

**Faculty Contract for 2023-2024**

Negotiated between

Manhattan Area Technical College New Faculty Association

Team Members:

Rachel Ohmes

Jaren Nittler

Mark Miller

Manhattan Area Technical College Board of Directors

Team Members:

Sarah Phillips

Kerri Bellamy

James Genandt

Reporter(s): Peter Vopata

# Table of Contents

PREAMBLE.....	3
Article I. Definitions .....	4
Article II. Length of Contract and College Calendar.....	5
Article III. Notice of Resignation.....	6
Article IV. Professional Day .....	7
Article V. Faculty Workload .....	7
Article VI. Salary Schedule .....	9
Article VII. Fringe Benefits.....	12
Article VIII. Retirement.....	13
Article IX. Supplementary Committee Assignment Compensation .....	15
Article X. Extended Hours Compensation .....	15
Article XI. Travel Reimbursement.....	16
Article XII. Educational Advancement .....	16
Article XIII. Leaves .....	16
Article XIV. Faculty Member Assignment and Transfer .....	20
Article XV. Reduction in Personnel .....	20
Article XVI. Faculty Evaluation Procedures.....	21
Article XVII. Faculty Senate.....	24
Article XVIII. Grievance Procedure .....	24
Article XIX. Intellectual Property .....	26
Article XX. Association Privileges .....	27
Article XXI. Right of Representation .....	28

## **PREAMBLE**

Agreement made and to be effective as of August 1, 2023 by and between the Manhattan Area Technical College, hereinafter referred to as the "College," and Manhattan Area Technical College New Faculty Association, hereinafter referred to as the "Association," for the 2023-2024 Academic Year.

WHEREAS, the Legislature of the State of Kansas has established a procedure for teachers employed within a college of the State of Kansas to organize and to select a representative for the purpose of professional negotiation, and the majority of the faculty, excluding administrators, professional and classified staff, within the College has designated the Association as its representative for professional, negotiation; and

WHEREAS, the Board recognizes the Association as the exclusive representative of all those employed by the Board in an instructional capacity, including all classroom instructors, learning resource director, and librarian employed under a minimum of three-quarter time or more contract, but shall not include any administrative, professional or support employees; and

WHEREAS, the Board and Association recognize and declare that providing a quality education for the students of Manhattan Area Technical College is their mutual desire and that the character of such education depends predominantly upon the quality and morale of the faculty; and

WHEREAS, it shall be the mutual aim of the parties of this agreement to maintain and improve the quality of the instructional program and morale of the teaching staff; and

WHEREAS, representatives of the Board have met with representatives of the Association and have negotiated in good faith the terms and conditions of professional service for the academic year of 2023-2024, the parties agree as follows:

## **MANAGEMENT RIGHTS**

It is understood and agreed by the parties that MATC Administration shall operate the College according to Kansas statute and case law, in a manner consistent with the institutional mission, goals, and negotiated agreement.

## **MAINTENANCE OF STANDARDS**

As included in Board policies and procedures, all terms and conditions of employment applicable on the signing date of this Agreement shall be maintained at not less than the standards in effect prior to signing. This Agreement shall not be interpreted or applied to deprive employees of professional advantages previously enjoyed unless expressly stated in this Agreement.

**MANHATTAN AREA TECHNICAL COLLEGE**  
**Faculty Contract for 2023-2024**

This agreement is between Manhattan Area Technical College (hereinafter referred to as the "College") and the Manhattan Area Technical College New Faculty Association (hereinafter referred to as the "Association") as the representative of the Professional Employees as defined by K.S.A. 72-2218 (previously K.S.A. 72-5413) and hereinafter referred to as "Faculty"

**Article I. Definitions**

- A. The Association: Manhattan Area Technical College New Faculty Association.
- B. The Board: The Board of Directors of Manhattan Area Technical College.
- C. President: The President of Manhattan Area Technical College.
- D. The College: Manhattan Area Technical College, Manhattan, Kansas.
- E. Instructor or Faculty Member: Manhattan Area Technical College faculty employed under the requirements of K.S.A. 72-2218 (previously K.S.A.72-5413) (c) defining "professional employee."
- F. Full-time faculty: Those individuals with a classroom teaching load of 30 credit hours or the equivalent in one academic year.
- G. Full-time non-teaching faculty: Those individuals working 35 hours or more per week in one academic year.
- H. Administrator or Administration: All individuals so designated by President as employed in an administrative capacity.
- I. Grievance: A grievance is a complaint involving a work situation - a complaint that there has been a deviation, violation, misinterpretation, or misapplication of any provision of the Agreement.
- J. Whenever the singular is used in the Agreement, it is to include the plural as appropriate.
- K. Bargaining Unit: Faculty teaching half-time or more and employed for an academic year rather than semester-by-semester basis.
- L. Day: Unless otherwise designated, it is to be understood to mean a calendar day.
- M. Academic year: A consecutive Fall and Spring Semester comprise one academic year.
- N. A published program is defined as the courses required for a student to receive a certificate or an AAS degree.
- O. Longevity: Those individuals who have reached the bottom step of their assigned column of the salary schedule.

## Article II. Length of Contract and College Calendar

- A. The academic contract for 9-month MATC faculty members, exclusive of supplemental, summer, or extended time contracts shall consist of 183 working days. This includes a standardized semester (15 weeks instruction and 1 week of finals) per accreditation and Federal compliance including two half days of commencement, and two college-wide event days within a regular semester schedule (i.e., Fall Homecoming/Car Show and Spring Open House), five professional development days, seven paid holidays, and a maximum of 12 preparation/office days. (*Clarification: The format concludes, per the faculty-student calendar, that there are 158 student days, 7 holidays, 17 faculty development/prep days, and 1 total commencement day (1/2 graduation day x 2) which equals 183 total days excluding weekends*).
- i. All Faculty members have the opportunity to schedule one additional professional development day per semester at their discretion, provided:
    - a. Their students have access to either online, or other educational modalities that allow student learning to continue while the faculty member is engaged in their professional development pursuit(s) (meaning, these days will be deemed as, and considered equivalent to, Instructional Days).
    - b. Faculty must notify and provide an agenda or list of activities to their supervisor of their intent to utilize one of their supplemental professional development days, at least one week in advance.
  - ii. Contracts of different duration may be developed and implemented with the concurrence of the faculty member and administration. Such contracts may change the calculation of working days per the agreement of both parties. The contractual change will relate to a clearly stated need/opportunity identified by the college to a specific academic program and/or instructional support service. Alternate compensation schedules will be developed for review by the Faculty Association and the Board of Directors during 2023-2024.
- B. The 7 designated holidays are Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day.
- C. The Academic Calendar, a rolling 2-year calendar, shall be mutually developed and agreed upon by an ad-hoc committee consisting of 2 to 3 representatives from the Faculty Senate and 2 to 3 representatives from the College Administration. Once a mutually agreed upon calendar is developed, the ad-hoc committee will present it to the President for approval. A target date for completing the following academic yearly calendar is November 1. Any changes to the Academic Calendar after Board approval will be determined by the Faculty Senate ad-hoc committee and administration respectively, and re-presented to the Board for approval.

- D. The calendar will include class days, final exams, holidays, and in-service days with each day and duty specified by date. The calendar will also include any days that may require campus wide participation of students, staff and faculty, or for instructors to adjust teaching days. The Administration shall provide a copy of the Academic Calendar, as adopted by the President, to all employees at least two weeks prior to the beginning of the fall semester.

### **Article III. Notice of Resignation**

In accordance with K.S.A. 72-2251, it shall be deemed that a faculty member will continue employment for the succeeding academic year unless written notice is provided by the faculty member on or before the 14<sup>th</sup> calendar day following the third Friday in May that they have no intention of continuing their contract into the proceeding academic year.

In the event a faculty member has determined to not continue employment for the succeeding year, the college encourages faculty members to make notifications as early as possible. An early resignation incentive is provided as follows:

- A. If the letter of resignation is received by Administration prior to January 1, the college will pay early resignation notice incentive of \$2,000
- B. If the letter of resignation is received by Administration between January 2 and March 1, the college will pay an early resignation notice incentive of \$1,500.
- C. If the letter of resignation is received by Administration between March 2 and April 1, the college will pay early resignation incentive of \$500.

In the event a faculty member resigns or leaves prior to the current contract expiration date, the faculty member forfeits any and all accrued personal and sick leave, in addition to being assessed liquidated damages as follows:

- A. If the letter of resignation is received by Administration after 14 calendar days following the third Friday in May through June 15, the faculty member pays liquidated damages in the amount of \$1,000.
- B. If the letter of resignation is received by Administration after June 15 to July 31, the faculty member pays liquidated damages in the amount of \$3,000.
- C. If the letter of resignation is received by Administration, or if the faculty member fails to honor the terms of the contract, on or after August 1, the faculty member pays liquidated damages in the amount \$3,000 plus \$100 per month for each month thereafter for remainder of contract.
- D. In no instance shall the amount of liquidated damages exceed \$4,000. In the event the College owes the faculty member additional salary amounts after the faculty member resigns or fails to honor the contract, the College may deduct the amount of liquidated damages from the final paycheck(s).

Liquidating damages may be waived at the discretion of the President of the College or designee.

Faculty members leaving the college who are not assessed liquidated damages will be paid \$15.00 for each day (7 hours) to a maximum of ninety (90) days (maximum reimbursement of \$1,350) of unused sick leave. Payment is made with the faculty member's last check and is subject to all applicable deductions.

#### **Article IV. Professional Day**

The Board and Association recognize that faculty members' responsibility to their students and to their profession generally entails the performance of duties and the expenditure of time beyond the assigned schedule. These duties include, but are not limited to, lesson planning, student assessment, staff meetings, professional development sessions, curriculum development meetings, recruitment, student conferences, student advising, business and industry interaction, College committee involvement, and program-related activities. The professional workweek for MATC faculty members is a minimum of 35 hours. Faculty member attendance is not required whenever on-campus classes have been cancelled due to inclement weather. Online and blended courses will continue virtual learning as scheduled. If possible, every attempt will be made by the instructor to conduct a virtual activity through the LMS.

#### **Article V. Faculty Workload**

- A. Teaching Faculty Load. The standard workload for teaching faculty is a total of thirty (30) credit hours for the fall and spring semesters of one academic year.
- B. Non-Teaching Faculty Work Week. The standard workweek for non-teaching faculty is established as a minimum of thirty-five (35) hours per week consistent with Article IV of this Agreement.
- C. Maximum Teaching Load. No faculty member may teach more than twenty-two (22) credit hours per semester of the academic year, unless an exception is made by the Chief Academic Officer.
- D. Overload.
  - 1. Teaching beyond the standard teaching load of thirty (30) credit hours for the fall and spring semesters of one academic year is considered overload.
  - 2. Full-time faculty (Article I. F.) with appropriate credentials is offered the first option for overload teaching up to six credit hours before adjunct faculty employment is contracted with a deadline for full-time faculty acceptance of the course assignment no later than ten (10) working days prior to the start of the relevant academic term.
  - 3. No faculty member is required to accept overload teaching beyond the published program.
  - 4. Compensation for each hour of overload for teaching faculty members:

a. Hired prior to July 1, 2013, will be paid at 1/30<sup>th</sup> of the 2012-2013 base salary as established on the 2012-2013 contract for the first 6 credit hours. Compensation for each hour of overload beyond 6 credit hours will be paid \$900 per credit hour. Compensation for teaching faculty members hired July 1, 2013, or after will be paid at a rate of \$900 per credit hour.

b. Overload compensation for the academic year (fall and spring term) will be paid out starting the first pay period of February through the last pay period of May. Overload for the fall and spring terms will be determined after the finalization of enrollments during the spring semester. The documentation of enrollment provides the basis for the calculation of and timing of the payment for overload. If for any reason, overload compensation was approved and the total credit hours for the full year do not require overload pay (i.e. load does not exceed thirty (30) credit hours), it will be repaid by payroll deduction from employee's salary.

E. Summer Teaching Contracts. Full-time faculty (see Article I.F) with appropriate credentials is offered the option for summer teaching contract(s) before adjunct faculty is hired. Full-time faculty will be compensated at the rate of \$725 per credit hour for summer course if the course has an enrollment minimum of eight (8) students as of May 1. Enrollment below eight (8) will be paid at the adjunct rate. Faculty will need to make formal notification of commitment to the CAO to teach those courses no later than May 1 prior to the summer session with the understanding that the College reserves the right to cancel any course if enrollment is not sufficient to cover the course. If the full time Instructor teaches more than one class during the summer, the average head count of all classes will be considered before a final decision is made in collaboration with the Instructor.

F. Independent Study. Independent study courses are directed independent study by arrangement. Compensation shall be granted for teaching independent study classes as follows:

1. Shall be taught under a separate contract when mutually agreeable between the professional employee and administration.
2. Additional payment for independent study will be made only if the professional employee is teaching a full load.
3. Compensation will be paid at 0.30% of Column I, Step 0 of the salary schedule per credit hour.



## Article VI. Salary Schedule

A. The following salary schedule is effective for the approved negotiated agreement:

Step	ND	ND+15 CRH	ND+30 CRH	ND+45 CRH	AA/AAS or 62 CRH	80 CRH	95 CRH	BS	BS+15 CRH	BS+30 CRH or MS	BS+45 CRH or MS+15	BS+60 CRH or MS+30	PHD/ED or 2nd MS
0	\$35,247	\$35,798	\$36,349	\$36,901	\$37,453	\$38,555	\$39,659	\$40,762	\$41,865	\$42,968	\$44,072	\$45,174	\$46,278
1	\$36,054	\$36,606	\$37,158	\$37,709	\$38,261	\$39,364	\$40,467	\$41,791	\$42,894	\$43,997	\$45,100	\$46,203	\$47,306
2	\$36,864	\$37,416	\$37,968	\$38,519	\$39,071	\$40,174	\$41,277	\$42,821	\$43,925	\$45,027	\$46,131	\$47,234	\$48,337
3	\$37,673	\$38,225	\$38,777	\$39,328	\$39,879	\$40,983	\$42,086	\$43,851	\$44,954	\$46,058	\$47,160	\$48,264	\$49,366
4	\$38,481	\$39,033	\$39,585	\$40,136	\$40,687	\$41,791	\$42,894	\$44,879	\$45,983	\$47,086	\$48,189	\$49,292	\$50,396
5	\$39,291	\$39,843	\$40,395	\$40,946	\$41,497	\$42,601	\$43,703	\$45,910	\$47,013	\$48,116	\$49,220	\$50,322	\$51,426
6	\$40,101	\$40,652	\$41,203	\$41,755	\$42,307	\$43,410	\$44,513	\$46,940	\$48,042	\$49,146	\$50,249	\$51,352	\$52,455
7	\$40,909	\$41,459	\$42,011	\$42,563	\$43,115	\$44,217	\$45,321	\$47,968	\$49,072	\$50,174	\$51,278	\$52,381	\$53,484
8	\$41,718	\$42,269	\$42,821	\$43,373	\$43,925	\$45,027	\$46,131	\$48,999	\$50,102	\$51,206	\$52,308	\$53,412	\$54,514
9	\$42,527	\$43,079	\$43,630	\$44,182	\$44,734	\$45,836	\$46,940	\$50,028	\$51,132	\$52,235	\$53,338	\$54,441	\$55,545
10	\$43,335	\$43,887	\$44,438	\$44,990	\$45,541	\$46,644	\$47,748	\$51,057	\$52,160	\$53,263	\$54,366	\$55,469	\$56,573
11	\$44,145	\$44,697	\$45,249	\$45,800	\$46,351	\$47,455	\$48,558	\$52,088	\$53,190	\$54,294	\$55,397	\$56,500	\$57,603
12	\$44,954	\$45,506	\$46,058	\$46,608	\$47,160	\$48,264	\$49,366	\$53,117	\$54,221	\$55,323	\$56,427	\$57,530	\$58,633
13	\$45,762	\$46,314	\$46,865	\$47,416	\$47,968	\$49,072	\$50,174	\$54,146	\$55,249	\$56,352	\$57,455	\$58,559	\$59,661
14	\$46,572	\$47,123	\$47,675	\$48,227	\$48,778	\$49,882	\$50,984	\$55,176	\$56,280	\$57,383	\$58,486	\$59,589	\$60,693
15	\$47,381	\$47,932	\$48,484	\$49,036	\$49,587	\$50,690	\$51,793	\$56,206	\$57,309	\$58,412	\$59,515	\$60,618	\$61,722
16	\$48,189	\$48,740	\$49,292	\$49,844	\$50,396	\$51,498	\$52,602	\$57,235	\$58,337	\$59,441	\$60,544	\$61,647	\$62,750

### B. Definition and Placement.

1. Each new faculty member is placed on the schedule as determined by the administration according to his/her documented education level.
2. The College emphasizes that the salary schedule is a minimum schedule.
3. Faculty members must furnish official evidence or transcript of credit completed by September 3 of the current academic year to qualify for a classification change.
4. Only one Bachelor's or Master's salary differential is paid to a faculty member with two or more Bachelor's or Master's degrees.
5. Faculty members with ninety (90) days' or more classroom teaching experience is granted one full year of credit on the salary schedule. Every year of teaching experience is credited one step. Faculty members with related industry experience are granted one step for every two years of industry experience. Maximum numbers of steps granted is 10.
6. Faculty members who qualify will advance horizontally on the salary schedule for the current approved academic year. To qualify for horizontal movement on the salary schedule beyond the Bachelor's degree, the additional hours may be graduate hours or undergraduate hours that support the discipline taught and must be completed subsequent to the completion of the initial Bachelor's degree.

7. When the current approved agreement has a vertical step increase, it will apply to longevity in an equal amount.
8. The compensation for the Faculty under the current approved negotiation agreement will be a 2 percent increase to the 2022-2023 base schedule, with a \$2,000 additional stipend for the 2023-2024 academic year.
9. Compensation is paid over the 12-month contract period of August 1<sup>st</sup> through July 31<sup>st</sup>.

### C. Equivalency Credit.

1. The equivalency credit program is used to facilitate horizontal movement on the salary schedule of the College. An equivalency credit may be earned in place of college credit. Equivalency credit is based on education and/or training which directly enhances the employee's ability to improve in his/her profession.
2. The same activity cannot be used for both college credit and equivalency credit.
3. In general, 25 clock hours will be equivalent to 1 equivalency credit (EC). For purposes of horizontal movement on the salary schedule, 1 equivalency credit is equal to 1 credit hour.
4. Continuing Education Units (CEUs) are generally based on 10 clock hours equaling 1 CEU; therefore, 2.5 CEUs are required to obtain 1 equivalency credit (EC).
5. Only half of the credit hours required for horizontal movement may be equivalency credit.
6. To obtain equivalency credit:
  - a. The activity must be appropriate to the discipline/job;
  - b. The activity must be conducted on personal time;
  - c. The activity or person is not being paid a salary or stipend by another entity, i.e. grant;
  - d. The employee must make application to their supervisor for pre-approval;
  - e. The employee must complete a report and self-assess the activity regarding the value of the experience to one's job;
  - f. The documentation for final approval for movement on the salary schedule for the next academic year must be presented to supervisor by July 1;
  - g. The final approval for equivalency credit will be determined by the supervisor by July 31;
  - h. All documentation must be submitted to the Human Resources office by September 3.
7. The following activities may qualify for EC; time and effort must be included in the reporting documentation. Equivalency credit points identified are the maximum points allowed per activity.
  - a. Professional reading - maximum of 1 EC

- i. Teaching faculty: Complete a substantive report on how the material will influence instruction;
    - ii. Non-teaching faculty and staff: Complete a substantive report on how the reading will influence job performance.
  - b. Attendance at conferences or workshops - clock hour equivalence
    - i. Conferences/workshops must include experiential learning as opposed to passive learning;
    - ii. Registration is paid for by the employee;
    - iii. If attendance is on a scheduled contract/work day, employee must apply personal or vacation leave;
  - c. Presenting at a conference - clock hour equivalence
    - i. Preparation for presentation may also qualify for clock hour equivalence;
    - ii. Actual presentation;
    - iii. Registration is paid for by the employee;
    - iv. If attendance is on a scheduled contract/work day, employee must apply for personal or vacation leave;
  - d. Professional coursework required for licensure/certification - clock hour equivalence and/or proof of CEU
    - i. Registration is paid for by the employee;
    - ii. If attendance is on a scheduled contract/work day, employee must apply for personal or vacation leave;
  - e. Ed2Go - clock hour equivalence
  - f. Writing, reviewing, and/or editing texts - maximum of 1 EC
    - i. Completed for a publisher or outside entity
  - g. Publishing in a refereed or trade journal - maximum of 1 EC
  - h. Internships (unpaid) - clock hour equivalence

8. Equivalency credits may be used for any degree level of the pay scale. Unused equivalency credits may be carried over one time.

D. Longevity Increment. Longevity will be funded for the current academic year for those at the bottom of their salary column at \$900 per year earned. Longevity increment(s) earned in prior years will be retained by the individual. Faculty base pay calculations include Longevity. Any COLA approved is applied to the Faculty's overall base (Example: \$55,247 + \$900 = \$56,147 x 2% COLA = \$57,270).

E. Hourly Wage for continuing education and contract training instruction.

1. Faculty members covered by this agreement employed as hourly continuing education contract training instructors are paid a minimum of \$20 per hour for each authorized instructional hour.
2. Faculty members covered by this agreement are paid a minimum of \$20 per hour for authorized in-service and/or curriculum work assigned beyond the regular professional day and length of contract- and not covered under the scope of Policy 4.1.1 New Course Development.
3. Faculty members are paid for actual hours of instruction plus additional negotiated time - if applicable.

4. A faculty member teaching a course for the first time is paid a minimum of 25 percent of assigned course clock/credit hours for preparation.
5. Faculty members must meet minimum credential requirements.

## **Article VII. Fringe Benefits**

- A. Fringe Benefit Plan. The College shall provide for fringe benefits through a flexible benefit plan under and in compliance with the provisions of Section 125 of the Internal Revenue Code, related statutory provisions, and applicable regulations. Any administrative cost for individual offerings within the Section 125 plan will be the responsibility of the employee choosing that option. For each faculty member electing to participate in the group health insurance plan, the College shall also provide a contribution equal to the cost of a single option coverage, OR a contribution of the amount of a single option coverage toward a family option coverage, OR a contribution of twice the amount of a single option coverage when two faculty members covered by one health insurance contract are eligible for a contribution. Faculty members employed less than the required time as stipulated by the insurance provider are not eligible for coverage or membership in the group plan. The College will not pay the single option per month to the salary or other benefit in lieu of health insurance coverage.
- B. Salary Reduction and Elective Option. The College provides each faculty member with the opportunity to execute a salary reduction agreement. Contributions under the salary reduction agreement are designated by the faculty member for the purchase of a benefit or benefits from the following approved plans:
  - Group term life insurance up to \$50,000
  - Group health insurance
  - Cancer and other dreaded diseases insurance
  - Dependent care
  - Medical reimbursement
  - 403(b) annuity plans
  - Such other lawful components or options as may be approved by the College from time to time
- C. Section 125 Cafeteria Plan. Faculty members wishing to participate in the Section 125 cafeteria plan complete a "salary reduction agreement and benefit election form" approved by the College and submit it to the required office on or before the specified deadline designated by the College at the start of each academic year. The salary reduction agreement and benefit election form are provided by the College, but it is solely the faculty member's responsibility to complete the form and submit it to the office designated by the College on or before the prescribed date. Each faculty member agrees to hold the College harmless from any failure on his or her part to submit the necessary form in a timely fashion. Once made, a salary reduction agreement and benefit election is irrevocable (except as specifically permitted by the Internal Revenue Code and regulations) for that particular contract year.
- D. Administration. It is agreed that the faculty member complies with all applicable directives of the Internal Revenue Service or other federal or state regulations, as

amended, in administering and maintaining the Section 125 cafeteria plan. The College reserves the right to draft and implement all necessary documentation in regard to the Section 125 cafeteria plan in compliance with applicable rules and regulations of federal and state law and further reserves the right to modify or terminate the plan if it is found to be unlawful under any applicable law or regulation, or to modify or terminate this plan subsequent to the expiration of this agreement as and to the extent permitted by the Internal Revenue Code or the Plan.

E. **Withholding.** The College withholds such amounts of a faculty member's compensation hereunder is necessary in the opinion of the College to comply with state and federal laws including social security and retirement.

F. **Selection of Carriers.** The selection of the carrier or carriers for each of the offered benefits is made by the College.

G. **Tuition Reimbursement.**

MATC Supports faculty continuing education.  
[Refer to Policy 5.2.2 Employee and Dependent Tuition Reimbursement.](#)

H. The College supports appropriate professional memberships. Where Institutional memberships are not available or do not provide the necessary value, the College will provide payment/reimbursement for individual memberships upon prior approval from the supervisor and within the appropriate budget.

## **Article VIII. Retirement**

A. **Application:** A faculty member desiring to retire must notify the President by April 1<sup>st</sup>. Failure to notify may result in the loss of benefits.

B. **Early Retirement Supplement.** Full-time faculty members retiring or leaving the College at age fifty-five (55) and qualify for Kansas Public Employees Retirement System (KPERs) with a reduction in benefits are awarded a retirement supplement based on the schedule below.

5 - 9 years of service	\$1,000
10 - 14 years of service	\$2,000
15 - 19 years of service	\$3,000
20 - 24 years of service	\$4,000
25 or more years of service	\$5,000

C. **Retirement.** Faculty who qualify to retire from employment with the College may qualify for benefits under the terms and conditions set forth in compliance with KPERs as follows.

1. **Eligibility:** A faculty member is eligible for retirement if said faculty member:
  - a) Is currently a full-time faculty member.

b) Has reached at least sixty (60) years of age and qualifies for KPERS without a reduction in benefits.

2. Benefits: A qualified faculty member electing to retire receives the following benefits:

a) The college will pay the individual health insurance premium monthly for a max of five (5) years until retiree is eligible for full social security medical benefits:

i. The retiree must be actively enrolled in the health insurance benefit program at the time of retirement to receive this benefit.

ii. Termination of Benefits: The option to maintain single coverage health insurance is automatically terminated at the time a faculty member reaches age sixty-five (65).

b) Retirement benefit deposited into a qualified college's provider retirement plan (such as a 403(b) plan) in the faculty member's name. Once the benefit is deposited, the faculty member is considered fully vested. The benefit is a one-time payment and is calculated using the present value of annuity method. The factors used in the calculation are as follows:

- ten (10) percent of the faculty member's last completed annual contracted base salary, to include any earned longevity, minus any supplemental pay (last annual contract salary does not include summer school, overload assignments, or other hourly salary payments).
- number of full years until member reaches age sixty-five (65)
- discount rate is four percent.

3. Example: Member is age 61 ½ and retires effective September 1. Last annual contracted salary was \$50,000. Present value of a \$5,000 annuity for three years at four (4) percent discount rate= \$14,400. Payment: Retirement benefit will be deposited into a qualified college's provider retirement plan in the member's name no later than thirty days after the KPERS retirement date.

D. Payment for Unused Sick Leave. Faculty members who retire are paid \$15.00 for each day (7 hours) to a maximum of ninety (90) days (maximum reimbursement of \$1,350) of unused sick leave. Payment is made with the faculty member's last check and is subject to all applicable deductions.

#### E. Contribution Plan

1. Eligibility: All faculty covered under this agreement will be eligible unless they have elected to remain with the Early Retirement as identified in B and have met all the eligibility requirements.

2. Benefits: For each qualifying faculty member, the college will match an employee contribution up to \$1,000 annually in an MATC qualified pre-

tax retirement plan.

3. Vesting: The vesting schedule will be a five-year schedule as follows, which includes years currently employed full-time. Faculty members currently employed will be given prior service credit.

a. Completed Years of Service	1	20%
b. Completed Years of Service	2	40%
c. Completed Years of Service	3	60%
d. Completed Years of Service	4	80%
e. Completed Years of Service	5	100%

4. MATC matching dollars will be deposited into an account established for the approved program. Each employee will select one of the investment options available in the approved program.

#### **Article IX. Supplementary Committee Assignment Compensation**

- A. Supplementary committee assignment compensation is three (3) percent of column 1 step 0 of the salary schedule for the following positions:

- MATC Faculty Senate Chair
- MATC Professional Development Chair
- MATC Curriculum Committee Chair
- MATC Assessment Committee Chair

- B. College- wide student organization compensation is three (3) percent of column 1 step 0 of the salary schedule for the following organizations, and if there is more than one officially designated sponsor, the compensation will be divided equally among those identified sponsors. If more than two sponsors, then the minimum compensation will be no less than \$500 each.

- SkillsUSA
- Phi Theta Kappa (PTK) / National Technical Honor Society (NTHS)
- Student Voice Council

#### **Article X. Extended Hours Compensation**

1. Extended Hours:

In the event that a faculty member is required or voluntarily agrees to work beyond the stipulated contract period of 183 days, the faculty member shall be eligible for compensation for the additional hours worked.

2. Calculation of Extended Hours Compensation:

Extended hours compensation shall be calculated based on the faculty member's current contracted base hourly rate. Base rate is their current base pay, plus longevity if applicable, as noted in the faculty member's most current contract.

3. Authorization for Extended Hours:

Extended hours worked beyond the stated contract period must be authorized in advanced by the appropriate dean and/or Chief Academic Officer. Faculty members must obtain written approval, including estimated hours, along with the corresponding tasks and responsibilities to be performed during these hours before commencing work.

4. Recording and Reporting of Extended Hours:

Faculty members shall accurately record and report all extended hours worked. Reporting shall be in accordance with the institution's established extended hours procedures.

5. Payment of Extended Hours Compensation:

Payment for extended hours worked shall be processed in the regular payroll cycle. Extended hours compensation will be subject to applicable deductions including taxes and other statutory withholdings.

6. Review and Amendment:

This extended hours compensation arrangement is subject to review and may be amended by mutual agreement between the faculty member and the institution. Any changes to this arrangement shall be documented in writing.

## **Article XI. Travel Reimbursement**

For mileage and meal expense reimbursement, faculty members will be reimbursed in accordance with the State of Kansas Department of Administration policies. Refer to [www.da.ks.gov/ar/employee/travel](http://www.da.ks.gov/ar/employee/travel) for applicable rates. Unless otherwise required by an external funding source, receipts will not be required. Refer to Policy 6.2.4 for more information.

## **Article XII. Educational Advancement**

There are no restrictions on the number of college hours taken by faculty members during the contract year. Any time that college enrollment interferes with the faculty member's work assignment, the faculty member is required to withdraw from the course or courses. All college hours used for salary advancement are subject to Article VI of this agreement.

## **Article XIII. Leaves**

### **A. Sick Leave.**

1. Each full-time faculty member is entitled to seven hours of sick leave for each twenty days of contracted time and seven hours of sick leave for any fraction thereof for personal illness or injury each year.
  - a) A faculty member employed less than full-time shall be entitled to an equivalent amount of sick leave pro-rated on the percent of contracted time.
  - b) Hours of such leave not used may accumulate to six-hundred-thirty (630) hours.
2. Maternity Leave: Disabilities caused by or contributed to pregnancy, miscarriage,



abortion, childbirth and recovery from, are, for all job-related purposes, temporary disabilities and will be treated as such under the College faculty member sick leave plan.

**B. Other Leave Chargeable to Sick Leave.**

1. Absences chargeable to accumulated sick leave (other than for personal illness or injury) may be for the following reasons and are subject to the limitations listed:
  - a) Illness or injury of faculty member's family.
  - b) Established holidays of recognized religious denominations or sects.
  - c) Bereavement leave.
  - d) Adoptive leave.
  - e) Mental health and/or recovery days
2. The President or his/her designee may at his/her discretion grant extra leave without loss of pay if the circumstances so warrant. If such leave is granted, it may be charged against either sick leave or personal leave at his/her discretion.

**C. Personal Leave.** Each full-time faculty member is granted fourteen (14) hours per year for personal business. Faculty members less than full time shall be entitled to an equivalent amount of personal leave pro-rated on the percent of contracted time. A full-time faculty member who completed the previous year with an accumulated sick leave of six-hundred- thirty (630) hours will be awarded an additional seven (7) hours of personal leave. Days of such leave not used may accumulate to thirty-five (35) hours. Said leave is subject to the following limitations:

1. Personal leave must be requested four (4) business days prior to the date to be taken; administrative response will occur within two (2) business days of submission.
2. If a Faculty member exhausts all personal leave, upon approval of the President, based on supervisor's approval a faculty member may convert up to 35 sick leave hours per year into personal hours.
3. Supervisor approval is required for faculty to utilize personal leave during finals week. The approval includes verification of instructional requirements, final grades, Assessment, and end of year responsibilities are completed.
4. Faculty members who have unused personal leave hours over and above their maximum accumulation (35 hours) will be reimbursed \$20 per hour above the maximum accumulation. Payment for said personal days will be made in June.
5. The President or his/her designee may at his/her discretion grant extra leave without loss of pay if the circumstances so warrant. If such leave is granted, it is charged to personal leave. The request for such leave is in writing prior to said leave.

**D. Part-time Leave of Absence.** A faculty member who has been employed by the college for

three (3) consecutive years may apply for a half-time assignment for family reasons or for academic study. This leave must be for a full academic year. Approval by the President is for a period of not more than two (2) years. Upon approval, the half-time assignment is for one-half pay.

Application for a half-time assignment is effective at the beginning of an academic year and is made on or before May 15 of the preceding academic year. The President may, upon request, extend the leave up to one year.

E. Extended Leaves - Without Pay. Specific leaves may be granted for the following reasons:

1. Health Reasons. A faculty member whose personal illness extends beyond accumulated sick leave may be granted a leave of absence of up to one year without pay or increment. Request for such leave must be accompanied by a statement from a physician that such leave is necessary. Upon return, the faculty member is assigned to the same or a comparable position he/she held prior to such leave.
2. Family Leave. A faculty member is granted up to twelve (12) unpaid work weeks of leave during a twelve (12) month period for the following reasons:
  - a) Because of the birth of a child and the decision to provide care for that infant;
  - b) Because of placement of a child with the faculty member for adoption or foster care;
  - c) In order to care for the spouse, child, or parent of a faculty member who has a serious health condition;
  - d) Because of a serious health condition that makes the faculty member unable to perform the essential function of his/her job.

Where spouses work for the College, they will be allowed twelve (12) weeks between them to take family leave to care for a child, spouse, or parent. Upon returning, the faculty member is assigned to the same or a comparable position to that he/she held prior to such leave. The President may upon request extend the leave up to one year.

3. Military Leave. Military leave or alternate service as designated by Selective Service is granted without pay to any faculty member who is inducted into active military service. Upon return from such leave, the faculty member is placed on the salary schedule at the level that he/she would have achieved had such leave not been taken. Military leave is up to eighteen (18) months at a time, and the faculty member must renew his/her leave each eighteen (18) month period thereafter for the duration of the military service.
4. Personal Leave of Absence Without Pay. Extended leave of absence is for a maximum of one year. Application for leave must be a minimum of six (6) months before the requested beginning date. Qualification requires a minimum of six (6) years' employment by the college.

F. Leave Without Pay. A faculty member who is not on sick leave or personal business leave and is not at work and who desires a leave of absence requests a leave of absence for a specific period of time. Such request is directed to the President or his/her designee in writing. Such leaves of absence may be granted for a specific period, and it is the obligation of the faculty member to return to work or to request the leave to be extended at the expiration of said leave of absence. Any faculty member who fails to return at the expiration of a leave of absence may be terminated with ten (10) days written notice. Leave without pay is granted only under extreme situations when such leave is not covered by the conditions of this article.

G. General Provisions.

1. Extended leave is defined as 6 to 12 months; short-term leave is defined as less than six (6) months.
2. Accrued sick leave is not payable to a faculty member at termination under any circumstances except as described by Article XIII, Section C.
3. Any faculty member who is absent for any period of time because of accident or injury, irrespective of whether such injury was suffered within or outside the scope of employment, or for a period of more than five (5) working days to illness, may be required to submit a written statement from a physician stating he/she is physically able to return to duty. When requested, this statement is to be presented in person before the faculty member returns to duty in order that the present state of convalescence can be discussed.
4. The President may postpone the return of duty if he/she should conclude that the faculty member is physically unable to perform his/her duties or if the faculty member's condition is such that there would be a hazard of further injury.
5. The College may require a physical examination by a physician (a physician is a person licensed to practice medicine in the state of Kansas) if such is deemed necessary to make a proper conclusion as to the faculty member's fitness to return to duty. The faculty member may designate the physician and pay all costs or accepts a College-designated physician. If the faculty member accepts a College-designated physician, the cost of the physical will be paid by the College.
6. In the event that a faculty member is absent for a short (less than 6 months) or extended period (6 – 12 months) of time that results in lack of completion of instructional responsibilities as outlined by course/program objectives and competencies, the VPSS (CAO) in coordination with the faculty member's direct supervisor and, if capable the faculty member, will make appropriate arrangements to meet instructional responsibilities till the full-time faculty returns. A Faculty member using this stipulation is expected to maintain contact with the HR department for guidance on FMLA and/or other relevant federal/state regulations.
7. If the faculty member suffers a catastrophic event that requires an absence of a period twelve

months or longer, the College may hire a full-time replacement for that period of time. Three (3) months prior to the conclusion of the period of time, matters will be reviewed by the VPSS (CAO) and faculty member's direct supervisor to determine appropriate actions to ensure instructional responsibilities are being met going forward.

- H. Faculty are covered by the college Catastrophic Leave Policy 7.8.3.
- I. Jury Duty. Faculty members receiving notice to serve jury duty must provide documentation of the notice. Faculty members who serve jury duty receive their full salary during the period of such service.
- J. Legal Leave. Faculty members receiving a subpoena to testify in an MATC-related court case must provide documentation of the subpoena. Faculty members receive their full salary during the absence due to the subpoena.

#### **Article XIV. Faculty Member Assignment and Transfer**

- A. Faculty Member Assignment. Faculty members are assigned by the President. To ensure that students are taught by faculty members within their areas of specialization, faculty members are not to be assigned, except in emergency situations, to teach courses outside their areas of specialization.
- B. Faculty Member Transfer. An administratively-initiated transfer or reassignment may be made only in case of an emergency or to prevent undue disruption of the instructional program.
- C. Faculty Member Notification. Faculty members are notified in writing of any changes in their assignments as soon as the assignment is made. No changes are made unless deemed necessary by the President or requested by the faculty member.

#### **Article XV. Reduction in Personnel**

- A. Conditions. When decline in enrollment, reduction of program, or any other reason requires reduction in faculty, the administration attempts to accomplish same by attrition. In the event necessary reduction in faculty cannot be adequately accomplished by attrition, the administration bases its decision as to resulting contract renewals on the relative skill, ability, competence, and qualifications of available faculty to do the available work. If choice must be made between two or more faculty members of equal skill, ability, competence, and qualifications to do the available work, contract renewals are given to the faculty member with the greater full-time continuous length of service at MATC.
- B. Preferred Eligibility. Faculty members affected by faculty reductions are placed on a preferential hiring list for a period of two (2) years. If there are two (2) or more faculty members on the list determined to be equally qualified for an available vacancy, preference is given to the faculty member with the longest continuous service in the College.

Faculty members wishing reinstatement under the policy notifies the College in writing of their interest and availability every six (6) months after the termination date of their contract and of any change in their telephone number, address, and qualifications.

- C. Recall. Individuals who are included in a faculty reduction are offered recall in reverse order of faculty reduction to vacant positions which they are qualified to fill. The area of instruction at the time of the reduction is used to determine their eligibility for recall.

Recall is initiated immediately upon the existence of a vacancy at the College. No new appointments are made by the President while there are recall-eligible individuals available.

No recall-eligible faculty member will lose his/her recall rights if he/she secures other employment during the two (2) year recall period.

Any faculty member reduced from faculty is accorded recall rights unless he/she waives recall rights in writing, fails to accept recall to a position for which he/she is qualified, fails to respond within the ten (10) days to a recall notice sent to the latest address which he/she has furnished to the College, or fails to report for duty in the accepted position. The name of such person is removed from the list and such faculty member has no further recall rights.

Any person who is recalled regains all employment benefits to which he/she was entitled at the time of the faculty reduction. However, no benefits may be accrued during the period of unemployment and the person is subject to all changes in employment conditions which have been made in the interim.

- D. Limitation to Non-Probationary Faculty Members. This Reduction of Personnel agreement applies only to those faculty members who have at any time completed three (3) consecutive years of employment in the College, as defined by K.S.A. 72-2260 (previously K.S.A 72-5445)

## **Article XVI. Faculty Evaluation Procedures**

- A. Purpose. The purpose of the faculty evaluation is to improve the educational experience at MATC.
- B. Standards of Performance. Faculty members agree to maintain standards of teaching at the collegiate level and are expected to perform in accordance with the following Standards:

### **Standard 1: Content Competence**

A faculty member maintains a high level of subject matter knowledge and ensures that course content is current, accurate, representative, and appropriate to the position of the course within the student's program of studies.

#### Standard 2: Pedagogical Competence

A pedagogically competent faculty member communicates the objectives of the course to students, is aware of alternative instructional methods or strategies, and selects methods of instruction that, according to research evidence (including personal or self-reflective research), are effective in helping students to achieve the course objectives.

#### Standard 3: Dealing with Sensitive Topics

Topics that students are likely to find sensitive or discomforting are dealt with in an open, honest, and positive way.

#### Standard 4: Student Development

The overriding responsibility of the faculty member is to contribute to the intellectual development of the student, at least in the context of the faculty member's own area of expertise, and to avoid actions such as exploitation and discrimination that detract from student development.

#### Standard 5: Dual Relationships with Students

To avoid conflict of interest, a faculty member does not enter into dual-role relationships with students that are likely to detract from student development or lead to actual or perceived favoritism on the part of the faculty member.

#### Standard 6: Confidentiality

Student grades, attendance records, and private communications are treated as confidential material, and are released only with student consent, or for legitimate academic purposes, or if there are reasonable grounds for believing that releasing such information is beneficial to the student or prevents harm to others. This will include compliance with FERPA, Gramm-Leach-Bliley Act, and HIPPA federal regulations.

#### Standard 7: Respect for Colleagues

A faculty member respects the dignity of her or his colleagues and works cooperatively with colleagues in the interest of fostering student development.

#### Standard 8: Valid Assessment of Students

Given the importance of assessment of student performance in college teaching and in students' lives and careers, faculty members are responsible for taking adequate steps to ensure that assessment of students is valid, open, fair, and congruent with course objectives.

#### Standard 9: Respect for Institution

In the interests of student development, a faculty member is aware of and respects the educational goals, policies, and standards of the institution in which he or she teaches.

#### Standard 10: Institutional Contribution

Reflecting the critical importance of the faculty in the College's operation, the faculty member is a contributor to that operation through committee and task force membership and other responsibilities that are beyond the direct delivery of instruction to students.

## Standard 11: Academic Freedom

College faculty members are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and as educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not institutional spokespeople.

### C. Procedure.

1. Course evaluations: The approved evaluation tool is a valid and reliable standardized evaluation of instructor teaching effectiveness.
  - a. The evaluation tool will be implemented through the VPSS (CAO) office.
  - b. Each class regularly taught by an instructor will be surveyed at least once every three years with the evaluation schedule maintained by the VPSS (CAO).
  - c. Each faculty member is to have at least one course evaluated each semester.
  - d. Evaluations should be administered to students upon completion of at least 50% of the class but less than 75% of the class. The evaluations will be conducted either by a proctor or will be conducted in an on-line format. In either case, the instructor will not be present during the time of the evaluation to allow the students to respond freely to the instrument.
  - e. Results of the evaluations will be made available to the faculty member, their direct supervisor, and/or VPSS (CAO) at the conclusion of the semester and will be discussed at the time of evaluation if possible.
  
2. Teaching Observations
  - a. Observations of teaching may take place at any time during the Fall or Spring Semester (see Section D-Frequency of Evaluation for specific dates for faculty in their first three years of employment).
  - b. The observer and faculty member jointly establish the faculty member's evaluation calendar within the first 30 days of each semester with the faculty member submitting three possible observation dates/times. The observation dates may be changed due to unforeseen circumstances. (*Per faculty resource guide: Faculty being evaluated are expected to submit three possible observation dates/times to their assigned observer. Prior to those three dates, lesson plans are also to be submitted to the observer.*) The observer and faculty member will also have the option to jointly identify one or more faculty peer(s) and/or industry partner(s) to participate in the observation process. The role of the faculty peer(s) and/or industry partner(s) is to provide their insight and perspective to the observer. Faculty peer(s) and/or industry partner(s) will evaluate faculty using the same criteria and standards used by the observer.
  - c. Observations will be conducted by the direct supervisor, VPSS (CAO), or President and in co-operation with one or more faculty peer(s) and/or industry partners if applicable.
  - d. The observer prepares a written report of the observation and provides a copy of

the report to the instructor no later than ten (10) working days after the visit. If the instructor desires a meeting, a conference will be scheduled within ten ( 10) working days of receiving the report to discuss the observation report. The instructor can provide written comments that can be included as part of the completed signed observation report. The faculty member and observer sign the evaluation as acknowledgement of the evidence of completion of the evaluation process.

- e. Persons in the faculty member's direct chain of command have access to evaluation results and may be involved in the evaluation process.
- f. The faculty evaluation documents, including any faculty member's written response, bearing original signatures become part of the faculty member's personnel file maintained by the Human Resources Department.
- g. The faculty member's personnel file remains in the Human Resources Department.

**D. Frequency of Evaluation.**

- 1. During the first 2 consecutive years of employment, the faculty member will be evaluated at least once each semester (prior to the end of the first full week of November for the fall and the end of the third full week in April for the spring).
- 2. In Year 3, faculty will be evaluated once prior to the middle of February.
- 3. After Year 3, faculty will be evaluated at least once per year every three years.
- 4. Any faculty member who is on probationary status will be evaluated at least once each semester.

**E. Rights and Limitations.**

- 1. Nothing in this article is to be construed as precluding evaluation of faculty members as deemed appropriate by the administration of the College.
- 2. Each faculty member may release a copy of his/her evaluation to persons of his or her choosing by written directive. The Human Resources Administrator may require the written request to be notarized.
- 3. A faculty member has the right to review his/her evaluation and personnel file upon request.
- 4. The content in the evaluation is subject to the grievance procedure under Article XVIII of this agreement.

**Article XVII. Faculty Senate**

The Faculty Senate is recognized as the faculty voice in College governance. Bylaws of the Faculty Senate includes the nature and intent of responsibilities as designated with this Agreement.

**Article XVIII. Grievance Procedure**

- A. Definition. A grievance means only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.



## B. General Provision.

1. Every faculty member covered by this Agreement has the right to present grievances in accordance with these procedures.
2. Failure of a faculty member (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits acts as a bar to any further appeal and an administrator's failure to give a decision within the time limits permits the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. It is agreed that any investigation or other handling or processing of any grievance by a grieving faculty member is conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving faculty member of the teaching staff.
4. The fact that a grievance is raised by a faculty member, regardless of its ultimate disposition, is not recorded in his/her personnel file or in any file or record utilized in the promotion process, nor is such fact used in any recommendations for job placement, nor is a faculty member placed in jeopardy or be subject to reprisal for having followed this grievance procedure.
5. Conferences held under this grievance procedure are scheduled at a time and place that afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses. The Association has the right to be present at each stage of the grievance procedure. Every effort is made to hold such conference at a mutually agreeable time.
6. No matter is entertained as a grievance hereunder unless it is raised with the party within twenty (20) days after the occurrence of the event giving rise to the alleged grievance.
7. If the Association or a faculty member files any claim or complaint in any form other than under the grievance procedure of this agreement, the College is not required to process the same claim or set of facts through the grievance procedure.

## C. Procedure.

1. **First Step.** An attempt is made to resolve any grievance in informal verbal discussion between complainant and his/her supervisor.
2. **Second Step.** If the grievance cannot be resolved informally, the aggrieved faculty member files the grievance in writing and, at a mutually agreeable time, discusses the matter with the supervisor. The grievance notes the specific clause or clauses of the grievance and states the remedy requested. The filing of the formal written grievance at the second step must be written within twenty (20) days from the date of occurrence of the event giving rise to the grievance. The supervisor will make a decision on the grievance and communicates it in writing to the faculty member within ten (10) days after the receipt of the grievance.

3. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved faculty member files, within five (5) days of the supervisor's written decision at the second step, a copy of the grievance with the President. Within ten (10) days after such written grievance is filed, the aggrieved and the President or his/her designee meet to resolve the grievance. The President or his/her designee files an answer within ten (10) days of the third step grievance meeting and communicates it in writing to the faculty member and the supervisor.
4. Fourth Step. In the event a grievance has not been satisfactorily resolved at the third step, the aggrieved faculty member files within five (5) days of the President's written decision at the third step, a copy of the grievance with the Board of Directors. The Chair of the Board will appoint a three-member ad hoc subcommittee to investigate and evaluate the written grievance. The Board will file a written answer to the faculty member, supervisor, and president within thirty-five (35) days of the subcommittee meeting and after the Board of Directors on the whole have heard, discussed, and voted on the suggested response, speaking as one voice.
5. Fifth Step. If the grievance is not resolved satisfactorily at Step 4, there is available a fifth step of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the aggrieved faculty member to the President within thirty (30) days from receipt of the Step 4 answer to enter into such arbitration. The arbitration proceeding is conducted by the Arbitrator to be selected by the two parties within seven (7) days; the American Arbitration Association is requested to provide a panel of seven (7) arbitrators. Each of the two parties alternately strikes one name at a time from the panel until only one remains. The remaining name is the Arbitrator. The decision of the Arbitrator is submitted to the Board and the President and is final and binding upon the parties in interest.

Expense for the Arbitrator's service is borne equally by the College and the Association. The Arbitrator, in his/her opinion, does not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority is strictly limited to deciding only the issue or issues presented to him/her in writing by the College and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the expressed relevant language of the Agreement.

- D. Procedures for Certain Grievances Which Are Not Under the Jurisdiction of the President. Any grievance based upon the action of authority higher than the supervisor is initiated directly with the President. The general procedures relating to the appropriate step applies to the presentation and adjustment of the grievance, including the right of appeal.

## **Article XIX. Intellectual Property**

The College supports and encourages creativity. It is hoped that the intellectual property created by faculty members is shared with other College faculty members for the benefit of students.

The property right of faculty member-generated materials created for classrooms belongs solely to the faculty members having produced said materials only if said materials are generated outside College time, without any financial assistance, or other College resources. If faculty member-generated materials are produced on College time, and/or with financial assistance, and/or with College resources, co-ownership results. (A waiver may be applicable in special circumstances.)

Refer to Policy 9.1.7 for additional information.

## **Article XX. Association Privileges**

A. Payroll Deductions- The College provides payroll deductions subject to space available on deduction statements.

B. Dues Deduction- The College agrees to deduct membership dues pro rata from each paycheck of any of its faculty members who are members of the Association providing that the following items and conditions have been complied with:

1. Option A: Semimonthly payroll deduction authorization starting with the September 1<sup>st</sup> pay period.

Option B: An annual installment payable by September 15.

For new members choosing Option A, the payroll deductions for the month of membership shall be equal to one month's prorated annual dues amount.

New members choosing Option B shall pay a prorated amount of the annual dues from the beginning of the month of membership to the next annual installment due date.

2. The authorization may be canceled at any time by giving the College a written notice at least twenty (20) days prior to the cancellation date.

3. No deduction is made from any faculty member's salary without written permission.

4. It is understood that the Association assumes full responsibility for any error that may be made in authorizing membership dues deduction, and the Association agrees to reimburse any faculty member for any money found to be wrongfully or illegally withheld pursuant to this provision.

C. Association Meetings. Faculty Association may have meetings on the MATC campus as long as it does not interfere with scheduled student class time. The College allows up to ten (10) Professional Development days (not sick or personal leave) for Faculty Association members to attend meeting away from MATC with no one member being allowed to use more than five (5) days, which are treated as professional development, with no reduction of student learning experience. College funds are not used to reimburse for expenses.

**Article XXI. Right of Representation**

Faculty are entitled to have present a representative of the employee's choice during any meeting which is related to performance or which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee, until such representative is present. Further, in the event of such a meeting, the employee shall be advised of the meeting and the right to representation, in writing, under the provision of this Agreement, prior to the meeting.

This agreement was ratified by the Faculty Association on Tuesday, August 22<sup>nd</sup>, 2023, and approved by the Board of Directors on Tuesday, August 29th, 2023.

Manhattan Area Technical College  
New Faculty Association

*Rachel Ohmes*

\_\_\_\_\_  
Rachel Ohmes, Chair

*Jaren Nittler*

\_\_\_\_\_  
Jaren Nittler

*Mark Miller*

\_\_\_\_\_  
Mark Miller

*8/29/2023*

\_\_\_\_\_  
Date

Manhattan Area Technical College  
Board of Directors

*Brett Ballou*

\_\_\_\_\_  
Brett Ballou, Chair

*30 AUG 2023*

\_\_\_\_\_  
Date