COMMUNITY COLLEGE- NATIONAL EDUCATION ASSOCIATION

Effective for the Academic Year  
**2023-2024, 2024-2025, and 2025-2026**

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## **RECOGNITION**

The Board of Trustees of Allen County Community College (hereinafter referred to as the "Board") and Allen County Community College-National Education Association (hereinafter referred to as the "Association"), as representative of the full-time professional Employees (as defined in K.S.A. 72-2218) of Allen County Community College (hereinafter referred to as "Professional Employees"), enter into this Agreement covering the following terms and conditions of professional service for the Academic Years 2023-2024, 2024-2025 and 2025-2026.

The Association will provide to the President of the College a written list of its officers by September 10th of each academic year and any update to said listing within 30 days after any change.

### **ARTICLE 1: SCHOOL YEAR CONTRACT**

The school year contract will consist of one hundred seventy-three (173) working days for all Professional Employees unless otherwise agreed. Additional compensation for services rendered by Professional Employees beyond the specifications in this contract shall be stated in separate agreements, which shall set forth the additional time, the nature of the task, and the terms of remuneration.

### **ARTICLE 2: ACADEMIC FREEDOM**

Allen is committed to academic freedom. The right to teach the truth about the physical, social, and biological world, so long as it is related to the subject assigned, shall not be abridged. College instructors are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As individuals of learning and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not institutional spokespersons.

### **ARTICLE 3: PROFESSIONAL WORKLOAD**

#### **Normal Professional Workload:**

The normal professional workload shall consist of fifteen (15) credit hours or their equivalent per semester, or thirty (30) credit hours or their equivalent contract year. No reduction in base contract salaries will be made for Professional Employees who, because of administrative assignment or canceled classes, teach fewer than thirty (30) credit hours per year, exclusive of summer school. In order to offset deficits, Professional Employees will be assigned to teach eight week and/or interim courses or assigned other duties by the Vice President for Academic Affairs.

#### **Overload:**

Full-time Professional Employees will be given the opportunity to teach up to six (6) hours of overload, face-to-face or online, contingent upon availability of classes for which the faculty

member is qualified. In the event that a full-time Professional Employee's class or classes do not have sufficient enrollment, the full-time Professional Employee cannot take classes assigned to Adjunct or other employees unless the full-time Professional Employee does not have enough hours for a normal professional workload. The Vice-President for Academic Affairs must approve any assignment of classes that exceeds twenty-one (21) credit hours in a semester.

**Hours on Campus:**

Full-time Professional Employees shall dedicate a minimum of thirty-five (35) hours for college work week responsibilities. Outside of instructional time (for policy purposes equaling 15 hours per week), full-time instructors shall dedicate a minimum of twenty (20) hours per week to a combination of student time/available presence, service to the college, and professional time. Fifteen (15) hours per week of this time shall be for onsite (on-campus) presence; five (5) hours per week may be for either onsite (on-campus) presence or presence through appropriate electronic means. If a Professional Employee's normal workload includes off-campus classes (day or night), a pro-rata reduction for travel time and classroom time will be made from the number of hours the Professional Employee is required to be on campus. Overload and/or supplemental contacts will increase the number of hours required on campus proportionately.

**Preparation Days and In-service Days:**

Two (2) days at the beginning of each semester shall be designated as preparation days for faculty. Preparation days are for faculty to work individually in their offices to prepare for the upcoming semester. The only externally scheduled meetings during those days are for departmental meetings. Four (4) in-service days will be available during the academic year (2 each semester).

Neither of these statements is meant to limit the number of meetings that may be called by the administration during other contract days during regular work hours.

**Class Size:**

Maximum class sizes will be determined by the Vice President for Academic Affairs after consultation with the appropriate Dean and appropriate Professional Employees.

**ARTICLE 4: RETAINED RIGHTS**

The Board shall operate and manage the College. It is understood that the rights of Professional Employees are set forth throughout the balance of this Agreement. Such rights shall not be abridged by this Retained Rights clause. All other rights, powers, or authority which the Board had prior to the signing of this Agreement are retained by it, except those which have been specifically abridged, delegated, or modified by this Agreement; it being understood and agreed that nothing in this Agreement shall restrict or modify the rights and duties of the Board as provided by law.

**ARTICLE 5: ASSOCIATION RIGHTS**

Duly authorized representatives of the Association shall be permitted to transact official

Association business on College property at all reasonable times, provided that College activities are not interrupted.

**Communication:**

The Association shall have the use of email and teacher mailboxes for communications to teachers.

**Use of Facilities and Equipment:**

The Association shall have the right to use College facilities and equipment, including computers, copiers, other duplicating equipment, calculating machines, telephones, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to use. The Association shall have the right to use College buildings at reasonable hours for meetings. No charge shall be made for use of College rooms unless the College incurs additional expenses. Information. The Board agrees to furnish to the Association all information to which it is entitled by law.

**ARTICLE 6: ASSOCIATION DEDUCTIONS**

**Payroll Deductions:**

The Board agrees to deduct membership dues established by the Association from the salary of each employee who has authorized such deduction in writing as provided in K.S.A. 72-2241 and 72-2242. A list of association members shall be submitted to the accounting officer by September 10 of each academic year along with the amount of each individual's deductions.

**ARTICLE 7: GRIEVANCE PROCEDURE**

**Administration/Professional Employee Meetings:**

Both Administration and the Professional Employee have the right to have a third party of their choosing present at any meeting between an administrator and a Professional Employee. If either wishes to bring in a third party who is not an employee of the College, they must notify the other at least 24 hours in advance. FERPA rights of students shall take precedence in cases involving specific students.

**Grievances:**

Grievances of a Professional Employee with respect to the interpretation or application of this Agreement (except matters relating to termination and non-renewal, which shall be handled in accordance with the other provisions of this Agreement and subject to the provisions of K.S.A. 72-, et. seq., as amended) shall be handled as follows:

Step I. Informal Procedure - The grievant shall request an informal conference with the Vice President for Academic Affairs within twenty (20) days after the grievant is aware of the grievance or could reasonably have been aware of the facts upon which the grievance is based. The appropriate Dean may attend this conference if requested to do so by either party.

Step 2. Formal Grievance Procedure - If the grievant has been unable to have a conference with

the Vice President for Academic Affairs within five (5) days of the above request, or if the grievant is not satisfied with the resolution through the Informal Procedure set forth in Step I, the grievant may file a grievance in writing stating in detail the facts of which he complains and the provisions of the Agreements which are alleged to have been violated. Grievances must be filed within fourteen (14) days after the grievant is aware or reasonably could have been aware of the facts upon which the grievance is based, and in any event within six (6) months after the facts or events upon which the grievance is based. Grievances shall be deemed filed when delivered in writing to the President of the College or his designee. One copy of the grievance shall be delivered to the President's office, one to the Vice President for Academic Affairs, one to the appropriate Dean, and one shall be kept by the grievant.

The President will review the grievance and the record of the above procedures, together with any additional information or oral argument presented by the grievant. The President, at his discretion, may also hear other information or oral argument. Within fifteen (15) days after delivery of the grievance at his office, the President shall render his written decision. He shall deliver one copy of the decision to the grievant, one copy to the Vice President for Academic Affairs, and one copy to the appropriate Dean.

If the Administration and the grievant cannot reach a satisfactory resolution, the grievant may appeal the decision in writing to the Board within five (5) days after his receipt of the President's decision. The Board or its designee(s) will review the grievance and the record of the above procedures and hear the matter in dispute within thirty (30) days after the matter is presented to them. Any pertinent evidence or argument which the grievant desires to submit or which the Board deems necessary may be presented at such hearing and the parties shall have the right to cross-examine witnesses who are called to testify. The Board will thereafter render its decision in writing within thirty (30) days after the final evidence or information is submitted. One copy of the Board's decision shall be delivered to the grievant, one copy to the President, one copy to the Association's Welfare Committee Chairman, one copy to the Vice President for Academic Affairs, and one copy to the appropriate Dean.

**Rules:**

Grievances shall be processed according to the following rules:

- If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended or decided by the Administration at the last step.
- All reference to number of days in this procedure shall be determined to mean working school days for Professional Employees. In the event grievances are not filed or processed by the grievant in the manner and within the times set forth above, they shall be forever barred.
- Grievances shall be processed as rapidly as possible. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process in a shorter period of time. The parties may mutually agree in writing to extend any of such time periods.
- The grievant may withdraw the grievance at any level.

- The grievant shall have the right to counsel or an Association representative present with him at each phase in the formal grievance procedure.
- All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel files of Professional Employees.
- It is agreed that nothing in the above procedures shall be interpreted in such a way as to modify or reduce the rights guaranteed under the constitution and the laws of the United States and the State of Kansas.

#### **ARTICLE 8: REDUCTION IN FORCE AND RECALL**

##### **Selection. WILL BE CLEANED UP BY RIF GROUP**

If the Board determines that there is to be a reduction in force, which will result in termination or non-renewal of any probationary, full-time Professional Employee(s), the following procedure shall be followed:

1. The division and/or teaching area as determined by the Administration, where such reduction is to take place, shall be designated by the Administration. Consideration shall be given to any Professional Employee who desires early retirement.
2. Temporary or part-time employees shall be released before regular, full-time Professional Employees, provided the latter are qualified to carry out the assignments of such employees.
3. The Professional Employee(s) in the division and/or teaching area designated by the Administration who has the least seniority (i.e., continuous service as a regular, full-time Professional Employee since his last date of hire at the College) shall be selected for termination or non-renewal. If two or more Professional Employees have the same seniority, the one with the highest number of graduate credit hours in the teaching area in question will be released last.
4. If the Professional Employee to be released as a result of a reduction in force as specified in this article, has more seniority than a Professional Employee (in another teaching area or division) named by the Professional Employee to be released, he may take the full workload of classes or courses assigned to such other Professional Employee, provided he makes such selection immediately and he is qualified to teach all of the classes or courses which such junior Professional Employee is scheduled to teach at the time the termination or non-renewal is scheduled to take place, providing however, that the more senior Professional Employee has at least an equal evaluation compared to the junior Professional Employee as determined by the most recent evaluation.

##### **Service and Benefits:**

Professional Employees shall retain credit for their length of service up to the time of termination or non-renewal under Section A of this article, but shall not be entitled to earn additional credit for service or receive benefits thereafter.

##### **Reemployment:**

Professional Employees who are terminated or their contracts are not renewed under this article shall retain the right to reemployment until twelve (12) months after the day the



Professional Employee's last regular contract was scheduled to terminate, and if the Board decides additional Professional Employees are needed during this time, those shall be eligible for reinstatement, using the same criteria as was used above to determine retention, including the qualification to teach the full normal workload of classes or courses as assigned by the Administration. Any Professional Employees who are not reemployed during this period shall be considered finally terminated at that time without liability to either party.

#### **ARTICLE 9: PERSONNEL FILES**

##### **Examination of Files:**

Each Professional Employee shall have the right to examine the contents of such Professional Employee's personnel file upon request to the Vice President for Academic Affairs, or designee. This personnel file shall contain information that has a direct bearing upon the Professional Employee's professional status at the College. A representative of the Association, at the Professional Employee's request, may accompany the Professional Employee for the examination.

##### **Review Derogatory Material:**

No material derogatory to the Professional Employee's conduct, service, character, or personality shall be placed in the Professional Employee's personnel file unless the Professional Employee is given an opportunity to review the material. The Professional Employee shall have the right to answer any such material without regard to when it was placed in the personnel file and the Professional Employee's answer shall be affixed to the material and placed with it in the Professional Employee's personnel file.

##### **Employee Additions:**

Each Professional Employee shall have the right to place additional materials related to his/her professional employment at Allen County Community College in the Professional Employee's personnel file.

#### **ARTICLE 10: SICK LEAVE AND PERSONAL LEAVE BENEFITS:**

Professional Employees shall receive ten (10) days sick leave and 2 (two) days personal leave per year at the beginning of their contracted year. Unused sick leave may accumulate to a total of ninety (90) days. Personal leave cannot be accumulated. Personal leave may be taken at any time during the academic year except it may not be scheduled before or after a vacation period or within one (1) week of the end of the semester except in the case of an emergency. Sick leave shall be used:

- For illness or injury of the Professional Employee, or for qualifying family and medical reasons as defined by the Family Medical Leave Act (FMLA).
- No Professional Employee may be assessed more 7 hours of sick leave in any calendar day. Days used as sick leave shall be contract days.
- If the employee has exhausted all of their sick leave they will be charged 1/173rd of their contracted salary.

Only upon retirement or elimination of a position when the employee is in good standing, the Professional Employee will receive \$10.00 per day for his accumulated unused sick leave, up to

a maximum total of ninety (90) days.

Any absence not qualifying as sick leave will be assigned as personal leave. Personal leave may be used for any purpose determined by the employee. Professional Employees are encouraged to take personal leave at a time less disruptive to their classes, when possible.

### **Sick Leave Pool:**

The Sick Leave Pool is available to be used by participating full-time faculty if they have exhausted their own sick leave and personal days due to a catastrophic illness or injury to themselves. A faculty member may request special consideration for absences due to injury or illness of an immediate family member (spouse, child, parent, grandparent, grandchild, brother, sister, or other person who is wholly dependent upon the employee).

- Catastrophic illness or injury is defined as a severe health condition (illness, injury, impairment, or physical or mental condition) that involves in-patient care in a hospital, hospice, residential medical care facility, or continuing health treatment by a health care provider so severe in nature as to have caused the employee to exhaust his/her sick and professional leave.
- The Sick Leave Pool is managed/administered by a committee made up of the bargaining unit. The Sick Leave Pool Committee will meet to make decisions and administer sick leave when applications are submitted.
- Employees wishing to become eligible for participation must contribute to the pool by September 30 of each academic year. The minimum number of contributed days by each faculty member is two days, and the maximum number of days that may be contributed in a contract year is four.
- The Sick Leave Pool has a maximum level of 250 contributed sick days. If the sick leave pool falls below ten days, open enrollment can be determined by a unanimous vote of the Sick Leave Pool Committee. Open enrollment is a condition where any faculty member may contribute a maximum of two additional days in order to increase the number of available days in the Sick Leave Pool.
- In order to utilize the Sick Leave Pool, the faculty member must have contributed a minimum of two days. The Sick Leave Pool Committee will not entertain requests from faculty members who have not contributed unless unanimously determined as an exception. Example of an exception: New employees unable to contribute because the Sick Leave Pool has reached its maximum number of days.
- At least ten working days absence are required before an employee may apply for days from the bank. If approved, these ten days may be covered by the Sick Leave Pool. All applications for Sick Leave Pool days must be accompanied by a physician's statement which states the beginning date of the condition, a description of the illness or injury, and the anticipated date the employee will be able to return to work.
- Days contributed by Pool members become a permanent part of the Sick Leave Pool and can never be directly refunded to the participant. Participating members may qualify for the use of the Sick Leave Pool days if they exhaust all of their accumulated sick leave and personal days.
- Employees who use sick leave days from the Pool are not required to pay them back.

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

#### **ARTICLE 11: OTHER LEAVE**

The Administration may initiate and grant additional leave for purposes it believes will enhance the College program which shall not be charged to an individual's professional or personal leave time under provisions of this Agreement.

#### **ARTICLE 12: PROFESSIONAL LEAVE**

The Board encourages Professional Employees to belong to local, state, and national professional education associations and to attend and participate in their meetings and activities. Professional Employees shall be entitled to receive professional leave of up to five (5) days per year, without loss of pay, to be used for attending or participating in conferences, meetings, or other activities not related to labor relations which contribute to the professional enrichment of the Professional Employee and which will ultimately benefit the College, other Professional Employees, and students.

A maximum of two (2) of these days may be used for educational purposes toward classes of Master's level or above. However, these days may not be combined with any other leave which would result in the professional employee being absent for more than two (2) consecutive days.

Professional Employees who are invited to make presentations of an educational advancement at professional meetings shall receive payment for actual expenses incurred for attending such meetings if those expenses are not paid by the organization sponsoring the meeting. All such expenses shall be recommended for payment by the Board only after they have been approved in advance by the Vice President for Academic Affairs and the President, subject to availability of funds.

#### **ARTICLE 13: BEREAVEMENT LEAVE**

Bereavement leave is a benefit granted by the college and is not a benefit considered to be earned. Bereavement leave is granted on a discretionary basis. Bereavement leave will be charged against the employee's accumulated sick leave.

Bereavement leave with pay may be granted for the following reasons:

- Death in the immediate family, including spouse or spouses' family (parents, grandparents, brothers, sisters, children, grandchildren, or any person who is wholly dependent upon the employee).
- Death of other of close relationship or connection - (individual upon whom the employee was dependent) - with the permission of the president.

A maximum of two (2) days per year may be taken for the death of other individuals, close to the employee, who are not included in the immediate family list.

Abuse of this benefit may be grounds for disciplinary action or termination.

When it is necessary for an employee to utilize bereavement leave, the employee's immediate supervisor must be notified at the earliest opportunity.

The individual is responsible for notification of the absence to the H.R. Director.

#### **ARTICLE 14: MILITARY LEAVE**

See Appendix A.

#### **ARTICLE 15: MEDICAL LEAVE**

The Family and Medical Leave Act of 1993 (FMLA) provides the Professional Employee job-protected leave for qualifying family and medical reasons and requires continuation of group health benefits under the same conditions as if they had not taken leave. FMLA leave may be unpaid or used at the same time as employer-provided paid leave. Employees must be restored to the same or virtually identical position when they return to work after FMLA leave.

Professional Employees must follow the regulations and guidelines of FMLA when submitting for family or medical leave.

#### **ARTICLE 16: APPLICATION FOR LEAVES OF ABSENCE**

Leaves of absence without pay may be taken for appropriate reasons upon mutual agreement of the Professional Employee and the President. Professional Employees who desire to take advantage of leaves of absence shall request such leaves in writing on forms provided by the President and shall give reasonable advance notice of such absence.

#### **ARTICLE 17: FACULTY EVALUATION PROCEDURE AND INSTRUMENTS**

See Appendix B.

#### **ARTICLE 18: EXTRA-CURRICULAR INVOLVEMENT AND COMMITTEE ASSIGNMENTS**

##### **General:**

Professional Employees shall assist with enrollment for the fall, spring, and summer sessions, student registration, student advising, and sponsoring club activities. All Professional Employees shall be on campus and be available to assist during fall and spring final enrollment.

##### **Committees and Extra-Curricular Student-Related Activities:**

Assignment to College committees is considered a regular part of a Professional Employee's duties, but no Professional Employee shall be responsible for serving on more than two standing institutional committees by administrative appointment. Professional Employees are expected to participate in a reasonable amount of extra-curricular student-related College activities and ad hoc committee or task force assignments that take place during the contract day.

**Sponsors:**

Duties and compensation for activities mutually agreed upon between the Professional Employee involved and the Board of Trustees shall be set forth in a supplemental contract as allowed by law.

Professional Employees who are assigned and perform extra-curricular duties of ticket seller, ticket taker, scorekeeper, or clock operator or other duties agreed upon at College activities will be compensated at the rate of no less than \$20.00 for each assignment. These assignments will be made on a voluntary basis and the College Administration may make these assignments to individuals other than Professional Employees.

**ARTICLE 19: OUTSIDE EMPLOYMENT**

The primary obligation of Professional Employees is owed to the Allen County Community College. Professional Employees will not engage in outside employment on campus or use, without prior approval of the Board or their designee, College facilities. Outside employment in any case shall not affect adversely their professional status.

**ARTICLE 20: MEAL TICKETS**

Each full-time Professional Employee in the academic year will receive 125 meal tickets. Each full-time Professional Employee who desires to receive the meal tickets will sign for them and receive them in bulk through the appropriate administrative office on or before September 1 of the contract year. Full-time Professional Employees who desire additional meal tickets may purchase additional tickets in packets of 10 at the rate charged to the College by the contracted Food Service. Meal tickets may be used on "Special Nights" only with additional payment determined by the Food Service Director.

**ARTICLE 21: SALARY**

**Salary Commitment:**

Salary commitments are subject to availability by budgetary resources as determined by the Board.

**Salary Schedule:**

The modified salary schedule below will be in effect for the 2023-2024 academic year. Each full-time faculty member's salary will be based on their 2022-2023 base salary. Each current full-time faculty member will receive an increase of 7 percent on their salary for the 2023-2024, 5 percent to the base salary for 2024-2025, and 5 percent to their base salary for the 2025-2026 academic year.

\$1,000 in additional salary will be added to the above for each of the educational advances toward higher degrees outlined below, in accordance with the Agreement and Board policy, and which occur during the contract period.

BS	MS	MS+7	MS+15	MS+22	MS+30	MS+37	MS+45/SPEC	EdD/PhD	EdD/PhD+7	EdD/PhD+15
41,370	44,437	44,821	45,203	45,590	45,972	46,353	47,505	48,271	48,685	49,107
55,197	62,039	64,401	66,702	69,003	71,305	72,839	75,137	78,205	78,851	80,811

**Longevity:**

Upon completion of their fifth, tenth, fifteenth, and twentieth years at the College, professional employees who are in good standing, as determined by their satisfactory fulfillment of contractual and professional responsibilities and satisfactory evaluations, shall be awarded on their next academic year contract raises as follows:

5 years	10 years	15 years	20 years
\$1,000	\$1,000	\$1,000	\$1,000

**Education Allocation for Hiring Purposes and Hiring Schedule:**

Full-time college teaching experience shall be considered at a year for year credit.

Any college teaching in the new employee's teaching field(s) whether done as an adjunct instructor or as a graduate student, will be counted toward experience with 30 credit hours = one year experience. For the college teaching hours to count, the instructor must have had sole instructional responsibility for the classroom and responsibility for assigning grades.

College teaching in areas other than the new employee's teaching field(s) shall be counted at the rate of 1 year= .5 years credit experience.

Job-related experience shall be considered at the rate of 1 year= .5 years credit experience, not to exceed 3 years total credit. Job-related experience shall be defined as experience directly related to instruction or to the subject matter being taught.

High school teaching experience shall be considered at the rate of 1 year= .5 years credited experience, not to exceed 5 years total credit.

No experience below the high school level will be considered in hiring.

Experience shall be allocated at \$600-800 per year of experience added to the base amount in each category.

A new faculty member shall not be hired at a salary that exceeds the maximum amount for his/her educational category, regardless of prior teaching or job-related experience. A new instructor will not be hired at a higher salary than a person in the same department with like teaching experience and educational achievements.

**ARTICLE 22: OVERLOAD, EXTRA, AND SUMMER PAY**

A Professional Employee, who teaches in excess of the normal professional workload set forth in Article 4: Professional Workload, shall be compensated at the rate of \$600 per credit hour for all modes of delivery.

All "by arrangement" classes taught by Professional Employees will be paid at one half the

overload rate, but compensation cannot exceed the amount of tuition received. Under special circumstances, and approved by the Vice President for Academic Affairs, a course by arrangement may be taught and paid at the regular by arrangement rate for students in their last term, if that course is required for graduation in their degree or certificate program.

Normal course shell design is paid at 3/4 of the overload rate (\$450 per credit hour). Course shell design using an outside host will be paid at 1/3 of the normal course shell design rate (\$150 per credit hour).

Beginning in 2018-2019, there will be no additional compensation for Professional Employees who teach an Interactive Television, Video Conferencing, Online Course, or other alternative mode of delivery as a part of their regular load.

#### **ARTICLE 23: SUPPLEMENTAL CONTRACTS**

The Board retains the right to establish supplemental contracts covering assignments and pay which are agreeable to the Board and the Professional Employee to whom the supplemental contract is issued. Such Supplemental Contract shall be voluntary and neither the Board nor any Professional Employee shall be required to enter into any such contract.

#### **ARTICLE 24: GROUP INSURANCE**

The Board's contribution will pay up to \$650 per month toward single premiums for medical insurance and \$750 per month for all other medical insurance plans sponsored by the College for all full-time Professional Employees who elect to participate in such an insurance program. In addition, the Board will contribute up to \$25 per month as a match to a qualified Health Savings Account (H.S.A.), or the difference between the employee monthly benefit and the cost of the corresponding monthly plan for medical and dental insurance combined, whichever is greater, for any employee who has a High Deductible Health Plan. The medical insurance provided by the College for participants will be that currently provided by the College or a substantially equivalent plan.

Should the Board (or its designated representative) determine that change(s) in the medical insurance plan sponsored by the College is necessary, the Board, or its designee, will notify the Association as to the proposed change(s). A Standing Institutional Benefits Committee appointed by the President and composed of 15 full-time employees, at least 5 of which are Professional Employees, will meet to evaluate insurance programs and make recommendations for change. Recommendations receiving at least 2/3 (10) of the votes of the committee will be forwarded to the President's Council. The President's Council will present the recommendation to the Board of Trustees at its next regularly scheduled meeting.

**The ACC NEA and Board Negotiating Teams will meet in the 2024-2025 academic year to discuss Group Health Insurance only if tier 2 of the single payer is not fully covered. Any changes negotiated would take effect in the 2025-2026 academic year.**

#### **ARTICLE 25: IRC SECTION 125 CAFETERIA SALARY REDUCTION PLAN**

A Section 125 Cafeteria Salary Reduction Plan, provided through a company or companies

approved by the Board and the Association will be available to Professional Employees. This will enable the Professional Employees to purchase selected non-taxable fringe benefits subject to compliance with the Internal Revenue Service Code. Benefits available through this plan will include insurance products, dependent care reimbursement plan, and a medical expense reimbursement plan.

Professional Employees will be timely in filing any forms required to participate in the Section 125 Plan.

Enrollment in the benefit plans provided under the Section 125 Plan, selection of coverage, and any changes in selected coverage by a Professional Employee shall be subject to the terms and conditions of the plan documents, benefit agreements, and the rules and regulations governing such plans as promulgated by the Internal Revenue Service.

An IRC Section 125 Cafeteria Salary Reduction Plan committee composed of one Professional Employee appointed by the Association, one support staff personnel appointed by the Vice President for Finance and Operations, and one administrator appointed by the President, will meet as requested by the Board or Professional Employees to evaluate the plan and/or the Internal Revenue Service Codes. The committee will make any recommendations to the Board, Administration, Professional Employees, and other employees of the College as to any proposed changes.

All full-time employees are eligible for a monthly match of \$25 to their 403(b) retirement plans.

#### **ARTICLE 26: TUITION AND BOOK RENTAL FOR SPOUSES AND CHILDREN OF EMPLOYEES**

The board shall pay for tuition and book rental fees for spouses and dependent children, as defined by the IRS, of professional employees. All other fees will be paid by the student. A minimum cumulative GPA of 2.0 is required to receive and retain this grant.

#### **ARTICLE 27: EARLY RETIREMENT - PROFESSIONAL EMPLOYEES**

Professional Employees who find it necessary or desirable may elect to take early retirement under the terms and conditions set forth in this policy. Early retirement shall be by mutual consent of both the board and the employee:

Eligibility - A professional employee is eligible for early retirement if such employee:

- Is currently a full-time professional employee of the college.
- Has twenty (20) years or more full-time professional employment service with the college.

Application - A professional employee may apply for early retirement by giving written notice to the college president. Such written notice shall be submitted on or before the 15th day of April preceding the anticipated retirement date. Any deviation from the deadline must be approved by the Board.



The written notice shall include:

- A statement of the applicant's desire to take early retirement.
- The anticipated date of KPERS retirement.
- The applicant's birth date and age on the date of retirement.
- The current mailing address and telephone number of the applicant.
- The number of years the applicant has been employed by the college.
- The applicant's current annual base salary.
- Whether the applicant desires health insurance coverage through the college's health insurance program by deduction of premiums from the early retirement if such a program exists.

Following final action by the Board of Trustees on any application for early retirement, the president shall notify the applicant, in writing, of final disposition and date and amount of annual early retirement benefits to be paid.

Benefits - An eligible professional employee who elects to take early retirement is entitled to receive monthly from the College a sum of money equal to the current amount of a single membership in the health insurance plan provided by the College, up to the maximum amount designated in the current negotiated agreement, Article 24: Group Insurance. This benefit may be used for up to five (5) years or until age 65, whichever is sooner.

Terms and Conditions - The following terms and conditions shall apply to the early retirement plan:

- The Board of Trustees retains the right to adopt the early retirement incentive program on a year to year basis;
- Any application for early retirement benefit shall be granted by the Board of Trustees subject to the terms of this provision if the program is adopted for the following year;
- The annual early retirement benefit shall be payable by the College in monthly payments starting following the KPERS retirement date;
- A professional employee taking early retirement shall have the option to maintain health insurance coverage through the College's health insurance program by agreeing to a deduction of health insurance premiums from the early retirement benefits;
- All early retirement benefits, including the option to maintain health insurance, shall automatically terminate at the time a professional employee reaches age 65;
- A professional employee who takes early retirement shall have the responsibility to keep the College informed of such professional employee's current mailing address and telephone number;
- Should a professional employee return to full-time employment with the college this shall constitute a cancellation of the early retirement agreement with the Board of Trustees and shall relieve the Board of Trustees of any further early retirement obligations to the professional employee;
- Should the Board of Trustees decide not to adopt the early retirement incentive program in any given year, all professional employees who were on the program prior to the

non-adoption will continue on the program until the completion of their 64th year of age or Step 5 of paid benefits. If a higher maximum amount is negotiated in the Master Agreement for a single membership in the health insurance plan provided by the college, the early retirement benefit will change to keep pace with what is provided to the professional employees and be effective at the same time.

- If any provision of this early retirement plan is determined to be in violation of federal or state laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board of Trustees.

**ARTICLE 28: SAVINGS CLAUSE**

In the event that any provision of this Agreement is found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail and, if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provisions shall be considered void, but all other valid provisions hereof shall remain in force and effect.

**ARTICLE 29: GENDER**

Wherever appropriate in this Agreement, words used in the singular may be read in the plural, words used in the plural may be read in the singular, and the masculine gender shall be deemed equally to refer to the female gender.

**ARTICLE 30: PROFESSIONAL EMPLOYEE DRESS**

Professional Employees are expected to dress in such a way as to merit the respect due a professional person who works with students, parents, associates, community leaders, and the general public.

\_\_\_\_\_  
Allen Community College Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
K-NEA President

\_\_\_\_\_  
Date

## **APPENDIX A: EMERGENCY/MILITARY LEAVE**

### **POLICY**

#### **GENERAL STATEMENT**

All members of the full-time staff are included in the Emergency/Military Leave Policy.

#### **SPECIFIC STATEMENTS**

The administration is authorized to excuse an employee from duties without pay for emergencies of short duration.

Employees required to fulfill military service obligations shall be granted a military leave of absence without pay and shall be entitled to the benefits provided under the Uniformed Services Employment and Reemployment Act of 1994.

An employee shall be granted a maximum of 12 working days per fiscal year for active duty training or for an emergency declared by the President of the United States or the Governor of Kansas that activates the employee. Active duty for training or emergencies in excess of 12 working days in a fiscal year shall be charged to military leave without pay, or at the employee's request, to accrued vacation leave. The above military leave for training or emergencies during the 12 working days will be with full regular pay less the amount the employee is compensated by the military.

## **APPENDIX B: EVALUATION PROCEDURE**

### **I. POLICY**

#### **1.00 GENERAL STATEMENT**

1. The evaluation procedure and instruments are subject to negotiation with the faculty association and the Board of Trustees. The evaluation instruments are attached to the Master Agreement.
2. The evaluation procedure shall be as follows in this policy.
3. All full-time faculty shall be evaluated by students and administrators and shall have the right of self-evaluation.

### **II. PROCEDURE**

#### **2.00 SPECIFIC STATEMENTS**

1. The evaluation procedure shall be conducted for the purpose of improving instruction and the teaching/learning process. An effective continuous professional evaluation is essential for the college to attain its objectives. Thus, the evaluation shall provide a basis for (1) professional self-improvement, (2) recognition of excellence in teaching, and (3) assistance in decisions of retention or dismissal of instructional staff.
2. The following instruments shall be used in faculty evaluations: (1) student evaluation of instructors, (2) administrative evaluation of instructors, and (3) the instructor's self-evaluation. Some evaluation materials may not be observable during the course evaluation; documentation should be provided by the instructor and considered for evidence. The Vice President for Academic Affairs and/or Dean may also ask for other supporting materials; i.e., grade books, plans, syllabi, etc.
3. The Vice President for Academic Affairs shall be responsible for all full-time faculty evaluations. The Dean(s) working with the instructor will conduct the administrative evaluation of instruction.
4. As provided by statute, all instructors in the first two consecutive years of employment shall be administratively evaluated at least once in the spring and fall semesters. In the third and fourth year of employment, all instructors shall be administratively evaluated at least one time a year. After the fourth year of employment, all full-time instructors shall be administratively evaluated by the Dean(s) working with the instructor at least once every three years, not to exceed one regularly scheduled evaluation per Dean with a maximum of two separate evaluations per each three-year cycle.

If both the Dean and instructor agree, an additional evaluation may be given the following semester to address and resolve any issues. This new evaluation will override the existing evaluation. Only the new evaluation will be kept in the instructor's personnel file along with a note documenting the reason(s) for the additional evaluation.

The Dean may develop, with input from the instructor, a professional development improvement plan within twenty (20) working days of the initial evaluation. Such plan shall be on file with the Vice President for Academic Affairs and shall be monitored.

The Board of Trustees reserves the right to permit administrative evaluations more frequently than the minimum provided in statute when a specific and documented pattern of events indicates a need for evaluation outside of the regular evaluation cycle.

1. The appropriate Dean(s) will whenever possible, observe the instructor's class of choice. Class selections for observation would be rotated between online and onsite and with an even distribution among classes taught. Instructors shall be notified at least seven (7) working days prior to their required scheduled evaluation. For online observations, the Dean will be enrolled in the course as a student and shall have access for 48 hours in the predetermined week. For evaluations outside of the regular evaluation cycle, instructors shall be notified at least ten (10) working days prior to the added evaluation. Written notification shall document the specific basis for the added evaluation. No administrative evaluation shall be conducted during the first two weeks or last two weeks of a semester.
2. Students will have the opportunity to evaluate all courses. Every semester the instructor will identify a section in up to two modalities taught for the Dean review.
3. The Dean may adjust the scheduled visit at the request of the instructor or as needed allowing for conflicting schedules or online technology issues, but reserves the right to visit the class originally scheduled if desired.
4. Following the scheduled evaluation visit, the Dean shall schedule a conference with the instructor. The Dean shall review the results of the evaluation with the instructor as related to the position function and items addressed on the evaluation instrument. The Dean shall attempt to hold a conference with the instructor ten (10) working days or less after the evaluation. In no instance shall the conference take place more than twenty (20) working days after the evaluation, without both parties agreeing to the change.
5. The Dean and the evaluated instructor must sign the administrative and self-evaluation. Both shall be kept on file for at least a three-year period. Signing does not imply agreement, only that both parties have reviewed the evaluations.
6. The instructor may request, in writing to the Vice President for Academic Affairs and the appropriate Dean within ten (10) working days, a conference with the Vice President for Academic Affairs and the Dean to discuss points of disagreement concerning the evaluation. The instructor shall submit a written statement at the time of this conference. The Dean may also prepare a written response to the evaluation or may choose not to. The instructor's response and Dean's response shall become part of the record. The following forms are attached to this policy: IV-B-1.6, IV-B-1.7, IV-B-1.8.

Revised: 1997  
Revised: 7/2003  
Revised: 3/2011  
Revised: 3/2023

IV-B-1.5

ALLEN COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
POLICY AND PROCEDURES

SELF EVALUATION EVALUATION OF INSTRUCTION

Instructor Name:

Observed by:

Date:

Course Name and ID:

**1. Instructional Techniques**

*How effective are the techniques and strategies used by the instructor?*

		Comments/Attachments
A. Demonstrate appropriate use of Learning Management System, technology, and/or other learning tools.	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
B. Learning activities were clear, organized, rigorous, and appropriate for the time frame.	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
C. Provides appropriate instructional materials, resources, and assessments for the course.	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
General Comments:		

**2. Content and Organization**

*Class is organized and prepared in a way that is conducive to learning.*

		Comments/Attachments
A. Instructor provides grading criteria for the course and specific learning activities.	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	<ul style="list-style-type: none"> <li>a. Include any rubrics for journals, discussion boards, projects, etc.</li> <li>b. Breakdown of total points in course, points for individual assignments, and determination of final grade.</li> <li>c. Expectation and examples of when submitted assignments are graded, including comments made to students.</li> </ul>
B. Learning activities are on target, topical, meaningful, and understandable to enhance student learning	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
C. Instructor provides learning activities that promote critical thinking and problem solving	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
D. Course objectives and outcomes are identified and linked to learning activities.	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
E. Instructor provides introductory instructions, expectations, and requirements for the course and each unit/module.	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
General Comments:		



**3. Instructor Presence**

*Instructor presence is evident through frequent, quality, and timely communication and participation.*

		Comments/Attachments
A. Instructor provides timely, clear, and useful feedback on learning activities.	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
B. Instructor provides the opportunity for student interaction and responds in a timely and professional manner.	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
C. Instructor provides relevant announcements to keep students informed.	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
General Comments:		

Approvals: spring 2010

Implementation: fall 2010

Revised: April 2023

ALLEN COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
POLICY AND PROCEDURES

STUDENT EVALUATION OF INSTRUCTION

Part I: Course Content Evaluation

1. Learning objectives for each unit/module of the course were clear.

Strongly Agree     Agree     Uncertain     Disagree     Strongly Disagree

2. Learning activities were sufficiently challenging.

Strongly Agree     Agree     Uncertain     Disagree     Strongly Disagree

3. The course used a variety of teaching techniques.

Strongly Agree     Agree     Uncertain     Disagree     Strongly Disagree

4. Learning activity instructions and due dates were clearly presented.

Strongly Agree     Agree     Uncertain     Disagree     Strongly Disagree

5. The course met my expectations.

Strongly Agree     Agree     Uncertain     Disagree     Strongly Disagree

Part 2: Instructor Evaluation

1. Instructor provided introductory instructions, expectations, and requirements for the course.

Strongly Agree     Agree     Uncertain     Disagree     Strongly Disagree

2. Instructor provided specific grading criteria for the learning activities.

Strongly Agree    Agree    Uncertain    Disagree    Strongly Disagree

3. Instructor provided feedback in a timely manner.

Strongly Agree    Agree    Uncertain    Disagree    Strongly Disagree

4. Instructor responded to questions in a timely manner.

Strongly Agree    Agree    Uncertain    Disagree    Strongly Disagree

5. Would you recommend this instructor to another student.

Strongly Agree    Agree    Uncertain    Disagree    Strongly Disagree

6. Please describe the learning activities which most enhanced your learning in this course.

7. Please describe the learning activities which least enhanced your learning in this course.

8. Additional comments:

Approvals: spring 2010

Implementation: fall 2010

Revised: April 2023

ALLEN COUNTY COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
POLICY AND PROCEDURES

ADMINISTRATIVE EVALUATION OF INSTRUCTION

Instructor Name:

Observed by:

Date:

Course Name and ID:

**1. Instructional Techniques**

*How effective are the techniques and strategies used by the instructor?*

		Comments/Attachments
A. Demonstrate appropriate use of Learning Management System, technology, and/or other learning tools.	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
B. Learning activities were clear, organized, rigorous, and appropriate for the time frame.	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
C. Provides appropriate instructional materials, resources, and assessments for the course.	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
General Comments:		

**2. Content and Organization**

*Class is organized and prepared in a way that is conducive to learning.*

		Comments/Attachments
<p>A. Instructor provides grading criteria for the course and specific learning activities.</p>	<p>Evident <input type="checkbox"/> Not Evident <input type="checkbox"/></p>	<p>a. Include any rubrics for journals, discussion boards, projects, etc.            b. Breakdown of total points in course, points for individual assignments, and determination of final grade.            c. Expectation and examples of when submitted assignments are graded, including comments made to students.</p>
<p>B. Learning activities are on target, topical, meaningful, and understandable to enhance student learning</p>	<p>Evident <input type="checkbox"/> Not Evident <input type="checkbox"/></p>	
<p>C. Instructor provides learning activities that promote critical thinking and problem solving</p>	<p>Evident <input type="checkbox"/> Not Evident <input type="checkbox"/></p>	
<p>D. Course objectives and outcomes are identified and linked to learning activities.</p>	<p>Evident <input type="checkbox"/> Not Evident <input type="checkbox"/></p>	
<p>E. Instructor provides introductory instructions, expectations, and requirements for the course and each unit/module.</p>	<p>Evident <input type="checkbox"/> Not Evident <input type="checkbox"/></p>	
<p>General Comments:</p>		

**3. Instructor Presence**

*Instructor presence is evident through frequent, quality, and timely communication and participation.*

		Comments/Attachments
A. Instructor provides timely, clear, and useful feedback on learning activities.	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
B. Instructor provides the opportunity for student interaction and responds in a timely and professional manner.	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
C. Instructor provides relevant announcements to keep students informed.	Evident <input type="checkbox"/> Not Evident <input type="checkbox"/>	
General Comments:		

Approvals: spring 2010

Implementation: fall 2010

Revised: April 2023