

# STATEMENT OF UNDERSTANDINGS

Between the

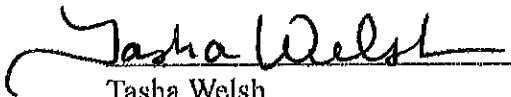
COMMUNITY COLLEGE DISTRICT OF  
JEFFERSON COUNTY, MISSOURI  
(JEFFERSON COLLEGE)

and the


JEFFERSON COLLEGE  
NATIONAL EDUCATION ASSOCIATION  
(JCNEA)

BAT-FAT 2023-2024

Effective 2024-2027


  
Tasha Welsh  
Board Administration Team

05-17-24  
Date

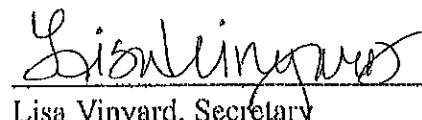
  
Rob Rodden  
Faculty Association Team

5-20-2024  
Date

Approved:

  
Margie Passmore, President  
Board of Trustees

5/29  
Date

  
Lisa Vinyard, Secretary  
Board of Trustees

5/29/24  
Date

*The signed Statement of Understanding (effective 2024-2027) will be incorporated into the consolidated Collective Bargaining Agreement (CBA). BAT will prepare an updated version of the CBA and share with FAT no later than August 12, 2024, with the intention that FAT will approve no later than September 15, 2024.*

# **BAT-FAT 2024-2027 Final Agreement**

**Duration of Agreement: July 1, 2024 to June 30, 2027**

## **FAT Items:**

### **1. Faculty Salary: Raises**

*Tentatively Agreed 05/15/2024*

BAT agrees to award steps and COLA's as follows:

- Fiscal Year (FY) 25: no step and 5% COLA
- FY26: 2% step for eligible faculty and the January 2025 PSRS COLA
- FY27: The parties will renegotiate in Spring 2026 with no more than 3 single items each with no subordinate items.
- The Board reserves the right to award COLA increases greater than those agreed upon herein.

*This agreement amends CBA Agreement # II-001.01 Faculty Salary: Raises, as approved August 23, 2018.*

### **3. Faculty Salary: Lab Compensation**

*Tentative Agreement 05/15/2024*

It was agreed that the rate for lab compensation will remain .75 for Fall 2025, will increase to .8 for Fall 2026, and will remain at .8 for Fall 2027. In the event the unrestricted reserve balance is less than 15% of the unrestricted revenues, the parties will Negotiate. Existing faculty who exceed the maximum credit hours of instruction, pursuant to Board Procedure IV-002.09, due to this increase in lab compensation may maintain their Academic Year 2024 course schedule and exceed the maximum.

*This agreement amends CBA Agreement # II-001.02 Faculty Salary: Lab Compensation, as approved June 9, 2016.*

### **4. Representation: Search Committee Selection**

*Tentatively Agreed 05/13/2024*

It was agreed that the Office of Human Resources will provide search committee training to hiring managers to ensure a fair and effective recruitment process. The

## **BAT-FAT 2024-2027 Final Agreement**

**Duration of Agreement: July 1, 2024 to June 30, 2027**

training will include factors to consider when selecting search committee members such as representation from diverse backgrounds, tenure, relevant experience, and direct working relationship to the position being filled. The training will also include guidance on including search committee members in the development and assignment of interview questions.

*This agreement supersedes CBA Agreement # V-003.01 Representation: Search Committee Selection, as approved June 11, 2015.*

### **5. Clear, Concise Contract Language**

*Tentatively Agreed 05/13/2024*

It was agreed that the faculty job description cannot change without Board approval. Other duties as assigned should not cause an undue burden on faculty members. Faculty are encouraged to utilize existing communication channels to express concerns such as the appropriate Associate Dean or Human Resources. The last duty on the faculty job description, #25 in Board IV-001.02, shall be revised as follows:

Perform other ***faculty-related duties of a comparable level or type*** as may be assigned by the Vice President of Academic Affairs, Dean, Associate Dean, and/or the instructional Program Director.

*This agreement amends CBA Agreement # III-004 Contracts: Regular, as approved September 12, 2019.*

### **6. Non-Instructional Time Clearly Defined and Applied**

*Tentatively Agreed 05/13/2024*

It was agreed that Current Board Procedures IV-002.07 Other Appointments and Special Compensation, IV-002.08 Contractual Obligations - Meetings and Committee Assignments, IV-002.09 Guidelines for Determination of Faculty Workloads, and IV-006.01 Salary Administration Plan all address the ideas brought forward by faculty in Item 6. BAT is open to revising and clarifying policies and procedures regarding extra compensation. This task shall be assigned to the Employer Association Council with a goal of one year for completion.

*This agreement amends CBA Agreement # II-002.02 Overload: Extra Employment Compensation, as approved September 20, 1999.*

## **BAT-FAT 2024-2027 Final Agreement**

**Duration of Agreement: July 1, 2024 to June 30, 2027**

### **7. Grievance Procedures**

*Tentatively Agreed 05/15/2024*

#### 7.1 Language Additions

It was agreed to add the following language to the Grievance Procedure, as shown:

- Under Formal Procedures: “If a faculty member’s problem has not been resolved after presenting it informally to their supervisor, a written grievance using the College Grievance Form may be presented to the Senior Director of Human Resources within 90 calendar days of the occurrence of a grievable event or from the date when the person knew or should have known of the occurrence of grievable event. In some scenarios a grievable offense may constitute an ongoing, “continuing violation” and in such cases the 90-day window for filing a grievance may not strictly apply.”
- Under Guidelines: “7. The College will comply with legal requirements in order to correct any financial impact, if needed, to provide a fair “make whole” remedy.”

*This agreement amends CBA Agreement # IV-019 Grievance Board of Trustees Procedure, as approved June 10, 2021.*

#### 7.2 Consolidate Policy Statements

Current Board Procedures re: Faculty discipline and termination for cause are addressed in Board P&P II-001.4 Progressive Disciplinary Action, and IV-005 Termination for Cause. Faculty representation in disciplinary matters is addressed in CBA #IV-003 Representation, Disciplinary Action. Thus, existing Policy and Procedures address ideas brought forward in this FAT item.

It was agreed to combine the elements of these provisions into a consolidated statement for the CBA. The parties agree this is to be a location change, not a language change; and that nothing substantive is being added or altered through this change in location. The parties further agree that redundant language can be streamlined and that duplicative language can be dropped so long as there is no substantive revision to the meaning.

## **BAT-FAT 2024-2027 Final Agreement**

**Duration of Agreement: July 1, 2024 to June 30, 2027**

The parties agree to assign this task to the Employer Association Council (or to a task force selected by the Council) with a goal of one year for completion, i.e., by June 30, 2025.

*This agreement amends CBA Agreement # IV-003 Representation, Disciplinary Action, as approved July 17, 2014.*

### **8. ATS Pay Disparity**

*Tentatively Agreed 05/15/2024*

It was agreed that the ATS contract be changed from 181 days to 177 days, which includes 166 days of instruction, 10 non-instructional days (including one day for application review and two required evening events equivalent to one-half day each), and one day for commencement totaling 177 workdays. Faculty who attend MOACTE will be paid up to three additional days at the daily rate using a factor of 202 days instead of 190 days. The ATS base instructional load shall be 16 contact hours. ATS faculty not assigned to 16 contact hours as designated in these guidelines shall be given additional responsibilities commensurate with their professional training. Beginning in Fall 2024, overload for additional half-day sessions shall be paid at 1.5 credit hours and overload for additional full-day sessions paid at 3 credit hours. In Fall 2026, overload for additional half-day sessions shall be paid at 1.6 credit hours and overload for additional full-day sessions paid at 3.2 credit hours, corresponding with increases in lab compensation.

ATS faculty who currently receive compensation for 181 days will be held harmless by grandfathering their salaries at a rate no lower than their current salary before any COLA or increments are applied, and will only be required to work 177 days. New ATS faculty will be placed on the ATS salary schedule based upon 177 work days. College faculty who teach one section of ATS and currently receive 7.5 days of additional pay will be held harmless by grandfathering their supplemental contract at a rate equivalent to 7.5 extra days, and will only be required to work 5.5 extra days. New college faculty who teach one section of ATS will receive a supplemental contract for 5.5 extra days.

*This agreement supersedes CBA Agreement # II-001.03 Faculty Salary: ATS Faculty, CBA Agreement # III-004.01 Contracts: ATS, and CBA Agreement # II-002.03 Overload: Area Technical School Assignments, as approved June 13, 1998.*

## **BAT-FAT 2024-2027 Final Agreement**

**Duration of Agreement: July 1, 2024 to June 30, 2027**

### **10. Improved Working Conditions**

#### FAT 10.1 - Shared Sick Leave

*Tentatively Agreed 05/15/2024*

It was agreed to draft a Shared Sick Leave policy and procedure and work through the shared governance process with all constituent groups before presenting it to the Board for approval. The policy will state adherence to non-discrimination guidelines, emphasize the voluntary nature of sick day contributions, and establish a maximum limit on the number of days any individual employee can receive. The procedure will delineate the process and any necessary forms for participation. The goal is to implement the Shared Sick Leave program by the beginning of the 25-26 academic year.

*This agreement establishes a new CBA Agreement item.*

#### FAT 10.2 - Sick Leave Buy-Back

*Tentatively Agreed 05/15/2024*

BAT agrees that CBA II-003.04 and BOT Policy II-011.02 will be amended and presented through the BOT for approval to reflect a change in the compensation for unused sick days upon retirement as follows:

Any unused Earned Sick Leave, up to 90 days (720 hours), accumulated by an employee at the time of their retirement, as defined by PSRS/PEERS or applicable internal retirement incentive programs, will be compensated at the rate of \$22.50 per day. Unused sick leave in excess of 90 days up to 150 days (up to 480 hours) will be compensated at the rate of \$50 per day. No other reimbursement or compensation for unused sick leave is permissible. Upon termination of employment, the employee forfeits any additional unused Earned Sick Leave. No other reimbursement or compensation for unused sick leave is permissible.

Further, it is agreed that the following language will remain in CBA II-003.04 and in the Leave Reporting Certification of Web Leave Entry:

I certify that my hours entered represent a true and accurate record of my time worked and/or leave taken to the best of my knowledge. I understand that all overtime and extra hours worked must be authorized in advance by my supervisor and that I may not agree, even voluntarily, or otherwise waive my rights to the Fair Labor Standards Act's protection. Further, I am responsible for

## **BAT-FAT 2024-2027 Final Agreement**

**Duration of Agreement: July 1, 2024 to June 30, 2027**

any changes made using my ID and PIN. I understand that submitting inaccurate hours intentionally, working unauthorized time, and/or falsifying another person's electronic signature may result in disciplinary action. I understand that by entering my PIN and selecting Submit below, I am providing an electronic signature which is the same as providing a signed document.

If you do not agree with this certification, you may select Exit and your time transaction will not be submitted for approval.

*This agreement amends CBA Agreement # II-003.04 Benefits: Sick Leave, as approved August 23, 2018.*

### FAT 10.3 - Seniority

*Tentatively Agreed 05/15/2024*

It was agreed that faculty seniority will be recognized in policy as a factor considered when assigning classes for base load and selecting vacant office spaces. Seniority is defined as the date of full-time faculty hire and further clarified as faculty who are meeting their contractual obligations per Board Procedure IV-001.02 "...making progress toward promotion in rank or are meeting Level IV expectations per Board Procedure IV-006.02." It was further indicated that senior faculty will display leadership by supporting innovative and effective ideas within their academic departments. In the event that a faculty member believes that their seniority was not fairly considered in assigning classes or office spaces, the faculty member should request clarification from their supervisor about the assignment.

*This agreement amends CBA Agreement # IV-002 Seniority, as approved July 17, 2014.*

### FAT 10.5 - Emeritus Status

*Tentatively Agreed 05/15/2024*

It was agreed to present the Faculty Emeritus Status idea to the Employee Support Committee for consideration.

*This agreement establishes a new CBA Agreement item.*

### FAT 10.6 - Service Awards

*Tentatively Agreed 05/15/2024*

## **BAT-FAT 2024-2027 Final Agreement**

**Duration of Agreement: July 1, 2024 to June 30, 2027**

It was agreed to revise Board Policy II-017 Employee Recognition Program as follows:

It shall be the policy of the Board of Trustees that all full-time and part-time regular employees be recognized for every five consecutive years of service to the institution and for retirement from the College. Service awards for 5, 10, 15, and 20 years of service are given as additional compensation in the amount of \$25 per year of service. Employees who complete 25 years of service receive five days of compensation. Service awards for 30, 35, and 40 years of service are given as additional compensation in the amount of \$50 per year of service. Service award compensation is included on the May paycheck. Retirement recognition awards are given as additional compensation included on the final paycheck in the amount of \$25 per year of service.

*This agreement establishes a new CBA Agreement item.*

### **BAT Items:**

#### **2. ATS Contract Days**

*Tentatively Agreed 05/15/2024*

It was agreed that the ATS contract be changed from 181 days to 177 days, which includes 166 days of instruction, 10 non-instructional days (including one day for application review and two required evening events equivalent to one-half day each), and one day for commencement totaling 177 workdays. Faculty who attend MOACTE will be paid up to three additional days at the daily rate using a factor of 202 days instead of 190 days. The ATS base instructional load shall be 16 contact hours. ATS faculty not assigned to 16 contact hours as designated in these guidelines shall be given additional responsibilities commensurate with their professional training. Beginning in Fall 2024, overload for additional half-day sessions shall be paid at 1.5 credit hours and overload for additional full-day sessions paid at 3 credit hours. In Fall 2026, overload for additional half-day sessions shall be paid at 1.6 credit hours and overload for additional full-day sessions paid at 3.2 credit hours, corresponding with increases in lab compensation.

ATS faculty who currently receive compensation for 181 days will be held harmless by grandfathering their salaries at a rate no lower than their current salary before any COLA or increments are applied, and will only be required to work 177 days. New ATS faculty will be placed on the ATS salary schedule based upon 177 work days. College faculty who teach one section of ATS and currently receive 7.5 days of additional pay will be held harmless by grandfathering their supplemental contract at a rate equivalent to 7.5 extra days, and will only be required to work 5.5 extra days.



## **BAT-FAT 2024-2027 Final Agreement**

**Duration of Agreement: July 1, 2024 to June 30, 2027**

New college faculty who teach one section of ATS will receive a supplemental contract for 5.5 extra days.

*This agreement supersedes CBA Agreement # II-001.03 Faculty Salary: ATS Faculty, CBA Agreement # III-004.01 Contracts: ATS, and CBA Agreement # II-002.03 Overload: Area Technical School Assignments, as approved June 13, 1998..*

### **4. Maximum Online Enrollment**

*Tentatively Agreed 05/15/2024*

In keeping with best practices, Jefferson College recognizes the importance of keeping the “community” in online and in-person courses. It was agreed that Board Procedure IV-010 would be revised to maintain the class size for online courses at 25 students in Fall 2025, remove the clause “or 20% less than the on-campus counterpart sections, whichever number is lower,” and provide a reduced class size of 20 students for online, writing-intensive courses, including English Composition I and II. The faculty member may request additional courses be designated as writing-intensive under this agreement subject to approval by the Vice President of Academic Affairs. The faculty member may request to exceed these limits subject to approval by the Associate Dean and Dean of Instruction per P&P IV-002.07 related to credit hours generated. The Association Employer Council will recruit volunteer faculty to pilot online courses with 30 seats and will establish metrics to ensure quality in these larger online classes, with a completion goal of Spring 2026. In Academic Year 2027, the Association Employer Council will review outcomes data and make a recommendation on maximum online course sizes.

Effective through Spring 2028, when the increase in online class enrollment capacity would cause a faculty member to lose an online class section, the faculty member will be offered an alternative class section within the department, based on seniority.

*This agreement establishes a new CBA Agreement item.*

### **5. Fine for Non-Fulfillment of Contract**

*Tentatively Agreed 05/15/2024*

It was agreed that Board Policy IV-007, Conditions of Employment-Resignation of Faculty, be amended as follows:

## **BAT-FAT 2024-2027 Final Agreement**

**Duration of Agreement: July 1, 2024 to June 30, 2027**

It shall be the policy of the Board of Trustees that resignations should be submitted in writing to the appropriate Dean for referral to the Sr. Director of Human Resources, Vice President of Academic Affairs, President, and the Board of Trustees. Resignations that include a request to be released from an employment contract require official Board action.

Faculty who request to be released from their contract a minimum of 30 calendar days' in advance of the requested resignation date and receive a Board-approved release from their contractual obligations at the completion of the fall semester will be fined \$1,000. Faculty who have signed a contract for an upcoming academic year that request to be released from their contract a minimum of 30 calendar days' in advance of the first day of the contract and receive a Board-approved release from their contractual obligations will be fined \$1,000. Faculty who request and receive a Board-approved release from their contractual obligations at a time that does not coincide with semester break will be fined \$1,500. Further, a Faculty member who provides less than 30 calendar days' notice or abandons their contractual obligations is responsible for a \$1,500 fine and is ineligible for rehire. The Board of Trustees may authorize a waiver of the fine in exceptional circumstances when the request for release is due to a hardship beyond the control of the Faculty member (e.g. a family emergency such as a medical issue).

Additionally, BAT agrees to the College's continued analysis of exit interviews and the Great Colleges to Work For Survey to identify patterns, trends, and areas for improvement. These analyses will be shared with constituent groups and faculty and be used to inform the development of targeted strategies, through shared governance, which may involve changes to policies, procedures, or workplace practices to address common pain points or areas of dissatisfaction. Further, the information assists the College in prioritizing initiatives within the College's Strategic Workforce Plan which will be publicly available. This ongoing effort is geared towards bolstering employee retention.

*This agreement supersedes CBA Agreement # II-001.06 Faculty Salary: Fine for Non-Fulfillment of Contract, as approved July 13, 2017.*

### **6. Tuition Reimbursement and Waiver**

*Tentatively Agreed 05/15/2024*

#### **6.1 Tuition Reimbursement**

It was agreed to amend Board Policy II-020 Reimbursement of Professional Study Expenses to provide waiver eligibility for courses taken at an industry-recognized

## **BAT-FAT 2024-2027 Final Agreement**

**Duration of Agreement: July 1, 2024 to June 30, 2027**

technical education provider. Additionally, it was agreed that courses that may be taken at Jefferson College are not eligible for reimbursement if taken at another college or university. Finally, it was agreed that reimbursement of tuition shall be available in an amount up to the College of Education rate per credit hour at the University of Missouri-Columbia or the University of Missouri-St. Louis, whichever institution has the higher rate for that academic year.

*This agreement amends CBA Agreement # II-003.07 Benefits: Tuition Reimbursement, as approved August 23, 2018*

### **6.2 Tuition Waiver**

It was agreed to amend Board Policy II-019 Enrollment in Jefferson College Classes to specify the waiver of tuition shall be available for credit courses in all tiers up to the Tier One tuition amount per credit hour, and to remove outdated references to continuing education classes.

*This agreement amends CBA Agreement # II-003.06 Benefits: Tuition Waiver as approved June 9, 2016.*

## **7. Property Rights & etc.**

*Tentatively Agreed 05/15/2024*

It was agreed that Board Policy II-021 regarding ownership of inventions and/or materials by College personnel, and the royalties resulting therefrom, is outdated and should be updated and revised.

The parties agree to assign this task to the Employer Association Council (or to a task force selected by the Council) with a goal of one year for completion, i.e., by June 30, 2025.

*This agreement establishes a new CBA Agreement item.*

## **8. Board of Trustees Forum Schedule**

*Tentatively Agreed 04/16/2024*

It was agreed that the Board of Trustees Forum: An informal, social gathering of faculty, staff, and members of the Board of Trustees will be held prior to the September Board of Trustees meeting each academic year. Should the meeting be canceled due to unforeseen circumstances, the meeting will be rescheduled prior to

## **BAT-FAT 2024-2027 Final Agreement**

**Duration of Agreement: July 1, 2024 to June 30, 2027**

the subsequent Board Meeting.

*This agreement supersedes CBA Agreement # V-001.02 Board of Trustees: Forum, as approved May 15, 2008.*

### **WITHDRAWN ITEMS:**

FAT Item(s) 7.3, 9, 10.4; BAT Item(s) 1, 3 It was agreed that all are withdrawn, though both parties reserve the right to bring any or all of these items back in future negotiation.

- FAT Item #2, Faculty Salary: COLA Adjustments
- FAT Item #7.3, Grievance Procedure, Reinstate Panel
- FAT Item #9, Composition of Board Administration Team
- FAT Item #10.4, Improved Working Conditions, Daily Rate
- BAT Item #1, Student Evaluations
- BAT Item #3, ATS Job Description