AGREEMENT

BETWEEN

KIRKWOOD COMMUNITY COLLEGE

FACULTY ASSOCIATION

AND

KIRKWOOD COMMUNITY COLLEGE

2012-2015
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ARTICLE I
RECOGNITION

SECTION 1 – Unit Recognition

The Board of Trustees of Kirkwood Community College hereby recognizes the Kirkwood Faculty Association as the Certified, exclusive bargaining agent for all employees both full-time and appropriate regular part-time, as described and defined in Case No. 115 by the Public Employment Relations Board or by a superseding case number.

The Board agrees not to negotiate with any member individually or with any organization other than the Association for the duration of the Agreement.

SECTION 2 – Terms

The terms “employee” and “unit member” when used in this agreement shall mean any person represented by the Association for purpose of collective bargaining as certified and defined by the Public Employment Relations Board.

The terms “employer” and “Board” when used in this agreement shall mean the Board of Trustees of Kirkwood Community College (Merged Area X) or its representatives.

The term “Association” when used in this agreement shall mean the Kirkwood Faculty Association or its representatives.

Seniority shall mean continuous years of service with Kirkwood Community College, since the founding date of the college district. Seniority of employees who began work on the same date shall have their length of service determined by drawing lots.

ARTICLE II
SALARY

SECTION 1 – Package Increases

Three (3) year contract with the following increase:

Year 1 (2012/2013) 4.00% to be distributed 50% as a percentage increase and 50% as a flat dollar amount. 2012 Governor’s Community College Supplement Salary Appropriation of $75,952 resulted in an adjustment to the above settlement with each faculty member receiving an additional .183%. Effective September 1, 2012, each bargaining unit member shall receive a 2.186% increase added to his/her 2012/2013 contracted salary plus a flat salary amount of $1,245 for a 174-day contract and $1,438 for a 201-day contract. This also resulted in an increase in the Level 4/Step 0 hiring guide of $1,343.00 for a 174-day contract.

Year 2 (2013/2014) 4.00% to be distributed 50% as a percentage increase and 50% as a flat dollar amount. 2013 Governor’s Community
College Supplement Salary Appropriation of $76,616 resulted in an adjustment to the above settlement with each faculty member receiving an additional .357%. Effective September 1, 2013, each bargaining unit member shall receive a 2.207% increase added to his/her 2013-2014 contracted salary plus a flat salary amount of $1,300 for a 174-day contract and $1,501 for a 201-day contract. This also resulted in an increase in the Level 4/Step 0 hiring guide of $1,401 for a 174-day contract.

Year 3 (2014/2015)

4.00% to be distributed 50% as a percentage increase and 50% as a flat dollar amount. 2014 Governor’s Community College Supplement Salary Appropriation of $76,141 resulted in an adjustment to the above settlement with each faculty member receiving an additional .343%. Effective September 1, 2014, each bargaining unit member shall receive a 2.17% increase added to his/her 2014-2015 contracted salary plus a flat salary amount of $1,313 for a 174-day contract and $1,517 for a 201-day contract. This also resulted in an increase in the Level 4/Step 0 hiring guide of $1,423 for a 174-day contract.

Should the State Legislature appropriate salary monies which are specifically allocated to bargaining unit employees, it will be distributed on a percentage basis to bargaining unit employees.

If the Iowa State Legislature should allocate salary dollars after contract negotiations have been completed and ratified for any given fiscal year, negotiations will be reopened on that item only. If an agreement cannot be reached relative to this issue, mediation will be utilized prior to arbitration.

SECTION 2 - Hiring Guide (Appendix A)

Level 4 (B.A.) Step 0 for a 174-day contact will be increased by 75% of salary settlement.

Appendix A will be used by the Board of Trustees in the initial salary determination of new unit members using the definition of terms contained in Appendix B with the following guidelines:

A. Location on Level

1. Unit members without related work experience shall be located on the proper level according to their education.

2. Unit members without educational credit shall be located on the proper level according to their related work experience.

3. Unit members with both education and related work experience shall be located on the level which is the sum of their education level and their related work experience level.
B. Location on Step

1. Credit for previous teaching, counseling or library experience in the field for which the unit member is hired shall be given for up to ten (10) years preceding full-time employment at Kirkwood Community College on the following basis:

   One year equals one step on the hiring guide.

2. For the purpose of location on the hiring guide, one year of professional experience shall be defined as nine months or more of teaching or counseling or library experience in one academic year.

3. When hiring new employees, the Board retains the right to offer salaries which are competitive with those of industry and which are higher than those on the hiring guide. The Board will make every effort not to hire new employees at a rate higher than current employees in that discipline with similar educational credentials and work experience. The Board will notify the Association of such hiring’s.

4. The Board may hire new employees below the hiring guide only where it can show that Federal funding does not meet the hiring guide and where it has not solicited any restrictions on salaries.

SECTION 3 - Educational Salary Adjustments

Those unit members who earned additional academic credits after hire will have their annual contract salary adjusted. Hours that exceed those used for level location upon hiring will be carried over and used in conjunction with hours earned after hire, to earn educational salary adjustments.

To qualify for the educational salary adjustment program unit members must complete 15 acceptable educational salary adjustment credits and must submit documentation verifying completion of those credits.

1. Educational salary adjustment credits will be earned for each additional semester hour of credit a unit member completes which advances the unit member toward the completion of a degree program in their teaching field or other program approved by the Educational Salary Adjustment Committee.

2. Education salary adjustment credits will be earned for each additional semester hour of credit beyond those counted toward placement on the hiring guide. To be earned, such credits must be in their teaching field or other program approved by the Educational Salary Adjustment Committee.

3. Educational salary adjustment credits will be earned for each semester hour of credit that adds greater technical depth/competence to the teaching function.

4. Educational salary adjustment credits will be earned upon completion of professional development programs approved by the administration and/or the Educational Salary Adjustment Committee.
Educational salary adjustment credits will be earned through completing one or a combination of the experiences listed below (participants will be encouraged to gain credits from more than one category):

**Category No. 1:** University or college courses or offerings (degree or non-degree, one semester credit hour = one educational salary adjustment credit).

**Category No. 2:** Structural occupational experiences, 40 hours = one educational salary adjustment credit. This category includes: working, supervising, observing, or a technical study of the occupational area in which the unit member teaches.

**Category No. 3:** Seminars, institutes or workshops, 15 contact hours = one educational salary adjustment credit. This category includes: seminars, workshops, or professional meetings, related to teaching and/or the occupational area in which the unit member teaches.

**Category No. 4:** Hours left over from when a unit member was hired and his/her initial salary was determined using the hiring guide (Appendix A). For example, someone who was located at MA+15 (Level 8/Step 0) upon hire, but actually earned MA+19 will have the four additional hours included as part of his/her salary adjustment total (degree or non-degree, one semester credit hour = one educational salary adjustment credit).

**Category No. 5:** For completion of a Graduate degree in their teaching field or other program approved by the Educational Salary Adjustment Committee while employed at Kirkwood. Completion of a Graduate Degree in education would also be acceptable. Exception would be for individuals who were hired with an agreement to finish a degree to be qualified to teach in their discipline.

The Educational Salary Adjustment Committee will meet each year during the spring semester to approve unit members’ submissions for educational salary adjustment credit. Any educational salary adjustments will be effective the following contract year.

Educational salary adjustments will be awarded on a one for one basis as they relate to Category No. 1, No. 3, No. 4, and No. 5 above and on a one-half for one basis in Category No. 2 above for activities for which the college has paid any direct expense. Effective September 1, 2009, the Educational Salary Adjustment will be:

<table>
<thead>
<tr>
<th>Educational Credits Completed</th>
<th>Start Point</th>
<th>Dollar Adjustment</th>
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<tbody>
<tr>
<td>On completion of Assoc. Degree or 60 sem. hrs. toward a deg. prog.</td>
<td>Less than 60 sem. hrs.</td>
<td>$900</td>
</tr>
<tr>
<td>On completion of 3-yr. R.N. or 90 semester hours</td>
<td>2-yr. R.N. or 60 sem. hrs. toward degree program</td>
<td>$900</td>
</tr>
<tr>
<td>On completion of 15 educational</td>
<td>none required</td>
<td>$900</td>
</tr>
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salary adjustment credits

On completion of a degree as Undergraduate Degree $750
Described in Category No. 5 above

SECTION 4 - Professional Development Salary Increase(s)

Upon return from an approved professional development leave, a unit member shall receive salary increases granted to bargaining unit members during the period of the leave.

ARTICLE III
SUPPLEMENTAL PAY

SECTION 1 - Extra Teaching

Full-time members who teach extra hours shall be paid according to the terms of Appendix C.

ARTICLE IV
LENGTH OF CONTRACT

Members of the unit employed on either a 201-day or 174-day contract shall be scheduled as follows:

SECTION 1 - 201-Day Contract

A. Unless otherwise agreed to, members employed on a 201-day contract shall be assigned to work during the fall and spring semesters and during 29 consecutive working days of the summer with the following additional stipulations:

1. The President or designee will determine, after discussion with individual unit member, which 29 days the individual shall work.

2. Should the total number of working days in the fall and spring semesters, plus the 29 additional working days in the summer term be less than 201, the remaining days shall be used for professional activity as agreed to with the appropriate faculty supervisor.

3. The President, upon receipt of a written request from the unit member and at the President's discretion, may allow that person to work an additional 27 days to a total of 228 during a contract year and then reduce the number of working days for that person by 27 days to a total of 174 in the ensuing contract year. The person's salary shall not be adjusted upward for the additional days worked during the first year, nor adjusted downward for the reduced days worked in the second year.

B. A unit member employed on a 201-day contract may request a reduction to a 174-day contract on an annual basis by submitting a written request to the Vice President of Academic Affairs. The 174-day contract salary would be calculated at 86.5 percent of the 201-day contract salary. Approval for such reduction would be determined based on a suitable replacement being obtained to fill the position. Requests for a one year reduction should be submitted no later than December 15 of the contract year of the reduction request. Approval may be granted on a
conditional basis, the condition being suitable replacement. At the point the
approval is granted by the Board of Trustees, a contract settlement will be
initiated through the Human Resources department for payroll purposes. Should a
conditional approval be granted, and no suitable replacement is found by May 1 or
an otherwise mutually agreed to date, the unit member will be required to teach
the summer session and be reinstated to their 201-day contract.

C. Unit members employed on a 201-day contract may, through submitting a written
request to the Vice President of Academic Affairs and with the approval of the
Board of Trustees, be reassigned to a 174-day contract on a permanent basis at
86.5 percent of their 201-day contract annual salary.

SECTION 2 - 174-Day Contract

Members employed on a 174-day contract shall be assigned to work during two (2) consecutive
semesters unless otherwise agreed to. Should the total number of working days in these two
semesters be less than 174, the unassigned days will be used for professional activity as agreed to
with the appropriate faculty supervisor.

SECTION 3 - High School Completion Instructors

Effective August 30, 1995, the high school completion teachers not funded by external sources
shall become members of the bargaining unit under the following guidelines:

A. Length of contract will be 226 days.

B. Bargaining unit eligible High School Completion instructors in the unit on August
30, 1998, will have an appropriate adjustment to salary made to be equivalent to
their academic and experiential background on the 1997-98 hiring guide, 201-day
contract line, where necessary.

C. Work hours will be 40 hours per week.

D. Effective August 30, 1998, future salary increases will be equivalent to the 201-
day contract line.

E. Future eligible High School Completion instructors will be paid based on
appropriate placement according to their academic and experiential background
on the hiring guide, 201-day line.

F. High School Completion Instructors will be required to maintain a current
secondary education Iowa teaching license.

SECTION 4 - Contract Extensions

A. Persons whose positions make desirable their presence beyond the basic 226, 201
or 174-day contract may consent to work additional days and they shall be paid for
these days at their current per diem rate for each additional day.

B. Assignments of Extended Contracts
Each department (including Iowa City) shall establish a rotational system for
assigning extended contracts. The rotation list shall be comprised of all 174-day
contract members. Some departments may be broken into more than one
discipline for establishing the rotation list and for the assignment of extended contracts. Members who have not previously held an extended contract, ranked by seniority, will comprise the top of the list. The remaining members, excluding new hires, will be placed on the list on the basis of the date of their last extended contract with the most recent extended contract at the bottom of the list and those with the longest time since receiving an extended contract at the top of the list. When two (2) or more faculty have received extended contracts in the same year, seniority shall prevail for priority ranking. New hires shall be placed at the bottom of the list for the year in which they are hired. The list shall be reconstructed annually. Faculty who have their assignments split between departments shall be placed on the rotation list of each department. Movement on each list will be dictated by an extended contract in either department.

All 174-day contract faculty interested in an extended contract shall submit their name to their dean by October 1. The dean will assign the extended contracts if work is available in the discipline and in the department in the order of the rotation. Instructional Television and Iowa City courses may be utilized as extended contract assignments. If all extended contracts assigned to a department are not used by the department members, they will be reallocated to other departments.

When determining the availability of work for those in a department requesting an extended contract, all department courses (except those identified as "pending enrollment") and Instructional Television shall be considered. Courses at another site shall be considered available only after the faculty at that site have been assigned. Faculty who desire to teach outside their primary discipline and are qualified will have their request considered on a case-by-case basis.

The scheduling of summer courses and of teaching assignments of faculty on extended contracts as related to this section shall not be grievable.

C. Special Assignments
The rotation system described in Section (B) above does not apply to special assignments outside of normal summer teaching. Such assignments may include grant activities, special projects, overseas teaching, or other similar activities.

ARTICLE V
INSURANCE PROGRAM

SECTION 1 - Group Insurance
For the duration of this agreement, the Board shall purchase and pay the single monthly premiums necessary to provide faculty members with health insurance coverage substantially equivalent \(^1\) to the top tier plan in effect on July 1, 2011. The following group insurance programs shall also be provided for full-time and appropriate regular part-time employees at the terms specified:

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\(^1\) The term “substantially equivalent” will be defined as overall insurance coverage that is as good as what it replaces.
A. At least a three-tier group dental program, substantially equivalent to the program in effect July 1, 2011.

B. A life insurance and Accidental Death and Dismemberment policy in the amount of twice the employee's contracted salary to the next highest thousand dollars.

C. A long term disability policy which shall provide a monthly benefit in accordance to the schedule of benefits for all eligible active employees.

D. A vision care plan substantially equivalent to the program in effect on July 1, 2011.

For Years 2013 - 2014 and 2014 - 2015, see Article XVII Duration & Signature, Section 1.

SECTION 2 – Group Insurance Program

A four-tier health insurance program with at least three plan designs, including one that allows for annual open enrollment, will be offered to bargaining unit members.

SECTION 3 – Extended Family Benefits

Extended Family Benefits will be provided in accord with the Kirkwood Community College Extended Family Relationship Eligibility requirements dated April 2, 2001, and attached as Appendix D.

SECTION 4 - Additional Contributions

Effective July 1, 2011, the Board will provide each unit member with $315.00\(^2\) a month contribution which may be used to pay insurance premiums, options listed under Section 125, or taken as salary.

SECTION 5 - Section 125

Included in the insurance program is the option of Section 125 of the Internal Revenue Code, which allows salary reduction for the following:

- Medical Insurance Premiums
- Medical Expense Reimbursements
- Dependent/Child Care

SECTION 6 – Liability

Unit members will be covered by a college financial liability insurance covering liabilities directly attributable to assigned duties. Unit members required to use personal automobiles in their assigned duties shall be covered by Board-paid liability insurance in excess of their individual primary insurance policy.

SECTION 7 - Continuation of Insurance

In the event that a unit member is absent because of illness or injury, the above-mentioned benefits shall continue if:

\(^2\) 3/4-time employees will receive Board contributions at the same level as full-time employees. Any Professional Growth Track unit member who moves to ½ time in order to pursue a Doctorate level degree will receive Board contributions at the same level as full-time employees for a maximum of 1 year.
1. The unit member is on paid leave and Board contributions are made according to the levels described above.
2. The unit member who is on unpaid leave of absence of one month or longer, continues any or all the Board-paid programs by paying the premium in advance monthly to the Board.

SECTION 8 - Description of Coverage

The Board shall provide to each unit member, via an electronic method, a description of the insurance coverage provided herein within ten (10) days of the receipt of such booklets from the insurance carrier. A printed copy of the insurance booklet will be provided to the chief negotiator of the Kirkwood Faculty Association.

SECTION 9 - Association Review

The Association shall have the right to review, with the appropriate Board representative, all insurance policies which relate to their duties. Any change in these policies will be brought to the attention of the Association President.

The Kirkwood Faculty Association shall appoint an Association member to represent Kirkwood faculty on the Metro Interagency Insurance Program (MIIP) Board per the guidelines of MIIP.

SECTION 10 - Change of Benefits

There shall be no reduction in benefits or major reduction in services due to a change in carriers, administrators (including third party administrators), or agent.

If the carrier changes plans offered and there is no longer a plan available that both parties can agree is substantially equivalent to the one guaranteed in Article V (Section 1), the Kirkwood Community College Administration and the Kirkwood Faculty Association will reopen negotiation on insurance to create contract language that makes sure that there is no overall reduction in benefits or overall major reduction in services due to the carrier’s plan changes without equivalent compensatory compensation or reimbursement mechanisms that will make the employee whole and reestablish overall benefits to the 2011-2012 benchmark level.

ARTICLE VI
TUITION BENEFIT

A 50% tuition and fee discount program for the dependent children, spouse or qualified extended family partner (as defined in Appendix D) of bargaining unit members will become effective the 2009-10 academic year. Requests for utilization of this benefit need to be submitted in writing to the Human Resources Office indicating the semester or semesters being requested, the name of the dependent child, spouse or qualified extended family partner and affirmation that the child is a legitimate dependent of the employee.

The benefit covers 50% of tuition and fees only, pertains to credit classes only, and each eligible dependent child, spouse or qualified extended family partner will be permitted utilization of this benefit for 86 credit hours which need not be continuous.
ARTICLE VII
LEAVES OF ABSENCE

SECTION 1 - General Leave Provisions

The Board may grant a full-time\textsuperscript{3} employee a leave of absence in accordance with the following provisions:

A leave of absence of longer than one year is granted as a leave from the college and not as a leave from a specific position or location. A leave of one year or less is from a specific position or location if that position or location exists at the conclusion of the leave. As a condition for granting the leave, the employee will designate the date upon which s/he shall return to work.

The employee shall notify the Board of his/her intent to return to work at least seventy (70) calendar days prior to the scheduled return date. Failure to provide notice may be considered a resignation.

SECTION 2 - Paid Leaves of Absence

A. **Sick Leave:**
   At the beginning of each school year members shall be credited with 15 days per year to be used for absences caused by illness or physical disability of the member. The unused portion of such allowance shall accumulate to a maximum of one hundred fifteen (115) days, inclusive of the current year.

   Each employee shall have made available, in electronic format, a copy of his/her accumulated sick leave days no later than thirty (30) from the beginning of the contract year.

B. **Jury Duty:**
   Pay to be the difference between regular salary and jury pay.

C. **Military Service:**
   Under the provisions of the Selective Service Act and the Code of Iowa.

D. **Death in the Immediate Family:**
   An employee may be granted up to a total of five (5) working days of absence annually, with full pay. Such leave will not be charged against sick leave nor will it be cumulative. An employee may be granted up to five (5) additional working days of absence annually with full pay, should the employee experience the death of any combination of parent, child or spouse in the same year. The immediate family shall be interpreted as: father, mother, brother, sister, husband, wife, family partner, son, daughter, grandfather, grandmother, grandchild, comparable in-laws, and step-parents/children. In addition, up to a total of two (2) working days absence annually, with full pay, may be allowed to attend funerals of other relatives and close friends. Such leave shall not be charged against sick leave nor shall it be cumulative.

\textsuperscript{3} Regular part-time employees shall receive a prorated portion of leaves of absence.
E. **Illness of Immediate Family:**
In case of serious illness or serious injury of a member of the employee's immediate family a maximum of a total of five (5) working days absence annually, with full pay, may be granted. The immediate family shall be construed to mean father, mother, brother, sister, husband, wife, family partner, son, daughter, grandparent, grandchild, comparable in-laws and step-parents/children. These absences shall not be charged against sick leave nor shall the leave be cumulative.

F. **Personal Leave:**
Three (3) days per year may be granted by the department head. Notice shall be given, by the Faculty member five (5) working days in advance of the day requested, if possible, and no more than two consecutive working days may be approved.

G. **Association President Leave**
The Kirkwood Faculty Association President can choose a 3 credit hour release time leave of absence with pay or 3 credit hour overload pay each semester during the year s/he is serving as President of the Association. In cases where the individual chooses release time and is not scheduled for a 3-hour course, a 2-hour or 4-hour reduction shall be provided. However, every attempt will be made to provide a total of a 6 credit hour reduction per year. Notification will be given to the Human Resources Office by February 1 each year of the individual they wish to receive Association Officer Leave. No additional overloads will be permitted during the term a unit member is on Association Officer Leave.

**SECTION 3 - Unpaid Leaves of Absence**

A. **Extended Leave - Illness/Disability**
An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for a period not to exceed two and one-half years. The leave shall be renewed on an annual basis upon written request of the employee. Failure to provide a timely written request for renewal will result in termination of the employee at the end of the most current leave period.

Any employee unable to work due to illness or disability for a period of two and one-half years will be terminated at that point.

Any employee unable to work due to personal illness or disability for a period of five (5) consecutive days or more may be required to provide medical certification of the illness/disability.

The Board will pay health, dental, life and long-term disability premiums for persons on extended illness/disability leave from the point of exhaustion of sick leave until the employee begins to receive long-term disability benefits as long as appropriate medical certification of the illness/disability is on file in the Human Resources Office. When the employee is able to return to work, s/he shall receive the salary in effect when the initial leave was granted.
B. **Professional Leave:**
A leave of absence for up to one (1) year may be granted to any faculty member upon application for professional purposes.

The Board may extend such leave as it desires.

Upon return from an approved professional development leave, a unit member shall receive salary increases granted to bargaining unit members during the period of the leave.

C. **Military and Alternative Service Leaves:**
A military leave of absence or an alternative service leave of absence shall be granted in accordance with the provisions of the Selective Service Act and the Code of Iowa.

D. **Political Activities:**
A faculty member who is elected or appointed to a public office which requires his/her absence from duty with the college for an extended period of time may be granted a political leave of absence.

E. **Child Care:**
Child care leave shall be granted for up to one (1) year to a parent, upon application.

F. **Good Cause:**
Extended leaves of absence without pay may be granted for good cause upon application of the unit member.

G. **Insurance Benefits:**
Any member of the unit on unpaid leave of absence shall retain the right to pay full premium of insurance benefits so that s/he may retain such insurance benefits during the period of leave.

**ARTICLE VIII**  
**TRANSFER**

**SECTION 1 – Definition**
A transfer shall be the movement of a unit member from one supervisory area to another supervisory area in which the unit member is certified to perform a new assignment or work in a new primary teaching location.

**SECTION 2 – Posting**
The Board shall post vacancies covered by this Agreement throughout the college. Any full-time unit member may apply for transfer to any open position for which s/he is qualified. If a volunteer for transfer is not selected to fill the position, the volunteer will be informed, in writing, of the reasons for the decision.

**SECTION 3 – Notice**
The unit member to be transferred is to be informed at such time as the transfer is being seriously considered and notified in writing when a final decision has been reached.
SECTION 4 - Involuntary Transfer to a Different Primary Assignment Location

In cases where a unit member needs to be involuntarily transferred on a primary assignment basis from one Kirkwood campus location to a different Kirkwood campus or learning center location, the following procedure will be used:

A. The administration will identify the qualifications required and post a notice of transfer.
B. Unit members who meet the qualifications may volunteer to relocate.
C. If a volunteer for transfer is not selected to fill the position, the volunteer will be informed, in writing, of the reasons for the decision.
D. If there are no volunteers who qualify, the administration will interview all unit members the administration believes to be qualified to fill the position.
E. Based on the outcome of the interview, the administration will select the employee to transfer.

SECTION 5 - Meeting and Appeal

Any unit member being subject to involuntary transfer may request a meeting with the appropriate administrators to appeal said decision.

SECTION 6 - Returning to Bargaining Unit

A unit member who assumes administrative duties and is subsequently reassigned to a position in the bargaining unit shall resume all rights and privileges that s/he would have had, had s/he continued in the unit except for seniority. Such an employee will accrue one (1) year of seniority for each two (2) years of service as an administrator. The Board will not involuntarily transfer a unit member to an administrative position.

ARTICLE IX

IN-SERVICE TRAINING/PROFESSIONAL DEVELOPMENT

SECTION 1 - Professional Development Fund

The parties have agreed to establish a professional development fund as follows:

A. The college will provide a fund for professional development activities. The amount of the fund will be determined by multiplying the number of bargaining unit members as of August 15 by $225. Any unit member may apply for Professional Development activities. A committee of eight members, four appointed by the Association and four appointed by the Administration, will review the applications and make recommendations to the Vice President of Academic Affairs or any employee designated by the President. If the Vice President intends to deny the recommendation of the committee, s/he will meet with the committee to discuss the proposal prior to making a final decision.

Under no circumstances will professional development include release time for a semester or sabbatical leaves.
If any funds remain unspent at the end of the fiscal year, an amount equal to the unspent amount will be added to the next fiscal year allocation.

The Professional Development Committee will design a “Professional Extension Program” to encourage faculty to engage in job shadowing, individual or academic group projects. Criteria for Professional Extension leaves will include the following:

1. Service to the college
2. Research and publication
3. Curriculum and materials development
4. Planned and approved travel related to the subject field
5. Practical training of job experience in subject-related field.
6. Updating of knowledge in subject field

Faculty on a 174-day contract shall receive their award through a five (5) to twenty-nine (29) day summer extended contract; faculty on a 201-day contract shall receive their award through summer release time or extended contract. These awards shall be made under the same process as described in Section 1.A of this article.

B. Bargaining unit members may be granted a one-half time leave for a period of one full semester to complete the on-campus residency requirement for an advanced degree. While on leave, the bargaining unit member shall receive two-thirds (2/3) of his/her per diem salary. These awards shall be made under the same process as described in Section 1.A of this article. No more than two residency leaves may be approved during any one semester.

C. Any additional legislative funds earmarked specifically for faculty development will not supplant the fund established in this section. If the legislation does not provide language for how the additional funds will be distributed, then they will be added to the pool of funds and be distributed through the Professional Development Committee. If the legislation creates new regulations that are in conflict with the above contract language for the Professional Development Fund, then this section will be reopened for negotiations.

ARTICLE X
DEDUCTIONS FROM SALARY

SECTION 1 – Authorization

Any member of the unit who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of Association dues.

SECTION 2 - Regular Deductions

Pursuant to an authorization by the unit member, the employer shall deduct an equal portion of the total dues from the regular salary check of the unit member each month beginning with the month after the form is submitted and ending in May or June, as selected by the unit member, annually.
SECTION 3 – Duration

Such authorization shall continue in effect during the life of this Agreement unless revoked, in writing, by the member of the Association so authorizing, provided that s/he shall give thirty (30) days notice to the employer of such revocation.

SECTION 4 – Transmission of Dues

The Board shall transmit to the Association the total monthly deductions for Association dues and a listing of the unit members for whom deductions were made within ten (10) working days following the end-of-the-month pay period.

ARTICLE XI
GRIEVANCE PROCEDURE

SECTION 1 – Definition

A grievance is a claim that there has been a violation, misinterpretation, or misapplication of a specific Article or Articles of this Agreement. A grievance may be filed by one or more members of the unit who claim they have been aggrieved, or by the Association with the immediate supervisor of any of the employees filing such a grievance.

SECTION 2 – Representation

The grievant may have representation by the Association at each step of the grievance procedure. The Association has the right to be present at any step.

SECTION 3 – Purpose

The purpose of this procedure is to secure equitable solutions to alleged violations of this Agreement which may arise.

SECTION 4 – Procedure

A. Level One

The grievant will present a signed, written grievance on an approved form to the immediate supervisor or designee within thirty (30) working days from the date the grievant became aware of the alleged contract violation. The statement of grievance shall name the unit member involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the unit member with respect to these provisions, shall indicate the relief requested and shall be signed by the unit member involved. Nothing shall preclude a meeting between the parties at this level. Within fifteen (15) working days after the presentation of the grievance, the immediate supervisor shall give his/her answer to the unit member in writing.

B. Level Two

In the event a grievance has not been satisfactorily resolved at Level One, the grievant may, within five (5) working days of the receipt of the immediate supervisor's answer, submit to the appropriate Dean, a signed written statement of the grievance. The Dean or designee shall give the unit member an answer in writing no later than five (5) working days after the receipt of the written
grievance. If further investigation is needed, additional time shall be allowed in an amount mutually agreed on by both parties.

C. **Level Three**
If the grievance is not resolved satisfactorily at Level Two, the grievant may, within five (5) working days of the receipt of the Dean's answer, submit to the President of the college a signed written statement of the grievance. The statement of grievance shall name the unit member involved, shall state the facts giving rise to the grievance, shall identify all the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the unit member with respect to these provisions, shall indicate the relief requested and shall be signed by the unit member involved. The President or designee shall give the unit member an answer in writing no later than five (5) working days of receipt of the written grievance. If further investigation is needed, such additional time shall be allowed as is mutually agreed to by both parties.

D. **Level Four**
If the grievance is not resolved at Level Three, the grievant or his/her representative may, within ten (10) working days, notify the President that the grievance be submitted to binding arbitration.

The party requesting the arbitration shall notify the American Arbitration Association within ten (10) working days of notifying the President requesting the appointment of an arbitrator. The selection of the arbitrator shall be in accordance with the American Arbitration procedure.

The arbitrator shall not amend, modify, nullify or add to the provisions of this agreement. The arbitrator's decision shall be binding upon both parties unless s/he has exceeded his/her authority under the terms of this Agreement.

The entire cost of the services of the arbitrator shall be borne equally by the parties. Other expenses shall be paid by the party incurring same.

All meetings and hearings under this procedure shall be conducted in private.

**SECTION 5 - General Provisions**
The parties by mutual agreement may have meetings anytime during the procedure. Timelines in this article may be extended by mutual agreement.

**ARTICLE XII**

**SAFETY**

**SECTION 1 - Working Conditions**
The Board shall maintain safe working conditions in compliance with applicable state and federal laws. Unit members will not be required to work under unsafe conditions.

**SECTION 2 - Safety Equipment**
The Board shall provide required safety goggles, helmet, gloves and hard hats in the appropriate shop and laboratory areas.
ARTICLE XIII
ACCESS TO DATA

The Board agrees to furnish to the Association upon request over the signature of its President, and the Association agrees to furnish to the Administration of the college upon request over the signature of the President, or designee, non-confidential and clearly-available information necessary and relevant to the processing of a grievance within the meaning and procedures in Article XI of this Agreement, or for the purpose of understanding and discussing mandatory or mutually agreed upon subjects of bargaining prior to and during negotiations.

ARTICLE XIV
PERSONNEL FILES

SECTION 1 - Inspection of Files

All material in the personnel files of members of the unit, except for confidential individual letters of reference provided by persons or institutions and used by the unit member in the pursuit of employment at Kirkwood Community College, shall, during office hours and in the presence of a representative of the Human Resources Office, be available for such member to inspect, and such member may be accompanied by counsel or representative.

SECTION 2 - Rebuttal Materials

Individual members of the unit shall, at their request, have the right to insert in their personnel files their version of, or a rebuttal of, material adverse to their interests.

SECTION 3 - Grievance Materials

Notwithstanding anything in above, all material relative to grievances shall be filed separately from individual personnel files.

ARTICLE XV
EVALUATION

SECTION 1 - General Provisions

All unit members will be informed of the job-related evaluation criteria, procedure, and the forms to be used, prior to October 1st of each academic year. All new hires or persons unavailable on this date will be notified, within thirty (30) working days of availability, of the job-related evaluation criteria, procedure, and the forms to be used. Nothing prevents the immediate supervisor from discussing goals and objectives for the next academic year at any time.

Evaluations will be every year for the first four (4) years and at a minimum of once every three (3) years thereafter by utilization of the form described in the Quality Faculty Plan. If a time cannot be agreed upon, the supervisor will establish the date.

During the year, the unit member will be given a copy of any evaluation material, both positive and negative, to be placed in his/her evaluation file. The Supervisor and unit member shall meet to discuss the contents of such document(s) before it is placed in the file. The unit member shall be entitled to respond to the contents of such documents within ten (10) working days of such discussion and have such response attached to the original documents.
SECTION 2 - Probationary (Track 1)

New faculty members are required to serve the probationary period as delineated in Section 279 of the Iowa Code.

All probationary unit members will be evaluated based on job-related criteria which will be submitted to them in writing, at a conference with their immediate supervisor prior to October 1st of each academic year.

During the year, a minimum of three (3) unannounced classroom or other educational activity observations will be conducted. After each observation, the supervisor will meet within five (5) working days with the unit member and review the observation. The unit member will be given a written summary of the meeting including recommendations for items in need of remediation, if any, within ten (10) working days after the meeting. A copy of such summary shall become a part of the unit member’s evaluation file.

SECTION 3 - Professional Growth (Track 2)

A unit member who has completed the probationary period at the college will be considered on the professional growth track.

Any Professional Growth Track unit member may conduct a student evaluation of his/her classroom or work assignment performance upon any forms s/he desires. A unit member on this track may also elect to do a self-evaluation and/or a peer evaluation. Such information may be presented to the immediate supervisor at the evaluation conference. Any material relative to the student evaluation, self-evaluation, or peer evaluation in this article shall be placed in the unit member’s evaluation file if the unit member or immediate supervisor deems it to be relevant. Material developed under this paragraph is not grievable under the grievance procedure.

The unit member and his/her immediate supervisor may have the evaluation with or without educational activity observations. In the case of no observation, the conference between the supervisor and the unit member will discuss the unit member’s performance since the last evaluation and professional objectives for the next year. Whatever the format, the immediate supervisor will create a written summary of that conference for the unit member's evaluation file. A copy will be provided to the unit member.

SECTION 4 - Developmental (Track 3)

A unit member who has received an evaluation which indicates a significant adverse change in job performance may be moved to the Developmental Track for not less than one (1) semester nor more than one (1) year, only after the following has taken place:

1. The evaluation recommending such movement will be reviewed by the appropriate Dean, and the Human Resources Office.
2. The unit member will be notified at a meeting with the immediate supervisor, the appropriate Dean, the Human Resources Office, and a Kirkwood Faculty Association representative, that they are being moved to the Developmental Track, and the justifications for such movement.

After such movement has taken place, the following steps will be followed:
The immediate supervisor will meet with the unit member to outline the concerns and provide appropriate remedial action necessary to correct the problem(s). Such plan shall be in writing and a copy will be furnished to the unit member, the Kirkwood Faculty Association, the appropriate Dean, and the Human Resources Office.

The supervisor will provide close monitoring of the unit member’s performance during this period. Such monitoring shall be documented with copies to the unit member, the Kirkwood Faculty Association, the appropriate Dean, and the Human Resources Office.

At such time as the immediate supervisor is satisfied that remediation has been successful, s/he will make a recommendation to the appropriate Dean and the Human Resources Office that the unit member be returned to Track 2 (Professional Growth). A unit member who does not respond to remediation will be subject to termination in accordance with appropriate state law. A copy of all correspondence will be sent to the K.F.A. President.

SECTION 5 - Right to Grieve
A unit member, who has satisfactorily completed his/her probationary period, either one or three years, may grieve an overall unsatisfactory evaluation.

ARTICLE XVI
REDUCTION IN STAFF

SECTION 1 – Definition
A reduction in staff is an elimination of or the reduction of position(s).

SECTION 2 - Basis of Reduction
When the Board determines that reduction in staff is necessary, it shall consider need, seniority and competency on an overall basis in determining which unit members shall be retained. {Need: instructional needs of the college; seniority: as defined in this Agreement; competency: education, work experience, certification and evaluation (Article XV)}.

SECTION 3 - Procedure for Reduction
Part-time employees will be reduced first unless specific curriculum needs dictate retention of such employees.

Prior to making a decision to terminate a unit member, the Board shall consider the unit member for any vacancy for which s/he has received teaching approval or has credentials necessary to receive approval by the State Department of Education.

When reduction in staff is necessary, the following procedures shall be in effect:

A. Any unit member affected by the reduction in staff shall receive notice of possible termination in accord with Iowa Code Chapter 279.15. Such notice(s) shall be in writing to the employee(s). The Board shall notify the Association at the point serious consideration is being given to reductions in staff.

B. As soon as a unit member is notified of possible termination, the resources of the Human Resources and Placement Offices shall be made available to him/her in seeking new employment.
SECTION 4 - Recall Rights

A unit member, who has successfully completed his/her probationary period, terminated under this procedure shall be eligible for re-employment for up to two (2) academic years to a vacancy in a position which the employee had satisfactorily performed at the college and for which s/he can receive current approval from the Department of Education. A unit member with fifteen (15) or more years of service at Kirkwood shall have one (1) additional year of recall rights. Unit members shall be re-employed in the reverse order of termination under the same conditions applicable at the time of termination.

The Board shall notify each terminated unit member of any vacancy to which s/he has re-employment rights, at his/her last known address. A list of such terminated unit members will be maintained by the Board and a copy forwarded to the Association President by April 1 of each year.

Any unit member who is re-employed under the above procedures shall be re-instated with accumulated sick leave benefits and salary level which existed at the time of lay-off.

SECTION 5 - Termination of Recall Rights

The Board's obligation to terminated unit members under the above procedure shall terminate under the following conditions:

1. The appropriate period of recall rights lapses or
2. Comparable employment in higher education or
3. Lapse of state certification or
4. Voluntary waiver of re-employment rights by the employee in writing to the Board.

SECTION 6 - Limited Term Employees

Unit members hired on grants or to replace unit members on a leave of absence shall be on limited term contracts and have no rights under this section. Such unit members must be notified at the time of their employment that they are on limited term contract.

ARTICLE XVII
DURATION & SIGNATURE

SECTION 1 – Duration

This agreement shall be in effect as of September 1, 2012 and shall continue through August 31, 2015.

During the life of this Agreement, neither the Employer nor the Association will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement. In the event that the College’s health insurance base rate increases for either fiscal year 2014 or fiscal year 2015; and/or the College’s IPERS base rate increases for either fiscal year 2014 or fiscal year 2015, said increases will be applied directly to the total package compensation for that fiscal year.
SECTION 2 - Signature

For the College

[Signature]
President of Board
Dated July 12, 2012

[Signature]
Chief Negotiator
Dated July 12, 2012

For the Association

[Signature]
President of Association
Dated July 18th, 2012

[Signature]
Chief Negotiator
Dated July 16th, 2012
## APPENDIX B
### DEFINITION OF TERMS

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>EDUCATION</th>
<th>LEVEL</th>
<th>EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Less than 60 hours beyond high school</td>
<td>1</td>
<td>2 years</td>
</tr>
<tr>
<td>2</td>
<td>A.A. degree or two years R.N.</td>
<td>2</td>
<td>4 years</td>
</tr>
<tr>
<td>3</td>
<td>3 years R.N. or 90 hours beyond high school</td>
<td>3</td>
<td>6 years</td>
</tr>
<tr>
<td>4</td>
<td>B.A. or B.S. degree</td>
<td>4</td>
<td>8 years</td>
</tr>
<tr>
<td>5</td>
<td>B.A. or B.S. degree + 15 semester hours</td>
<td>5</td>
<td>10 years</td>
</tr>
<tr>
<td>6</td>
<td>B.A. or B.S. degree + 30 semester hours</td>
<td>6</td>
<td>12 years</td>
</tr>
<tr>
<td>7</td>
<td>M.A. or M.S. degree</td>
<td>7</td>
<td>14 years</td>
</tr>
<tr>
<td>8</td>
<td>M.A. or M.S. degree + 15 semester hours</td>
<td>8</td>
<td>16 years</td>
</tr>
<tr>
<td>9</td>
<td>M.A. or M.S. degree + 30 semester hours (MFA - 60 credit hours)</td>
<td>9</td>
<td>18 years</td>
</tr>
<tr>
<td>10</td>
<td>M.A. or M.S. degree + 45 semesters hours or Ed.S.</td>
<td>10</td>
<td>20 years</td>
</tr>
<tr>
<td>11</td>
<td>Doctorate</td>
<td>11</td>
<td>22 years</td>
</tr>
</tbody>
</table>
APPENDIX C
PAY PRACTICES

SECTION 1 – Overload

15 CREDIT HOURS is the standard base for overload. Instructor/Coordinator release time agreements will work from this as well.

Release time or pay for credit hours over 15 will be given. The supervisor shall give the employee a written copy of such pay or time. A record of same will be kept in the employee’s file.

Teachers with 174-day contracts will be paid overload for hours worked beyond 30 credit hours per contract year. Teachers with 201-day contracts will be paid overload for hours worked beyond 36 credit hours per contract year. The college will pay teachers’ overload pay during the semester the teacher works the overload credit hours unless otherwise mutually agreed. Teachers will not be assigned excessive hours during any given semester to circumvent the payment of overload pay.

Rate - maximum part-time credit hour rate.

Formula:
1. Lecture - one hour lecture equals one credit hour
2. Laboratory - Two hours of laboratory equals one credit hour
3. Nursing Clinical – one hour clinical equals one credit hour where the faculty member is present and engaged with students 100% of the time.

Maximum class size will be 39, then overload pay provisions will apply. Individual unit members may enter into load averaging agreements if they choose.

Maximum class size for online courses will be 32.

Maximum student load, not including overload, will be 175 students per semester. Overload will be compensated at the rate of one (1) credit hour for every ten (10) students over 175. When a section's size exceeds 49 students, the number of students in the section will not apply toward calculating the 175 student load. Instead, the "Instructional Television, Overload & Multiple Sites" chart will apply. If a section size falls in range of 40 to 49 students, the faculty member may choose to apply either the 175 student approach or the "Instructional Television, Overload & Multiple Sites" chart, but not both. These credits may be paid in wages or a unit member can bank these credits to attain a section reduction in a future semester.

If a unit member has other than three credit-hour classes, to qualify for the 175 student overload, total “student credit hours” (credit hours x class size for all classes) must exceed 525. Overload compensation will be at the rate of one credit hour for every 30 “student credit hours” (or portion thereof) over 525.

Under no circumstances will a unit member be compensated twice for the same overload (i.e., if overload compensation based on class size is taken, the unit member may not also receive overload compensation for maximum student load).
Any agreement entered into will be reduced to writing and signed by the unit member and the appropriate supervisor. A copy of the agreement will be kept in the Human Resources Office. The unit member and the Association shall be given a copy.

Lab

Overload compensation for lab teaching will be calculated from the Lab Compensation Table below.

**Lab Compensation Table**

<table>
<thead>
<tr>
<th>Lab Student Credit Hours*</th>
<th>Credit Hours toward Load Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 25 students**</td>
<td>1 credit hour</td>
</tr>
<tr>
<td>25 – 49 students</td>
<td>1 credit hour</td>
</tr>
<tr>
<td>50 – 74 students</td>
<td>2 credit hours</td>
</tr>
<tr>
<td>75 or more students</td>
<td>3 credit hours</td>
</tr>
</tbody>
</table>

* “Student credit hours” to be figured by multiplying the sum of students registered on the 14th calendar day from the beginning of the term by the lab credit hours for each lab taught.

** In the Health Science programs when class size is mandated by an accrediting agency.

Faculty earning hours from the above table will be compensated at the maximum part-time credit hour rate for all credit hours above 15 rounded to the nearest 0.25. Compensation will be in the form of overload pay unless release time is approved by the administration.

With the approval of administration, hours earned under the Lab Compensation Table may be banked until sufficient hours have accumulated for one three- or four-credit hour course release. The administration will authorize a minimum of 15 credit hours per fall and spring semester in release time under this provision. Release time will not be granted during the summer terms or if a qualified backfill cannot be secured.

Those requesting release times must submit their request by the 28th calendar day of the semester for the following semester. The order for fulfilling the requests will be determined by seniority. Unfilled requests from the current semester will rank above those submitted in subsequent semesters. Total hours banked may not exceed four. Hours earned beyond four must be compensated through overload pay.

The following courses are not eligible for this compensation, but shall heretofore be credited at two hours equals one credit hour (2 hours = 1 credit hour):

1. Teaching and learning situations such as clinics, internships, and practicums where pre-instructional preparation is not essential such as dental hygiene and dental assisting.
2. Clinics, internships, and practicums where the instructor does not accompany the student to the site.
3. Labs where planning and organization of the in-class experience are not performed by the unit member.
5. Other sections credited in the ’98/99 faculty loading report as three or more contact hours equals one credit hour.

Lab sections will count toward load compensation calculations only if one of the following conditions is met:
• enrollment is 50% or more of the customary maximum class size; or
• enrollment is 10 or more students.

Where several lab sections are scheduled simultaneously, student enrollment will be determined by combining the number of students in all the sections.

Writing Center and Math Lab compensation shall be 2.33 contact hours = 1 credit hour.

SECTION 2 – Television Instruction - Telelink, and I.T. F. S. Courses

Attached Instructional Television, Overload & Multiple Sites chart.
Release time or pay will be given.
Rate - maximum part-time credit hour rate.

If part of normal load, then only overload portion of pay will be at the maximum part-time rate.

* Instructional Television, Overload & Multiple Site Sections

<table>
<thead>
<tr>
<th>One Site</th>
<th>More Than One Site</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td># Students</td>
<td>Cr. Hr.</td>
</tr>
<tr>
<td></td>
<td>Reduct.</td>
</tr>
<tr>
<td>100 - 119**</td>
<td>4</td>
</tr>
<tr>
<td>80 - 99</td>
<td>3</td>
</tr>
<tr>
<td>60 - 79</td>
<td>2</td>
</tr>
<tr>
<td>40 - 59</td>
<td>1</td>
</tr>
</tbody>
</table>

* Chart does not apply to Anytime/Anywhere courses.
** For each increment of 20 students above 119, an additional credit will be paid.
*** For each increment of 20 students above 99, an additional credit will be paid.

The above chart refers to a standard three-credit hour course. Courses of 4 or 5 credit hours shall be prorated from these amounts.

The college retains the right to limit class size to thirty-nine (39) students.

Student enrollment in Instructional Television will be determined based upon the class size on the 14th day following the start of the class in question. Additional pay will be granted based on the next level of attainment.

Student withdrawals after 10th day of the session will be included in class size computations.

SECTION 3 – Curriculum Development

Curriculum development, including online course development, applies to total new course development or major revisions of existing courses and does not apply to routine updating of the course work or reorganization of courses. To receive compensation for curriculum development, the course must be mutually agreed upon by administration and faculty.
In-house development does not include Economic Development work. Rate: maximum part-time credit hour rate or release time (based on the number of credit hours of the course developed).

SECTION 4 – Development of Copyright Materials, Media and Online Projects

Any faculty member who produces educational materials, media or online projects, whether by his or her own initiative or at the request of the administration, and who does not in any way use the college’s time, services, materials, software, or hardware, shall maintain full rights for the copyright, and to any further royalties or profits resulting from said publication or products. Furthermore, said materials shall be considered the property of the creator and the college may not use, reproduce, edit, modify, publish or license said materials without a negotiated agreement with its owner.

In those cases in which a faculty member produces educational materials, media, or online projects, whether by his or her own initiative or at the request of the administration, and who accesses college support in the form of release time, reduction in normal teaching or administrative duties, or support services in the forms of aid from college staff, supplies, software or hardware, the college and the particular faculty member, with the input of a Kirkwood Faculty Association designee, shall enter into a contractual agreement concerning the resulting rights from publication or sale of said products: (a) prior to the commencement of support from the college; or (b) prior to sale or external use of the products. In the event of said sales or external marketing, Kirkwood Community College shall retain the right to use, reproduce, edit, modify, and/or duplicate the materials for Kirkwood internal use only.

SECTION 5 – Honors & Independent Study

Faculty who participate in independent study projects, and who are carrying a 15- or 16-credit hour teaching load (6 summer hours) shall be compensated at a rate equal to one-half the tuition paid to the college by the student for the project. If the independent study is part of the honors program, faculty shall be paid $75.00 for each student enrolled in a one-hour independent study.

In addition to the above compensation, faculty who participate in the honors program by planning and offering, for the first time, an honors unit tied to one of the designated Phi Theta Kappa honors theme, and who engage in other related honors activities, shall be paid $180 annually.

Independent study compensation is limited to six (6) total student credit hours per semester without approval of the dean of the department.

SECTION 6 - Grant Writing/Accreditation Preparation

Grant writing and accreditation preparation may be part of the instructor’s assignment, release time, or overload. Release time and overload will be determined between the unit member and the supervisor by mutual consent.

SECTION 7 - Substitute Teaching

When the college assigns an instructor to substitute for another teacher, it will pay:

Maximum part-time credit hour rate - lecture hour
One-half maximum part-time credit hour rate - laboratory hour
When coverage is release time for employee to go to a convention, professional meeting, lobbying, etc., the college will not pay for substitutes.

In unusual circumstances, the college will consider extra pay.

SECTION 8 - Approved Student Clubs

Advising Student Clubs may be part of the instructor's normal assignment. Assigned duties shall be counted as time for the instructor's load. Travel expenses relating to Student Clubs shall be paid according to current college policy. Extra days worked as a Student Club Advisor shall be paid on the instructor's per diem rate.
APPENDIX D
KIRKWOOD COMMUNITY COLLEGE
EXTENDED FAMILY RELATIONSHIP ELIGIBILITY

A qualified extended-family partner, as defined below, is eligible to apply for coverage under any self-insured health care program offered by the college to bargaining unit members, and the Delta Dental and/or Vision Service Plan package.

To be eligible for coverage, the employee and family partner must complete and file an Affidavit of Extended Family Relationship with the Human Resources office. The Affidavit is a certification of the nature of the relationship. Additionally, three of the following conditions must exist:

1. The individuals have been residing together for at least 12 months prior to filing the Affidavit.
2. The individuals have common or joint ownership of a residence.
3. The individuals have at least two of the following arrangements:
   a) joint ownership of a motor vehicle
   b) joint credit, checking, or loan account
   c) joint lease of a residence
4. The employee has named the family partner as beneficiary on a life insurance policy, an annuity contract or his/her will.
5. The individuals have executed a “relationship contract” which obligates each to provide support for the other, and upon dissolution of the relationship requires a substantially equal division of property acquired jointly.
6. One or both of the individuals have executed a Durable Power of Attorney, and/or including for Health Care, naming the other.

Additional Provisions:
Notification of Changes: The individuals must agree to notify the Human Resources office of any changes attested to in the Affidavit of Extended Family Relationship.

Liability for False Statements: If any company or the College suffers a loss because of a false statement contained in the Affidavit or any documents that may be submitted to prove the nature of the relationship, or as a consequence of the failure to notify the Human Resources office of a change in circumstances, the company or the College will be entitled to recover all losses as a result.

Termination: Either individual in an extended family relationship may notify the Human Resources office, in writing, of termination of the relationship.

Waiting Period: Following termination of an extended family relationship, a 12 month period must elapse before a new Affidavit may be filed.

_I have read and understand the Extended Family Relationship eligibility requirements as stated above._

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Date</th>
</tr>
</thead>
</table>
APPENDIX E

MEMORANDUM OF AGREEMENT
Between
KIRKWOOD FACULTY ASSOCIATION
And
KIRKWOOD COMMUNITY COLLEGE

WHEREAS:
The employment contract between the Kirkwood Faculty Association and Kirkwood Community College states that “educational salary adjustment credits will be earned upon completion of staff development programs approved by the administration and/or the Educational Salary Adjustment Committee.” (Article II, Section 3, Subsection 4) The contract also states that “University or college courses or offerings (degree or non-degree, one semester credit hour = one educational salary adjustment credit).

WHEREAS:
Endowed teaching chairs provide an opportunity for selected faculty to undertake professional development projects in their discipline or in instructional pedagogy, through writing, preparing and presenting a special lecture, conducting research, or pursuing other opportunities. The Endowed Teaching Chairs program is a major effort by the Board of Trustees and the College Foundation Board to demonstrate its commitment to quality instruction by recognizing and fostering instructional excellence and lifelong learning. (http://www.kirkwood.edu/site/index.php?id=132&v=12342)

IT IS AGREED:
That the Educational Salary Adjustment Committee (previously known as the Professional Renewal Committee) will award one educational salary adjustment credit for each semester credit hour awarded to and successfully completed by full-time faculty under the Endowed Chairs Program.

[Signatures]
Kirkwood Faculty Association Date
Kirkwood Administration Date
APPENDIX F
SUMMER TEACHING

It is mutually agreed by the Kirkwood Faculty Association and Kirkwood Community College Administration that faculty with a 174-day contract who do not have an extended contract may teach more than 4 credit hours at maximum adjunct pay rate during the summer term, and that Kirkwood Administration agrees to implement the following:

1.) That teaching more than 4 credit hours at adjunct pay is completely voluntary, initiated by the faculty, and approved by their dean. Teaching more than 6 credit hours at adjunct pay will require approval of the Dean and the Vice President of Academic Affairs.

2.) That teaching more than 4 credit hours at adjunct pay does not change the faculty member's position in the rotational system for assigning extended contracts as set forth in the master contract Article IV, Section 4.

3) That the number of extended contracts offered by the College will be at least 39.

4) That the number of 201-day contracts will not be reduced from the number in 2007-2008 which was 125 except by resignation, retirement or death: or by the Reduction In Staff Procedure of Article XVI of this contract.
APPENDIX H 5
INSURANCE AND FLEX DOLLAR
BRIDGING AGREEMENT

MEMORANDUM OF AGREEMENT

Between

KIRKWOOD FACULTY ASSOCIATION

and

KIRKWOOD COMMUNITY COLLEGE

Please consider this Letter of Agreement (LOA), pertaining to the difference in the effective date and the ending date of the contract between Kirkwood Community College and the Kirkwood Faculty Association (KFA), as a mutual agreement regarding the bridging of insurance coverage. This includes the difference in insurance coverage and names for dental, health, and vision offered by the College and available to the positions included in the KFA agreement. The "top tier" plan for health insurance will be offered effective July 1, 2011. (Article V, Section 1) In addition, the monthly contribution each unit member is provided will increase from $290.00 to $315.00, effective July 1, 2011. These dollars may be used to pay insurance premiums, options listed under Section 125, or taken as salary. (Article V, Section 4)

For the College

Date 6/9/11

2011

For Kirkwood Faculty Association

Date 6/8/11