

A G R E E M E N T

Between

INDEPENDENCE COMMUNITY COLLEGE

and

INDEPENDENCE COMMUNITY COLLEGE FACULTY ASSOCIATION

Effective: July 1, 2023

Through: June 30, 2026

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**WRITTEN CONTRACT IN COMPLIANCE WITH
KANSAS PROFESSIONAL NEGOTIATIONS ACT,
K.S.A. 72-5412, et seq.
2024-2026 Academic Years**

This contract made and entered into this 1st day of July 2023, by and between the Board of Trustees of Independence Community College, Independence, Kansas, hereinafter referred to as “the Board”, and the Independence Faculty Association KNEA/NEA, hereinafter referred to as “the Faculty,” Independence, Kansas.

PREAMBLE

WHEREAS, the Board of Trustees of Independence Community College and its Faculty, through their duly appointed bargaining representatives, have entered into professional negotiations by meeting, conferring, consulting and discussing in a good faith effort by both parties, and have reached agreement with respect to the terms and conditions of professional service for the school year; and

WHEREAS, various agreements were reached between the bargaining agents for their respective parties during those negotiations; and

WHEREAS, this contract was created in the context of the College’s Mission and Vision; and

WHEREAS, it is the desire of the parties to set forth those agreements in writing;

NOW, THEREFORE, the Board and the Faculty do hereby agree that the following shall represent a binding contract upon the Board and the Faculty for the areas set forth herein covering the academic years.

DEFINITIONS

1. Administration: All persons employed by Independence Community College in the following positions: president, deans, directors, registrar, and other such persons whose duties are primarily administrative in nature and whose salaries are not determined as a part of the Faculty bargaining unit.

2. Association/Faculty: The Independence Community College Faculty Association KNEA/NEA is the exclusive bargaining agent authorized to negotiate with the Board with respect to the terms and conditions of professional service.

3. Board: The Board of Trustees of Independence Community College, Independence, Kansas

4. College: Independence Community College, Independence, Kansas.

5. Days: Except when otherwise indicated, days shall mean contract days, Monday through Friday.

6. Employee/Faculty:

The terms “employee,” “Faculty,” and “instructor,” “faculty member” or “teacher” may be used interchangeably, but shall mean the same.

Are persons employed as full-time instructors, and who teach credit hour classes as part of their regular contract who are employed under a contract subject to the provisions of K.S.A. 72-2216, et seq.

Half-time instructors are those whose teaching load is at least 15 credit hours for the contract year. Excluded are administrative employees. Determination will be based on the actual teaching load for each contract year.

Refers to the Independence Community College Faculty Association KNEA/NEA (hereinafter, the "Association" or "Faculty Association").

7. Probationary Faculty: Shall refer to the Employee/Faculty Member who has not yet completed his or her third year of continuous full-time employment with Independence Community College.

8. Non-probationary Faculty: Shall refer to the Faculty Member who has completed three or more years of continuous full-time employment with Independence Community College.

9. President: Shall refer to the position filled by a person designated by the Independence Community College Board of Trustees to be the chief executive officer of the college.

ARTICLE I PROCEDURAL AGREEMENT

Purpose. The purpose of these procedures is to enable the parties to negotiate on the terms and conditions of professional service under the provisions of the Kansas Law entitled Teachers' and Administrators' Professional Negotiation Act L. 1970 Ch. 284 (1970 N.B. 1647).

Procedural Agreement Procedures and Conditions

Selection of Teams. The Board and the Association each has the right to select its own representatives and to change them at will.

Good Faith. Each party acknowledges its duty under the Kansas Statute to meet, confer, consult and discuss in a good faith effort to reach agreement with respect to the terms and conditions of professional service at Independence Community College.

Proposals and Counterproposals. Proposals may be formal or informal in nature, depending upon the consensus and signature of both bargaining units.

Negotiation Sessions. The first negotiating session shall take place as soon as reasonably possible after the first request by one bargaining unit or the other, at a location agreeable to both sides. Negotiations shall not begin before March 31 of each year except by mutual consent of both parties. However, under KSA 72-2228 letters of items each side intends to negotiate must be submitted by March 31 of each year.

Processing Agreements. When agreements are reached on the various items which have been negotiated, they are to be typed in final form, signed by the negotiators and recommended to the constituents for ratification. The Association will submit a list of the names of all members of the bargaining unit. Attached to the list will be a statement by the association president verifying that a good faith attempt was made to contact all members of the bargaining unit; that a majority of the bargaining unit have participated in the ratification vote; and that a majority of those voted to ratify (not ratify) the agreement. Ratified agreements will be signed by the Association and the Board.

ARTICLE II ASSOCIATION RECOGNITION

The Board of Trustees of Independence Community College recognizes the Independence Community College Faculty Association as the exclusive negotiating representative of all Faculty Members employed at least half-time in a professional educational or instructional capacity. Half-time instructors are those whose teaching

load is at least 15 credit hours for the contract year. Excluded are administrative employees. Determination will be based on the actual teaching load for each contract year.

**ARTICLE III
DURATION OF AGREEMENT**

This Agreement shall become effective July 1, 2023 and shall remain in full force and effect to and including June 30, 2026.

**ARTICLE IV
BILATERAL AGREEMENTS**

The parties agree to sign two copies of this agreement. One copy will be for the Board of Trustees files and the other for the Faculty Association files. These shall be considered the official documents of the negotiated agreement. Furthermore, a reproduction of this agreement will be given to each Faculty Member with such employee's individual contract.

**ARTICLE V
SAVINGS CLAUSE**

If any provision of this agreement or any application of this agreement to any Faculty Member or group of Faculty is finally held to be contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the Board of Trustees and the Faculty Association shall enter immediately into negotiation to replace any provision found to be contrary to law, provided notice of such requested change is given by either party according to appropriate law(s).

All Faculty Members will be covered by State law in the dissemination of public information.

**ARTICLE VI
BUDGETS**

Faculty Members shall have the opportunity to give input in the development and/or revision of the budgeting process of the College through Division Chairs, and if no division chairs directly to the chief academic officer.

Budgeting Procedure and Terms

- 1) After division input is received, each Division Chair shall submit a proposed budget to the Chief Academic Officer, for preliminary review, revision, and/or approval prior to inclusion in the College budget.
- 2) Following budget adoption by the College, each Division Chair shall be notified of the budget amounts.
- 3) If division budgets are revised during the fiscal year, the Division Chairs shall be notified in writing in a timely manner.
- 4) The Faculty and Staff Handbook shall contain a statement of policies and procedures detailing methods of purchasing and spending division budgets.

**ARTICLE VII
TERMINATION OR NON-RENEWAL**

No non-probationary Faculty Member shall be terminated or non-renewed without just cause. No probationary Faculty Member may grieve any nonrenewal or termination of his/her contract.

All contracts of employment of Faculty Members with the College shall continue in full force and effect during good behavior and efficient and competent service rendered by the Faculty Member, and all contracts of employment shall be deemed to continue for the next succeeding school year unless (a) written notice of intention to terminate a contract of employment is served by the Board of Trustees upon any Faculty Member by April 15 or (b) the Faculty Member is terminated for Just Cause. A Faculty Member shall give written notice to the Board of Trustees of the College that he or she does not desire continuation of a contract of employment in compliance with Kansas Statutes.

The Board and a faculty member who is nearing eligibility to become a non-probationary instructor may enter into a written contract to extend the Faculty Member's probationary status for up to two (2) additional years in lieu of giving the Faculty Member notice of nonrenewal. The purpose would be to allow the Board to work with the Faculty Member pursuant to a plan of improvement and allow the Faculty Member to maintain his/her employment.

**ARTICLE VIII
DISCIPLINARY PROCEDURES**

The College retains the right to impose discipline upon faculty members up to and including termination, suspension, and written and/or verbal reprimands as deemed appropriate. No Faculty shall be disciplined without having been given notice and opportunity to be heard consistent with due process principles. Termination of a non-probationary faculty member shall comply with Article VII. For all other discipline, which does not rise to the level of termination or suspension, the procedures outlined below shall apply.

Disciplinary Procedures and Terms

This disciplinary procedure shall be primarily administered by the Chief Academic Officer (CAO), his or her designee, or such other administrator designated by the President. No faculty member shall be disciplined without having been given notice and opportunity to be heard consistent with just cause and due process principles.

Before administering the three step procedure, the CAO should take the following into consideration:

1. Has the alleged misconduct been sufficiently and fairly, investigated?
2. Is there sufficient evidence to establish that the misconduct occurred?
3. Are the work rules or policies violated being consistently applied without discrimination?
4. Taking into consideration all facts and circumstances and the past discipline history of the faculty member, is the discipline being administered appropriate?

Step 1: Speak to faculty member concerning the specific issue (issues may not be combined). Document verbal conversation and have on hand a hard copy of facts of specific instance(s) requiring this discussion. The verbal conversation is documented, signed and dated by the faculty member and Chief Academic Officer. Signature by the faculty member is not deemed an admission or agreement with the discipline being administered. An employee who feels a disciplinary action has been unfair may file a grievance.

Step 2: Upon second offense, a letter of warning is given to the faculty member outlining the specific offense, the date and times of the original verbal discussion concerning the issue, and commentary made by faculty member to correct specified issue. The written statement, must be hand delivered to the faculty member by the Chief Academic Officer and read in front of Chief Academic Officer. The written statement must include an agreement page that states the specific issue that needs correction, the date of previous verbal discussion concerning the issue, the expectation of change and date due for that change Both the Chief Academic Officer and faculty member will sign and date the written statement after having read and understood the complete document. Copies of the document will be given to faculty member and kept on file with Chief Academic Officer. An employee who feels a disciplinary action has been unfair may file a grievance.

Step 3: If the offense happens a third time, the College will move to the following Disciplinary Procedures. The Faculty member shall be heard by a fair and impartial Disciplinary Committee consisting of three members: a faculty member and administrator chosen by the Chief Academic Officer and a faculty member or administrator chosen by the Faculty. Such notice of disciplinary action shall include the reasons for the action. The employee shall be accorded all the procedural safeguards related to such a conference, including the right to prepare, to present and question witnesses (representing either side), and to have Campus representation. An employee who feels a disciplinary action has been unfair may file a grievance or appeal the disciplinary action.

ARTICLE IX STAFF HANDBOOKS

All Administrative policies in the old Staff Handbook will be in effect until the new Staff Handbooks are developed by the Administration and distributed; provided, the Administration may make policy changes during the year which shall take effect when approved by the Board of Trustees and distributed.

ARTICLE X FRINGE BENEFITS

The Board of Trustees has established a fringe benefit pool for all qualifying Faculty Members. Qualifying Faculty Members who select a single employee insurance plan shall receive the amount of fringe benefit which is 95% of the single employee monthly health insurance premium for the college's group plan. Qualifying Faculty Members who select a family insurance plan (e.g. employee + spouse, employee + children, employee + spouse & children) shall receive the amount of fringe benefit which is 95% of the single employee monthly health insurance premium plus 55% of the premium difference between the selected family and single premiums. As long as ICC utilizes the State of Kansas Health Plan the College will satisfy this provision by paying the employer premium amounts mandated by the plan.

The Board of Trustees may elect each year at its sole discretion to establish a plan which qualifies as a Cafeteria Plan according to Section 125(b) of the Internal Revenue Code. After receiving input from the Faculty Association, the Board shall determine the provisions of the plan and the procedure for implementation.

The College will match an individual's contribution at 100% up to 3% of his/her base salary for faculty who elect to participate in a 403(b) plan. Faculty will fully vested at 3 years; less than 3 years will be pro-rated

ARTICLE XI

HOSPITALIZATION AND MEDICAL INSURANCE

The Faculty Association agrees that the Board of Trustees has the right to select the hospitalization/medical insurance company and coverage for Professional Employees. It shall be the intent of the Board of Trustees to obtain coverage similar to a no ramp up plan for the Non-State Employee Health Insurance Program offered by the State of Kansas.

ARTICLE XII EARLY RETIREMENT

Paragraph 1: Early Retirement Incentive

- (1) Faculty of the College who may find it necessary or desirable to retire from employment with the College prior to normal retirement age may elect to take early retirement under the terms and conditions set forth in this Article. Early retirement is entirely voluntary and at the discretion of an eligible Faculty Member.
- (2) Eligibility -- A Faculty Member is eligible for early retirement if such Faculty:
- (a) Is not less than 56 years of age and not more than the Social Security full retirement age (FRA);
 - (b) Has 10 years or more of full-time employment service with the College; and
 - (c) Is eligible for retirement with the Kansas Public Employees Retirement System (KPERs).

Eligibility for early retirement will be determined by the President. A Faculty Member applying for early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility for early retirement and to determine benefits to be paid.

- (3) Application -- A Faculty Member may apply for early retirement by giving written notice to the President. Such written notice shall be submitted on or before the first (1st) day of April preceding the anticipated retirement date and shall include the following information:
- (a) A statement of the applicant's desire to take early retirement,
 - (b) The anticipated date of retirement,
 - (c) The applicant's birthday and age on the date of retirement,
 - (d) The current mailing address and telephone number of the applicant,
 - (e) The number of years the applicant has been employed by the College,
 - (f) The total number of years of service credit recognized by KPERs,
 - (g) Applicant's current annual salary,
 - (h) Whether the applicant desires health insurance coverage through the College's health insurance program by deduction of annual premiums from the early retirement benefits.
- (4) Following final action by the Board on any application for early retirement, the President shall notify the applicant, in writing, of the final disposition and the date and amount of annual early retirement benefits to be paid.

Paragraph 2: Early Retirement Benefits

An eligible Faculty Member who takes early retirement is entitled to receive annually from the College a sum of money (early retirement benefit) equal to a percentage of the last contract salary earned from the College based on the following table:

First Year	23% of last salary
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Second Year	19% of last salary
Third Year	15% of last salary
Fourth Year	12% of last salary
Fifth Year	11% of last salary
Maximum Cost	80% of last salary

It is further provided that on a year-to-year basis, beginning with the 1988-89 school year, and thereafter, the Board of Trustees shall direct the appropriate administrator to compute, on or before March 1, an estimated early retirement benefit for each Faculty Member between the ages 56 and the Social Security full retirement age (FRA). This information shall become a part of the Faculty Member's permanent file.

For any Faculty Member, past the age of 56, choosing the early retirement option, the benefit shall be as computed on the current data.

Paragraph 3: Terms and Conditions

The following terms and conditions shall apply to the early retirement plan:

- (1) The Board of Trustees retains the right to adopt the early retirement incentive program on a year-to-year basis;
- (2) Any application for early retirement shall be granted by the Board of Trustees subject to the other provisions of this article if the program is adopted for the following year;
- (3) The annual early retirement benefit shall be payable by the College in a lump sum in January
- (4) A Faculty Member taking early retirement shall have the option to maintain health insurance coverage through the College's health insurance program by agreeing to a deduction of health insurance premiums from the early retirement benefits;
- (5) All early retirement benefits, including the option to maintain health insurance, shall automatically terminate at the time an employee reaches age the Social Security full retirement age (FRA);
- (6) A Faculty Member who takes early retirement shall have the responsibility to keep the College informed of such Faculty's current mailing address and telephone number;
- (7) A Faculty who takes early retirement shall not thereafter be eligible for regular employment by the College. Such regular employment shall constitute cancellation of the early retirement agreement with the Board of Trustees and shall relieve the Board of Trustees of any further early retirement obligations to the Faculty;
- (8) Should the Board of Trustees decide not to adopt the early retirement incentive program in any given year, all Faculty Member who were on the program prior to the non-adoption will continue on the program until the completion of their Social Security full retirement age (FRA);
- (9) If any provision of this early retirement plan is determined to be in violation of federal or state laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless readopted by the Board of Trustees.

ARTICLE XIII

LEAVES FROM ASSIGNED DUTIES

1. Unpaid Leave of Absence for Political Office

Any Faculty Member may be eligible for an unpaid leave of absence to hold an elective or appointive Kansas Government Office. The Faculty Member must designate the period of time needed to be on leave and notify the Board of Trustees one month prior to the start of the semester the Faculty Member shall be gone (unless the Board of Trustees agrees to waive this stipulation). This leave is subject to the Board of Trustees finding a suitable replacement.

2. Voting Leave Benefit

Independence Community College recognizes the importance of the civic duty of all Faculty to vote in all local, state and federal elections. Faculty are encouraged to vote before or after working hours on election days, however, if the employee's work schedule prevents her/him from voting during non-working hours, ICC will grant leave with pay, up to ½ day, for voting on election days.

If a Faculty member knows in advance time off will be necessary to vote on an election day, he or she should request voting leave from his or her supervisor at least two (2) working days prior to the day of the election.

The supervisor shall have the right to specify the time which the Faculty member shall be relieved from duties and services to provide the ½ day for voting and the supervisor may assign employees different absentee periods to maintain sufficient departmental coverage.

Any additional time off needed for voting will be handled on a case-by-case basis.

3. Jury Duty / Witness Service Leave Benefit

Independence Community College encourages civic duties of our Faculty. Faculty assigned to a part-time or full-time position will be approved for paid leave for:

1. A civic jury duty assignment
2. For a required appearance before, and at the direction of, the Kansas Commission on Civil Rights, the United States Equal Employment Opportunity Commission, or a court.

Human Resources must approve all Jury Duty/Witness Service Leaves. Jury Duty/Witness Services Leaves will be approved if it does not result in the hardship to the operations of the College.

Jury Duty/Witness Service Leaves will not be approved for court cases in which the employee is the plaintiff or respondent.

When employee receives a summons or subpoena, they should send a request for Paid Jury Duty/Witness Service Leave. To request a Jury Duty/Witness Service Leave, or contact the Human Resources department. Please attach a copy of the Court Notice to the request.

Human Resources will review the summons or subpoena and determine if it qualifies for a Paid Jury Duty/Witness Leave Service leave. Human Resources will respond to the employee with one of the following responses:

- Your Jury Duty/Witness Service Paid Leave Request has been Approved
 - Dates paid will be listed
 - Human Resources will work with your supervisor to find coverage for your position during your Paid Leave
- Your Jury Duty/Witness Service Paid Leave Request has been Denied
 - A detailed reason will be provided why the request was denied

Court Fees

Employees granted paid leave for Jury Duty will retain all court fees received.

Employees granted paid leave for Witness Service may retain a maximum of \$50.00 in court fees. Any court fees above \$50.00 shall turned over to the ICC Business Office.

Employees who travel to a required court appearance in a personal vehicle will retain all court mileage fees received. Employees who travel to a required court appearance in a college vehicle shall turn over any mileage payments received to the ICC Business Office.

Exclusions

Employees assigned to temporary or seasonal positions do not qualify for paid Jury Duty/Witness Service Leave.

Consequences

Unless approved in advance, time missed may be considered an unauthorized absence.

4. Sabbatical Leave

Any Faculty Member having been employed for seven years by the College becomes eligible for up to one year of sabbatical leave for additional schooling or other educational improvement.

The educational value of such leave must be approved by the President and the Board of Trustees. During such leave a Faculty Member will be eligible to receive one-half salary and fringe benefit pool for one year or full salary and fringe benefit pool for one-half year, (as determined by the year preceding such leave). The Faculty Member is obliged to continue at the College two years after returning from such leave. Application for sabbatical leave should be made to the President for recommendation to the Board of Trustees. The number of Faculty Member to be granted this leave in any one year shall be governed by the Board of Trustees upon recommendation of the President; however, any recommendation is contingent on: (1) the availability of adequate finances, and (2) obtaining a suitable replacement for the period of such sabbatical. If the application for such leave is denied, the applicant shall be notified in writing of the specific reason(s) for such action.

Any advancement in class on the salary schedule as a result of the sabbatical shall be granted and the Faculty Member shall retain his/her step on the salary schedule as if he/she had been teaching that year.

5. Voluntary Leave Without Pay with Benefits

Independence Community College offers Voluntary Leave without Pay with Benefits program, which allow eligible faculty to request leave without pay and retain insurance coverage during their absence. Voluntary Leave without Pay with Benefits may be approved during a period of reduced unit activity or for extreme personal circumstances.

Leave without Pay with Benefits should be requested by the employee to the Vice President of Academic Affairs (VPAA). The VPAA may approve the leave request if the leave is mutually beneficial to the employee and the Department. If the VPAA approves the leave request, he/she should forward it to Human Resources for final approval.

Leave Period

Depending on the needs of the employee and the department, a Voluntary Leave without Pay with Benefits may be requested for a full-time or part-time basis.

A Voluntary Leave without Pay with Benefits Minimum leave period of two (2) weeks is required to participate in the Voluntary Leave without Pay with Benefits program and the leave period cannot twelve (12) weeks in a twelve (12) month period.

Prepayment of Insurance Premiums

To ensure existing benefits coverage (including health, dental and vision insurance) is maintained during the voluntary leave without pay period, participating employees will be required to pay their portion of each insurance premium in advance of the absence.

Exclusions or Special Circumstances

This program does not affect eligibility to take paid leave under the other, existing leave policies and is not applicable to leaves of absence related to medical leave.

Voluntary Leave Without Pay with Benefits can only be granted to employees in full day increments.

Sick leave is used only for medical related absences and will not be granted for use with the Voluntary Leave without Pay with Benefits program.

Consequences

Taking Voluntary Leave without Pay Benefits affects leave accruals, contributions to retirement plans and other salary-based programs.

6. Other Unpaid Leave of Absence

A Faculty Member, after having been employed for three years by the College becomes eligible for up to one year's leave of absence with no pay. Prior to taking such leave, the Faculty Member shall sign an agreement to continue at the College for the year following said leave. Upon returning, the Faculty Member shall be placed on the salary schedule according to the step as if they had been employed and according to the class for which they are eligible. Leaves under this provision will be granted only upon recommendation of the President and approval of the Board of Trustees. Lack of adequate replacement shall be considered just cause for Board of Trustees refusal to grant unpaid leave of absence.

7. Parental Leave Benefit

The Parental Leave policy provides eligible Faculty with paid leave for the birth, adoption or foster placement of a child up to six (6) years of age.

Eligibility

Full-time Faculty, who have twelve (12) months or more of service with Independence Community College may request Parental Leave.

Request

Faculty are urged to request Parental Leave with as much advance notice as possible.

To request Parental Leave,, or contact the Human Resources department.

Human Resources will review the Parental Leave Request Form and determine if it qualifies for a Paid Parental Leave. Human Resources will respond to the employee with one of the following responses:

- Your Paid Parental Leave Request has been Approved
 - Dates paid will be listed
 - Human Resources will work with your supervisor to find coverage for your position during your Paid Parental Leave
- Your Paid Parental Leave Request has been Denied
 - A detailed reason will be provided why the request was denied.

Leave Period

If the paid Parental Leave is approved by Human Resources, the paid Parental Leave may be taken concurrently, consecutively, or at different times intermittently within the twelve (12) week period immediately following the qualifying event.

Employees, upon requesting Parental Leave, will be required to self-identify as a primary or secondary caregiver.

- A parent designated as primary caregiver will receive up to six (6) weeks of paid Parental Leave.
- A parent designated as secondary caregiver will receive up to three (3) weeks of paid Parental Leave.
- If both parents are employees and eligible for paid parental leave, one employee must be designated as the primary caregiver and one must be designated as the secondary caregiver.
- The fact that a multiple birth or adoption occurs (i.e., the birth or adoption of twins) does not increase the length of paid Parental Leave for that event.

Parental Leave will be paid at the regular rate of pay and must be taken within the twelve (12) weeks immediately following the date of the child's birth or the adoption placement date.

Faculty will continue to accrue paid leave for which they are eligible during the Parental Leave period.

Official and observed holidays do not count against paid Parental Leave.

Employees utilizing paid Parental Leave on an official or observed holiday shall receive holiday credit.

Faculty may be permitted to take leave of other types (i.e. sick leave and personal leave) in addition to the six (6) or three (3) weeks of paid Parental Leave, in accordance with other applicable Kansas Board of Regents and ICC policies.

Nothing in the policy shall be construed as prohibiting the granting of additional leave beyond that permitted by this policy.

During Parental Leave faculty shall not be reassigned to another position or duties.

Any paid Parental Leave shall run concurrently with leave permitted under the Family Medical Leave Act (FMLA), if applicable.

Exclusions or Special Circumstances

Faculty receiving Workers' Compensation pay are not eligible for Parental Leave.

Paid Parental Leave only applies during periods when the employee is in paid status.

Employees on academic year or less than twelve (12) month appointments may not request or receive Parental Leave for periods when not in a paid status.

Part-time faculty shall be eligible for a pro-rated Parental Leave based on the length of service with Independence Community College.

Paid Parental Leave under this policy is not transferrable and cannot be donated through a shared leave program or in any other way. Any amount of paid Parental Leave not utilized by the eligible employee in the twelve (12) week period immediately following the qualifying event shall be forfeited.

This policy does not apply to employees represented by bargaining units until ratified by the bargaining unit.

8. Sick Leave Benefits

Each Faculty Member shall start each contract year with 15 full days of sick leave credit with full pay, and the days that are not used shall accumulate indefinitely to the credit of the Faculty Member up to a total of 90 days. In the event the absences due to sickness exceed the number of days as provided above, the Faculty Member may make written application to the Board of Trustees for additional sick leave, at which time the Board of Trustees, at its option, may approve or deny.

The above sick leave shall cover absences for the Faculty Member's own illness, or for the death or illness in the Faculty Member's immediate family, children, grandparent, and corresponding in-laws, or persons whose residence is in the home of the Faculty Member. Up to 2 full days may be utilized for emergency leave. In the event of death of a Faculty Member while under written contract, the Board will compensate the deceased Faculty Member's beneficiary or beneficiaries as designated for the Kansas Public Employees Retirement System for the unused days of sick leave.

At the beginning of each contract year, each Faculty Member entitled to sick leave shall receive a written statement which specifies the number of accumulated sick leave days credited to such Faculty Member.

9. Medical Donor (Blood, Organ, Tissue and Bone Marrow) Leave Benefit

The donor leave program provides approved recovery time away from work for Faculty who choose to donate organs, tissue, bone marrow, blood or blood products.

Eligible Faculty may receive paid leave in accordance with the criteria noted below:

- Up to thirty (30) working days of paid leave for recovery from an organ or tissue donation procedure
- Up to ten (10) working days of paid leave following the donation of bone marrow
- Up to ½ day of paid leave every four (4) months for the donation of blood (see reporting below)
- ½ day of paid leave every four (4) months for the donation of platelets or other approved blood products

Additional Information:

- Donor leave will be paid at the employee's regular rate of pay.
- Donor leave will only be paid for leave taken during regularly scheduled work hours. For faculty, this will be reported based on an 8a.m. to 5:00p.m., Monday through Friday work schedule.
- Individuals on sabbatical, summer leave without pay with benefits, leave without pay, or on suspension are not considered to be an "active" employee for the purpose of this policy.
- When Donor leave is approved, eligible faculty will continue to accrue leave for which they are otherwise eligible.
- Donor leave will not be counted against a faculty members' FMLA entitlement.
- Donor leave does not count as time worked for Fair Labor Standards Act (FLSA) purposes for non-exempt staff, except as noted below for blood donation.

Exclusions or Special Circumstances

A Faculty member does not have to exhaust any accrued leave before being eligible to receive donor leave.

Donor leave may not be used to care for family members who are donors.

10. Bereavement Leave Benefit

Faculty Members may take up to three (3) days of paid leave for the death of immediate family members. The days may be used consecutively or individually at the discretion of the Faculty Member.

11. Personal Leave or Professional Leave

Subject to advance notice a Faculty Member may take a total of 3 full days of personal leave during the contract year. This leave is not accumulative. Professional leave may be granted by the President or Chief Academic Officer for Faculty to attend professional conferences, meetings of educational significance, or matters pertaining to school business, including KACC and KNEA convention days.

Personal days will be used only in full day increments. Unused personal days not used prior to June 1st will be compensated at a rate of \$50.00 per day.

12. Other

Faculty Members may be absent for other personal reasons without reducing their sick leave subject to the following conditions:

- (1) Advance approval of the President of the College.
- (2) The Employee must pay for any substitute who is hired to fill the resulting vacancy.

All other absences not covered by the above will result in deductions from the Faculty Member's salary of one (1) contracted day's pay for each day absent.

**ARTICLE XV
FACULTY ASSOCIATION RIGHTS**

Faculty Members shall have the right to form, join or assist Faculty Members' organizations, to participate in professional negotiations with the Board of Trustees through representatives of their own choosing for the purpose of establishing, maintaining, protecting, or improving terms and conditions of professional service. Faculty Members shall also have the right to refrain from any or all of the foregoing activities. In professional negotiations, Faculty Members may be represented by an agent or committee designated by the Faculty Association. All rights which the Faculty Association had prior to the signing of this agreement are retained by it except those which have been specifically abridged or modified by the agreement; it being understood and agreed that nothing in this agreement shall restrict or modify the rights of the Faculty Association as provided by law.

**ARTICLE XV
NEGOTIATION TEAMS**

The names of the Negotiation Teams are to be made a matter of record.

**ARTICLE XVI
FACULTY VACANCIES**

Notice of Faculty Member vacancies shall be posted on the College's website. The administration shall consult with the Faculty Association and provide an informed status report within four weeks of when a vacancy develops.

**ARTICLE XVII
PAYROLL DEDUCTIONS**

Payroll deductions that are made for the Faculty Association to maintain membership in local, state and national educational organizations shall begin with the paycheck issued on September 24th and continue monthly until the deduction is made from the June 24th paycheck. If the date paychecks are issued is changed, a sixty (60) day notice must be published prior to the first date of change. The date paychecks are issued can be no later than the first day of the month. The procedures for such deduction shall be determined by the College.

**ARTICLE XVIII
PROFESSIONAL LOAD**

A. Normal Faculty Work Load.

1. Instructional workload: No Faculty Member shall be involuntarily assigned to duties for which he/she is not qualified.

Fifteen credit hours per semester, for a total of thirty credit hours per academic year, or its equivalent*, shall be considered a full instructional workload.

If a Faculty Member's load is less than 15 credit hours or its equivalent in a particular academic semester, the Faculty Member will first be notified of any classes, not currently assigned to a full-time faculty, for which the Faculty Member is presently qualified to teach with the right of first refusal within three days after notification. If the Faculty Member does not exercise this right or there no classes available, they may choose either (a) to be assigned an equivalent work assignment as defined by the Chief Academic Officer to bring them to a workload approximately equivalent to a 15 credit-hour instructional load, or (b) teaching the missing credit hours in the subsequent semester, mid-semester, or summer session as approved by the Chief Academic Officer.

A maximum of (6) credit hours of night classes (or two nights) may be assigned to a Faculty Member per academic year. Faculty Member may volunteer to teach classes anytime.

If assigned to a particular Faculty Member, the following duties will be considered equivalent to the specified number of regular academic-year credit hours of load:

- Theater Technician: 8 credit hours (9-month)
- Institutional Research: 15 credit hours (9-month)
- Instructional Technician: 10 credit hours (12-month)
- Curriculum Development Assistance: 1 to 2 credit hours

Such duties may also be mutually agreed to be part of a Faculty Member's overload in accord with the applicable provisions in this Agreement.

Load reductions, subject to the employee's consent, are permitted under the negotiated terms and conditions of individual supplemental contracts, as described in ARTICLE XX (SALARY SCHEDULE).

2. Office Hours: The current negotiated policies that govern office hours are the following:

- (1) Faculty will have eight (8) office hours per week.
- (2) Scheduled office hours will be in blocks of no less than 30 minutes in length.
- (3) At least two of the scheduled office hours will be between 1:00 p.m. and 6:00 p.m.
- (4) Office hours will be held on at least three separate days each week.
- (5) Online office hours are defined as published time periods in which an instructor is available in real-time to students, whether by e-mail or another online communication format, that are in addition to regular instruction. Faculty will schedule at least one hour of online office hours if that instructor is teaching online classes. Instructors using a mix of online and on ground courses will mix their office hours proportionately. If a Faculty Member does not teach any online courses, no more than one office hour may be online.
- (6) If an instructor is not available during a regularly scheduled office hours, the instructor is responsible for notifying students in a way that is effective and timely.
- (7) Office hours schedules will be provided to the Office of Academic Affairs at the beginning of each semester and posted on Outlook electronic calendar.

3. In-service activities, which may include Faculty workshops, webinars, advisor training, assessment training, or other professional development activities.

4. Assistance with enrollment and advisement. This will occur during academic advisement periods, or when reasonable requests for assistance are made by a student. Advisees will be assigned at the discretion of the Chief Academic Officer, with the exception of Faculty in their first year of employment who shall have no advising load in their first full-time semester of teaching.

5. Recruitment. Faculty are encouraged to attend and participate in recruitment-related College events and other recruitment related tasks.

6. Committee assignments. Faculty Member shall serve on at least one Standing Committee of their choice, if eligible. Additional committee, team or taskforce membership shall be on a voluntary basis. If the faculty member fails to choose a committee, the Chief Academic Officer may assign the faculty member to a committee.

7. Outcomes assessment duties. Faculty are responsible to provide outcome assessment data for the courses they instruct and within their discipline.

8. Maintenance of information on academic web pages. Faculty must provide up-to-date information for web content, including information on Faculty web pages, department pages, or other areas for which the Faculty's input is needed. Faculty are content providers only in this context – the decisions about what content exists on any given page is made by either the academic administration or by marketing division.

9. Submission of institutionally-identified instructional records, such as gradebooks, attendance, and legally mandatory reports.

10. Attendance at a monthly meeting as convened by the Chief Academic Officer as long as the meeting does not conflict with instructional duties.

C. Overload. Members exceeding 30 credit hours will be paid \$675 per each credit hour exceeding 30 credit hours. Faculty Members have the right to teach but are limited to a maximum of eighteen (18) credit hours of paid overload per academic year. Overload payment shall be made in one of two ways: 1) in November for fall overload and in April from spring overload, or 2) in equal payments in the months of October, November,

and December for fall overload, and in equal payments in the months March, April, and May for spring overload.

D. Limitations

1. Unless by prior arrangement, Faculty may not spend work time at the College engaged in any for-profit activities except those College duties assigned as workload in this agreement.
2. Faculty are bound by all provisions in the employee handbook, unless a provision in the handbook contradicts a provision in this negotiated agreement, in which case this negotiated agreement shall apply.

*Designation of, and load consideration for, stacked classes (those classes that are taught in a facilitated laboratory setting with more than one course facilitated at a time during a regular class period) will be agreed upon among the Faculty Member, the appropriate Division Chair, and the Chief Academic Officer.

ARTICLE XIX GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance:** A grievance is defined as a complaint or dispute regarding the meaning, interpretation, or application of any provision in this agreement or policy contained in the Board of Trustees Policy Manual. In such cases, the Faculty and/or the Association are required to follow the processes set forth in this article.
2. **Grievant:** An employee, employees, or Association covered by this Negotiated Agreement who files a grievance.
3. **Days:** Except when otherwise indicated, days shall mean College-scheduled working days for the party in interest. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
4. **Filing:** The act of submitting the formal, written complaint, using the form that appears at the end of this article. This will be done electronically, by in-person delivery, or by registered mail. A grievance shall be considered to have been filed and received at the time of delivery to the office of the appropriate administrator, or in the case of filing with the Board, delivery to the Clerk of the Board.

B. Purpose

The purpose of these procedures is to secure, at the lowest possible level, equitable solutions to the problems affecting employees which may arise from time to time.

C. Provisions Related to Grievances Alleging Contract Violations

If a grievance pertains to an alleged violation, misinterpretation or misapplication by the College of this Negotiated Agreement, the Faculty Association shall be a party in interest at all stages. The College shall promptly transmit copies of such written grievances, grievance responses, and supporting documents to the Association. The Association shall be notified of any meetings with grievant(s) or their representatives and shall have the right to be present and to state its views. For the purposes of these procedures, the President of the Faculty Association or his/her designee shall represent the Association.

D. Grievance Procedure

1. Prior to filing a formal grievance, the grievant is permitted to have an informal conversation with the party the faculty is in disagreement with for the purpose of resolution or fact-finding with no procedural obligations or implications for either party.
2. **Level One** The grievant begins the formal process by filing a written formal grievance with their Division Chair. If the grievance concerns the division chair Level One can be skipped and the grievance can be filed at Level Two.
 - a. The grievant shall state what act they find to be a violation of policy or the Negotiated Agreement and their reasoning.
 - b. Within 10 days Division Chair shall review the grievance and investigate the matter. Also, within ten days after receipt of the written grievance the Division Chair will have a meeting with the grievant at a mutually convenient time in an effort to resolve the grievance. The Division Chair may ask for additional clarifying information from the grievant. The Division Chair shall take all measures to safeguard the process and procedures including not discussing the grievance with the Board of Trustees [BOT] or any other employees not directly involved in the situation.
 - c. The Division Chair shall submit his/her decision in writing to all parties within ten days of the meeting.
3. **Level Two**
 - (a) If either the grievant or the College is not satisfied with the disposition of the grievance at Level One, he/she may file the grievance with the Director of Human Resources, within ten days of the Level One response. If the grievance is against the Director of Human Resources Level Two may be bypassed and the grievance filed directly at Level Three. If the formal grievance has not been filed at level two within ten days, the matter shall be considered resolved.
 - (b) Within 10 days the Director of Human Resources, shall review the grievance and investigate the matter. Also, within ten days after receipt of the written grievance, he/she will have a meeting with the grievant at a mutually convenient time in an effort to resolve it. The Director of Human Resources may ask for additional clarifying information from the grievant and/or the College. All measures to safeguard the process and procedures, including not discussing this with any other employees not directly involved in the situation or the Board of Trustees, shall be taken.
 - (c) Within ten days of the meeting, the Director of Human Resources shall submit his/her decision in writing to all parties.
4. **Level Three**
 - (a) If the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may file the grievance with the Board of Trustees within ten days of the Level Two response. If the grievance has not been filed with the BOT within ten days, the matter shall be considered resolved.
 - (b) Within 40 calendar days after receipt of the written grievance, the BOT shall hold a hearing with the grievant in an effort to resolve it. The grievant shall receive at least three days' notice of the hearing, excepting any waiver of this right by the grievant. The grievant shall be accorded all procedural safeguards related to such a hearing, including the right to present and cross-examine witnesses, and to be represented by legal counsel or Faculty Association representation. The Clerk of the BOT shall submit the Board's decision in writing to all parties within 5 days of the hearing.
 - (c) The Level Three decision of the Board of Trustees shall be considered the completion of the grievance process.

E. Miscellaneous

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. A grievant may be represented at all stages of the grievance procedure by himself/herself or by his/her designated representative or a representative designated by the Association.
3. If the Board of Trustees or any of its administrative staff do not present a written decision within the time allotted after a grievance meeting or hearing, grievant shall receive the remedy sought.
4. Only current employees may be a party to a grievance, and the Association may not file grievances on behalf of former employees.
5. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth reasons for the decisions and will be transmitted promptly to all parties in interest.
6. When it is necessary for the Faculty Association or its representatives to investigate a grievance or attend a grievance meeting or hearing during the school day they will, upon notice to the President or appropriate Vice-President, be released without loss of pay. Any employee whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right.
7. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
8. No reprisals of any kind will be taken by the Board of Trustees or by College employees against any participant in a grievance procedure by reason of such participation.
9. Multiple grievances filed by an employee may be consolidated into a single grievance and separate grievances filed by two or more employees or other members of the Independence Community College community regarding the same issue(s) may be consolidated into a single grievance in the discretion of the College.
10. The grievance must be filed within 90 calendar days of the date the grievant should have reasonably been aware of the issue being grieved, or the grievant shall forfeit the right to file the grievance.
11. Should the grievant fail to respond to requests for clarifying information from the Chief Academic Officer or President, as appropriate for the step, the grievance shall be decided based on the available information.
12. All parties must act in all ways to preserve the integrity of the process, respect that the Board of Trustees has no role or authority at the College other than its statutory collective role and authority, and respect the laws regarding due process and the Kansas Open Meetings Act. All parties are forbidden to discuss an unresolved grievance with the Board until a Level 3 hearing is commenced. The grievance will be considered withdrawn if the grievant communicates with the Board. The grievant will be deemed correct and receive their remedy if any member of administration discusses the grievance with the Board. Any Board member must report such communication to the Board Chair who will communicate the disposition to the Association.
13. If the grievant is the Association, then the filing at every level must include a statement by the Association detailing the date, time, place, text of motion, and outcome of a vote by the Association to proceed to the level at which the grievance is being filed.
14. Failure to follow correct procedures shall not bear on the outcome of the grievance unless specifically stated in this article.

Grievance Complaint

Form A

This grievance form has been created to assist all parties to comply with the requirements of the policy governing work related complaints. After the grievant has read the policy; "Grievance Procedure", which is published in the negotiated agreement, the form should be completed and submitted at the appropriate step with the appropriate administrator or Clerk of the Board.

(Additional sheets may be submitted and grievant may seek help in completing the form.)

Name of Grievant: _____

Title of Grievance: _____

Filed at Step (circle one): 1 2 3

Date Filed: _____

Alleged violation being grieved.

Synopsis of facts giving rise to the grievance (Include dates and times, etc.. Attach additional pages as needed):

Specific relief requested:

Signature of Grievant:

Date:

Signature of Appropriate Administrator or Clerk of the Board:

Date:

After completing this form the grievant shall make a copy for their records and submit the original to the appropriate office.

Step 1
I have discussed the grievance with: _____
My decision is (Attach additional pages as needed):
Date:
Signature: Vice president of Academic Affairs
<input type="checkbox"/> I accept the decision of the Vice President of Academic Affairs.
<input type="checkbox"/> I do not accept the decision and it is my intent to proceed to step 2.
Date:
Employee Signature

Step 2
I have discussed the grievance with: _____
My decision is (Attach additional pages as needed):
Date:
Signature: President
<input type="checkbox"/> I accept the decision of the President.
<input type="checkbox"/> I do not accept the decision and it is my intent to proceed to step 3.
Date:
Employee Signature

Step 3
The grievance has been reviewed by the Board of Trustees and their decision is as follows:
Date:
Signature: Chairperson, Board of Trustees

ARTICLE XX
SALARY SCHEDULE/ADVANCING ACROSS SALARY SCHEDULE

Salary Schedule:

The Board of Trustees reserves the right to determine the structure of the salary schedule through negotiations with the Faculty Association. The salary schedule might be used by an individual to determine his or her index, though it should not be interpreted as binding in future years.

The salary schedule is divided into ten classes (I, II, III, IV, V, VI, VII, VIII, IX and X). A Faculty Member will be placed in a class commensurate to the total number of graduate hours of credit completed in such Faculty Member's teaching field. The type of graduate degree received must be in the teaching field being taught for Class placement consideration. The designation of a terminal masters degree, consideration of a class IX placement, applies to faculty members who have earned the highest degree in their field with no reasonable availability for further advancement as determined in the discretion of the president. All courses that are required for the Masters in the field of instruction shall be accepted for placement on the salary schedule. Faculty who will have a change of classification must present evidence for the change prior to August 15 each year. All Faculty hired prior to the 2000-01 year contract are considered to have met the requirements of this Article.

Service steps represent the cumulative number of years of service in the profession, and may be earned up to the maximum number available in each class. When the maximum number is reached, the salary schedule as attached will be capped at the following points for Faculty Members hired after August 17, 2008:

- Class I – step 25
- Class II – step 25
- Class III – step 25
- Class IV-Step 25
- Class V-Step 35
- Class VI-Step 35
- Class VII-Step 35
- Class VIII-Step 35
- Class IX-Step 35
- Class X-Step 35

Faculty Members not subject to the cap (those hired by August 17, 2008) will receive a \$500 salary increase each year that a step increase is negotiated.

Initial placements shall be based on consideration of an individual's previous work experience. The following ratios of service steps to years of work experience will be used:

1.0:1 for post-secondary experience as a Faculty Member in the appropriate field.

0.8:1 for secondary experience as a Faculty Member in the appropriate field.

0.5:1 for graduate assistant-ship in the appropriate field.

0.5:1 for other employment deemed relevant to the current position. Determination of this credit shall be made only after consultation with the Faculty Association President or his/her designee.

The sum of all credits granted above will be rounded to the nearest whole number, with any figure ending in .5 being rounded up. Note of clarification: The schedule begins at step 1. Thus, zero years of experience corresponds with step 1, one year of experience credit corresponds with step 2, and so on.

If a Faculty Member wishes to contest his or her placement on the Salary Schedule, the matter shall be referred to a Placement Adjustment Panel.

The Panel will be composed of three members. One will be named by the Faculty Association, one will be named by the Chief Academic Officer; these two will select the third member.

The Panel will gather information on the matter, and submit a recommendation to the Chief Academic Officer, the Faculty Association, the President's Cabinet, and the Board of Trustees.

Any recommendation through this process will not apply retroactively to salary levels of past years.

The Board will either adopt the Panel's recommendation, or report its reasons for refusing the recommendation, in writing, to the Faculty Member, the Chief Academic Officer, and to the Faculty Association.

Method of Advancing Across the Salary Schedule:

The procedure for advancing across the salary schedule is as follows:

1. Degree in field
2. Additional courses in field
3. Approved courses or professional activities

The Faculty Member shall provide a written request for credit to the Chief Academic Officer no later than two weeks before the course/professional activity begins.

The Chief Academic Officer shall be responsible for responding to this request in writing within a week by either granting or denying credit. A denial must explain in specific detail the reason the request for credit has been denied.

Regular Part-time Faculty Member Contracts:

The salary for regular part-time Faculty Member shall be determined by the Salary Schedule, but shall be prorated in direct proportion to the employee's normal work load.

The College, in consultation with the Association, shall endeavor to reduce its dependence on part-time faculty and adjunct instruction. The Chief Academic Officer and the President will meet with appropriate departments to address the excessive reliance upon part-time and adjunct instruction and to design a plan to rectify this excessive reliance.

Extended Contracts:

The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this agreement. Positions which are for longer calendar periods of service shall be limited to those noted in this agreement, and the salary amount shall be the following fraction of the corresponding salary schedule amount:

Cosmetology Instructor:	11.5/9
Librarian:	10.5/9

Salary Schedule Base:

The Salary Schedule Base for payment installments from August 2023 through July 2024 shall be \$45,800 with appropriate step and column advancement. The Salary Schedule Base for payment installments from August 2024 – July 2025 shall be \$46,800 with appropriate step and column advancement. The Salary Schedule Base for payment installments from August 2025 – July 2026 shall be \$47,800 with appropriate step and column advancement. This agreement shall remain in full force and effect to and including June 30, 2026.

Contract Forms:

This agreement shall be incorporated by reference into each Faculty Member’s individual contract with the same force and effect as though fully set forth therein.

The individual contract for Faculty Members (Exhibit A & B) shall contain a general designation of the position. For Instructors, this designation shall relate to the field(s) of instruction, but does not reflect any continuing right to specific course instruction duties.

Supplemental Contracts:

Supplemental contracts shall be on a separate form (Exhibit C), and shall not affect the continuation of a position or the termination or non-renewal of a Faculty Member’s principal contract. Such supplemental agreements shall be voluntary and neither the Board nor any Faculty Member shall be required to enter into or renew any such agreement.

Supplemental contracts shall be negotiated with the Association and shall be awarded in accordance with the following principles:

- (1) Supplemental duties must not interfere with regular contract duties.
- (2) Regular contract duties may be reduced in lieu of additional monetary compensation, provided that such a load reduction is articulated in the supplemental contract. Load reductions will normally relate to a reduction in instructional load and a proportionate reduction of all regular duties.
- (3) The job description, qualifications, terms and conditions of employment, and compensation for each supplemental contract will be specified prior to the hiring process. Individual negotiation is prohibited. If the need for negotiation arises, the Faculty Association is recognized as the exclusive contract representative.
- (4) Supplemental position openings will be posted campus-wide and all Faculty Members of the College will be eligible. Information on hiring processes will be made freely and openly available campus-wide.

The following supplemental contracts have been negotiated:

Division Chairs

1. Reports to: Chief Academic Officer
2. Contract length: number of working days contained in Negotiated Agreement. Plus up to 5 days within the supplemental contract period of August 1 – May 30 as assigned by the CAO.
3. Eligibility: (a) Full-time faculty member (b) may not be probationary faculty, (c) nominated by a member of the division. (d) may not be the division chair of multiple divisions simultaneously.
4. Selection process: The Faculty Senate will prepare and distribute a nomination list for each division no later than April 1 each year. Each member of the division will be allowed to nominate one faculty member to serve as their division chair. The Senate will ask the nominees if they wish to serve as a division chair. A ballot will be prepared for a division listing those who accepted their nomination.

Elections will be held in each division by April 15th each year with results being provided immediately. In case of a tie vote the candidate with the lowest number of votes shall be removed from the ballot and a new vote of the remaining candidates will take place. If there is a tie vote and there are no candidate with the lowest number of votes, all the tied candidates will participate in a coin toss with the winner becoming the division chair.

5. Contract termination: Either by annual expiration of August 1 to May 30th contract or termination for non-performance. Termination for non- performance is at the discretion of the CAO and/or majority vote of the division. This position has no formal process for evaluation or termination.

6. Compensation: (a) \$4,000 per year, plus (b) 3 credit hours of release time per semester for fall and spring semesters.

Responsibilities:

- a) Serve as a communication liaison between the faculty and administration working as an advocate for the division.
- b) Chair all searches for faculty within the division
- c) Review master syllabi for required content
- d) Adjudicate level one grievances filed by division members.
- e) Provide divisional update to the President once each Fall and Spring semester
- f) Be a resource for the development and submission of program recommendations to Academic Council
- g) Assist in the program review process
- h) Assist the Chief Academic Officer in implementing a mentoring and orientation plan for new faculty
- i) As assigned by the CAO, observe and evaluate full-time faculty per the schedule of evaluation that occurs in the Negotiated Agreement. Division Chairs will be assigned faculty for evaluation so that the number of faculty evaluated is approximately equal for all Division Chairs.
- j) A Division Chair may make a recommendation as part of the process for probationary faculty contract renewal. This shall apply only to those faculty who work in the division that elected the person as their Chair.
- k) Attend adjunct in-service
- l) Work with the CAO on tentative 2-year schedule of course offerings.
- m) Meet monthly with CAO and report back to the members of the division the details of the meeting.

The duties and relationships described in this section supersede/replace all language referring to Division Chairs which appears anywhere in the Negotiated Agreement.

Allied Health Program Director

1. Contract length: The number of working days contained in the Negotiated Agreement plus 3 more to be used at the discretion/planning with the CAO.
2. Contract termination: Either by expiration or termination for non-performance. Termination for non-performance is at the discretion of the CAO. This position has no formal process for evaluation or termination.
3. Compensation or Release Time: \$675 or 1 Credit hour per fall and spring semester
4. Responsibilities:
 - a) Serve on all searches for adjuncts within the program
 - b) Update Marketing with any changes needed to website for program.
 - c) Provide program update to the Division Chair a minimum of once each year.

- d) Facilitate the development and submission of program recommendations to Academic Council
- e) Attend 1 recruiting event each semester in coordination with the Admissions/Recruiting office

Cosmetology Program Director

1. Contract length: The number of working days contained in the Negotiated Agreement plus 5 more to be used at the discretion/planning with the CAO.
2. Contract termination: Either by expiration or termination for non-performance. Termination for non-performance is at the discretion of the CAO. This position has no formal process for evaluation or termination.
3. Compensation or release time: \$2025 or 3 credit hours release time per fall and spring semester
4. Responsibilities:
 - a) Conduct regular monthly meetings of program personnel.
 - b) Serve on all searches for faculty of the program.
 - c) Serve on all searches and evaluate all adjuncts within the program.
 - d) Update Marketing with any changes needed to website for program.
 - e) Facilitate the development and submission of program recommendations to Academic Council.
 - f) Observe full-time faculty in program throughout the semester.
 - g) Program Director will make a recommendation as part of the process for probationary faculty contract renewal. This shall apply only to those faculty who work in the same program as the Director.
 - h) Attend 1 recruiting events per semester in coordination with the Admissions/Recruiting office.
 - i) Ensure program meets accreditation or licensure standards.
 - j) Organize the program Advisory Board for the Perkins program and meet at least twice a year.

Culinary and Hospitality Program Director

1. Contract length: The number of working days contained in the Negotiated Agreement plus 5 more to be used at the discretion/planning with the CAO.
2. Contract termination: Either by expiration or termination for non-performance. Termination for non-performance is at the discretion of the CAO. This position has no formal process for evaluation or termination.
3. Compensation or release time: \$1,350 or 2 credit hours per fall and spring semester
4. Responsibilities:
 - a) Conduct regular monthly meetings of program personnel.
 - b) Serve on all searches for faculty of the program.
 - c) Serve on all searches and evaluate all adjuncts within the program.
 - d) Update Marketing with any changes needed to website for program.
 - e) Facilitate the development and submission of program recommendations to Academic Council.
 - f) Observe full-time faculty in program throughout the semester.
 - g) Program Director will make a recommendation as part of the process for probationary faculty contract renewal. This shall apply only to those faculty who work in the same program as the Director.
 - h) Attend 1 recruiting events per semester in coordination with the Admissions/Recruiting office.
 - i) Ensure program area meets all health and safety standards.
 - j) Organize the program Advisory Board for the Perkins program and meet at least twice a year.

EMS Education Program Director

1. Contract length: The number of working days contained in the Negotiated Agreement plus 3 more to be used at the discretion/planning with the CAO.

2. Contract termination: Either by expiration or termination for non-performance. Termination for non-performance is at the discretion of the CAO. This position has no formal process for evaluation or termination.

3. Compensation or Release Time: \$675 or 1 Credit hour per fall and spring semester

4. Responsibilities:

- a) Serve on all searches for adjuncts within the program
- b) Update Marketing with any changes needed to website for program.
- c) Provide program update to the Division Chair a minimum of once each year.
- d) Facilitate the development and submission of program recommendations to Academic Council
- e) Attend 1 recruiting event each semester in coordination with the Admissions/Recruiting office
- f) Ensure that all full-time instructors and adjuncts submit state paperwork on time.

Veterinary Nursing Program Director

1. Contract length: The number of working days contained in the Negotiated Agreement plus 5 more to be used at the discretion/planning with the CAO.
2. Contract termination: Either by expiration or termination for non-performance. Termination for non-performance is at the discretion of the CAO. This position has no formal process for evaluation or termination.
3. Compensation or release time: \$3375 or 5 credit hours per fall and spring semester.
4. Responsibilities:
 - a) Conduct regular monthly meetings of program personnel.
 - b) Serve on all searches for faculty of the program.
 - c) Serve on all searches and evaluate all adjuncts within the program.
 - d) Update Marketing with any changes needed to website for program.
 - e) Facilitate the development and submission of program recommendations to Academic Council.
 - f) Observe full-time faculty in program throughout the semester.
 - g) Program Director will make a recommendation as part of the process for probationary faculty contract renewal. This shall apply only to those faculty who work in the same program as the Director.
 - h) Attend 1 recruiting events per semester in coordination with the Admissions/Recruiting office.
 - i) Ensure program meets accreditation or licensure standards.
 - j) Organize the program Advisory Board for the Perkins program and meet at least twice a year.
 - k) Organize and oversee the Institutional Animal Care and Use Committee (IACUC). Establish all animal protocols, review protocols, and lay out medical, surgical, and procedure requirements for the animals used.
 - l) Fulfill the USDA requirements and standards for Animal use and Welfare.
 - m) Be the lead for site inspections by external agencies.
5. Special Responsibilities:
 - a. Author the program accreditation self-study and manage all aspects of the site visit every 5 years. Compensation for this additional duty every five years will be: \$3375 or 5 credit hours for the academic year.

Veterinary Nursing Equipment Manager

1. Reports to: Veterinary Technology Director
2. Contract length: number of working days contained in Negotiated Agreement. The equipment manager will also come in an additional 5 working days during the school year.

3. Contract termination: Either by expiration or termination for non-performance. Termination for non-performance is at the discretion of the CAO. This position has no formal process for evaluation or termination.
4. Compensation or release time: \$1350 or 2 credit hours release time per fall and spring semester
5. Responsibilities:
 - a) Perform required equipment inspections, cleanings, and quality control routines
 - b) Conduct software and hardware updates as necessary
 - c) Order replacement parts and install as necessary
 - d) Trouble-shoot equipment malfunctions and do repairs as possible
 - e) Install and set up new equipment as needed
 - f) Creates reports necessary for accreditation to ensure equipment is in proper working order

Veterinarian of Record

1. Reports to: Veterinary Technology Director
2. Contract length: number of working days contained in Negotiated Agreement. The Vet of Record will also come in an additional ? working days during the school year.
3. Contract termination: Either by expiration or termination for non-performance. Termination for non-performance is at the discretion of the CAO. This position has no formal process for evaluation or termination.
4. Compensation or release time: \$2,500. or ? credit hours release time per fall and spring semester
5. Responsibilities: Use personal license to order & maintain controlled substances for program

Director of Theatre Performance

1. Contract length: The number of working days contained in the Negotiated Agreement plus 5 more to be used at the discretion/planning with the CAO.
2. Contract termination: Either by expiration or termination for non-performance. Termination for non-performance is at the discretion of the CAO. This position has no formal process for evaluation or termination.
3. Compensation: \$3,500.
4. Responsibilities:
 - a. 3 – 4 productions per academic year.
 - b. Attend a recruiting event per semester in coordination with the Recruiting Office
 - c. Update Marketing with any changes needed to website for program

Director of Instrumental Music

1. Contract length: The number of working days contained in the Negotiated Agreement plus 5 more to be used at the discretion/planning with the CAO.
2. Contract termination: Either by expiration or termination for non-performance. Termination for non-performance is at the discretion of the CAO. This position has no formal process for evaluation or termination.
3. Compensation: \$3,500.
4. Responsibilities:
 - a. 7 – 11 performances per year
 - b. conduct concert bands, athletic band, jazz band, orchestra, coordinating Chamber Ensembles, Honors Days/Instrumental scholarship
 - c. Attend a recruiting event per semester in coordination with the Recruiting Office
 - d. Update Marketing with any changes needed to website for program

Director of Vocal Music

1. Contract length: The number of working days contained in the Negotiated Agreement plus 5 more to be used at the discretion/planning with the CAO.
2. Contract termination: Either by expiration or termination for non-performance. Termination for non-performance is at the discretion of the CAO. This position has no formal process for evaluation or termination.
3. Compensation: \$3,500.
4. Responsibilities:
 - a. 7 – 11 performances per year
 - b. Conducting community chorale, Tenor and Bass chorus, treble chorus, Chamber Singers, coordinating Chamber Ensembles, Honors Days/Vocal scholarship
 - c. Attend a recruiting event per semester in coordination with the Recruiting Office
 - d. Update Marketing with any changes needed to website for program

Director of Visual Arts

1. Contract length: The number of working days contained in the Negotiated Agreement plus 5 more to be used at the discretion/planning with the CAO.
2. Contract termination: Either by expiration or termination for non-performance. Termination for non-performance is at the discretion of the CAO. This position has no formal process for evaluation or termination.
3. Compensation: \$1,500.
4. Responsibilities:
 - a. 2 student gallery shows per year
 - b. Attend a recruiting event per semester in coordination with the Recruiting Office
 - c. Update Marketing with any changes needed to website for program

Lit. Guild Director

1. Contract length: The number of working days contained in the Negotiated Agreement plus 5 more to be used at the discretion/planning with the CAO.
2. Contract termination: Either by expiration or termination for non-performance. Termination for non-performance is at the discretion of the CAO. This position has no formal process for evaluation or termination.
3. Compensation: \$500.
4. Responsibilities:
 - a. Argo Navis Maintenance
 - b. Attend a recruiting event per semester in coordination with the Recruiting Office
 - c. Update Marketing with any changes needed to website for program

ARTICLE XXI SCHOOL CALENDAR

The academic calendar, consisting of sufficient days to meet KBOR requirements for class meetings and the additional days outlined in this Article, shall be developed cooperatively by the administration and the Faculty Association for presentation to the Board for final approval. If an agreement cannot be reached, the Board will make the final decision in regards to the academic calendar.

The academic calendar shall include one day for commencement, one day at the end of each semester reserved solely for submission of grades and assessment data, four (4) days of professional development and in-service activities, and up to three additional days for purposes to be determined at the time the academic calendar is created. The academic calendar will be a maximum of 170 days.

The professional development and in-service activities and any additional days added shall be scheduled immediately prior to beginning of classes in either semester. These days can be scheduled in a combination (i.e. four in the fall and zero in the spring, two in both fall and spring, etc).

The academic calendar will appear in its final form in this agreement as Addendum V at the time of the agreement's adoption by the Board. Changes in an approved academic calendar shall be made only after agreement between the Faculty Association and the Board of Trustees.

When the contract is longer than one year, the calendar for the contract's first year will be included as Addendum V and remaining years will be distributed as they are approved.

**ARTICLE XXII
FACULTY DEVELOPMENT**

The Board of Trustees designates \$10,000 each year to be administered at the direction of the Chief Academic Officer and such Officer's designees, for the purpose of providing faculty development opportunities for the Faculty Members of the College. The Board of Trustees designates an additional \$15,000 to be administered by the Faculty Development Committee for similar purposes. The faculty development program will not be associated with evaluation, except in those instances when it is used to assist Faculty Members in addressing deficiencies identified through the student, administrative, self, or performance evaluation processes. The Chief Academic Officer and the Faculty Development Committee, using funds herein provided and to the extent that budget monies are available, shall provide development opportunities to any Faculty Member whose performance is appraised as less than satisfactory.

In addition to approving expenditures for individual faculty development activities, the Faculty Development Committee shall work with the administration and/or any existing professional development committees or task forces in planning group in-service/development group activities for the College.

**ARTICLE XXIII
SUMMER SCHOOL CLASSES**

Full-time Faculty shall have first option to teach summer school classes with compensation of \$675 per credit hour, if academic year load requirements are met. A Faculty Member may elect to teach summer classes, without pay, to fulfill load requirements. Faculty Members shall be under no obligation to teach during the summer sessions.

**ARTICLE XXIV
REDUCTION IN FORCE**

A. Reduction in Personnel

1. Faculty Members shall be discharged pursuant to a necessary reduction in personnel only for a severe financial situation in a division or department.

B. Recall

1. Faculty Members who are discharged as a result of reduction in force shall be offered recall in reverse order of discharge to positions which they are qualified to fill.

2. The Association shall have the right to file a grievance for a Faculty Member who is not currently employed by the College if the recall rights as stated in this section have been violated.

A. Reduction in Personnel Procedures

1. Prior to any reduction in personnel the Board shall attempt to place Faculty in other teaching positions for which they are qualified.
2. Faculty who are qualified to teach course-hours offered through adjunct instructors will be offered those course-hours to fill their load.
3. In the event that a reduction in personnel becomes necessary, the Board shall accomplish same through normal attrition.
4. Should further reduction be necessary the Board shall, at the earliest date possible, notify in writing all Faculty of the reason for the reduction and the process to be followed.
5. The Board shall first retain those Faculty who are qualified to teach in the areas or disciplines to be preserved, and who have the longest periods of service with the College.

B. Recall Procedures

1. Recall will be initiated immediately upon the existence of an instructional vacancy, or availability of course-hours offered at the College. The Faculty Member will be notified of recall by certified mail at the Faculty's permanent address on file with the College. The Faculty Member must report as directed within fourteen days after receipt of the recall notice.
2. New substitute appointments shall not be made by the Board while there are discharged Faculty Members available who are qualified to fill vacancies.
3. Faculty will retain their recall rights even if they secure other employment during the discharge.
4. Recalled Faculty will not lose any experience steps on the salary schedule because of their discharge; neither will they receive experience steps for the period of time of their discharge.
5. Any Faculty discharged shall be accorded recall rights for a period of thirty months unless specifically waived in writing. The Board shall annually provide the Association a current list of those who have retained these rights.
6. The Association shall have the right to file a grievance for a Faculty who is not currently employed by the College if it appears that the recall rights as stated in this section have been violated.

**ARTICLE XXV
INTELLECTUAL PROPERTY**

Faculty maintain all intellectual property rights to materials created as part of their regular compensation.

**ARTICLE XXVI
RETAINED RIGHTS**

The Board of Trustees shall operate and manage the College. It is understood that the rights of Faculty Members are set forth throughout the balance of the Agreement. Such rights shall not be abridged by this Retained Rights clause. However, subject only to the express limitations set forth elsewhere in this Agreement, the Board of Trustees shall have the right to:

1. hire and reassign Faculty Members; discipline, reprimand, suspend, or discharge employees; lay-off and recall Faculty;
2. determine the work load, work week, office hours, duties, qualifications of Faculty Members, assignment of work and select Faculty Members, in a manner which shall not set aside other terms of the Agreement;
3. make appropriate administrative evaluation of Faculty Members, as provided by Kansas statute;
4. extend contracts;

5. determine the number of Faculty Members to be used in any classification or activity;
6. prepare, enter into and execute individual principal or primary employment contracts between any Faculty Members and the Board of Trustees which shall include by reference this Agreement;
7. prepare, enter into and execute separate supplemental and summer school contracts, which shall include by reference this Agreement;
8. determine the period and course offerings of any College activity while preserving academic freedom for Faculty Members;
9. establish or change rules, regulations and practices, but which shall not set aside other terms of this Agreement;
10. close down or move the College or any part thereof or curtail operations;
11. establish new departments or operations and discontinue existing departments or operations, in whole or in part;
12. purchase or acquire and sell or dispose of any assets;
13. control, maintain and regulate the use of buildings, equipment and other property of the College; and
14. determine the number and location of operations, services and courses.

The above rights are not all inclusive but enumerate by way of illustration the type of rights which belong to the Board of Trustees. Furthermore, inclusion in this article does not in and of itself rule out an item for future negotiation. All other rights, powers or authority which the Board of Trustees had prior to the signing of the Agreement are retained by it, except those which have been specifically abridged, delegated or modified by this agreement; it being understood and agreed that nothing in this agreement shall restrict or modify the rights and duties of the Board of Trustees as provided by law.

ARTICLE XXVII PAYMENT FOR UNUSED SICK LEAVE

Non-probationary Faculty Members who retire shall receive compensation for unused sick leave at the rate of \$20.00 per day to a maximum of \$1,800.00. Faculty shall not receive payment for unused sick leave in the event of termination, resignation, or any other circumstance except retirement, as noted above.

ARTICLE XXVIII SICK LEAVE POOL

To assist Faculty Members who suffer prolonged illness or inability to work, a sick leave pool shall be established. The sick leave pool may not be used to cover participants who are receiving pay or are eligible to receive pay from worker's compensation or KPERS disability. This policy may be reviewed by the Board of Trustees and the Faculty Association as they deem necessary.

Sick Leave Pool Procedures and Terms

1. Each Faculty Member who wishes to participate in the Sick Leave Pool will contribute one day to the Sick Leave Pool during any one contract year. In any contract year that the Sick Leave Pool has fewer than 50 days, members may contribute one additional day to the pool for a maximum of two days per member. Days contributed by a member become a permanent part of the pool and will not be refunded to that employee.
2. Each person who wishes to contribute to the pool will complete a form for that purpose. (Form A) Any change in sick leave pool status will require completing the form by September 1 of the contract year. Faculty members must have accumulated at least 20 days of sick leave before they are eligible to join the sick leave pool.
3. Only those individuals participating in the pool will be eligible to apply for days from the pool.

4. Any eligible person who wishes to use the sick leave pool must be under a doctor's care and present a written formal application to the sick leave screening Board. The application (Form B) must include a written statement from a doctor concerning the inability to work. Additional information and/or a second opinion may be required.
5. The sick leave screening Board shall consist of five (5) members. Three (3) members shall be participating Faculty selected by the Faculty Association. One (1) member shall be the Division Chair of the applicant's division and one (1) member shall be an administrator selected by the president.
6. Written notification of approval or other disposition of the application will be made by the screening Board to the applicant.
7. Each person, before using the sick leave pool, shall deplete his or her accumulated sick leave.

This section is left intentionally blank.

SICK LEAVE POOL

I am aware of the provisions of the Independence Community College Sick Leave Pool as part of the current negotiated agreement and of the guidelines developed for the implementation of the Pool.

I hereby offer to contribute one of my sick leave days to the Pool starting this current contract year and for each continuous contract year of my employment, or until I give written notice.

Signature of Faculty Member

Date

I do not wish to contribute to the Pool.

Signature of Faculty Member

Date

**APPLICATION FOR SICK LEAVE DAYS
FROM THE
INDEPENDENCE COMMUNITY COLLEGE SICK LEAVE POOL**

Date of Application

Employee's Name: LAST FIRST MIDDLE

Division

Last date for which sick leave accumulation applies

Number of days sick leave applied for

Signature of Faculty Member

Date

STATEMENT:

A. "This employee is unable to return to work for _____ days."

Signature of Doctor

TO BE COMPLETED BY SCREENING BOARD:

Date application received

APPROVED

DISAPPROVED

Approved Days

**ARTICLE XXIX
INSTRUCTOR EVALUATION PROCEDURES**

A. Preamble

The Association and the Board agree to cooperate in generating evaluation criteria while urging all professional staff to provide input. Changes in evaluation criteria shall be approved by the Board prior to commencement of negotiations with the Association. Evaluation procedures, instruments and implementation shall be negotiated after the adoption of criteria by the Board.

B. Philosophy and Purposes

To accomplish the Board of Trustees' stated intentions for instructor evaluation, it is recognized that two distinct evaluation processes should be utilized -- *formative* and *summative*. A formative evaluation process is one which focuses on providing instructors with appropriate feedback to be utilized in the continual development of instruction. A summative evaluation process is one which focuses on providing college leaders with objective information on which to base decisions regarding the continuing employment of individual instructors. At the same time, a summative evaluation process must inform the instructor of current success or failure in meeting the Board's adopted criteria for evaluation, and provide all feasible support and assistance in meeting these criteria.

C. Faculty Evaluation Requirements

In order to comply with K.S.A. 72-2408 et seq., a time frame of milestones for the completion of Professional Employee evaluation has been established. The time frame will be followed unless inappropriate behavior, student complaints, or lack of compliance with Board adopted criteria warrants immediate activities and immediate summative evaluation. The timeframe is as follows:

1. Instructional faculty during the first two years of employment: one time per semester, not later than the sixtieth day.
2. Instructional faculty during their third and fourth years of employment: one time per year not later than February 15.
3. Instructional faculty employed in their fifth and following years: one time every three years.

In compliance with the above required conditions of the Kansas statutes, the evaluation process form which follows the criteria prescribed by the Board of Trustees (see Addendums I-IV) shall function as the instrument of instructor evaluation at ICC. These evaluations shall be kept on file in compliance with KS statute 72-2409. An evaluation of at least seven out of thirteen "no" responses on the form, with explanations in the space provided, will initiate the summative procedure, described in Article XXIX B. If such conditions arise, the instructor will be immediately notified of this administrative decision.

Instruction Evaluation Procedures and Terms

A. Formative Evaluation Procedure

Formative evaluation, together with all other instructional development processes, is viewed as a continuing and cooperative process to access and improve learning and instruction. Toward this end, instructional faculty, students and administrators work together by reviewing general and specific instructional responsibilities, examining instructional conditions, determining whether instructional faculty meet the individual responsibilities satisfactorily, and by deciding on changes in these areas.

All formative evaluation processes are outside of, and distinctly separate from, the summative evaluation process. As such, those implementing formative processes are encouraged to

experiment and creatively seek new and varied means by which instruction may be improved. The use of all tools and methods under formative evaluation are voluntary, and the procedures may be regarded as suggestions for implementing the tools and methods.

In order to implement, guide, review, and continually improve the formative evaluation process, an *Instructional Development Committee* will be formed. This committee, which will consist of two-thirds Faculty Association majority, will function as an institutional standing committee, and will be responsible for:

- a) providing instructor access to the College's formative evaluation process.
- b) encouraging instructor participation in the formative evaluation process in the form of peer assistance or mentoring.
- c) suggesting tools, instruments, methods, modes, procedures and timeframes for formative process.
- d) fostering formative cooperation between instructors, students, and administrators.
- e) reviewing and assessing the effectiveness of formative process, and seeking means of continual improvement in these processes.

To accomplish the objectives of formative evaluation, the use of at least four distinct components will be developed and encouraged by the committee. These components are self-examination, student feedback, administrative feedback, and peer assistance.

Forms, instruments and additional procedural details for use in the formative process will be suggested by the Instructional Development Committee with input from faculty and administration.

B. Summative Evaluation Procedure

Summative evaluation, as stated previously, focuses on providing College leaders with objective information on which to base decisions regarding the continuing employment and/or remediation plan of individual instructors. Any instructor exhibiting behavior believed to be below College standards relative to the adopted criteria of the Board of Trustees may become subject to these procedures. The Chief Academic Officer shall assume responsibility for the administration of the summative evaluation procedures listed below:

- 1) A conference shall be held between the *administrative evaluator* and the *instructor* within ten (10) days of any observation but not less than forty-eight (48) hours before any evaluation observation. The purpose of this conference shall be to identify the objectives of the evaluation, data sources to be used for the evaluation (e.g. Instructor Portfolio), and any specific areas the evaluator wishes to observe. The administrative evaluator shall identify three (3) possible dates for the evaluation observation from which the instructor chooses the one that best fits the evaluation objectives. In addition, the instructor shall outline the lessons to be observed and share the expected objectives of each lesson. Any administrative evaluator data source other than observation shall be clearly identified and communicated to the instructor.
- 2) Each observation shall be for at least one class period. At least three (3) observations shall be conducted during the evaluation year, prior to February 15.
- 3) Within two (2) days of the observation, the instructor and the administrative evaluator shall meet to review the written results of the evaluator's observation. A copy of the completed document shall be given to the instructor at least one (1) day prior to the post-evaluation conference. The instructor shall be given a copy of any revised version of the evaluation

- document. If the document is prepared by electronic means, a copy of the file used to prepare the document will be provided at the instructor's request.
- 4) Should the evaluation reveal any performance deficiency relative to the Board's adopted criteria, the administrative evaluator shall identify and cite specifics of the deficiency and provide a specific prescription for correcting this deficiency. At this point, a remediation plan agreed upon by the administrative evaluator and instructor shall be developed to aid the instructor in professional growth and improvement at ICC and shall include the following components:
 - a. specific, measurable assistance to be provided by the administrative evaluator, including, but not limited to: demonstration lessons, modeling behavior, release time for consultation and/or other mutually agreed resources;
 - b. specific action to be taken by the instructor, including, but not limited to: pre-approved lesson plans, consultation with peers for coaching, paid release time to observe other instructors, College-paid course work and/or other approved activities;
 - c. a timetable for assessing the progress of remediation shall be mutually agreed between the administrative evaluator and evaluatee.
 - 5) The administrative evaluator and the instructor shall agree on a specific deadline for the remediation plan which shall not be more than one (1) year nor less than thirty (30) days between observations.
 - 6) If, during the course of the remediation procedures, the instructor satisfactorily meets the requirements of the Board's criteria, the remediation process shall end. Upon termination of the remediation process, a final conference shall be held between the administrative evaluator and the instructor and final written documentation shall indicate the instructor has successfully met the criteria.
 - 7) At the agreed remediation period deadline, the evaluator will notify the instructor, in writing, within forty-eight (48) hours of the summative evaluation on identified deficiencies. This final administrative action shall contain either the basis for recommending administrative action (non-renewal; termination; probation; other), or a successful removal from summative evaluation procedures.

C. Supplemental Conditions

- 1) All evaluation forms, instruments and documents shall be attached to this agreement as Addendums I-IV
- 2) Formative evaluation components such as peer assistance and student surveys shall remain confidential with the instructor and any assistance provider.
- 3) All observations for evaluation purposes shall be done openly and with the full knowledge of the instructor.
- 4) All evaluation statements shall be based on evidence directly observed by the administrative evaluator. This excludes any and all anonymous data related to the evaluatee's performance, character or behavior.
- 5) Audio and video recording shall not be conducted without the instructor's prior written permission.
- 6) Any evaluation data generated to address K.S.A. 72-2410 (a) "...including improvement in the academic performance of pupils or students insofar as the evaluated employee has authority to cause such academic improvement..." must have validity, reliability, accuracy and applicability established by the Board of Trustees and approved by the Faculty Association prior to its use.

7) No written documentation on formative assistance shall be a part of an Instructor's personnel file. All summative evaluation data shall be part of an Instructor's file for not more than three (3) years.

8) When a complaint from a non-evaluator (patron, student, colleague, etc.) is registered against a Faculty, such a complaint will be handled outside of the evaluation process.

ARTICLE XXX FACULTY FILES

1. Faculty personnel files are open for inspection during normal business hours of the College office. With prior written permission of the Faculty, other individuals shall have the right to inspect the Faculty's personnel file.
2. Faculty shall be notified whenever new disciplinary material is placed in their personnel file, and shall receive a copy of the new material within three days following the placement of the material in the file.
3. Faculty may respond to any document retained in their personnel file and such response shall be retained in the personnel file.
4. The employee and/or his/her representative shall have the right to reproduce any of the contents of his/her personnel file.

ARTICLE XXXI NON-EVALUATOR COMPLAINTS

1. When a complaint from a non-evaluator (patron, student, colleague, etc.) is registered against a Faculty, the College must notify the Faculty within twenty-four hours, except as required by law.
2. A complaint shall be in writing, stating the nature of the allegation, with specific facts related to the charge, including the name of the individual(s) making the criticism. The Board shall provide forms for this purpose.
3. The Faculty shall have the right to respond to the complaint in writing and/or meet with the complainant within fourteen days or the complaint shall be disregarded.
4. All responses shall be attached to the complaint and both the complaint and response shall be kept separate from the Faculty's personnel file.
5. All complaints shall be subject to review and adjustment through the grievance procedure.
6. Verbal or anonymous complaints shall be considered only as a basis for further investigation.

ARTICLE XXXII NEW EMPLOYEE ORIENTATION

New faculty members may be required to attend a new faculty orientation. The orientation will be scheduled at the discretion of the Vice President of Academics on an annual basis. The orientation period will be up to five (5) working days prior to the first day returning faculty report for start of the academic year; these are days in addition to those stated in the school calendar (Article XXI). The VPAA must notify new faculty by August 1, or the date a candidate accepts a job, whichever is later, what day they need to report. The purpose of the orientation period is to get new faculty on campus to demonstrate ICC policies, procedures, and software use (this is a demonstrative list, not an inclusive list of what these days can be used for). Each day can be no more than 8 working hours scheduled between 8am – 6pm. Faculty members will receive a per diem of \$150.00 per day required to report.

For the purpose of the provision, new faculty are defined as full-time faculty who have less than one year of service as a faculty member with the College.

Salary Schedule 2023-2024

	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII	Class VIII	Class IX	Class X
Step	Tested Experience / Technical Certificate	Associate's Degree	Bachelor's Degree	Provisional Consistent with Board policy	Masters in Assigned Instruction Field	Masters plus 15 approved hours	Masters plus 30 approved hours	Masters plus 45 approved hours	Terminal professional masters degree	Earned Doctorate in approved field
1	41400	42600	43800	44600	45800	47000	48200	49400	50600	51800
2	42400	43600	44800	45600	46800	48000	49200	50400	51600	52800
3	43400	44600	45800	46600	47800	49000	50200	51400	52600	53800
4	44400	45600	46800	47600	48800	50000	51200	52400	53600	54800
5	45400	46600	47800	48600	49800	51000	52200	53400	54600	55800
6	46250	47450	48650	49450	50650	51850	53050	54250	55450	56650
7	47100	48300	49500	50300	51500	52700	53900	55100	56300	57500
8	47950	49150	50350	51150	52350	53550	54750	55950	57150	58350
9	48800	50000	51200	52000	53200	54400	55600	56800	58000	59200
10	49650	50850	52050	52850	54050	55250	56450	57650	58850	60050
11	50500	51700	52900	53700	54900	56100	57300	58500	59700	60900
12	51350	52550	53750	54550	55750	56950	58150	59350	60550	61750
13	52200	53400	54600	55400	56600	57800	59000	60200	61400	62600
14	53050	54250	55450	56250	57450	58650	59850	61050	62250	63450
15	53900	55100	56300	57100	58300	59500	60700	61900	63100	64300
16	54750	55950	57150	57950	59150	60350	61550	62750	63950	65150
17	55600	56800	58000	58800	60000	61200	62400	63600	64800	66000
18	56450	57650	58850	59650	60850	62050	63250	64450	65650	66850
19	57300	58500	59700	60500	61700	62900	64100	65300	66500	67700
20	58150	59350	60550	61350	62550	63750	64950	66150	67350	68550
21	59000	60200	61400	62200	63400	64600	65800	67000	68200	69400
22	59850	61050	62250	63050	64250	65450	66650	67850	69050	70250
23	60700	61900	63100	63900	65100	66300	67500	68700	69900	71100
24	61550	62750	63950	64750	65950	67150	68350	69550	70750	71950
25	62400	63600	64800	65600	66800	68000	69200	70400	71600	72800
26					67650	68850	70050	71250	72450	73650
27					68500	69700	70900	72100	73300	74500
28					69350	70550	71750	72950	74150	75350
29					70200	71400	72600	73800	75000	76200
30					71050	72250	73450	74650	75850	77050
31					71900	73100	74300	75500	76700	77900
32					72750	73950	75150	76350	77550	78750
33					73600	74800	76000	77200	78400	79600
34					74450	75650	76850	78050	79250	80450
35					75300	76500	77700	78900	80100	81300

Salary Schedule 2024-2025

	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII	Class VIII	Class IX	Class X
Step	Tested Experience / Technical Certificate	Associate's Degree	Bachelor's Degree	Provisional Consistent with Board policy	Masters in Assigned Instruction Field	Masters plus 15 approved hours	Masters plus 30 approved hours	Masters plus 45 approved hours	Terminal professional masters degree	Earned Doctorate in approved field
1	42400	43600	44800	45600	46800	48000	49200	50400	51600	52800
2	43400	44600	45800	46600	47800	49000	50200	51400	52600	53800
3	44400	45600	46800	47600	48800	50000	51200	52400	53600	54800
4	45400	46600	47800	48600	49800	51000	52200	53400	54600	55800
5	46400	47600	48800	49600	50800	52000	53200	54400	55600	56800
6	47250	48450	49650	50450	51650	52850	54050	55250	56450	57650
7	48100	49300	50500	51300	52500	53700	54900	56100	57300	58500
8	48950	50150	51350	52150	53350	54550	55750	56950	58150	59350
9	49800	51000	52200	53000	54200	55400	56600	57800	59000	60200
10	50650	51850	53050	53850	55050	56250	57450	58650	59850	61050
11	51500	52700	53900	54700	55900	57100	58300	59500	60700	61900
12	52350	53550	54750	55550	56750	57950	59150	60350	61550	62750
13	53200	54400	55600	56400	57600	58800	60000	61200	62400	63600
14	54050	55250	56450	57250	58450	59650	60850	62050	63250	64450
15	54900	56100	57300	58100	59300	60500	61700	62900	64100	65300
16	55750	56950	58150	58950	60150	61350	62550	63750	64950	66150
17	56600	57800	59000	59800	61000	62200	63400	64600	65800	67000
18	57450	58650	59850	60650	61850	63050	64250	65450	66650	67850
19	58300	59500	60700	61500	62700	63900	65100	66300	67500	68700
20	59150	60350	61550	62350	63550	64750	65950	67150	68350	69550
21	60000	61200	62400	63200	64400	65600	66800	68000	69200	70400
22	60850	62050	63250	64050	65250	66450	67650	68850	70050	71250
23	61700	62900	64100	64900	66100	67300	68500	69700	70900	72100
24	62550	63750	64950	65750	66950	68150	69350	70550	71750	72950
25	63400	64600	65800	66600	67800	69000	70200	71400	72600	73800
26					68650	69850	71050	72250	73450	74650
27					69500	70700	71900	73100	74300	75500
28					70350	71550	72750	73950	75150	76350
29					71200	72400	73600	74800	76000	77200
30					72050	73250	74450	75650	76850	78050
31					72900	74100	75300	76500	77700	78900
32					73750	74950	76150	77350	78550	79750
33					74600	75800	77000	78200	79400	80600
34					75450	76650	77850	79050	80250	81450
35					76300	77500	78700	79900	81100	82300

Salary Schedule 2025-2026

	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII	Class VIII	Class IX	Class X
Step	Tested Experience / Technical Certificate	Associate's Degree	Bachelor's Degree	Provisional Consistent with Board policy	Masters in Assigned Instruction Field	Masters plus 15 approved hours	Masters plus 30 approved hours	Masters plus 45 approved hours	Terminal professional masters degree	Earned Doctorate in approved field
1	43400	44600	45800	46600	47800	49000	50200	51400	52600	53800
2	44400	45600	46800	47600	48800	50000	51200	52400	53600	54800
3	45400	46600	47800	48600	49800	51000	52200	53400	54600	55800
4	46400	47600	48800	49600	50800	52000	53200	54400	55600	56800
5	47400	48600	49800	50600	51800	53000	54200	55400	56600	57800
6	48250	49450	50650	51450	52650	53850	55050	56250	57450	58650
7	49100	50300	51500	52300	53500	54700	55900	57100	58300	59500
8	49950	51150	52350	53150	54350	55550	56750	57950	59150	60350
9	50800	52000	53200	54000	55200	56400	57600	58800	60000	61200
10	51650	52850	54050	54850	56050	57250	58450	59650	60850	62050
11	52500	53700	54900	55700	56900	58100	59300	60500	61700	62900
12	53350	54550	55750	56550	57750	58950	60150	61350	62550	63750
13	54200	55400	56600	57400	58600	59800	61000	62200	63400	64600
14	55050	56250	57450	58250	59450	60650	61850	63050	64250	65450
15	55900	57100	58300	59100	60300	61500	62700	63900	65100	66300
16	56750	57950	59150	59950	61150	62350	63550	64750	65950	67150
17	57600	58800	60000	60800	62000	63200	64400	65600	66800	68000
18	58450	59650	60850	61650	62850	64050	65250	66450	67650	68850
19	59300	60500	61700	62500	63700	64900	66100	67300	68500	69700
20	60150	61350	62550	63350	64550	65750	66950	68150	69350	70550
21	61000	62200	63400	64200	65400	66600	67800	69000	70200	71400
22	61850	63050	64250	65050	66250	67450	68650	69850	71050	72250
23	62700	63900	65100	65900	67100	68300	69500	70700	71900	73100
24	63550	64750	65950	66750	67950	69150	70350	71550	72750	73950
25	64400	65600	66800	67600	68800	70000	71200	72400	73600	74800
26					69650	70850	72050	73250	74450	75650
27					70500	71700	72900	74100	75300	76500
28					71350	72550	73750	74950	76150	77350
29					72200	73400	74600	75800	77000	78200
30					73050	74250	75450	76650	77850	79050
31					73900	75100	76300	77500	78700	79900
32					74750	75950	77150	78350	79550	80750
33					75600	76800	78000	79200	80400	81600
34					76450	77650	78850	80050	81250	82450
35					77300	78500	79700	80900	82100	83300

Exhibit A
FACULTY MEMBER'S CONTRACT
INDEPENDENCE COMMUNITY COLLEGE
INDEPENDENCE, KS

THIS CONTRACT is executed between the Board of Trustees of Independence Community College and _____

The Board of Trustees and the Faculty Member agree that:

1. The negotiated agreement between the Board of Trustees and Independence Community College Faculty Association is incorporated into this Contract by reference. The negotiated agreement shall have the same force and effect as though it were set forth in this Contract.
2. The Faculty Member is employed beginning on July 1 and ending on June 30 with duties as outlined in Article XVIII.
3. The Faculty Member is employed at the following position:
____ Associate Professor
____ Professor
____ Librarian Field(s) _____
____ Full-time
____ Part-time _____ Credit Hours Instructional Load
4. The Board of Trustees shall compensate the Faculty Member at the annual rate of \$ _____, Step _____, Class _____, plus fringe benefits to be paid in twelve (12) equal monthly installments. Payment shall begin on the 24th day of August. If the date paychecks are issued is changed, a 60 day notice must be published prior to the first date of change. The date paychecks are issued can be no later than the first day of the month.
5. If the Faculty Member provides written authorization to the Board, the balance of the Faculty Member's compensation shall be paid in one payment upon completion of all the Faculty Member's contractual obligations. Such payment shall be made no later than May 24th. If the date paychecks are issued is changed, a 60 day notice must be published prior to the first date of change. The date paychecks are issued can be no later than the first day of the month. The authorization shall be effective for successive years unless it is revoked in writing by the Faculty Member.
6. The Faculty Member shall return this Contract, duly executed, to the President of the College within thirty (30) days of the date of receipt. If this contract is not executed and returned to said President within thirty (30) days of the receipt the contract shall be null and void.
7. This Contract is subject to the laws of the State of Kansas.
8. This Contract shall continue for the succeeding school year unless the Faculty is provided written notice by April 15th of the Board's intent to non-renew it.

WITNESS: By signing the Contract the Board of Trustees and the Faculty Member manifest their agreement to its terms.

Faculty Member

Date

Independence Community College, President

Date

Vice-President of Academic Affairs

Date

**FACULTY MEMBER'S CONTRACT/EMPLOYMENT
ON/OR BEFORE MAY 15, 2008
INDEPENDENCE COMMUNITY COLLEGE
INDEPENDENCE, KS**

THIS CONTRACT is executed between the Board of Trustees of Independence Community College and _____.

The Board of Trustees and the Faculty Member agree that:

1. The negotiated agreement between the Board of Trustees and Independence Community College Faculty Association is incorporated into this Contract by reference. The negotiated agreement shall have the same force and effect as though it were set forth in this Contract.

The Faculty Member is employed beginning on July 1 and ending on June 30 with duties as outlined in Article XVIII.

2. The Faculty Member is employed at the following position:

_____ Associate Professor
 _____ Professor
 _____ Librarian
 _____ Full-time
 _____ Part-time

Field(s) _____

_____ Credit Hours Instructional Load

3. The Board of Trustees shall compensate the Faculty Member at the annual rate of \$_____, plus \$3,720, Step _____, Class _____, plus fringe benefits to be paid in twelve (12) equal monthly installments. Payment shall begin on the 24th day of August. If the date paychecks are issued is changed, a 60 day notice must be published prior to the first date of change. The date paychecks are issued can be no later than the first day of the month.
4. If the Faculty Member provides written authorization to the Board, the balance of the Faculty Member's compensation shall be paid in one payment upon completion of all the Faculty Member's contractual obligations. Such payment shall be made no later than May 24th. If the date paychecks are issued is changed, a 60 day notice must be published prior to the first date of change. The date paychecks are issued can be no later than the first day of the month. The authorization shall be effective for successive years unless it is revoked in writing by the Faculty Member.
5. The Faculty Member shall return this Contract, duly executed, to the President of the College within thirty (30) days of the date of receipt. If this contract is not executed and returned to said President within thirty (30) days of the receipt the contract shall be null and void.
6. This Contract is subject to the laws of the State of Kansas.
7. This Contract shall continue for the succeeding school year unless the Faculty Member is provided written notice by April 15th of the Board's intent to non-renew it.

WITNESS: By signing the Contract the Board of Trustees and the Faculty manifest their agreement to its terms.

Faculty Member

Date

Independence Community College, President

Date

Vice-President of Academic Affairs

Date

**FACULTY MEMBER'S SUPPLEMENTAL CONTRACT
INDEPENDENCE COMMUNITY COLLEGE
INDEPENDENCE, KS**

THIS SUPPLEMENTAL CONTRACT is executed between the Board of Trustees of Independence Community College and _____.

The Board of Trustees and the Faculty Member agree that:

1. The negotiated agreement between the Board of Trustees and Independence Community College Faculty Association is incorporated into this Supplemental Contract by reference. The negotiated agreement shall have the same force and effect as though it were set forth in this Contract.
2. The Faculty Member is currently employed to perform regular duties under a Principal Contract.
3. Both the Board of Trustees and the Faculty Member desire that the Faculty assume additional duties for compensation.
4. The duties which the Faculty Member shall assume are:
_____.
5. As provided in the negotiated agreement, the annual compensation to the Faculty Member for performing such duties shall be \$ _____, to be paid in twelve (12) equal monthly installments. Payment shall begin on the 24th day of August. If the date paychecks are issued is changed, a 60 day notice must be published prior to the first date of change. The date paychecks are issued can be no later than the first day of the month.
6. The Faculty Member shall receive _____ credit hours instructional load reduction for the described duties.
7. The principal contract shall remain in full force and effect.
8. The Faculty Member shall return this Supplemental Contract, duly executed, to the President of the College within thirty (30) days of the date of receipt. If this contract is not executed and returned to said President within thirty (30) days of the receipt the contract shall be null and void.
9. This Supplemental Contract shall become effective on _____ and terminated on _____.
10. If either the Board of Trustees or the Faculty Member fails to perform its obligation under this Supplemental Contract, the Supplemental Contract shall be voided.

WITNESS: By signing the Contract the Board of Trustees and the Faculty Member manifest their agreement to its terms.

Faculty Member

Date

Independence Community College, President

Date

Vice-President of Academic Affairs

Date

ICC EVALUATION OF PROFESSORS

Exhibit D

STATEMENT OF PURPOSE:

In order to evaluate all instructional employees as fairly as possible, and in compliance with Kansas Statutes (72-2409, 72-2410, 72-2411, 72-2412) the Board of Trustees shall establish criteria, which will, as required by the laws of Kansas, take into consideration the following qualities and attributes: "efficiency, personal qualities, professional deportment, ability, results and performance,... capacity to maintain control of pupils or students, and such other matters as may be deemed material." The Board's intentions for instructor evaluation are: improvement of instruction, promotion of professional growth, and assurance that employment decisions are based upon specific information.

The criteria shall be devised by the Board of Trustees and presented to the joint evaluation committee (Article XXIX, Negotiated Agreement) whose responsibility will be the development of evaluation procedures and instruments that take into consideration the standards of feasibility, propriety, and utility. Negotiations will lead to agreement upon a final document(s). Procedural administration and filing of the document(s) will follow the state laws of Kansas.

CRITERIA:

Numbered items are the specific criteria to be used in instructor evaluation. Lettered items indicate qualities that are to be considered in relation to the specific criteria. However, the evaluation committee is not limited to these qualities in development of the evaluation instrument.

1. PROFESSIONAL COMPETENCE

- a. Expertise in teaching field
- b. Participation in professional development opportunities
- c. Proficiency in interpreting the College catalog and providing transfer and other academic advice for students
- d. Support of the College mission and purposes and adherence to policies and regulations

2. INSTRUCTIONAL COMPETENCE

- a. Capability in planning and presentation of subject matter
- b. Competence in selection and use of various techniques and resources
- c. Communicative skills
- d. Accurate and complete record keeping

3. MANAGERIAL COMPETENCE

- a. Ability to create and maintain an effective learning environment
- b. Capability in guiding the learning process
- c. Demeanor in handling daily routines that would also serve in coping with disruptions and emergencies

4. ASSESSMENT COMPETENCE

- a. Competence in devising and using methods of student assessment
- b. Reliability in method and practice of reporting student achievement

5. PROFESSIONAL RESPONSIBILITY

- a. Ethics, attitude and deportment appropriate to the teaching profession
- b. Service and/or involvement in ICC beyond contract assignments
- c. Service and/or involvement in the teaching profession
- d. Service and/or involvement in the college community (service area)

ICC EVALUATION OF PROFESSORS

Vice-President
of Academic Affairs or Designated
Administrative Evaluator

Date



Independence Community College

Administrative Evaluation of Professor (Formative)

Did the faculty member fulfill the following responsibilities during the academic semester of _____, in the year of _____? Check "yes," "no" or write "n/a" if not applicable. Notes may be attached.

- yes 1) Attended the beginning of semester in-service or was excused by the Vice-President of Academic Affairs.
 no
 n/a
- yes 2) Attended mid- semester in-service or was excused by the Vice-President of Academic Affairs.
 no
 n/a
- yes 3) Turned-in copies of syllabi.
 no
 n/a
- yes 4) Signed employment contract.
 no
- yes 5) Attended meetings for at least one Standing Committee.
 no
- yes 6) Posted and attended office hours (requires 8 per week).
 no
- yes 7) Submitted course outcomes assessment data for one course.
 no
 n/a
- yes 8) Attended Division Meetings unless excused by the Chair.
 no
- yes 9) Submitted required paperwork for sick / personal days.
 no
 n/a (took no such days)
- yes 10) Taught / covered all scheduled classes unless excused, or covered by sick / personal days.
 no
- yes 11) Participated in Advisement.
 no
- yes 12) Submitted course grades for the past semester.
 no
 n/a

____ yes 13) Attended Graduation Commencement for the past year unless excused by the Vice-President of Academic Affairs
____ no
____ n/a

OPTIONAL SECTION (additional text may be attached)

Professional Development Activities:

Community Service Activities:

Extra Duties / Services on Campus / Community Service (e.g. student organizations, committee work, etc.):

Professional Goals, Projects & Improvements:

Verification:

After reviewing the evaluation document, the instructor and administrator sign and date it in the appropriate location. The instructor's signature does not necessarily indicate agreement or disagreement. The administrator shall keep the original document and the instructor will receive a copy of the signed document.

Professor

Date

Vice-President of Academic Affairs or

Date



Independence Community College

Professor Self-Evaluation (Formative)

Did the faculty member fulfill the following responsibilities during the academic semester of _____, in the year of _____? Check "yes," "no" or write "n/a" if not applicable. Notes may be attached.

- ____ yes 1) Attended the beginning of semester in-service or was excused by the Vice-President of Academic Affairs
____ no
____ n/a
- ____ yes 2) Attended mid- semester in-service or was excused by the Vice-President of Academic Affairs.
____ no
____ n/a
- ____ yes 3) Turned-in copies of syllabi.
____ no
____ n/a
- ____ yes 4) Signed employment contract.
____ no
- ____ yes 5) Attended meetings for at least one Standing Committee.
____ no
- ____ yes 6) Posted and attended office hours (requires 8 per week).
____ no
- ____ yes 7) Submitted course outcomes assessment data for one course.
____ no
____ n/a
- ____ yes 8) Attended Division Meetings unless excused by the Chair.
____ no
- ____ yes 9) Submitted required paperwork for sick / personal days.
____ no
____ n/a (took no such days)
- ____ yes 10) Taught / covered all scheduled classes unless excused, or covered by sick / personal days.
____ no
- ____ yes 11) Participated in Advisement.
____ no
- ____ yes 12) Submitted course grades for the past semester.
____ no
____ n/a

____ yes 13) Attended Graduation Commencement for the past year unless excused by the Vice-President of Academic Affairs

____ no

____ n/a

OPTIONAL SECTION (additional text may be attached)

Professional Development Activities:

Community Service Activities:

Extra Duties / Services on Campus / Community Service (e.g. student organizations, committee work, etc.):

Professional Goals, Projects & Improvements:

Verification:

After reviewing the evaluation document, the instructor and administrator sign and date it in the appropriate location. The administrator shall keep the original document and the instructor will receive a copy of the signed document.

Instructor

Date

Vice-President of Academic Affairs or
Designated Administrative Evaluator

Date



Independence Community College

Administrative Evaluation of Professor (Summative)

Did the faculty member fulfill the following responsibilities during the academic semester of _____, in the year of _____? Check "yes," "no" or write "n/a" if not applicable. Notes may be attached.

___ yes 1) Attended the beginning of semester in-service or was excused by the Vice-President of Academic Affairs
___ no
___ n/a

___ yes 2) Attended mid- semester in-service or was excused by the Vice-President of Academic Affairs
___ no
___ n/a

___ yes 3) Turned-in copies of syllabi.
___ no
___ n/a

___ yes 4) Signed employment contract.
___ no

___ yes 5) Attended meetings for at least one Standing Committee.
___ no

___ yes 6) Posted and attended office hours (requires 8 per week).
___ no

___ yes 7) Submitted course outcomes assessment data for one course.
___ no
___ n/a

___ yes 8) Attended Division Meetings unless excused by the Chair.
___ no

___ yes 9) Submitted required paperwork for sick / personal days.
___ no
___ n/a (took no such days)

___ yes 10) Taught / covered all scheduled classes unless excused, or covered by sick / personal days.
___ no

___ yes 11) Participated in Advisement.
___ no

___ yes 12) Submitted course grades for the past semester.
___ no
___ n/a

___ yes 13) Attended Graduation Commencement for the past year unless excused by the Vice-President of Academic Affairs
___ no
___ n/a

OPTIONAL SECTION (additional text may be attached)

Professional Development Activities:

Community Service Activities:

Extra Duties / Services on Campus / Community Service (e.g. student organizations, committee work, etc.):

Professional Goals, Projects & Improvements:

Verification:

After reviewing the evaluation document, the instructor and administrator sign and date it in the appropriate location. The instructor's signature does not necessarily indicate agreement or disagreement. The administrator shall keep the original document and the instructor will receive a copy of the signed document.

Instructor

Date

Vice-President of Academic Affairs or
Designated Administrative Evaluator

Date



Independence Community College

Professor Self-Evaluation (Summative)

Did the faculty member fulfill the following responsibilities during the academic semester of _____, in the year of _____? Check "yes," "no" or write "n/a" if not applicable. Notes may be attached.

___ yes 1) Attended the beginning of semester in-service or was excused by the Vice-President of Academic Affairs.
___ no
___ n/a

___ yes 2) Attended mid- semester in-service or was excused by the Vice-President of Academic Affairs.
___ no
___ n/a

___ yes 3) Turned-in copies of syllabi.
___ no
___ n/a

___ yes 4) Signed employment contract.
___ no

___ yes 5) Attended meetings for at least one Standing Committee.
___ no

___ yes 6) Posted and attended office hours (requires 8 per week).
___ no

___ yes 7) Submitted course outcomes assessment data for one course.
___ no
___ n/a

___ yes 8) Attended Division Meetings unless excused by the Chair.
___ no

___ yes 9) Submitted required paperwork for sick / personal days.
___ no
___ n/a (took no such days)

___ yes 10) Taught / covered all scheduled classes unless excused, or covered by sick / personal days.
___ no

___ yes 11) Participated in Advisement.
___ no

___ yes 12) Submitted course grades for the past semester.
___ no
___ n/a

___ yes 13) Attended Graduation Commencement for the past year unless excused by the Vice-President of Academic Affairs.
___ no
___ n/a

OPTIONAL SECTION (additional text may be attached)

Professional Development Activities:

Community Service Activities:

Extra Duties / Services on Campus / Community Service (e.g. student organizations, committee work, etc.):

Professional Goals, Projects & Improvements:

Verification:

After reviewing the evaluation document, the instructor and administrator sign and date it in the appropriate location. The administrator shall keep the original document and the instructor will receive a copy of the signed document.

Instructor

Date

Vice-President of Academic Affairs or
Designated Administrative Evaluator

Date

School Calendar(s)

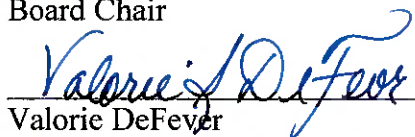
SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement on or before this 15 day of May, 2023.

*****BOARD OF TRUSTEES:**

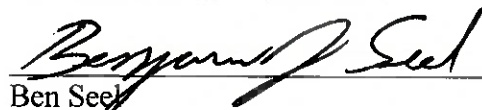


Dr. Cindi Sherwood
Board Chair

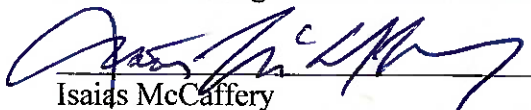


Valorie DeFever
Board Vice-Chair

FACULTY ASSOCIATION:



Ben Seel
Association Negotiation Team Member.



Isaias McCaffery
Association Negotiation Team Member



Brian Southworth
Association Negotiation Team Member



Allen Shockley
Association Negotiation Team Member

This article is in effect for the duration of the 2023-2026 contract. At the conclusion of this contract the negotiating parties will have to mutually agree to keep this provision or it shall be eliminated from the Negotiated Agreement.

Summary of Changes for 2023-2026 Negotiated Agreement

Article VII – Termination or Non-Renewal (page 6)

Added new phrase to clarify termination means no continuing contract;

“All contracts of employment of Faculty Members with the College shall continue in full force and effect during good behavior and efficient and competent service rendered by the Faculty Member, and all contracts of employment shall be deemed to continue for the next succeeding school year unless (a)written notice of intention to terminate a contract of employment is served by the Board of Trustees upon any Faculty Member by April 15 or (b) the Faculty Member is terminated for Just Cause. A Faculty Member shall give written notice to the Board of Trustees of the College that he or she does not desire continuation of a contract of employment in compliance with Kansas Statutes.”

Article X – Fringe Benefits (page 7)

The expression ‘the college will establish...’ was replaced with the established language.

Article XII – Early Retirement (pages 8-9)

Changed the policy cap from 66 to the phrase “Social Security full retirement age”. This phrase allows for a moving target so the policy applies to individuals as does social security benefits.

Article XIII – Leave of Absence (page 12)

Subpoint 7 Parental leave – added foster care placement as a reason for the leave.

The final sentence reads, “This policy does not apply to employees represented by bargaining units until ratified by the bargaining unit.” This sentence was removed as the provision has been ratified.

Article XVIII – Professional Load (page 17)

In section C, overload pay was increased from \$625 to \$675 per credit hour.

Article XX – Salary Schedule

The initial placement cap of step 12 was eliminated. (removed from the top of page 24)

The Salary schedule base was updated for each of the 3 years for the agreement.(pages 43-45)

Supplemental contracts that paid by the credit hour were updated to reflect agreed upon overload credit hour pay. (pages 25-30)

Article XXII – Faculty Development

The amount of money allocated for professional development was increased. CAO monies from \$6,000 to \$10,000, Association Professional Development monies from \$6,000 to \$15,000. (page 31)

Article XXIII – summer School classes

Increased to pay per credit hour from \$625 to \$675. (page 31)

Article XXXII – New Employee Orientation

The sunset provision will extend for the life of this contract, Article will expire without notice on June 30, 2026.

New Salary Schedules were inserted. (pages 43-45)

Exhibit A and B

Dates were updated to April 15, to match the non-renewal notification date stated earlier in the Agreement (pages 46-47)