

AGREEMENT

BETWEEN

PRATT COMMUNITY COLLEGE

AND

**PRATT HIGHER EDUCATION
ASSOCIATION**

Effective July 1, 2019

Through June 30, 2022

Updated 04/29/2020

Updated 11/24/2020

Updated 04/09/2021

Updated 10/25/2021

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INTRODUCTION

The Board of Trustees of the Pratt Community College (hereinafter referred to as the "Board") and the Pratt Higher Education Association (hereinafter referred to as the "Association") as representatives of the professional employees (as defined in K.S.A. 72-2218, and hereinafter referred to as "Professional Employees") of the Pratt Community College (hereinafter referred to as the "College"), enter into this Agreement covering the following terms and conditions of professional service for the academic years 2019-2020, 2020-2021, 2021-2022. The PHEA collective bargaining Agreement will remain in force if PCC merges with another institution and PHEA shall continue as the legal bargaining agent for Professional Employees employed at the Pratt Campus.

ARTICLE I

ACADEMIC YEAR CONTRACT

The normal academic year contracts will consist of a maximum of 175 days. Nursing contracts may have a flexible start date by mutual agreement. The Board and any Professional Employee may mutually agree to additional working days, to include a 200 day contract based on a minimum of a 36 credit hour load (an additional \$4,500 above 175 day base salary), or a 225 day contract based on a minimum of a 40 credit hour load (an additional \$9,000 above 175 day base salary), including the nature of the services to be performed and the terms of the remuneration. Professional Employees may be released from 200 day and 225 day contracts at the discretion of the Board; however, for extended contracts in effect prior to the 2019-2020 school year, changes require mutual agreement. Extended day contracts will be written on a separate document and issued when individual contracts are signed. Additional credit hours will be paid at the overload rate. In addition to mutually agreed upon additional working days through extended contracts and/or Article XXXI contracts, the Board may satisfy the College's needs for staffing faculty for summer sessions by the following options:

1. 175 work day flexible schedule contract mutually agreed to in writing with Professional Employees;
2. Redefine by mutual agreement in writing existing supplemental contracts of Professional Employees;
3. Employ adjunct instructors, as appropriate; and
4. By mutual agreement with Professional Employees, make assignments on a rotating basis.

The Board shall establish the working days, which will not include the following holidays:

Thanksgiving and the day after Thanksgiving
Christmas Eve Day and Christmas Day
New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day

and also will not include holiday leave between Christmas Day and New Year's Day. Academic Olympics Day will not be scheduled during a vacation or holiday leave period.

ARTICLE II

PROBATIONARY STATUS

- A. All individuals who have been actively employed as Professional Employees by the College before July 1, 1986, together with all individuals who have become actively employed as Professional Employees by the College after July 1, 1986, but who have completed the years of employment requirements in any school district, area vocational-technical school or community college in this State as provided by Sections 1, 2 or 3 of K.S.A. 72-2260(a) shall be deemed to be in a probationary status during their first two (2) consecutive years of full-time employment at the College.
- B. All individuals who have become actively employed as Professional Employees by the College after July 1, 1986, who have not completed the years of employment requirements in any school district, area vocational-technical school or community college in this State as provided by Sections 1, 2 or 3 of K.S.A. 72-2260(a) shall be deemed to be in a probationary status during their first three (3) consecutive years of full-time employment at the College.
- C. Any contract with any such employee may or may not be renewed as the Board shall determine without further liability to either party. The reasons for the non-renewal shall be left to the discretion of the Board and shall not be subject to challenge, except that its decision shall not be based on legally impermissible grounds. In the event of non-renewal, the Board, or its authorized representative, shall so notify the probationary employee in writing on or before the third Friday in May.
- D. A Professional Employee on probationary status shall have no seniority rights but shall be entitled during the employment to the same economic benefits that are provided for other Professional Employees, unless otherwise set forth.

ARTICLE III

SALARY

- A. The Board reserves the right to make final decisions in matters relating to salary and placement on the salary schedule (marked Exhibit A attached), including the right to pay any or all Professional Employees in excess of the schedule as part of initial placement and to deny or prorate increments based upon financial conditions as provided by statute. Subject to these provisions, the following procedure will be followed:
 - 1. Placement of New Professional Employees
New Professional Employees shall be evaluated by the Administration and placed in the position found appropriate by the administration on the salary schedule on the basis of training, experience and the market.
 - 2. Advancement by Academic Attainment
Professional Employees shall advance to their level of academic attainment as shown on the attached schedule approved by the Administration, provided they have stated their intention by June 1 to complete such additional graduate work and submit evidence of completion of such work to the President's office before September 10 of the year for which such pay is sought. To be counted for salary purposes, credit hours earned after the Masters Degree must be graduate credit hours and in the Professional Employee's academic field unless undergraduate credit hours or hours outside of the Professional Employee's academic field are recommended and approved by the Administration in writing prior to attending any such undergraduate course or courses outside the Professional Employee's academic field.

3. Advancement by Professional Development
Thirty (30) clock hours of professional development directly related to the Professional Employees job assignment will be equivalent to (1) credit hour for horizontal movement on the salary schedule. This will require prior approval by the administration.
4. Advancement by Length of Service
Professional Employees shall advance each year according to length of service with the College as shown on the attached salary schedule.
5. Additional Courses
 - a. Professional Employees shall have the first opportunity to teach the semester-length scheduled courses offered on campus up to the regular load of thirty (30) credit hours per year or equivalent. They will be notified of these offerings by publication of the schedule. Professional Employees desiring to teach these courses must respond to Administration within ten (10) days of publication of the schedule.
 - b. Professional Employees that travel to teach a course outside the county of the campus location at which the majority of their annual teaching load is assigned will be reimbursed at a rate of \$10.00 per credit hour in excess of the normal compensation for such classes.
6. Compensation for Instructor-Recorded Video Courses
A Professional Employee shall receive a one and one-half (1 ½) credit hour equivalency for each one (1) credit hour video-based course developed and produced, and one (1) credit hour equivalency each time the course is taught. Compensation for teaching the video course shall be in accordance with Article XXVI -- Professional Workload.
7. Compensation for Course Development (other than Video Course development)
The Board will pay Professional Employees \$600 per credit hour to develop courses. Course development must be mutually agreed upon by the Board and Professional Employee. The Professional Employee who develops a course will have the first right to teach the course.
8. Compensation for Team Teaching
Team teaching encompasses several different models including but not limited to cooperative teaching, co-teaching, teaching/observing, station teaching, parallel teaching, and alternative teaching. Team teaching requests must be approved by the Vice-President of Instruction and be in mutual agreement with cooperating instructors. Professional Employees who have entered into a team teaching agreement will receive one-half (or other agreed upon portion based on the division of responsibilities and classroom time) of one and one-half (1½) credit hour equivalency for each one (1) credit hour of agreed upon course.
9. Overload Compensation
A Professional Employee who teaches in excess of the normal professional load or who is reassigned according to Section C of Article XXVI shall be compensated as follows:

2019-2020 Semesters of Service

1 - 8	\$405.00/cr. hr
9 - 15	\$420.00/cr. hr
16 - over	\$430.00/cr. hr

2020-2021 Semesters of Service

1 - 8	\$409.00/cr. hr
9 - 15	\$424.00/cr. hr
16 - over	\$434.00/cr. hr

2021-2022 Semesters of Service

1 - 8	\$413.00/cr. hr
9 - 15	\$428.00/cr. hr
16 - over	\$438.00/cr. hr

Overload compensation for the fall semester will be paid by January 22 provided it shall be repaid (or deducted from such employee's salary) if for any reason total credit hours for the full year do not require overload pay. Overload for the spring semester will be determined after the finalization of enrollments during the spring semester. Payment will be in a lump sum or prorated over the remaining months of the spring semester at the Professional Employee's option.

10. Miscellaneous Compensation

Chaperoning of co-curricular events shall be on a volunteer basis. Professional Employees who serve as faculty advisors for active on-campus student organizations with five (5) or more members shall receive \$100.00 per semester for such sponsorship.

11. Independent Study

Independent study includes directed independent study, courses by arrangement, occupational work experience, occupational job training, practicum, and internships. Compensation shall be granted for teaching independent study classes as follows:

- a. Shall be taught under a separate contract when mutually agreeable between the Professional Employee and Administration;
- b. Professional Employees teaching independent study classes having eight (8) or more students enrolled shall be paid at a rate of \$318 per credit hour;
- c. Professional Employees teaching independent study classes with less than eight (8) students enrolled shall be paid on a pro rata basis. (For example: \$238.50 per credit hour for a class with six (6) students.)
- d. Additional payment for independent study will be made only if the Professional Employee is teaching a full load.

12. Incentive

See Exhibit A, Pratt Community College 2016-2019 Faculty Salary Schedule

- B. All contract information shall be maintained on a spreadsheet in the personnel office and made available to the President of the Association.

ARTICLE IV

AWARDS

Professional Employees shall be recognized with an **Educational Achievement** award. The purpose shall be to encourage educational achievement and recognize successful completion of educational programs such as graduate degrees or other significant academic honors such as Certified Public Accountant or certification by the American Sociological Association. The award shall be a tangible token such as a wrist watch, wall plaque or pen and pencil set. The amount spent on the award shall not be more than five hundred dollars (\$500.00).

Professional Employees shall be recognized with a **Years of Service** award. The purpose shall be to recognize Professional Employees for their years of service to the College. These awards shall be given in five year increments starting with the Professional Employee's tenth year of service. The Personnel Director shall provide the President's office with the names of Professional Employees eligible for

recognition each year. The award shall be a tangible token such as a wrist watch, wall plaque, or pen and pencil set. The amount spent on the award shall not be more than five hundred dollars (\$500.00).

ARTICLE V

MODES OF INSTRUCTION

A. Instructor-Recorded Video Instruction

1. Instructor-Recorded Video instruction shall remain the property of the College in accordance with Administrative Policy 200-30, Products of Research and Development. Recorded video instruction shall not be used for resale or for subsequent course enrollment without first entering into negotiations with the Association.
2. A Professional Employee shall receive a one and one-half (1 ½) credit hour equivalency for each one (1) credit hour instructor-recorded video course developed and produced, and one (1) credit hour equivalency each time the course is taught. Compensation for teaching the recorded video course shall be in accordance with Article XXVI -- Professional Workload.

B. Alternate Delivery Courses

1. This Agreement shall take precedence over any calendars, procedures, policies, textbook materials, or contracts used by other schools or organizations participating in an Alternate Delivery course.
2. Assignment to Alternate Delivery courses will be in accordance with the provisions of Article XXVI (Professional Workload) of this Agreement. Compensation for Alternate Delivery courses will be in accordance with Article III (Salary) of this Agreement. For an Alternate Delivery course being taught by a Professional Employee for the first time, that Professional Employee will receive an additional \$120.00 per credit hour plus clerical assistance for developing course materials. Each additional time a course is taught by Alternate Delivery, the Professional Employee shall receive an additional \$30.00 per credit hour.
3. The College, at its expense, shall provide appropriate and timely training of Professional Employees involved in Alternate Delivery activities. All costs associated with such training including but not limited to meals, travel, materials and boarding, shall be paid for by the College.
4. If the responsibilities, training or otherwise, of teaching by Alternate Delivery, cause the Professional Employee to work any portion more than the 175 days provided by Article I of this contract, then the Professional Employee shall be paid at the rate established in Article XXX - Supplemental Contracts of this Agreement for other duties as assigned when outside contract time.
5. Selection of materials and textbooks for Alternate Delivery courses shall be handled in the same manner as selection for other classes.
6. Courses taught via Alternate Delivery methods shall not be electronically monitored nor recorded without prior knowledge of the Professional Employee, who will verbally inform students of the time and date of the monitoring or recording. Professional Employees shall have the right to video classes at their discretion to be used for professional self-development.
7. Recorded Video instruction shall remain the property of the College in accordance with Administrative Policy 200-30, Products of Research and Development. The video instruction shall not be used for resale or for subsequent course enrollment without first entering into negotiations with the Association.

8. Evaluation of the instruction shall occur at the sending site and shall not be accomplished through electronic monitoring or recording unless both parties are aware of such methods prior to classroom evaluation.
9. Evaluation of instruction shall be done by the administration of the College and not by personnel from other schools or organizations.
10. Control capabilities for audio and video recording and delivery shall be accessible to the Professional Employee, consistent with the equipment and technology in use.

C. Online Instruction

This section pertains to Pratt Community College courses that are developed, taught and/or delivered online. Online instruction and development is a mutually agreed to assignment. This article does not pertain to online courses that are developed, taught and/or delivered by EduKan or other educational consortia acting as an independent agency.

1. The Board will pay Professional Employees \$600 per credit hour to develop or teach online courses. A Professional Employee who develops an online class will have the first right to teach the class.
2. If a Professional Employee does not achieve a full contract teaching load, a credit hour equivalency of one credit hour for each credit hour of online course developed and/or taught will first be applied. After a full contract load is achieved, any remaining credit hours due to the employee for development and/or teaching of an online class will be compensated as per paragraph two (2) above.
3. Online curriculum materials shall remain the property of the College in accordance with Administrative Policy 200-30, Products of Research and Development. The online instruction shall not be used for resale or for subsequent course enrollment without first entering into negotiations with the Association.
4. The Board agrees that the maximum class size for an online class is twenty (20) students. The Administration will at its discretion determine minimum class size.
5. The compensation rates as outlined in this article apply to Online classes that are developed, taught and/or delivered at any time during the calendar year regardless of semester.

ARTICLE VI

MONTHLY ALLOWANCE, 125 PLAN, 403b, INSURANCE

A. Monthly Allowance

The Board will pay each Professional Employee a monthly benefit allowance as follows:

- | | |
|-------------|----------|
| ○ 2019-2020 | \$551.50 |
| ○ 2020-2021 | \$581.50 |
| ○ 2021-2022 | \$611.50 |

Any incentive bonus dollars outlined in Exhibit A as well as any remaining base dollars will be applied to the monthly allowance for the three (3) year term of this contract.

B. IRC Section 125 Flexible Benefit Plan

1. The Board will maintain a Section 125 Flexible Benefit Plan which will include a health and dental insurance plan selected in consultation with PHEA, together with other options selected and approved by the Board.

2. Professional Employees will make timely filing of any forms required to participate in the Section 125 Flexible Benefit Plan.

C. 403(b) Plan

Professional Employees will have the option of participating in a 403(b) plan by using one of the vendors associated with the third party administrator, which is the third party administrator for the Pratt Community College 403(b) Plan. The Board shall match up to \$50.00 per month of contributions made by a Professional Employee.

D. Life Insurance

The Board will provide full payment of premiums for group term life insurance of \$15,000 coverage for full-time Professional Employees.

E. Health Insurance

A long-term, full-time Professional Employee employed at the College for ten [10] or more consecutive years may elect to remain enrolled in the College-sponsored health insurance program upon retirement from the College pursuant to the terms of the College-sponsored health insurance program and conditioned upon the Professional Employee being solely responsible for the payment of the monthly premiums for said insurance coverage. Upon payment of each monthly premium in advance and subject to the terms of the health insurance policy, the retired Professional Employee may remain enrolled in the College-sponsored health insurance program until said individual is eligible for any medical assistance care as provided by federal or state governments or until such time that said retired Professional Employee obtains employment with any other employer or obtains some other form of health insurance coverage.

F. Rebate

In the event of a rebate from a health insurance carrier, such rebate shall be paid proportionately to the individuals participating in such insurance program at the time of the rebate.

ARTICLE VII

PAYROLL

A. Deductions

Payroll deductions will be restricted to federal and state income tax, retirement, social security, and the items under the IRC Section 125 Cafeteria Plan as set forth in Article VI, except as set forth below. Within thirty (30) days, or where otherwise specified, after receipt of written authorization from the instructor, the Board shall deduct from the salary of the instructor and make appropriate remittance for:

1. Association Dues

a. The Association shall submit membership names on or before October 1 so that the Board may begin deducting Association dues from Professional Employees' regular October salary checks. Such authorizations shall continue in effect during the contract year unless revoked in writing to the President of the Association with a copy to the Clerk of the Board. Pursuant to such authorization, the Board shall deduct one-eleventh (1/11) of such dues from the regular salary check of the Professional Employee each month for eleven (11) months. Association dues for members permitted to join the Association after the October deadline shall also be deducted at the same rate provided the Professional Employee has paid the accrued balance to the Association. Any balance due upon the Professional Employee's termination of employment shall be deducted from such Professional Employee's final check.

b. Authorization forms must be approved by the President of Pratt Community College.

- c. The Association shall indemnify and hold harmless the Board of Trustees from any and all claims, demands, suits, or other forms of liability (including specifically costs and attorney fees) that may arise out of or by any reason of any action taken or not taken by the Board for the purposes of complying with the provision "a." above or the authorization form.

2. Other Voluntary Deductions

Employees must declare on the approved, authorized form set forth each year in the Faculty Handbook if they desire any of the following deductions:

- 125 Cafeteria Plan Deductions as stated in the Plan
- Pratt Community College Foundation
- Pratt Community College Athletic Booster Club
- Savings Account
- Annuity

B. Method of Payment for Regular Academic Year

Payment for payroll will be made on the 22nd day of each month or on the last working day prior to that date. Professional Employees, upon written notice on a standard form furnished by the Board and received by the Board on or before April 1, shall receive their June, July and August salary checks on the last payday of service of the regular academic year.

ARTICLE VIII

TUITION

- A. Professional Employees, retired professional employees, their spouses, and dependent children (as defined by IRS regulations) are eligible for tuition remission to include both tuition and general fees for PCC classes, including concurrent and Pratt Online. This benefit will continue if the Professional Employee becomes disabled or dies while employed at PCC. Courses (online or on-ground) that are offered in partnership with other institutions will not be eligible for waiver of tuition or fees.

ARTICLE IX

TRAVEL AND ATTENDANT EXPENSES

- A. All travel and attendant expenses of Professional Employees shall be subject to prior approval of the Administration. Professional Employees shall have the right to drive their own vehicles for off-campus night-time classes on a semester basis.
- B. Travel by private cars shall be used (except for student activities or when otherwise directed by the Administration) and reimbursed at the College fleet rate but not less than 34 cents per mile, subject to increase at Board's discretion should the cost of travel substantially increase.
- C. Food, lodging and attendant expenses incurred during such authorized travel will be reimbursed to the Professional Employee per Administrative Policy 500-12.

ARTICLE X

FACILITIES AND EQUIPMENT

- A. The Board shall determine and make arrangements through Professional Employees or others for the facilities and equipment necessary for Professional Employees to carry out their duties without charge to the Professional Employees, including such items as storage space, telephones, textbooks, supplies, work rooms, offices, and keys for areas Professional Employees are required to enter at times the same are not open for use.

ARTICLE XI

SICK LEAVE

- A. Professional Employees shall receive sick leave of ten (10) days per year for the first three (3) years of service, and fifteen (15) days per year thereafter, accumulative to ninety (90) days. Sick leave days will be awarded at the beginning of the contract year. Sick leave accumulated prior to this date shall be retained and count toward such ninety (90) days. Sick leave shall only be used:
 - 1. For illness or injury of the Professional Employee, including the time during which the Professional Employee is physically unable to perform normal work assignment because of childbearing; or
 - 2. For necessary absence of the Professional Employee due to the illness of a member of his immediate family (spouse, child, parent of the Professional Employee, or any relative living in the immediate household of the Professional Employee), and subject to approval of the Administration.
- B. Payment for sick leave shall be subject, when requested by the Board, to medical certification from the Professional Employee's medical doctor for any absence of three (3) or more days. If the physician is chosen by the Professional Employee, such physician shall be paid by the Professional Employee. If the physician is chosen by the Board, such physician shall be paid by the Board. Accumulated sick leave shall terminate without pay at the time a Professional Employee's employment is terminated with the College.
- C. Sick leave is eligible for use during any time the Professional Employee is actively employed during an academic year.
- D. Professional Employees shall be advised in August of each year of the amount of their accumulated sick leave.
- E. Accumulated sick leave shall terminate without pay when the Professional Employee leaves the employment of the College for any reason other than retirement. If the following criteria are met: 1) accumulated sick leave is eighty percent (80%) or more of the working days in a semester, 2) the Professional Employee qualifies for full KPERS retirement, and 3) the Professional Employee hired after January 1, 2019 has accumulated a minimum of ten (10) years of teaching at PCC, then a retiring Professional Employee shall be allowed to end (be excused from) professional services one (1) semester before such Professional Employee's KPERS retirement date without loss of pay or benefits during such semester. A retiring Professional Employee must notify the Administration by May 15th of the year prior to the anticipated KPERS retirement date if they wish to exercise their rights under this clause. The end of service date will be mutually agreed upon after considering personal and College circumstances. Exceptions will be made for extenuating circumstances due to health reasons. If the Professional Employee teaches both fall and spring semesters of the contract year, the Professional Employee would receive one-half their current year's contract salary in equal payments during the spring semester before their KPERS retirement date.

- F. A sick leave bank shall be established for Professional Employees who desire to do so, on the following basis:
1. Professional Employees who have accumulated ten (10) or more days of sick leave as of the beginning date of their contract of each year shall be allowed to contribute up to five (5) of such days to the sick leave bank, to be administered by the President of the College after consultation with the President of the Association.
 2. In the event a Professional Employee, who has contributed to the sick leave bank, becomes sick and has exhausted accrued sick leave, such Professional Employee may request that sick leave be granted from the PHEA sick leave bank. A maximum of seventy-five (75) days may be granted from the bank per Professional Employee per year. Upon PHEA approval and written notice thereof to the Administration, the College shall credit such person with such leave from the bank.
 3. The Association shall be given a written accounting of the accumulated sick leave bank days on October 1 of each school year.

ARTICLE XII

SABBATICAL LEAVE

- A. Sabbatical leave for the regular academic year or any portion thereof may be granted to Professional Employees to pursue advanced education or to participate in projects in order to gain global perspective in their respective field.
- B. The Professional Employee shall be eligible for such leave if such Professional Employee has taught fulltime at the College a minimum of six (6) years.
- C. Application for sabbatical leave is to be made in writing by the Professional Employee and submitted to the Vice-President of Instruction prior to February 1 preceding the academic year for which the leave is desired, or at a later date if agreed to by the Professional Employee and the Vice-President of Instruction.
- D. The Professional Employee on leave will receive half pay and full fringe benefits if such Professional Employee meets the terms of the sabbatical leave and agrees to return to the College for not less than two (2) consecutive years following such leave. Failure to return for such two (2) year period will require the Professional Employee to repay the total sabbatical salary. Immediately upon accepting Sabbatical Leave, the Professional Employee shall sign a promissory note in the amount of the sabbatical salary, due within one (1) full year, with interest at six percent (6%), in the event that such Professional Employee fails to return to the College for two (2) consecutive years following such leave, unless terminated or non-renewed by the Board for legally permissible grounds. If the Professional Employee voluntarily leaves the employment of the College at any time during that two (2) year period following sabbatical leave, the Professional Employee will be required to make repayment according to the promissory note prorated according to the amount of that two (2) years remaining.
- E. The Board shall grant one semester sabbatical leave at one-half pay and full fringe benefits to any fulltime Professional Employee, upon request, who has taught six (6) credit hours per summer for six (6) consecutive summers. A promissory note to cover the sabbatical leave will be developed as per paragraph D above.

ARTICLE XIII

ACADEMIC YEAR LEAVE

- A. Leave for one or two semesters to attend graduate school may be granted by the Vice-President of Instruction subject to approval of the President. The Professional Employee applying for such leave must have taught at the College a minimum of four (4) years. During the leave of absence, the Professional Employee will not be paid a salary or other benefits except the following:
 - 1. Sick leave shall continue to accumulate;
 - 2. The monthly sum as set forth in Article VI, Section A.
 - 3. Term life insurance shall be furnished as set forth in Article VI per plan design.

- B. An agreement shall be made in writing between the College and the Professional Employee that:
 - 1. The Professional Employee will be guaranteed the previous position occupied immediately after such Professional Employee's leave of absence (subject to the provisions relating to termination, non-renewal and retrenchment) and will be paid as if such Professional Employee had taught the previous year.
 - 2. The Professional Employee will agree to reimburse the College the full expense of the monthly sum as set forth in Article VI, Section A, and the term life insurance as set forth in Article VI, Section C, if such Professional Employee chooses not to return after the leave of absence. Such reimbursement shall be made in full no later than sixty (60) calendar days after the effective date of resignation, retirement, voluntary non-renewal or other form of voluntary termination.

ARTICLE XIV

PERSONAL LEAVE

- A. Professional Employees will be granted up to two (2) days Personal Leave per year, non-accumulative without loss of pay.

- B. Notification for such leave will be made in writing at least five (5) days prior to the date personal leave is to begin.

- C. Personal leave may be granted any day before or after vacations with approval of the Administration.

ARTICLE XV

PROFESSIONAL LEAVE

- A. Professional Employees shall be granted four (4) days Professional Leave per year, non-accumulative, without loss of pay, subject to the approval of the Administration.

- B. Notification for such leave will be made in writing at least five (5) working days prior to the date professional leave is to begin.

ARTICLE XVI

BEREAVEMENT LEAVE

- A. Professional Employees shall be granted necessary bereavement leave each occurrence without loss of pay as approved by the Administration.

ARTICLE XVII

OTHER LEAVE

- A. Professional Employees shall be granted absence from regular responsibilities for participation in activities related to academics, recruiting, clubs, sports, or other activities that support, or contribute to the College, and its subject to approval of the administration, without loss of pay.
- B. Notification for such leave will be made by submission of the designated form at least five (5) working days prior to the date leave is to begin.

ARTICLE XVIII

WITNESS AND JURY DUTY

- A. Professional Employees who present a court subpoena or summons to the Vice-President of Instruction shall be granted a leave with pay to serve as a witness or on a jury.

ARTICLE XIX

ASSOCIATION RIGHTS

- A. 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.
- B. Communication - The Association shall have the use of the teacher mail boxes and email for communications to teachers.
- C. Use of Facilities and Equipment - The Association shall have the right to use College facilities and equipment for the conduct of Association business. The Association shall pay for the reasonable cost of all materials and supplies incident to such 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 before the commencement of the College day nor until 10:00 p.m.
- D. Information - The Board agrees to furnish to the Association all information to which it is entitled by law.
- E. Board Agenda - The Board shall place on the agenda of each regular Board meeting any matters brought to its consideration by the Association so long as those matters are made known to the President's office ten (10) calendar days prior to said regular meeting.

ARTICLE XX

EVALUATION OF STUDENTS

- A. Each Professional Employee shall maintain the primary right and responsibility to determine grades and other evaluations of such Professional Employee's students.
- B. No grade or evaluation shall be changed by the Board or Administration without approval of the Professional Employee except when shown to be clearly erroneous and reviewed by Instructional Council.

ARTICLE XXI

PERSONNEL FILES

- A. Examination of Files
 - 1. Each Professional Employee shall have the right to examine the contents of such Professional Employee's personnel file upon request to the Director of Personnel. This personnel file shall contain all information that has a direct bearing upon the Professional Employee's professional status at the College.
 - 2. A representative of the Association, at the Professional Employee's request, may accompany the Professional Employee for the examination.
- B. Review Derogatory Material
 - 1. 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 opportunity to review initial and date the material.
 - 2. 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.
- C. Employee Additions
 - 1. Each Professional Employee shall have the right to place additional materials related to his or her professional employment at Pratt Community College in the Employee's personnel file through the use of an annual Professional Report and a reasonable number of attachments.

ARTICLE XXII

ACADEMIC AND PERSONAL FREEDOM

- A. The teachers seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire a meaningful awareness of the respect for the Constitution of the State of Kansas, and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.
- B. Unreasonable limitations shall not be imposed by the Board upon the study, investigation, presentation and interpretation of facts and ideas concerning humans, human society, the physical and biological world, and other branches of learning.

ARTICLE XXIII

SUBSTITUTE TEACHING

- A. No teacher shall be required to be a substitute teacher in classes of another teacher at the College. If Professional Employees serve as substitutes at the request of the Administration, they shall receive substitute pay of \$17.50 per contact hour for a period of up to two (2) weeks. If the Professional Employee is still teaching the class after two (2) weeks, then payment will be paid according to Article III - Salary of this Agreement on a pro-rata basis.

ARTICLE XXIV

REDUCTION IN FORCE

- A. If the Board determines that there is a necessity for reduction in force because of financial exigency, decline or change in student composition or enrollment, or other valid reasons which will result in termination or non-renewal of any non-probationary Professional Employee(s), the following procedure shall be followed:
1. The teaching area as determined by the Administration where such reduction is to take place shall be designated by the Administration.
 2. The Professional Employee(s) in such teaching area who has the least seniority (i.e., continuous service as a regular Professional Employee since such Professional Employee's 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 credit hours in teaching area in question will be released last.
 3. If the Professional Employee to be released has more seniority than a Professional Employee in another teaching area named by the Professional Employee to be released, the Professional Employee to be released may take the position and full workload of classes or courses assigned to such other Professional Employee, provided the Professional Employee to be released makes such selection in writing within three (3) work days after notification by the Administration, and such Professional Employee to be released is as qualified as such junior Professional Employee 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.
 4. In the event of a reduction in staff due to the elimination of a program from the curriculum, the matter will be brought to the Instructional Council for comments concerning the effect of such action on the total curriculum, and for advice and recommendations as to alternatives, if any, before the final decision is made whether or not to eliminate a program from the curriculum.
 5. If the Board determines it needs to fill a Professional Employee vacancy, it shall first offer the same (on the basis of seniority) to Professional Employees on layoff for eighteen (18) months or less who are qualified to teach all of the classes or courses involved in such vacancy. Such offer shall be made in writing to the last address on file with the College and mailed certified mail, return receipt requested. If the Professional Employee on layoff fails to accept such offer in writing delivered to the President within fifteen (15) calendar days after the notice of recall is mailed, then such Professional Employee shall have no further right of recall. Such recall procedure shall be repeated (during the 18-month period following the day of layoff) until the vacancy is filled or the layoff list has been exhausted. Thereafter, the Board may hire whomever it desires to fill such vacancy.

A Professional Employee on layoff shall not accrue benefits nor years of service during layoff, but shall retain years of service, accumulated benefits and salary level the Professional Employee held at the time of layoff.

No waiver of recall rights shall be effective unless in writing and signed by the Professional Employee.

Individuals shall retain their right to grieve alleged violations of this clause during their layoff. The Association shall have the right to grieve alleged violations of this article if it affects more than one employee. Such grievances shall be subject to and processed under the terms of Article XXVIII - Grievance Procedure.

ARTICLE XXV

RETAINED RIGHTS

- A. 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. However, subject only to the express limitations set forth elsewhere in this Agreement, the Board shall hire and transfer employees; discipline, reprimand, suspend or discharge employees for just cause; lay off and recall Professional Employees; determine the workload, work week, office hours, qualifications of Professional Employees, assignment of work, and select Professional Employees, make administrative evaluation of Professional Employees; extend contracts; determine the number of Professional Employees to be used in any classification or activity; prepare, enter into and execute individual principal or primary employment contracts between any Professional Employee and the Board which shall include by reference this Agreement; prepare, enter into and execute separate supplemental and summer school contracts, determine the period, curriculum and content of any school activity or course with due regard for academic freedom of teachers; establish or change rules, regulations and practices, but which shall not set aside other terms of this Agreement; close down or move the College or any part thereof or curtail operations; establish new departments or operations and discontinue existing departments or operations, in whole or in part, purchase or acquire and sell or dispose of any assets; control, maintain and regulate the use of buildings, equipment and other property of the College; introduce new or improved methods or equipment; subcontract work as the Board deems necessary or desirable; determine the number and location of operations, services and courses; and otherwise, generally manage the College and direct the employees. The above rights are not all-inclusive, but enumerate by way of illustration the type of rights which belong to the Board.
- B. All other rights, powers or authority which the Board had prior to the signing of the 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 XXVI

PROFESSIONAL WORKLOAD

- A. Normal Professional Workload
The professional workload shall consist of 30 credit hours or their equivalent per year in addition to miscellaneous assignments set forth below. The professional workload may be assigned for any combination of day or night, on or off campus. Should a Professional Employee fail to achieve the normal professional workload, the administration may reassign said Professional Employee not to exceed 30 credit hours, within the scope of the following categories:

1. additional classes and/or seminars;
2. curriculum development or review;
3. others as initially agreed upon by both parties.

Class assignments shall be made after communicating with the Professional Employees involved. Class assignments will be given to the Professional Employee within a reasonable amount of time after known to the Administration in order to facilitate preparation and the ordering of books and materials.

Professional Employees whose normal workload includes supplemental work or credit hour equivalencies will be returned to the same contract classification & FTE immediately preceding any such supplemental and/or credit hour equivalency assignment if they relinquish the assignment or the assignment is withdrawn by the Administration.

The Association President will be assigned a reduced normal workload of three (3) credit hours per semester during his/her period in office.

B. Basic Load

The following shall be equivalents for load hour determination based on contact hours:

1. General Lecture - 1.00
Classification of courses under this section shall be defined according to the previous official class schedule in which any particular course was listed. New and revised courses henceforth shall include classification as part of the approval process. In no case shall the total number of load hours assigned to a course be less than the credit hour assignment for that course.
2. Activity Class - .50
Classification of courses under this section shall be defined according to the previous official class schedule in which any particular course was listed. New and revised courses henceforth shall include classification as part of the approval process. In no case shall the total number of load hours assigned to a course be less than the credit hour assignment for that course.
3. Vocational Class - 1.125
Vocational courses are vocationally approved courses that are required to meet 1125 minutes per credit hour instead of 750 minutes plus the final examination per credit hour. This workload shall be calculated by 1.125 x credit hours per class.
4. Science Laboratory and Nursing/Clinical Laboratory - .75
Science and nursing clinical laboratory classes that require laboratory sessions in addition to the lecture session shall be given .75 credit for the laboratory contact hours.
5. Classes with multiple line numbers
The combination of an upper-level university course with a Pratt Community College course will be paid at the rate of an additional \$50 per credit hour per university student up to 8 students. Professional Employees with 8 or more upper-level university students combined with an established Pratt Community College class will be paid an additional \$400 per credit hour (8 x \$50 = \$400), unless the instructor is being paid by another institution. Instructional Council will recommend to the Administration which classes with differing line numbers might be combined.

EXAMPLES OF WORKLOAD DETERMINATION

- a. General Lecture - 1.00
- b. Activity Class - .50
Example: PED 137 Beginning Weightlifting, R & F
10:00 - 10:55 TR 1.0 cr. hr.
 $2.0 \text{ contact hours} \times .50 = 1 \text{ cr. hr. workload}$
- c. Vocational Class - 1.125
Example: AMC 131 Suspension & Braking Systems
1:00 - 3:15 TR 3 cr. hr.
 $3 \text{ credit hours} \times 1.125 = 3.375 \text{ cr. hr. workload}$
- d. Science and Nursing/Clinical Laboratory - .75
Example: PSC 151 Physical Science
8:00 - 8:55 MWF (Lecture)
7:30 - 9:25 TR (Lab)
 $4.0 \text{ contact hours (lab)} \times .75 = 3.0 \text{ cr. hr. workload (lab)}$
 $+ 3.0 \text{ cr. hr. workload (lecture)} = 6.0 \text{ cr. hr. workload}$

C. Reassignment

The Administration may reassign one class for each class canceled for Professional Employees whose original assignment was for thirty (30) or fewer credit hours. In the event that the Administration reassigns more than thirty (30) credit hours, overload pay will be paid for the hours in excess of thirty (30). For the Professional Employee whose original assignment was greater than thirty (30) credit hours, the Administration may reassign hours up to the original assignment. Overload pay will be paid for reassigned hours in excess of thirty (30) credit hours.

D. Hours on Campus

Professional Employees shall be required to be on campus for thirty-four (34) hours per week including class time, miscellaneous assignments, and regular posted office hours. If a Professional Employee's normal professional workload includes night or off-campus classes, 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 during the day.

E. Preparations

No more than five (5) preparations will be assigned to a full-time Professional Employee during any one semester. This limitation does not include physical education, music, multi-grouped instructional functions, CBA's and courses of less than the normal semester in length. One (1) day of uninterrupted preparation time will be scheduled each semester during in-service.

F. Subject Areas

No Professional Employee shall be required to teach in more than four (4) major academic or technical education areas. An example of a major academic area is English or Mathematics; an example of a technical education area is Business Technology or Automotive Technology.

G. Miscellaneous Assignments

Professional Employees shall assist with enrollment for the fall and spring semester, student registration, student counseling, advising, recruiting and serve on standing committees. The Association President will not be required to serve on any standing committees during his/her period in office.

H. Time Off From Regular Duties

The Administration may approve time off from regular duties to be used for the conduct of College business, visitations to view instructional techniques, attendance at conferences, workshops or

seminars, student activities and College events, or for other professional purposes which benefit the College. In addition, Professional Employees may request time off from regular duties to attend KNEA conventions. The Professional Employee shall file request for approval to attend such activities with the Vice-President of Instruction at least ten (10) work days in advance of the absence.

H. Credit Hour Equivalencies

1. A list of credit hour equivalencies will be maintained on a spreadsheet by the Personnel Office and available to the President of the Association. The Board has the right to add additional equivalencies covering assignments which are agreeable to the Vice-President of Instruction and the individual. Such additions shall be added for negotiation at the next regular negotiations.
2. The Board shall make available up to six (6) hours of credit hour equivalencies per fiscal year for Professional Employees taking pre-approved course work for advancement by academic attainment and/or professional development.
3. Professional Employees assigned to teach Saturday courses shall receive one and one-half (1 ½) times the regular number of credit hours normally received for teaching the course.
4. The chairperson of each department shall be a non-probationary Professional Employee, shall not receive less than a 3 credit hour equivalency per semester, and shall be elected by the members of the respective department every two (2) years. The Administration shall approve or disapprove the candidate. If disapproved, the department shall select a different chairperson.

J. Student Outcomes Assessment

Professional Employees shall participate in the institution's student outcomes assessment program and shall demonstrate the use of student outcomes assessment data to improve instruction.

ARTICLE XXVII

EVALUATION

Professional Employees shall be evaluated by the Administration and/or the respective department chairperson for constructive improvement, for determination of pay, and for retention. Criteria for evaluation shall be established by the Board. The following evaluation procedure shall be used:

A. Administrative Evaluation

1. At least one (1) classroom visitation of each probationary-level teaching Professional Employee shall be made each semester by not later than the sixtieth (60th) school day of the semester, except that any employee who is not employed for the entire semester shall not be required to be evaluated. Probationary-level teaching Professional Employees, prior to the end of the first semester of their second year of continuous employment, shall receive notice of the Administration's overall evaluation of their performance, and of any deficiencies.
2. Non-probationary teaching Professional Employees during the third (3rd) and fourth (4th) year of employment shall be evaluated at least one (1) time not later than February 15th. Additional evaluations may occur upon mutual consent of the teaching Professional Employee and Administration.
3. Non-probationary teaching Professional Employees, after the fourth(4th) year of employment, shall be evaluated at least once in every three (3) years by not later than

February 15 of the school year in which the employee is evaluated. Additional evaluations may occur upon mutual consent of the teaching Professional Employee and Administration.

4. The form for classroom evaluation under current criteria is attached as Exhibit B. After the classroom visitation a written evaluation summary will be sent to the teaching Professional Employee. In those cases where there is need for immediate improvement, the Administration will schedule a conference at the earliest possible time but not later than five (5) class days from the date of the evaluation. Two (2) copies of the evaluation summary shall be signed and dated, with one copy to be given to the teaching Professional Employee and the other copy to be retained by the Administration. Designated department chair persons will have access to all evaluations within its respective department.
5. The form for general evaluation under current Board policy enacted pursuant to K.S.A. 72-2410 as amended is attached as Exhibit C. Other Administrative evaluations may be made as necessary concerning the items set forth in Article XXVII for the purpose of non-renewal or termination and as set forth in Board policy enacted pursuant to K.S.A. 72-2410 as amended. In the event these policies conflict, the Board policy according to K.S.A. 72-2410 as amended shall control.
6. Student performance as indicated by student outcomes assessment data shall not be used to evaluate Professional Employees.

B. Student Evaluation of Teaching Professional Employees

1. Each semester, at least one (1) class taught by a teaching Professional Employee will be evaluated by students of the class. The class(es) will be selected by the Administration in communication with the teaching Professional Employee.
2. In an effort to create a fair and impartial evaluation, a list of staff and faculty will be approved by both Administration and PHEA to conduct the Student-Teaching Professional Employee Evaluation in the regularly scheduled classroom of the class. 50% of the list will be staff; 50% will be faculty. Administration will choose one person from the list for each evaluation. However, a professional employee may request that another person on the list may be substituted. It is suggested that the teaching Professional Employee allot 15 minutes at the end of the class period for the evaluation process so that when students have completed the form they may leave the room.
3. While the students are filling out the evaluation form, it should be evident that absolutely no effort is being made on the part of the person administering the evaluation to see what responses the students are making on their papers. However, it should be equally evident to the students that the classroom is being monitored. This is to ensure that there is no collaboration between students in the class as to how each responds to the evaluation items. The exact place where the completed evaluation forms are to be left should be explained in detail BEFORE administration begins. A manila envelope or similar container should be used as a repository for the completed evaluation forms so that any given form could be placed in it in such a manner that the sequence of deposit or the identity of the student completing a particular form would be impossible to determine.
4. The person administering the evaluation forms should be in the classroom at all times but should not be near where the evaluation forms are to be turned in. This is again to provide assurance to the students that their identity will remain anonymous.
5. The evaluation shall be administered prior to the final exam week.

6. The results will be made known to the teaching Professional Employee in a written summarization after the posting of final grades. Hand written comments of students may be copied for administrative use, and originals will be returned to the instructor after final grades have been posted.
7. A copy of the student evaluation summary will be signed by both parties (teaching Professional Employee and Administration) with the original copy to be made part of the file with the Administration. The raw data forms will be retained by the Administration for a period of one year. At the classroom instructor's request, he or she may review the original evaluation documents/data (after the posting of final grades.) If necessary, the PHEA President may review the raw data to verify the accuracy of the summarization.
8. Evaluation of Pratt Online will include one student evaluation of instruction for the first two times an instructor teaches the course, then every other (4th, 6th, etc.) This will be an end-of-the-course evaluation, based on the Pratt Online evaluation developed by Administration and faculty. Technology will be evaluated separately.
9. Students evaluating an Alternate Delivery course should receive the same evaluation tool as the non-Alternate Delivery courses since it is face-to-face. There will be a separate technology evaluation that will not be part of the instructor evaluation. The technology evaluation will be done one-third to half-way through the course. The frequency of the Alternative Delivery instructor evaluations will be no different from the other regular face-to-face courses.

C. Professional Employee Information

On or before January 31 of each year, each Professional Employee may complete the Professional Information Appraisal form. The Professional Information Appraisal form shall be used to review the teaching load, other College-related responsibilities, professional activities, community services, community activities and may contain other comments that the Professional Employee believes relevant to such Professional Employee's professional performance. The Professional Information Appraisal forms will be obtained from the Administration. A signed and dated copy shall be retained by the Professional Employee and a second set to the Administration.

D. Conferences with Teaching Professional Employees

Before the close of the year, in cases where there has been a need for improvement, the teaching Professional Employee and the Administration shall hold a private conference. A review of the evaluations will be made and avenues for improvement will be discussed resulting in the setting of objectives and a timetable for improvement. A summary of the meeting will be written by the Administration, signed and dated by both parties and a copy given to the teaching Professional Employee with remaining copy retained by the Administration. The teaching Professional Employee may respond in writing to the summary. Such response shall be attached to the summary, dated and signed.

ARTICLE XXVIII

DISCIPLINARY ACTION FOR NON-PROBATIONARY EMPLOYEES

- A. Except as otherwise provided by law or in the case of reduction in force, non-renewal and termination of non-probationary Professional Employees' contracts shall occur only for just cause. Just cause shall include the following:

1. Immoral conduct as defined by law, or conviction of a felony crime;
 2. Incapacity or continuing illness after exhaustion of leave;
 3. Incompetence, insubordination, repeated inefficiency, repeated neglect of duty; dishonesty;
 4. Failure to comply within a reasonable period of time with reasonable requirements of the Administration, or Board, pertaining to professional duties, after written notice of the same.
- B. Upon determination of the Administration that a Professional Employee is acting, or has acted, in such a manner as to cause concern as set forth above, the Administration shall within 30 days notify the Professional Employee in writing of the area(s) of concern, and the act(s) of the Professional Employee causing same, and shall request a meeting at a time certain with said Professional Employee to discuss such area(s). The Professional Employee shall be entitled to have present at such conference a representative of such Professional Employee's choice. In the event such notice is not filed or processed in the manner set forth above, further action against the Professional Employee in this instance shall be forever barred, although such activity may be used in determining the action to be taken concerning any future incident. If the President determines there is need for discipline other than non-renewal or termination, the President shall proceed accordingly. If the President shall determine that just cause may exist for non-renewal or termination of the Professional Employee's contract, the President will do one of the following:
1. The President will inform the Professional Employee of the President's intent to recommend to the Board the non-renewal or termination of the Professional Employee's contract in compliance with the requirements of due process according to K.S.A 72-2252 et seq.; or
 2. The President may, with the Professional Employee's consent, refer the matter to a disciplinary committee.
 3. If the state of Kansas repeals due process for community college and technical instructors, then the matter of non-renewal of non-probationary instructors shall be referred to a disciplinary committee as described below in section C.
- C. In the case of referral to a disciplinary committee, the following provisions shall apply:
1. The disciplinary committee shall consist of the Vice-President of Instruction or the Vice-President's designee (Chairman), the President of the Association or the President's designee, and a third person chosen by the Vice-President and the Association President (or their designees). The committee shall select one of its members to be recorder.
 2. The committee shall meet within ten (10) work days after the President's referral of the matter to the committee. All evidence and relevant information shall be presented to the committee. After evaluating the evidence as presented, the committee must recommend within ten (10) work days and in writing to the President and the Professional Employee:
 - a. no further action;
 - b. disciplinary warning;
 - c. placing the Professional Employee on disciplinary probation;
 - d. non-renewal of the Professional Employee's contract; or
 - e. terminating the Professional Employee's contract immediately.

3. If the committee recommends disciplinary probation, and if such recommendation is acceptable to the President, it must develop and implement a plan for correcting the areas of concern to extend over one (1) full semester. Written copies of all conclusions, determinations, and recommendations in this regard shall be issued by the committee to the President and the Professional Employee within a reasonable period of time. At the end of the disciplinary probationary period the committee must meet to determine compliance with the committee's recommendations and success of the Professional Employee's efforts. The committee must within a reasonable period of time issue a written report in this regard to the President and the employee, recommending:
 - a. Removal of the employee from disciplinary probation;
 - b. Extension of probation and committee supervision; or
 - c. Non-renewal of the employee's contract.
4. The Association recognizes the right of the President and the Board to make the final determination of employment following any recommendations of the disciplinary committee. No part of this process is intended to take the place of the requirements of due process under K.S.A. 72-2252 et seq.

ARTICLE XXIX

GRIEVANCE PROCEDURE

Grievances of a Professional Employee with respect to the interpretation or application of this Agreement (except matters relating to termination and non-renewal of non-probationary Professional Employees who shall have rights of due process as provided by Kansas Statutes) shall be handled as follows:

A. Procedure

1. Step 1 - Informal Procedure. The grievant shall request an informal conference with the Vice-President of Instruction within five (5) days after the grievance.
2. Step 2 - Formal Grievance Procedure
 - a. If the grievant has been unable to have a conference with the Vice-President of Instruction within five (5) days of the above request, or if the grievance is not resolved through the Informal Procedure set forth in Step 1, the grievant may file a grievance in writing stating in detail the facts of which the grievant complains and the provisions of the Agreement which are alleged to have been violated. No grievance shall be filed or processed based on facts or events which have occurred more than fourteen (14) days before the grievance is filed. Grievances shall be deemed filed when delivered in writing to the President of the College or the President's designee. One copy of the grievance shall be delivered to the President's office, one to the Association's President or the Association President's designee (as last submitted by the Association to the Vice-President of Instruction), and one shall be kept by the grievant.
 - b. The President or the President's designee shall review the grievance and the record of the above procedures, together with any additional evidence or oral argument presented by the grievant. The President or the President's designee may also hear other evidence or oral argument. Within fourteen (14) days after delivery of the grievance at his office, the President or the President's designee shall render a written decision, one copy of

which shall be delivered to the grievant and one copy to the Association's President or the Association President's designee.

- c. If a solution satisfactory to the grievant and the Administration has not been reached through the above procedures, the grievant may appeal the decision in writing to the Board within five (5) days after the grievant's receipt of the decision of the President or the President's designee. The Board will review the grievance and the record of the above procedures and hear the matter in dispute. Any pertinent 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 shall thereafter render its decision in writing. One copy of the Board's decision shall be delivered to the grievant, one copy to the President, and one copy to the Association's President or the Association President's designee.

B. Rules

Grievances shall be processed according to the following rules:

1. 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.
2. All reference to number of days in this procedure shall be determined to mean working school days. In the event a grievance is not filed or processed in the manner and within the times set forth above, it shall be forever barred.
3. 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.
4. It is agreed that the grievant may request and receive information in the possession of the Board necessary for the processing of said grievance and to which the grievant is entitled by law.
5. The grievant may withdraw the grievance at any level.
6. All parties shall have the right to have counsel or a representative present with them at each phase in the formal grievance procedure.
7. Grievances shall be filed by the Professional Employee(s) involved. If more than one Professional Employee could file such grievance, then it may be filed by the Association.
8. 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 laws of the United States and the State of Kansas.

ARTICLE XXX

SUPPLEMENTAL CONTRACTS

- A. Supplemental agreements shall receive pay as shown below. Such supplemental agreements shall be voluntary and neither the Board nor any Professional Employee shall be required to enter into any such agreement. The Board has the right to add additional supplemental contracts covering assignments and pay which are agreeable to the Board and the individual to whom the supplemental

contract is issued. Such additions shall be added for negotiation of compensation at the next regular negotiations.

Supplemental contracts extended to Professional Employees, who held supplemental contracts prior to July 1, 1994, will be for the following number of days and compensation

<u>POSITION</u>	<u># DAYS</u>	<u>AMOUNT</u>
Agriculture	20	\$2,520.00
Agriculture	15	\$1,890.00
Auto/Diesel	20	\$2,520.00
Automotive Technology	20	\$2,520.00
Nursing	5	\$630.00
Nursing	5	\$630.00
Office Education	10	\$1,260.00

ARTICLE XXXI

PART-TIME EMPLOYEES

- A. Regular part-time Professional Employees are those who:
1. are employed for the full academic year to teach ten (10) to thirteen (13) credit hours or their equivalent per semester; or
 2. are employed by semester to teach at least ten (10) credit hours for such semester.
- EMT and Nurses Aid courses are exempt from the above referenced requirements.
- B. Regular part-time Professional Employees shall have the same rights and responsibilities as full-time Professional Employees except salary, benefits (not to exceed those granted to full-time Professional Employees) and professional workload which shall be individually negotiated by each regular part-time Professional Employee and the Board.
- C. Sick leave for regular part-time Professional Employees will be prorated based on the percentage of contract days worked as shown in the examples below:.

Example 1: .75 FTE Contract / Works 175 days

Accumulation of Sick Days = 10 days per year (first three years)
 15 days per year (thereafter)
 Use of Sick Leave = Each workday missed = 1 day of sick leave used

Example 2: .75 FTE Contract / Works only MWF

Accumulation of Sick Days = 10 days x .60 = 6 days (first three years)
 15 days x .60 = 9 days (thereafter)
 Use of Sick Leave = Each MWF workday missed = 1 day of sick leave

Example 3: .75 Contract / Works only TR

Accumulation of Sick Days = 10 days x .45 = 4.5 days (first three years)
 15 days x .45 = 6.75 days (thereafter)
 Use of Sick Leave = Each TR workday missed = 1 day of sick leave

ARTICLE XXXII

SUMMER SESSION

Summer session classes shall be taught under a separate contract subject to the following terms and conditions:

- A. Professional Employees will be paid \$560.00 per credit hour for teaching summer session classes and maintaining five (5) summer office hours during the course(s) duration for each credit hour taught.
- B. If a summer session class has less than five (5) student enrolled, the Professional Employee may, at his or her discretion, elect not to teach that summer session course. If the Administration cancels a contracted summer session course(s) due to low enrollment and the Professional Employee elects to work, the College will provide another assignment, or the Professional Employee may elect to cancel that portion of the contract.
- C. Summer session classes shall be offered to Professional Employees who teach those subjects during the academic year. If such opportunity is declined, another instructor may be employed by the College. The Board will also attempt to make summer session assignments through the options provided in Article I.
- D. Any summer session teaching assignments offered to Professional Employees will be submitted to the Professional Employee by the first Monday in December, and must be returned by the Professional Employee to the Administration by the third Monday in December of such year or the offering will be considered declined.
- E. The balance of this Agreement shall apply where applicable, except the provisions for Professional Workload and the various benefits for Professional Employees which shall be governed by the individual Summer Session contracts.

ARTICLE XXXIII

GRANTS

- A. Any grant obtained by a Professional Employee in which the College is responsible for equipment or staff time and auditing or bookkeeping must be submitted for approval to the Board prior to submission of the grant.
- B. If College equipment, staff, and auditing are not required, and if a Professional Employee's professional obligations to the College are not abridged, then there shall be no restriction on the amount earned by a Professional Employee as a result of such Professional Employee's authorship of, direction of, or part in a grant or grant program, provided the Professional Employee notifies the Administration of the Professional Employee's intent to participate in such grant or grant program.

ARTICLE XXXIV

FACULTY SELF-DEVELOPMENT PLAN

- A. The instructor will, in consultation with the department chair, determine his/her own needs for development.
- B. The instructor will develop the plan of action.
- C. The plan will be submitted to the department chair and designated dean, with the Vice-President for Instruction having approving authority.

- D. All plans will be considered on a three-year rotating basis, i.e., if it is not approved the first year it can be submitted again the next. Once a plan is approved, a new plan would not be submitted for another two years, allowing each faculty member a development plan every three years.
- E. **Obligation for Continuing Education/Training**
 - 1. A Professional Employee who accepts professional or technical education/training that is above specified cost levels and is paid for, all or in part, by the college will incur a contractual service obligation.
 - 2. The cost of the education/training will be calculated by adding authorized credit hour equivalencies, travel cost, tuition, fees, supplies and materials.
 - 3. Faculty development plans for a non-tenured Professional Employee exceeding \$1,500 cumulative would require the employee to work an additional year of service.
 - 4. Faculty Development plans for a tenured Professional Employee exceeding \$3,500 cumulative would require the employee to work an additional year of service.
 - 5. Tenured employees with more than 7 completed years of service will not incur a contractual service obligation.
 - 6. In the event that the service obligation is not fulfilled, the Professional Employee will be obligated to pay back the expenses incurred by the College on a prorated basis.
 - 7. Training provided by external funding for Professional Employee initiated grant sources will not require a service obligation.

ARTICLE XXXV

SAVINGS CLAUSE

- A. In the event any provision of this Agreement is finally ruled invalid under any appropriate state or federal law or regulation, the balance of the Agreement not affected by such ruling shall remain in full force and effect and the Board shall meet with the Association in a good faith effort to work out appropriate provisions to correct such invalidity. If the parties are unable to reach agreement, then either or both parties may make a request for the impasse procedures set forth in K.S.A. 72-2231 and following.

END OF AGREEMENT

PRATT COMMUNITY COLLEGE and PRATT HIGHTER EDUCATION ASSOCIATION

Approval of 2019-2022 Agreement

PRATT COMMUNITY COLLEGE

By: Dwayne DeWeese
Dwayne DeWeese, Chairman of the Board

Date: 10-14-19

PRATT HIGHER EDUCATION ASSOCIATION

By: Stephanie Wiese
Stephanie Wiese President

Date: 10-3-2019

To provide equal employment, advancement and learning opportunities to all individuals, employment and student admission decisions at Pratt Community College will be made based on merit, qualifications and abilities. In accordance with Title II of the Education Amendments of 1976; IV of the Higher Education Act; VI of the Civil rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972; VII of the Civil Rights Act, IX Regulation Implementing Education Amendments of 1972; ADA Section 504 of the Rehabilitation Act and other valid applicable laws and regulation, PCC shall not discriminate on the basis of race, color, national origin, sex, disability, age or veteran status in all aspects of employment and admission in its education programs or activities. For assistance in these areas, please contact the Director of Personnel, Pratt Community College, 348 NE SR 61, Pratt, KS 67124, 620.672.5641

EXHIBIT A

**PRATT COMMUNITY COLLEGE
INCENTIVE BONUS**

The incentive bonus will be paid on increases in the state operating grant funding not related to the pending legal action or the implementation of post-secondary technical education tiered funding by the state. The increased funding is over and above the prior year. Incentive salary increases will be applied to the monthly allowance.

INCREASED FUNDING	YEAR 1	YEAR 2	YEAR 3
\$100,000	1%	1%	1%
\$75,000	.50%	.50%	.50%
\$75,000	.50%	.50%	.50%
\$50,000	.50%	.50%	.50%
\$50,000	.50%	.50%	.50%
\$50,000	.50%	.50%	.50%
\$50,000	.50%	.50%	.50%
\$50,000	.50%	.50%	.50%
Maximum	4.5%	4.5 %	4.5%

2019-2022 FACULTY SALARY SCHEDULE

PHEA SALARY SCHEDULE						
2019-2022						
		CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
STEP	BACHELOR	MASTER	MASTER+15	MASTER+30	MASTER+45	PhD/EDD
1	32,900	33,500	34,100	34,700	35,300	35,900
2	33,500	34,100	34,700	35,300	35,900	36,500
3	34,100	34,700	35,300	35,900	36,500	37,100
4	34,700	35,300	35,900	36,500	37,100	37,700
5	35,300	35,900	36,500	37,100	37,700	38,300
6	35,900	36,500	37,100	37,700	38,300	38,900
7	36,500	37,100	37,700	38,300	38,900	39,500
8	37,100	37,700	38,300	38,900	39,500	40,100
9	37,700	38,300	38,900	39,500	40,100	40,700
10	38,300	38,900	39,500	40,100	40,700	41,300
11	38,900	39,500	40,100	40,700	41,300	41,900
12	39,500	40,100	40,700	41,300	41,900	42,500
13	40,100	40,700	41,300	41,900	42,500	43,100
14	40,700	41,300	41,900	42,500	43,100	43,700
15	41,300	41,900	42,500	43,100	43,700	44,300
16	41,900	42,500	43,100	43,700	44,300	44,900
17	42,500	43,100	43,700	44,300	44,900	45,500
18	43,100	43,700	44,300	44,900	45,500	46,100
19	43,700	44,300	44,900	45,500	46,100	46,700
20	44,300	44,900	45,500	46,100	46,700	47,300
21	44,900	45,500	46,100	46,700	47,300	47,900
22	45,500	46,100	46,700	47,300	47,900	48,500
23	46,100	46,700	47,300	47,900	48,500	49,100
24	46,700	47,300	47,900	48,500	49,100	49,700
25	47,300	47,900	48,500	49,100	49,700	50,300
26	47,900	48,500	49,100	49,700	50,300	50,900
27	48,500	49,100	49,700	50,300	50,900	51,500
28	49,100	49,700	50,300	50,900	51,500	52,100
29	49,700	50,300	50,900	51,500	52,100	52,700
30	50,300	50,900	51,500	52,100	52,700	53,300
31	50,900	51,500	52,100	52,700	53,300	53,900
32	51,500	52,100	52,700	53,300	53,900	54,500
33	52,100	52,700	53,300	53,900	54,500	55,100
34	52,700	53,300	53,900	54,500	55,100	55,700
35	53,300	53,900	54,500	55,100	55,700	56,300

BASE
DIFFERENTIAL
Is based on:

Academic Year	Contracts 2 thru 5 with PCC	Contracts 6+ with PCC
2019-2020	Additional - \$40.00 to base	Additional - \$540.00 to base
2020-2021	Additional - \$40.00 to base	Additional - \$803.00 to base
2021-2022	Additional - \$40.00 to base	Additional - \$1,140.00 to base

EXHIBIT B
PRATT COMMUNITY COLLEGE
CLASSROOM EVALUATION OF INSTRUCTOR

Instructor: _____ Date: _____

Time: _____ Room: _____ # Students Enrolled: _____ # Students Present: _____

Evaluative criteria include:

Use of instructional equipment and materials	Student-instructor interaction
Use of appropriate instructional format	Enthusiasm
Evidence of pre-planning and organization	Clarity of presentation
Provision for alternate learning modes	

1) Indicate areas of strength, and list evidence:

2) Indicate areas needing improvement and list evidence:

Signature of Evaluator: _____ Date: _____

Response by Instructor: _____

Signature of Instructor: _____ Date: _____

NOTE: The instructor's signature does not necessarily signify agreement with the evaluation. It signifies only that the instructor has read the evaluation and had the opportunity to discuss it with the evaluator.

Distribution:

1) Instructional Improvement File

2) Evaluator

3) Instructor

EXHIBIT C
PRATT COMMUNITY COLLEGE

GENERAL EVALUATION OF EMPLOYEE

Employee: _____

Date: _____

Evaluator: _____

Please use the following scale in your evaluation (* requires comment on attached sheet):

A* = Exceptional

B = Above Average

C = Average

D = Requires improvement

E* = Unacceptable

I. Personal Qualities

- | | | | | | |
|---|---|---|---|---|---|
| A. Personal appearance is neat and appropriate. | A | B | C | D | E |
| B. Possesses health and stamina for effective job performance. | A | B | C | D | E |
| C. Meets frustration without becoming hostile towards others. | A | B | C | D | E |
| D. Displays qualities of patience, tact, courtesy & common sense. | A | B | C | D | E |
| E. Possesses a personality to which others can easily adjust. | A | B | C | D | E |
| F. Is able to adjust to new information. | A | B | C | D | E |
| G. Displays a positive attitude toward constructive criticism. | A | B | C | D | E |
| H. Cooperates with peers and students. | A | B | C | D | E |

II. Professional Department

- | | | | | | |
|--|---|---|---|---|---|
| A. Supports institutional goals. | A | B | C | D | E |
| B. Maintains high standards of professional ethics. | A | B | C | D | E |
| C. Maintains high standards of integrity. | A | B | C | D | E |
| D. Has an overriding concern for students' best interests. | A | B | C | D | E |
| E. Places an appropriate priority on effective teaching.
(Check here if not applicable to this position ___). | A | B | C | D | E |
| F. Participates in campus-wide activities. | A | B | C | D | E |
| G. Abides by institutional policy. | A | B | C | D | E |
| H. Is constantly involved in self-evaluation. | A | B | C | D | E |

III. Efficiency

- | | | | | | |
|--|---|---|---|---|---|
| A. Attends committee meetings, conferences and other scheduled meetings at which attendance is expected. | A | B | C | D | E |
| B. Completed assignments are accurate and of high caliber. | A | B | C | D | E |
| C. Attends to details of work. | A | B | C | D | E |

- | | | | | | | |
|----|---|---|---|---|---|---|
| D. | Willingly gives services beyond minimum requirements. | A | B | C | D | E |
| E. | Demonstrates productivity and effectiveness. | A | B | C | D | E |
| F. | Completes tasks on schedule. | A | B | C | D | E |
| G. | Meets goals within established deadlines. | A | B | C | D | E |
| H. | Carefully and consistently manages responsibilities | A | B | C | D | E |

IV. Ability

- | | | | | | | |
|----|---|---|---|---|---|---|
| A. | Continually learns and grows in professional skills and knowledge. | A | B | C | D | E |
| B. | Keeps abreast of major issues and innovations affecting areas of responsibility. | A | B | C | D | E |
| C. | Keeps up with curriculum trends and research findings in the field. (Check here if not applicable to this position: ___). | A | B | C | D | E |
| D. | Maintains a high standard of quality in all aspects of work. | A | B | C | D | E |
| E. | Displays a broad knowledge of responsibilities. | A | B | C | D | E |
| F. | Willingly works effectively with people. | A | B | C | D | E |
| G. | Exhibits sensitivity and perceptiveness in working with people. | A | B | C | D | E |
| H. | Aids in developing positive staff morale and individual abilities. | A | B | C | D | E |

V. Results and Performance

- | | | | | | | |
|----|---|---|---|---|---|---|
| A. | Promotes good community relationships by maintaining a public attitude that enhances the public image of the college. | A | B | C | D | E |
| B. | Participates in appropriate conferences, conventions, workshops and formal course work. | A | B | C | D | E |
| C. | Ably maintains and articulates a clear sense of the college's mission. | A | B | C | D | E |
| D. | Is recognized as a contributing member of the discipline or profession. | A | B | C | D | E |
| E. | Works effectively with other public or private agencies and the community. | A | B | C | D | E |
| F. | Participates in the creation of new courses reflecting developments in the discipline. (Check here if not applicable to this position ___). | A | B | C | D | E |
| G. | Shows willingness to participate in the recruitment of students. | A | B | C | D | E |
| H. | Contributes to improvement in the academic performance of students. | A | B | C | D | E |
| I. | Demonstrates use of assessment data. | A | B | C | D | E |

GENERAL EVALUATION OF EMPLOYEE

COMMENTS SECTION:

The aforementioned evaluation was discussed with me on _____, 20__.

Employee

Evaluator

The employee has the right to submit additional materials to be attached to this evaluation. These materials may be in support of or disagreement with the evaluation.

MOU 04/29/2020 ARTICLE XXVII - Evaluation

B-Student Evaluation of Teaching Professional Employees

MEMORANDUM OF UNDERSTANDING

Between

PRATT COMMUNITY COLLEGE
and
PRATT HIGHER EDUCATION ASSOCIATION

To be attached to the 2019-2022 Agreement

RE: ARTICLE XXVII, B
Student Evaluation of Teaching Professional Employee

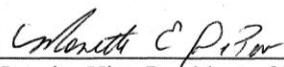
The following exception to the contract between Pratt Higher Education Association and Pratt Community College is agreed to by the parties to the contract. All other terms and conditions of the agreement effective July 1, 2019 through June 30, 2022 continue as set-out in the agreement.

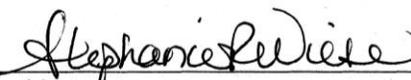
Spring 2020 classes have been converted from face-to-face/hybrid delivery to a combination of online and other instructional delivery modes due to COVID-19.

Due to the challenges students and instructors face with this transition, as well as the additional challenges this semester is presenting, student evaluation of teaching professional employees will be suspended for Spring Semester 2020.

PRATT COMMUNITY COLLEGE

PRATT HIGHER EDUCATION ASSOCIATION

By: 
Interim Vice-President of Instruction

By: 
President

Date: 4-28-2020

Date: 4-29-2020

MOU 11/24/2020 ARTICLE XXVII - Evaluation

B-Student Evaluation of Teaching Professional Employees

MEMORANDUM OF AGREEMENT

Between

PRATT COMMUNITY COLLEGE
and
PRATT HIGHER EDUCATION ASSOCIATION

The following exception to the contract between Pratt Higher Education Association and Pratt Community College is agreed to by the parties to the contract.

To be attached to the 2019-2022 Agreement

RE: ARTICLE XXVII, B
Student Evaluation of Teaching Professional Employee

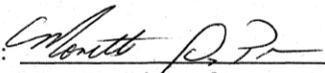
The following exception to the contract between Pratt Higher Education Association and Pratt Community College is agreed to by the parties to the contract. All other terms and conditions of the agreement effective July 1, 2019 through June 30, 2022 continue as set-out in the agreement.

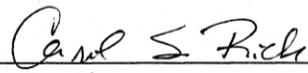
Representatives of the Pratt Community College faculty (PHEA officers) and the PCC administration (Vice President of Instruction) have discussed the Fall 2020 Student Evaluation of Instruction instrument and process. Because of the various course delivery changes and adjustments due to the global pandemic, both parties have agreed to suspend the Fall 2020 Student Evaluation of Instruction.

We both agree that conversations regarding the spring evaluation should occur, but committing to administering the assessment in the spring seems presumptive given the uncertainty of what the spring semester might look like due to COVID.

PRATT COMMUNITY COLLEGE

PRATT HIGHER EDUCATION ASSOCIATION

By: 
Vice-President of Instruction

By: 
President

Date: 11-24-2020

Date: 11/24/2020

MOU 04/09/2021 ARTICLE XXVII – EVALUATION

B-Student Evaluation of Teaching Professional Employees

MEMORANDUM OF AGREEMENT

Between

PRATT COMMUNITY COLLEGE

And

PRATT HIGHER EDUCATION ASSOCIATION

The following exception to the contract between Pratt Higher Education Association and Pratt Community College is agreed to by the parties to the contract.

To be attached to the 2019-2022 Agreement

RE: ARTICLE XXVII, B
Student Evaluation of Teaching Professional Employee

The following exception to the contract between Pratt Higher Education Association and Pratt Community College is agreed to by the parties to the contract. All other terms and conditions of the agreement effective July 1, 2019 through June 30, 2022 continue as set-out in the agreement.

Working together, the administration and PHEA faculty representatives have agreed to move the Student Evaluation of Instruction to an online format for the Spring 2021 semester. This allows all courses (with Pratt online courses as the exception) to be evaluated using the same format.

The change to an online review format for all classes is effective for Spring 2021 only. Only the format of the Student Evaluation of Instruction will change for Spring 2021; the evaluation tool will not change from the tool located in the negotiated agreement.

The online process of Student Evaluation of Instruction will be reviewed and re-evaluated in Fall 2021 to determine its possible future use.

PRATT COMMUNITY COLLEGE

PRATT HIGHER EDUCATION ASSOCIATION

By: [Signature]
Vice President of Instruction

by: [Signature]
President

Date: 4-9-2021

Date: 4/14/21

MOU 10/25/2021 ARTICLE XXVII – EVALUATION

B-Student Evaluation of Teaching Professional Employees

MEMORANDUM OF UNDERSTANDING

Between

PRATT COMMUNITY COLLEGE
and
PRATT HIGHER EDUCATION ASSOCIATION

To be attached to the 2019-2022 Agreement

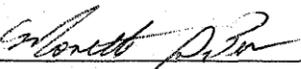
RE: ARTICLE XXVII, B
Student Evaluation of Teaching Professional Employee

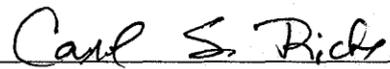
The following exception to the contract between Pratt Higher Education Association and Pratt Community College is agreed to by the parties to the contract. All other terms and conditions of the agreement effective July 1, 2019 through June 30, 2022 continue as set-out in the agreement.

The Administration and PHEA faculty representatives have agreed to extend the Student Evaluation of Teaching Professional Employees as an online format to include Fall 2021 and Spring 2022 semesters. Only the format of the Student Evaluation of Teaching Professional Employees will be changed. The evaluation tool will not change from the tool located in the negotiated agreement.

PRATT COMMUNITY COLLEGE

PRATT HIGHER EDUCATION ASSOCIATION

By: 
Vice-President of Instruction

By: 
President

Date: 10-25-2021

Date: 10/25/21