

STATEMENT OF UNDERSTANDINGS

between the

COMMUNITY COLLEGE DISTRICT OF
JEFFERSON COUNTY

and the

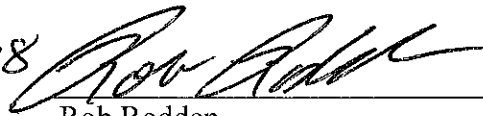
COMMUNITY COLLEGE FACULTY ASSOCIATION-
NATIONAL EDUCATION ASSOCIATION



8/15/2018

Daryl Gehbauer
Board Administration Team

Date

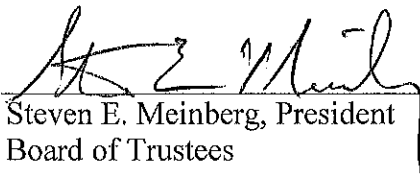


Rob Rodden
Faculty Association Team

8/17/2018

Date

Approved:


Steven E. Meinberg, President
Board of Trustees

8/23/18
Date


Lisa Vinyard, Secretary
Board of Trustees

8-23-18
Date

BAT-FAT 2017-2018 Final Agreement

FAT Issues

1. Promotion System for Librarians

It was agreed that Caron Daugherty would meet with Lisa Pritchard and develop a promotional track for the two faculty librarians and align this process with ones currently in place at other schools. They will work on this and have the proposal ready for BAT-FAT approval by Spring 2019. The approved system will be in place by August 2019.

2. Transparency in Board of Trustee Communications

It was agreed that any online survey sent via Jeffco will include a confidentiality statement that indicates whether any information that might identify individual respondents will be collected or tracked and what that information includes. FAT has agreed to rescind its request for more direct communication with the Board of Trustees.

3. Compensation Goes Through Negotiations

Any decisions or changes regarding faculty compensation must be approved by BAT-FAT.

4. Sick Days Reporting and Sick Days Compensation

It was agreed that the third paragraph of BOT Policy II-011.02 would 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. No other reimbursement or compensation for unused sick leave is permissible. Upon termination of employment, the employee forfeits any unused Earned Sick Leave with the exception of those employees that are grandfathered under the Sick Leave Buy-Back Program. Those employees grandfathered under the Sick Leave Buy-Back Program will first be compensated for eligible days under the buy-back program then additional days will be compensated at the rate of **\$22.50** per day. The current cap limiting the number of days that will be reimbursed will remain at 90 (as stated in Board policy).

In addition, it was agreed that the language in the Leave Reporting Certification would be changed as follows:

I certify that my hours entered represents 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 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.

5. Faculty Included as Integral Part of Decision-Making Process Regarding Programs

FAT rescinded this item.

6. Adjust Six Hour Limit for Tuition Reimbursement

It was agreed that Numbered Paragraph (4) of BOT Policy II-020 would be adjusted to change the allowed reimbursement of 6 semester hours to 9 semester hours with no change in the annual allowed reimbursement of 18 hours as follows:

No employee may receive reimbursement for more than nine (9) semester hours, or the equivalent, in any single semester (summer, fall, or spring). An employee may seek reimbursement for semester hours completed in preceding semesters of the same year if the total for the year does not exceed 18 and the request for reimbursement does not exceed nine (9) in any semester (summer, fall, or spring).

7. Employee Health Insurance

It was agreed that the HR Director will send a copy of all minutes from the Health Insurance Review Committee meeting to the JCNEA President and FAT Chairperson for information. The purpose is for the HR Director to keep JCNEA current on any discussions or plans for changes in employee health insurance. If minutes cannot be sent within one week of a meeting, then an update should be sent via email.

8. Faculty Salary Compensation (Salary Schedule, Raise)

It was agreed that the HR Director will keep the JCNEA President and FAT Chairperson up to date on all recommendations from the Faculty Compensation Study Task Force. A copy of the draft faculty schedule currently being worked on by the Task Force was sent to the FAT Chair on May 3, 2018. BAT agreed to recommend a 1.5% raise to the Board of Trustees for the 2018-19 Academic Year.

9. Support Faculty Senate and JCNEA Regarding Meeting Scheduling

It was agreed that the FAT Chair and the VP Of Instruction would work together to identify specific areas where meetings were being intentionally scheduled so as to prevent faculty from attending Faculty Senate or JCNEA meetings. Specific direction will be given to those areas and instructions will be sent out to all Deans and Division Chairs that prohibit any such actions.

10. Count Advising Hours in Lieu of Committee Work

FAT rescinded this item.

BAT Issues

1. One Unified Negotiated Agreement

BAT has agreed to delay the preparation of a unified agreement until such time as the language in HB1413 pertaining to required items and provisions to be included in collective bargaining agreements is clarified or changed.

2. Revise/Update College Policy/Procedure on Grievances

BAT rescinded this item.

3. Clarify Contract Definitions for 11.25 month and 10-Month Librarian Contract

It was agreed that the 11.25-Month contract would be henceforth referred to as a 12-Month contract to match IPED reporting and would consist of 197 days. The 10-Month Librarian Contract would consist of 176 days. The 9.5-Month Contract would be henceforth referred to as a 9-Month Contract. No change would be required in the current 166 days currently identified for this contract. BOT Policy IV-002.02 will be amended as follows:

It shall be the policy of the Board of Trustees that all full-time College faculty members (excluding Library faculty and any faculty on a 12-month contract which are addressed below) appointed for the academic year shall be on 166 day contracts, wherein 150 days are for instruction, 5 days of orientation prior to the fall semester, 8 days of final exams, 1 day for Commencement, 1 day in the spring semester for staff development, and 1 day in the fall semester as an "office day." The day for staff development (In-Service Day) will be held in the spring and content should be mutually developed by faculty and administration. The "office day" is considered a required work day in the fall semester; however, a faculty member is free to work, grade, etc., at his/her choosing.

For full-time faculty on a 12-month contract, the appointment for the academic year shall be on 197-day contracts, wherein 150 are for instruction, 31 days are for program management, assessment, and/or accreditation needs, 5 days for orientation prior to the fall semester, 8 days for final exams, 1 day for Commencement, 1 day in the spring semester for staff development, and 1 day in the fall semester for an office day.

For full-time Library faculty, the appointment for the academic year shall be on 176-day contracts, wherein 169 days are for instruction, 5 days of orientation prior to fall semester, 1 day for Commencement, and 1 day in the spring semester for staff development.

All full-time faculty are subject to recall for duty on the beginning date specified in their contracts. Assignments covering a longer period of time shall be specified in the contract and require approval of the College President and the Board of Trustees. Faculty are granted such holidays as are designated by the Board of Trustees and included in the College calendar.

4. Revise ATS 10-Month Contract

BAT rescinded this item.

5. Update Promotion/Tenure Policy to Require Bachelor's Degree for CTE Level 4 Faculty

BAT rescinded this item.

6. Ensure On-line Courses Meet the Definition of Distance Education as per Title IV Standards

It was agreed that Board Procedure IV-010 would be revised as per the attached in order to ensure via observation of online courses that communications (Faculty and Students) are regular, substantive, required by course and primarily initiated by Faculty in order to be considered a Distance Education Course by Title IV Standards.

7. Revise Fall Work Day

BAT rescinded this item.

8. Revise Faculty Contract to Allow for Professional Development Day in January

It was agreed that we would move the spring semester faculty in-service day from the March/April

time frame to January after classes have begun. This change will be effective in January, 2021 for the 2020-21 academic year.

9. Set Firm Deadline Dates and Clarify Definition of Tentative Agreement in BOT Procedure IV-009
It was agreed that the BAT Chairperson and the FAT Chairperson would meet regularly to work on details of the revisions to this BOT Procedure.

10. Require Faculty to Submit Mid-Term Grades
It was agreed that Faculty will be required to submit and post in Banner Self-Service, mid-term grades for all students receiving grades of "D" or "F". This change will be effective with the 2018-19 academic year.