

SALINA AREA TECHNICAL COLLEGE FACULTY NEGOTIATED AGREEMENT 2009-2010

This agreement shall apply to all faculty members who teach at least three quarter time, herein referred to as “faculty or faculty members.”.. This policy does not apply to adjunct faculty or part-time faculty who teach less than 1/2 time. Such employees are “at will.”

This policy may be modified upon agreement of 51% of the faculty and the College President.

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Article I. Hours and Amounts of Work

A. Length of Contract

The base contract for Salina Area Technical College faculty will be 189 days: 178 student contact days and 11 work/in-service days. Faculty will report on August 5, 2009, and complete the school year on May 24, 2010.

Base contract for faculty in their first year of employment at Salina Area Technical College will be 190 days with the first day of the contract, August 4, 2009, used for orientation to Salina Area Technical College.

Contracts which extend a certified faculty member's work days beyond the base teaching contract, i.e. extended day contracts, are subject to the provisions of KSA 72-5412a, Supplemental Contracts of Employment: Authority, and shall be reviewed annually by the College President. (Example: Skills USA). A faculty member will be compensated at his or her daily rate of pay for each extended contract day.

During the term of the contract year, the following days will not be scheduled as part of the contract:

Labor Day	September 7
Thanksgiving Recess	November 25, 26 & 27
Winter Recess	December 19 – January 3
Martin Luther King Day	January 18
Spring Break	March 13 – March 21

B. Professional Day/ Faculty Workload

Faculty will work a 40-hour work week.

- Instructional day will be from 7:30 to 10:45 and 11:40 to 2:55.
- Faculty will have a 30-minute, duty-free lunch period.
- Five hours a week will be flex time as follows: Three hours and forty-five minutes a week for planning and/or office hours determined by faculty and one hour and fifteen minutes that may be used for meetings.

Overload: A faculty member working in excess of 32.5 student contact hours per week will be paid at the adjunct rate.

Article II. Leaves

A. Leave

Each Salina Area Technical College faculty member shall be granted ten (10) leave days for each school year. All accumulated USD 305 leave for each Salina Area Technical College faculty member will transfer to Salina Area Technical College. Any unused leave shall accumulate to a maximum of 120 days. Upon retirement or resignation, faculty who were hired before July 1, 2009, and with fifteen (15) years or more service at USD 305/Salina Area Technical College, shall receive compensation for days of unused accumulated leave at the rate of \$10 per day. In the event of death, payment shall be made to the KPERS designee.

Upon administrative approval, a faculty member may donate up to five (5) days of accumulated leave to another Salina Area Technical College faculty member. A faculty member may receive up to twenty (20) days of donated sick leave per year from other faculty members.

Please refer to the Employee handbook for other types of leave: funeral, Family/Medical, Jury Duty, unpaid leave, etc.

Article III. Salary and Additional Compensation

A. Transition Year from 2008-2009 to 2009-2010

All faculty who were employed as faculty at Salina Area Technical College during the 2008-2009 school contract year will remain on the 2008-2009 Salary Schedule at their 2008-2009 position for the 2009-2010 year. Faculty members who have earned college credit to move horizontally on the schedule will be allowed horizontal movement for the 2009-2010 school year. The salary schedule is printed in Appendix B and is in effect for the 2009-2010 school year. Salaries for new hires are determined by the College President.

B. Benefits

Section 125 Cafeteria Plan. Faculty wishing to participate in the Section 125 Cafeteria Plan complete a “salary reduction agreement and benefit election form” approved by Salina Area Technical College and submit it to the required office on or before the specified deadline designated by Salina Area Technical College at the start of each academic year. The salary reduction agreement and benefit election form is provided by Salina Area Technical College, but it is solely the faculty member’s responsibility to complete the form and submit it to the office designated by Salina Area Technical College on or before the prescribed date. Each faculty member agrees to hold Salina Area Technical College harmless from any failure on his or her part to submit the necessary form in a timely fashion. Once made, a salary reduction agreement and benefit election is irrevocable (except as specifically permitted by the Internal Revenue Code and regulations) for that particular contract year.

Each faculty member may utilize a salary reduction agreement to use pretax dollars or a salary deduction agreement to use after-tax dollars to purchase coverage(s) as follows:

- a. Group health insurance ***Must average no less than 30 hours per week to qualify**
- b. Cancer/Dread Disease Insurance
- c. Short term disability income insurance. Note: While this is covered under 125, it is an after tax deduction.
- d. Medical reimbursement
- e. Dependent/child care costs
- f. Group term life insurance
- g. Dental insurance

A health insurance benefit of \$360 per month will be paid toward a single or family Salina Area Technical College sponsored health insurance policy for those who choose to take the Salina Area Technical College sponsored insurance plan and who qualify.

Each faculty member may utilize a salary deduction agreement to use after-tax dollars to purchase coverage as follows:

- a. Long Term Care Insurance

Tax Deferred Annuities:

1. In accordance with K.A.S. 72-8603, Salina Area Technical College shall provide all faculty the opportunity to execute a payroll deduction agreement for contributions to a tax-deferred annuity. Faculty desiring to establish such a contract shall notify the business office in writing.
2. Contribution changes will be placed into the payroll system within 30 days of the Business Office receiving correct and complete paperwork. Changes may be made, as necessary, to keep the contract current with federal and/or state tax laws.

C. Committee Compensation

Faculty in the following committee assignments may be compensated with release time and/or twenty dollars (\$20) an hour up to 45 hours of documented time beyond the normal contract:

- Salina Area Technical College Accreditation Chair/Chairs
- Salina Area Technical College Assessment Chair
- Salina Area Technical College Academic Affairs Chair
- Others as determined jointly by the College President and Faculty

D. Tuition Assistance

Salina Area Technical College faculty and dependents shall receive nine (9) credits or \$600 of free tuition per semester at Salina Area Technical College.

E. Pay Day

Faculty shall be paid in twelve (12) installments on the 25th of each month or the preceding Friday if the 25th falls on a weekend. If the pay day falls during an extended holiday, faculty will be paid on the last working day before the holiday.

Summer checks shall be given by the June pay date, if a faculty member has elected to have a lump sum payment.

F. Mileage Allowance

A faculty member authorized to use his/her personal car for school purposes will be compensated at the end of each month at the current rate per mile established by Salina Area Technical College.

Article IV. Professional Evaluation

A. Faculty Evaluation Plan

The Annual Work Plan is designed to assure quality of instruction and learning at Salina Area Technical College. The Plan is a qualitative review that provides faculty with the opportunity to experiment, create, and develop. The Plan is designed to acknowledge and encourage teaching and learning excellence, innovation, assessment of student outcomes, and participation in Salina Area Technical College and community initiatives. Provisional faculty are evaluated every year during their first three years. Non-provisional faculty (tenured) are evaluated every two years.

Each Annual Work Plan will contain the following components, weighted as indicated and used for evaluation.

I. Teaching Effectiveness (70%)

All of the following will be included, though other categories may be added. Evidence in self-evaluation must include, at a minimum, student evaluations and examples of syllabi and materials. Annual Work Plans and self-evaluations must include assessment strategies and use of assessment results to improve instruction. Classroom evaluation will be conducted by an administrator and a faculty member.

Criteria that may be used:

- Student achievement
- Student retention rates
- Class structure/organization
- Course materials
- Command of subject matter
- Presentation skills
- Faculty-student rapport
- Integration of technology into coursework
- Availability to students outside of class

II. Professional Development (15%)

Faculty are expected to assure their professional development through various methods including pursuit of credited coursework, attendance at professional conferences, presentation to conferences, publication in area of expertise, attendance at Salina Area Technical College-sponsored workshops, inservice or meetings, or other activities as agreed upon in the Plan. The self-evaluation must demonstrate current practices in the following areas:

- Subject matter
- Instructional methods
- Assessment practices

III. Service To Salina Area Technical College And Community (15%)

Service may include, though is not limited to, departmental service, Salina Area Technical college-wide service, curriculum development and coordination, faculty mentoring, advising, outreach and recruiting, administrative assignments, committee and task force service, student activities participation, student activities sponsorship, Salina Area Technical College event attendance and participation in faculty and departmental meetings. Service to the community may include, but is not limited to, activities of a voluntary nature, such as serving as the Salina Area Technical College representative to community boards, commissions, or organizations; serving as liaison to K-12 or higher education institutions; making presentations to the community on the Salina Area Technical College or discipline areas; or participation in other community activities. Following are suggested components of the self-evaluation:

- Department service
- Salina Area Technical College-wide and campus committee work
- Attendance at Salina Area Technical College activities and events
- Recruiting and promotion
- Professional and supporting attitude
- Representing the Salina Area Technical College in the community
- Representing the discipline in the community

Each faculty member will ensure that all major components of the evaluation are included in the Annual Work Plan. The Annual Work Plan must be agreed upon by the faculty member and supervisor who will meet to finalize the Work Plan. The faculty member will submit a year-end self-evaluation. The evaluators and faculty member will hold a year-end evaluation conference and preliminary planning session for the following year if the faculty member is to be evaluated again the following year.

The evaluators will determine the performance rating and provide a written evaluation to the faculty member after the evaluation conference. The evaluation will be based upon the Annual Work Plan, performance related to the job description and responsibilities, and progress on furthering personal goals and the Salina Area Technical College Strategic Plan. The evaluators will consider the faculty member's self-evaluation, the components listed above, and the evaluators' observation.

There shall be four (4) performance ratings:

- Outstanding
- Exceeds Expectations
- Meets Expectations
- Fails to Meet Expectations

A faculty member must perform in all areas in order to achieve an Outstanding or Exceeds Expectations rating. A faculty member whose overall evaluation is Fails to Meet Expectations shall not be eligible for salary increases and will be placed on "Evaluation" for the next year. A faculty member on "Evaluation" will be evaluated by March 15. A faculty member whose evaluation is "Fails to Meet Expectations" for two years in a row will be relieved of duty. The faculty member may appeal the dismissal to a peer review committee.

The faculty member may submit a written response to the evaluation. Any appeal shall be made to the College President within ten (10) days of receiving the written evaluation.

Timelines: The Plan will be agreed upon and finalized by October 1, unless otherwise approved by the College President. The end-of-year evaluation conference is to be conducted no later than May 1 (except for faculty on "Evaluation" status), with self-evaluation materials submitted at least one week before the conference is held.

B. Peer Review Process

Faculty who are covered by this policy shall elect a hearing panel of thirteen (13) members in September of every even-numbered year to serve as peer review team members.

If there is a request for a hearing, the following steps apply:

- Within three (3) days, the College President shall strike four (4) names from the list of panel members and send the list to the faculty member requesting the hearing. Upon receipt of the list, the faculty member shall strike four (4) names from the remaining panel members on the list and return it to the College President within three (3) days. If for any reason the faculty member fails to strike names, the College President shall strike a sufficient number to reduce the members to five (5). The five (5) panel members whose names remain on the list shall constitute the peer review committee. If Salina Area Technical College has fewer than thirteen (13) members on its panel, this process shall be modified in order to provide for three (3) members on the peer review committee.
- The College President shall notify the members of the peer review committee in writing that they have been selected to constitute the committee and shall designate one member to convene a meeting to select a chairperson.
- The chairperson shall give written notice of the time and place for hearing the appeal. The peer review hearing must begin within five (5) days of the committee's notification by the College President.

- A full record of the hearing will be taken in a written format or by recording and thereafter made available to the faculty member and to Salina Area Technical College.
- Within five (5) days after the hearing, the committee shall deliver to the College President the record with written findings of fact and recommendations and shall provide a copy to the faculty member.
- Within five (5) days after receiving the written recommendations, the College President shall issue a decision in writing to the faculty member.
- If the College President agrees with the peer review committee's decision, such decision shall be final. If the decisions of the College President and the peer review committee differ, the faculty member may send to the Board of Trustees Chair a written notice of appeal to the Board. Such notice must be sent by certified mail within ten (10) days of service following the College President's decision.
- The Board review shall be limited to a review of the record. The Board shall consider the appeal within ninety (90) days of receipt of the notice of appeal. The Board shall give written notice of its decision to the parties. The Board's decision shall be final.
- Any and all deadlines may be extended by mutual written consent of both parties.

Article V. Provisional Employment and Disciplinary Action

A. Provisional Faculty

Provisional Period: New faculty shall serve a provisional period from the date of employment until the completion of employment under three (3) consecutive full-year regular contracts. A provisional faculty member shall be nonrenewed at the end of the provisional period unless the College President approves removal from provisional status.

B. Nonrenewal

Nonrenewal Grounds: A provisional faculty member's contract may be nonrenewed without cause at the end of any contract year. A nonprovisional (tenured) faculty contract may be nonrenewed on grounds of below standard evaluations for two (2) consecutive years. Notice of nonrenewal shall be given by April 1. The effective date shall be no sooner than the end of the then current contract year.

Review: There shall be no review of nonrenewal of a provisional faculty member's contract. Within ten days of receiving notice of nonrenewal, a nonprovisional (tenured) faculty member whose contract is nonrenewed shall have the right to request a peer review as provided in Article IV of this agreement.

C. Dismissal, Suspension, or Other Disciplinary Action for Cause

The following shall constitute grounds for dismissal, suspension, and other disciplinary action:

- Insubordination
- Neglect of duty
- Conviction of a felony or acceptance of a guilty plea or a plea of nono contendere to a felony
- Incompetence after notice and opportunity to improve
- Mental or physical disability which, even with reasonable accommodation, substantially interferes with the person's ability to perform the essential functions of the job in question. Termination under this ground shall be in compliance with Federal law which prohibits discrimination against persons with disabilities;
- Failure to fulfill provisions of employment contract; or
- Failure to meet reasonable written and published standards.

Notice: Notice of dismissal, suspensions, or other disciplinary action may be given by the College President at any time and shall state in writing the grounds, effective date and provisions of the action. At least 24 hours before a conference with an administrator during which a faculty member may receive a written reprimand, the faculty member shall be advised in writing of the nature of the meeting. The faculty member is entitled to have present at the conference another faculty member of his/her choice.

Review: A faculty member who is dismissed or suspended in excess of fifteen (15) work days under this policy shall have the right to request a peer review (see Article IV) within ten (10) days of being served notice.

A faculty who is suspended for fifteen (15) or fewer work days or otherwise disciplined shall have the opportunity to provide a written response to the charges which shall be placed in his/her personnel file. A faculty member who is suspended for fifteen (15) or fewer work days may also request, within ten (10) days of service of notice of suspension, a review by the College President.

The review will consist of a meeting between the College President or his/her designee, and the faculty member, at which time the faculty member will be given an opportunity to rebut the facts which support the suspension. The faculty member is entitled to have present at the conference a faculty representative(s) of his/her choice.

Article VI. Reduction in Force

A. Grounds

The ground for reduction in force shall be: Justifiable lack of work, justifiable reduction in a program area, or a reduction or elimination of State funds for purposes of providing post-secondary technical education, and/or other fiscal emergency.

B. Initial Determination

It is the responsibility of the College President to determine whether one of the above situations will require a reduction in force. As soon as it becomes apparent to the College President that a reduction in force is necessary, the College President shall determine the number of reductions which may be accommodated by retirements, resignations, leaves, or other types of normal attrition. At will employees and faculty holding provisional contracts in program area(s) affected shall be reduced prior to the reduction in force of any faculty in the same program area.

C. Criteria for Reduction

When staff reduction cannot be satisfied by any of the above methods, the College President shall identify the faculty member(s) to be reduced in affected program area(s) based upon consideration of service credit, evaluations as defined in this policy, and qualifications.

D. Notice

The College President shall give written notice by May 1 for nonrenewal of the contract for the following school year due to a reduction in force.

E. Rehire

Faculty who have been reduced in force under this policy shall have the right to be rehired into the program from which they were reduced when an opening occurs in a regular position. Such right shall extend for a period of three (3) years from the effective date of their reduction. The President may require a one-year provisional period. Faculty who are rehired shall have all benefits of service credit, salary, and fringe benefits reinstated.

F. Procedure for Determining Program Area and Service Credit Program Areas

The following provisions regarding Program Areas shall apply:

- The College President shall give written notice to each faculty member of the program area to which he/she is assigned at the time of employment.
- Faculty shall be notified of any changes in their program area assignment.

G. Service Credit

Faculty shall accrue service credit on the basis of each year's assignment, as follows:

- Faculty will receive one (1) year's service credit for each year of teaching experience in which they teach over ninety (90) days of the contract year.
- Half-time faculty members who receive benefits and are covered by this policy shall receive service credit on the same basis as full-time faculty, but prorated in terms of the percentage of his/her contract.
- Faculty who are on an interim assignment as administrators shall continue to accrue service credit in their designated program area during the period of the interim assignment up to a maximum of two (2) years.

Article VII. Grievance Procedure

A. Definition

A grievance is a complaint based on an alleged violation, misinterpretation, or misapplication of this agreement.

General Provisions

1. Every faculty member or group of faculty has the right to file a grievance.
2. Failure of a person filing a grievance to act within the prescribed time limits acts as a bar to any further appeal. In the event that the College President fails to respond to a grievance in a timely manner, the faculty member may appeal to the Board of Trustees. All time limits, however, may be extended by mutual agreement.
3. Grievance procedures shall not interfere with or interrupt the instructional program and related work activities of faculty members.
4. The fact that a grievance is raised by a faculty member, regardless of its ultimate disposition, shall not be recorded in his or her personnel file or in any file or record utilized in the promotion process, nor shall a grievance be considered in any recommendations for job placement, nor shall a faculty member be placed in jeopardy or subject to reprisal for exercising his or her right to assert a grievance.
5. Conferences held under this grievance procedure shall be scheduled at a time and place that afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses. The grievant may have a representative of his/her choice present at each stage of the grievance procedure.

B. Procedure

1. An attempt is made to resolve any disagreement in informal discussion.
2. If a disagreement cannot be resolved informally, the faculty member may file a written grievance with the College President within twenty (20) days from the date of the occurrence. The College President will schedule a conference to review the grievance within ten (10) days of the receipt of a written grievance. The College President will make a decision on the grievance and communicate in writing to the faculty member within ten (10) days after the conference. The written decision will recite the factual basis and reasoning for the College President's decision.
3. If the grievance has not been resolved to his/her satisfaction, the faculty member has five (5) days after the receipt of the College President's decision to file a written notice of appeal. The notice will be addressed by certified mail to the Chairman of the Board of Trustees and a copy delivered to the College President. Within twenty (20) days after the written grievance is filed, the Board, or a panel of three board members appointed by the Board, will conduct a formal conference. The Board, or panel, will announce its decision within twenty (20) days of the grievance conference. The decision will be in writing and will state facts upon which the decision is made and the reasons for the Board's decision.

Article VIII. Retirement

A. KPERS

Professional faculty are eligible to participate in KPERS in accordance with Kansas law.

B. Retirement Plan Portfolio – Employer and Faculty Paid Contributions for Faculty Hired Before July 1, 2009

1. A Retirement Plan Portfolio will be established for each faculty member employed by Salina Area Technical College. This portfolio will contain up to two (2) accounts. An Employer Paid Account will be initiated for each faculty member. A Faculty Paid Account will be initiated for each faculty member at his/her request.
2. Faculty employed by USD 305/Salina Area Technical College prior to the 2009-2010 school year will automatically have their Retirement Plan Portfolio transferred from USD 305 to Salina Area Technical College.
3. Salina Area Technical College will contribute \$1,000 per contract year into each faculty member's Employer Paid Account. Contributions will be prorated for faculty who work less than full-time in a certified position and/or are employed for less than a full contract year.
4. Upon beginning his/her 6th consecutive year as faculty employed by USD 305/Salina Area Technical College, each faculty member will become vested in 10% of the amount contained within his/her Employer Paid Account. The vested portion will continue to increase by an additional 10% per year until the faculty member is 100% vested upon beginning his/her 15th consecutive year with USD 305/Salina Area Technical College.

Vesting Schedule

<u>Year(s)</u>	<u>Amount Vested</u>
1 – 5	0%
6	10%
7	20%
8	30%
9	40%
10	50%
11	60%
12	70%
13	80%
14	90%
15	100%

A faculty member who terminates employment with USD 305/Salina Area Technical College after the beginning of his/her 6th year may leave the vested amount in the Employer Paid Account, thereby retaining consecutive vesting status upon returning to a teaching position with USD 305/Salina Area Technical College at a future date.

5. A faculty member may voluntarily contribute from salary an amount of his/her choosing into the Faculty Paid Account. Voluntary contributions may not exceed the amount allowed by Federal and State laws and regulations. A faculty member who chooses to make contributions into his/her Faculty Paid Account will be fully vested in this account immediately.
6. A group of investment options, including Conservative, Moderate and Aggressive investment tracks, have been selected. Faculty must select from these options for all investments into their Retirement Plan Portfolio. Separate investment options may be made for a faculty member's Employer Paid Account and his/her Faculty Paid Account. Employer Paid Contributions for faculty who do not make investment elections will be placed in the Moderate investment track.

NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with qualified providers up to the amount(s) allowed by State and Federal laws and regulations.

7. A faculty member may access the vested portion of his/her Employer Paid Account upon termination of an employment contract with USD 305/Salina Area Technical College.
8. Employer and Faculty Paid Contributions and growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations. Qualified rollover options may allow a terminated faculty member to defer taxation until a later date.
9. If any provision of this plan is determined to be in violation of Federal or State laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board of Trustees.

C. Phase Out Option for Faculty Hired Before July 1, 2009

1. Upon retirement, eligible faculty may choose to relinquish the portion of the vested amount in their Employer Paid Account equal to the amount that would have been in their account had they vested in the Moderate Investment track and thereby participate in the Phase Out Option described below.
2. Eligibility –A faculty member may choose the Phase Out Option if he/she
 - a. Was employed as a faculty member in a certified position by USD 305/Salina Area Technical College during the 2001-2002 contract year.
 - b. Has fifteen (15) years or more of full-time employment as a faculty member in a certified position with USD 305/Salina Area Technical College (uninterrupted by any other employment) immediately prior to retirement.
 - c. Will be less than the age for full Social Security retirement as of August 31 of the year he/she plans to retire.

- d. Retires prior to the 2018-2019 contract year.
- e. Has a combined total age plus credited years of service in KPERs that is equal to or greater than 85.

OR

- f. Meets the requirements of a, b, c and d above and is not less than 60 years of age by August 31 of the year he/she retires.
3. Application – A faculty member may apply for the Phase Out Option by giving written notice to the College President. Such written notice shall be submitted on or before the first (1st) day of April preceding the anticipated retirement date. The College President may waive application of this date under extreme or emergency circumstances. The application shall include the following information:
- a. A statement of the faculty member’s desire to retire and choose the Phase Out Option.
 - b. The anticipated date of retirement.
 - c. The faculty member’s birth date and age on the date of retirement.
 - d. Number of years consecutively employed as a faculty member with USD 305/Salina Area Technical College.
 - e. Whether the faculty member desires health insurance coverage through the Salina Area Technical College health insurance program.
4. A faculty member choosing the Phase Out Option may receive variable annual payments each year beginning in January of the year following his/her retirement and shall receive payments each year until the year he/she reaches the age for full Social Security retirement eligibility as of August 31. The total benefit a qualifying faculty member may receive is \$35,000 (minus any amount in his/her Employer Paid Account which is less than would have been accumulated had the faculty member invested in the Moderate investment tract), or \$7,000 per year, whichever is the lesser amount.
- a. Upon retirement, any amount in the faculty member’s Employer Paid Account that is above the amount that would have been in the account had he/she invested in the Moderate Investment tract will be distributed to the faculty member.
 - b. All Phase Out benefits terminate upon the death of the faculty member.

Article IX. Other

A. Intellectual Property

Salina Area Technical College supports and encourages creativity. It is hoped that the intellectual property created by faculty is shared with other Salina Area Technical College faculty for the benefit of students. Salina Area Technical College will recognize federal copyright and trademark law when dealing with faculty intellectual property.

B. Faculty Assignment and Transfer

Faculty are assigned by the College President to ensure students are taught by faculty within their areas of specialization. A faculty member may request a change in assignment to the College President. No changes will be made unless deemed necessary by the College President. Faculty will be notified in writing of any changes in their assignments as soon as the assignment is made. If reassignment by the College President occurs during the term of an employment contract, there will be no reduction in compensation during that contract term.

C. Liquidated Damages

Because faculty have a continuing contract in Kansas, faculty who resign after May 15 for the following year will be assessed liquidated damages of \$500. In the event a faculty member resigns during the current teaching contract, the faculty member will be assessed liquidated damages of \$1,000.

Liquidated damages may be waived at the discretion of the College President.

D. Early Notification Incentive

Faculty who notify the College President by February 1 of their intent to retire or resign at the end of the current contract year shall receive a \$305 bonus. To be eligible, faculty must complete their current contract.

E. Personnel Files

Personnel files required by Salina Area Technical College shall be confidential and in the custody of the College President. Faculty have the right to inspect their files upon proper notification under the supervision of an appropriate supervisor. All records and files maintained by Salina Area Technical College should be screened periodically by the custodian of records and obsolete materials discarded pursuant to the document retention and destruction policy.

F. Personal Appearance

The Board encourages appropriate dress for all Salina Area Technical College faculty.

G. Safe Schools

If a faculty member is hospitalized or at home under doctor's orders due to an assault arising out of and in the course of his/her employment, no loss of pay or accumulated leave time will occur.

H. Unpaid Sabbatical

A one-semester or one-year sabbatical leave may be granted to one (1) full-time faculty member per school year. Any faculty member with seven (7) years of service to USD 305/Salina Area Technical College is eligible for sabbatical leave. The faculty member on leave shall engage in a program of study submitted to and approved by the College President. As a condition for selection, sabbatical leave will improve the professional competence of the individual. The individual on leave will retain accumulated leave and retirement benefits. Salina Area Technical College will pay up to \$2,000 in sabbatical expenses upon submission of appropriate written documentation and application.