

**NEGOTIATED AGREEMENT**  
**BETWEEN**  
**NCK TECHNICAL COLLEGE BOARD OF TRUSTEES**  
**AND NCKTC FACULTY ASSOCIATION**  
**FOR THE**  
**2023-24 ACADEMIC YEAR**

TABLE OF CONTENTS

I.	SALARY AND WAGES .....	1
II.	HOURS AND AMOUNTS OF WORK.....	4
III.	INSURANCE AND FRINGE BENEFITS.....	6
IV.	LEAVES .....	6
V.	PERSONAL APPEARANCE .....	7
VI.	FACULTY EVALUATION.....	9
VII.	GRIEVANCE PROCEDURE .....	10
VIII.	FACULTY DISCIPLINE .....	12
IX.	RESIGNATIONS .....	13
X.	ASSOCIATION RIGHTS .....	15
XI.	REDUCTION IN FORCE .....	15
XII.	REPRODUCTION AND DISTRIBUTION OF NEGOTIATED AGREEMENT .....	16
XIII.	CONTINUATION AND SAVINGS OF AGREEMENT .....	16
XIV.	RECOGNITION .....	16
XV.	PROCEDURAL AGREEMENTS.....	17
XVI.	DURATION CLAUSE.....	17
XVII.	SIGNATURES .....	18
APPENDIX:	SCHEDULE A (Salary Placement Schedule) .....	19

## ARTICLE I. SALARY AND WAGES

### **A. SALARY SCHEDULE - BELOIT AND HAYS CAMPUSES**

1. All continuing full-time faculty, not on disciplinary probation will receive a 3% raise to be added to their base salary for the 2023-24 academic year.

2. All continuing full-time faculty, not on disciplinary probation will receive a one-time \$1,000 retention bonus, to be paid as part of the September payroll.

3. The initial placement for all new, full-time faculty hired for the 2023-24 academic year will be in accordance with the Board approved placement salary schedule (Schedule A) dated 8/28/23 which will be adjusted with a 3% increase to the first row and first column (No Degree/No Experience).

4. All continuing full-time faculty, in good standing, will have a longevity factor of \$500 added to their base on their subsequent contract following the completion of their 5th contract. Qualifying employees will receive an additional \$500 to their base in longevity pay after completing each of their next 5 years. To qualify, faculty must have attained the proper education level for their position. This means attaining at least an associate's degree or being a degree above the degree in which they teach and meeting the requirements for the accrediting body or state board of their program; whichever is higher. For qualifying faculty on the 11th contract they receive another \$500 to the base for a total of \$1,000. The same is true for the 16th (total of \$1,500); the 21st (total of \$2000); the 26th (total of \$2,500); on the 31st (total of \$3,000); the 36th (total of \$3,500); and so on.

- a. The increase will not apply to all faculty immediately. The longevity factor will be added to each qualifying faculty member's base pay as they reach their next 5-year milestone. For example, if the faculty member is in their 8<sup>th</sup> contract and is currently receiving \$250, they will continue to receive \$250 until they reach their 11<sup>th</sup> contract. At that point, they will receive \$1,000.

5. Each full-time faculty member who attains and documents the required education level appropriate for their position prior to the first contract day, will have \$500 added to their base. To qualify, the faculty member must have attained and maintained the proper education level for their position. This means attaining at least an associate's degree or being a degree above the degree in which they teach and meeting the requirements for the accrediting body or state board of their program; whichever is higher. The \$500 will remain as part of the faculty member's pay as long as the faculty member's credentials continue to meet the requirements of the position. The \$500 could be subtracted if the faculty member neglects to maintain or document the necessary licensure required for their position. If the faculty member changes positions, it could change their required education level and therefore could be subtracted from the employee's salary until they attain the proper level.

6. Full-time faculty who complete and document an academic step change prior to the first contract day will receive an increase to their base salary according to the following schedule:

30 Hours towards Associate's Degree	\$750
Associate's Degree	\$1,000
Associate's Degree + 30 Hours	\$1,000
Bachelor's Degree	\$1,000
Bachelor's Degree + 15 Hours	\$1,000
Master's Degree	\$1,000
2 <sup>nd</sup> Master's or Doctorate Degree	\$1,000

7. New and existing full-time technical faculty who complete and document their qualifying work experience, teaching experience, and/or credentials prior to the first contract day will receive an increase to their base salary according to the following schedule:

- a. In AY2023-24 (Year 1) and thereafter – 5 or More Years of Work Experience in the Field OR 5 or More Years of Teaching Experience = \$500
- b. In AY2024-25 (Year 2) and thereafter – 5 or More Years of Work Experience in the Field AND Five or More Years of Teaching Experience = \$500
- c. In AY2025-26 (Year 3) and thereafter – Minimum Credential (TBD in 2024-25) = \$500

8. The 2023-24 salary shall be conditioned on the faculty receiving satisfactory evaluations during the current school year. In the event that a faculty's evaluation indicates an extreme deficiency in one or more areas of evaluation criteria or an extreme violation of Board policy, the Board shall have the exclusive right to place the faculty on probation and deny the faculty salary advancement for the next ensuing school year.

9. Faculty either absent from duty for reasons not covered by paid or approved leave or absent in excess of allowable paid or approved leave shall have their primary salary and fringe benefit contributions reduced at the rate of one divided by the number of the faculty contract days times the total annual primary salary and fringe benefit for each such day of absence rounded to the nearest half-day.

10. Each year continuing full-time faculty in good standing will receive an annual salary increase of 2%. Annual salary increases are subject to resource availability.

## **B. PRO RATA SALARY**

1. Any extension of the instructional contract beyond the normal 175 contract days shall be salaried at the pro rata basis.

## **C. LUMP-SUM SALARY**

1. Faculty wanting to receive a lump-sum payment of salaries earned pursuant to KSA 74-4940 (b) must deliver a written request to the President not later than April 1. Such written request will remain in effect from year to year unless and until revoked in writing by the faculty member. Lump-sum payments will be made no later than May 31 of each school year.

## **D. TRAVEL EXPENSES**

1. All travel expenses will be reimbursed in accordance with Board policy.

## **E. PAYROLL DATES**

1. Each faculty member shall receive a monthly payroll check on the 15<sup>th</sup> day of each month commencing in August of each year. If the 15<sup>th</sup> falls on a non-work day, faculty will receive their monthly payroll on the last working day prior to the 15<sup>th</sup> of that month.

## **F. SUPPLEMENTAL/OVERLOAD PAY**

1. Supplemental duties are defined as teaching duties in addition to the full-time contract. Supplemental duties are voluntary and usually take place outside of the duty day. Overload is defined as additional teaching duties in excess of the full load of 36 credit hours, scheduled during the duty-day. Overload duties are optional and must be approved by the VP of Student and Instructional Services or their designee.

2. For face to face courses, compensation will be \$600 per credit hour per class of 8. Classes that fall below 8 will be compensated on a sliding scale. For example, 7 students will equal 7/8 of \$600, 6 will be 6/8 of \$600 etc. Furthermore, compensation for courses with enrollment from 21-27 will be prorated up 1/8 for each student.

3. For online courses, compensation will be \$600 per credit hour based on the following formula. Payment will be calculated using enrollment count after add/drop week.

- 1 - 4 students 50% (\$300/credit hour)
- 5 students 62.5% (\$375/credit hour)
- 6 students 75% (\$450/credit hour)
- 7 students 87.5% (\$525/credit hour)
- 8-20 students 100% (\$600/credit hour)
- 21-27 students 12.5% per each additional student above 20 (\$75 per student/credit hour)

4. Overload pay is based on adjunct pay.

5. A contract for overload pay will be created in the spring semester. Payment will be calculated using the average enrollment from all sections taught during the duty day of both the fall/spring semesters. Enrollment numbers used for calculation purposes will be based on enrollment after add/drop week.

## **G. DEPARTMENT CHAIRPERSON PAY**

1. All designated department chairs shall receive supplemental compensation for department chair responsibilities. Department chair compensation is determined on the first full day of class during the fall semester and is based on the number of full-time faculty members in the department. A one-person department will be paid \$300, with an increase of \$150 per additional full-time faculty members in the department.

Compensation	# of Full-Time Faculty
\$300	1-FT Faculty Department
\$450	2-FT Faculty Department
\$600	3-FT Faculty Department
\$750	4-FT Faculty Department
\$900	5-FT Faculty Department

## ARTICLE II. HOURS AND AMOUNTS OF WORK

### A. CONTRACT YEAR

1. Faculty assignments by length of contract shall be 175 contract days. These contract days shall be established by the annual NCKTC college calendar.

### B. CONTRACT DUTY DAY

1. Faculty are expected to be on campus for all face to face courses, scheduled faculty/staff meetings, advising duties, scheduled professional development days, one (1) office hour per day, campus events and for all scheduled tours within their department. Faculty members are expected to be available to students 15 minutes before the first scheduled class of the day. Student contact hours must be distributed over all 5 days of the week. To ensure credit to clock hour compliance, faculty course schedules must be approved by the VP of Student and Instructional Services or their designee prior to the beginning of each semester.

Live shops, live work off campus, house construction, and other existing projects are expected to continue and may only be discontinued by mutual agreement between the instructors and the President or their designee. All grades, attendance, and other student records must be entered into the Student Information System by the end of each week, at a minimum.

Any modified or flexible schedule, such as hybrid or online, must be pre-approved by VP of Student and Instructional Services or their designee prior to the beginning of each semester. The faculty member's absence from campus must not be to the detriment of student instruction or other duties required for the successful operations of the college. Any cancellation of classes for any reason must be approved by the VP of Student and Instructional Services or their designee.

Sick days and personal days are based on an eight (8) hour day.

This provision shall be included in the agreement for the 2023-24 contract year. It shall not be included in future agreements unless expressly agreed to by the Board and the Association in subsequent negotiations. If not agreed to, the language will revert back to the language from the 2020-21 contract year for section B.1, B.2, and B.3.

2. Requests for absences during the day must be pre-approved by the faculty member's immediate supervisor. These requests should be submitted using Bamboo. Absences without such approval may constitute "Unauthorized Leave".

### **C. FULL-TIME STATUS**

1. A full-time load for an instructor on a 175-day contract is between 30-36 credit hours per academic year. If an instructor falls below 30 credit hours per academic year, upon mutual agreement, the instructor may take on additional duties to maintain full-time status; otherwise, the contract may be prorated.

2. If an instructor teaches in excess of their full load of 36 credit hours per 175 day contracted academic year, the instructor is to be compensated at the overload pay rate. Faculty who qualify for overload pay will be given first consideration for overload teaching assignments in their program area. Any credit hours in excess of the 36 must be approved in advance by the Dean of Instruction.

3. In addition to teaching, general education faculty are to serve as advisors and technical faculty are expected to manage their shop and live-work experiences for students.

### **D. CLASS SIZE**

1. The Board agrees to make every effort to make the maximum class size commensurate with faculty recommendation and facility limitations.

2. The Board further agrees that in the event of chronic overloads, it shall take appropriate steps to correct such overloads.

### **E. PROGRAM CAPACITY**

1. The Board reserves the right to establish capacity numbers for each program. The Board agrees to make every effort to make these numbers commensurate with faculty recommendation and facility limitations. In instances where actual enrollment on the first day of each semester is above program capacity, the Board will make every effort to assist instructors by hiring instructional aides, creatively scheduling space, or other strategies mutually agreed upon by the President (or designee) and the program instructor(s). If said strategies fail to bring the numbers to capacity or below, the instructor who teaches the class with enrollment over their capacity qualifies for overload pay.

### **F. PROFESSIONAL DEVELOPMENT**

1. Faculty are required to attend a minimum of 40 hours of professional development each academic year. Qualifying activities include, but are not limited to, conferences, workshops, industry recognized training, approved courses, and in-house training. Credit hours taken will follow the clock to credit hour ratio as outlined in board policy. Professional development must be approved by the VP of Student and Instructional Services or their designee.

2. A faculty member who fails to attain the required 40 hours of professional development may be subject to disciplinary action. If extenuating or unforeseen circumstances exist that prevent a faculty member from attaining the required 40 hours, they may appeal to the VP of Student and Instructional Services or their designee.

## **ARTICLE III. INSURANCE AND FRINGE BENEFITS**

### **A. INSURANCE**

1. For the 2023-24 school year, the Board of Trustees agrees to contribute 75% of the premium cost for a single base plan, 66.7% for an employee/child plan, 66.7% for an employee/spouse plan, and 66.7% for a family plan. The faculty association requests the opportunity to provide input with regard to the selection of the insurance plan options prior to any changes or ratification of the current plan.

To assist in the selection process, the Board and Association will establish and continue an ongoing committee to review insurance fluctuations and types of policies each year. This committee will make recommendations to both negotiating teams by March 31 each year as to what they deem best for the college by written report. The group should consist of representatives from KNEA, faculty, staff, and administration. This group shall be balanced with members from Hays and Beloit, if possible. Minutes from these meetings shall be shared with employees of the college.

### **B. CAFETERIA PLAN 125**

1. Each faculty member shall allocate the amount of the contribution for those services which meet the current tax code regulations of the IRS Section 125 Cafeteria Plan, and notify the fiscal office of their choice(s) in writing fifteen (15) days prior to the payday of the first month of their employment contract.

### **C. COMMENCEMENT OF BENEFITS**

1. Cafeteria Plan elections shall commence on the first day of June, and shall continue through May of each year for any faculty member who completes the duties of their employment for the academic year.

### **D. VOLUNTARY CONTRIBUTIONS TOWARD 403 (b) PLAN OR KPERS 457 PLAN**

1. In the event a faculty member wishes to allocate salary toward an institutionally approved annuity, such salary shall be reduced and contributed by the board upon receipt of a signed, written authorization by the instructor.

## **ARTICLE IV. LEAVES**

### **A. NOTIFICATION**

1. The college administration must be notified in the event of absence so arrangements for a substitute may be made.

### **B. SICK LEAVE**

1. Each full-time faculty member shall begin each academic year with ten (10) full days of sick leave credit with full pay, and days not used shall accumulate to the credit of the faculty member up to a total of seventy (70) days. Faculty members who have accumulated over seventy (70) accumulated sick days may convert the excess over seventy (70) to personal days at the rate of five sick days to one

personal day. Unused sick days converted to personal days may accumulate to a maximum of five and are in addition to the three (3) personal days granted annually.

- a. Sick leave shall cover absences for the faculty member's own physical or mental illness or for death or physical or mental illness in the faculty member's immediate family.

### **C. PERSONAL LEAVE**

1. Each full-time faculty member will begin each academic year with three (3) full days of personal leave. Personal leave not resulting from converting unused sick days must be used each year; it does not accumulate.

### **D. JURY DUTY**

1. An employee called to jury duty will be paid their regular wages. Days spent on jury duty are considered as contract days.

### **E. SABBATICAL LEAVE**

1. Sabbatical leave may be granted with or without pay at the discretion of the Board. Any employee desiring a sabbatical leave shall file written application with the college president at least 90 days prior to the first day of the requested leave. The application shall be in writing and explain in detail the length of the desired leave, the purpose of the desired leave and the applicant's reasons why the leave will be of benefit to the institution. The college president shall present the request to the Board at its next regular or special meeting together with a recommendation.

The employee receiving a sabbatical leave shall be entitled to all of the rights and privileges of employment that would have been received under regularly performed contracted functions during the period of such leave, except salary shall be discretionary with the Board.

## **ARTICLE V. PERSONAL APPEARANCE**

### **A. ATTIRE AND GROOMING STANDARDS (DRESS CODE)**

NCK Tech strives to exemplify the highest standards of professionalism and maintain a workplace environment that is safe, well-functioning, and free from unnecessary distractions. As part of that effort, the College developed this standard to establish basic guidelines for appropriate work attire which will promote a positive image of the institution and give due consideration to safety and sound business practice; safety will always be the primary consideration. Employees should never display slogans, images, or symbols that are demeaning, feature profanity, obscenity, abuse, or other messages that do not promote a safe, respectful, and productive workplace.

#### **1. Procedures**

- a. NCK Tech expects all employees to be professional in appearance when coming to work, engaged in work-related tasks, or otherwise representing NCK Tech on or off campus. Administration should communicate any specific workplace attire and grooming guidelines to employees during new-hire orientation and evaluation periods. Any questions about the guidelines for attire should be discussed with the employee's supervising administrator.

2. Appropriate Attire Standards
  - a. In all cases, employees are expected to present a neat and clean appearance and are not permitted to wear ripped clothing or athletic wear.
  - b. Employees working in an office or instructional position not requiring shop work, should wear business casual attire (no blue denim jeans).
  - c. Those working mostly in a shop, lab, clinical, outdoors or maintenance area shall dress according to the professional standard set in their program.
    - i. For these positions, t-shirts, jeans/scrubs and athletic shoes will be considered acceptable to meet the business casual standard.
    - ii. Shorts and hats may be worn for those working outdoors, if merited by weather conditions.
    - iii. Personal protective equipment, including footwear, must be worn when appropriate and must follow the regular safety guidelines of the employee's position and duties.
  - d. Professional shirts with the NCK Tech logo are encouraged, otherwise they should be non-proprietary. Any t-shirt worn must be an NCK Tech shirt or a non-proprietary t-shirt related to the faculty member's instructional program.
3. Special Event Attire
  - a. Nametags - Employees are encouraged to wear college-issued nametags at all times, but are expected to do so for special events and when representing the College at off-campus activities.
  - b. Business attire - Employees may be expected to wear Business Attire on special occasions upon the President's discretion.
4. Exceptions
  - a. The above standards shall be in effect except for Dress Down Days, working during non-business hours, and other special conditions.
  - b. Dress Down Days (Fridays/Non-Instructional Days, unless otherwise announced) On designated Dress Down Days, NCK Tech or program-related non-proprietary t-shirts, jeans, and athletic shoes will be considered appropriate for all employees.
  - c. Working During Non-Business Hours
    - i. Employees may dress more casually than normally expected when working during non-business hours.
  - d. Other Exceptions
    - i. At the discretion of the President, in special circumstances, employees may be permitted to dress in a more casual fashion than is normally required. Exceptions may also be granted on a case-by-case basis for employees under the Americans with Disabilities Act or those with a medical condition which requires certain apparel. Exceptions may also be made for certain cultural/religious-based attire.
5. Violations
  - a. If an employee is found in violation, the supervising administrator is responsible for private counseling with that employee, and they shall work together to reach an agreeable decision as to what the steps to correct the issue will be. Employees with concerns after counseling may follow regular grievance procedures of NCK Tech.

## ARTICLE VI. FACULTY EVALUATION

### **A. PROCEDURE**

1. Every faculty member in the first two consecutive school years of employment shall be evaluated at least once every semester, by the end of the first semester and by no later than April 15 of the second semester. Any faculty member not with NCKTC an entire semester shall not be required to be evaluated during the semester they become employed. Every faculty member in their third and fourth years of employment shall be evaluated at least one time each academic year by no later than April 15. After their fourth year of employment, every faculty member shall be evaluated every three years, no later than April 15 of the academic year in which the faculty member is to be evaluated.

2. The College shall acquaint all faculty with the faculty evaluation procedure. The president, or his appointed representative, will review the evaluation procedure with each faculty member that is due an evaluation prior to the beginning of the evaluation process.

- a. For first-year instructors, this would involve a face-to-face pre-evaluation meeting. The pre-evaluation meeting would allow the evaluation form to be reviewed with the employee and the pre-evaluation meeting would be documented within the evaluation form.
- b. For returning instructors, scheduled to be evaluated, the evaluation process will be reviewed via e-mail. The instructor has the option to schedule a face-to-face pre-evaluation meeting if desired.
- c. All instructors being evaluated will be required to submit a self-evaluation using the same evaluation form as the evaluator within 10 business days after receiving the form, unless an extension is mutually agreed upon.

3. Faculty evaluations shall include live observation of classroom and/or lab instruction. The evaluation may include other criteria as well, but at minimum the evaluator shall spend approximately 30 minutes cumulative observing the faculty member in their instructional environment, which may include one or more observations.

4. After each observation has taken place, feedback will be provided within 10 business days, unless an extension is mutually agreed upon. After all observations have been completed, the evaluation form shall be reviewed in a face-to-face meeting prior to the end of the first semester or April 15. The meeting shall provide time to ask questions, answer them, and give feedback to the faculty member.

5. If the evaluation process indicates a deficiency in one or more areas of evaluation criteria, the faculty member shall be notified in writing of the deficiency(s) within the evaluation form. Potential remedies to the deficiency(s) will be discussed and future expectations established.

6. When the evaluation is reviewed, the faculty member shall acknowledge the presentation of evaluation by their signature. If the faculty member disagrees with the evaluation or something is presented in the evaluation, the faculty member has two (2) weeks to respond to the evaluation in writing. The response to the evaluation shall be kept with the evaluation as long as the evaluation is kept on the premises by the employer.

7. If the evaluation process indicates an extreme deficiency in one or more areas of evaluation criteria, the faculty member shall be notified in writing of the deficiency(s) within the evaluation form. If, in the opinion of the president, the faculty member's deficiency(s) has not been remedied, then the president shall so advise the Board in writing of the faculty member's evaluation deficiency(s) and provide a recommendation for appropriate action, up to and including non-renewal.

8. The Board, after hearing the president's recommendation and after evaluating the evidence gathered by the administrative staff will act as they deem appropriate. If the Board determines that a faculty member shall be placed on probation, then the faculty member shall not be entitled to any Board approved faculty salary increases for the next ensuing school year. The decision of the Board shall be final and shall not be the subject of a grievance by the faculty member.

## **ARTICLE VII. GRIEVANCE PROCEDURE**

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual faculty of the North Central Kansas Technical College at the lowest level.

### **A. DEFINITIONS**

1. "Grievance" shall mean any alleged violation of the terms and conditions of a faculty member's contract of employment or a violation of terms agreed to between the NCKTC Faculty Association and the NCK Technical College Board of Trustees in their "Negotiated Agreement".

2. "Grievant" means a full-time faculty employee of the North Central Kansas Technical College having a grievance.

### **B. PROCEDURES**

1. The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limit prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom his grievance is being considered.

- a. Level 1. The grievant shall first take up their grievance with their immediate supervisor in private informal conference(s) within 15 business days after the occurrence of the event upon which the grievance is based or after the grievant reasonably should have become aware of such event. If the grievant is dissatisfied with the outcome of the initial conference(s), they may request a formal conference with their immediate supervisor. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. The formal conference shall occur within ten (10) business days of the last informal conference.
- b. Level 2. In the event that the aggrieved person is not satisfied with the disposition of their grievance at Level 1, or in the event that no decision is reached within 10 business days after a formal presentation, they may appeal the matter in writing to the president of NCKTC.

- i. If the grievant appeals the grievance to the president, the president or their designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten (10) business days after the appeal has been received by the president.
  - ii. If the grievant does not appeal the grievance to the president within 30 business days after the formal conference at Level 1, the appeal of the grievance shall automatically be waived.
- c. Level 3. If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within twenty (20) business days after the date the grievance was filed with the president or their designated representative under Level 2, then the grievant may appeal the grievance to the Board of Trustees for the purpose of adjustment of the grievance by submitting a written request to the Administrative Assistant to the President within ten (10) business days after the director or their designated representative has rendered a decision or after the expiration of the said twenty business (20) days.
- i. The Board of Trustees shall, within thirty (30) business days after receipt of the written request, meet and confer with the grievant and render a decision to be submitted to the grievant in writing. As an alternative, the Board of Trustees, upon receipt of a complaint or grievance, may assign a hearing officer to hear such complaint or grievance and make findings and recommendations to the Board of Trustees.
  - ii. Such findings and recommendations shall be made to the Board of Trustees within ten (10) business days after the complaint or grievance has been assigned to the hearing officer. The Board shall rule upon such complaint or grievance within thirty (30) business days after receipt of the findings and recommendations of the hearing officer.

### **C. SUPPLEMENTAL CONDITIONS:**

1. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
2. Upon the final determination of the grievance, the documents, communications and records relating thereto, excepting a record of the grievance and the final adjustment thereof, and excepting records required by law to be kept and maintained, shall be destroyed.
3. At each step of the procedure for adjusting grievances after the initial private conference(s) with their immediate supervisor, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and be represented by legal counsel.
4. All grievance hearings shall be confidential.
5. All discussions and hearings shall be conducted at times other than when classes are in session.

6. Excluded from the grievance procedure shall be matters for which law mandates another method of review.

7. Only the employee affected may file a grievance or an appeal from levels one (1) and two (2). The filing of a grievance at all levels beyond the informal conference in Level 1 shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date, and place of the event of act and the names and addresses of any witnesses thereto.

## **ARTICLE VIII. FACULTY DISCIPLINE**

### **A. GENERAL STATEMENT**

1. The purpose of disciplinary action shall be for the benefit of NCK Tech as an institution.

2. When a policy is violated, the primary concern is corrective action.

3. No faculty member shall be disciplined without good cause.

4. Disciplinary action shall generally be progressive. Corrective action does not have to be progressive, it is more important that the action taken is suitable for the severity of the violation.

5. The President, or designee, shall have the authority to enact these disciplinary actions.

6. Faculty members have the right to representation. If the President, or designee, calls a faculty member into any meeting regarding disciplinary actions or into a formal hearing, the faculty member has the right to include a voluntary representative of their choice.

7. All disciplinary action imposed on a faculty member, except board-imposed probation, shall be subject to the grievance procedure as outlined in Article VII.

### **B. GOOD CAUSE**

1. No faculty member shall be disciplined without good cause. Good cause means evidence exists of: (1) alleged violation of board policy, rule or regulation; (2) upon the filing of a complaint or warrant against the faculty member by any civil authority or with the board charging the faculty member with the alleged commission of offense involving moral turpitude; (3) Incompetency or insubordination, neglect of duties as assigned; (4) Dishonesty or other unprofessional conduct on campus or in connection with job related responsibilities including failure to perform assigned duties and responsibilities; and (5) other adequate reasons.

2. Evidence should be documented in writing and signed by the involved parties and filed in their personnel file.

### **C. PROGRESSIVE DISCIPLINE**

1. Disciplinary action shall generally be progressive in nature and may include the development of a Plan of Improvement. These steps should be documented and signed by involved parties whenever possible and relevant.

2. Progressive Discipline should generally consist of the following steps:
  - a. Verbal notice of the violation or action accompanied by documentation via email.
  - b. A written warning shall be given to the faculty member and placed in their personnel file. The faculty member has the right to respond to any written warning, and the written response shall be placed in their personnel file.
  - c. The President or designee has the authority to suspend with or without pay. The duration of the suspension is at the discretion of the President or designee. The President will inform the Board of the suspension.
  - d. The President may recommend a faculty member for probation to the Board for extreme or egregious violations of Board policy; especially in regards to conduct. The faculty member will be made aware of their violation in writing. If, in the opinion of the President, the faculty member's violation(s) merits probation, then the President shall so advise the Board in writing of the faculty member's violation(s).
  - e. The Board, after hearing the President's recommendations for probation and after evaluating the evidence gathered by the administrative staff, may place the faculty member on probation. If the Board determines that a faculty member shall be placed on probation, then the faculty member shall not be entitled to any Board approved faculty salary increases for the next ensuing school year. The decision of the Board shall be final and not be the subject of a grievance by the faculty member.
  - f. If violations are extreme or egregious, or if offenses are repeated or misconduct continues, disciplinary action up to and including termination is appropriate. The faculty member shall have no right to compensation or other benefits for any period after termination with good cause.

#### **D. EMERGENCY REMOVAL FROM DUTIES**

1. In the event imminent action must be taken because of the seriousness of the accusation, the faculty member may be placed on administrative leave with pay pending the conclusion of an investigation and determination of the facts.

### **ARTICLE IX. RESIGNATIONS**

#### **A. LOCATION CHANGE**

1. The president shall notify a faculty member in writing of a change in the campus location of their assignment within ten (10) business days after such change has been approved by the Board of Trustees. In the event that the instructor does not want to accept such change in campus assignment, the instructor shall submit a written letter of resignation to the president within fifteen (15) business days after receipt of the written notice of change of campus assignment. The Board shall accept such resignation if received by the president within such fifteen (15) business day time period. After such fifteen (15) business day time period to submit a resignation has expired, the acceptance or rejection of the resignation will be at the sole discretion of the Board of Trustees.

#### **B. RELEASE FROM CONTRACT**

1. In the event an instructor requests to be released from a contract, the Board will consider such requests, recognizing however, in the consideration thereof, that its first obligation is to the students of

the College. Instructors seeking to be released from their contract shall pay the College \$1,500 if after June 15, \$3,000 if after July 15, and \$5,000 if in August. If an adequate replacement is hired before classes begin, the penalty will be waived.

2. Faculty resigning from their duties during the academic year must provide 30 days' notice and pay the College \$5,000 to be released from their contract regardless of whether or not an adequate replacement is found. The Board, or a representative of the Board, may, in its sole discretion, waive this penalty for catastrophic health or extraordinary circumstances. This decision is not subject to the grievance process.

### **C. RETIREMENT/RESIGNATION NOTICE**

1. The College agrees to pay instructors a one-time payment of \$500 if written notice of their intent to retire or resign is submitted by March 15.

- a. Instructors must be in good standing and work the remainder of their contract in order to receive these payments.
- b. This payment will be included in the instructor's final paycheck once they have completed the checkout process.

2. The College agrees to pay retiring instructors a one-time payment of \$750 if written notice of their intent to retire is submitted by February 15.

- a. Instructors must have served at least 5 years at NCK Tech to be eligible.
- b. Instructors must be in good standing and work the remainder of their contract to receive these payments.
- c. This payment will be included in the instructor's final paycheck once they have completed the checkout process.

3. The College agrees to pay retiring instructors a one-time payment of \$1,000, to be included in their base pay, if written notice of their intent to retire is submitted by \*June 15 of the preceding year.

- a. Instructors must have served at least 5 years at NCK Tech to be eligible.
- b. Instructors must be in good standing and remain in good standing as they work the remainder of their contract to keep this payment.
- c. Starting in August, this payment will be included in their paycheck in \*twelve installments throughout their final year of service.
- d. The instructor agrees to pay back the extra compensation if they become ineligible during their final year of service.
- e. If a replacement is not hired by June 15 of their last year of service, and by mutual agreement of both parties the instructor agrees to return for another year of service, they may keep the original \$1,000.

Employees only qualify for one of these payments, depending on the date of notice.

*\*For the 2023-24 year only, due to the timing of this agreement, notice must be submitted by September 1, 2023 and will be paid over 11 months.*

## **D. TUITION REIMBURSEMENT**

1. Employees accepting tuition reimbursement from the College must remain in employment with the College for the length of the degree they earned while with the College or three years whichever is less. If an employee resigns before they have fulfilled their time obligation they must return a prorated portion of the tuition assistance which they received to the College.

## **ARTICLE X. ASSOCIATION RIGHTS**

### **A. COMMUNICATIONS WITH BARGAINING UNIT MEMBERS**

1. The Board agrees to allow the use of NCKTC facilities for Faculty Association meetings.

### **B. DUES DEDUCTIONS**

1. The Board of Trustees agrees to deduct unified membership dues for its members under the following terms and conditions:

- a. Individually signed authorizations shall be on file in the Board of Trustees administration office by September 1 of the current contract year. Authorization shall be on forms supplied by the Board of Trustees and shall remain in effect until either modified or revoked in writing by the faculty member, or until the faculty member's contract of employment is terminated.
- b. Authorization may be cancelled by the faculty member giving the Administrative Assistant to the College President and the Association President written notice at least twenty (20) business days prior to the cancellation date.

2. Deductions will be on a monthly basis evenly divided over eleven (11) consecutive months commencing in September.

### **C. PROFESSIONAL DAYS FOR ASSOCIATION BUSINESS**

1. The Board will grant three total leave days to the Faculty Association for purposes of professional meetings for Association purposes without loss of pay for participants. Participants must secure permission of the president in advance for attendance of these meetings.

## **ARTICLE XI. REDUCTION IN FORCE**

### **A. REDUCTION IN FORCE**

1. If the board decides that the size of the instructional staff must be reduced, guidelines listed here shall be followed. Insofar as possible reduction of staff shall be accomplished by attrition due to resignations and retirements.

2. The following steps will be utilized by the college administrative staff to reduce the instructional staff:

- a. to determine the number of instructional positions to be reduced, the administrative staff will determine the educational program for the college in accordance with the educational goals established by the board.

- b. The number of faculty needed to implement the college's educational program will then be determined by the administrative staff based on those educational goals in determining which faculty members will be non-renewed due to a reduction in force.
- c. The educational goals and needs of the college, individual certifications, qualifications, training, skills, interests, and evaluations shall be considered.

3. In the event two or more faculty members have similar certifications, qualifications and skills in an instructional area, those faculty members who have tenure will be retained over those who are non-tenured. In the event all of the faculty members have similar certifications, qualifications and skills and all are tenured, the faculty members who best meet the needs of the college, considering the factors outlined above and any other relevant factors will be retained.

4. Any employee who has not been reemployed as a result of reduction of the instructional staff shall be considered for reemployment if a vacancy exists for which the instructor would qualify. Employees who may be eligible for reemployment are required to notify the college of their current address. The college president will recommend to the board reinstatement of any instructor he/she deems qualified and able to service the best interests of the institution. The board shall not be required to consider reinstatement of any instructor after a period of one year from the date of non-renewal.

## **ARTICLE XII. REPRODUCTION AND DISTRIBUTION OF NEGOTIATED AGREEMENT**

### **A. DISTRIBUTION**

1. Following ratification of the agreement the administration will post the negotiated agreement to the College's intranet within ten (10) business days after the agreement has been ratified by both parties. College copier and supplies will be provided for the Association to distribute copies to the membership as needed.

## **ARTICLE XIII. CONTINUATION AND SAVINGS OF AGREEMENT**

A. All items contained in this contract which are not noticed for negotiations pursuant to the Kansas Professional Negotiations Act shall continue in full force and effect, and shall be included in each successor contract that is ratified by the two parties.

B. Should any portion of this contract be found in violation of any state or federal law, the balance and remainder of this contract shall remain in full force and effect.

## **ARTICLE XIV. RECOGNITION**

A. The Board of Trustees of NCKTC recognizes the NCKTC Faculty Association as the exclusive representatives of the faculty for the purposes of professional negotiations for the contract year. The NCKTC Faculty Association recognizes and agrees that the determination and administration of college policy is vested exclusively in the Board of Trustees of NCKTC, and the Board of Trustees of NCKTC is the legally constituted body for that purpose. The policies of the Board which are mandatorily negotiable terms and conditions of employment are binding upon the parties and supplemental to this contract.

## **ARTICLE XV. PROCEDURAL AGREEMENTS**

### **A. GENERAL**

1. It is understood and agreed that negotiating teams can best perform their function when guided by bilaterally established procedures; that agreement to such procedures is a proper subject of negotiation.

### **B. MUTUAL RESPONSIBILITIES**

1. We believe that faculty, administrators and the Board of Trustees have a common goal; that of providing the best possible education for the students of NCKTC. We believe that any action or proposed action by the Board of Trustees or the Faculty Association should be evaluated by this criterion. We believe that effective communication characterized by a free and open exchange of facts, opinions, viewpoints, proposals, and counter-proposals between the Board of Trustees and the Faculty Association is necessary for the development of sound educational policy and practice.

2. It is the responsibility of each party, upon request of the other party when in compliance with Kansas statute, to negotiate in good faith, to choose its negotiators and to engage in negotiating sessions. Upon reaching agreement of the negotiated contract, each team shall recommend to its constituents the prompt ratification of same.

### **C. COMMUNICATIONS DURING NEGOTIATIONS**

The NCKTC Faculty Association and the Board of Trustees recognize that all parties benefit when the faculty and the public are kept fully informed of the progress of professional negotiations. In recognition of this fact, the parties agree to observe the following procedures during professional negotiations between them pursuant to K.S.A. 72-5412 through 72-5432, as amended:

1. The Board shall keep the Association informed of the state aid that is allocated to the College by the Kansas Board of Regents.

2. At the conclusion of each negotiation session the chief spokespersons for the respective parties shall jointly prepare a written factual statement of what occurred at the session. The statement shall have attached to it copies of all written proposals and counter-proposals made, along with cost computations. In addition, the statement shall include any explanation or rationale that either party presented in conjunction with or in response to proposals or counter-proposals on the table.

3. Each chief spokesperson shall distribute statements to their respective parties as they deem necessary.

## **ARTICLE XVI. DURATION CLAUSE**

This agreement shall become effective as of August 14, 2023 and shall continue in full force and effect to and including June 30, 2024, at which time it shall terminate for all purposes. The parties expressly waive their right during the term of this agreement, as so provided for in K.S.A. 72-5423(a), as amended, to notice for amendment any other article contained in this agreement or notice any new article for inclusion in this agreement.

**XVII. SIGNATURES**

This contract was ratified by the bargaining unit, and such ratification recorded in the minutes of the North Central Kansas Technical College Faculty Association on the 12<sup>th</sup> day of Dec., 2023.

Ambler Meis

\_\_\_\_\_  
President,  
NCK Technical College Faculty Association

This contract was ratified by the North Central Kansas Technical College Board of Trustees, and such ratification recorded in the minutes of the Board of Trustees on the 12<sup>th</sup> day of Dec., 2023.

Bob Beck

\_\_\_\_\_  
Chair  
NCK Technical College Board of Trustees

<b>SCHEDULE (A)</b>									
<b>Faculty Initial Placement Salary Schedule</b>									
<b>Academic Year 2023-2024</b>									
<b>STEP</b>	<b>NO DEGREE</b>	<b>30 HOURS 1 Year Cert.</b>	<b>ASSOCIATES 2 Year Cert.</b>	<b>ASSOCIATES + 30 Hours</b>	<b>BACHELORS</b>	<b>BACHELORS + 15 Hours</b>	<b>MASTERS</b>	<b>2ND MASTERS Or PHD</b>	<b>8/28/2023</b>
1	36,118	36,868	39,618	40,618	41,618	42,618	43,618	44,618	
2	36,840	37,605	40,410	41,430	42,450	43,470	44,490	45,510	
3	37,577	38,357	41,219	42,259	43,299	44,340	45,380	46,421	
4	38,329	39,125	42,043	43,104	44,165	45,227	46,288	47,349	
5	39,095	39,907	42,884	43,966	45,049	46,131	47,214	48,296	
6	39,877	40,705	43,741	44,846	45,950	47,054	48,158	49,262	
7	40,675	41,519	44,616	45,742	46,869	47,995	49,121	50,247	
8	41,488	42,350	45,509	46,657	47,806	48,955	50,103	51,252	
9	42,318	43,197	46,419	47,590	48,762	49,934	51,105	52,277	
10	43,164	44,061	47,347	48,542	49,737	50,932	52,128	53,323	
<b>NOTE: Step level determined as follows:</b>									
1. 1 full year of work experience in the field = 1 year on step									
2. 1 year secondary teaching experience = 1 year on step									
3. 1 year college level teaching experience = 1 year on step									
4. New faculty will not be hired above step 10									
5. Add \$500 to any new faculty with the proper education level.									
6. Administration may hire faculty at levels off this schedule due to market demand.									