



*HLC Accreditation Evidence*

Title: Faculty Contract

Office of Origin: HR

**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 Jane Doe, (Faculty Member).

1. **EMPLOYMENT.** The College hereby employs and the Faculty Member hereby accepts employment for the period beginning **August 9, 2016** and ending on **May 12, 2017** to perform the following instructional services:

Position: <b>Instructor of Biology</b>	FT/PT: <b>Full Time</b>	Credit/Contact Hours: <b>24 Credit Hours</b>
Release Time (RT): <b>Yes</b>	RT Credit or Contact Hours Per Contract Year: <b>6</b>	RT Responsibilities: <b>Department Chair</b>

Faculty will not be expected to be on campus during the holiday break from 12/14/2016 to 1/3/2017.

2. **COMPENSATION.** For the above services, the College agrees to pay the Faculty Member the sum of **\$51,000.00** payable in **twelve (12)** 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.
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.
5. **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.
6. **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 **5/17/2016**. 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. 72-5437, 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 (1) non-tenured Faculty Member at any time if there is insufficient enrollment to support the Faculty Member's continued employment; or (2) tenured or non-tenured Faculty Member when said termination is necessitated by decisions of the College's Trustees to deal with budgetary shortfalls and said termination is needed to live within Legislative and enrollment budgets. Termination of a tenured Faculty Member's contract for any other reason 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. 72-5437. 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: 111111111

\_\_\_\_\_  
Date Returned

\_\_\_\_\_  
Date of Signature

Position No: 240008  
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