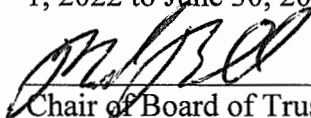


# SALINA AREA TECHNICAL COLLEGE FACULTY NEGOTIATED AGREEMENT 2022-2023

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This agreement applies to faculty members who average 25 hours a week or more during the contract year, here in referred to as “faculty or faculty members.”

This contract shall be in force upon ratification of the Salina Area Technical College Board of Trustees and the Faculty Association. The duration of the contract is from July 1, 2022 to June 30, 2023.

  
\_\_\_\_\_  
Chair of Board of Trustees

9/9/2022  
Date

  
\_\_\_\_\_  
Faculty Negotiations Chair

9/13/2022  
Date

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## Article I. Hours and Amounts of Work

### A. Length of Contract

The base contract for Salina Area Technical College returning faculty will be 173 days: 159 contact days and 14 work/in-service days. The base contract for new faculty will be 178 days: 159 student contact and 19 work/in-service days (new faculty start 3 days earlier in fall and 2 days in the spring):

Contracts which extend a 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. A faculty member will be compensated at his or her daily rate of pay for each extended contract day, or at the rate specified in article III sections C and G.

During the term of the contract, the following schedule shall apply to most faculty:

<b>AY 2022-23</b>	<b><u>Returning Faculty</u></b>	<b><u>New Faculty</u></b>
Fall Contract Days	Aug 11 - Dec 16	Aug 8 - Dec 16
Contact Days	Aug 18 - Dec 14	Aug 18 - Dec 14
Fall In-service	<i>Aug 11-12,15-17; Oct 14; Dec 15-16</i>	<i>Aug 8-12, 15-17; Oct 14; Dec 15 - 16</i>
Holidays/Days Off	Sept 5; Nov 23-25	Sept 5; Nov 23-25
Total Fall Days	88 Days (80 Contact)	91 Days (80 Contact)
Spring Contract Days	Jan 4 - May 10	Dec 19 - May 10
Contact Days	Jan 9 - May 5	Jan 9- May 5
Spring In-service	<i>Jan 4 - 6; May 8 - 10</i>	<i>Dec 19,20, Jan 4 - 6; May 8 - 10</i>
Holidays/Days Off	Jan 16; Mar 13 - 17	Dec 21 – Jan 3, Jan 16; Mar 13 - 17
Total Spring Days	85 Days (79 Contact)	87 Days (79 Contact)
Total Days	173 Days (159 Contact)	178 Days (159 Contact)

### B. Professional Day/ Faculty Workload

Faculty will work a 40-hour work week.

- The instructional day will be approximately 7:30 am to 2:55 pm.
  - Faculty who teach hybrid or online courses may choose to adjust their instructional day by having remote office hours one hour per week per course for up to 5 courses each semester. Remote office hours should be regularly scheduled each week and accessible for student contact.
- Faculty will have a 30-minute, duty-free lunch period.

- Five hours per 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.
- In some programs it might be necessary to hire faculty outside of the normal instructional day, or assign classes in a variety of platforms, such as hybrid, concurrent, and/or online delivery. These assignments will be specifically outlined in the course schedule. The assignment outside of the approximate instructional day must be mutually agreed upon prior to each year of service.

Overload: A full-time faculty member working in excess of 32.5 student contact hours per week will be paid at the overload rate. Full-time faculty may elect to teach additional credits per semester at the overload pay rate w/ approval from the Vice President of Instruction. Full-time faculty may also elect to teach summer classes at the overload pay rate w/approval from the Vice President of Instruction.

### C. General Education Faculty Workload

A full load for general education faculty **and technical faculty whose load is only lecture courses** will be considered 30 credit hours per academic year. All general education faculty **and technical faculty whose load is only lecture courses** will maintain a minimum of 5 conference hours per week on campus and/or online at a time convenient to students. General education faculty **and technical faculty whose load is only lecture courses** teaching more than 30 credit hours per academic year will be paid at the overload rate for any hours more than 30. Faculty may elect to teach additional credits per semester at the overload pay rate with approval from the Vice President of Instruction. Faculty may also elect to teach summer classes at the overload pay rate. The Vice President of Instruction may approve a reduced load in any semester to prevent the student contact hour load from exceeding 21 credit hours per semester. The Vice President of Instruction may approve a lighter or heavier than average load in a given semester if, in the subsequent semester of the same academic year, it is mutually agreed to adjust the load in the opposite direction.

## Article II. Leaves

### A. Leave

**Personal Leave:** Personal leave is provided to faculty to address their physical and mental well-being and enable them to take care of personal matters that cannot be addressed outside the normal workday. It is not intended to be used as vacation. For planned absences, the faculty member must indicate in their leave request or other communication with their supervisor how they plan to cover their classes.

Each faculty member shall be granted ten (10) leave days for each school year. Any unused leave shall accumulate to a maximum of 120 days. Upon retirement or resignation, faculty 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 \$25 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 leave per year from other faculty members.

**Funeral Leave:** Each faculty member shall be granted up to 3 days per year. Additional leave may be used for extended funeral leave, upon request, with supervisor approval.

**Jury / Civil / Temporary Military Leave:** Faculty will be granted paid leave when officially called for jury or civil duty when required by a recognized government or civil authority. The amount of leave granted will not exceed the amount required to fulfill the required duty.

**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.

**Military Leave:** Faculty called to serve temporary military duty will be granted unpaid leave. They will, however, be required to select those duty options which least interfere with the mission of SATC. Further, SATC requires official documentation stating the type of duty and expected duration, as well as a listing of alternative duty assignments, when applicable.

**FMLA Leave:** Family medical leave shall run concurrently with other leave.

## Article III. Salary and Additional Compensation

### A. Salary Provisions and Salary Schedule

Faculty hired on or after July 1, 2009, will be hired using the Faculty Salary Schedule (Appendix A).

Faculty returning to SATC for the 2022 – 23 Academic year, who were employed per this agreement, shall have their base wages for AY2022-23 be the greater of 4% above their AY2021-2022 base wages plus a one-time payment of 1% of the AY2021-2022 base wages, or be placed on the faculty Salary schedule for 2022-23, based upon their current education level and combined years of experience in teaching and industry.

All faculty, as determined at the date of hire, may advance on the pay scale for completion of additional education:

- \$1,000 for completion of an Associate’s Degree.
- For faculty who hold an Associate’s Degree, they may advance on the pay scale \$2,000 for completion of a Bachelor’s Degree (paid in two increments of \$1,000 upon completion of 50% of the remaining credit hours toward the degree requirements and \$1,000 upon full completion)
- For faculty who hold a bachelor’s degree, they may advance on the pay scale \$3,000 for completion of a Master’s Degree.
- Intent to advance must be submitted to Human Resources no later than May 1 to qualify for advancement in the subsequent year. Official transcripts must be received no later than October 1 to qualify for an annual increase (not prorated).

#### FACULTY SALARY SCHEDULE

(see also Appendix A)

#### INITIAL PLACEMENT:

The following faculty salary structure is used for initial placement of new full-time nine-month faculty in most programs\*. A maximum of nine years related work experience may be transferred in.

Entry Level.....	\$47,000
Associate’s Degree.....	\$48,000
Bachelor’s Degree .....	\$50,000
Master’s Degree /PhD.....	\$53,000
Experience, Each Year (max of 9 transferred in) .....	\$600

\*In the future, some new technical programs may require a higher salary structure to attract qualified faculty. Also, the President reserves the right to make unique Salary recommendations based on industry norms. In such cases, this will be reported to the board.

Example #1: Faculty hired with an associate’s degree and six years related work experience.

Base.....	\$48,000
Six years related work experience .....	\$3,600
Beginning Salary.....	\$51,600

Example #2: Faculty hired with a Master’s degree, 13 years related work experience:

Base.....	\$53,000
Nine years related work experience (max) .....	\$5,400
Beginning Salary.....	\$58,400

**B. Benefits**

**Section 125 Cafeteria Plan** - Pre-Tax Benefits allow faculty to pay for certain expenses with money that is deducted from pay before it is taxed. If a faculty is interested in post-tax benefits, please contact the Office of Human Resources.

The following benefits are pre-tax benefits:

- 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
- d. Medical Flex Reimbursement Plan
- e. Dependent/Child Care Costs Flex Plan
- f. Group Term Life Insurance
- g. Dental Insurance
- h. Vision Insurance

Salina Area Technical College also offers a health insurance benefit for those who qualify and choose to take the College’s sponsored insurance plan. SATC will contribute 100% of the single plan rate for health and dental insurance to be used towards the cost of the employee’s health insurance package. The contribution can be used towards single, employee/spouse, employee/children, and family health and dental packages.

Tax Deferred Annuities:

- 1. In accordance with K.S.A. 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**

Upon prior approval from administration, 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 of free tuition per semester at Salina Area Technical College.

#### **E. Pay Day**

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

#### **G. Extended Duties**

Upon prior approval from administration, faculty in the following extended duty assignments may be compensated at the following given rate.

- Concurrent Mentor General Education - \$50 per CEP teacher they mentor, but do not observe; \$100 each class observation.
  - First year – mentor will observe the new CEP instructor each semester (observe each different CEP course taught, but do not observe multiple sections of the same course).
  - Second and Third years – mentor will observe the CEP instructor once each year (observe one CEP course, not every CEP course).
  - If the mentor or SATC administration feels more frequent mentoring is needed, that can be scheduled with the CEP instructor. If after the third year, the administration feels additional mentoring visits are needed, they will be scheduled. General education mentoring includes all identified general education courses taken within technical programs.
- Concurrent Mentor Technical Education - \$250 each class
  - Each repeated course with the same Teacher, Semester, and school - \$125
- Division Chair - \$1500 Each Semester
- Skills USA national championship sponsor - \$250
- Independent Study

- \$100 per credit hour per course per semester for the first student
  - \$50 extra per credit hour per course per semester for the second student
  - \$50 extra per credit hour per course per semester for the third student
  - Maximum of \$200 per credit hour per course per semester, additional students placed into the course will not increase the compensation.
- Others as determined jointly by the College President and individual Faculty or designee.

## **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 will be evaluated at least two times, once in each semester, in the first two consecutive years of employment and at least one time during the third and fourth year of employment. Non provisional faculty (tenured) are evaluated at least once every three 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 observation 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, in-service 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

The Annual Work Plan will be agreed upon and finalized by October 1, unless otherwise approved by the College President. The end-of-year review 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.

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 summarization. The supervisor and faculty member will hold a year-end review conference and preliminary planning session for the following year if the faculty member is to be evaluated again the following year.

#### **Faculty Scheduled for Evaluation**

The supervisor 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 supervisor will consider the faculty member’s self-evaluation, the components listed above, and the supervisor’s classroom observation(s).

There shall be four (4) performance ratings:

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

A faculty member must perform in all areas in order to achieve an Outstanding or Exceeds Expectations rating.

Examples:

	Teaching (70%)	Professional Development (15%)	Service (15%)	Overall
Faculty A	O	ME	ME	EE
Faculty B	EE	ME	ME	EE
Faculty C	O	EE	ME	EE
Faculty D	EE	O	ME	EE
Faculty E	O	O	ME	O
Faculty F	EE	EE	ME	EE
Faculty G	O	EE	O	O
Faculty H	ME	O	O	EE
Faculty I	O	O	EE	O
Faculty J	EE	O	O	EE

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 or unsatisfactory" for two years in a row will be terminated. The faculty member may appeal the termination by following the Peer Review Process in section B.

A faculty member may submit a written response to any evaluation. The response will be attached to the evaluation. All evaluations are kept in Human Resources.

## **B. Peer Review Process**

A non-provisional (tenured) faculty member who has a second unsatisfactory review may request a peer review panel within five days of the evaluation. Five names will be drawn at random from the current pool of tenured faculty. A faculty member whose name is drawn must be able to serve on the review panel within ten days; otherwise, another name will be drawn."

The faculty member and administration will present evidence to the panel. Within five (5) days after the hearing, the committee shall deliver to the College President a written recommendation and provide a copy to the faculty member. Within five 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 recommendation, such decision shall be final. If the College President and the peer review committee differ, the faculty member may appeal to the Board of Trustees within five days of the President's decision.

Board Appeal: The President will contact the Board Chair who will select a panel of three board members to hear evidence from the faculty and administration within 15 days of receiving notice. The Board Chair shall give written notice of its decision to the parties within 10 days of the hearing. The Board's decision shall be final.

Any and all deadlines may be extended by mutual 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 faculty member is tenured after the successful completion of the provisional period.

### **B. Nonrenewal**

Nonrenewal Grounds: A provisional faculty member's contract may be nonrenewed without cause at the end of any contract year. A non-provisional (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 tenured faculty member 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 nolo 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 meet reasonable written and published standards.
- Failure to fulfill all SATC Instruction policies and procedures

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. Any individuals hired on or after July 1, 2009 are not eligible to receive the employer funded retirement contributions. All eligible employees hired prior to this date will continue to receive the employer funded retirement plan contributions as they currently are.

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 6<sup>th</sup> 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 15<sup>th</sup> 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 6<sup>th</sup> 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. Faculty Qualifications**

Salina Area Technical College employs qualified faculty in technical and general education according to the faculty hiring qualifications outlined in policy, and in accordance with the Higher Learning Commission guidelines.

- Technical program college faculty must complete a minimum of an AAS Degree. An instructor who needs 15 credits to complete the AAS Degree must have the degree completed within three years of initial contract start date.
- An instructor who needs more than 15 credits to complete an AAS Degree must have the degree completed within four years of initial contract start date.
- Any instructor who has completed at least 75% progress toward the AAS Degree may be granted an additional year upon approval from the President.

### **B. 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.

### **C. 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.

### **D. 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 \$1,000. In the event a faculty member resigns during the current teaching contract, the faculty member will be assessed liquidated damages of \$2,000.

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

### **E. 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.

### **F. 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.

**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.



## Appendix A

### SALINA AREA TECHNICAL COLLEGE FACULTY SALARY SCHEDULE

2022-23				
Experience	Base	Associates 60 hrs	BS/BA	MS/PhD
0	\$47,000	\$48,000	\$50,000	\$53,000
1	\$47,600	\$48,600	\$50,600	\$53,600
2	\$48,200	\$49,200	\$51,200	\$54,200
3	\$48,800	\$49,800	\$51,800	\$54,800
4	\$49,400	\$50,400	\$52,400	\$55,400
5	\$50,000	\$51,000	\$53,000	\$56,000
6	\$50,600	\$51,600	\$53,600	\$56,600
7	\$51,200	\$52,200	\$54,200	\$57,200
8	\$51,800	\$52,800	\$54,800	\$57,800
9	\$52,400	\$53,400	\$55,400	\$58,400