AGREEMENT

BETWEEN

THE BUTLER COMMUNITY COLLEGE

And

THE BUTLER COMMUNITY COLLEGE EDUCATION ASSOCIATION

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INTRODUCTION

The Board of Trustees of The Butler Community College (hereinafter referred to as the “Board”) and Butler Community College Education Association (hereinafter referred to as the “Association”), as representative of the full-time professional employees (as defined in K.S.A. 72-5413), including instructors (which incorporates lead instructors), academic advisors and counselors, of Butler Community College (hereinafter referred to as “Professional Employees”), enter into this Agreement covering the following terms and conditions of professional service for the school years 2011 - 2012, 2012 - 2013, 2013 - 2014, with a reopener for salary and insurance for 2012 - 2013 and 2013 - 2014. Salary is defined as existing salary, base salary, overload, and summer school rate of pay.

ARTICLE I – RIGHTS OF THE ASSOCIATION

A. The Association shall have the right to use College facilities and equipment, subject to availability and scheduling as directed by the Administration. The Association shall pay for the cost of supplies, but no charge shall be made for use of facilities and equipment.

B. The Association shall have the right to post official Association notices on Professional Employee bulletin boards and to use College mail services and Professional Mail boxes for such official Association notices to Professional Employees. The Association has the right to the use of the college’s e-mail and web-site.

C. The BCCEA will be represented at Budget and Policy Review Team meetings.

D. Executive Council shall distribute its agenda to the Education Association President so that he/she may attend when items of interest are on the agenda.

E. The Board shall make information available to the Association upon request as provided by law.
F. The Association shall be consulted before a Professional Employee position is reclassified outside the bargaining unit.

G. The Association may request items to be placed on the written agenda of the Board as provided by the policies established by the Board.

H. At each Professional Employee’s option, Association dues will be withheld from monthly payroll checks in ten (10) equal installments, provided the Association has obtained appropriate written authorization from the Professional Employee for the withholding of such dues and presented the to the Director of Human Resources by October 15 of each year. Such authorization shall continue in effect until formerly revoked in writing by the Professional Employee and copies thereof delivered to the Association and the Director of Human Resources.

I. Copies of this Agreement shall be printed at the expense of the College and a copy shall be mailed to all Professional Employees by the Human Resources Director of Butler Community College. The Board shall furnish three (3) copies of this Agreement to the Association for its use.

ARTICLE II – RIGHTS OF THE BOARD

The Board shall operate and manage the College. It is understood that the rights of Professional Employees are set forth throughout the balance of this Agreement. Such rights shall not be abridged by this Rights of the Board clause. However, subject only to the express limitations set forth elsewhere in this Agreement, the Board shall continue to hire, transfer, promote and demote employees; to discipline, reprimand, suspend or discharge employees for just cause; to lay off and recall employees; to determine work load, office hours, qualifications for advancement, assignment of work, and select Professional Employees (Deans and Directors, following the review of recommendations, if any, from concerned faculty); to make administrative evaluation of employees; to extend contracts; to determine the number of employees to be used in any classification or activity; to prepare, enter into and execute employment contracts between any Professional Employee and the Board which shall include by reference this Agreement; to
The above rights are not all inclusive but enumerate by way of illustration the type of rights which belong to the Board. All other rights, powers or authority which the Board had prior to the signing of this agreement are retained, by it, except those which have been specifically abridged, delegated or modified by this Agreement; it being understood and agreed that nothing in this Agreement shall restrict or modify the rights and duties of the Board as provided by law.

ARTICLE III – SHARED GOVERNANCE

In support of the vision, mission, values and guiding principles of Butler Community College, the Board and the Association recognize their joint responsibility for open communication and the mutual benefits which are derived from a philosophy of shared governance that is focused upon the continued improvement of the College. Guided by the belief that those affected by policy or procedure should participate in its development, the Board and the Association agree to work together in the formulation of policy and procedure, subject to the legal obligations of the Board or its designees to make final decisions on such matters. Both parties also recognize the value of sharing in decisions, which impact Professional Employees, students and future planning of the College.

The BCCEA President, or designee, will participate as a member of Budget and Policy Review Team (BPRT), represent faculty at major College functions, and communicate with the Board at regular monthly meetings. In recognition of this contribution, the BCCEA President or
designated representative will receive compensation equivalent to three (3) credit hours overload
or release time for the fall and spring semesters.

ARTICLE IV– APPLICABLE LAWS

The Board and the Association agree to abide by all valid, applicable laws.

ARTICLE V – PROFESSIONAL WORKLOAD

A. School Year Contract. The school year contract will consist of 183 working days
for all Professional Employees, unless otherwise agreed. Supplemental duties
and compensation for Professional Employees shall be stated in separate
supplemental contracts as provided by K.S.A. 72-5412(a). School year contract
start and end dates may differ from standard dates when mutually agreed upon
by the Professional Employee and the Dean or Director.

B. Normal Professional Workload.

1. Instructors. The normal professional workload for Instructors shall
consist of fifteen (15) credit hours or their equivalent per semester, or thirty (30) credit
hours or their equivalent per year. The normal workload for Academic Achievement
Center instructors shall consist of thirty-five (35) hours per week with 21 hours of
instruction time, nine (9) hours for office/planning time and five (5 hours designated
for student consultation that will be adjusted as necessary and in consultation
between the dean and the affected Professional Employee as enrollment shifts
occur. This normal workload may be assigned for any combination of day, night or
weekend hours at any Butler Community College site. The administration will attempt to
schedule the majority of the Professional Employee’s workload at the Professional
Employee’s primary site. Professional Employees may choose to deliver programs on an
alternative schedule, with no additional hours and no reduction of pay, when pre-
approved by the Dean.

Instructors who have Cooperative Education assigned as a part of their regular
workload will be compensated as a percentage of their normal professional workload and
their thirty-five (35) hours per week on campus requirement. For example, an instructor
who is assigned three (3) hours of release time for Cooperative Education would be assigned three fifteenths (3/15th) or twenty percent (20%) of thirty-five hours or seven (7) hours per week for Cooperative Education duties.

Remuneration or release time for instructors assigned independent study or open entry/open exit courses (except Academic Achievement Center) shall be computed at twenty-four (24) clock hours is equivalent to one (1) credit hour.

2. **Counselors**. The normal workload for Counselors shall consist of thirty-five (35) hours per week. This normal workload may be assigned for any combination of day, night, or weekend hours at any Butler Community College site.

3. **Advisors**. The normal workload for Advisors shall consist of thirty-five (35) hours per week. This normal workload may be assigned for any combination of day, night, or weekend hours at any Butler Community College site.

C. **Overload**.

1. **Instructors**. Overload is defined as a professional workload which exceeds thirty (30) credit hours or their equivalent per year or thirty-five clock hours per week for Academic Achievement Center Instructors.

2. **Counselors**. Overload is defined as a professional workload which exceeds thirty-five (35) clock hours per week.

3. **Advisors**. Overload is defined as a professional workload which exceeds thirty-five (35) clock hours per week.

D. **Special Projects**.

Special Projects shall consist of duties that a specific goal and specific completion date and are set forth in a written agreement with the College. Special projects, which are considered overload, shall be paid at the same rate as overload pay and shall be assigned only by agreement with the Professional Employee. The amount of release time and/or overload hours applicable to Professional Employee’s duties will be determined by the Dean or Director.
E. **Work Week**

1. **Instructors.** Instructors shall fulfill a thirty-five (35) hour work week. If an instructor’s normal professional workload includes night, weekend, or off-campus classes, travel time and classroom time will be considered to be part of the thirty-five (35) hour work week. Contact hours in excess of credit hours are counted as part of the required thirty-five (35) hours per week. Each instructor must file a schedule of classes, labs, and office hours with the appropriate Dean after classes begin each semester; this schedule must include a minimum of five hours per week for student consultation. The remaining balance of the thirty-five (35) hour work week will be used to fulfill instructors’ professional duties and responsibilities. Instructors teaching on-line courses may teach such courses from their home for the number of hours equivalent to the credit hours of the on-line class(es). These hours must be reflected in the instructor’s office door schedule.

2. **Counselors.** Counselors shall be required to be on campus for thirty-five (35) hours per week. If a counselor’s normal professional workload includes night, weekend or off-campus work, a reduction for actual travel time and working hours will be made from the number of hours the Counselor is required to be on campus.

3. **Advisors.** Advisors shall be required to be on campus for thirty-five (35) hours per week. If an advisor’s normal professional workload includes night, weekend or off-campus work, a reduction for actual travel time and working hours will be made from the number of hours the Advisor is required to be on campus.

F. **Major Responsibilities.**

1. **Instructors.** Butler Community College exists to develop responsible involved lifelong learners and to contribute to the vitality of the community it serves. In order to accomplish our mission and to foster our over-arching guiding principle of student-centered learning, faculty responsibilities are outlined in Attachment A of this Agreement.
2. **Counselors.** Butler Community College exists to develop responsible involved lifelong learners and to contribute to the vitality of the community it serves. In order to accomplish our mission and to foster our over-arching guiding principle of student-centered learning, Counselor responsibilities are outlined in Attachment C of this Agreement.

3. **Advisors.** Butler Community College exists to develop responsible involved lifelong learners and to contribute to the vitality of the community it serves. In order to accomplish our mission and to foster our over-arching guiding principle of student-centered learning, Advisor responsibilities are outlined in Attachment C of this Agreement.

4. **Conduct.** Professional Employees must conduct themselves in such a way as to set an example of good citizenship, consistent with laws of the United States and the State of Kansas and in a way which will command the respect of students, other Professional Employees, and the community.

G. **Class Size and Assignment.** Maximum class sizes and assignments will be determined by the Vice President for Academic Affairs after consultation with the Dean. The Deans, in consultation with leads and department faculty, shall review class sizes and identify appropriate class size maximums. Class size will not exceed safety and comfort factors associated with room size or level of interaction/supervision needed for effective learning and safe student to teacher ratios as determined by Deans and Lead faculty and/or external agencies. Professional Employees will be notified of class sizes and assignments prior to implementation. Instructors may propose a teaching schedule allowing Dean flexibility to change assignments with consideration given to: credentials, equitable distribution of hours and number of class preparations. The Dean shall communicate changes and rationale to instructors. Instructors will be allowed to offer competency based courses (rather than seat time) with Dean approval. Professional employees can request a change in their primary site and Deans will consider the request. Deans shall put in writing the reasons for the decision. Instructors may, upon request, have a meeting with the Vice President of Academic Affairs and Dean. Once classes have made,
designation of overload and multiple site pay will maximize overload and multiple site pay and will be consistent across the divisions. Notice of any changes will be given to the Professional Employee involved one week prior to classes beginning. When an overload class does not make, the Dean will attempt to reassign the instructor to another class if one is available and appropriate. Instructors teaching on-line courses will have a maximum class size of fifteen (15) the first semester. After the first semester, the maximum class size will be eighteen (18) and the instructor will be paid at the same rate as the like traditional class. Exceptions to the on-line class size maximums may be made by the Dean when necessary to accommodate students in cases such as institutional error, process timing issues, and verifiable certification or degree needs. On-line maximums may be exceeded when based on mutual consent of the Dean and the instructor.

H. Reporting for Duty. All Professional Employees shall report for duty on the date each year specified by the President.

I. Extra-Curricular Involvement and Committee Assignments.

1. General. Professional Employees shall assist with student counseling, advising, and enrollment services.

2. Committees and Task Force. Assignment to college committees and task forces is considered a regular part of a Professional Employee’s duties, but no Professional Employee shall be responsible for serving on more than two committees/task forces (including all forms of program review/assessment) by administrative appointment and every Professional Employee must be actively engaged in one committee or task force, excluding program advisory committees.

3. Sponsors and Extra-Curricular Student-Related Activities. Sponsors, coaches, directors and coordinators of extra-curricular student-related activities, as mutually agreed between the Professional Employee involved and the Administration, shall have release time applicable to Professional Employee’s duties as determined by the Dean and approved by the Vice President for Academic Affairs.
J. **Outside Employment.** The primary obligation of full-time Professional Employees is owed to the Butler Community College. A Professional Employee will not engage in outside employment on campus or with College facilities where the employment affects adversely his/her professional responsibilities to the College or where the employment affects adversely his/her professional status or impairs his/her standing with students, associates, or the community.

K. **Prohibited Sales.** Unless a Professional Employee has received permission from the Professional Employee’s appropriate Dean or Vice President, the Professional Employee shall not sell any product or service to the College or to employees or students of the College during the Professional Employee’s working hours nor on College property.

L. **Mandatory College-Wide Activity Days.** Participation in required college-wide activity days is considered a regular part of a Professional Employee’s duties and these days are regarded as contractual work days:

1. **In-Service.** Two (2) days during the week prior to classes starting at the beginning of each semester and one (1) in-service day after the start of each semester.

2. **Commencement.** Participation in commencement counts as part of the 35-hour work week. Hours associated with commencement leave time will be calculated as 2.5 hours for one (1) commencement exercise and five (5) hours for two (2) commencement exercises.

All leave provisions of this contract pertain in the same manner as they pertain to days when classes are in session. Attendance will be taken to ensure that the leave policy is consistently applied. All requests for personal leave in lieu of attending the above college-wide activity days must be submitted to the appropriate supervisors prior to the event. For other types of leave, supervisors will complete leave slips when extenuating circumstances arise.

Attendance at all athletic/extra-curricular activities is voluntary for Professional Employees unless the Professional Employee’s normal professional workload includes participation in the athletic/extra-curricular activity.
ARTICLE VI – CODE OF ETHICS

Principle I  
Commitment to the Student

The Professional Employee strives to help each student realize his or her potential as a worthy and effective member of society. The Professional Employee therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfillment of the obligation to the student, the Professional Employee:

- Shall foster independent action in the pursuit of learning.
- Shall foster student access to varying points of view.
- Shall foster fair and objective presentation of the subject matter relevant to the student’s progress.
- Shall foster protection of the student conditions harmful to learning or to health and safety.
- Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly:
  a. Exclude any student from participation in any program, course, or services.
  b. Deny benefits to any student.
  c. Grant any advantage to any student.
- Shall foster only professional relationships with students.
- Shall protect information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

Principle II  
Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service. In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the Professional Employee shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons. In fulfillment of the obligation to the profession, the Professional Employee:

- Shall accurately represent his/her professional qualifications.
- Shall assist entry into the profession only those persons known to be qualified in respect to character, education, or other relevant attributes.
- Shall avoid knowingly making a false statement concerning the qualifications of a candidate for a professional position.
• Shall protect information about colleagues obtained in the course of professional service unless such disclosure serves a compelling professional purpose or is required by law.
• Shall avoid making false or malicious statements about a colleague.
• Shall not accept any gratuities, gifts, or favors that might impair or appear to influence professional decisions or action.

Principle III
Commitment to Butler Community College

Each professional employee advances the mission of Butler Community College to develop responsible, involved lifelong learners and to contribute to the vitality of the communities served by the college. As the foundation for accomplishment of the college’s mission, each professional employee:

• Shall foster the Butler Community College timeless institutional values:
  o Quality
  o Integrity
  o Service
  o Caring

• Shall support the development within our students of the identified Learning PACT Skills:
  o Personal Development Skills
  o Analytical Thinking Skills
  o Communication Skills
  o Technological Skills

• Shall foster a student-centered learning environment as the college’s overarching guiding principle.
• Shall foster a climate of excellence through personal growth and professional development.
• Shall support the development of safe, functional and inviting facilities to meet current and future needs and an integrated information system to facilitate student learning, effective decision-making and strategic planning.
• Shall value linkages and partnerships for the economic and social well-being of those we serve.
• Shall be good stewards of the resources entrusted to them.
• Shall support a future-based planning model that allocates limited resources for optimum effectiveness, productivity and efficiency.
• Shall have the right to exercise academic freedom, within the law, for inquiry, teaching, research, and the pursuit of knowledge. In the exercise of this academic freedom, Professional Employees may, within the law, discuss their own subject areas in the classroom, including controversial materials, as long as such discussions and materials are relevant to the subject area and Professional Employees distinguish between personal opinions and factual information.

In addition to the above Code of Ethics, Professional Employees are expected by signature, to indicate they have receive and read the College’s Standards for Best Ethical Practices.
ARTICLE VII– LEAD INSTRUCTOR – Release Time/Overload Time

Lead Instructors report to and are appointed by the Dean. Lead Instructors fulfill a leadership role in instruction within a specific department or instructional unit. In addition, they coordinate instruction and activities within the department or instructional unit. This position serves primarily as content specialist, communications facilitator and curriculum leader within the department.

The Dean and Lead Instructor will cooperatively develop departmental lead position descriptions utilizing the Lead Instructor core responsibility list (Attachment B). These Departmental lead position descriptions will be reviewed on an annual basis by the Lead Instructor, Dean, and Vice President for Academic Affairs and revised as necessary.

Compensation for lead duties shall not be less than one (1) credit hour and no more than six (6) credit hours per semester that can be in the form of release time or overload or a combination of both, as determined by the Vice President for Academic Affairs in consultation with the Dean and Lead Instructor in the Spring preceding the next academic year. Credit hour load compensation factors will include consideration of the number of adjunct faculty and campus sites under the lead instructor’s supervision, the number of programs/sections, and the intensity of duties.

ARTICLE VIII– COMPENSATION

A. Salary

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

2. Base Salary – Professional Employees. The Base Salary is defined as the first step on the Hiring Schedule. The following Base Salary shall be in effect for the 2011 - 2012 school year:

   Less than Masters Degree: $35,216 2011 - 2012

3. Placement of New Professional Employees – Professional Employees first employed for the 2004-2005 school year or thereafter shall be given a level designation based on their degree as set forth above, and may be granted increments of $500.00 above the
base of his/her level for each year of teaching and/or work experience. Experience will be subject to evaluation and be directly related. For every year of experience teaching at Butler Community College in an adjunct or part-time capacity, the professional employee will receive one-half (1/2) year of experience. For every year of experience in advising/counseling at Butler Community College in an adjunct or part-time capacity, the professional employee will receive one-half (1/2) year of experience. Maximum for prior teaching and/or work experience to be $6000.00.

Professional Employees shall be hired subject to the following “Hiring Schedule.” New temporary professional employees shall be placed according to the hiring schedule and receive benefits accorded to all Professional Employees with all expectations identified in the Master Agreement, including committee work, if assigned.

**2011 - 2012 Hiring Schedule**

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<td>11</td>
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<td>44,416</td>
<td>46,016</td>
<td>47,616</td>
<td>48,416</td>
</tr>
</tbody>
</table>

4. Placement of Professional Employee Returning to the Bargaining Unit (Internal).

Any full-time Professional Employee (as defined in the Introduction), who accepts a full-time job with the College not covered by this Agreement may at a later time apply for an advertised job covered by this Agreement. If selected for the job within a three (3) year period, the individual will resume all rights and privileges that he/she would have had if he/she had continued in the Professional Employee status without interruption, including any compensation increases applicable to the job during the time spent in a non-bargaining unit job.
5. **Placement of Previously Employed Professional Employees**

If a previously employed Professional Employee, is selected for a job covered by this Agreement within three (3) years, he/she shall return to the College with all rights and privileges he/she had and his/her salary shall be the greater of the salary at the time he/she left or by placement on the hiring schedule.

6. **Inequity Adjustments.** Should a change in base salary result in salaries for new Professional Employees that are within $500.00 of salaries for equivalent existing full-time Professional Employees, then the equivalent existing full-time Professional Employee’s salary will be increased up to a point where it is equal to the new Professional Employee’s salary plus $500.00.

7. **Advancement.** Educational Advancement pay results from successful completion of pre-approved professional-development activities as reflected in the Professional Employee’s Professional Development Plan or graduate level coursework that directly relates to the discipline and applies to an advanced degree plan. If the Professional Employee already has earned a terminal degree, the coursework must still directly relate to the discipline, but not necessarily be applicable to an advanced degree. The Professional Employee initiates the pre-approval process by submitting the Request for Educational Advancement Pay (REAP) form to the appropriate Dean/Director prior to each activity. Butler CTE workshops/courses do not require pre-approval. The following criteria will be applied for approval of educational advancement pay:

1. Activities intended for educational advancement pay must be clearly related to stated goals included on the Professional Development Plan. The Professional Employee may make specific amendments to the Professional Development Plan during the year in consultation with the appropriate Dean or Director.

2. Activities provided at the expense of the college cannot be used for educational advancement pay. **Butler Community College courses paid for by the Professional Employee and courses/workshops offered through the Office for Faculty Development** can be used. These activities, approved according to the guidelines outlined
above, shall not be completed on college time. College classes or other activities participated in during a sabbatical leave may qualify for Educational Advancement purposes.

3. Equivalency credit is assigned to professional development activity, other than college credit hours. Such activity may include:

- Attendance at pre-approved workshops, seminars and/or professional conferences. Credit hour equivalency will be calculated based upon the formula of fifteen (15) clock hours equals one (1) credit hour.

- Presentations at pre-approved workshops, seminars and/or professional conferences will be calculated at fifteen (15) clock hours [one (1) credit hour] beyond the above attendance formula. The same presentation may not be repeated for credit beyond the attendance formula.

- Professional development activity may also include publication of research, creative non-fiction, fiction, theatrical plays, poetry, musical composition, photography, graphic art or film in recognized venues, such as juried and/or peer-reviewed journals, or publications, as well as external publications such as instructors’ manuals, test banks, or other text book ancillaries. Such publications will be recognized at:
  
  (a) a rate of fifteen (15) clock hours (1 credit hour) for a paper, fiction piece, poem, play, other essay, musical composition, artistic display in a gallery or juried competition, or other performance activity;
  
  (b) thirty (30) clock hours (2 credit hours) for a monograph or chapbook (less than 48 pages);
  
  (c) forty-five (45) clock hours (3 credit hours) for instructors’ manuals, test banks, other text book ancillaries or for each half-hour of professionally produced films, with or without school equipment and personnel; and
  
  (d) 135 clock hours (9 credit hours) for publication of a book in the Professional Employee’s field of study – the Professional Employee may serve as author, compiler or editor, with compensation pro-rated depending
upon Professional Employee’s relative role, i.e. co-author, co-author with two partners, etc.

• Other pre-approved activities, including, but not limited to internship, research, and educational travel will be considered on an individual basis through agreement of the Professional Employee and the Dean or Director.

A Professional Employee shall receive an $900.00 increase in the Professional Employee’s base salary for each nine (9) additional credit hours or 135 clock hours or any combination, first approved in writing by the administration and then obtained by the Professional Employee to take effect the beginning of the Professional Employee’s next contract year. A Professional Employee shall also receive a one time payment of $150.00 for each nine (9) credit hours (or equivalent) approved in writing by the administration. The one time payment shall be made to the Professional Employee within the pay period immediately following receipt of all supporting information in the Human Resources Office. Educational Advancement increments shall be limited to two (2) per contract year and/or six (6) in a three year period.

After a Professional Employee earns forty-five (45) approved professional development units, these units can be redeemed for a one time payment of $350.00 or they can be applied to the total units needed to earn a salary advancement. Once they are redeemed for a one time payment they cannot be used toward salary advancement.

Human Resources shall conduct an annual random sample review of the prior year’s approved Educational Advancement/Professional Development activities across the divisions to monitor consistency of rigor and appropriateness with the Professional Employee’s Professional Development Plan. All activities that have been approved and completed will be posted on the Faculty tab in Pipeline annually.

The following process will be used for requesting educational advancement pay:

1. The Professional Employee must complete the Request for Educational Advancement Pay (REAP) form and submit the completed form to his/her dean/director-level supervisor for pre-approval.
2. Approved REAP forms will be forwarded by the dean/director –level supervisor to the Office of Human Resources. Human Resources will acknowledge receipt and send a copy of the acknowledged approval to the Professional Employee.

3. Documentation of the completion of the approved activity must be in the Office of Human Resources by September 16 in order to authorize adjustments in pay. Acceptable documentation will include transcripts of college courses, proof of attendance (conference agenda, letter from presenter, etc.) at professional conferences, or certificates from conferences and/or training. Copies of any special project agreements must be included as part of this documentation.

4. Should the Dean or Director deny pre-approval and/or final verification of Educational advancement activity(ies), the Professional Employee may submit the REAP form, including any documentation related to the activity(ies) to the Educational Advancement Council. The Council will consider each activity in accordance with the above criteria, then render a decision regarding approval/denial of the activity or documentation. The Council will notify the Professional Employee and the Dean or Director of its decision. Professional Employee’s may appeal the decision of the council through established grievance procedures as outlined in Article XI – Grievance Procedure.

8. **2011 - 2012 Salary Increase for All Existing Professional Employees.** Each existing full-time Professional Employee under this Agreement shall receive a 1.75% increase for the 2011 - 2012 school year (said increase to take effect upon ratification of this Agreement retroactive to the beginning of the 2011 - 2012 school year) in addition to any inequity adjustments under Subsection 6 above and any increase obtained by Advancement under Subsection 7.

9. **Exceptions.** The salary of a Professional Employee may be increased for any one year in case of unusual merit, or an increase provided by this Agreement may be withheld for any one year in case a Professional Employee is placed on probation if such exception, in judgment of the Board, would be for the best interest of the College.
10. **Overload Pay.** Overload pay is to be computed as follows: For classroom activities (except Academic Achievement Center activities and Business Performance Group courses) $562.00 per credit hour for the 2011 - 2012 school year. If a class with less than 10 students is offered by mutual consent of the professional employee and the dean, then the instructor will receive the same amount of pay as if the class had ten (10) or more. When Academic Achievement Center and non-classroom activities, such as retention studies, activities coordination, peer consultation, counseling, advising, and enrollment are considered overload, they shall be paid at the rate of 24 clock hours equal one semester credit hour.

A Professional Employee who is assigned any combination of thirty (30) credit hours per year shall not be entitled to an overload pay adjustment. For example, the Board may assign Professional Employees sixteen (16) credit hours the first semester and fourteen (14) credit hours the second semester, with no overload pay adjustment. The Board is not obligated to pay overload pay to a Professional Employee who teaches less than thirty (30) credit hours or their equivalent per year. However, there will be no reduction in base contract salaries for Professional Employees who teach less than thirty (30) credit hours per year, exclusive of summer school.

A Professional Employee who is assigned responsibilities as Coordinator for Departmental Program Review/Assessment shall receive one (1) hour of overload pay per semester for a maximum of two (2) credit hours when said assignment is above the Professional Employee’s normal professional workload. If the assignment is a part of the Professional Employee’s normal professional workload, one (1) hour release time per semester for a maximum of two credit hours will be provided to complete the assignment.

Overload salaries for the fall semester shall be paid in September, October, November, December and January. Overload salaries for the spring semester shall be paid in February, March, April and May. First eight week overload salaries for the fall semester shall be paid in September and October. Second eight week overload salaries for the fall semester shall be paid in October, November, December and January. First eight week overload salaries for the spring
semester shall be paid in February and March. Second eight week overload salaries for the spring semester shall be paid in March, April and May.

11. **Multiple Site Pay.** Professional Employees shall receive $125.00 per credit hour for classes assigned as a part of their normal professional workload at sites other than their primary site. The term “primary site” shall mean the location where a Professional Employee is assigned a majority of their load.

1. The Administration will advise Professional Employees in writing of their primary site for each semester. The following locations (including a 3-mile area around the location) will constitute a site under this Article:

   - City of El Dorado
   - City of Andover
   - City of Augusta
   - City of Towanda
   - City of Rose Hill
   - City of Wichita
   - City of Winfield
   - City of Derby
   - Remington High School
   - McConnell Air Force Base
   - Any one location in the Flint Hills Outreach Area

12. **Summer School Pay.** Professional Employees teaching classes during summer school shall be compensated at the rate of **$562.00** per credit hour of summer school classes taught. The contracts of Professional Employees for summer school classes shall be for a minimum of six (6) credit hours, unless Professional Employees agree with the Dean and Vice President for Academic Affairs to teach less than six (6) during summer school, at the rate of **$562.00** per credit hour taught.

   If a Professional Employees summer classes do not make, the Professional Employee may be assigned administrative duties or special projects at a rate of 24 clock hours equals one (1) credit hour. A list of special projects will be developed by the administration by the start of the summer semester and be distributed to full time Professional Employees who have agreed to teach in the summer, with the flexibility to add additional projects as needs arise. The list will be used to determine if the Professional Employee is willing to do a special project or administrative duties if their
class does not make. The assignment will be made by the Division Dean after discussion with the Professional Employee.

When Academic Achievement Center and non-classroom activities, such as retention studies, activities coordination, peer consultation, counseling, advising and enrollment, are considered summer load, they shall be paid at the rate of 24 clock hours equals one semester credit hour.

13. Canceled Overload Class Pay. Professional Employees whose overload classes do not fill shall be compensated at the rate of $20.00 per clock hour for overload classes which meet and are later canceled.

14. Direct Deposit. Professional Employees may request that their paychecks be direct deposited to their bank account. Professional Employees who desire this service shall complete a direct deposit authorization form which is available in the payroll office.

B. Group Insurance. The College shall make available a medical insurance plan for eligible Professional Employees and for retired employees (if required by Kansas statutory provisions) and pay monthly insurance premiums of $456.60 during the 2011-2012 school year for each current Professional Employee who takes single coverage and $1039.38 during the 2011-2012 school year for each current Professional Employee who takes dependent coverage under such plan.

The balance of such insurance premium costs may be paid by Professional Employees under the 125 plan discussed in Paragraph C, 125 Plan.

If the Board determines that the insurance carrier or coverage is not appropriate or not available, it may develop a new medical plan and select new insurance coverage and/or a new insurance carrier, as it deems appropriate, after consultation with the Association.

C. 125 Plan. The 125 Plan shall provide Professional Employees the ability to reduce their taxable salary up to the value of items which may be paid through the Plan.

D. Retirement and Early Retirement.

1. Early Retirement. Current, full-time Professional Employees who are eligible for early retirement under KPERS and have ten (10) years of continuous full-time service as established
by Board policy may continue in the College’s medical insurance. The College shall pay the applicable percent of the health insurance premium for the Professional Employee in accordance with the insurance plan being utilized by the Professional Employee at the time of retirement according to the following scale:

- 50% for 10 years if retirement occurs at age 55
- 60% for 9 years if retirement occurs at age 56
- 70% for 8 years if retirement occurs at age 57
- 80% for 7 years if retirement occurs at age 58
- 90% for 6 years if retirement occurs at age 59
- 100% for 5 years if retirement occurs at age 60

2. The College will provide participation in the College’s Group Health Insurance plan for retired Professional Employees as prescribed by Kansas and/or Federal Law.

3. Professional Employees with at least ten (10) consecutive years at Butler and who retires with KPERS will receive a cash payment for unused sick leave up to a maximum of thirty (30) days if they retire prior to their 61st birthday. Starting with age 61 the sick leave pay would be for a maximum of eighteen (18) days.

4. All current, full-time professional employees with ten (10) or more years of continuous full-time service to the College who are between the ages of 60 and 65 and are qualified to receive KPERS retirement benefits are eligible for the College’s early retirement plan. A lump sum payment of $1,000 for each year of retirement prior to 65 with the maximum of $5,000 will be paid to the professional employee.

ARTICLE IX – TRAINING AND CONSULTING FOR PUBLIC AND CORPORATE PARTNERS

A full-time Professional Employee may teach courses or serve as a contract trainer for the Business Performance Group when said responsibilities are above the Professional Employee’s normal professional workload at a rate of pay as determined by the Executive Director of Corporate Services on a case-by-case basis in accordance with market demand. The Executive Director of Corporate Services shall determine the rate of reimbursement for mileage and other expenses of trainers as determined by each training proposal that is accepted by business and industry. The Executive Director of Corporate Services shall provide periodic updates and distribute a general guideline sheet outlining typical minimum rates of pay for
specific categories of services provided by Professional Employees who serve as trainers. Professional Employees who elect to provide contract training above their normal professional workload must seek prior approval from the appropriate Dean/Director and Vice President. If the contract training occurs during the normal Professional Employee’s 35 hour work week, the Professional Employee must use personal leave time or adjust their schedules in order to still fulfill the 35 hour work. All monies paid to the contract trainers must be generated through Business Performance Group contract income.

ARTICLE X – SICK LEAVE BANK

A. Contribution to Sick Leave Bank and Purpose.

A Professional Employee who has accumulated the maximum number of sick days under this (Article X), may at his/her option contribute on or before September 15 those days above the maximum accumulation to a Sick Leave Bank for sick leave for a Professional Employee who has catastrophic health care needs. Once sick leave has been contributed to the Sick Leave Bank, it cannot be restored to the contributing Professional Employee. This does not, however, preclude a contributing Professional Employee from applying and receiving approval to withdraw from the bank under the established process. At no time can the amount of sick leave hours held in the Sick Leave Bank be in excess of one thousand six hundred (1600) hours.

Contributions from Professional Employees, as provided herein, will only be accepted if the balance in the Sick Leave Bank is less than one thousand six hundred (1600) hours at the time an employee submits a contribution to the Sick Leave Bank. Once sick leave has been contributed to the Sick Leave Bank, it cannot be restored to the contributing Professional Employee. Professional Employees may not designate a particular employee to receive their donated sick leave time.

B. Definition of Catastrophic Injury or Illness.

A catastrophic injury or illness is defined as a severe health condition (illness, injury, impairment, or physical or mental condition) that involves in-patient care in a hospital, hospice, residential medical care facility, or continuing treatment by a health care provider so severe in
nature to have caused the Professional Employee to exhaust his/her sick leave provided under Article X, A.1.

C. **Conditions for Use of Sick Leave from Sick Leave Bank.**

A Professional Employee making application for sick leave from the Sick Leave Bank must accompany his/her application with a statement from a licensed physician stating that the individual is unable to perform their duties because of a catastrophic injury or illness as defined in section B of this article. The statement must also include the beginning date of the condition, a description of the illness or injury, and the anticipated date that the employee will be able to return to work. Prior to receiving sick leave from the Sick Leave Bank, the Professional Employee must have utilized all of his/her accumulated sick leave under Article X, A.1. A Professional Employee’s utilization of sick leave from the Sick Leave Bank shall not exceed 20% of the sick leave balance in the Sick Leave as of September 16 of the school year and shall be used only during the school year when the request is made and approved.

D. **Administration of Sick Leave Bank.**

Records of Professional Employee’s contribution to the Sick Leave Bank and withdrawals from the Sick Leave Bank shall be maintained by the College’s Human Resource Director. Annual reports of deposits and withdrawals from the Sick Leave Bank will be distributed to the Association.

A Sick Leave Bank Review Board will be established to review and recommend approval or disapproval of applications. Said applications will then be forwarded to the President for final approval or disapproval. The Review Board will consist of the Vice-President of Academic Affairs, two Deans, Vice-President for Student Services, and the Director of Counseling/Advising/Placement.

Approval or disapproval of the applicant’s request for sick leave from the Sick Leave Bank shall be at the discretion of the President of the College.
ARTICLE XI - LEAVES OF PROFESSIONAL EMPLOYEES

A. Health Leaves.

1. Sick Leave. Professional Employees shall receive one hundred twenty (120) hours sick leave per year of service and may accumulate unused sick leave to a total of nine hundred sixty (960) hours. Sick leave may be used for personal illness, injury, or scheduled medical appointments, including the time during which a Professional Employee is physically unable to perform normal teaching assignments because of childbearing; provided forty (40) hours of sick leave each year may be used for the illness of others, at the option of the Professional Employee. Unlimited use of accrued sick leave for significant others or an immediate family member may occur upon the approval of the appropriate Vice-President and the President.

The Professional Employee will be assessed the actual hours missed based on the Professional Employee’s scheduled work hours for the specific day. Days used as sick leave shall be working school days.

For each working school day an employee is absent because of illness or injury, including inability to work because of childbearing, as set forth above, after sick leave allowances are exhausted, deductions shall be made from the Professional Employee’s salary in an amount equal to the pay of a substitute; or, at the option of a Professional Employee who has been continuously employed with the College for a period of five (5) years or more, the Professional Employee shall be entitled to one-half (1/2) of the amount of the Professional Employee’s contract salary that remains to be paid to the Professional Employee from the point in time when the option is made to the remainder of the contract year to be paid within the regular pay periods.

Payment for sick leave shall be subject, when requested by the Board, to medical certification from the employee’s physician or, at the Board’s option, from the Board’s physician.
No Professional Employee on probationary status nor such Professional Employee’s estate shall receive pay for accumulated sick leave at the time the Professional Employee terminates the Professional Employee’s service with the College.

When a Professional Employee with at least three (3) consecutive years of service with the College terminates the Professional Employee’s service, the Board will make a cash payment reflecting the Professional Employee’s accumulated sick leave up to a maximum eighteen (18) days. For this payment, a day’s pay shall be computed as the annual individual contract salary divided by 183 plus the additional days for those on an extended contract.

2. **Medical (Including Maternity) Leave.** A medical leave of absence with such sick pay benefits as are applicable under Paragraph A of this Article, shall be granted upon written request for a reasonable period of time (not to exceed the then current school year) to any Professional Employee who because of illness, accident, or other medical reason (including childbearing by the Professional Employee), is physically unable to perform normal teaching assignments, provided the employee intends to return to work at the end of the leave. For purposes of such leave, “physical inability to perform the normal teaching assignments” shall be shown by medical certification from the employee’s physician, or, at the Board’s option, from the Board’s physician.

B. **Personal Leave.** Each Professional Employee shall receive sixteen (16) hours per year of leave with pay for personal business, provided such Professional Employee gives notice of the requested leave to the Dean or Director (except in cases of emergency when such notice cannot be given), which is sufficient to allow the Dean or Director to notify students not to attend the Professional Employee’s classes scheduled during such personal leave. Unused hours may accumulate up to a total of forty (40) hours. Upon completion of eight (8) years continuous service, a professional employee who has a sick leave balance of eight hundred (800) hours at the end of the previous year contract year (2005 being the previous contract year for the 2006 contract), may opt to convert twenty-four (24) hours of sick leave to eight (8) hours of personal leave for a maximum of eight (8) additional personal hours per year. This declaration shall be made no later than September 16th of the current contract year.
C. **Other Leave.** The Administration may initiate and grant additional leave for purposes it believes will enhance the College program which shall not be charged to an individual’s professional or personal leave time under provisions of this Agreement. Eight (8) hours of other leave per semester will be earned by Professional Employees who direct department assessment activities. This leave time may be used for non-class time, exclusive of mandatory college-wide activity days, or class time if no sub is required.

D. **Professional Leave.** The Board encourages Professional Employees to belong to local, state and national professional education associations and to attend and participate in their meetings and activities. Professional Employees shall be entitled to receive professional leave of up to forty (40) hours per year, without loss of pay, to be used for attending or participating in conferences, meetings, or other activities not related to labor relations (with the exception of where the Professional Employee’s curricula relates to management or labor relations) which contribute to the professional enrichment of the Professional Employee and which will ultimately benefit the College, other Professional Employees, and students.

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

E. **Summer School Leave.** Professional Employees who have summer school contracts will be allowed to use accumulated sick, personal and professional leave.

F. **Sabbatical Leave.**

1. **Eligibility and Payment.** A Professional Employee who has at least six (6) consecutive years of full-time service with the College since the Professional Employee’s last sabbatical leave, will be eligible for consideration for sabbatical leave. Sabbatical leave shall be used by the Professional Employee for activities that may include, but are not limited to, further education, educational travel, or other activities which benefit both the Professional Employee and the College.
who are granted sabbatical leaves shall make their services available to the College for two (2) full years following the leave or reimburse the Butler Board of Trustees the full amount of their salary paid to them during the sabbatical. Professional Employees shall be subject to the terms of this Agreement, including non-renewal and termination, during such sabbatical leave and after their return. Sabbatical leaves which are granted by the Board shall be on the terms set forth by it and may be in the form of two (2) semesters at half pay or one (1) semester at full pay, as the Board shall determine.

2. Request for Leave. Any Professional Employee desiring consideration for appointment to a sabbatical leave should submit by September 16th for the spring semester and February 16th for the fall semester a request in writing to the Dean, who after review, may submit it to the Chairperson of the Sabbatical Review Committee for review and recommendation by such committee to the President, who will review and make a recommendation to the Board of Trustees. The Dean’s review will include an initial evaluation of the appropriateness of the applicant’s proposal, according to the rubrics and requirements outlined in the Sabbatical Application Packet. The role of the Dean is defined in the Sabbatical Application Packet. Such requests by the Professional Employee will follow the guidelines as follows:

   a. The benefit of the proposed sabbatical leave plan to the personal/professional development of the Professional Employee.

   b. The benefit of the proposed sabbatical leave plan to Butler Community College.

   c. The applicant must present his/her proposal to the Sabbatical Review Committee.

   d. The clarity of the sabbatical leave plan and the ability of the Professional Employee to realistically complete the plan within the time frame allotted. The maximum number of sabbaticals granted for any contract year, not including carryover sabbaticals, is as follows:
Sabbatical Leave

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<th>Number of 1-year (1/2 pay)</th>
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Any unused sabbaticals may be carried over for one year only.

Carryover sabbaticals will be granted only if the current year sabbatical allotment is insufficient to satisfy the current year approved sabbatical requests.

d. **Gainful Employment on Leave.** If Professional Employees who are granted sabbatical leaves accept gainful employment, their compensation from such gainful employment shall be deducted from the College’s payment during the sabbatical leave. As used in this paragraph, the term “gainful employment” shall not include assistantships, grants in aid, scholarships, stipends for publications, scholarships, or other gratuities or awards offered as rewards for scholarship. The Professional Employee who is granted sabbatical leave retains seniority and the right to all other employee benefits, including the College’s fringe benefit package, and is eligible for salary increases to which the employee would normally be entitled.
3. **Sabbatical Review Committee** The Sabbatical Review Committee shall be comprised of the Vice-President of the Butler Community College Education Association, who will serve as Chair of the Sabbatical Review Committee, three (3) committee members appointed by the Education Association President, two (2) committee members appointed by the Vice-President for Academics, and the Dean who supervises the applicant. The Association secretary or his/her designee shall take minutes, and all minutes shall be stored in the Vice President for Academics office until the employee terminates. Each member is to serve a two year term and is eligible for re-appointment. Should a Professional Employee Sabbatical Review Committee member submit his/her own Request for Sabbatical Leave or otherwise be unable to serve, the Butler Community College Education Association President shall appoint a replacement to serve out the committee member’s remaining term. The Sabbatical Review Committee Chair shall give one week public notice (in both print and electronic media) of all meetings. Should an Administrative Sabbatical Review Committee member be unable to serve, the Vice-President for Academics shall appoint a replacement to serve out the committee member’s remaining term. The Sabbatical Review Committee shall recommend sabbatical leave upon a majority vote on or before October 31 for fall applications and on or before March 31 for spring applications. The Sabbatical Committee Chair shall notify the applicant in writing of the Committee’s decision before the afore-mentioned dates.

4. **Report**. Any Professional Employee who completes a sabbatical leave shall submit a written report according to the Sabbatical Leave Application Packet.

5. **Application**. A detailed application procedure, as outlined in the Sabbatical Leave Application Packet, will be followed with appropriate
application forms. All such application procedures, forms, directions, rubrics and requirements shall be consistent with and not exceed the Master Agreement, and explicitly weighted for the edification of the applicant and direction of the Committee. All such application procedures, forms and directions, rubrics and requirements shall be reviewed annually by the Sabbatical Review Committee for consistency with the Master Agreement. The President of the Butler Community College Education Association will be informed by the Sabbatical Review Committee Chair in advance of all sabbatical applications and Committee meetings so that he/she or his/her representative may attend and observe all such meetings.

There will be a two (2) month limit between presentation of recommendations for sabbatical leave to the Board of Trustees and their response to the applicant(s).

6. **Appeal Process.** Should an application be denied by the Committee, the applicant may appeal to the appropriate Vice-President with ten (10) days of notification, in which the appropriate Vice-President may approve or reject the application. If approved, the application will be sent for further recommendation to the President of the College and the Board of Trustees based on the application’s merit. The Vice-President must provide for public record his/her explanation of the approval or denial. The Vice President’s decision is final.

G. **Professional Employees’ Substitutes.** In the event that one Professional Employee teaches for another who is absent but who is not charged with a day of leave, the Board shall not be liable to pay the substitute Professional Employee, and the arrangement is strictly between the Professional Employees involved. If a day’s leave is assessed to the absent Professional Employee, the substitute Professional Employee shall be paid at the rate of $25.00 per contact hour for regular credit hours and overload credit hours.

H. **Bereavement Leave.** Professional Employees shall receive forty (40) hours of bereavement leave per academic year for death in the immediate family. Professional
Employees may use twenty (20) of those forty (40) hours for the bereavement of others. If bereavement leave is exhausted, then the Professional Employee may use up to forty (40) hours of sick leave for bereavement with the approval of the appropriate immediate Dean or Director.

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

ARTICLE XII– GRIEVANCE PROCEDURE

Grievances of a Professional Employee and/or the Association with respect to the interpretation or application of this Agreement (except matters relating to termination and non-renewal, which shall be handled in accordance with the other provisions of this Agreement and subject to the provisions of K.S.A. 1976 Supp. 72-5436, et seq., as amended) shall be handled as follows:

A. Procedures

1. Informal Procedure. - The grievant shall request an informal conference with the Director or Dean within five (5) days after the grievant is aware of the grievance. The Vice President for Academic Affairs may attend this conference if requested to do so by either party.

2. Formal Procedure

   Step 1. If the grievant has been unable to have a conference with the Director or Dean within five (5) days of the above request, or if the grievance is not resolved through the Informal Procedure set forth in Step 1, the grievant may file a grievance in writing stating in detail the facts of which the grievant complains and the provisions of the Agreement which are alleged to have been violated. Grievances must be filed within fifteen (15) days after the grievant is aware or reasonably could have been aware of the facts upon which the grievance is based, and in any event within six (6) months after the facts or
events upon which the grievance is based. Grievances shall be deemed filed when delivered in writing to the appropriate Vice President. One copy of the grievance shall be delivered to the appropriate Vice President’s office, one to the Association’s Welfare Committee Chair, one to the appropriate Dean or Director, and one shall be kept by the grievant.

Step 2. If the grievance is not resolved satisfactorily through Step 1, the grievant may submit the grievance to the Appeals Committee. The Appeals Committee shall be comprised of two professional employees as appointed by the BCCEA and two administrators appointed by the President, excluding parties involved in the grievance.

Step 3. If a solution satisfactory to the grievant has not been reached through the above procedures, the grievant may appeal the decision to the President. The President will review the grievance and the record of the above procedures, together with any additional information or oral argument presented by the grievant. The President, at the President’s discretion, may also hear other information or oral argument. Within ten (10) days after delivery of the grievance at the President’s office, the President shall render the President’s written decision to the grievant, one copy to the Association’s Welfare Committee Chair, one copy to the appropriate Vice President, one copy to the appropriate Dean or Director.

Step 4. If a solution satisfactory to the grievant and the administration has not been reached through the above procedures, the grievant may appeal the decision in writing to the Board within five (5) days after the grievant’s receipt of the President’s decision. A quorum of the Board will review the grievance and the record of the above procedures and hear the matter in dispute within thirty (30) days after the matter is presented to them. The hearing shall be conducted by a mutually agreed upon third party who assures that all parties to the grievance have the opportunity to testify equally and/or summon testimony from
appropriate witnesses. The hearing officer will assure that testimony is held to the facts of the grievance and that all parties are heard. Any pertinent evidence or argument which the grievant desires to submit or which the Board deems necessary may be presented at such hearing and the parties shall have the right to cross-examine witnesses who are called to testify. At the option of the Board, the grievant and the administration may be requested to submit information in the form of written briefs. The Board will thereafter render its decision in writing within thirty (30) days after the final evidence or information is submitted. One copy of the Board’s decision shall be delivered to the grievant, one copy to the President, one copy to the Association’s Welfare Committee Chair, one copy to the Vice President for Academic Affairs or Vice President for Student Services, and one copy to the appropriate Dean or Director of Counseling, Advising and Placement.

B. Rules.

Grievances shall be processed according to the following rules:

1. If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended or decided by the Administration at the last step.

2. All reference to number of days in this procedure shall be determined to mean working school days. In the event the grievances are not filed or processed by the grievant in the manner and within the times set forth above, they shall be forever barred.

3. Grievances shall be processed as rapidly as possible. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process in a shorter period of time. The parties may mutually agree in writing to extend any of such time periods.

4. It is agreed that the aggrieved party may request information in the possession of the Board necessary for the processing of said grievance.
5. The grievant may withdraw the grievance at any level.

6. The grievant shall have the right to have counsel or an Association representative present with the grievant at each phase in the formal grievance procedure.

7. At all levels of the grievance process, all parties are assured to have the opportunity to testify equally and/or summon testimony from appropriate witnesses.

8. All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of Professional Employees.

9. The hearing before the Board will be recorded, unless the Grievant requests otherwise, and the Board will provide a transcript of the recording to the grievant and the Administration.

10. It is agreed that nothing in the above procedures shall be interpreted in such a way as to modify or reduce the rights guaranteed under the Constitution and laws of the United States and the State of Kansas.

ARTICLE XIII – COPYRIGHTS AND PATENTS

A. Purpose.

This Article is intended to specify the circumstances under which the college will convey ownership of intellectual property to the Professional Employee who creates the intellectual property. It is further intended to protect the interests of a Professional Employee whose originality may yield monetary rewards while at the same time protecting the interests of the College and the community it represents.

For online courses, faculty sign a “Development of Online/Internet Courses” form that reads: “I acknowledge that as part of my employment with Butler Community College, I have been requested to assist in the development of online/internet courses. For this work as an employee of the College, I acknowledge I am receiving and/or will receive
compensation from the College. I further acknowledge that all material developed in this work, including but not limited to computer programs and other intellectual property, will be in the property of and owned by Butler Community College.” Faculty are allowed to continue to use the intellectual property contained in the online/internet course beyond the boundaries of that course.

B. Definition of Terms.

As used in this Article, the term "Intellectual Property" will refer to any invention, written materials, creative works and/or recorded materials as defined herein and with the exceptions noted in this section.

1. "Inventions" means all devices, discoveries, processes, methods, uses, products, or combinations thereof, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.

2. "Written materials" means all instructional, consulting, literary art, and musical materials or works, software, courseware, and all other materials, published or unpublished, whether or not copyrighted or copyrightable, except those instructional materials generally considered required for student success in the classroom. Such materials include, but are not limited to, course outlines and syllabi.

3. "Recorded materials" means all sound, visual, audiovisual, films, tapes, videotapes, kinescopes, or other recordings or transcriptions, published or unpublished, whether or not copyrighted or copyrightable.

4. “Creative works” means paintings, sculptures or other examples of visual art including those created using video or computer.

5. "Materials" means written materials and/or recorded materials.

6. “College support” means release time, sabbatical leave, grant money, mini grants, equipment, or material, that is developed as part of the Professional Employee’s course of duties, or other non-incidental financial or materials assistance. The total amount of College assistance will be determined by a Copyright and Patent
Committee subject to review by the College President or his/her designee and the Board of Trustees.

7. “Net proceeds” means gross receipts therefrom (including fees, rents, royalties, dividends, earnings, gains, and other sales proceeds) less all costs, expenses, and losses paid or incurred by Butler Community College in connection therewith (including all direct costs and expenses, indirect costs and expenses, as allocated and determined by the College).

8. “Commissioned” means special projects, works, or products contracted for by the College with an individual or group of individuals for a time specified in the commission contract.

C. Responsibility of Professional Employee.

To ascertain whether any inventions or materials a Professional Employee is planning to prepare, preparing, or has prepared, will be considered College supported, as set forth in this Article, a Professional Employee will submit a written inquiry to the College Committee on Copyrights and Patents, hereafter called the “Committee”, to which the Committee will respond in writing. The burden of responsibility for seeking a decision concerning the ownership of all inventions and materials developed by a Professional Employee shall be on the Professional Employee.

D. Membership and Responsibilities of the Copyright and Patent Committee.

1. The role of the Copyright and Patent Committee will be to review the anticipated and/or actual recorded expenditures related to any Professional Employee’s creation of intellectual property to ascertain and establish the total amount of College support, if any. If the Committee determines that the level of support is substantial according to the College guidelines on reimbursement for college support of the creation of intellectual property, the Committee will determine the amount the Professional Employee will reimburse the college. The sole purpose of this Committee’s review of expenditures recorded for each project in which a Professional Employee
produces intellectual property is to determine the total amount the College will recoup for each project through the collection by the College of any fees, rents, royalties, dividends, earnings, gains and other sales proceeds.

2. The Committee shall consist of five (5) members. The President of the College will appoint two (2) members from the administration and the President of the Association will appoint two (2) members from the BCCEA. The fifth (5th) member will be selected by the four (4) members. If they are unable to agree upon a fifth (5th) member, that member will be selected by the Butler Foundation acting as a neutral third party. The Committee shall select a chair who shall moderate at all meetings and keep a record of the meetings of the committee and its decisions. The decision of the College Committee on Copyrights and Patents is subject to review by the Board of Trustees. The decision of the Board of Trustees shall be final.

3. **Author or authors of the work must be present for at least part of the committee meeting to answer questions, give insight to their proposal, and describe their use of college resources, etc.**

   E. **Ownership and Equity.** The College hereby vests ownership and rights to all intellectual property created by Professional Employees to the Professional Employees under the following conditions:

   1. Professional Employees who create intellectual property shall be obligated to reimburse the College for the total value of College support expended on the creation of the intellectual property, as determined by the Committee on Intellectual Property. Once the College has been reimbursed for the total value of support, all net proceeds from all sale proceeds shall go to the Professional Employee who created the intellectual property.

   2. All Professional Employees who create intellectual property shall agree to provide the College rights to the full use of the most recent version of all
intellectual property without charge and in perpetuity but in accordance with current copyright and patent law.

3. The Professional Employee who creates intellectual property shall bear the burden and costs of copyrighting and patenting his/her intellectual property and maintaining copyrights and patents.

4. The Professional Employee also retains the right to assign, transfer, loan, or sell all or part of his/her legal rights in intellectual property.

5. The Professional Employee bears all responsibility to ensure that the intellectual property he/she creates was created in accordance with current copyright and patent law and that all necessary permissions were obtained to use the work of others.

F. Collection of College Reimbursement.

1. To facilitate the collection of revenues from intellectual property encumbered to reimburse the amount of College support, the College shall collect all fees, rents, royalties, dividends, earnings, gains, or other sales proceeds directly until reimbursement has been fulfilled.

2. After the College has received reimbursement the responsibility to collect fees, rents, royalties, dividends, earnings, gains, or other sales proceeds transfers to the Professional Employee.

ARTICLE XIV – IMMUNIZATIONS

The college will reimburse or pay for tuberculosis tests or immunizations and associated expenses required for the Professional Employee’s job. If the required tuberculosis test or immunization is available at College Health Services, the Professional Employee will only be reimbursed the amount College Health Services would charge. If the immunizations or associated charges are covered by the Professional Employee’s health insurance, the College will only pay for the out-of-pocket expense.
ARTICLE XV– SPECIALTY ATTIRE

Professional employees who are required by their department to wear specialty attire in their work area may be reimbursed up to $50.00 per year. This requirement shall be determined through consultation between the Dean and Professional Employee.

ARTICLE XVI– WELLNESS INCENTIVE

A. Butler will purchase the $50.00 co-pay corporate membership plan to the YMCA for use by all professional employees.

B. Professional Employees may be reimbursed $50.00 for documented organized wellness activities or documented completion of a “Personal Wellness Plan” as approved by a certified fitness consultant or qualified health care provider.

ARTICLE XVII– ACCEPTABLE USE OF THE INTERNET AND COMPUTER SERVICES

Butler Community College provides computer equipment, INTERNET access, e-mail and web publishing services to Professional Employees as tools to enhance instruction and further professional development. Professional Employees recognize that the primary uses of these services are to further education.

Professional Employees are expected to follow normal standards of ethics and polite conduct in the use of computing and will not knowingly interfere with the mission of Butler or with any other employee’s performance of his/her duties.

A. Electronic mail. Electronic mail (e-mail) will be available to Professional Employees through Butler servers and local area networks. In addition to educational activities, Professional Employees will be allowed to use the College’s e-mail for personal use and BCCEA use, except that such use shall not interfere with the performance of assigned duties and responsibilities, and shall not be used for personal gain. The College reserves the right to access and monitor a Professional Employee’s e-mail if reasonable grounds exist to suspect
that the Professional Employee is using the College’s e-mail system with criminal intent or in violation of college policies.

B. **Internet Use.** Professional Employees will have access to the INTERNET as long as it is not used for any commercial, illegal, or unethical purposes. When searching and downloading from the Internet it is very possible for an employee to link to a site and download material that he or she did not intend to receive, either through keystroke errors or misleading URL's. If a Professional Employee inadvertently downloads inappropriate or unwanted material from an Internet site, the employee may contact the Information Services Office and the download material will be removed from the Professional Employee’s assigned workstation in a discreet and confidential manner without recourse.

C. **Web Publishing.** The existing web publishing capabilities of the College shall be available to Professional Employees within the context of the Web Standards and Content Guidelines. Inasmuch as the Web-Advisory Committee determines the Web Standards and Content Guidelines, the BCCEA will be represented on the Web-Advisory Committee.

**ARTICLE XVIII – PROBATIONARY STATUS**

All individuals who have been actively employed as Professional Employees by the Butler Community College (hereinafter referred to as the “College”) before July 1, 1986, together with all individuals who have been actively employed as Professional Employees by the College after July 1, 1986, but who have completed the years of employment requirements in any school district, area vocational-technical school or community college shall be deemed in a probationary status consistent with Sections 1, 2, or 3 of K.S.A. 72-5445. Any contract with any such employee may or may not be renewed as the Board shall determine without further liability to either party. The reasons for the non-renewal shall be left to the discretion of the Board and shall not be subject to challenge, except that its decision shall not be based on legally impermissible grounds. In the event of non-renewal, the Board, or its authorized representative, shall so notify
the probationary employee in writing. A Professional Employee on probationary status shall have no seniority rights but shall be entitled during employment to the same economic benefits that are provided for other Professional Employees.

ARTICLE XIX – REDUCTION IN FORCE

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

1. The division and/or teaching area as determined by the Administration, where such reduction is to take place, shall be designated by the Administration after consultation with the Director or Dean concerned.

2. Consideration shall be given to any Professional Employee who desires early retirement.

3. Temporary or part-time employees shall be released before regular, full-time Professional Employees, provided the latter are qualified to carry out the assignments of such employees.

4. Professional Employees who are in a probationary status would be released before the reduction in force policy would be applied to non-probationary Professional Employees.

7. Members of the bargaining unit in a given discipline area will be reduced on the basis of their seniority and qualifications.

a. “Seniority” shall be weighted at 50%, and “qualifications” shall be weighted at 50% and shall be determined 15% on the basis of degrees and hours related to the position being eliminated, 15% on the basis of previous experience related to the position being eliminated, 10% on the basis of overall professional development activity and 10% on the basis of evaluation data.
b. “Seniority” shall be defined as continuous, full time, uninterrupted employment with the college as a Professional Employee after completion of an initial probationary period.

8. If the Professional Employee to be released has greater seniority and qualifications than a Professional Employee (in another teaching area or division) named by the Professional Employee to be released, the Professional Employee may take the full workload of classes or courses assigned to such other Professional Employee, provided the Professional Employee makes such selection immediately and the Professional Employee is qualified to teach all of the classes or courses which such junior Professional Employee is scheduled to teach at the time the termination or non-renewal is scheduled to take place.

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

C. **Re-Call** Provisions for re-employment are outlined below.

1. A non-probationary member of the bargaining unit who has been laid off according to Section A of this Article from a bargaining unit position will, as provided in Section C.5., be offered recall to the specific bargaining unit position from which he/she was laid off if that specific position becomes available.

2. A non-probationary member of the bargaining unit laid off according to Section A of this Article from a bargaining unit position will, as provided in Section C.5., be offered recall to a bargaining unit position with the same job responsibilities and duties from which he/she was laid off and for which he/she is qualified and can meet all posted job requirements, if such a position becomes available.

3. In the case that more than one non-probationary members of the bargaining unit are laid off from identical bargaining unit positions at the same time, members will, as provided in Section C.5., be offered recall in an order determined by the college using the criteria outlined in
Section A of this Article to comparable bargaining unit positions with the same job responsibilities and duties from which they were laid off and for which he/she is qualified and can meet all posted job requirements.

4. Non-probationary members of the bargaining unit who are laid off according to the provisions of Section A, of this Article will, as provided in Section C.5., be given first preference in reverse order of layoff for vacancies in other bargaining unit positions for which they are qualified and can meet all posted job requirements.

5. The offer for recall by the college and the acceptance of the offer by the bargaining unit member must be made within twenty-two (22) months from the date the bargaining unit member was laid off. Thereafter, the provisions of this Article shall expire as to such member. The effective date for the bargaining unit member to return to the position offered by the college may be up to twenty-four (24) months from the date the bargaining unit member was laid off.

ARTICLE XX – REQUIRED TRAINING

Required college-wide training on technology, college policies and procedures will be delivered during Professional Development Days, Institutional Development Days and/or other multiple training sessions that take into account Professional Employees’ varied schedules. Such training will not be eligible for Educational Advancement or Professional Development.

ARTICLE XXI – ACADEMIC TITLES/RANKINGS

To enhance Professional Employees’ professional development and their overall stature within the larger academic community full-time Professional Employees will be entitled to academic rank according to the following schedule:

- Lecturer – temporary full-time professional employee;
- Assistant Professor – permanent full-time professional employee within probationary status;
- Associate Professor – permanent full-time professional employee past probationary status;
• Full Professor – permanent full-time professional employee with: ten (10) years experience and a Masters degree or ten (10) years experience and appropriate Career and Technical Education credentials or five (5) years experience and an MFA or a Ph. D.

All references to “years” in determination of academic rank are consistent with/designated by “Years Experience” in Article VIII – Compensation, Hiring Schedule.

ARTICLE XXII – TUITION ASSISTANCE BENEFIT

All full-time professional employees are eligible for faculty/staff exempt status for Butler courses. The exempt status must be established by the end of the semester to be eligible for the benefit. It is the professional employee’s responsibility to complete the necessary paperwork by this date. This benefit is also available to the Professional Employee’s spouse and children, under the following conditions:

• Children will not be over the age of 23 at the start of classes
• No scholarship will be granted to any child, regardless of age, who is married, unless the child is living in the household of the professional employee and is wholly supported by the Professional Employee
• The term “child” shall be construed to mean natural child, adopted child, stepchild, or a person for whom the employee has been named legal guardian. The college will follow State of Kansas rules regarding foster children.

Professional Employees are responsible for a portion of the student fees per credit hour.

The tuition assistance benefit is available to the child(ren) of retirees and deceased Professional Employees who were employed for ten (10) years of continuous service. The child(ren) must have been eligible for this benefit at the time the Professional Employee retired or is deceased. The maximum tuition benefit per credit hour shall be limited to the in-state tuition rate plus the student fee benefit.
ARTICLE XXIII—EVALUATION OF PROFESSIONAL EMPLOYEES

Full-time Professional Employees shall be evaluated in accordance with applicable Kansas statutes and Board approved criteria and procedures. Criteria for evaluation will be established by the Board. Any changes in evaluation procedure will be subject to review with the Association.

ARTICLE XXIV—DUE PROCESS

The Board and the Association will comply with the Kansas Due Process Statute and as it may be amended by the State legislature as it applies to Professional Employees employed by a community college. If the Kansas Due Process Statute is repealed in its entirety and no Due Process Statute is enacted in its place applicable to Professional Employees employed by the College, then the Board will follow the last enacted Due Process Statute applicable to Professional Employees at the College for a period of twelve (12) months following the date of the repeal of the statute.

ARTICLE XXV—MISCELLANEOUS

A. Evaluation of Administrators. The Professional Employees shall have the right to evaluate Administrators. Forms for evaluation of Administrators will be distributed to each full-time Professional Employee. Evaluations of all Administrators but the President shall be submitted to the President, and evaluation of the President shall be submitted to the Board.

B. Savings Clause. In the event any provision of this Agreement is finally ruled invalid under any appropriate State or Federal law or regulation, the balance of the Agreement not affected by such ruling shall remain in full force and effect. The Board and Association shall immediately enter into negotiations concerning necessary provisions to correct such invalidity; provided, if no new provisions are agreed upon within thirty (30) days after notice to negotiate is given by either party to the other, then the Board shall have the right to determine and implement necessary provisions to correct such invalidity, and the same shall be
subject to the negotiation upon request of the Board or the Association prior to
February 1, 2012.

Dated at El Dorado, Kansas, this _____ day ______________, 2011.

THE BUTLER COMMUNITY COLLEGE
BY ________________________________

THE BUTLER COMMUNITY COLLEGE
EDUCATION ASSOCIATION
BY ________________________________
ATTACHMENT A

MAJOR RESPONSIBILITIES OF FULL-TIME FACULTY

Butler Community College exists to develop responsible involved lifelong learners and to
contribute to the vitality of the community it serves. In order to accomplish our mission and to
foster our over-arching guiding principle of student-centered learning, faculty responsibilities
include the following:

1. Content Expertise: demonstrates that body of skills, competencies, and knowledge in a
   specific subject area in which the faculty member has received advanced education, training,
   and/or experience.
   a. Meet appropriate credentials for teaching assignments in discipline
   b. Display an ability to interpret and evaluate theories in the field or discipline
   c. Connect subject matter with related fields

2. Instructional Design: designing, sequencing, and presenting experiences which facilitate
   student learning
   a. Develop and distribute syllabi that adhere to the current departmentally approved course
      outline
   b. Develop and implement student engagement activities
   c. Design and/or incorporate improvements in instructional strategies as a result of
      assessment feedback.
   d. Review and revise instructional strategies/curriculum as appropriate to meet diverse
      student needs
   e. Contribute to the selection and development of instructional material

3. Instructional Delivery: those human interactive skills and characteristics which (1) make for
   clear communication of information, concepts, and attitudes, and (2) promote or facilitate
   learning by creating an appropriate learning environment.
   a. Encourage student participation and engagement
   b. Encourage development of communication, critical thinking and/or problem solving skills
   c. Use a variety of instructional techniques
   d. Create a classroom environment conducive to learning
   e. Prepare/Present material in an organized and logical manner
   f. Follow the syllabus that has been submitted to the administration

4. Assessment of Student Learning: designing, developing, and implementing tools and
   procedures for assessing student learning outcomes
   a. Identify learning outcomes and skills/competencies
   b. Design and/or use evaluative measures, such as rubrics
   c. Prepare, administer, and evaluate assessment instruments
   d. Provide feedback to students regarding learning progress
   e. Review/analyze student assessment data

5. Course Management: those organizational skills in operating and managing a course
   a. Meet classes on time and as scheduled
   b. Maintain scheduled office hours to ensure accessibility to students and colleagues
   c. Prepare, distribute and submit syllabi and approved course outlines for all assigned
      sections in accordance with program and divisional policies
   d. Adhere to learning outcomes as stated in course outlines
   e. Maintain attendance and accurate records of student progress
   f. Submit timely/accurate rosters, grade reports, required departmentalized assessments and
      required reports for state and federal agencies.
6. **Professional Development**
   a. Maintain appropriate credentials for teaching assignments in discipline
   b. Stay current in subject matter through professional development
   c. Participate in professional activities which contribute to the educational goals of the college and its constituents

7. **Service to the College**
   a. Serve on college, divisional and program committees/teams (limit of two; additional committee/team assignments must be mutually agreed upon)
   b. Attend meetings and events as required by college administration
   c. Participate in student recruitment and retention efforts
   d. Support both adjunct and full-time colleagues
   e. Contribute to program and division curriculum development processes
   f. Support the college mission, vision, strategic priorities and goals, and Learning College Principles
   g. Contribute to college planning and development processes through appropriate mechanisms and channels

8. **Support of College Policies and Procedures**
   a. Fulfill all requirements of instructors set forth in the Master Agreement
   b. Maintain confidentiality of student information
   c. Exercise stewardship of college facilities and materials
   d. Utilize the institution’s communication tools, such as inter-campus mail, Pipeline and voicemail
ATTACHMENT B

LEAD INSTRUCTOR CORE RESPONSIBILITIES

Lead Instructors report to and are appointed by the Dean. Lead Instructors fulfill a leadership role in instruction within a specific department or instructional unit. In addition, they coordinate instruction and activities within the department or instructional unit. This position serves primarily as content specialist, communications facilitator and curriculum leader within the department.

1. Facilitate Communication with Department Faculty (full-time and adjunct), Site Directors and Deans.
   - Schedule and lead periodic department meetings
   - Written memos
   - Phone calls
   - Face-to-face
   - Electronic
   - Mentoring

2. Monitor Currency of Department Curriculum
   - Course outline review/update
   - Course additions/deletions/revisions
   - Technology needs

3. Department Budget Responsibilities as Defined
4. Coordinate and Direct Department Assessment Activities
   - General education/department
   - Program review
   - Student (i.e., placement tests, pre/post tests)
   - Student academic progress

5. Coordinate Department Textbook Review, Selection, & Placement of Orders
6. Assist Dean with Class Scheduling
7. Department/Program Recruiting & Marketing
8. Lab Coordination
9. Site Visits
10. Work with Grant Writer
11. Web Page Development/Management
12. Inventory
13. Assist in Recruitment and Selection of Faculty (Full-time and Adjunct)
14. Vocational Program Activities
   - Vocational Reporting
   - Coordinate Competency Evaluations of Program Students
   - Conduct Advisory Committee Meetings
   - Coordinate any CEU (Continuing Education Unit) offerings
15. Other Duties as Assigned
Attachment C

MAJOR RESPONSIBILITIES OF ADVISORS/COUNSELORS

Butler Community College exists to develop responsible involved lifelong learners and to contribute to the vitality of the community it serves. In order to accomplish our mission and to foster our over-arching guiding principle of student-centered learning, Advisor/Counselor responsibilities include the following:

1. Service to students
   - Provide accurate, timely information
   - Maintain regular office hours
   - Assist students in making informed and responsible decisions relevant to their educational, career, and life goals
   - Maintain appropriate knowledge and sensitivity to federal, state, and institutional policies and procedures
   - Respect rights of students to confidentiality and privacy of their records and conversations

2. Utilization of Resources
   - Seek out and provide referral to resources provided by others in the institution or community
   - Maintain knowledge of appropriate referrals to transfer institutions

   - Participate actively in current BCCC advising processes
   - Remain neutral regarding students’ comments, questions or opinions of other faculty or staff
   - Share information and/or ideas with colleagues
   - Fulfill all requirements of academic advisors and counselors as set forth in the Master Agreement
   - Maintain scheduled office hours to ensure accessibility to students and colleagues
   - Exercise stewardship of college facilities and materials

4. Participation in College, Division and Program Activities
   - Serve on no more than two (2) college divisional and program committees as assigned
   - Attend meetings and events as required by college administration
   - Participate in the professional activities which contribute to the educational goals of the college and its constituents
   - Respond in a timely fashion to information requests and required reports from college, division, and program administrators
   - Support both adjunct and full-time colleagues
   - Maintain currency in skills and information necessary to the position

5. Contribution to the Growth and Enhancement of College Mission and Programs
   - Maintain familiarity with college goals, mission and long-range plans
   - Contribute to the recruitment and retention of the college
   - Contribute to planning and development processes through appropriate mechanisms and channels
   - Perform professional responsibilities in accordance with pertinent goals, mission, and plans of college, division and programs

In addition to the above, Counselors are responsible for providing personal/social counseling for students experiencing difficulties. Counselors will maintain appropriate contact with community agencies and make referrals for longer-term solutions for student issues.
APPENDIX

KANSAS STATUTE 72- 5445. Application of act; years of employment requirements, waiver; effect of nonrenewal or revocation of certification.

(a) (1) Subject to the provisions of subsection (b), the provisions of K.S.A. 72-5438 through 72-5443, and amendments thereto, apply only to: (A) Teachers who have completed not less than three consecutive years of employment, and been offered a fourth contract, in the school district, area vocational-technical school or community college by which any such teacher is currently employed; and (B) teachers who have completed not less than two consecutive years of employment, and been offered a third contract, in the school district, area vocational school or community college by which any such teacher is currently employed if at any time prior to the current employment the teacher has completed the years of employment requirement of subpart (A) in any school district, area vocational-technical school or community college in this state.

(2) Any board may waive, at any time, the years of employment requirements of provision (1) for any teachers employed by it.

(3) The provisions of this subsection are subject to the provisions of K.S.A. 72-5446, and amendments thereto.

(b) The provisions of K.S.A. 72-5438 through 72-5443, and amendments thereto, do not apply to any teacher whose certificate has been nonrenewed or revoked by the state board of education for the reason that the teacher: (1) Has been convicted of a felony under the uniform controlled substances act; (2) has been convicted of a felony described in any section of article 34 of chapter 21 of the Kansas Statutes Annotated or an act described in K.S.A. 21-3412 or K.S.A. 2002 Supp. 21-3412a, and amendments thereto, if the victim is a minor or student; (3) has been convicted of a felony described in any section of article 35 of chapter 21 of the Kansas Statutes Annotated, or has been convicted of an act described in K.S.A. 21-3517 and amendments thereto, if the victim is a minor or student (4) has been convicted of any act described in any section of article 36 of chapter 21 of the Kansas Statutes Annotated; (5) has been convicted of a felony described in article 37 of chapter 21 of the Kansas Statutes Annotated; (6) has been convicted of an attempt under K.S.A. 21-3301, and amendments thereto, to commit any act specified in this subsection; (7) has been convicted of any act which is described in K.S.A. 21-4301, 21-4301a or 21-4301c, and amendments thereto; (8) has been convicted in another state or by the federal government of an act similar to any act described in this subsection; or (9) has entered into a criminal diversion agreement after having been charged with any offense described in this subsection.
LETTER OF UNDERSTANDING

To Whom It May Concern:

By mutual agreement of the Butler Community College Education Association and the Board of Trustees of Butler Community College, the following Letter of Understanding will be in effect:

1. The Butler Community College Education Association President shall be notified of the hiring of any new Professional Employee.

2. The academic rankings (Article XXI – Academic Titles/Rankings) will henceforth be used in academic publications (both print and electronic).

3. Nothing in the language of the new contract shall be construed to invalidate educational advancement activities in progress prior to August 1, 2011.

We, the undersigned, acknowledged on this ____ day of ____, 2011.

____________________________________  _________________________________
Faculty Representative     Board of Trustees Representative