

**COLBY COMMUNITY COLLEGE  
AND  
FACULTY ALLIANCE**

**MASTER AGREEMENT**

**2010-2011**

## INDEX

PREAMBLE .....	1
NEGOTIATING UNIT.....	2
Article I. AFFIRMATIVE ACTION .....	2
Article II. RIGHTS OF THE PROFESSIONAL EMPLOYEES AND THE BOARD .....	2
Article III. FACULTY ALLIANCE RIGHTS.....	3
Section A. Facilities and Equipment.....	3
Section B. Access to Information .....	3
Section C. Distribution of Master Agreement .....	3
Article IV. EMPLOYEE PROBATION AND EVALUATION .....	3
Section A. New Employees .....	3
Section B. Employee Evaluation Procedures.....	4
Article V. DISCIPLINARY PROCEDURES.....	5
Section A. General Statements .....	5
Section B. Professional Employee Discipline--Just Cause.....	5
Section C. Right to Representation.....	5
Section D. Plans of Assistance.....	5
Section E. Steps of Corrective Actions.....	5
Section F. Disposition of Action.....	6
Section G. Emergency Removal from Duties.....	6
Article VI. ACADEMIC AND PERSONAL FREEDOM .....	6
Section A. Academic Freedom .....	6
Section B. Personal Freedom.....	7
Article VII. LEAVE.....	7
Section A. Sick Leave.....	7
Section B. Adoptive Leave .....	8
Section C. Personal, Professional, and Institutional Leave .....	8
Section D. Bereavement Leave.....	8
Section E. Leave of Absence .....	8
Section F. Regular Part-Time Professional Employees.....	9
Section G. Inclement Weather .....	9
Article VIII. GRIEVANCE PROCEDURE.....	9
Section A. Definitions.....	9
Section B. Purpose .....	9
Section C. Procedure.....	9

Article IX. TERMINATION OF CONTRACT.....	10
Section A. Termination of Employee’s Contract.....	10
Section B. Assessment of Damages .....	10
Article X. NON-RENEWAL AND TERMINATION OF NON-PROBATIONARY PROFESSIONAL EMPLOYEES .....	11
Section A. Due Process.....	11
Section B. Reduction in Staff.....	11
Section C. Service and Benefits.....	12
Article XI. TERMS OF PROFESSIONAL SERVICE.....	12
Section A. Professional Workload.....	12
Section B. Professional Involvement and Committee Assignments.....	13
Section C. Employee Files.....	13
Section D. Employee Safety .....	13
Article XII. PAYROLL AGREEMENT.....	14
Section A. Payroll Procedure.....	14
Section B. Payroll Deductions .....	14
Article XIII. COMPENSATION AND FRINGE BENEFITS .....	15
Section A. Salary .....	15
Section B. IRC Section 125 Cafeteria Salary Reduction Plan.....	15
Section C. Travel Expenses .....	16
Section D. Tuition Grants .....	17
Section E. Liability Insurance.....	17
Section F. Admission to College Activities.....	17
Section G. Early Retirement .....	17
Section H. Benefits to Dependents of Deceased or Permanently Disabled Professional Employees.....	19
Section I. Wellness Program Benefits .....	19
Section J. Salary Adjustment.....	19
Section K. Fringe Benefits.....	20
Article XIV. EMPLOYMENT DATES.....	20
Section A. Nine-Month Contracts.....	20
Section B. Extended Contracts .....	20
Article XV. OTHER CONDITIONS OF PROFESSIONAL SERVICE.....	20
Section A. Witness and Jury Service .....	20
Article XVI. SAVINGS CLAUSE .....	21
DEFINITIONS.....	22
EXHIBIT 1 IN-CLASS TEACHING EVALUATION FORM.....	23
EXHIBIT 2 PERFORMANCE EVALUATION FOR COACHING STAFF .....	26

EXHIBIT 3 ON-LINE COURSE REVIEW/INSTRUCTOR EVALUATION.....	33
EXHIBIT 4 FACULTY EVALUATION OF DIVISION CHAIRS.....	36
EXHIBIT 5 STUDENT EVALUATION OF INSTRUCTION.....	37
EXHIBIT 6 NON-TEACHING PROFESSIONAL EMPLOYEE EVALUATION .....	38
EXHIBIT 7 OVERLOAD AND ITV PAY SCHEDULE IN DOLLARS PER CREDIT HOUR .....	41
EXHIBIT 8 SEXUAL HARASSMENT POLICY .....	42
EXHIBIT 9 AIDS POLICY.....	43
EXHIBIT 10 DRUG-FREE WORK PLACE POLICY.....	44
SIDE LETTER TO MASTER AGREEMENT.....	45

## COLBY COMMUNITY COLLEGE MASTER AGREEMENT

This Agreement made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2010. The Board of Trustees of Colby Community College (hereinafter referred to as the Board) and the Faculty Alliance of Colby Community College (hereinafter referred to as the Alliance) as representative of the Professional Employees as defined and listed under Negotiating Unit (hereinafter referred to as Professional Employees) of Colby Community College (hereinafter referred to as the College), enter into this Agreement covering the following terms and conditions of professional service for the school year 2010-2011.

WHEREAS, in K.S.A. 72-5413, *et seq.*, the Legislature of the State of Kansas has established a procedure for Professional Employees employed within a community college district of the State of Kansas to organize and to select a representative for the purpose of professional negotiations, and the majority of the Professional Employees within the community college district have designated the Alliance as their representative for the professional negotiations; and

WHEREAS, the Board and its designated representatives have met with representatives of the Alliance and have considered, discussed, and negotiated terms and conditions of professional service; and

WHEREAS, the Board and the Alliance recognize and declare that providing a quality education for the students of the College is their mutual desire and that the character of such education depends upon the quality and morale of the instructional staff; and

WHEREAS, this agreement shall be made a part of individual contracts with the same force and effect as though fully set forth therein.

That all terms and conditions of this agreement between the Alliance and the Board shall be effective from July 1, 2010 until June 30, 2011, provided it is ratified by a majority of the members of the Board and a majority of the members of the negotiating unit voting, as long as a majority of the Professional Employees in the negotiating unit vote, as provided by K.S.A. 72-5421 (a) and (b).

Faculty Alliance

Colby Community College  
Board of Trustees

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Chairperson

\_\_\_\_\_

## NEGOTIATING UNIT

This Agreement shall pertain to all Professional Employees as defined in K.S.A. 72-5413(c) at Colby Community College main campus and the Norton Annex employed on a full-time basis, and those regular part-time Professional Employees whose teaching load (measured in terms of credit hours taught or contact hours in an educational or instructional capacity or a combination of both) is at least six (6) credit hours per semester in two (2) consecutive semesters in the academic year or at least nine (9) credit hours in one semester in the academic year, excluding summer sessions and courses taught for concurrent high school credit (also known as dual-credit). Unit qualifications only apply to those individuals who are specifically involved in a student's academics in a classroom or academic instructional environment. Coaches without teaching responsibilities are excluded from the unit. Head coaches hired before the 2009-10 academic year may remain in the unit or may choose to be excluded from the unit by requesting an administrative contract. Such a request for an administrative contract and exclusion from the unit will be granted in writing by the Faculty Alliance.

### Calculation of Student Contact Hours

The calculation of student contact hours for inclusion in the bargaining unit shall be as follows:

1. One and one-half hours of student contact are equal to one hour of classroom time.
2. Lab, athletic practice hours, lessons, and classes published in the school line schedule will be valued as stated in (1) above. Lab, practice hours, lessons, and classes published as "arranged" in the school line schedule will be valued as stated in (1) above as set forth in the Professional Employee's employment contract.
3. Competition time and one hour before and after the competition will be valued as stated in (1) above.

### **Article I AFFIRMATIVE ACTION**

The Board and the Alliance agree to support mutually the Board's comprehensive Affirmative Action Policy which pledges to recruit, hire, train, promote, compensate, assign, transfer, discipline, terminate, or non-renew persons in all employment classifications without regard to race, color, national origin, sex, disability, or age.

### **Article II RIGHTS OF THE PROFESSIONAL EMPLOYEES AND THE BOARD**

The Professional Employees of Colby Community College have certain rights as stated in K.S.A. 72-5414.

The Board of Trustees has certain retained rights as guaranteed by K.S.A. 72-5423, including the powers set forth in K.S.A. 71-201, *et seq.*, and are not abridged by provisions in this Agreement.

**Article III  
FACULTY ALLIANCE RIGHTS**

Section A. Facilities and Equipment

1. The Alliance may be allowed the use of College facilities, during normal operational hours, for meetings to conduct usual and routine Alliance business, provided that College activities are not interrupted.
2. The Alliance may use the College campus mail system, provided said use is not in violation of any applicable laws. The Alliance also may be allowed the use of College equipment such as computers and duplicating equipment. Also, the Alliance may be allowed the use of College telephones for local and in-state calls when such equipment is not otherwise in use. The Alliance may have access to a College vehicle for one in-state trip provided the Alliance provides to the College administration certification of liability and collision insurance to cover the vehicle and its use by the Alliance.
3. Prior approval for use of college facilities, equipment, and materials must first be obtained in a manner consistent with the Board's facility and equipment usage policy.

Section B. Access to Information

The Board agrees to provide to the Alliance all information to which it is entitled by law. When information is requested by the Alliance, it will be provided as available and in the manner as kept by the College. Should the Alliance desire copies of information kept by the College, the Alliance will reimburse the College for the cost of producing the copies.

Section C. Distribution of Master Agreement

This Master Agreement shall be posted on the Colby Community College web site (colbycc.edu) not later than the first contract day of each school year. In the event that ratification by the parties has not occurred by the first contract day of the school year, the Master Agreement shall be posted on the college web site within ten (10) calendar days after the Board has received notice that a successor agreement has been ratified. Copies of the Master Agreement will also be available for distribution.

The president of the Alliance will be given a copy of each successor Master Agreement for use by the Alliance in its duties as the certified agent representing the members of the negotiating unit. This copy will be delivered at the same time or before distribution to the members of the negotiating unit.

**Article IV  
EMPLOYEE PROBATION AND EVALUATION**

Section A. New Employees

Except as provided by K.S.A. 72-5445, all Professional Employees who are employed after June 1, 1991, during their first three consecutive years of employment at Colby Community College shall be deemed to be in a probationary status. 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 as provided by statute. Due process procedures and contract termination in the case of non-renewal or termination of a probationary employee shall be in accord with K.S.A. 72-5436 to 72-5437 and 72-5446, as amended.

A Professional Employee on probationary status shall have no rights based on length of employment at the College, but during employment shall be entitled to the same economic benefits that are provided for other Professional Employees.

Section B. Employee Evaluation Procedures

1. Employees who are within the first three years of service will be evaluated at least twice each year in accordance with the laws of the State of Kansas. Employees who are in their fourth year of service shall be evaluated no later than February 15. Employees with five or more years of service shall be evaluated at least once every three years.
  2. The first evaluation observation of the Professional Employee in each year shall be scheduled by the administrator/evaluator in advance. Two additional unscheduled evaluation observations may be held at the option of the administrator/evaluator.
  3. The number of evaluations as stated in paragraph 1 of this Section are minimums. The Vice President of Academic Affairs has the right to authorize more frequent evaluations on the basis of performance deficiencies discussed in the evaluation conference and evaluation of new courses/programs, change of teaching methods or delivery, or new fields of study.
  4. The administrator/evaluator shall complete written observation notes for all observations. The written observation notes will be provided to the Professional Employee within three (3) working days of the evaluation.
  5. Prior to the completion of the formal evaluation, the administrator/evaluator shall observe the Professional Employee for at least one hour.
  6. Professional Employees shall be evaluated by administrator/evaluator, self, and students. The administrator/evaluator shall meet with the Professional Employee for an evaluation conference within thirty days after the receipt of the documents of the administrator's evaluation, the self-evaluation, and the students' evaluations.
  7. Should the evaluation reveal a performance deficiency, the administrator/evaluator shall provide written suggestions for the correction of deficiencies. At the evaluation conference the Professional Employee and administrator/evaluator shall review the written suggestions. The suggestions may include assistance to be provided by the administrator/evaluator, action to be taken by the Professional Employee, and time for future observations. This paragraph shall not restrict the Board's right to terminate or non-renew a Professional Employee's contract.
  8. The Professional Employee may make a written response to the evaluation within two (2) weeks of the evaluation conference and presentation of the evaluation documents.
  9. No evaluation statement shall be based on evidence not directly observed by the administrator/evaluator except information gathered under paragraph 10 in this Article.
  10. Student evaluations shall not be done before forty (40) percent of the class is complete.
  11. The following forms shall be a part of this agreement by inclusion in the appendix:
    - a. In-Class Teaching Evaluation Form (Exhibit 1)
    - b. Performance Evaluation of coaching Staff (Exhibit 2)
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- c. On-Line Course Review/Instructor Evaluation (Exhibit 3)
- d. Faculty Evaluation of Division Chairs (Exhibit 4)
- e. Student Evaluation of Instruction (Exhibit 5)
- f. Non-Teaching Professional Employee Evaluation Form (Exhibit 6)

## **Article V DISCIPLINARY PROCEDURES**

### Section A. General Statements

1. The purpose of this Article shall be to establish procedures and standards for the constructive and progressive discipline of a Professional Employee if and when discipline is necessary.
2. When a policy is violated, the main concern is corrective action.
3. All disciplinary actions against a Professional Employee shall be subject to grievance.

### Section B. Professional Employee Discipline--Just Cause

No Professional Employee will be subject to discipline without just cause. The specific grounds forming the basis for disciplinary action will be made in writing and given to the Professional Employee.

### Section C. Right to Representation

If an administrator or the Board calls a Professional Employee into a conference or meeting on a matter which the Professional Employee believes may lead to disciplinary action against him/her, or intends to discuss or take disciplinary action, the Professional Employee has the right to have an Alliance representative of his/her choice present.

### Section D. Plans of Assistance

1. A Professional Employee for whom a concern or problem has been identified will have the benefit of timely assistance by the administration, peers, and other experts, as well as time within employee contract dates to make progress toward improvement if Section G of this Article is not employed. The burden of improvement is always on the employee.
2. An assistance team will be appointed upon mutual consent of the Professional Employee and the administrator responsible for the Professional Employee's performance.
3. The assistance team will work with the Professional Employee involved to establish goals, objectives, strategies for making progress, time lines, and progress indicators.

### Section E. Steps of Corrective Actions

The following steps of corrective actions are appropriate for progressive discipline; however, they are not synonymous with, nor a substitute for, administrative assistance. They are recommended as appropriate measures to take when violations of Board policies occur.

1. A Professional Employee who violates a policy shall be advised of the violation.
2. When a Professional Employee repeatedly violates a board policy or when the violation results in serious damage to another party, the appropriate administrator may place a letter of concern in the said employee's personnel file.

A copy of the letter will be delivered to said employee prior to placement in the file. Professional Employees may respond to the letter of concern and a copy of the response will be placed in said file by the appropriate administrator.

3. A written warning may be sent to the Professional Employee by the appropriate administrator.
4. The Professional Employee may be reassigned to other duties.
5. A disciplinary probation period may be established with the benefit of an administrative hearing of the facts.
6. One-day suspension without pay may be enforced.
7. Two-day suspension without pay may be enforced.

#### Section F. Disposition of Action

1. The Board will provide to the Professional Employee a pre-termination hearing at which the Professional Employee will be advised of the charges and given an explanation of the nature of the evidence upon which the Board relies, along with an opportunity for the Professional Employee to tell his/her side of the story and any explanation the Professional Employee may desire to make in denying the charges. At the conclusion of the pre-termination hearing, the Board will close its investigation and may, if warranted, take appropriate disciplinary action, up to and including discharge.
2. The pre-termination hearing will not reduce the statutory rights provided to the Professional Employee under the Due Process Statute, K.S.A. 72-5436, *et seq.*

#### Section G. Emergency Removal From Duties

1. In the event imminent action must be taken because of the immediacy and seriousness of accusation, the Professional Employee may be placed on administrative leave with pay pending the conclusion of an investigation and determination of the facts.
2. The findings and recommendations shall be shared in writing with appropriate administrators, the involved Professional Employee, and his/her representative from the Alliance prior to presentation to the Board.

### **Article VI ACADEMIC AND PERSONAL FREEDOM**

#### Section A. Academic Freedom

The Board and the Alliance agree that academic freedom is essential to the fulfillment of the purposes of the college, and they acknowledge the fundamental need to protect Professional Employees from any censorship or restraint that might interfere with their obligation to pursue truth in the performance of their functions.

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The College acknowledges and agrees that course material developed for distance learning as work for hire\* will be the property of the Developer and the College (all rights therein, including, without limitation, copyright) and belongs to and shall be the shared property of the Developer and the College. The instructor may upon leaving the employment of CCC receive a copy of the course. Other exclusions must be made explicit in the signed contract. Said course and material will become a part of CCC's repository and all such courses may be scheduled as needed and may be taught by a variety of qualified faculty both during the after employment ceases. The course will not be deleted from CCC's repository without written permission from the Vice President of Academic Affairs.

\*Work for hire is defined as: 1) a work prepared by an employee within the scope of his or her employment; or 2) a work specially ordered or commissioned for use as a contribution to a collective work if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire. (Pittsburg State University vs. KBOR)

### Section B. Personal Freedom

The personal life of a Professional Employee, especially concerning outside employment and activities, is not an appropriate concern of the Board except as it may directly prevent the Professional Employee from performing the employee's assigned functions or insofar as such activities, specifically conduct prohibited by law, or conviction of a felony crime, reflect negatively on the College.

## **Article VII LEAVE**

### Section A. Sick Leave

Each full-time Professional Employee shall begin each school year with ten (10) full days of sick leave credit. The unused portion shall accumulate until a total of ninety (90) days is acquired.

Payment for sick leave shall be subject, when requested by the Board, to medical certification from the Professional Employee's medical doctor for any absence of seven (7) or more contract days. Instructors transferring to Colby Community College from other colleges and school systems shall retain their accumulated sick leave up to thirty (30) days.

1. Each full-time Professional Employee will be notified of the amount of accumulated sick leave he or she has at the beginning of each school year.
2. Sick leave shall be used only for the illness or injury of a full-time Professional Employee or his/her family, including the time during which the Professional Employee is physically unable to perform normal work assignments because of childbearing. Family shall be defined as spouse, adult children, minor children, stepchildren, grandchildren, step grandchildren, siblings, parents, and stepparents. Individualized consideration regarding use of sick leave in special circumstances not included in the definition of family can be evaluated by administration. In the event a full-time Professional Employee uses all of his/her sick leave and is still unable to return to work owing to his/her personal illness or injury, and said Professional Employee's inability to return to work is certified in writing by the attending physician, the Board will grant up to a maximum of 130 working days total during the Professional Employee's employment at the College, including the Professional Employee's own sick leave. After the employee has used up his/her own accumulated sick leave, and if he/she then becomes eligible for another form of assistance to which the Board contributes, the Board will not be bound to

the emergency sick leave days. The Board has the option to request a second physician's opinion.

3. In the event a person has experienced a catastrophic medical emergency, Professional Employees may give sick days to the person to assist with medical need. The Professional Employee will donate the days in writing to the Vice President of Business Affairs.
4. Upon retirement or accepted resignation of employment at the college, a Professional Employee will be reimbursed fifteen (15) percent of the sick days the employee has accumulated. Only whole numbers will be counted, there will be no fractions or rounding of days. This does not apply if early retirement is used.

#### Section B. Adoptive Leave

The Board and the Alliance agree to abide by the provisions of the Family and Medical Leave Act of 1993 (or as amended) as to adoptive leave and other forms of leave provided by the Act and that the Board may implement employee policies applicable to Professional Employees covered by this Agreement consistent with the provisions and regulations of that Act.

#### Section C. Personal, Professional, and Institutional Leave

In addition to sick leave, the College will grant leave time for personal, professional, and institutional purposes to full-time Professional Employees. Said employees are expected to use discretion in requesting leave. A total of six (6) days per academic year will be awarded to a full-time Professional Employee for any combination of personal and professional leave. Any additional personal or professional leave deemed necessary by the employee may be requested and shall be subject to the approval of the administration.

1. Personal Leave: Any absence which a Professional Employee takes for personal reasons or which is not covered by either professional or institutional leave is considered personal leave.
2. Professional Leave: Any absence requested by a Professional Employee for the purpose of attending a professional meeting or workshop is considered professional leave.
3. Institutional Leave: Any absence resulting from the Professional Employee being responsible for a student activity or selected to represent the institution at an activity or meeting will be considered institutional leave.

#### Section D. Bereavement Leave

Up to a total of four (4) days per occurrence shall be awarded to each full-time Professional Employee for bereavement due to the death in the Professional Employee's extended and blended family. All leave is to be taken within two (2) weeks after the employee learns of the death of the relative. Bereavement leave for regular part-time Professional Employees is described in Section F in this Article.

#### Section E. Leave of Absence

A full-time Professional Employee applying for a leave of absence for up to one (1) year without pay shall sign a contract to teach at Colby Community College for the year following. The contract to return for the next year shall be signed prior to leaving. Upon return, the employee will be paid in accordance with the negotiated agreement as though no leave had occurred and employment

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had continued during the year of absence. Leaves under this provision will be granted only upon recommendation of the President and approval by the Board.

#### Section F. Regular Part-Time Professional Employees

Regular part-time Professional Employees in the Negotiating Unit will be granted a pro-rata portion:

1. A total of ten (10) days of sick leave per academic year, and any unused portion may accumulate up to a total of seventy-five (75) days;
2. A total of five (5) days per academic year for any combination of personal and professional leave as defined in Section C of this Article; and
3. An additional day per academic year for bereavement leave purposes as defined in Section D of this Article.

#### Section G. Inclement Weather

Professional Employees will not be required to attend school when the students are not required to attend because of inclement weather. Professional Employees who regularly perform non-teaching duties may be required to perform those duties. There will be no deduction of salary or leave owing to school missed during inclement weather. The decision to close is exclusively that of the College President or designee.

When time is missed owing to inclement weather, Professional Employees shall report to their immediate supervisors how they will make up the time lost before the end of the term.

### **Article VIII GRIEVANCE PROCEDURE**

#### Section A. Definitions

1. **Grievance:** A complaint by a Professional Employee, group of Professional Employees, or the Alliance based on an alleged violation, misinterpretation, or misapplication by the College of a negotiated contract or agreement, a Board policy, administrative regulation, or practice affecting conditions of employment.
2. **Aggrieved Person:** The person, persons, or the Alliance making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

#### Section B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Professional Employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### Section C. Procedure

1. **Level One**

The aggrieved person may first discuss the problem with the supervising Vice President.

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During this discussion the aggrieved person, either directly or through the Alliance's grievance representative, shall seek to resolve the matter informally.

2. Level Two
  - a. If the aggrieved person is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within five (5) school days after discussion of the grievance, the Professional Employee may file the grievance in writing simultaneously with the Alliance, or its designee, and the College President.
  - b. Within five (5) school days after receipt of the written grievance by the College President, the President will meet with the aggrieved person and the representative of the Alliance in an effort to resolve the grievance. The President shall submit a decision, in writing, to the aggrieved person and the Alliance within five (5) school days after the meeting.
  
3. Level Three
  - a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, then within five (5) school days of the receipt of the President's response, the Professional Employee may file the grievance with the Alliance, or its designee, for transmittal to the Board or its designee.
  - b. Within fifteen (15) school days after receipt of the written grievance by the Board, the Board will meet with the aggrieved person and the representative of the Alliance in an effort to resolve the grievance. The Board shall submit a decision, in writing, to the aggrieved person and the Alliance within fifteen (15) school days of the meeting.

## **Article IX TERMINATION OF CONTRACT**

### Section A. Termination of Employee

In the event the employment of a Professional Employee shall be terminated as provided by law, prior to the expiration of the school year, the salary to be paid shall be equal in the same proportion as the time of actual duty performed prior to the effective date of termination to the total length of contract.

### Section B. Assessment of Damages

1. In the event a Professional Employee gives notice to terminate his/her primary employment contract any time before its expiration, the Board may impose damages as set forth in this Section.
2. Upon receipt of the Professional Employee's notice of early termination, the Board, or its designee, shall notify the President of the Alliance in writing of such early termination.
3. The Board Secretary shall notify the Professional Employee in writing that the Board will consider the assessment of damages pursuant to this Article and the date of the Board meeting wherein the consideration will occur. The notice shall be effective if delivered to the Professional Employee in person at least three (3) days before the open meeting, or mailed, regular U.S. mail, to the Professional Employee's local residential address at least

five (5) days before the open meeting. The Professional Employee shall be entitled to be present in person, or by representative, and to present information to the Board.

4. If the Professional Employee terminates his/her primary employment contract after:

May 31 and before the commencement of the fall term the damages to be assessed shall be Five Hundred Dollars (\$500.00) plus an amount equal to any insurance premium contributions paid by the Board on behalf of the Professional Employee and/or his/her dependents after May 31.

If the Professional Employee terminates his/her primary employment contract after:

the commencement of the fall term and before January 1, the damages to be assessed shall be One Thousand Dollars (\$1,000.00); or

January 1 and before May 31, the damages to be assessed shall be Seven Hundred Fifty Dollars (\$750.00).

At the conclusion of the open meeting, the Board shall have the final authority to determine what damages shall be assessed.

**Article X**  
**NON-RENEWAL AND TERMINATION OF**  
**NON-PROBATIONARY PROFESSIONAL EMPLOYEES**

Section A. Due Process

Due process procedure and contract termination in the case of non-renewal and termination of any non-probationary Professional Employee at Colby Community College shall be based on the definitions and explanations as stated in K.S.A. 72-5436 to 72-5446, as amended.

Section B. Reduction in Staff

If the Board determines that there is to be a reduction in staff because of financial exigency, decline or change in student enrollment or composition, or other valid reasons which will result in the termination or non-renewal of any non-probationary Professional Employee, the following procedures shall be followed:

1. The division and/or teaching area in which the Administration has determined reduction is to take place shall have a meeting with Administration and the Board prior to the actual reduction in force occurring to allow conversation about the reasons for said reduction in force.
2. Consideration will be given to any full-time Professional Employee who desires early retirement or to attrition occurring through Professional Employee resignations received by the Board on or prior to April 1 in said division and/or teaching area as determined by the administration for reduction if said position is one that the Administration has determined not to fill.
3. Non-tenured, temporary, and 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. The full-time Professional Employee in the division and/or teaching area designated by the administration will be retained by applying the following ordered criteria:

- a. is most qualified in the most critical teaching area(s) needed by the College;
- b. has the most seniority in years of service to the College;
- c. has taken the most graduate hours;
- d. if persons are still equal, they will draw numbers to determine who will be released. The person with the largest number will be released.

### Section C. Service and Benefits

Professional Employees shall retain credit for their length of service up to the time that termination or non-renewal under Section B of this article takes place, but shall not be entitled to earn additional credit for service nor receive benefits thereafter.

## **Article XI TERMS OF PROFESSIONAL SERVICE**

### Section A. Professional Workload

1. Normal Professional Workload. The normal instructor workload for full-time Professional Employees shall consist of fifteen (15) credit hours or twenty (20) contact hours per week per semester, or thirty (30) credit hours or their equivalent per year. The normal instructor workload for regular part-time Professional Employees shall consist of at least six (6) credit hours per semester. Instructional credit hours for fall and spring semester of the academic year are the only basis for determining a regular part-time Professional Employee. Teaching with an alternative method of delivery will continue to be voluntary. Priority for hiring instructors for all on-line and alternative methods of course delivery will first be offered to qualified on-campus instructors before bringing in non-tenured instructors from off-campus.
2. Overload, Outreach, and AXIO (Online) Compensation. If full-time and regular part-time Professional Employees as defined in the negotiating unit teach more than the normal workload, including summer school and outreach, as defined in Article XI, Section A, Paragraph 1, they will be compensated at the rates listed in the Overload and ITV Pay Schedule in Exhibit 5.
3. Assignments Other Than Teaching. Professional Employees who do not instruct classes or instruct on a combined assignment will assume duties and responsibilities as assigned by the Vice President of Academic Affairs in consultation with the appropriate Division Chair. The Division Chair may recommend the number of credit hours for the assignment to the Vice President of Academic Affairs. If the Professional Employee does not agree with the duties or credit hours assigned by the Vice President of Academic Affairs, procedures outlined in Article VIII of this agreement may be followed.
4. Hours On-Campus. Full-time Professional Employees shall be required to be on-campus for a minimum of thirty-five (35) hours per week (other than overload class time) including normal professional workload, miscellaneous assignments, office hours (minimum of fifteen (15) hours per week), and other student availability hours. Full-time professional employees shall be required to be on campus every day of a normal work week, except in instances where program instruction requires otherwise. Regular part-time Professional Employees shall be required to be on-campus weekly on a pro-rata basis of a full-time Professional Employee. If a Professional Employee's normal

professional workload includes night or off-campus classes, a pro-rata reduction travel time will be made from the number of hours the Professional Employee is required to be on campus.

#### Section B. Professional Involvement and Committee Assignments

1. Professional Employees shall assist with final enrollment for the fall and spring semester, student registration, academic counseling and advising. Participation in college committees is also considered a regular part of the Professional Employee's duties.
2. Professional Employees shall participate in the institution's student outcomes assessment program and shall demonstrate the use of student outcome assessment data to improve instruction.
3. The Professional Development Plan will be completed by all professional employees to assure growth and improvement in skills and knowledge necessary to be an effective instructor/teacher. The specific steps of the plan will be determined by the Vice President of Academic Affairs and a committee of Professional Employees, based on available resources. Completion/success of the Development Plan will be noted on the Professional Employee's evaluation in the "Other Comments" section.

#### Section C. Employee Files

Any Professional Employee's payroll and personnel files shall be open to the inspection of the employee during normal business hours. At the written request of the employee, a representative of the Alliance may inspect the employee's file. The employee shall have the right to respond to all materials contained in said file. Such response shall become part of the file.

The Professional Employee and/or his/her representative shall have the right to reproduce any of the contents of his/her personnel file at his/her expense.

Any written complaint regarding a Professional Employee made to an Administrator by any parent, student, or other person which is placed in the Professional Employee's file shall be provided to the Professional Employee within three (3) working days of the receipt of the complaint. The Professional Employee shall have an opportunity to respond to the written complaint in writing within fourteen (14) days.

#### Section D. Employee Safety

No Professional Employee shall be required to work under any condition which the employee has deemed unsafe for students.

When a Professional Employee deems an emergency condition exists, the Professional Employee shall take action to cease working in that location immediately. The Professional Employee shall immediately notify the supervising vice president of his or her action and the reasons for such action. The decision of the Professional Employee shall be reviewed by the Vice President of Academic Affairs, Director of Maintenance, and the Chemical Hygiene Officer. The decision of the above-stated group shall be final.

When a Professional Employee deems an unsafe condition exists that is not an emergency, he/she shall notify his/her supervising vice president of the situation in writing. The Vice President of Academic Affairs, the Director of Maintenance, and the Chemical Hygiene Officer shall review the reported condition and notify the instructor of their decision within ten (10) days. The decision of the above-stated group shall be final.

## **Article XII PAYROLL AGREEMENT**

### Section A. Payroll Procedure

The total payment of nine-month contracts will be made over a period of twelve (12) months with the first payment made on the first banking day on or before the 20th of September and subsequent payments made on the first banking day on or before the 20th of each succeeding month until the total contract amount has been paid. Upon written authorization from the Professional Employee to whom the continuing contract law applies, the Board will pay the balance of the Professional Employee's contractual compensation for the school year in one (1) payment upon completion of all contractual obligations from the Professional Employee. The written authorization shall be filed with the college's business office no later than April 1 of the school year in which the balance payment is first authorized and shall remain in effect until revoked in writing by the Professional Employee. So long as the written authorization remains in effect, the balance of the Professional Employee's contractual compensation shall be paid each school year in like manner. Such payment will be made no later than June 30 of the school year.

Payments for overload and other supplemental contracts during the academic year will be paid in equal installments in October, November, and December for the first semester and in March, April, and May for the second semester.

Payments for summer sessions will be made on June 20 for the first session and July 20 for the second session.

Should pay day, the 20th of each month, fall on a Saturday or a Sunday, or any other legal holiday, payment will be made on the last full working day immediately preceding the 20th day of the month. The Professional Employee's check is deposited at a financial institution selected by the individual. Statements of earnings are placed in the Professional Employee's mailboxes during the school year and mailed during the summer months.

### Section B. Payroll Deductions

Within thirty (30) days after receipt of written authorization from the Professional Employee, the Vice President of Business Affairs shall deduct from the salary of the Professional Employee and make the appropriate remittance for:

1. Group health insurance
  2. Annuities
  3. Group Wage Protection Insurance
  4. Group Life Insurance
  5. Dues for Faculty Organizations
  6. Endowment Association
  7. Any other plans jointly approved by the Alliance and the Board
-

**Article XIII  
COMPENSATION AND FRINGE BENEFITS**

Section A. Salary

1. Each full-time Professional Employee for the 2010-2011 school year shall have his/her salary compared to the educational minimums stated in Section A. 6. Should his/her base salary be less than the corresponding minimum for his/her degree, then the salary shall be increased to the minimum. Each full-time Professional Employee will then receive a salary equal to his/her base salary for 2008-2009 school year, or the minimum as previously described, increased by \$500 to the base.
2. Each regular part-time Professional Employee for the 2009-2010 school year shall have his/her salary compared to the educational minimums stated in Section A. 6. Should his/her base salary be less than the corresponding minimum for his/her degree, then the salary shall be increased to be based on the pro-rata share of the 2008-2009 base salary.
3. For the 2010-2011 school year, if a regular part-time Professional Employee has a class or classes with less than a 10-student enrollment, the Board may cancel the class or the Professional Employee may agree to be paid on the Overload and ITV Pay Schedule (Exhibit 5) for that class only. The Professional Employee will be paid pro-rata for his/her other class or classes as long as total hours taught are six (6) or greater.
4. Each Professional Employee may voluntarily authorize the business office to deduct in equal monthly installments an amount of money to contribute to the Colby Community College Endowment Scholarship fund. It is further agreed the form used for IRC Section 125 Cafeteria Salary Reduction Plan be revised to provide for withholding in equal monthly payments. Written authorization of said deductions will be made by the Professional Employee on the form provided for authorizing other lawful deductions and submitted to the business office on or before September 1 of each respective school year or within thirty (30) calendar days of employment, whichever occurs later.
5. The minimum pay for a Bachelor's, Master's, or Doctoral degree will be as follows:

2010-2011	Bachelor's Degree:	\$30,300
	Master's Degree:	\$32,500
	Doctoral Degree:	\$39,000

6. Any instructor or Professional Employee hired as of July 1, 2000 with a bachelor's degree will have six (6) years from the date of employment to secure a master's degree or face his/her salary being frozen at \$36,500. The Board may waive the bachelor's salary level depending on the viability of the instructional position opening.

Section B. IRC Section 125 Cafeteria Salary Reduction Plan

1. The Board of Trustees has established a salary reduction plan whereby full-time and part-time employees may reduce their salaries by an amount necessary to purchase selected non-taxable fringe benefits.

These benefits, which are hereinafter referred to as the plan, may include: (1) medical insurance; (2) cancer insurance; (3) disability income; (4) dependent care; and (5) medical expense reimbursement.

2. The coverage, deductibles and co-payments of the benefits listed in the Section 125 Benefit Plan shall be jointly determined through the negotiations process. The Board of Trustees shall select the providers of the benefits listed in the Section 125 Benefit Plan provided that the level of coverage, deductibles, and co-payments are equal to that as determined through the negotiations process.
3. The parties shall use the assistance of a committee to ascertain whether there is a need to change any coverage, deductible and/or co-payment of any benefit listed in the Section 125 Benefit Plan. The committee shall be composed of three (3) persons selected by the Alliance, and three (3) persons selected by the Board. All persons shall be users of the insurance. The Board may appoint two (2) board members as ex-officio members of the committee.

Duties of the Committee:

- a. Review the benefits offered by insurance carriers under the salary reduction plan;
  - b. Review the insurance needs to include coverage, deductibles, and co-payments;
  - c. The committee shall begin their research by October 1 each year, and report to the teams no later than February 1 of each year.
4. Annual enrollment in the IRC Section 125 Plan shall be completed no later than December 31 of each plan year. The Employee has thirty (30) calendar days to complete enrollment. A Professional Employee's participation regarding changes to plan elections or termination of the plan is governed in accordance with the Colby Community College Cafeteria Plan, as amended. In addition, a Professional Employee may change his/her benefit plan upon becoming eligible for Medicare benefits.

Any unexpended money remaining at the end of the contract year committed by the Employee for one of those benefits shall revert to the Board.

5. Upon resignation or discharge of a full-time Professional Employee during the performance of said employee's contract, the plan, as elected by the employee, shall cease effective date of termination, with exceptions to the provisions under COBRA.
6. A full-time Professional Employee who terminates or retires effective the end of a school year, will maintain the terms of the plan until the end of said Professional Employee's contract term. A full-time Professional Employee retiring effective the end of the school term, shall be allowed participation in the plan according to insurance carriers, state, and federal regulations; however, the participation shall be at the Professional Employee's total expense and subject to approval or terms of the applicable insurance company or companies.

Section C. Travel Expenses

1. The Board will pay for all approved expenses incurred during College related travel and when travel by private automobile is authorized. Mileage will be reimbursed at the current state mileage rate.
2. The Board may provide a credit card to any Professional Employee who travels for professional or institutional leave. This card will be used to pay for college-related expenses (i.e., hotel, food, gas). The Professional Employee will return all receipts within

five (5) business days of completion of the activity to validate all expenses or reimburse the college for said unapproved expenses. No additional credit card will be issued until receipts are turned in. Additional expenses found in a delayed manner will be reviewed individually.

#### Section D. Tuition Grants

The Board makes tuition grants (Trojan grant) available for all full-time employees of the college and pro-rata for all regular part-time employees of the college and their dependents to enroll in college credit courses only without payment of tuition and student fees (dependent grant does not cover course supply fees). These tuition grants do not apply to non-credit workshops, seminars, or symposium offerings. Dependents are defined according to the rules of the Internal Revenue Service.

#### Section E. Liability Insurance

The Board of Trustees furnishes liability insurance to Professional Employees during their participation in college related functions. Legal action against an employee resulting from the execution of assigned duties shall be defended under the coverage provided by the College. Each employee is covered up to two million dollars by an umbrella policy in addition to the base coverage of insurance as provided in the current Board policy.

#### Section F. Admission to College Activities

Professional Employees and their dependents shall be admitted to the use of the College swimming pool during regularly scheduled public swim hours without charge. In addition, Professional Employees and their dependents shall be admitted without charge to all College-sponsored activities except events that are sponsored by an outside agency such as the Alumni, WPAA, Ambassadors, Student Union Board, NJCAA, or any other activity which includes an additional food service charge.

#### Section G. Early Retirement

Professional Employees may retire from employment with the college at the end of any academic semester in which they meet the eligibility requirements for early retirement. Early retirement is strictly voluntary and no Professional Employee shall be required to take early retirement before age 70.

1. An employee is eligible for early retirement if the employee:
  - a. is currently a Professional Employee of the College and;
  - b. is not less than age 59 or meets the KPERS provision for early retirement; and
  - c. has 15 years of employment at the College immediately prior to the request for early retirement; and
  - d. a majority of the 15 years of service shall have been full time service.
2. An employee desiring to take early retirement must submit his or her request in writing on or before the first day of the employee's last semester of service. This letter shall be submitted to the college President or his/her designee. This provision may be waived by the Board in the event the employee's health dictates such consideration.

3. The employee who has met the qualifications listed above and has submitted a valid application shall be entitled to the following benefits:
    - a. the retiree shall receive the individual employee insurance benefits provided in the current Master Agreement until he/she qualifies for Medicare benefits;
    - b. the retiree may at his/her option purchase additional coverage for family members who qualify for such benefits under the provisions of the current master agreement;
    - c. the following payments shall be made on or before June 30 of each year as follows:
 

15% of the employee's highest salary shall be paid to the employee during the first year of retirement;

12% of the employee's highest salary shall be paid to the employee during the second year of retirement;

10% of the employee's highest salary shall be paid to the employee during the third year of retirement;

10% of the employee's highest salary shall be paid to the employee during the fourth year of retirement; and

8% of the employee's highest salary shall be paid to the employee during the fifth year of retirement.

This schedule shall terminate when the employee becomes Medicare eligible or after five years from the date of retirement whichever first occurs.
  4. The first payment described in paragraph 3.c in this Section shall be paid by the College to the extent allowed by law into a Governmental Employees Final Pay Plan under Internal Revenue Code Section 401(a) to an account designated for the retiring Professional Employee. The Board of Trustees, after receiving input from the Faculty Alliance, will designate the entity to administer the Governmental Employees Final Pay Plan.
 

The second, third, fourth, and fifth payments described in paragraph 3.c in this Section, to the extent the employee is eligible to receive these payments, shall be paid by the College into an Internal Revenue Code Section 403b account established and designated by the retiring employee.
  5. Upon retiring (retirement shall be defined according to KPERS limitations in K.S.A. 74-4937(1): currently at age 62 with the completion of 10 years of credited service or the faculty member having the total of the number of years of credited service and the number of years of attained age equal to or more than 85), those who were Professional Employees and their spouses and dependents shall be admitted to the use of the College swimming pool during regularly scheduled public swim hours without charge. In addition, they shall receive a lifetime pass to all College-sponsored activities except the lecture series and events that are sponsored activities by an outside agency such as the Alumni Association, WPAA, Ambassadors, Student Union Board, NJCAA, or any other activity which includes an additional food charge.
  6. Retirees with at least ten (10) years of experience at CCC and their dependents shall be granted tuition waiver for any classes they enroll in at the College.
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#### Section H. Benefits to Dependents of Deceased or Permanently Disabled Professional Employees

Upon the death or permanent disability of a Professional Employee, the dependents of the Employee shall receive tuition grants as defined by Section D of Article XIII.

#### Section I. Wellness Program Benefits

A Professional Employee wishing to participate in the Annual Health Fair sponsored or co-sponsored by CCC shall have \$25 in fees for the Fair paid by the Board of Trustees.

#### Section J. Salary Adjustment

1. The Board agrees to adjust the salary of any Professional Employee who has followed proper procedures and has been approved for salary adjustment upon completion of a higher degree the semester immediately following completion of said degree.

All Professional Employees who began work on a higher degree prior to June, 1990 and can show evidence of actively pursuing said degree by (a) taking six (6) hours per year of coursework or (b) work on thesis or dissertation, will be considered to have followed proper procedures and been approved. The above-mentioned higher degree must be in the

Professional Employee's teaching field. The degree will be one granted by institutions of higher education which are accredited by the following agencies:

Middle States Association of Colleges and Schools Commission on Higher Education;

New England Association of Schools and Colleges;

The Higher Learning Commission, a commission of the North Central Association of Colleges and Schools;

Northwest Association of Schools and Colleges Commission on Colleges;

Southern Association of Colleges and Schools Commission on Colleges;

Western Association of Schools and Colleges Accreditation Commission for Community and Junior Colleges;

Accrediting Commission for Senior Colleges and Universities;

or foreign colleges and universities recognized by these bodies.

2. The full-time Professional Employee earning an advanced degree will receive the difference between the minimum base salary for the degree held and the minimum base salary of the degree earned ( "minimum base salary" is defined as the "minimum pay" for a Bachelor's, Master's, or Doctoral degree prescribed in Section A, 6 in this Article). The regular part-time Professional Employee earning an advanced degree will receive a prorata portion of the difference between the minimum base salary for the degree held and the minimum base salary of the degree earned.
3. Should a base salary for a new Professional Employee be greater than the base salary of an equivalent existing, non-probationary full-time Professional Employee, then the existing employee's salary will be increased to a point where it is equal to the new

employee's salary plus \$500. Equivalent in this case shall mean having the same academic degree in the same field of study and teaching in the same department.

#### Section K. Fringe Benefits

1. For the 2010-2011 school year, the Board will pay for each KPERS-eligible Professional Employee enrolled in the State of Kansas Employee Health Care Program for Unified School Districts a monetary amount equal to the Employer contribution monthly composite rates described in that Health Care Program for fiscal 2011, No Ramp Up, FT Employee and No Ramp Up, FT Dependent. In addition, the Board will pay \$4.95 per month toward a \$15,000 term and \$30,000 accidental death and dismemberment insurance policy for all full-time and regular part-time Professional Employees.

As provided in paragraph 3.b. in Section G. of this Article, if an employee, who meets the qualifications described in Section G. for early retirement and has submitted a valid application, desires to purchase coverage for his/her family member(s) who qualified for such benefits, the employee when he/she becomes a retiree may do so at his/her expense.

2. Formal written notification shall be made to the Human Resources Director prior to May 1 each year as to the returning KPERS-eligible Professional Employee's subscription to insurance in the fringe benefit. Newly contracted KPERS-eligible

Professional Employees shall notify the Human Resources Director of their choice within thirty (30) calendar days.

### **Article XIV EMPLOYMENT DATES**

#### Section A. Nine-Month Contracts

The employment contract for 2010-2011 shall include 172 working days beginning on August 13, 2010 through May 19, 2011. Non-contract days shall include Labor Day; Thanksgiving Break (3 week days); Winter Break (a minimum of 16 consecutive calendar days); Presidents' Day; Spring Break (5 week days); and Spring Holiday (2 week days). Programs with instructors who provide instruction during spring break will be excused by their supervising Vice President from work for a corresponding number of days at times other than during spring break.

#### Section B. Extended Contracts

Employees who work beyond the year as defined in Section A of this Article will be paid at their per diem rate for each additional day of service. This includes Professional Employees in these specific job titles: physical therapist assistant program faculty, nursing program faculty, and librarians in the negotiating unit.

### **Article XV OTHER CONDITIONS OF PROFESSIONAL SERVICE**

#### Section A. Witness and Jury Service

Professional Employees who present a court subpoena or summons to the Vice President of Academic Affairs shall be granted a leave with pay to serve as a witness or on a jury. Any payment received from the courts for jury duty must be returned to the college.

**Article XVI**  
**SAVINGS CLAUSE**

In the event any provision or application of this agreement is held to be contrary to law under any appropriate state or federal statute or regulation, the balance of this Agreement, not affected by such ruling, shall remain in full force and effect and the Board and Alliance shall meet in a good faith effort to negotiate appropriate provisions to correct any invalidity.

## **DEFINITIONS**

**ADMINISTRATION:** All persons employed by the Board in positions defined as administrative under K.S.A. 72-5431 (d).

**ALLIANCE:** Faculty Alliance, affiliated with Kansas National Education Association and NEA.

**BOARD:** The Board of Trustees of Colby Community College

**DAYS:** Except when otherwise defined, days shall mean working days for employees.

**EMPLOYEE:** All employees as defined in K.S.A. 72-5413 (c).

**IN-CLASS TEACHING EVALUATION FORM**

Course Number and Title: \_\_\_\_\_

Date Course was Observed: \_\_\_\_\_

Instructor's Name: \_\_\_\_\_

Observer's Name: \_\_\_\_\_

Following are several sets of statements concerning specific aspects of the course that you just observed. Please indicate the extent to which you would agree or disagree with each statement concerning the instructor.

5=strongly agree  
4=agree

3=neutral  
2=disagree

1=strongly disagree  
N=uncertain/nonapplicable

**SECTION I: GENERAL EVALUATION**

**I. Structure and Goals**

- |    |   |   |   |   |   |   |   |
|----|---|---|---|---|---|---|---|
| 1. | The instructor clearly conveyed the purpose for each activity (lecture, discussion, and so forth) for the class period.         | 5 | 4 | 3 | 2 | 1 | N |
| 2. | The class presentation seemed to be carefully planned and organized.  | 5 | 4 | 3 | 2 | 1 | N |
| 3. | The class presentation built toward one or more basic principles or conclusions that the students seemed to understand clearly. | 5 | 4 | 3 | 2 | 1 | N |

**II. Instructor-Student Rapport**

- |    |  |   |   |   |   |   |   |
|----|--|---|---|---|---|---|---|
| 1. | The instructor answered questions in a straightforward and understandable manner.                                  | 5 | 4 | 3 | 2 | 1 | N |
| 2. | The instructor appeared to be open to the ideas, suggestions, and criticisms of all of the students in the course. | 5 | 4 | 3 | 2 | 1 | N |
| 3. | The students seemed to be genuinely receptive to the ideas of the instructor during this class period.             | 5 | 4 | 3 | 2 | 1 | N |
| 4. | The instructor encouraged the participation of students actively in class.   | 5 | 4 | 3 | 2 | 1 | N |

**III. Subject Matter and Instruction**

- |    |  |   |   |   |   |   |   |
|----|--|---|---|---|---|---|---|
| 1. | The instructor conveyed an enthusiasm about the course and subject matter.   | 5 | 4 | 3 | 2 | 1 | N |
| 2. | The instructor presented material that was appropriate for the level of the course and for the level of preparation of the students. | 5 | 4 | 3 | 2 | 1 | N |

\_\_\_\_\_

**EXHIBIT 1**

	5=strongly agree 4=agree	3=neutral 2=disagree	1=strongly disagree N=uncertain/nonapplicable				
3.	The instructor introduced the topic(s) of this class period in a manner that was both stimulating and relevant.	5	4	3	2	1	N
4.	The instructor demonstrated adequate knowledge of the subject matter being conveyed.	5	4	3	2	1	N
5.	The instructor used student answers and comments to encourage or bring other students into the discussion.	5	4	3	2	1	N
6.	The students were generally attentive throughout the class period.	5	4	3	2	1	N
7.	The instructor used a variety of teaching methods and aids and adapted teaching methods to meet individual learning differences.	5	4	3	2	1	N
8.	The instructor provided alternative modes for learning when appropriate.	5	4	3	2	1	N
<b>IV.</b>	<b>General</b>						
1.	I would recommend this course to students.	5	4	3	2	1	N
2.	I personally found this class period to be interesting and informative.	5	4	3	2	1	N
3.	I believe that I was able to fairly judge the nature and tenor of the teaching-learning process during this class period.	5	4	3	2	1	N
4.	The instructor offered an up-to-date course syllabus.	5	4	3	2	1	N
5.	I believe the instructor provided an atmosphere conducive to learning through personal appearance, speech, and appropriate maturity.	5	4	3	2	1	N
6.	The instructor completed and reported assessment of student learning activities related to outcomes listed in the course syllabus.	5	4	3	2	1	N
7.	Completes job requirements according to established job descriptions.	5	4	3	2	1	N

**EXHIBIT 1**

**SECTION II: THE INSTRUCTOR**

Indicate for each word or phrase listed below the extent to which you think it accurately describes the instructor as you observed him performing in this course. Please use the following key in responding to these words or phrases:

- 3 = accurately describes this instructor
- 2 = partially describes this instructor
- 1 = does not describe this instructor
- N = uncertain/nonapplicable

Uses gestures	3	2	1	N
Pauses occasionally	3	2	1	N
Moves about	3	2	1	N
Varies pitch and tone of voice	3	2	1	N
Uses language the students can understand	3	2	1	N
Sufficient eye contact with students	3	2	1	N
Flexible in response to students	3	2	1	N
Makes presentations at acceptable speed	3	2	1	N
Is active in the classroom	3	2	1	N
Has distracting mannerisms	3	2	1	N

**SECTION III: OTHER COMMENTS/IMPRESSIONS**

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Vice President of Academic Affairs/Evaluator Signature Date of Signature

My signature below indicates that I have read this evaluation. It does not necessarily indicate that I agree with it.

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Instructor Signature Date of Signature

I have chosen to attach a rebuttal to this evaluation. \_\_\_\_\_ Yes    \_\_\_\_\_ No

\_\_\_\_\_



# Colby Community College

**Mission Statement:** “Colby Community College provides effective tools to advance learning opportunities that fulfill the educational goals of all students, while supporting lifelong learning experiences that meet the needs of the communities it serves.”

## Performance Evaluation Coaching Staff

**July 1 – June 30**

- **This evaluation must be completed annually by the employee’s supervisor. This evaluation may be used for new employees. The evaluation must submitted to the Human Resources Department prior to April 30.**
- **This form should also be used to evaluate new employee performance as needed.**

# CCC PERFORMANCE EVALUATION

Employee Name \_\_\_\_\_  
 Department \_\_\_\_\_

Date \_\_\_\_\_  
 Evaluator \_\_\_\_\_

The primary goal of the performance appraisal process is to improve productivity and effectiveness. A secondary purpose of the process is to provide a communication vehicle for both the supervisor and the employee to review job expectations and set target goals and objectives for enhanced performance. The process also allows employees to “know where they stand,” allowing a “sense of well-being” for commended performance and a “sense of direction” for needed improvements.

Honest assessment is the foundation for a successful evaluation process. Please mark one of the four performance definitions for each of the twenty areas being evaluated. You are **strongly encouraged to make written comments specifying both areas of strength and areas for improvement.**

## Performance Definitions:

**Exceeds expectations** – Performance that is extremely effective in the expectations of the position. Achieves results above and beyond the expected.

**Achieves expectations** – Performance is effective in fulfilling all position requirements and may on occasion generate results above those expected of the position.

**Needs improvement** – Performance seldom achieves and often falls short of desired results.

**Unacceptable** – Performance consistently falls short of performance standards and is not obtaining desired results.

- College Mission and Objectives:** Demonstrates a commitment to the College's mission and objectives; actively seeks to advance them whenever possible both within his/her own division/department and by providing support to other divisions/departments.

\_\_\_\_\_ Exceeds expectations  
 \_\_\_\_\_ Unacceptable

\_\_\_\_\_ Needs improvement  
 \_\_\_\_\_ Achieves expectations

Comments:

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- Commitment to Student Learning:** Understands and supports the student learning process and reinforces academic success as a priority. Strives to provide a supportive environment for students and supports the efforts of others. Meets regularly with appropriate staff and faculty to monitor the academic and social progress of student athletes.

\_\_\_\_\_ Exceeds expectations  
 \_\_\_\_\_ Unacceptable

\_\_\_\_\_ Needs improvement  
 \_\_\_\_\_ Achieves expectations

Comments:

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- Productivity:** Consider how much work employee actually does, how much of the workday is spent productively. Does quality of work produced meet or exceed expectations?

\_\_\_\_\_ Exceeds expectations  
 \_\_\_\_\_ Unacceptable

\_\_\_\_\_ Needs improvement  
 \_\_\_\_\_ Achieves expectations

Comments:

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\_\_\_\_\_

- 4. **Leadership:** Makes decisions and accepts responsibility appropriate to position; the team meets its objectives as a result of this individual's direction and motivation.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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- 5. **Job Knowledge:** Keeps informed of current trends, strategies; pursues information related to specific sport, equipment, and conditioning.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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- 6. **Fiscal Responsibility:** Is efficient and effective in budgeting, controlling, and documenting expenses and fiscal resources of the division. Works within budgetary constraints, assists in controlling expenses, and makes wise use of resources.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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- 7. **Planning and Organizing:** Manages workload effectively; sets priorities and allocates time and resources. Works with a minimum of supervision, to anticipate requirements, to develop efficient procedures and efforts to ensure successful and timely completion of assignments.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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- 8. **Innovativeness and Creativity:** Voluntarily starts projects. Offers suggestions and solutions for improving operations and productivity. Uses or suggests new methods to improve efficiency, lower costs, or improve profits. Demonstrates analytical ability to gather facts and develop solutions.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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9. **Adaptability and Resourcefulness:** Works well under pressure; seeks and utilizes available resources. Accepts new assignments with a positive attitude, open to suggestions, calm in stressful situations? Displays an even temperament, self-confident in own judgment and skills

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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10. **Professionalism/Sportsmanship:** Demonstrates professional and sportsmanlike conduct at all times and expects same of athletes. Public comments are appropriate and sportsmanlike. Demonstrates professional and positive attitude toward all College staff.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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11. **Quality-of-Service Orientation:** Exhibits politeness, friendliness, and is sensitive to co-workers, supervisors, students, and community members; actively listens; asks for clarification and understanding; follows through with problems or requests in a timely manner.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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12. **Coach/Athlete Relationships:** Appropriate coach/athlete relationships are maintained. No racist, sexist or other discriminating behaviors are exhibited (See Article I, Colby Community College Master Agreement). Responds positively to individual athlete's issues and concerns. Looks out for the well-being of the individual athletes.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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13. **Team Orientation:** Seeks input from others; works well with others; and contributes to an overall team effort. Interacts with all areas and personnel of the College creating a positive impression; displays a positive, professional image, and attitude.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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14. **Initiative:** Takes the lead in getting work done; acts as a self-starter; suggests alternative solutions to work-related matters.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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15. **Communication:** Seeks input and asks questions; effectively follows through and keeps people updated. Written communications are clear, concise, and organized.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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16. **Compliance:** Understands and complies with NJCAA rules and regulations. Understands and complies with College policies and procedures.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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17. **Recruiting:** Establishes an honest and positive rapport with prospects and parents. Adheres to NJCAA and Conference rules for recruiting, as well the College's expectations.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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18. **College Activities:** Supports and participates in College activities, other sporting events, committees, and events. Willingly participates in quality improvement processes.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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19. **Fundraising:** Identifies, organizes, and participates in fundraising activities with appropriate approvals; maintains accurate records of fundraising income and expenditures; maintains appropriate relationship with, and supports activities of the alumni/booster organizations.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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20. **Ethics:** Consider whether this individual assumes responsibility and accountability for his/her decisions, interacts with integrity, honesty, and fairness; and maintains confidentiality of privileged information. Loyal to co-workers and the College.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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21. **Community Relations:** Participates in activities to strengthen College/Community relations. Teams will participate in a minimum of 2 community service projects per year as approved by CCC Athletic Director. Team members and coaches exhibit appropriate moral and social conduct necessary to represent a positive image within the community.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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22. **Overall Team Performance:** Players and team consistently put forth an honest effort and really play for the coach. Team consistently looks well coached in individual and team offensive and defensive fundamentals. Players and team consistently display good discipline and physical conditioning. Exhibits a reasonable and/or representative standard of team performance.

_____	Exceeds expectations	_____	Needs improvement
_____	Unacceptable	_____	Achieves expectations

Comments:

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## Colby Community College On-line Course Review/Instructor Evaluation

Course Title: \_\_\_\_\_

Instructor: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Mark "yes" if this course exhibits the criteria. Mark "no" if it does not exhibit the criteria.

### Course Overview and Introduction

**REVIEW STANDARD:** The overall design of the course, navigational information, as well as course, instructor and student information are made transparent to the student at the beginning of the course.

Yes	No	CRITERIA
_____	_____	1. Navigational instructions make the course design easy to understand.
_____	_____	2. There is a statement introducing the student to the course and to how student learning is structured.
_____	_____	3. Netiquette expectations with regard to discussions and e-mail communications are clarified.
_____	_____	4. The instructor provides an appropriate self-introduction.
_____	_____	5. Students are requested to introduce themselves to the class.
_____	_____	6. Minimum technology requirements, minimum student skills, and if applicable, prerequisite knowledge in the discipline are clearly stated.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

## Course Syllabus Components

REVIEW STANDARD: The course syllabus is structured according to the approved syllabus template.

Yes	No	CRITERIA
_____	_____	1. Instructor contact information is included in syllabus (phone number, e-mail address)
_____	_____	2. Instructor has posted response time.
_____	_____	3. Course description is included in syllabus.
_____	_____	4. Learner outcomes are included.
_____	_____	5. Methods of instruction are identified.
_____	_____	6. Methods of assessment are clearly identified and are linked to outcomes.
_____	_____	7. Course requirements, which outline the instructor’s expectations for successful completion of the course are included.
_____	_____	8. Course Outline is contained in syllabus <b>OR</b> information is provided in this section directing students to where course outline is available in course.
_____	_____	9. Assignment policy, which contains information on how the instructor will deal with late and make-up assignments.
_____	_____	10. Exam policy statement in included.
_____	_____	11. The instructor’s expectation for interaction and participation is outlined in the syllabus.
_____	_____	12. Additional recommended resources are listed if applicable and/or available for course.
_____	_____	13. ADA Compliance statement is included.

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Course Instruction

**REVIEW STANDARD:** To enhance student learning, course technology should enrich instruction and foster learner interactivity.

Yes	No	CRITERIA
_____	_____	1. The tools and media used guides the student to become an interactive learner.
_____	_____	2. All technologies required for this course are either provided or easily downloadable.
_____	_____	3. Instructions on how to access resources at a distance are sufficient and easy to understand.
_____	_____	4. The instructor used a variety of teaching methods and aids to meet individual learning differences.
_____	_____	5. The instructor completed and reported assessment of student learning activities related to outcomes listed in the course syllabus.

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Learner Support

**REVIEW STANDARD:** Course is effectively supported for learners through fully accessible modes of delivery, resources and learner support.

Yes	No	CRITERIA
_____	_____	1. Course instructions articulate or link to a clear description of the technical support offered.
_____	_____	2. Course instructions articulate or link to an explanation of supporting materials or resources to enhance student learning
_____	_____	3. Course instructions articulate or link to tutorials and resources that provide additional instructional support for the student.

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## FACULTY EVALUATION OF DIVISION CHAIRS

Division chairperson identification numbers (1) Professional and Applied Technology; (2) Academics; (3) Allied Health.

In the identification section of this form, darken the identification number of the division chairperson you are evaluating. Darken the number corresponding to each question in the evaluation section with (1) representing "very good" and (6) representing "cannot answer," etc. Do not staple or bend this form. Please complete and return this to the Computer Center. The valuations will be summarized and the summary given to the President.

**USE ONLY NO. 2 PENCIL WHEN FILLING THE SPACE AROUND THE NUMBER.**

**[1] [2] [3] Division Chairperson Identification Number**

	Very Good	Good	Average	Fair	Poor	Cannot Answer	
							<u>Personal Characteristics</u>
1	[1]	[2]	[3]	[4]	[5]	[6]	Shows proper concern for personal appearance
2	[1]	[2]	[3]	[4]	[5]	[6]	Exhibits moral character
3	[1]	[2]	[3]	[4]	[5]	[6]	Projects professional image
4	[1]	[2]	[3]	[4]	[5]	[6]	Reaction to criticism
5	[1]	[2]	[3]	[4]	[5]	[6]	Evidences self-confidence
6	[1]	[2]	[3]	[4]	[5]	[6]	Possesses sense of humor
7	[1]	[2]	[3]	[4]	[5]	[6]	Adherence to commitments
8	[1]	[2]	[3]	[4]	[5]	[6]	Response to advice and suggestions
9	[1]	[2]	[3]	[4]	[5]	[6]	Tolerance of attitudes and opinions
10	[1]	[2]	[3]	[4]	[5]	[6]	Demonstrates an acceptable work ethic
11	[1]	[2]	[3]	[4]	[5]	[6]	Displays honesty
							<u>Relations with Professional Staff</u>
12	[1]	[2]	[3]	[4]	[5]	[6]	Initiative in planning/meeting administrative deadlines
13	[1]	[2]	[3]	[4]	[5]	[6]	Ability to recognize problems and assist in developing solutions
14	[1]	[2]	[3]	[4]	[5]	[6]	Communicates in timely manner with members of division
15	[1]	[2]	[3]	[4]	[5]	[6]	Encourages curriculum and program development
16	[1]	[2]	[3]	[4]	[5]	[6]	Willingness to receive/communicate input from members of division
17	[1]	[2]	[3]	[4]	[5]	[6]	Adherence to established policies
18	[1]	[2]	[3]	[4]	[5]	[6]	Relationship with members of the division
19	[1]	[2]	[3]	[4]	[5]	[6]	Relationship with peers
20	[1]	[2]	[3]	[4]	[5]	[6]	Commands respect of student body
21	[1]	[2]	[3]	[4]	[5]	[6]	Skill in delegating duties
22	[1]	[2]	[3]	[4]	[5]	[6]	Exercises impartiality with members of division
23	[1]	[2]	[3]	[4]	[5]	[6]	Allows academic freedom
24	[1]	[2]	[3]	[4]	[5]	[6]	Is available for consultation with members of division and/or students
25	[1]	[2]	[3]	[4]	[5]	[6]	Promotes professionalism among members of division
26	[1]	[2]	[3]	[4]	[5]	[6]	Is easily approached by members of division
27	[1]	[2]	[3]	[4]	[5]	[6]	Supports innovations in teaching
28	[1]	[2]	[3]	[4]	[5]	[6]	Promotes campus morale
29	[1]	[2]	[3]	[4]	[5]	[6]	Promotes participation in campus involvement
							<u>Summary</u>
30	[1]	[2]	[3]	[4]	[5]	[6]	Overall performance of Division chairperson

Individual comments may be written on back of this form. Return this form to Computer Center.

# Student Evaluation of Instruction

USE A PENCIL

DO NOT PUT YOUR NAME ON THIS FORM

Colby Community College believes in faculty appraisal as a means of improving instruction and recognizing excellence in teaching. Please give thought and deliberation to each question on the form and respond to the questions honestly and candidly.

***YOUR INSTRUCTOR WILL NOT SEE THIS EVALUATION FORM. THEY WILL RECEIVE A COMPUTER PRINTOUT OF THE RESULTS OF THIS SURVEY.***

On items 1-18 rate your instructor with “A” being the high mark and “D” being the low mark. “E” is for Non-applicable. On questions 19 and 20 use the back of your answer sheet for comments or suggestions relative to your instructor and this class. Question 21 asks for any other suggestions you may have which are not limited to this course.

1. Instructor is knowledgeable about the subject.
2. Instructor shows interest in the subject taught.
3. Instructor’s presentation or explanations help me understand the material.
4. Instructor is well prepared for class.
5. Instructor encourages questions and comments from students.
6. Instructor encourages student learning.
7. Instructor encourages students to think.
8. Instructor shows respect in the classroom.
9. Instructor uses class time effectively.
10. Instructor uses instructional materials relevant to the class.
11. Instructor communicates effectively.
12. Instructor grades fairly.
13. Instructor presents course objectives in a clear and understandable form.
14. The grading system is clear and understandable.
15. Instructor meets class regularly and on time.
16. Instructor reviews tests and assignments within a reasonable amount of time.
17. Instructor is available for office hours and/or individual conferences.
18. Overall, this instructor is effective.

Please use the back of your answer form to answer these questions. These are your opinions, please be honest and candid.

1. What do you like most about the instructor and/or this course?
2. How could instruction in this course be improved?
3. Other comments (need not be limited to this course or instructor).

\_\_\_\_\_

**COLBY COMMUNITY COLLEGE  
NON-TEACHING PROFESSIONAL EMPLOYEE EVALUATION**

Name \_\_\_\_\_ Position Title \_\_\_\_\_

Evaluator \_\_\_\_\_ Date of Evaluation \_\_\_\_\_

Goals: This evaluation is designed to:

- 1) assess current performance
- 2) promote communication between parties to discuss strengths and weaknesses
- 3) improve employee's productivity and effectiveness in job performance
- 4) set target goals for enhanced future performance

*Instructions: To complete the evaluation, read each scale item and record the score (1-5) that is most accurate in the space provided. If you give a score of "1" or a score of "5," you are required to provide a reason for this score in the comment area. Comments are welcome on any question. Feel free to cite examples when possible.*

**SCORING SCALE**

- NA **Not applicable**, or there is not enough knowledge to comment.
- 1 **Unsatisfactory**: Performance is definitely below acceptable standards and fails to meet job requirements.
- 2 **Some Deficiencies Evident**: Improvement is needed to meet acceptable standards; performance of job requirements is inconsistent.
- 3 **Satisfactory**: Performance meets job requirements and standards.
- 4 **Good**: Performance usually exceeds job requirements and standards.
- 5 **Exceptional**: Performance consistently exceeds job requirements and standards.

1. **Job knowledge**: In your opinion, how well does the employee know his/her job? Have assigned responsibilities been performed as designated? Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Quality**: Assess the content, accuracy, and thoroughness of the employee's work. In your opinion, does the employee provide effective and superior service in a skillful manner to college and non-college consumers? Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Productivity**: Assess the degree to which the employee meets or exceeds production expectations. Is the employee handling the volume of work in a reasonable amount of time? Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

4. **Customer service:** Assess the degree to which the employee assists others. How well does the employee get along with college and non-college consumers? Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **Teamwork:** How willingly does the employee work with peers, faculty, and staff members of CCC? Consider the employee's daily work attitude, attitude in stressful situations, and support of team efforts. Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. **Work Habits/Personal Appearance:** Does the employee set a good example in attendance, punctuality, reliability, and professional appearance? Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. **Communication:** Does the employee communicate clearly, at the appropriate levels, providing feedback to co-workers, supervisor, and administrators? Does the employee demonstrate appropriate confidentiality? Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **Courtesy:** Does the employee show respect for others? Is the employee polite?

Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. **Initiative/Independent Judgment:** Is the employee a self-starter who is able to work with minimum supervision? Does the employee originate action, seeking innovative methods and contributing new ideas to the institution? To the best of your ability, assess the employee's ability to tackle new problems while providing workable solutions to those problems.

Score: \_\_\_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. **Adaptability:** Can the employee adapt to changes in assignments, procedures, or situations? Does the employee demonstrate flexibility and responsibility in accepting work assignments?

Score: \_\_\_\_\_ Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. **Professional Activities:** Does the employee attend professional workshops and conferences that will enhance or improve performance? Does the employee present a positive image of the college and, if requested, offer services to the community? Score: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**Additional Comments:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Employee's comments:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Recommendations or goals:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Evaluator's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator's signature\*

\_\_\_\_\_  
Date

*\* My signature indicates that I have read and understand the contents of this evaluation. It does not necessarily signify my concurrence.*

Total numeric score (Add scores for items 1 through 11) \_\_\_\_\_

Divide total numeric score by 11 minus the number of NA's = \_\_\_\_\_

\_\_\_\_\_

**FOR THE SCHOOL YEAR 2010-2011  
OVERLOAD AND ITV PAY SCHEDULE  
IN DOLLARS PER CREDIT HOUR**

**EXHIBIT 7**

Number of Students	NUMBER OF SEMESTERS (NOT CLASSES TAUGHT)						New	Number of Students
	1	2	3	4	5	6		
1	50	55	60	70	75	100	175	1
2	80	85	90	100	100	125	200	2
3	100	110	120	125	150	175	225	3
4	130	140	145	150	160	225	300	4
5	160	170	175	200	225	250	325	5
6	175	190	200	225	250	275	350	6
7	190	200	220	260	275	300	360	7
8	220	225	260	275	300	310	370	8
9	250	260	280	300	310	320	380	9
10	270	280	290	310	315	330	400	10
11	280	290	300	320	325	340	410	11
12	300	310	315	330	340	345	420	12
13	310	320	325	335	345	350	430	13
14	320	325	330	340	350	355	440	14
15	325	330	335	345	355	365	450	15
16	330	335	340	350	360	370	460	16
17	335	340	345	355	365	375	470	17
18	340	345	350	360	370	380	480	18
19	345	350	355	365	375	385	490	19
20	350	355	360	370	380	390	500	20
21	355	360	365	375	385	395	510	21
22	360	365	370	380	390	400	520	22
23	365	370	375	390	395	410	530	23
24	370	375	380	400	400	420	540	24
25	375	380	400	410	420	430	550	25
26	380	390	410	420	430	440	555	26
27	400	410	420	430	440	450	560	27
28	410	420	430	440	450	460	565	28
29	420	430	440	450	460	470	570	29
30	430	440	450	460	470	480	575	30

1. All full-time instructors at Colby Community College will be placed on column 7 of number of semesters taught.
2. Instructor pay will be computed after the period for student "adds" and "drops-with-refund" has elapsed, based on the number of students enrolled after the "drops" and "adds" have been processed, and certified signed rosters have been provided to the registrar.
3. Unless specific space or equipment limitations require restricted enrollments (as with some classes in computers, selected sciences, etc.) splitting larger enrollments into two smaller class sections will be permitted only with the special written approval of the appropriate Vice President.
4. Instructors teaching classes on I.T.V. networks will receive an additional \$100 per credit hour.
5. The above pay schedule is a minimum. The administration may adjust the schedule if deemed necessary.
6. Any class with an enrollment of less than ten students will be paid as follows:
  - If the Administration requires the class to be taught, the instructor will be paid on the ten-student level.
  - If the Administration does not require the class to be taught, but the Instructor requests to teach the class and the Administration agrees, the Instructor will be paid on the level based on the actual number of students enrolled.

**EXHIBIT 8****SEXUAL HARASSMENT POLICY**

It shall be the administrative policy of Colby Community College that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any education program or activity of Colby Community College as required by P.L. 92-318. This title covers three major areas: admission, treatment of students, and employment.

As part of its policy not to discriminate on the basis of sex, Colby Community College hereby specifically prohibits any act of sexual harassment and has adopted for its employees the following definition of sexual harassment:

Requests for sexual favors or unwelcome advances in the form of verbal or physical conduct of a sexual nature, for which compliance is made an expressed or implied condition of an individual's initial or continued employment, requests which affect decisions regarding an individual's education, or requests which interfere with an individual's work or academic performance.

In compliance with Section 86.8 of 92-318, the Human Resources Director has been designated as the employee responsible to coordinate the efforts of the college to comply with and carry out its responsibilities under this Act, including any investigation of any complaint communicated to Colby Community College alleging its noncompliance with this Act or alleging any actions which should be prohibited by this Act. The Human Resources Director, designated as the Compliance Officer, may be contacted by mail at Colby Community College, 1255 South Range, Colby, Kansas 67701 or by telephone at 785-460-4677. In the event the Human Resources Director is charged with sexual harassment, the contact person shall be the President of the College.

The following grievance procedure shall be in effect to provide prompt and equitable resolution of all complaints alleging any action which would be prohibited under Public Law 92-318.

All complaints must be submitted in writing to the compliance officer stating the basis for the grievance. Within five (5) days of the receipt of the complaint, the Compliance Officer shall appoint an ad hoc committee of three which shall have ten (10) days to investigate and write a summary report with recommendations regarding the grievance. The Compliance Officer shall convey the recommendation of the ad hoc committee to the person submitting the complaint within five (5) days after the committee has completed its investigation and made its official decision. The provisions for due process shall be afforded any person who has been accused of sexual harassment.

The person filing the complaint may appeal the decision of the ad hoc committee by addressing an official request to the Compliance Officer asking that the complaint be reviewed by the Board of Trustees at the next regular meeting. The decision of the Board of Trustees shall be rendered within thirty (30) working days after the official hearing and shall be transmitted to the person filing the complaint by certified mail. The provisions for due process shall be afforded any person who has been accused of sexual harassment.

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**EXHIBIT 9****AIDS POLICY**

The recommendation and guidelines included in this statement are derived in part from a statement issued by the American College Health Association. They are based on the best currently available medical information on the recommendation of the Public Health Service and the Center for Disease Control. The guidelines and statements contained herein will be modified as the new information is received from these organizations.

**Institutional Procedures**

The following is a brief outline of procedures which will be followed at Colby Community College regarding AIDS:

1. An educational program about AIDS will be ongoing.
  - a. Seminars developed by the Health Services personnel at CCC will be available for all staff, students, and public throughout the year.
  - b. Outreach instructors will also receive current information.
2. The Director of Health Services will be responsible for the dissemination of information concerning AIDS.
3. Involvement on campus:
  - a. An employee will be allowed to continue meeting his/her responsibilities until such time as he/she is unable to perform the required duties. This decision shall be made by the employee and his/her physician.
  - b. Confidentiality will be maintained.

**EXHIBIT 10****DRUG-FREE WORK PLACE POLICY**

Under the Drug-Free Workplace Act of 1988, we are required to adopt a policy regarding maintenance of a drug-free work place. Each employee will receive a copy of the policy.

Please sign and return this form, as an indication that you have received and have read the information listed below.

This policy is intended to implement the requirements of the Drug-Free Workplace Act of 1988. It is not intended to supplant or otherwise diminish disciplinary personnel actions which may be taken under existing board policies or by the negotiated agreement.

The board believes that maintaining a drug-free workplace is mandatory for an appropriate learning environment for the students. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the college campus.

As a condition of employment by Colby Community College, employees shall abide by the terms of this policy. Employees shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances in the workplace. Any employee who is convicted under a criminal drug statute for a violation occurring at the work place must notify the President or Vice President of Business Affairs of the conviction within five days after the conviction. Within 30 days after the notice of conviction is received, the college will take appropriate action with the employee.

Employees who have substances abuse history shall be provided rehabilitation assistance. This assistance shall be given prior to the initiation of termination proceedings, suspension, placement on probationary status, or other disciplinary action. Such assistance may include participation in an approved substance abuse program. The cost of this assistance shall be borne by the employee's insurance, Colby Community College, and the employee. The amount paid by the employee shall be determined by mutual consent between the employer and the employee. Should no agreement be reached, one administrator, one unit member selected by the Alliance, and one person selected by these two shall meet to resolve the issue.

I have received a copy of the policy, and have read it, and as a condition of employment will abide by it.

---

 Employee

---

 Date
   
  
 \_\_\_\_\_
   
 \_\_\_\_\_

**SIDE LETTER TO MASTER AGREEMENT  
BETWEEN  
BOARD OF TRUSTEES OF COLBY COMMUNITY COLLEGE  
AND  
FACULTY ALLIANCE OF COLBY COMMUNITY COLLEGE**

The parties agree that as to bargaining unit positions, Student Support Services Counselor and Student Support Services Transfer and Articulation Specialist (who are employed by the college subject to funding under the Student Support Services Grant federal catalog number 84.042) in place of the provisions of Article XIII (Compensation and Fringe Benefits) their salaries, including any base salary increase, and fringe benefits will be as provided and funded pursuant to the above-described Grant. The parties further agree that if either position's employment with the College should end because of lack of funding under the Student Support Services Grant and if either position is subsequently hired by the College in a position covered by the Master Agreement, any new salary and fringe benefits will be consistent with comparable positions without consideration of previous salaries and benefits funded by the Student Support Services Grant.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

FACULTY ALLIANCE

COLBY COMMUNITY COLLEGE  
BOARD OF TRUSTEES

\_\_\_\_\_  
Its President

\_\_\_\_\_  
Its Chairperson