

## HLC Accreditation Evidence

• Faculty Contract

URL:

Office of Origin:

• Vice President of Instruction

Contact(s):

- Vice President of Instruction
- Director of Human Resources

## BARTON COMMUNITY COLLEGE Great Bend, Kansas 67530 PRIMARY FACULTY CONTRACT

THIS CONTRACT is offered this and made and entered into effective on the date returned shown below, by and between Barton Community College, and **«FirstName»** (Faculty Member).

1. **EMPLOYMENT**. The College hereby employs and the Faculty Member hereby accepts employment for the period beginning **«BeginDate»** and ending on **«EndDate»** to perform the following instructional services:

Position:		FT/PT:	Credit/Contact Hours:
<b>«Title»</b>		<b>«Status»</b>	«CreditContact_Hrs
Release Time (RT): «Release_Time_RT Yes_or_No»	RT Credit or Contact Hours Per Contract Year: « <b>RT_Crdt_or_Cntct_Hrs</b> »	RT Responsibilities: <b>«RT_Responsibilities»</b>	»

Faculty will not be expected to be on campus during the holiday break from «HolidayStart» to «HolidayStop».

«AdditionalEmployment\_Section\_1» «AdditionalEmployment\_Section\_2» «AdditionalEmployment\_Section\_3»

- 2. COMPENSATION. For the above services, the College agrees to pay the Faculty Member the sum of «DollarAmount» payable in «CL\_Type» («Contract\_Length\_») monthly payments on or before the 27<sup>th</sup> day of each month. The compensation in this Contract is subject to the provisions of paragraphs 3 and 4. In the event this Contract is terminated before the ending date set forth above, a prorated adjustment of salary shall be made on the basis of actual days served. «AdditionalCompensation\_Section\_1» «AdditionalCompensation\_Section\_2»
- 3. SERVICES, RULES, AND REGULATIONS. The Faculty Member acknowledges by their signature below that he/she has read and agrees to perform to the best of their abilities the duties and services as prescribed in their current job description (accessible electronically on the T Drive in the HRJob Descriptions folder) as set forth by the President. The employee further agrees to abide by all applicable State and Federal laws in addition to all regulations, and policies of the College and its authorized representatives, all of which are incorporated herein by reference and made part of this Contract.
- 4. AS A LEARNING ORGANIZATION, the College expects its employees to be actively engaged in learning and improving their skills and knowledge. Accordingly, all faculty are expected to participate in mandatory as well as voluntary training and educational experiences as a condition of their employment. Acceptance of employment indicates willingness on the part of the employee to participate in planned training and learning activities.
- APPLICABLE LAW. This Contract shall be governed by the law of the State of Kansas. This Contract is subject to the terms and provisions of the Kansas Cash Basis Law and Amendments and Supplements thereto and to all other State and Federal laws.
- EFFECTIVE DATE. This Contract shall be null and void if all copies are not signed by the duly authorized representative of the College and by the Faculty Member and returned to the College on or before «EffectDate3weeks». If returned, this Contract shall be effective on the date returned shown below.
- 7. **OTHER**. New faculty members are expected to participate in a special orientation program, held for them each fall during the week prior to the return of other faculty to campus. New faculty who begin anytime during the year, are

expected to participate in the orientation program the first time it is offered. Contract compensation will be prorated to pay the new faculty member for the time they participate in the orientation program.

8. **TERMINATION**. In accordance with K.S.A. 72-2251, the terms of a contract may be changed at any time by mutual consent of both a Faculty Member (non-tenured or tenured) and the College President, or his or her assigned representative, acting on behalf of the Board.

The President, or his or her assigned representative, may terminate the contract of a non-tenured Faculty Member at any time. Termination of a tenured Faculty Member's contract requires Board approval.

In the event this Contract is terminated by the Faculty Member before the ending date set forth above, the College President, or his or her assigned representative, shall determine if said Faculty Member will be charged 10% of the Faculty Member's annual salary for early termination, same to be considered liquidated damages. These damages shall also apply in continuing contract situations where the Faculty Member has received notice of a continuing contract relationship with the College and said Faculty Member fails to give notice terminating the ongoing employment relationship pursuant to the requirements of K.S.A. 72-2251. The 10% liquidated damages under these facts shall be calculated by using the salary to be paid for the continuing contract period. Employee shall pay the liquidated damages within 30 days from the date said contract is terminated. If said damages are not paid within said required time period, the College shall have the right to undertake any collection remedy it deems appropriate.

IN WITNESS WHEREOF, the College President and the Faculty Member have executed this Contract.

College President

Faculty Member ID: «ID»

Date Returned

Date of Signature

Position No: **«Position»** FOAP: **«F1» «O1» «A1» «P1» «Per1»** FOAP: **«F2» «O2» «A2» «P2» «Per2»**