COLLECTIVE BARGAINING AGREEMENT (CBA)

between the

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

and the

JEFFERSON COLLEGE NATIONAL EDUCATION ASSOCIATION (JCNEA)

Digitally signed by Daryl

Daryl Gehbauer

Gehbauer
Date: 2023.09.13 09:38:00

Rebecca A. Ellison

Digitally signed by Rebecca A. Date: 2023.09.19 18:13:11

COMMUNITY COLLEGE DISTRICT OF JEFFERSON COUNTY, MISSOURI and the

JEFFERSON COLLEGE NATIONAL EDUCATION ASSOCIATION

STATEMENT OF UNDERSTANDINGS

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TITLE Collective Bargaining Agreement (CBA): Established

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

It is the mutual belief of the Trustees, the Administration, and the Jefferson College National Education Association (JCNEA) that good faith discussion is a sound means to express a joint desire to continue to provide quality education, to maintain high standards of academic excellence, and to ensure accountability, while giving legitimate expression and effect to proper concerns of the faculty.

It shall be the policy of the Board of Trustees that the Jefferson College National Education Association (hereinafter referred to as JCNEA) be recognized as the bargaining representative for full-time faculty on matters of salaries, and terms and conditions of employment to the extent permitted by Missouri statutes.

Further, the Board of Trustees directs that the President of the College or their designee shall cause to be developed a process, in consultation with members of the JCNEA, Administration, and Trustees, that shall result in an addendum to this CBA in a style format consistent with current Board policies and procedures.

AGREEMENT # *I-001.02 (Page 1 of 1)*

TITLE Statement of Understanding: Established as Contract

TYPE Negotiations

APPROVED September 13, 2012

AGREEMENT

It was agreed that our Statements of Understanding are a contract.

AGREEMENT # I-002 (Page 1 of 1)
TITLE Composition of Teams

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

The Board of Trustees/Administration team (hereinafter referred to as the Board team) shall be chosen by the Board of Trustees and shall be comprised of four (4) voting members, two (2) of which may be trustees, and one (1) non-voting advisor of their choice. The Board shall appoint the chair of its negotiations team.

The JCNEA team shall be chosen by the recognized representative (president or designee) and shall be comprised of four (4) full-time faculty voting members, and one non-voting JCNEA advisor. The president of the faculty JCNEA shall appoint the members of the negotiations team and its chair.

The Board negotiations team and the JCNEA negotiations team shall mutually agree on calling meetings, times of those meetings, and places for such meetings.

AGREEMENT # *I-003.01 (Page 1 of 1)*

TITLE Recognition of Representative

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

Since it is the desire of the Board of Trustees to maintain channels of communication with members of the full-time faculty, the Board of Trustees recognizes JCNEA for the purpose of being the bargaining representative for the full-time faculty in negotiations. The JCNEA shall certify its continued majority status by October 1 of each year either by membership or election to the Board of Trustees.

The practice of conducting these discussions with the bargaining representative does not preclude the right of faculty members to be heard during regular sessions of the Board of Trustees.

In order to change the bargaining representative for the full-time faculty, any group of full-time teaching faculty may present to the Board of Trustees or their designees during the month of September, petitions representing at least 30% of the defined unit requesting that an election be held by the college to determine the bargaining representative.

The College shall then advertise and conduct an unbiased election, which shall be held prior to October 15. The ballot shall reflect the following as choices: the current bargaining representative, the group to be named by the petitioners, and none or neither. The ballot choice that receives the majority will be recognized as the bargaining representative of the full-time faculty.

AGREEMENT # I-003.02 (Page 1 of 2)
TITLE Recognition of JCNEA

TYPE Negotiations APPROVED June 12, 2001

AGREEMENT

Pursuant to Board Policy No. IV.009 "The Jefferson College National Education Association is recognized as the bargaining representative for full-time faculty on matters of salaries, terms, and conditions of employment to the extent permitted by the Missouri statutes." The Board has further directed the President of the College or their designee to develop a Statement of Understanding in a style format consistent with current Board policies and procedures.

The following is provided as clarification:

- The Board of Trustees agenda and pertinent public documents will be provided to the JCNEA, through its President or designee, prior to Board meetings.
- Two (2) days leave will be available annually to no more than four (4) members of JCNEA to participate in NEA conferences or related activities. Request for said leave will be submitted by the Executive Board of the JCNEA to the Vice President of Academic Affairs no later than 30 days prior to the conference or related activity. As with all leave, it will be granted subject to approval of the appropriate supervisors (see Board Policy No. II.011.10). The supervisor in this instance would be the appropriate dean and the Vice President of Academic Affairs. No College expense will be incurred and all necessary arrangements within the division must be completed prior to approval of the leave request.
- During annual orientation, the JCNEA activities may be listed in the schedule of activities provided the times do not conflict with scheduled College activities.
- Professional Development Days (formerly referred to as in-service days) were negotiated as part of the Statement of Understandings in 1998, which states that the agenda "content should be mutually developed by faculty and administration." This is still the case. The Board does not wish to discriminate against any ideas brought forth which would enhance Faculty development. It was the intent of the BAT team in 1998 to utilize Professional Development Days for training in College-wide issues (e.g. Banner training, Gateway Consortium training, diversity, sexual harassment training, computer literacy, etc.).
- The Board has recognized that the JCNEA and its members will not be discriminated against in the use of College campus facilities and equipment, provided such use is within existing Board policy and procedures. The JCNEA may schedule use of campus buildings and facilities at reasonable times when such facilities are not otherwise in use.

I-003.02 (Page 2 of 2) Recognition of JCNEA

Authorized representatives of the JCNEA are permitted to transact JCNEA activities on College property, at reasonable times, provided the business of the College is not disrupted.

- The Board recognizes the JCNEA to post official notices and other matters relating to the JCNEA on College bulletin boards that are currently in use throughout the campus for such purposes. As with all notices, the JCNEA must adhere to current policies regarding any application procedures. In order to facilitate continued good relations, the JCNEA may use the College campus mail, faculty mailboxes and email for appropriate communications, provided such use does not conflict with current Board policy and procedures. JCNEA minutes may also be placed on the e-mail bulletin board in the same manner as other internal organization minutes. The Board recognizes the uniqueness of the JCNEA and cautions such use as it relates to Board Policy II-008.
- Since the Board has recognized the JCNEA as the bargaining representative of the full time faculty in Board Policy IV-009, service on the JCNEA FAT negotiating team and service on the JCNEA Executive Board will qualify as Institutional Service for criteria for Professional Growth and Service of the Faculty Professional Development and Service System. The JCNEA Executive Board members are limited, under this agreement, to those positions depicted under Article V, Section I, of the JCNEA Bylaws as of March 1, 2001, plus one at-large member from the ATS faculty. This totals 12 individuals. This will clarify the asterisk in the Board Procedures referring to the Statement of Understandings dated June 11, 1998.
- Each Board agenda provides time for public comment. The JCNEA, as any group or citizen, may address the Board at that time. Current Board Policy (Section I-008) also has provisions for recognition of non-Board members to address the Board at any meeting.

AGREEMENT # I-004 (Page 1 of 1)
TITLE Scope of Negotiations

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

The recognized representative for the full-time faculty will meet with the appointed Board team to negotiate and arrive at agreement on matters concerning the salaries, fringe benefits, terms and conditions of employment.

AGREEMENT # *I-005* (*Page 1 of 1*)

TITLE Pre-negotiations Meeting

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

Prior to December 1 of each year, a meeting shall be held to exchange issues/proposals (limited to 10) for negotiations for the current year. Clarification and questions will be part of this meeting. The schedule for beginning actual negotiations will be set so that the first meeting will take place as soon as possible after the 2nd semester begins and not later than February 1.* Meeting site, date and time for this and all other meetings must be mutually agreed to by both teams. Other guidelines and ground rules will be discussed and mutually agreed to at this preliminary meeting. It shall be agreed that both parties have the right to have closed meetings with their constituencies in preparation for negotiations. Documents and materials exchanged at pre-negotiations meetings shall be rendered as non-confidential, subject to any limitations of federal or state laws, and shall be made available in the office of the Secretary of the Board.

Approved by the Board of Trustees, on the 13th day of June, 1998. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

*June 11, 2015 update: It was agreed that the VP of Finance & Administration will update Board Procedure IV-009, Recognition of Faculty JCNEA, to include the following:

• A pre-negotiation meeting will be held not later than the Tuesday before Thanksgiving.

AGREEMENT # 1-006 (Page 1 of 1)
TITLE Negotiations Sessions

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

At the first actual negotiations session, which will be scheduled at the pre-negotiations meeting, other sessions shall be scheduled as needed for resolution of issues, with no less than one (1) meeting each month. These meetings shall be open to the constituencies of both teams and their consultants.

AGREEMENT # I-007 (Page 1 of 1)
TITLE Tentative Agreement

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

It is intended that a Statement of Understandings (and in subsequent years, the revisions) tentatively agreed to by both teams shall be finalized as soon as possible, with an approximate target date of *May 1** of each year. Both parties recognize that a comprehensive Statement of Understanding agreeable to both parties cannot be completed by April 15, 1997; however, good faith efforts shall be undertaken to have ratified such a comprehensive Statement of Understandings by April 15, 1998, to become effective upon adoption by the Board of Trustees for the 1998-99 contract year.**

Approved by the Board of Trustees, on the 13th day of June, 1998. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

*Note: This date, May 1, was approved by the Board of Trustees on June 11, 2015, and supersedes the original date of April 15 in the June 13, 1998, agreement.

**August 8, 2018 update: 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.

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TITLE Ratification

TYPE Negotiations

APPROVED September 12, 2019

AGREEMENT

It was agreed that the following language would be added to Board Procedure IV-009:

The tentatively agreed-upon Statement of Understanding (and in subsequent years, the revisions) shall be presented to the faculty JCNEA for ratification. A majority of the JCNEA membership must ratify the agreement and the results of the membership vote shall be communicated in writing to the Board Administration Team (BAT) Chair by the Faculty Association Team (FAT) Chair. Opportunities shall be afforded all constituent groups to review the final draft of the Statement of Understandings and to submit written comments to the Board through the President of the College. The President of the College shall forward these written comments to the members of the Board and the JCNEA negotiations team chairs. The chair of the Board team is responsible for conveying the final draft of the Statement of Understandings to the President of the College with the signature of both team chairs bearing the date of such signatures. The draft of the Statement of Understandings and the written comments will then be forwarded to the Board of Trustees for consideration. The goal will be to secure Board approval by not later than the June Board of Trustees meeting.

The President of the College shall, as chief executive officer, review the draft of the Statement of Understandings during the same time frame as the constituent groups and make advisory recommendations on its provisions to the Board of Trustees no later than the first reading of the draft Statement of Understandings during a meeting of the Board of Trustees.

Upon adoption of the Statement of Understandings, as ratified by the faculty Association and the Board of Trustees, each policy and procedure shall be deemed as continuing or replacing existing Board policies and procedures pertaining to full-time faculty. Copies of the ratified policies and procedures pertaining to full-time faculty shall be made available to all interested parties in the Office of the Secretary of the Board and shall be titled "Statement of Understandings between the Board of Trustees of the Community College District of Jefferson County, Missouri, and the JCNEA."

Approved by the Board of Trustees, on the 12th day of September, 2019. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 13, 1998.

AGREEMENT # I-009 (Page 1 of 1)
TITLE Impasse Procedure

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

If the Statement of Understandings revisions cannot be tentatively agreed to by both teams by *May 15**, an impasse may be declared by either team by presenting the declaration to the other team in writing, or the teams may jointly agree to seek mediation assistance from the Federal Mediation and Conciliation Service. A declaration of impasse must set forth the issues on which the teams cannot agree. If impasse is declared, then each team shall pick one outside representative. These two representatives shall mutually agree on a third representative who will chair the impasse team. This impasse team shall conduct meetings and hearings to investigate and render proposed resolutions concerning the matters at impasse. The proposed resolutions shall be presented by the impasse team in an open meeting with the Board of Trustees to be used for decision-making. The impasse procedure should be completed within 45 days of the declaration of impasse.

Any and all costs of this procedure will be shared equally between the JCNEA and the Board. An impasse may be declared at an earlier date by mutual written agreement between the JCNEA and the Board team.

The JCNEA shall maintain the right to forego the impasse procedure in exchange for the opportunity to present the unresolved contract issues directly to the Board of Trustees at a regularly scheduled Board meeting.

Approved by the Board of Trustees, on the 13th day of June, 1998. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

*Note: This date, May 15, was approved by the Board of Trustees on June 11, 2015, and supersedes the original date of May 1 in the June 13, 1998, agreement.

AGREEMENT # I-010 (Page 1 of 1)
TITLE On-going Negotiations

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

If there is a question about an item that has been negotiated and agreed to by both parties, the resolution of the question of interpretation will occur in meetings held by mutual agreement between the Board and JCNEA teams. To facilitate this process, items for interpretation clarification shall be identified within sixty (60) days of Statement of Understandings ratification. Once identified, mutually agreed upon meetings shall be called within thirty (30) days to seek resolution. In the event that both parties cannot agree on the interpretation of a negotiated item, the interpretation of the Board of Trustees shall prevail.

AGREEMENT # *I-011* (*Page 1 of 1*)

TITLE JCNEA Constitution and By-Laws

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

The President of the Faculty Association (NEA) shall make available to the President of the College and the Board of Trustees copies of its constitution and by-laws.

AGREEMENT # *I-012.01 (Page 1 of 1)*

TITLE Ground Rules for the Meet-and-Confer Process at Jefferson

College: Overriding Principles

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

Overriding Principles:

- 1. Consistent with the language adopted by the Board of Trustees pursuant to the recognition of the Faculty Association, both parties agree to establish teams charged to engage in good faith dialogue and negotiations for the express purpose of developing a Statement of Understanding on all policy and procedure matters pertaining to the full-time faculty.
- 2. Each respective team shall by the party it represents be empowered to develop proposals, counter-proposals, and to reach tentative agreements which ultimately shall be presented to the Faculty Association (NEA membership) and the full-time faculty at-large for ratification, then forwarded to the Board of Trustees for its consideration and ratification. Upon final ratification, chairs from both teams shall sign and date the agreement. Original signed and dated documents shall be made available to both parties.
- 3. Reasonable requests for information/data from one team shall be honored by the other to the extent possible. In the event that difficulties may arise in producing requested information, the team chair shall communicate to the requesting team chair the specific nature of the problem, as well as a proposed remedy. All requests for information shall be forwarded through team chairs.
- 4. New or modified Board policies and procedures must be in Board of Trustees policy/procedure style format as per policy. Negotiated items must be so identified in Board of Trustees <u>Policy and Procedure Manuals</u>. All negotiated items shall remain in effect until they are re-submitted to the meet-and-confer process for modification.

AGREEMENT # *I-012.02 (Page 1 of 1)*

TITLE Ground Rules for the Meet-and-Confer Process at Jefferson

College: Recommended Guidelines Consistent with Board Policy

and Procedure or Widely Accepted Negotiation Standards

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

Recommended guidelines consistent with Board policy and procedure or widely accepted negotiation Standards

- 1. The parties shall meet at reasonable and mutually agreed upon times (for starting and ending) and locations, with preliminary agenda agreed to by both team chairs. The preliminary agenda and proposed ending times may be amended by mutual agreement.
- 2. Sessions shall be taped, initialed and dated by the team chairs or their designees, and archived with the Secretary of the Board.
- 3. Tentative agreements shall be reduced to writing, produced in duplicate, and signed and dated by both team chairs prior to session adjournment. These agreements should also include the proposed agenda for the next scheduled session. It is further recommended that areas of disagreement be identified, where additional information is needed and the potential source(s) of said information. To facilitate each team's need to keep their constituents informed, the team chairs shall sign the "cleaned-up draft" to avoid miscommunication; however, these drafts shall not be made widely available for public circulation until formally approved at the next negotiating session.

AGREEMENT # *I-012.03 (Page 1 of 1)*

TITLE Ground Rules for the Meet-and-Confer Process at Jefferson

College: Off-the-Record Sessions

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

Recommended guidelines consistent with Board policy and procedure or widely accepted negotiation Standards

Off-the-record sessions: Either team chair may request an off-the-record session limited to team members and any consultant relevant to the topics(s) to be discussed, which must be unanimously agreed to by the team members present. No recordings or notes shall be taken during such a session.

AGREEMENT # *I-012.04 (Page 1 of 1)*

TITLE Ground Rules for the Meet-and-Confer Process at Jefferson

College: Caucus

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

Recommended guidelines consistent with Board policy and procedure or widely accepted negotiation Standards

<u>Caucus</u>: Either team chair may request a team caucus at any time during a session. The request shall include an estimated time limit as a courtesy to the other team.

AGREEMENT # *I-012.05 (Page 1 of 1)*

TITLE Ground Rules for the Meet-and-Confer Process at Jefferson

College: Executive Sessions

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

Recommended guidelines consistent with Board policy and procedure or widely accepted negotiation Standards

<u>Executive sessions</u>: Either team chair may request an executive session which must be unanimously agreed to by all team members present. No recording or notes shall be taken during such a session. RSMO 610.021.9 Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups. (Verified by College attorney.)

AGREEMENT # *I-012.06 (Page 1 of 1)*

TITLE Ground Rules for the Meet-and-Confer Process at Jefferson

College: Role of Consultants or Experts

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

Recommended guidelines consistent with Board policy and procedure or widely accepted negotiation Standards

Role of consultants or experts: Either party may access expertise for advice or for presentation/analysis of data/information. The party utilizing the consultant shall bear any and all expenses incurred. Consistent with the principle of good faith, it is understood that the proposed agenda will clearly state the appearance of a consultant/expert.

AGREEMENT # *I-012.07 (Page 1 of 1)*

TITLE Ground Rules for the Meet-and-Confer Process at Jefferson

College: Recommended Methodology

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

Recommended guidelines consistent with Board policy and procedure or widely accepted negotiation Standards

<u>Recommended Methodology</u>: Negotiate each item and attach estimated fiscal notes where appropriate. As budget numbers become more certain, each item's fiscal impact may need to be revisited and/or priorities may need to be revisited. Agreements on single items shall be regarded as tentative pending full agreement and ratification of all items.

AGREEMENT # *I-012.08 (Page 1 of 1)*

TITLE Ground Rules for the Meet-and-Confer Process at Jefferson

College: Statement of Understandings

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

Recommended guidelines consistent with Board policy and procedure or widely accepted negotiation Standards

Statement of Understandings: The team chairs shall propose a recommended format for the Statement of Understandings, which shall include at a minimum the following:

- Style
- Content
- Existing policies, procedures, and practices (?)
- New negotiated items
- Spaces for appropriate signatures and dates
- Evidence of legal review
- Disclaimer (in the event of discrepancy between the Statement of Understandings and <u>Board Policy or Procedures Manuals</u>, the latter shall obtain)

The goal is produce language precise and concise enough to be grievance-proof in terms of interpretation of intent and meaning (as opposed to application).

AGREEMENT # *I-012.09 (Page 1 of 1)*

TITLE Ground Rules for the Meet-and-Confer Process at Jefferson

College: Target Date to Conclude Meet and Confer Process

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

Recommended guidelines consistent with Board policy and procedure or widely accepted negotiation standards.

<u>Target date to conclude meet-and-confer process</u>: To encourage timely negotiations, it is recommended that a target date be established for completing negotiations. The ultimate goal will be to secure Board Approval of the MOU by not later than the June Board Meeting.*

Approved by the Board of Trustees, on the 13th day of June, 1998. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

*Note: The June date and sentence language were approved by the Board of Trustees on June 11, 2015, and supersede the original date of April 20, 1998, and corresponding sentence language in the June 13, 1998, agreement.

AGREEMENT # *I-012.10 (Page 1 of 1)*

TITLE Ground Rules for the Meet-and-Confer Process at Jefferson

College: Impasse

TYPE Negotiations APPROVED June 13, 1998

AGREEMENT

Recommended guidelines consistent with Board policy and procedure or widely accepted negotiation Standards.

<u>Impasse</u>: In the event the parties are unable to reach agreement on the items under discussion, either party may declare an impasse and the Board procedure regarding impasse shall be initiated.

AGREEMENT # *I-013.01 (Page 1 of 1)*

TITLE Implementation of Negotiated Items: Posting

TYPE Negotiations APPROVED June 11, 2015

AGREEMENT

It was agreed that all BAT-FAT MOUs would be posted on the Employee Tab of MyJeffco prior to the start of the 2015-2016 Academic Year.

Approved by the Board of Trustees, on the 11th day of June, 2015. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on July 17, 2014.

AGREEMENT # *I-013.02 (Page 1 of 1)*

TITLE Implementation of Negotiated Items: Unresolved Items

TYPE Negotiations APPROVED July 13, 2017

AGREEMENT

<u>Specific Dates and Times for Negotiated Items</u>: It was agreed that BAT will review a list to be supplied by FAT of any unresolved items from prior BAT-FAT Statements of Understanding and ensure that all such items are brought to resolution in a timely manner. In the future, best efforts will be put forth by all parties to resolve open items by agreed-upon deadlines or to provide required deadline revision in advance of the expiration of the original deadline.

AGREEMENT # *I-014* (*Page 1 of 1*)

TITLE On-Going, Year-Round Committee

TYPE Negotiations APPROVED June 11, 2015

AGREEMENT

Standing BAT-FAT Committee

It was agreed that faculty and administration will attempt to resolve all issues through the chain of command. After the chain of command has been exhausted, and the issue remains unresolved, an informal meeting between the heads of BAT and FAT, not more than once per month, can be held to determine if other avenues are available for resolution or whether the item will have to be resolved through the formal BAT-FAT negotiation process.

Approved by the Board of Trustees, on the 11th day of June, 2015. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on September 13, 2012.

AGREEMENT # *I-015* (*Page 1 of 1*)

TITLE One Unified, Negotiated Agreement

TYPE Negotiations

APPROVED September 12, 2019

AGREEMENT

It was agreed that FAT would work with BAT to prepare a single, consolidated document that incorporates the original BAT-FAT Statement of Understandings and subsequent agreements since then. The goal for such a document to be completed is May 2020. The updated CBA will contain the six mandatory provisions contained in Revised Missouri Statute 105.585. BAT agrees that if any of the mandatory provisions of Revised Missouri State 105.585 are modified or repealed by legislative action, or are held to be invalid or unenforceable by a final ruling of a court of competent jurisdiction, the provision or provisions shall be null and void in the CBA while the remainder of the CBA shall remain in full force and effect.

Approved by the Board of Trustees, on the 12th day of September, 2019. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on August 23, 2018.

AGREEMENT # *I-015.01* (*Page 1 of 1*)

TITLE One Unified, Negotiated Agreement

TYPE Negotiations APPROVED July 23, 2020

AGREEMENT

Consolidated CBA

It was agreed that a consolidated CBA shall be reviewed and approved by both parties with May 2021 as the goal for completion.

Approved by the Board of Trustees, on the 23rd day of July, 2020. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *I-015.02 (Page 1 of 1)*

TITLE One Unified, Negotiated Agreement

TYPE Negotiations APPROVED July 23, 2020

AGREEMENT

It was agreed that the next Collective Bargaining Agreement (CBA), subsequent to the current year, shall be effective July 1, 2021-June 30, 2024. All subsequent CBAs shall be three-year agreements with annual reopeners for issues related to compensation and/or benefits, or working conditions (maximum of three issues, no multi-part issues). The teams shall commence bargaining by the end of January each year.

In addition, a standing Association-Employer Council will be created and meet according to mutually agreed upon guidelines. The purpose of the Council will be a collaboration to minimize and/or resolve misunderstandings that may arise from time to time regarding the interpretation and application of the agreement. The Association team will consist of two Association members appointed by the JCNEA president. The Employer team will consist of two Administrators including the HR Director and one Instruction Division representative appointed by the College President. The first meeting of the Council will occur by October 15 each year.

Approved by the Board of Trustees, on the 23rd day of July, 2020. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *I-015.03 (Page 1 of 1)*

TITLE One Unified, Negotiated Agreement/Forms

TYPE Negotiations APPROVED July 23, 2020

AGREEMENT

It was agreed that the Faculty Performance Review form will be included in the CBA. The following forms will be made available online:

- Grievance Form
- Request to Address the Board of Trustees
- External Employment
- Sabbatical Leave Request
- Tuition Reimbursement
- Student Evaluation Form

If Military Leave at some point requires a specific form in addition to email notification, such form shall also be posted online for easy access by faculty.

Approved by the Board of Trustees, on the 23rd day of September, 2020. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # II-001.01 (Page 1 of 1)
TITLE Faculty Salary: Raises

TYPE Benefits/Compensation APPROVED August 23, 2018

AGREEMENT

Faculty Salary Compensation (Raise)

BAT agreed to recommend a 1.5% raise to the Board of Trustees for the 2018-19 Academic Year.

Approved by the Board of Trustees, on the 23rd day of August, 2018. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 13, 1998; September 20, 1999; May 15, 2008; June 14, 2011; September 13, 2012; August 15, 2013; July 17, 2014; and June 11, 2015

AGREEMENT # *II-001.02 (Page 1 of 1)*

TITLE Faculty Salary: Lab Compensation

TYPE Benefits/Compensation

APPROVED June 9, 2016

AGREEMENT

It was agreed that effective August 2016 Lab Compensation for full-time Faculty will increase from .625 to .65. Further increases to Lab Compensation up to a maximum of .75 will be reviewed in future years as budget permits.

2020 - It was agreed that lab compensation will be increased to .675 starting in fall, 2021 if the estimated Unrestricted Reserve Balance exceeds the projected 2020-2021 budget approved by the Board of Trustees.

2021 - It was agreed that the rate for lab compensation will be increase by increments of .025 as follows: Rate .70 in Fall 2022, .725 in Fall 2023 and .75 in Fall 2024. In the event the unrestricted reserve balance is less than 15% of the unrestricted revenues, the parties will negotiate.

Approved by the Board of Trustees, on the 9th day of June, 2016. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 17, 2010; September 13, 2012; July 17, 2014; July 23, 2020 and June 10, 2021.

AGREEMENT # *II-001.03 (Page 1 of 1)*

TITLE Faculty Salary: ATS Faculty

TYPE Benefits/Compensation

APPROVED June 13, 1998

AGREEMENT

BAT desires to address the AVS situation as a part of the overall contract and compensation recommendations this year. As the committee proceeds with its work, if it is determined that the change cannot be completed this year, the compensation for AVS faculty will increase due to the change in overload per half-day session from 1 to 1.5 credit hours, and for full day sessions from 2 to 3 credit hours at the new overload rates tiered by academic rank (see page 7).

Approved by the Board of Trustees, on the 13th day of June, 1998. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *II-001.04 (Page 1 of 1)*

TITLE Faculty Salary: Adjunct Assignments

TYPE Benefits/Compensation

APPROVED June 13, 1998

AGREEMENT

Adjunct teaching assignments shall not exceed six (6) hours per semester. Adjunct faculty assignments for the school year are as follows:

\$485.00 per credit hour First Term Adjunct Faculty

\$540.00 per credit hour Returning Adjunct Faculty

Approved by the Board of Trustees, on the 13th day of June, 1998. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *II-001.05 (Page 1 of 1)*

TITLE Faculty Salary: Special Appointments/Compensation

TYPE Benefits/Compensation

APPROVED July 13, 2017

AGREEMENT

It was agreed that effective with the fall, 2018 semester, Faculty who volunteer to perform evaluations of Adjunct Faculty will be paid a stipend of \$50 per evaluation. No other changes in the Adjunct Evaluation process are being suggested.

Approved by the Board of Trustees, on the 13th day of July, 2017. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 13, 1998, September 20, 1999, and June 11, 2015

AGREEMENT # *II-001.06 (Page 1 of 1)*

TITLE Faculty Salary: Fine for Non-Fulfillment of Contract

TYPE Benefits/Compensation

APPROVED July 13, 2017

AGREEMENT

It was agreed that Board Policy IV-007, Conditions of Employment-Resignation of Faculty, would be amended to set a fine of \$500 for Faculty who provide a minimum of 30 calendar days' notice and receive a release from their contractual obligations at the completion of the fall semester. Faculty who receive a release from their contractual obligations at a time that does not coincide with semester break will be fined \$1,000. Further a Faculty member who abandons their contractual obligations is responsible for the \$1,000 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).

Approved by the Board of Trustees, on the 13th day of July, 2017. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *II-001.07 (Page 1 of 1)*

TITLE Faculty Salary: Salary Compression

TYPE Benefits/Compensation

APPROVED July 13, 2017

AGREEMENT

It was agreed that four Faculty members, hired in 2008, have current salaries that have been compressed due to the College not approving raises in 2009-2010. As such, BAT has computed the salary increases that take into account raises that would have occurred had the Faculty members received 2% cost of living increases in 2009-2010. Pending ratification of this Statement of Understanding, these salary increases will be presented to the Board of Trustees for approval in July, 2017 to take effect at the start of the fall, 2017 semester. BAT will review seven additional Faculty identified by FAT to determine if circumstances warrant additional salary adjustment.

Approved by the Board of Trustees, on the 13th day of July, 2017. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on April 14, 2004; July 17, 2014; and June 9, 2016.

AGREEMENT # *II-001.08 (Page 1 of 1)*

TITLE Faculty Salary: Compensation/Classification Review

TYPE Benefits/Compensation APPROVED August 23, 2018

AGREEMENT

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.

Approved by the Board of Trustees, on the 23rd day of August, 2018. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 13, 1998; June 11, 2015; and July 13, 2017

AGREEMENT # *II-001.09 (Page 1 of 1)*

TITLE Faculty Salary: Course Development Compensation

TYPE Benefits/Compensation

APPROVED June 11, 2015

AGREEMENT

Regarding payment for course development, it was agreed that for Customized Training courses, Tasha Welsh would confirm whether or not these are currently being compensated on an hourly basis. If so, faculty would be paid for all time spent, including course development. The course development payment process for credit courses at the College would remain as it is currently practiced.

Approved by the Board of Trustees, on the 11th day of June, 2015. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *II-001.10 (Page 1 of 1)*

TITLE Faculty Salary: Nursing Clinical Compensation

TYPE Benefits/Compensation

APPROVED July 17, 2014

AGREEMENT

It was agreed that the Vice-President of Instruction will work with the Director of Nursing and Nursing faculty to develop a process to review clinical compensation. The process developed by the Vice-President of Instruction was designed to address issues associated with lab courses only, not internships, practicum, or clinicals. Additional research will need to be done to determine the optimal model for non-lab course compensation adjustments.

Approved by the Board of Trustees, on the 17th day of July, 2014. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *II-001.11 (Page 1 of 1)*

TITLE Faculty Salary: Master's Degree, Acquisition

TYPE Benefits/Compensation

APPROVED July 17, 2014

AGREEMENT

It was agreed that the individuals who were hired under the current policy will have an additional \$500 added to their annual salary, and the policy will then be retired.

Approved by the Board of Trustees, on the 17th day of July, 2014. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *II-001.12 (Page 1 of 1)*

TITLE Faculty Salary: Update Schedule

TYPE Benefits/Compensation

APPROVED July 23, 2020

AGREEMENT

It was agreed that adjusting faculty salaries to the amounts listed on the faculty salary schedule will be a priority in budget decisions; the goal will be to ensure that faculty salaries are adjusted as soon as possible. It is still our desire to maintain the original 5-year timeframe, but given current financial conditions and the uncertainty of future state funding or enrollment trends, we cannot guarantee this will happen.

Both parties acknowledge the requirements stipulated in Missouri Revised Statute 105.585, Paragraph 6, which was incorporated into the MOU agreed to between the JCNEA and the Jefferson College Administration and signed on September 3, 2019. The provision reads as follows:

"Every labor agreement shall include a provision stating that in the event of a budget shortfall, the public body shall have the right to require the modification of the economic terms of any labor agreement. Every labor agreement shall also state that if the public body deems it necessary to modify, upon good cause, the economic terms of any labor agreement, the public body shall so notify the labor organization and shall provide a period of thirty days during which the public body and the labor organization shall bargain over any necessary adjustments to the economic terms of the agreement. The labor agreement shall state that if, at the end of the thirty-day period, the parties have been unable to agree upon modifications that meet the public body's requirements, the public body shall have the right, upon good cause, to make necessary adjustments on its own authority."

Approved by the Board of Trustees, on the 23rd day of July, 2020. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *II-001.13 (Page 1 of 1)*

TITLE Faculty Salary: Online Course Certification

TYPE Benefits/Compensation

APPROVED June 10, 2021

AGREEMENT

It was agreed that all faculty will complete an introductory training course focused on the primary features of the College's learning management system (LMS). This beginning training will include learning modules on the following capabilities: gradebook, communication, and assignment/assessment features.

Faculty who have completed the current training course "Growing in Canvas," or who provide documentation of having taken a similar course at another college are exempt.

The existing Online Faculty Certification course will continued to be required for all new faculty teaching online or hybrid courses.

Other more advanced LMS training opportunities will be provided by the College for faculty, but will be considered optional.

Approved by the Board of Trustees, on the 10th day of June, 2021. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # II-002.01 (Page 1 of 1)
TITLE Overload: Maximum Load

TYPE Benefits/Compensation

APPROVED June 11, 2015

AGREEMENT

It was agreed that the maximum number of hours would be increased from 52 to 54 and that there would be no increase in the current limits of 24 hours in each of the spring and fall semesters.

Approved by the Board of Trustees, on the 11th day of June, 2015. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on August 15, 2013.

AGREEMENT # *II-002.02 (Page 1 of 2)*

TITLE Overload: Extra Employment Compensation

TYPE Benefits/Compensation APPROVED September 20, 1999

AGREEMENT

1. BAT and FAT agree that full-time faculty members have the right to decline an extra employment (overload) assignment. That is, overloads are "extra opportunity employment assignments" and not overtime.

- 2. BAT supports a fair extra employment wage for full-time faculty as evidenced by the substantive increase that was proposed by BAT last year and that was subsequently agreed to by BAT and FAT. The total additional cost for the increases granted just last year are projected to exceed \$42,000. This is an ongoing additional cost each year. Furthermore, the preponderance of the extra hours taught by full-time faculty are taught by Level IV's. The distribution of our faculty by rank is skewed significantly to the Level IV rank. Last year the Level IV rate was increased by over 18.5%. FAT expresses appreciation to the Board and administration for last year's increase.
- 3. The chart on the next page shows the extra employment rate per credit hour for full-time faculty teaching in the St. Louis SMSA at public two-year community colleges. The extra employment rate per credit hour paid by Jefferson College substantially exceeds the average extra employment rate per credit hour at each level paid by our peer institutions in the St. Louis SMSA. FAT agrees.
- 4. For the years 1999-2000, 2000-2001, and 2001-2002 the rate of pay for the summer session and the rate of pay for extra employment assignments will be increased by a Cost of Living Adjustment (COLA). This COLA will be based upon the increase in the Consumer Price Index All Urban Consumers for the St. Louis, Missouri area (CPI) as published by the U.S. Bureau of Labor Statistics. The COLA for each year will be based upon the CPI for the previous calendar year. The CPI for calendar year 1998 was 1.6%. This increase will take effect beginning with the summer session, 1999.

AGREEMENT # II-002.02 (Page 2 of 2) TITLE Overload: Extra Employment Compensation (cont.)

- 1. The application of the COLA to the rate of pay for the summer session and extra employment pay are not intended to set a precedent for future negotiations. That is, this issue "stands alone" and is not intended to establish a precedent for "pattern negotiations".
- 2. For the next three years proposals/issues for negotiation will be limited as follows:

1999-2000 negotiations for 2000-2001 – No items 2000-2001 negotiations for 2001-2002 – One item 2001-2002 negotiations for 2002-2003 – One item

Approved by the Board of Trustees, on the 20th day of September, 1999. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 13, 1998.

AGREEMENT # *II-002.03 (Page 1 of 1)*

TITLE Overload: Area Technical School Assignments

TYPE Benefits/Compensation

APPROVED June 13, 1998

AGREEMENT

Effective with the Fall 1998 semester for full-time faculty with extra employment assignments in the Area Technical School program, overload per one-half day session shall be 1.5 credit hours; for full day sessions, 3 credit hours.

Approved by the Board of Trustees, on the 13th day of June, 1998. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *II-003.01 (Page 1 of 1)*

TITLE Benefits: Health/Dental Insurance

TYPE Benefits/Compensation APPROVED September 12, 2019

AGREEMENT

It was agreed that the College will work with their new medical insurance broker, J. W. Terrill, to include an increase in the current \$1,000 dental maximum as part of the upcoming insurance bid process commencing with the January 1,2020, claims year.

Approved by the Board of Trustees, on the 12th day of September, 2019. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 9, 2016.

AGREEMENT # *II-003.02 (Page 1 of 1)*

TITLE Benefits: Health Savings Account

TYPE Benefits/Compensation APPROVED September 20, 1999

AGREEMENT

Points of Agreement:

- 1. A "good faith" effort will be put forth by the Board of Trustees and the Administration to implement the expanded Section 125 Plan coincident with the beginning of the next calendar year (January 1, 2000). A "good faith" effort is understood to not be a guarantee.
- 2. A tentative schedule will be developed and accompany this proposal when presented to the Board of Trustees that will outline the tasks necessary to implement the expanded plan on January 1, 2000.
- 3. If an expanded plan is implemented, it would be available to all employees of the College.

Approved by the Board of Trustees, on the 20th day of September, 1999. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # II-003.03 (Page 1 of 1)
TITLE Benefits: Personal Leave

TYPE Benefits/Compensation

APPROVED June 9, 2016

AGREEMENT

It was agreed that Faculty will be allowed to roll over an additional 3 personal days each year (limited to no more than 6 outstanding days at any one time). In addition, Faculty will be allowed up to 3 personal days each year to roll into and accumulate as sick pay (see attached revision to Policy II-011.07).

Approved by the Board of Trustees, on the 9th day of June, 2016. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on August 15, 2013.

AGREEMENT # *II-003.03.01 (Page 1 of 1)*

TITLE Benefits: Terms of Conditions of Employment: Part A, Create

policy guidelines that make clear that faculty should not have to take a half day of leave for things like missing one meeting.

TYPE Benefits/Compensation

APPROVED July 23, 2020

AGREEMENT

It was agreed that The Dean of Instruction's draft memo to supervisors ("Faculty Personal Leave Policy Guidance") will be updated as a final copy, distributed to all faculty and their supervisors, and included in the CBA as an addendum.

Approved by the Board of Trustees, on the 23rd day of July 2020. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # II-003.04 (Page 1 of 1)
TITLE Benefits: Sick Leave

TYPE Benefits/Compensation

APPROVED August 23, 2018

AGREEMENT

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.

Approved by the Board of Trustees, on the 23rd day of August, 2018. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 14, 2011; and September 13, 2012

AGREEMENT # *II-003.05 (Page 1 of 1)*

TITLE Benefits: Bereavement Leave

TYPE Benefits/Compensation

APPROVED August 15, 2013

AGREEMENT

Both teams agree to this item. Bereavement leave of 5 days will be allowed for the employee's immediate family for whom the employee is responsible or any person for whom the employee is the legal guardian.

Approved by the Board of Trustees, on the 15th day of August, 2013. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # II-003.06 (Page 1 of 1)
TITLE Benefits: Tuition Waiver

TYPE Benefits/Compensation

APPROVED June 9, 2016

AGREEMENT

It was agreed that tuition will be waived for employees and their dependents prior to the application of any non-tuition specific federal or state need-based financial aid (e.g. Pell and Access Missouri), effective with courses taken in fall 2017. The total amount of tuition to be waived will be limited to the amount budgeted annually for that waiver (currently at \$50,000 for dependents and \$15,000 for employees). The budgeted amount will be reviewed annually by the Business Office based on actual application of the policy. Any further reductions in the budgeted amount will be negotiated with the BAT-FAT Committee prior to implementing.

Approved by the Board of Trustees, on the 9th day of June, 2016. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 14, 2011 and June 11, 2015.

AGREEMENT # *II-003.07 (Page 1 of 1)*

TITLE Benefits: Tuition Reimbursement

TYPE Benefits/Compensation

APPROVED August 23, 2018

AGREEMENT

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).

Approved by the Board of Trustees, on the 23rd day of August, 2018. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *II-003.08 (Page 1 of 1)*

TITLE Benefits: Travel Reimbursement

TYPE Benefits/Compensation

APPROVED July 13, 2017

AGREEMENT

It was agreed that employees will be reimbursed for driving personal cars on College business trips, if the cost of personal car usage is not more than \$50 greater than the cost of the Enterprise Rental as determined by the Enterprise Rental vs. Driving Personal Car Calculator on MyJeffco. The College Procurement Policies and Procedures will be amended to reflect this change and presented to the PLC and constituent groups in September, 2017 prior to submitting for Board of Trustees approval.

Approved by the Board of Trustees, on the 13th day of July, 2017. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *II-003.09 (Page 1 of 1)*

TITLE Benefits: Time-off Increments

TYPE Benefits/Compensation APPROVED September 13, 2012

AGREEMENT

Full day or half-day will be allowed for all time off. No smaller increments will be allowed. FAT agrees to the policy revision for the half-day increment.

Approved by the Board of Trustees, on the 13th day of September, 2012. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *II-003.10 (Page 1 of 1)*

TITLE Benefits: Lower Insurance Costs

TYPE Benefits/Compensation

APPROVED June 10, 2021

AGREEMENT

It was agreed that we share a common goal in trying to reduce the cost of insurance for our employees and their families. We are currently working with our insurance broker, JW Terrill, to determine the feasibility of an insurance consortium with at least two other community colleges, East Central and Mineral Area and have agreed to continue exploring the consortium, initially with non-medical lines of business as a test case-dental, vision, life insurance and Long Term Disability.

January 1, 2021, was the beginning of our third and final year of the current agreement with Cigna. As such, we will be going out to bid for our medical insurance to be effective January 1, 2022.

Approved by the Board of Trustees, on the 10th day of June 2021. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *III-001.01 (Page 1 of 1)*

TITLE Promotion/Professional Development, Regular

TYPE Contracts
APPROVED July 13, 2017

AGREEMENT

It was agreed that the VP of Instruction will meet with the FAT between September 2017-0ctober 2017 in an effort to finalize the document, "Faculty Employment Expectations and Promotions" (Board Procedure IV-006.02) to provide necessary clarity and consistency. The intent would be to have the document ready for BAT-FAT discussion starting in November 2017 and for implementation in the Fall 2018 semester. It was further agreed that for Level IV of the Industry-Certified promotion structure, a Bachelor's degree would not be required.

Approved by the Board of Trustees, on the 13th day of July, 2017. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 13, 1998; September 20, 1999; May 15, 2008; April 16, 2009; and September 13, 2012.

AGREEMENT # III-001.02 (Page 1 of 1)
TITLE Promotion, Library Faculty

TYPE Contracts

APPROVED September 3, 2019

AGREEMENT

The attached memorandum from Dr. Caron Daugherty dated May 2, 2019 outlines the additional details related to the two Library Faculty positions. The recommendations were tentatively agreed to on May 14, 2019. The agreement is hereby incorporated into the current MOU for final approval.

Approved by the Board of Trustees, on the 3rd day of September, 2019. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on August 23, 2018.

AGREEMENT # III-002 (Page 1 of 1)

TITLE Continuing Appointment (Tenure)

TYPE Contracts

APPROVED June 13, 1998

AGREEMENT

To be tenured, the faculty member must have demonstrated satisfactory progress toward completion of an approved plan for promotion in rank.

Approved by the Board of Trustees, on the 13th day of June, 1998. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # III-003 (Page 1 of 1)

TITLE ATS Faculty, Academic Rank

TYPE Contracts

APPROVED June 14, 2011

AGREEMENT

ATS will have the same titles as all other faculty on campus.

Approved by the Board of Trustees, on the 14th day of June, 2011. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # III-004 (Page 1 of 1)
TITLE Contracts: Regular

TYPE Contracts

APPROVED September 12, 2019

AGREEMENT

It was agreed that Board Procedures IV-001.02 and IV-006.02 would be revised to ensure consistency of faculty contractual obligations as per the versions submitted to FAT on June 4, 2019 (See Attached).

Approved by the Board of Trustees, on the 12th day of September, 2019. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 13, 1998, and August 23, 2018.

AGREEMENT # III-004.01 (Page 1 of 1)

TITLE Contracts: ATS

TYPE Contracts

APPROVED June 13, 1998

AGREEMENT

The Board/Administrative Team (BAT) and the Faculty Association Team (FAT) have agreed in principle to 181 contract days which is subject to change pending the recommendations of the Interim Committee.

The Interim Committee shall address the charges contained in the BAT: Area Technical School (ATS) Compensation and Contract and complete its work by November 19, 1998.

BAT: ATS Compensation and Contract

If the rate for overload compensation increases, ATS faculty (high school and dual enrollment college) will experience increases.

BAT is increasingly concerned that the complexity of ATS compensation merits special attention. Further, it seems that a separate contract for ATS may be needed to assure equity. Consequently, BAT proposes that a smaller committee, with representatives of BAT and FAT or their designees, work directly with Dean Thoendel and Joe White to bring forward a proposal for both teams to discuss and evaluate. The charge to this subcommittee would be to address at least the following issues:

- 1. Similarities/differences of work week expectation of ATS and College faculty, i.e., differentials in duties, intensity of work, hours committed to instruction, other required hours, extra days, challenges of dealing with at-risk students, etc.
- 2. Are current overload awards appropriate? If not, what specific adjustments are recommended and what is the basis of the recommendations?
- 3. Compensation for shifts and extra calendar days (the latter would include College faculty as well).
- 4. Outline proposal for a separate ATS contract with days specified, work day specified, compensation recommendation (hold harmless provision applies here), duties, etc. Current criteria might be applied to establish a base salary schedule which then might be separated from overload complications.
- 5. Recommendations regarding rank and Professional Development System (PDS) for ATS faculty.
- 6. Other issues that may emerge as subcommittee deliberates.

Approved by the Board of Trustees, on the 13th day of June, 1998. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # III-004.02 (Page 1 of 1)
TITLE Contracts: Library Faculty

TYPE Contracts

APPROVED August 23, 2018

AGREEMENT

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 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 their 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.

Approved by the Board of Trustees, on the 23rd day of August, 2018. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # III-004-03 (Page 1 of 1)
TITLE Contracts: MOACTE

TYPE Contracts

APPROVED August 15, 2013

AGREEMENT

MOACTE conference counted as contract days.

Contingent upon Perkins funding availability and last dates of attendance of ATS students each year, ATS faculty who attend the MOACTE conference may use the number of days of conference participation and deduct those days from their end of term spring contract days that occur after high school students have completed their semester. MOACTE attendance days will be forfeited in the event that high school student attendance extends into the specified spring contract days or Perkins funding is unavailable to financially support the conference. These days are not eligible for a "pay out" in any manner (i.e. an employee attends the conference and then leaves College employment prior to the end of the school year). Further review of this item will be facilitated two years following its implementation.

Approved by the Board of Trustees, on the 15th day of August, 2013. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *III-004.04 (Page 1 of 1)*

TITLE Contracts: Overload Contract/Sick Leave

TYPE Contracts

APPROVED September 13, 2012

AGREEMENT

BAT and FAT have agreed to modify faculty overload contracts so that if an illness or other leave require that an adjunct or substitute be hired to complete a semester, the overload contract would be terminated.

Approved by the Board of Trustees, on the 13th day of September, 2012. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # IV-002 (Page 1 of 1)

TITLE Seniority

TYPE Working Conditions/Conditions of Employment

APPROVED July 17, 2014

AGREEMENT

It was agreed that faculty seniority will be recognized in policy as a factor considered when assigning classes. Seniority for the purposes of classroom assignments 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 making a class assignment, the faculty member may request clarification from their supervisor about the assignment.

Approved by the Board of Trustees, on the 17th day of July, 2014. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-003 (Page 1 of 1)*

TITLE Representation, Disciplinary Actions

TYPE Working Conditions/Conditions of Employment

APPROVED July 17, 2014

AGREEMENT

It was agreed that a faculty member may bring another Jefferson College faculty member representative to a meeting in which a written warning will be issued for the personnel file. (This also pertains to consequences within the Progressive Disciplinary Action policy that are more serious than a written warning.) The representative faculty member will attend as an observer and will sign an agreement indicating that the content of the meeting will remain confidential.

Approved by the Board of Trustees, on the 17th day of July, 2014. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-004 (Page 1 of 1)*

TITLE Campus Cell Phone Policy

TYPE Working Conditions/Conditions of Employment

APPROVED June 9, 2016

AGREEMENT

It was agreed that a Board Policy covering the use of cellular phones will be presented to the Board of Trustees for approval. A copy of the proposed policy is attached.

Approved by the Board of Trustees, on the 9th day of June, 2016. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-005.01 (Page 1 of 1)*

TITLE Faculty Evaluations: Student Evaluation Form

TYPE Working Conditions/Conditions of Employment

APPROVED July 13, 2017

AGREEMENT

It was agreed that the Assessment Committee would review the current student evaluation form and convert some qualitative to quantitative measurements in an updated form, with the goal of having the updated form in place by the Fall 2018 semester.

Approved by the Board of Trustees, on the 13th day of July, 2017. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-005.02 (Page 1 of 1)*

TITLE Faculty Evaluations: Faculty Evaluation Form

TYPE Working Conditions/Conditions of Employment

APPROVED June 9, 2016

AGREEMENT

It was agreed that, separate from the formal evaluation discussion, an Associate Dean may elect to engage in a discussion with an individual faculty member regarding GPA. GPA will not be used in the Faculty Performance Evaluation, and Part III, "Summary of Statistical Information," shall be removed from the form.

Approved by the Board of Trustees, on the 9th day of June, 2016. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 11, 2015.

AGREEMENT # *IV-005.03 (Page 1 of 1)*

TITLE Faculty Evaluations: Online Observations

TYPE Working Conditions/Conditions of Employment

APPROVED July 13, 2017

AGREEMENT

It was agreed that the current observation process does not adequately address on-line courses. Further it was agreed that a joint group of Faculty from both the Assessment Committee and the Peer Review team will develop a process that will be applicable to on-line courses with the goal of having the revised process in place by the Fall 2018 semester.

Approved by the Board of Trustees, on the 13th day of July, 2017. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-005.04 (Page 1 of 1)*

TITLE Faculty Evaluations: Maintaining Student Evaluations

TYPE Working Conditions/Conditions of Employment

APPROVED June 13, 1998

AGREEMENT

It was mutually agreed that faculty should keep student evaluations for at least three years. During performance review a faculty member may be asked to produce student evaluations only if there appears to be a pattern of complaints.

Approved by the Board of Trustees, on the 13th day of June, 1998. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # IV-006 (Page 1 of 1)
TITLE Faculty-Staff Handbook

TYPE Working Conditions/Conditions of Employment

APPROVED July 17, 2014

AGREEMENT

It was agreed that an updated copy of the Faculty/Staff Handbook will be available during Orientation Week in August 2014. The Director of Human Resources will gather feedback from employees and develop a plan for subsequent updates and distributions of the handbook.

Approved by the Board of Trustees, on the 17th day of July, 2014. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-007 (Page 1 of 1)*

TITLE Morale Improvement Measures

TYPE Working Conditions/Conditions of Employment

APPROVED June 9, 2016

AGREEMENT

It was agreed that a Jefferson College Agreement for Success will be executed to delineate the mutual responsibilities that Administrators and Faculty have in working toward fulfillment of the College mission and will be published as part of the Faculty/Staff Handbook (see attached).

Approved by the Board of Trustees, on the 9th day of June, 2016. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # IV-008 (Page 1 of 1)
TITLE Title IX Process

TYPE Working Conditions/Conditions of Employment

APPROVED July 13, 2017

AGREEMENT

It was agreed that the College's Legal Counsel will draft a recommended update to our current Title IX Policy/Procedure by not later than September 1, 2017, and these will be sent to the Extended Cabinet and to all constituent groups for review and comments in September, 2017 prior to submitting for Board of Trustees approval. The Behavioral Concerns and Student Conduct Coordinator, will be the Lead Investigator for issues related to Students; the VP of Instruction will be the Lead Investigator for Faculty issues, and the HR Director will be the Lead Investigator for all other Staff issues. The VP of Student Services will be the Title IX Coordinator who will ensure that all parties in a Title IX investigation are advised of their rights. Both the VP of Student Services and the Behavioral Concerns and Student Conduct Coordinator have undergone required training; the VP of Instruction and the Director of Human Resources will complete their Title IX training not later than December 1, 2017.

Approved by the Board of Trustees, on the 13th day of July, 2017. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-009 (Page 1 of 1)*

TITLE Learning Management System Required for Class Syllabi and

Gradebook

TYPE Working Conditions/Conditions of Employment

APPROVED June 9, 2016

AGREEMENT

It was agreed that effective Fall 2017, Faculty will post their class syllabi and gradebook on the Learning Management System or a third-party program of the faculty member's choosing, as long as that third-party program has been reviewed and approved by the Online Learning Department. Faculty may request a review and approval for any program that has not already been approved.

Approved by the Board of Trustees, on the 9th day of June, 2016. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-010 (Page 1 of 1)*

TITLE Midterm Grade Submissions

TYPE Working Conditions/Conditions of Employment

APPROVED August 23, 2018

AGREEMENT

It was agreed that Faculty will be required to submit and post in Banner Self-Service midterm grades for all students receiving grades of "D" or "F". This change will be effective with the 2018-19 academic year.

Approved by the Board of Trustees, on the 23rd day of August, 2018. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-011.01 (Page 1 of 1)*

TITLE Distance Learning: Amend BOT Policies/Procedures for

Hybrid/ITV Courses

TYPE Working Conditions/Conditions of Employment

APPROVED June 9, 2016

AGREEMENT

It was agreed that all references to ITV will be removed from College policies and procedures. In addition, College policies and procedures will be amended to include a definition of a hybrid course (see attached revision to Board Policy IV-010).

Approved by the Board of Trustees, on the 9th day of June, 2016. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-011.02 (Page 1 of 1)*

TITLE Distance Learning: Online Courses, Title IV Standards

TYPE Working Conditions/Conditions of Employment

APPROVED August 23, 2018

AGREEMENT

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.

Approved by the Board of Trustees, on the 23rd day of August, 2018. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-011.03 (Page 1 of 1)*

TITLE Distance Learning: Online Course Quality Assessment

TYPE Working Conditions/Conditions of Employment

APPROVED September 13, 2012

AGREEMENT

BAT and FAT agree to have the Assessment Committee review this as part of institutional assessment and it will be part of the committee report.

Approved by the Board of Trustees, on the 13th day of September, 2012. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # IV-011.04 (Page 1 of 2)
TITLE Compensation Study

TYPE Working Conditions/Conditions of Employment

APPROVED June 10, 2021

AGREEMENT

It was agreed to complete all adjustments recommended by the Compensation and Classification Study no later than FY23, which is consistent with the original 5-year adjustment period. Adjustments made during FY21 will leave the following remaining adjustments at the end of FY21:

- 20 or more years of service as of July 1, 2020: Increase to a salary that requires no more than a 2% increase to reach the proposed salary for the current grade/step
- 15-19 years of service: Increase to a salary that requires no more than a 3% increase to reach the proposed current grade/step
- 10-14 years of service: Increase to a salary that requires no more than a 4% increase to reach the proposed current grade/step
- 5-9 years of service: Increase to a salary that requires no more than a 5% increase to reach the proposed current grade/step
- 1-4 years of service: Increase to a salary that requires no more than a 6% increase to reach the proposed current grade/step
- Less than 1 year of service: Increase to a salary that requires no more than a 7% increase to reach the proposed current grade/step

Based on budgeted figures for FY22, we will be left with the remaining adjustments at the end of FY22

- 20 or more years of service as of July 1, 2020: Increase to a salary that requires no more than a 1% increase to reach the proposed salary for the current grade/step
- 15-19 years of service: Increase to a salary that requires no more than a 2% increase to reach the proposed current grade/step
- 10-14 years of service: Increase to a salary that requires no more than a 3% increase to reach the proposed current grade/step
- 5-9 years of service: Increase to a salary that requires no more than a 4% increase to reach the proposed current grade/step
- 1-4 years of service: Increase to a salary that requires no more than a 5% increase to reach the proposed current grade/step
- Less than 1 year of service: Increase to a salary that requires no more than a 6% increase to reach the proposed current grade/step

The remaining adjustments required to achieve the proposed grade/step will then be made in FY23.

AGREEMENT # IV-011.04 (Page 2 of 2)
TITLE Compensation Study

TYPE Working Conditions/Conditions of Employment

APPROVED June 10, 2021

With regard to proposed adjustments in FY22 and FY23, in the event the Unrestricted Reserve Balance is less than 15% of the Unrestricted Revenues, the parties will negotiate.

Approved by the Board of Trustees, on the 10th day of June, 2021. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-012 (Page 1 of 1)*

TITLE Weekly Workload Expectations

TYPE Working Conditions/Conditions of Employment

APPROVED June 13, 1998

AGREEMENT

The full-time faculty at Jefferson College generally have a workweek of 35-40 hours of which 15 hours are scheduled for instruction, and 10 hours are scheduled for office hours. Given the diversity of faculty schedules (clinicals, laboratories, rehearsals, studios, etc.) which require additional contact hours, and the variety of institutional commitments beyond the 25 scheduled hours, it is clearly understood by all parties that faculty work activities exceed the scheduled hours, and that some of these additional hours are performed both on and off campus. In addition, all parties recognize that a flexible five-day work week (5 of 7 days) expectation is reasonable. Modification to the five-day work week for faculty with unusual regular day and night class schedules will require written administrative approval.

Approved by the Board of Trustees, on the 13th day of June, 1998. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # IV-013 (Page 1 of 1)
TITLE Non-Discrimination

TYPE Working Conditions/Conditions of Employment

APPROVED July 17, 2014

AGREEMENT

It was agreed that a policy update will be made to the current Jefferson College non-discrimination statement to include sexual orientation and genetic information.

Approved by the Board of Trustees, on the 17th day of July, 2014. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 14, 2011.

AGREEMENT # *IV-014.01 (Page 1 of 1)*

TITLE Non-Teaching Responsibilities: Office Hours

TYPE Working Conditions/Conditions of Employment

APPROVED July 17, 2014

AGREEMENT

It was agreed that faculty may serve office hours online if they choose to do so. Faculty serve a minimum of ten office hours each week; for those who opt to serve online office hours, at least eight office hours must be served on-campus.

Approved by the Board of Trustees, on the 17th day of July, 2014. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to, expands upon, and/or supersedes the previous agreement(s) approved by the Board of Trustees on August 15, 2013.

AGREEMENT # *IV-014.02 (Page 1 of 1)*

TITLE Non-Teaching Responsibilities: Institutional Service/Committee

Service

TYPE Working Conditions/Conditions of Employment

APPROVED June 13, 1998

AGREEMENT

Faculty are expected to perform other duties on campus in addition to the 25-hour instruction/office hour components. Each faculty member is required to serve on one committee (institutional, ad hoc, designated subcommittee, etc.) annually. Voluntary service on additional committees and positions of leadership (i.e., chair) may be applied toward the professional development system. Mutual cooperation in recording of faculty members' committee participation is agreed to.

Approved by the Board of Trustees, on the 13th day of June, 1998. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-014.03 (Page 1 of 1)*

TITLE Non-Teaching Responsibilities: Orientation Week

TYPE Working Conditions/Conditions of Employment

APPROVED July 13, 2017

AGREEMENT

It was agreed that effective with the Fall 2017 semester, all faculty events required by the Vice President of Instruction will be scheduled on Days 1 and 2 of Orientation Week. Associate Deans and Program Directors will be free to hold meetings during that week with start times between 8 a.m. and 3 p.m. In the event of a special speaker with Day 1 presentations and sessions, the VP of Instruction sessions may be scheduled into ½ of Day 3.

Approved by the Board of Trustees, on the 13th day of July, 2017. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-014.04 (Page 1 of 1)*

TITLE Non-Teaching Responsibilities: Spring In-Service

TYPE Working Conditions/Conditions of Employment

APPROVED August 15, 2013

AGREEMENT

Both teams have agreed to change the mandatory faculty in-service day from fall to spring beginning Academic Year 2014-2015. The fall in-service day will become a faculty work day with optional in-service topics.

Approved by the Board of Trustees, on the 15th day of August, 2013. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-014.05 (Page 1 of 1)*

TITLE Non-Teaching Responsibilities: Student Retention and Success

TYPE Working Conditions/Conditions of Employment

APPROVED June 12, 2001

AGREEMENT

Points of Agreement:

- 1. The President of the College will appoint a committee to develop a "student mentoring" program as soon as possible after completion of the 2001 Statements of Understanding. The committee will consist of six members, three of which will come from a list of six full time faculty submitted to the President of the College by the President of the JCNEA. All committee votes taken shall be recorded in the minutes and four votes are necessary for passage of any recommendation. The committee will select its own chair and vice chair at its first meeting to be called by the Dean of Extended and Non-Traditional Learning.
- 2. The committee will report its student mentoring recommendations to the College President by September 15, 2001. The recommendations shall be forwarded to Cabinet and eventually to the Board of Trustees for any action. Once adopted the recommendations would be scheduled to begin with the spring 2002 semester.
- 3. This program will be voluntary, and any additional stipends are subject to Board of Trustees approval. This program does not take the place of any current mentoring programs now being utilized in the "criteria for professional growth and service."
- 4. Once student mentoring is in place, the President of the College will appoint a like committee, utilizing the same make-up, to convene and establish recommendations for a "faculty mentoring" plan, which should be completed by May 1, 2002 for Cabinet and Board of Trustees approval and implementation in the fall 2002 semester.

Approved by the Board of Trustees, on the 12th day of June, 2001. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on September 20, 1999.

AGREEMENT # IV-015 (Page 1 of 1)

TITLE Advising Practices Affecting Faculty Load

TYPE Working Conditions/Conditions of Employment

APPROVED July 13, 2017

AGREEMENT

It was agreed that College Advisors, when meeting with students, will adhere to the standards set forth by the National Academic Advising Association in their Statement of Core Values of Academic Advising. Advisors will not advise students to take courses taught by specific faculty members in accordance with the spirit of these standards.

Approved by the Board of Trustees, on the 13th day of July, 2017. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # IV-015.01 (Page 1 of 1)
TITLE Academic Advising

TYPE Working Conditions/Conditions of Employment

APPROVED June 10, 2021

AGREEMENT

BAT and FAT agreed that a work group should be developed consisting of Student Services and Instruction to determine recommendations regarding the workload structure, the case management processes, the goals to measure success, and the appropriate level of training required to achieve that level of success in academic advising. The work group will convene in August, 2021, and will strive to make recommendations by February, 2022.

The recommendations will be proposed to the Association-Employer Council process to then determine the workload structure, the case management processes, the goals to measure success, and the appropriate level of training required to achieve that level of success in academic advising. The agreement will be memorialized as an MOU signed and dated by the parties and attached to the current CBA.

At least one of the faculty members on the work group will also be a member of the Association-Employer Council.

Approved by the Board of Trustees, on the 10th day of June, 2021. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-016* (*Page 1 of 1*)

TITLE Revise Faculty Contract to Allow for Professional Development

Day in January

TYPE Working Conditions/Conditions of Employment

APPROVED August 23, 2018

AGREEMENT

It was agreed that we would move the spring semester faculty in-service day from March/April time frame to January after classes have begun. This change will be effective in January 2021 for the 2020-21 academic year.

Approved by the Board of Trustees, on the 23rd day of August 2018. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-017 (Page 1 of 1)*

TITLE Protect Faculty Privacy/Safety

TYPE Working Conditions/Conditions of Employment

APPROVED July 23, 2020

AGREEMENT

It was agreed that in order to ensure the safety of staff while maintaining accessibility to students, faculty shall not be required to post detailed hourly schedules outside their office. Detailed hourly schedules will be provided to the faculty supervisor. However, schedules posted outside of faculty offices and by staff on behalf of faculty, including those posted on the Jefferson College website, shall only include course names, phone number, school email, and office hours

Approved by the Board of Trustees, on the 23rd day of July, 2020. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-018.01 (Page 1 of 1)*

TITLE Communication/Timely Faculty/Student Interactions

TYPE Working Conditions/Conditions of Employment

APPROVED June 10, 2021

AGREEMENT

It was agreed that all course syllabi will contain the following statement: I will strive to provide an initial response to all email messages within 2 business days.

Approved by the Board of Trustees, on the 10th day of June, 2021. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *IV-019* (*Page 1 of 1*)

TITLE Grievance Board of Trustees Procedure

TYPE Grievance Procedure

APPROVED June 10, 2021

AGREEMENT

BAT and FAT agreed that step 3 of the current Board Procedure on Grievances, "Appeal to the Five-Member Panel" will be replaced by, "Request for Mediation."

Approved by the Board of Trustees, on the 10th day of June, 2021. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *V-001.01 (Page 1 of 1)*

TITLE Board of Trustees: Faculty Status Report

TYPE Governance

APPROVED September 13, 2012

AGREEMENT

At the regular meeting of the Jefferson College Board of Trustees, the President of the Faculty Senate or their designee may make a brief report about any item of an academic nature that pertains to the celebration of a faculty award, program success, student success or any other topic with the specific approval of the President of the College. The report cannot contain any issues related to personnel or any other item protected under the purview of the sunshine laws of the State of Missouri. The report will be confined to approximately 3 to 5 minutes unless special permission is granted by the Board. All reports will be introduced under the President's Report on the Board agenda.

Approved by the Board of Trustees, on the 13th day of September, 2012. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # V-001.02 (Page 1 of 1)
TITLE Board of Trustees: Forum

TYPE Governance APPROVED May 15, 2008

AGREEMENT

Board of Trustee Forum: An informal social gathering of faculty and staff will be held during the fall orientation week of each academic year.

Approved by the Board of Trustees, on the 15th day of May, 2008. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *V-001.03 (Page 1 of 1)*

TITLE Board of Trustees: Communication Transparency

TYPE Governance
APPROVED August 23, 2018

AGREEMENT

It was agreed that any online survey sent via Jefferson College email 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.

Approved by the Board of Trustees, on the 23rd day of August, 2018. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # V-002.01 (Page 1 of 1)
TITLE Programs: Marketing

TYPE Governance APPROVED May 15, 2008

AGREEMENT

The administration will continue to market low enrollment programs and other programs. The administration will improve communications with the faculty and staff about these efforts and include them in the planning and implementation process.

Approved by the Board of Trustees, on the 15th day of May, 2008. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *V-002.02 (Page 1 of 1)*

TITLE Programs: Purchasing Procedure Approvals

TYPE Governance APPROVED July 13, 2017

AGREEMENT

It was agreed that a tiered approval level will be in place not later than July 1, 2017, to streamline approval of General Requisitions and Orders for Payment. All such documents will be signed by the purchaser and one additional approver for purchases </= \$1,500 (Budget Manager or above); up to two additional approvers for purchases between \$1,501-\$5,000 (Budget Manager and Director/Division Chair or above); up to three additional approvers for purchases between \$5,001-\$15,000 (Budget Manger, Director/Associate Dean or above); and up to four additional approvers for purchases >\$15,000 (Budget Manager, Director/Division Chair, Dean, Vice-President/President).

In addition, it was agreed that blanket purchase orders will be limited to \$3,000 per semester, per vendor, but no individual item listed on these orders shall be greater than \$1,500. The College Procurement Policies and Procedures will be amended to reflect the change in Blanket Purchase Order amounts and presented to the President's Leadership Council and constituent groups in September 2017, prior to submitting for Board of Trustees approval.

Approved by the Board of Trustees, on the 13th day of July, 2017. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main Administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 8, 2016.

AGREEMENT # *V-002.03 (Page 1 of 1)*

TITLE Programs: Purchasing Procedures Timing Concerns

TYPE Governance APPROVED June 8, 2016

AGREEMENT

It was agreed that when Faculty have concerns about the timing for processing paperwork on a particular purchase, those issues will be brought to the attention of the VP of Finance & Administration, who will work through the appropriate VP to seek a solution for the delay and for any necessary corrective action for the future.

In addition, the Business Office will develop a tiered approval level based on varying dollar values for General Requisitions and Orders for Payment in an attempt to streamline the approval process.

Approved by the Board of Trustees, on the 8th day of June, 2016. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main Administrative office.

AGREEMENT # *V-002.04 (Page 1 of 1)*

TITLE Programs: Purchasing Procedures Policies

TYPE Governance APPROVED June 11, 2015

AGREEMENT

It was agreed that there would be no deviation from existing purchasing policies. If there is a disagreement over the interpretation of a purchasing policy, the Business Office under the direction of the Office of the VP of Finance and Administration will have final authority.

Approved by the Board of Trustees, on the 11th day of June, 2015. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main Administrative office.

AGREEMENT # *V-002.04.1 (Page 1 of 2)*

TITLE Programs: Purchasing Procedures Policies

TYPE Governance APPROVED June 10, 2021

AGREEMENT

Both parties agreed to the following procedure for purchases of \$15,000 or more:

The Director of Purchasing becomes involved to secure bids for these services or goods. A faculty member, working with their direct supervisor must provide a set of detailed specifications as to the type of products, quantity, quality, estimated cost, and delivery date required. This information, along with a list of any known or desired vendors, must be submitted with the General Requisition and submitted through the Director of Purchasing.

Proprietary specifications should be avoided unless the particular nature of the item is such that it is unique for the purpose required.

- Bid or proposal documents will be prepared by the Director of Purchasing in collaboration with the faculty member or their direct supervisor.
- The Director of Purchasing will notify any known vendors of the availability of specifications and provide the bidding or proposal documents to requesting parties. A detailed log of vendors will be reviewed by the faculty member or their direct supervisor and any modifications to this list will be requested through the Purchasing Director. Any requested removal of vendors from this list by any party must be accompanied by appropriate documentation of previous issues encountered by the College with that vendor. If appropriate, any vendors added to the list by any party must be authorized as an approved vendor by the equipment manufacturer. The final list of vendors receiving the documents will be maintained by the Purchasing Director for future contact.
- Any revision, change or addendum to the bid or proposal specifications will be mailed to all
 parties on the final bid or vendor log and the appropriate faculty member or their direct
 supervisor.
- All bids or proposals will be received by the date and time specified in the documents.
- All bids or proposals must be in writing and sealed in an envelope.
- Each bid or proposal must be plainly marked on the envelope with the Bid or Proposal Number and include whatever other information is required in the bid or proposal documents.
- The College may waive this formality and receive bids or proposals electronically during times of pandemic or other causes where increased pre-cautionary methods are required. This will be noted in bid or proposal documents.
- All formal bids or proposals will be opened publicly at a time and location defined in the bid or proposal documents.

AGREEMENT # V-002.04.1 (Page 2 of 2)

TITLE Programs: Purchasing Procedures Policies

TYPE Governance APPROVED June 10, 2021

 The bids or proposals received will be examined for compliance with the specifications, tabulated, and forwarded to the appropriate faculty member or their direct supervisor for confirmation that the low bidder has met specifications. Faculty or their direct supervisor will submit rationale for a recommended award to other than the low bidder for review by the Business Office.

• The tabulated bids will be presented to the Board of Trustees with a recommendation for award to the lowest and best bid.

Construction project bids or proposals over \$15,000 must be advertised in a newspaper in the general circulation located within the county for a minimum of two insertions in two separate weeks. (RSMo Section 177.086).

The Board of Trustees approval is required on all purchases \$15,000 or more. Initiate your purchase request at least 8-12 weeks prior to the critical date the item is required being mindful of any excessive lead times which might require earlier than the 8-12 weeks initiation time period. The Board of Trustees meets on the second Thursday of each month, ten times per year. Board approval must be finalized no later than eight days prior to the scheduled Board meeting date in order to be placed on the agenda.

The Board of Trustees will award to the lowest bidder or lowest and best proposer that meets the specifications.

Approved by the Board of Trustees, on the 10tth day of June, 2021. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main Administrative office.

AGREEMENT # *V-002.05 (Page 1 of 1)*

TITLE Programs: Conduit to Administration (HVAC)

TYPE Governance APPROVED June 14, 2011

AGREEMENT

The Vice President of Finance and Administration may be contacted if satisfactory resolution of HVAC issues in the classroom cannot be resolved through normal channels.

Approved by the Board of Trustees, on the 14th day of June, 2011. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main Administrative office.

AGREEMENT # *V-002.06 (Page 1 of 1)*

TITLE Faculty Senate and JCNEA Meeting Scheduling Support 2018

TYPE Governance
APPROVED August 23, 2018

AGREEMENT

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 al Deans and Division Chairs that prohibit such actions.

Approved by the Board of Trustees, on the 23rd day of August, 2018. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main Administrative office.

AGREEMENT # *V-002.07 (Page 1 of 1)*

TITLE Progression Plan to Add Full-Time Faculty

TYPE Governance APPROVED June 8, 2016

AGREEMENT

It was agreed that this item will depend upon budget conditions and overall College enrollment as well as specific program enrollment and expected trends. It was further noted that current plans for replacing retiring faculty, pending Board approval of our FY17 Budget, are that four of the positions will be replaced with tenure-track faculty and are currently posted, one of the positions will be replaced in a year after curriculum revision, and one position is on hold for an indefinite period.

Approved by the Board of Trustees, on the 8th day of June, 2016. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main Administrative office.

AGREEMENT # *V-003.01 (Page 1 of 1)*

TITLE Representation: Search Committee Selection

TYPE Governance APPROVED June 11, 2015

AGREEMENT

It was agreed that due diligence would be used to document the names of people who were asked to be on Faculty Search Committees. Tasha Welsh has agreed to use best efforts to review the list of Search Committee members for equitable representation. In addition, she will review the possibility of using the new People Admin software to provide this documentation.

Approved by the Board of Trustees, on the 11th day of June, 2015. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *V-003.02 (Page 1 of 1)*

TITLE Representation: Task Force/Committee Member Selection

TYPE Governance

APPROVED September 12, 2019

AGREEMENT

It was agreed that when a task force is charged with making recommendations that may, in the opinion of the Administration, significantly impact faculty, Administration must try to secure representation of the faculty directly affected by the change.

Approved by the Board of Trustees, on the 12th day of September, 2019. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *V-003.03 (Page 1 of 1)*

TITLE Representation: Faculty Input on Program Decisions

TYPE Governance

APPROVED September 12, 2019

AGREEMENT

It was agreed that an inclusive process will be developed for requesting faculty input on proposed program changes and that Administration will endeavor to provide feedback to the faculty on those changes. It was also agreed that a standing agenda item will be added to all division meeting agendas to discuss academic program changes to the extent that the changes can be openly discussed.

Approved by the Board of Trustees, on the 12th day of September, 2019. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *V-003.04 (Page 1 of 1)*

TITLE Representation: Faculty Discretion in Placement/Certification

TYPE Governance APPROVED June 11, 2015

AGREEMENT

It was agreed that the Dean of Career and Technical Education would meet with each individual ATS program to develop guidelines for student placement and certification to include faculty involvement. The goal would be to complete the development of these guidelines in time for use in the 2015-2016 Academic Year.

Approved by the Board of Trustees, on the 11th day of June, 2015. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *V-003.05 (Page 1 of 1)*

TITLE Representation: Health Care Benefits, HIRC Meeting Minutes

TYPE Governance
APPROVED August 23, 2018

AGREEMENT

It was agreed that the HR Director will send a copy of all minutes from the Health Insurance Review Committee (HIRC) 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.

Approved by the Board of Trustees, on the 23rd day of August 2018. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *V-003.06 (Page 1 of 1)*

TITLE Representation: Health Insurance Review Committee Members

TYPE Governance APPROVED July 13, 2017

AGREEMENT

It was agreed that during a year in which employee medical insurance will be put out for bid, the Health Insurance Review Committee will review recommended benefit changes prior to the start of the Request for Proposal process in addition to reviewing the actual bids. Further, the HR Director will consult with FAT and request two FAT members to represent the Faculty on the Health Services Review Committee. In the absence of any FAT members agreeing to serve on the committee, the HR Director will select two other Faculty representatives.

Approved by the Board of Trustees, on the 13th day of July, 2018. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to, expands upon, and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 14, 2011.

AGREEMENT # *V-004.01 (Page 1 of 1)*

TITLE Assessment: Institutional Assessment

TYPE Governance APPROVED April 16, 2009

AGREEMENT

The College will, through Institutional Research, construct an annual institution-wide survey to enhance assessment of the College. The assessment will be patterned after the PACE but will include additional open-ended questions submitted by the faculty (suggested questions are attached) and approved by the President for inclusion in the assessment. The assessment will be available to all faculty, staff and administrators for response. The results will be tabulated by the Institutional Research department. The time of the assessment will be prior to the close of spring semester classes.

Approved by the Board of Trustees, on the 16th day of, April 2009. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *V-004.02 (Page 1 of 1)*

TITLE Assessment: Administrator Feedback (Modern Think Survey)

TYPE Governance APPROVED June 11, 2015

AGREEMENT

It was agreed that the Modern Think Survey would be amended to add up to five customized questions related to Administrator Feedback. The questions will be mutually agreed upon by faculty and administrators. The Director of Human Resources will submit sample questions to FAT for their review in developing these questions. In addition, the Human Resources Director will review the possibility of adding a comment box without incurring additional cost. The process will be completed by not later than October 31st, 2015.

Approved by the Board of Trustees, on the 11th day of June, 2015. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to, expands upon, and/or supersedes the previous agreement(s) approved by the Board of Trustees on August 15, 2013.

AGREEMENT # *V-005 (Page 1 of 1)*

TITLE Approval of Changes to Faculty Compensation

TYPE Governance
APPROVED August 23, 2018

AGREEMENT

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

Approved by the Board of Trustees, on the 23rd day of August, 2018. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # VI-001 (Page 1 of 1)

TITLE Faculty Senate and JCNEA Meeting Scheduling Support

TYPE Miscellaneous APPROVED August 23, 2018

AGREEMENT

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.

Approved by the Board of Trustees, on the 23rd day of August, 2018. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT # *VI-002 (Page 1 of 1)*

TITLE Progression Plan to Add Full-time Faculty

TYPE Miscellaneous APPROVED June 8, 2016

AGREEMENT

With regard to future faculty replacement plans, it was agreed that this will depend upon budget conditions and overall college enrollment as well as specific program enrollment and expected trends. It was further noted that current plans for replacing retiring faculty, pending Board approval of our FY17 Budget, are that four of the positions will be replaced with tenure-track faculty and are currently posted, one of the positions will be replaced in a year after curriculum revision, and one position is on hold for an indefinite period.

Approved by the Board of Trustees, on the 8th day of June, 2016. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.



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STATEMENT OF UNDERSTANDINGS

between the

JUNIOR COLLEGE DISTRICT OF JEFFERSON COUNTY

and the

JEFFERSON COLLEGE FACULTY ASSOCIATION-NATIONAL EDUCATION ASSOCIATION

June 11, 1998

Royald V. Fundis

oard Administration Team

6-10-98 Date

Jim McCain

Faculty Association Team

Approved:

Board of Trustees

Date

Sharon Armstrong, Secretar

Board of Trustees

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Statement of Understanding

It is the mutual belief of the Trustees, the Administration and the Association that good faith discussion is a sound means to express a joint desire to continue to provide quality education, to maintain high standards of academic excellence, and to insure accountability, while giving legitimate expression and effect to proper concerns of the faculty.

It shall be the policy of the Board of Trustees that the Jefferson College National Education Association (hereinafter referred to as the Association) be recognized as the bargaining representative for full-time faculty on matters of salaries, terms, and conditions of employment to the extent permitted by Missouri statutes.

Further, the Board of Trustees directs that the President of the College or his/her designee shall cause to be developed a process, in consultation with members of the Association, Administration and Trustees, that shall result in a Statement of Understandings in a style format consistent with current Board policies and procedures.

Composition of Teams

The Board of Trustees/Administration team (hereinafter referred to as the Board team) shall be chosen by the Board of Trustees and shall be comprised of four (4) voting members, two (2) of which may be trustees, and one (1) non-voting advisor of their choice. The Board shall appoint the chair of its negotiations team.

The Association team shall be chosen by the recognized representative (president or designee) and shall be comprised of four (4) full-time faculty voting members, and one (1) non-voting Association advisor. The president of the faculty association shall appoint the members of the negotiations team and its chair.

The Board negotiations team and the Association negotiations team shall mutually agree on calling meetings, times of those meetings, and places for such meetings.

Recognition of Representative

Since it is the desire of the Board of Trustees to maintain channels of communication with members of the full-time faculty, the Board of Trustees recognizes the Association for the purpose of being the bargaining representative for the full-time faculty in negotiations. The Association shall certify its continued majority status by October 1 of each year either by membership or election to the Board of Trustees.

The practice of conducting these discussions with the bargaining representative does not preclude the right of faculty members to be heard during regular sessions of the Board of Trustees.

In order to change the bargaining representative for the full-time faculty, any group of full-time teaching faculty may present to the Board of Trustees or their designees during the month of September, petitions representing at least 30% of the defined unit requesting that an election be held by the college to determine the bargaining representative.

The college shall then advertise and conduct an unbiased election which shall be held prior to October 15. The ballot shall reflect the following as choices: the current bargaining representative, the group to be named by the petitioners, and none or neither. The ballot choice which receives the majority will be recognized as the bargaining representative of the full-time faculty.

Scope of Negotiations

The recognized representative for the full-time faculty will meet with the appointed Board team to negotiate and arrive at agreement on matters concerning the salaries, fringe benefits, terms and conditions of employment.

Pre-negotiations Meeting

Prior to December 1 of each year, a meeting shall be held to exchange issues/proposals (limited to 10) for negotiations for the current year. Clarification and questions will be part of this meeting. The schedule for beginning actual negotiations will be set so that the first meeting will take place as soon as possible after the 2nd semester begins and not later than February 1. Meeting site, date and time for this and all other meetings must be mutually agreed to by both teams. Other guidelines and ground rules will be discussed and mutually agreed to at this preliminary meeting. It shall be agreed that both parties have the right to have closed meetings with their constituencies in preparation for negotiations. Documents and materials exchanged at pre-negotiations meetings shall be rendered as non-confidential, subject to any limitations of federal or state laws, and shall be made available in the office of the Secretary of the Board.

Negotiations Sessions

At the first actual negotiations session which will be scheduled at the pre-negotiations meeting, other sessions shall be scheduled as needed for resolution of issues with no less than one (1) meeting each month. These meetings shall be open to the constituencies of both teams and their consultants.

Tentative Agreement

It is intended that a Statement of Understandings (and in subsequent years, the revisions) tentatively agreed to by both teams shall be finalized as soon as possible with an approximate target date of April 15 of each year. Both parties recognize that a comprehensive Statement of Understandings agreeable to both parties cannot be completed by April 15, 1997; however, good faith efforts shall be undertaken to have ratified such a comprehensive Statement of Understandings by April 15, 1998 to become effective upon adoption by the Board of Trustees for the 1998-99 contract year.

Ratification

The tentatively-agreed Statement of Understandings (and in subsequent years, the revisions) shall be presented first to the faculty for ratification. Opportunities shall be afforded all constituent groups to review the final draft of the Statement of Understandings and to submit written comments to the Board through the President of the College. The President of the College shall forward these written comments to the members of the Board and the Association negotiations team chairs. The chair of the Board team is responsible for conveying the final draft of the Statement of Understandings to the President of the College with the signature of both team chairs bearing the date of such signatures. The draft of the Statement of Understandings and the written comments will then be forwarded to the Board of Trustees for consideration.

The President of the College shall, as chief executive officer, review the draft of the Statement of Understandings during the same time frame as the constituent groups and make advisory recommendations on its provisions to the Board of Trustees no later than the first reading of the draft Statement of Understandings during a meeting of the Board of Trustees.

Upon adoption of the Statement of Understandings, as ratified by the full-time faculty and the Board of Trustees, each policy and procedure shall be deemed as continuing or replacing existing Board policies and procedures pertaining to full-time faculty. Copies of the ratified policies and procedures pertaining to full-time faculty shall be made available to all interested parties in the Office of the Secretary of the Board and shall be titled "Statement of Understandings between the Board of Trustees of the Junior College District of Jefferson County and the Association (NEA)."

Impasse Procedure

If the Statement of Understandings revisions cannot be tentatively agreed to by both teams by May 1, an impasse may be declared by either team by presenting the declaration to the other team in writing, or the teams may jointly agree to seek mediation assistance from the Federal Mediation and Conciliation Service. A declaration of impasse must set forth the issues on which the teams cannot agree. If impasse is declared, then each team shall pick one outside representative. These two representatives shall mutually agree on a third representative who will chair the impasse team. This impasse team shall conduct meetings and hearings to investigate and render proposed resolutions concerning the matters at impasse. The proposed resolutions shall be presented by the impasse team in an open meeting with the Board of Trustees to be used for decision-making. The impasse procedure should be completed within 45 days of the declaration of impasse.

Any and all costs of this procedure will be shared equally between the Association and the Board. An impasse may be declared at an earlier date by mutual written agreement between the Association and the Board team.

The Association shall maintain the right to forego the impasse procedure in exchange for the opportunity to present the unresolved contract issues directly to the Board of Trustees at a regularly

scheduled Board meeting.

On-going Negotiations

If there is a question about an item that has been negotiated and agreed to by both parties, the resolution of the question of interpretation will occur in meetings held by mutual agreement between the Board and Association teams. To facilitate this process, items for interpretation clarification shall be identified within sixty (60) days of Statement of Understandings ratification. Once identified, mutually agreed upon meetings shall be called within thirty (30) days to seek resolution. In the event that both parties cannot agree on the interpretation of a negotiated item, the interpretation of the Board of Trustees shall prevail.

Association Constitution and By-Laws

The president of the Faculty Association (NEA) shall make available to the President of the College and the Board of Trustees copies of its constitution and by-laws.

Ground Rules for the Meet-and-Confer Process at Jefferson College

Overriding Principles

- Consistent with the language adopted by the Board of Trustees pursuant to the recognition
 of the Faculty Association, both parties agree to establish teams charged to engage in good
 faith dialogue and negotiations for the express purpose of developing a Statement of
 Understandings on all policy and procedure matters pertaining to the full-time faculty.
- Each respective team shall by the party it represents be empowered to develop proposals, counter-proposals, and to reach tentative agreements which ultimately shall be presented to the Faculty Association (NEA membership) and to the full-time faculty at-large for ratification, and then forwarded to the Board of Trustees for its consideration and ratification. Upon final ratification, signatures from both teams shall sign and date the agreement. Original signed and dated documents shall be made available to both parties.
- 3. Reasonable requests for information/data from one team shall be honored by the other to the extent possible. In the event that difficulties may arise in producing requested information, the team chair shall communicate to the requesting team chair the specific nature of the problem as well as a proposed remedy. All requests for information shall be forwarded through team chairs.
- 4. New or modified Board policies and procedures must be in Board of Trustees policy/procedure style format as per policy. Negotiated items must be so identified in Board of Trustees <u>Policy and Procedure Manuals</u>. All negotiated items shall remain in effect until they are re-submitted to the meet-and-confer process for modification.

Recommended guidelines consistent with Board policy and procedure or widely accepted negotiation standards

- The parties shall meet at reasonable and mutually agreed upon times (for starting and ending)
 and locations with preliminary agenda agreed to by both team chairs. The preliminary
 agenda and proposed ending times may be amended by mutual agreement.
- Sessions shall be taped, initialed and dated by both team chairs or their designees, and archived with the Secretary of the Board.
- 3. Tentative agreements shall be reduced to writing, produced in duplicate, and signed and dated by both team chairs prior to session adjournment. These agreements should also include the proposed agenda for the next scheduled session. It is further recommended that areas of disagreement be identified, where additional information is needed and the potential source(s) of said information. To facilitate each team's need to keep their constituents informed, the team captains shall sign the "cleaned-up draft" to avoid miscommunication; however, these drafts shall not be made widely available for public circulation until formally approved at the next negotiating session.
- 4. Off-the-record sessions: either team chair may request an off-the-record session limited to team members and any consultant relevant to the topic(s) to be discussed which must be unanimously agreed to by the team members present. No recordings or notes shall be taken during such a session.
- <u>Caucus</u>: either team chair may request a team caucus at any time during a session. The
 request shall include an estimated time limit as a courtesy to the other team.
- 6. <u>Executive sessions</u>: either team chair may request an executive session which must be unanimously agreed to by all team members present. No recording or notes shall be taken during such a session. RSMO 610.021.9 Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups. (Verified by college attorney.)
- 7. Role of consultants or experts: either party may access expertise for advice or for presentation/analysis of data/information. The party utilizing the consultant shall bear any and all expenses incurred. Consistent with the principle of good faith, it is understood that the proposed agenda will clearly state the appearance of a consultant/expert.
- 8. Recommended Methodology: negotiate each item and attach estimated fiscal notes where appropriate. As budget numbers become more certain, each item's fiscal impact may need to be revisited and/or priorities may need to be revisited. Agreements on single items shall be regarded as tentative pending full agreement and ratification of all items.

 Statement of Understandings: the team chairs shall propose a recommended format for the Statement of Understandings which shall include at a minimum the following:

style
content
existing policies, procedures and practices (?)
new negotiated items
spaces for appropriate signatures and dates
evidence of legal review
disclaimer (in the event of discrepancy between the Statement of Understandings and
Board Policy or Procedure Manuals, the latter shall obtain)

Goal is to produce language precise and concise enough to be grievance-proof in terms of interpretation of intent and meaning (as opposed to application).

- 10. Target date to conclude meet-and-confer process. To encourage timely negotiations, it is recommended that a target date be established for completing negotiations. Recommended target date is April 20, 1998. This will permit ratification processes to be initiated prior to the regularly scheduled May meeting of the Board of Trustees (and for first readings of any potential new or modified policies and procedures).
- 11. Impasse: in the event the parties are unable to reach agreement on the items under discussion, either party may declare an impasse and the Board procedure regarding impasse shall be initiated.]

Contract for Full-Time Faculty

All full-time college faculty members 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, and 2 days for staff development (no more than one per semester) and content should be mutually developed by faculty and administration. For full-time faculty in the Area Vocational School, the appointment for the academic year shall be on 181 day contracts, wherein 175 days are for instruction, 5 days of orientation prior to the fall semester, and 1 day for commencement.

Weekly Work Load for Full-time Faculty

The full-time faculty at Jefferson College generally have a work week of 35-40 hours of which 15 hours are scheduled for instruction, and 10 hours are scheduled for office hours. Given the diversity of faculty schedules (clinicals, laboratories, rehearsals, studios, etc.) which require additional contact hours, and the variety of institutional commitments beyond the 25 scheduled hours, it is clearly understood by all parties that faculty work activities exceed the scheduled hours, and that some of these additional hours are performed both on and off campus. In addition, all parties recognize that a flexible five day work week (5 of 7 days) expectation is reasonable. Modification to the five-day work week for faculty with unusual regular day and night class schedules will require written

administrative approval.

Committee Participation Expectation for Full-Time Faculty

Faculty are expected to perform other duties on campus in addition to the 25-hour instruction/office hour components. Each faculty member is required to serve on one committee (institutional, ad hoc, designated subcommittee, etc.) annually. Voluntary service on additional committees and position of leadership (i.e., chair) may be applied toward the professional development system. Mutual cooperation in recording of faculty members' committee participation is agreed to.

Summer Session Pay Schedule

Effective June 1998, the summer session pay schedule for full-time faculty is as follows:

\$589.00 per credit hour LEVEL II
622.00 per credit hour LEVEL II
659.00 per credit hour LEVEL III
723.00 per credit hour LEVEL IV

All summer compensation will be at the summer hour rate effective for the 1998 summer session.

ADJUNCT ASSIGNMENTS, EXTRA EMPLOYMENT (OVERLOAD), AREA VOCATIONAL SCHOOL, AND INSTRUCTIONAL TELEVISION PAY SCHEDULES

Adjunct Assignments

Adjunct teaching assignments shall not exceed six (6) hours per semester. Adjunct faculty assignments for the school year are as follows:

\$ 485.00 per credit hour First Term Adjunct Faculty 540.00 per credit hour Returning Adjunct Faculty

Extra Employment (Overload)

Full-time faculty members have the right to decline an overload assignment. Extra opportunity employment assignments for full-time faculty members effective with the fall 1998 semester are as follows:

\$540.00 per credit hour LEVEL I
560.00 per credit hour LEVEL II
590.00 per credit hour LEVEL III
640.00 per credit hour LEVEL IV

Area Vocational School Assignments

Effective with the fall 1998 semester for full-time faculty with extra employment assignments in the Area Vocational School program, overload per one-half day session shall be 1.5 credit hours; for full day sessions, 3 credit hours.

Interactive Television Assignments

A faculty member who develops a 3 hour credit course to be offered via interactive television shall be compensated for 3 hours at the overload rate or receive 3 hours of release time.

A faculty member who offers a 3 credit hour course via interactive television shall receive 4 hours credit for load purposes, with the extra 1 hour at the overload rate.

A faculty member who develops and maintains a dynamic web page to accompany the interactive television course shall be compensated for one hour at the overload rate.

The same class size enrollment limitations that pertain to non-electronic delivery shall apply to courses offered via interactive television.

New courses developed and offered for interactive television delivery shall follow all existing College policies and procedures for approval.

Full-Time Faculty Salary Schedule

At the May, 1998, meeting of the Board of Trustees, approval was granted for an 8% increase in salary for all full-time faculty members, returning and new, for the 1998-99 academic year.

LEVEL I (Instructor)

Range: \$28,608 - \$34,258 / \$36,313* / \$38,368**

Increments: 3%

LEVEL II (Assistant Professor)

Range: \$31,197 - \$37,749 / \$40,014* / \$42,280**

Increments: 3%

LEVEL III (Associate Professor)

Range: \$33,713-\$41,800 / \$44,308 / \$46,816**

Increments: 3%

LEVEL IV (Professor)

Range: \$37,919 - \$56,675/\$60,075*/\$63,476**

Increments: 3%

Any faculty member receiving an earned doctorate shall be advanced one full step (3%) on the salary schedule for the next contract period.

The maximum scheduled salary shall be extended by two increments() for persons holding the specialist certificate in their field of assignment and by four increments(**) for those holding the doctorate in their field of assignment.

The academic requirement for appointment and/or promotion to any level of the salary schedule shall be the master's degree or equivalent preparation in a specialized field.

For specified teaching assignments not requiring the master's degree, appointment, advancement, and/or promotion shall be based on the same criteria and procedures developed for instructors with the master's degree or its equivalent, except that initial appointment shall be \$500 less than the base.

Interim Committee for 1999-2000 Faculty Salary Schedule

The Board/Administration Team (BAT) and the Faculty Association Team (FAT) agree to the creation of an interim committee that will follow the working paper guidelines and complete its work by November 16, 1998.

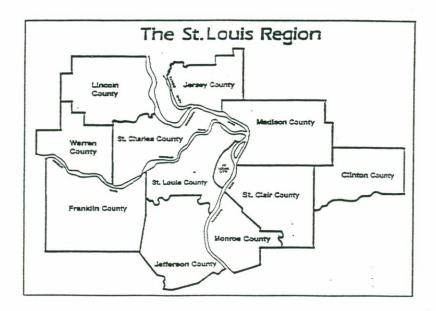
Compensation Issues Working Paper

- We agree on the goal that the levels of compensation for Jefferson College faculty should be based upon compensation data for faculty of public community colleges within the St. Louis SMSA.
- We agree that a new salary schedule for the faculty, along with appropriate policies and procedures, is warranted.
- We agree that there is insufficient time to develop and implement a new system for FY 1998-
- We agree that the development of a new system will be a mutual effort of BAT and FAT representatives. We further agree that this effort should be the work a subcommittee of BAT and FAT representatives (three each) and that the work of this subcommittee should commence as soon as practical and that a recommended system be completed not later than November 16, 1998.
- 5. We agree that the new system will be developed in consideration of the following:
 - a. A goal of a new system would be a structured salary schedule similar in concept to the existing classified/certified salary schedule which would include sufficient flexibility to provide for differing credentials, work experience, and market

conditions in initial placement.

- b. A goal of a new salary schedule will be that the top of the salary schedule will be approximately twice that of the bottom.
- c. A goal of a new system will be that entry level faculty would be able to reach the top of the salary schedule in 20-25 years if they pursue the professional development system aggressively.
- d. A goal of a new system would be to correct inequities that may exist based on time in grade differential.
- e. A goal of a new system would provide an additional monetary reward for employed faculty who obtain an earned doctorate.
- f. Placement on a new salary schedule will not result in the reduction of the salary of any faculty member.
- 6. We agree that no adjustment will be made in the adjunct faculty rate for FY 1998-99.
- We agree with the BAT goal for summer session compensation. This will be effective this summer.
- We agree with the BAT goal for overload compensation. This will be effective for the fall semester 1998.
- 9. We agree on a goal to increase AVS faculty compensation for the extra work days.

ST. LOUIS STANDARD METROPOLITAN STATISTICAL AREA



COMMUNITY COLLEGES

Belleville Area College
East Central College
Jefferson College
Lewis & Clark Community College
St. Charles Community College

St. Louis Community College

St. Louis Community College at Flo Valley

St. Louis Community College at Forest Park

St. Louis Community College at Meramec

State Community College

Interim Committee for Area Vocational School Compensation, Rank, Promotion and other Issues for 1999-2000

The Board/Administrative Team (BAT) and the Faculty Association Team (FAT) have agreed in principle to 181 contract days which is subject to change pending the recommendations of the Interim Committee.

The interim committee shall address the charges contained in the BAT: AVS Compensation and Contract and complete its work by November 19, 1998.

BAT: AVS Compensation and Contract

If the rate for overload compensation increases, AVS faculty (high school and dual enrollment college) will experience increases.

BAT is increasingly concerned that the complexity of AVS compensation merits special attention. Further, it seems that a separate contract for AVS may be needed to assure equity. Consequently, BAT proposes that a smaller committee, with representatives of BAT and FAT or their designees, work directly with Dean Thoendel and Joe White to bring forward a proposal for both teams to discuss and evaluate.

The charge to this subcommittee would be to address at least the following issues:

- Similarities/differences of work week expectation of AVS and College faculty, i.e., differentials in duties, intensity of work, hours committed to instruction, other required hours, extra days, challenges of dealing with at-risk students, etc.
- 2. Are current overload awards appropriate? If not, what specific adjustments are recommended and what is the basis of the recommendations?
- Compensation for shifts and extra calendar days (the latter would include College faculty as well).
- 4. Outline proposal for a separate AVS contract with days specified, work day specified, compensation recommendation (hold harmless provision applies here), duties, etc. Current criteria might be applied to establish a base salary schedule which then might be separated from overload complications.
- Recommendations regarding rank and PDS for AVS faculty.
- 6. Other issues that may emerge as subcommittee deliberates.

BAT desires to address the AVS situation as a part of the overall contract and compensation

recommendations this year. As the committee proceeds with its work, if it is determined that the change cannot be completed this year, the compensation for AVS faculty will increase due to the change in overload per half day session from 1 to 1.5 credit hours, and for full day sessions from 2 to 3 credit hours at the new overload rates tiered by academic rank (see page 7).

Advancement on Full-Time Faculty Salary Schedule and Promotion in Academic Rank

Advancement within each level shall be independent of promotion from level to level.

a. Increments

If a faculty member's performance is satisfactory in all areas of his/her assignment, increments within each level shall be automatic.

b. Promotions in Academic Rank

Promotions from level to level shall not be automatic but shall be made in recognition of outstanding service. Criteria and procedures for recognition of outstanding service have been developed by the faculty and staff. (See the <u>Jefferson College Professional Development System, Revised</u> as approved by the Board of Trustees, June 6, 1990.)

The 1990 Professional Development System shall remain in effect for all full-time faculty hired prior to July 1, 1998, i.e., all current faculty shall be "grandfathered" subject to the conditions stipulated in the Transition System.

Transition System (Expires July 1, 2002)

- Level IV teachers will not be directly involved.
- 2. Level III teachers will progress to Level IV under the 1990 system.
- Level II teachers with one full year in that level and/or tenure will progress to Level III under the 1990 system and then will progress under the transition system. (The transition system includes all parts of the new system except the graduate credit hour requirement will be six hours per promotion.)
- 4. Level I teachers and Level II teachers without one full year in that level or tenure will pursue promotion under the new system.

Effective July 1, 1998, all new full-time faculty shall pursue promotion under the 1998 system which follows.

Faculty Professional Development and Service System (Purpose and Method)

Professional development and service is the evolutionary growth of a faculty member toward greater proficiency in his/her field, his/her profession, and his/her job. This development will benefit the student, the College, and the individual.

The purposes of the Jefferson College Professional Development and Service System are to encourage professional growth, to encourage outstanding service to students, and to recognize the accomplishments and contributions of faculty members.

Activities considered to be part of professional development and service should be many and varied, allowing for individual choice and departmental need. Activities deemed academic should be emphasized. All should be compatible with what is expected for tenure. To be tenured, faculty member must have demonstrated satisfactory progress toward completion of an approved plan for promotion in rank.

The system for recognizing the professional development and service of the individual must be easily administered, equitable, and rewarding, both professionally and monetarily. The PDS system will combine professional growth and service, graduate credit, related work experience, and time in grade as the criteria for movement on the salary schedule and rank designation.

Satisfactory faculty evaluations and fulfillment of promotion criteria, in addition to a letter of application, can be used as supporting evidence for the granting of tenure.

This system applies only to full-time instructional faculty whose major assignment is in the classroom.

Development and Service System

This professional development and service system will enable the faculty member to achieve professional progress through continuing coordination with his/her Division Chair. When combined with the teacher's annual review of job performance and the required number of graduate hours, it will lead to monetary advancement.

Each level of the system will be accompanied by monetary advancement and will be designated by the title below:

Level I - Instructor

Level II - Assistant Professor
Level III - Associate Professor

Level IV - Professor

Growth Plan

Near the end of the academic year, but no later than April 15, the faculty member will meet with his/her Division Chair to develop a professional growth plan for the coming year. They will consider the growth needs of the teacher and the department. Emphasis will be placed on the needs of both. Specific activities to be undertaken during the ensuing year will be described in writing along with general goals allowing for modification of the plan.

Activities undertaken will fall within four broad areas encompassing numerous possible activities deemed worthwhile. (See "Criteria")

Upon mutual agreement between the Chair and the teacher, both will sign the written agreement. It will then pass to the appropriate Dean and subsequently to the Vice President of Academic Affairs for approval. If the plan is not acceptable to either, the teacher must be so informed within ten working days. If this does not occur, the plan is accepted.

If either Dean or Vice President chooses to disapprove the plan, it will be done in writing and will include the specific reasons for the action. The teacher will then meet with his/her Chair to make advised revisions after which the process will be repeated.

If disagreement still exists after that repetition, the teacher may appeal the decision of the Chair, Dean, or Vice President of Academic Affairs through the Grievance Procedure.

Evaluation

At the end of the academic year, but before the next planning session, the teacher will prepare, in writing, a description of the activities that were accomplished and their results, a list of those activities not accomplished with an explanation, and a description of unanticipated activities that fall within the criteria and their result. The teacher and the Chair will meet to assess the accomplishments and evaluate the teacher's annual review of job performance. (Proposed instruments for the formative and summative evaluation of faculty performance are at the end of this section.)

The results of these evaluations will be forwarded to the appropriate Dean and subsequently the Vice President of Academic Affairs. If written notification is not presented to the teacher in ten working days, the evaluation is valid and he/she is credited with a year's progress toward promotion. If he/she is notified of not being credited, the teacher may appeal the decision of the Chair, Dean, or Vice President of Academic Affairs through the Grievance Procedure.

Promotion

When the faculty member has been credited with four years of "progress toward promotion" and met the educational requirements for the next level, he/she is eligible for promotion. The faculty member will file an application for promotion with his/her Division Chair by February 1 and attach to it a report

of his/her professional development and service covering the period since his/her last promotion and including an estimate for the rest of that year. Emphasis should be on quality and result, not on time spent or number of activities. Included will be explanation showing that the proper division of activities has been followed and credit for the proper number of graduate hours has been received. (See "Criteria") Since these activities have been certified annually, nothing else is needed.

The Chair is responsible for insuring that the application is processed through the system and presented to the Board of Trustees for action. In the event that the application for promotion is denied, the faculty member may use the Grievance Procedure.

To be tenured, the faculty member must have demonstrated satisfactory progress toward completion of an approved plan for promotion in rank.

Advanced Degree

Any faculty member receiving an earned doctorate will be advanced one full step on the salary schedule for the next contract year. This will establish his/her new base.

FACULTY EMPLOYMENT EXPECTATIONS AND PROMOTION

P'SE CONTRACTUAL JGATION

Meet and document all certification requirements

Successfully complete yearly teaching assignment

Meet classes at and for the time scheduled

Schedule a minimum of 10 hrs./ week in office:

preparation

academic advising

student consultation

class completion, etc.

Commit time and be available for:

collegial consultation

outcomes assessment

institutional planning

institutionally sanctioned meetings, etc.

Complete all other duties and responsibilities as listed in job description

Successfully complete all base contractual obligations

Demonstrate level of teaching performance that documents increasing value to the College through annual performance review

MINIMUM QUALIFICATIONS FOR PROMOTION AND ACADEMIC RANK

Promotion in level and rank is a product of outstanding service to the College and the community it serves, additional study, additional work-related experience, and continued professional development and service including but not limited to participation in well-defined professional organizations, such as MCCA, MVA, NISOD, MENC, SME, NEA, etc., completion of clearly defined programs of self-directed study, development of new courses or new instructional materials, and community service. While time in grade serves as a component of the promotion process, promotion is not attained solely through acquisition of additional degrees, graduate level credit, or time in grade. Promotion is granted following application and upon recommendation by the appropriate Division Chair, the administration, and the College President, and the approval of the Board of Trustees. Documentation of professional growth and outstanding service will exist in the annual performance review, and each faculty member will be required to summarize his/her activities for the promotional review period and make the summary available upon application for promotion.

INSTRUCTOR (Level 1)

Master's degree in primary discipline or

Master's degree with at least thirty graduate hours in primary discipline and related fields, or

For Vocational/Technical Career Fields

- Bachelor's degree with major in career field and two years' full-time college teaching experience and one year of related full-time work experience, or
- Bachelor's degree with major in career field and four years' full-time related work experience, and
- 3. State vocational education teaching certificate.

ASSISTANT PROFESSOR (Level 2)

Thirty-six graduate semester hours in the primary discipline and related fields, including a Master's degree and four years' full-time college teaching experience with successful professional growth and service, or

Thirty-six graduate semester hours in the primary discipline and related fields, including a Master's degree and six years' full-time related work experience,* or

An earned doctorate or other recognized terminal degree such as the MFA in the subject field and two years' full-time college teaching experience with successful professional growth and service, or

For Vocational/Technical Career Fields:

- Bachelor's degree with major in career field and two years' related full-time work
 experience* and nine approved graduate semester hours in the subject field and four years'
 full-time college teaching experience with successful professional growth and service, or
- Bachelor's degree with major in subject field and four years' full-time related work
 experience* and four years' full-time college teaching experience with successful
 professional growth and service, or
- Bachelor's degree with major in subject field and ten years' related full-time work experience*, and
- 4. State vocational education teaching certificate.

ASSOCIATE PROFESSOR (Level 3)

Forty-eight graduate semester hours in the primary discipline and related fields, including a Master's degree and eight years' full-time college teaching experience with successful professional growth and service, or

Forty-eight semester hours in the primary discipline and related fields, including a master's degree, an earned doctorate, or other recognized terminal degree such as the MFA, in the subject field and six years' full-time college teaching experience, and ten years' full-time related work experience* with successful professional growth and service, or

For Vocational/Technical Career Fields:

- Eighteen graduate hours in the subject field and two years' related full-time work experience*, and eight years' full-time college teaching experience with successful professional growth and service, or
- Ten graduate hours in the subject or related field, four years' related full-time work experience, and eight years' full-time college teaching experience with successful professional growth and development, or
- Bachelor's degree with major in career field and ten years' full-time related work experience*, and six years' full-time college
 teaching experience with successful professional growth and service, and
- 4. State vocational education teaching certificate.

Professor (Level 4)

- Sixty graduate semester hours in the subject and related fields, including a Master's degree and tweive years' full-time college teaching experience with successful professional growth and service, or
- An earned doctorate, or other recognized terminal degree such as the MFA, in the subject or related fields and ten years' fulltime college teaching experience with successful professional growth and service, or

For Vocational/Technical Career Fields:

- Thirty graduate hours in career or related field and three years' full-time related work experience*, and twelve years' full-time
 coilege teaching experience with successful professional growth and service, or
- Thirty graduate hours in career or related field and five years' full-time related work experience* and ten years' full-time college
 teaching experience with successful professional growth and service, or
- Bachelor's degree with major in career field and eighteen graduate semester hours in the career and related fields and ten years' related work experience* and ten years' full-time college teaching experience with successful professional growth and service, and
- 4. State vocational education teaching certificate.

.evel 4 professorial faculty are expected to provide active participation and leadership in shared governance, mentoring newer faculty, professional organizations, departmental work, community and civic work, etc. Evidence of such work should appear on his/her formative and summative evaluations.

Prior experience for rank assignment placement shall be defined as follows:

* One year of this experience may be earned in service through an approved part-time or summer activity equivalent.

College teaching experience includes experience from Jefferson College and other colleges on a one-for-one basis; other teaching experience on a one-for-three basis; and part-time equivalency on a one-for-thirty credit hour basis exclusive of experience as a teaching assistant. Not more than one year of college teaching experience may be credited for any 12-month period.

(Current Board of Trustees Policy)

Faculty without prior teaching or equivalent job-related experience shall not be placed beyond Level 1. Faculty with prior teaching or equivalent job-related experience may receive salary credit for up to ten years of such full-time teaching or job-related experience but shall not be placed above Level [I without special action by the Board of Trustees. Work experience counted as a part of the certification requirement may not be counted for both certification credit and salary credit.

Criteria for Professional Growth and Service

The broadly based activities considered part of professional development and service fall into four general areas of endeavor: academic activities, institutional service, scholarly endeavors, and community service. The faculty member is expected to play several roles, and successful activity in any of these areas will constitute professional growth or service and enhance the College community, included but not limited to:

- A. <u>Academic Activities</u> are those that directly provide the faculty member with new or updated information or methods for the classroom or with skills that enhance the faculty member's ability to help students learn.
 - Informal Education: Intense learning experiences beyond the teacher's current degree
 that do not result in formal credit but that provide the same kind of experiences that
 under other circumstances would be awarded credit. Among these are seminars,
 symposia, and workshops sponsored by national, state, or local government; colleges
 and universities; national, state, regional, or local professional organizations, and
 nationally recognized endowment or funding agencies.
 - Certificate Classes: Learning experiences required of the faculty member for certification as a teacher.
 - Work Experience: Experiences that enhance the teacher's academic activities.
 Among them are corporate, industry, or business positions, teaching senior college classes and faculty exchange programs, or conducting specialized training for industry.
 - Voluntary Certification: Work undertaken to achieve non-required certification that will enhance student ability, student employability, or College reputation.
 - Professional Memberships: Memberships in professional organizations in the teacher area, a related area, or in education.
 - 6. Professional Organizations: An active role in professional organizations including leadership roles, committee service, session presentations, etc.
 - 7. Conferences: Attendance and active pursuit of knowledge at conferences held by professional organizations, governmental agencies, corporations, colleges, etc.
 - 8. Formal Education: Graduate hours earned during the promotion period by teachers who have met the graduate hour requirements for promotion.
- B. <u>Institutional Service</u> encompasses those tasks necessary to the College that are not directly related to teaching and the classroom. In addition, it usually requires learning and experience that meet the requirements for professional development and service.

- Committee Work: Serving on committees that exist within the institution, attending meetings, preparing, etc., which are necessary to successfully fulfilling a committee responsibility.
- Institutional Leadership: Accepting and fulfilling a leadership role in College activities.
 This would include committee officers, organization sponsors, project directors, etc.
- 3. Student Advising: Academic advisement of students both formally and informally.
- Advisory Committees: Serving on or facilitating advisory committees that are institutionally established.
- 5. Recruiting: Participating in efforts designed to acquaint prospective students with College opportunities and assure that they attend Jefferson.
- 6. Mentoring: Providing support and guidance in his/her area of expertise to both colleagues and students.
- Curriculum/Instruction Development: Developing curriculum or instruction that is beyond the teacher's normal duties, any experimental or research project, or any institution-wide project.
- Program Duties: Assisting with scheduling, budget, and personnel that are not required
 of all program members—tasks that would be the job of department heads if we had
 them.
- C. <u>Scholarly Endeavors</u> are any creative endeavors that contribute to the faculty member's ability to teach or serve the College or bring scholarly prestige to the College.
 - 1. Publications: Any creation of the teacher that is published for educational or non-educational consumption that deserves scholarly recognition.
 - Creative Projects: Creations not published, such as art shows, poetry readings, patented inventions, films, etc.
 - 3. Self-Instruction: Any organized plan of individualized learning with specific criteria and goals that is agreed to by the teacher and Chair as beneficial to the teacher and College.
 - Travel: Any travel or tour or portions of travel or tour that are directly or indirectly related to the teacher's field and will be beneficial to the student or the College.
 - Specialized training conducted for industry: Includes designing and teaching college
 credit classes, seminars, or training sessions for employees of an outside
 organization. Training may take place at College or on company site and could
 include training on software, specialized equipment, or specific topics requested by

company.

- 6. Tour of plant, building, facility, or business in teaching field: Incorporated in travel.
- Evaluation and Review: Any work under the direction of government, accrediting
 agency, or university where evaluation, review, criteria, etc., of the teacher field is
 required. Included would be serving on NCA accrediting teams, state competencies
 committees, etc.
- D. <u>Community Service</u> is service to the community served by the College that is not done primarily for compensation.
 - Contributions to the community in the area of the teacher's expertise.
 - Leadership in community groups including officer, board member, and/or committee work.
 - 3. Honors, awards, or special recognition received from a community group.
 - 4. Activities that bring good will to the College.

It is obvious that all the preceding activities do not carry the same weight in establishing the teacher's professional growth nor will desirable professional growth be the same at each stage of the teacher's growth. Belonging to a professional organization does not equate with three hours graduate credit. A first year teacher would find his/her time better spent in teaching related activities or student advisement than in writing a text or chairing a committee. These are, in many cases, things to be worked out between the teacher and the Chair. However, some general guidelines are necessary.

Major emphasis shall be placed on academic activities and institutional service. Over any four-year promotion period, from 75% to 90% should be found in the Academic Activities and Institutional Service sections. A minimum of 25% from each of these is required. A minimum of 10% but not more than 25% will come from Scholarly Activities and Community Service categories combined.

PROFESSIONAL DEVELOPMENT AND SERVICE OVERVIEW Four-year Summary

Name	Level	
Discipline	Years in Level	
Date	Promotion to Level	
	\$	

	Year	Year	Year	Year
Academic Activities	,			
Institutional Service				
	-			
Scholarly Endeavors		5		
Community/ Civic Service				
			:	

PROFESSIONAL DEVELOPMENT AND SERVICE

Yearly Summary Worksheet

	Name Discipline Date	Years in Level
A.	Academic Activities	B. Institutional Service
C.	Scholarly Endeavors	D. Community/Civic Service

A.	Academic Activities	Fall	Spring
В.	Institutional Service	Fall	Spring
C.	Scholarly Endeavors	Fall	Spring
D.	Community/Civic Service	Fall	Spring

EVALUATION OF FACULTY PERFORMANCE - FORMATIVE

NAM	E	POSITION
EVAL	UATIO	ON PERIOD (From - to)
EVAL	UATE	D BY DATE OF EVALUATION
Direct	ions:	To be completed annually in the years not requiring summative evaluation; one copy completed by instructor for discussion; second, final copy completed by division chair in consultation with instructor and signed by both.
Rating	<u>s</u> :	1 - Satisfactory * 2 - Needs Improvement
* Pleas	se expla	ain reason for marking.
I.	Perfor	mance of Position Responsibilities (to be filled out by division chair and teacher)
	Each f	full-time faculty member shall:
	1.	be responsible to the division chair or program director and the appropriate academic dean;
	2.	carry out the policies developed by the Board of Trustees as interpreted and executed by the administration;
	3.	teach classes assigned by the appropriate dean and division chair or program director;
	4.	prepare and file with the division chair or program director course outlines for new and revised courses and follow, within reason, such guides for courses already established;
	5.	prepare and file with the division chair or program director a list showing the author, title, publisher, date of publication, and list price, if known, of all textbooks, required readings, workbooks, or manuals which students must purchase for their courses;
	6.	prepare and file with the division chair or program director a bibliography of library books required for use in each course;
	7.	prepare requests for instructional materials, such as books, maps, audio visual aids, and supplies, and submit them to the division chair or program director for the

	purpose of budget planning;
8.	keep accurate records of class attendance and grades of students and submit them to the Registrar;
9.	attend faculty meetings and Commencement;
10.	develop an office hour schedule appropriate to the attendance hours of students taught and maintain regular office hours for the convenience of students who desire advice or consultation;
11.	be available at appropriate times to advise students;
12.	secure approval of the dean for the office hour schedule and provide a copy of the schedule for the dean and the division chair;
13.	serve as directed on such faculty committees as may be established;
14.	promote student participation in extracurricular activities;
15.	be responsible for meeting and maintaining all teacher certification requirements as may be applicable and required by the State;
16.	continue professional improvement through reading and study and by participation in the activities of professional organizations;
17.	assist in keeping the public well informed as to the progress and development of the College;
18.	utilize available test scores and records as needed to become familiar with the problems and capabilities of students;
19.	cooperate with the administration in conducting research;
20.	assume responsibility for enforcing College rules and regulations as related to student conduct; and
21.	perform other duties as may be assigned by the division chair, the program director

,					
II.	Achievement of Annual an	nd Long-Range Goals			
					ž
ш.	Goals for Upcoming Year				:
IV.	List Professional Developm	nent Activities		ž s	
	*			ż	
V.	General Comments/Recom	mendations			
VI.	Employee Comments				S
Emplo	oyee Signature	*			
Super	visor Signature				24
Date	Mary J. Sarah at as		:		

FACULTY EVALUATION - SUMMATIVE

NAM	MEDAI	E
POSI	SITION DIV	ISION
EVAI	ALUATED BY	
memb memb	areas indicated below have been identified as the major complete and thus serve as the basis for evaluation. This form in the serve as the basis for evaluation. This form is the serve as a self-evaluation and submitted to the division chair by a will review all materials, complete this evaluation form, discurred it to the appropriate dean. Support materials should be a	s to be completed by the faculty the specified date. The division ass it with the faculty member and
I.	Summary of goals and evaluations of the entire five-year	period.
п.	Presentation of student evaluations and any changes they	brought about.
ш.	Summation of committee work and the teacher's contribute	tions to the committees.
IV.	Summation of professional growth including activities under and its relationship to the teacher's effectiveness as a Colle	
V.	Summation of developments, changes, innovations, etc. n effectiveness.	nade in the classroom and their
VI.	A statement of teaching philosophy noting any changes ov	er the last five years.
VII.	Peer evaluation (to be included at the teacher's discretion).	

	Summation of community					
IX.	Other relevant informatio honors, etc.)	n not included ab	ove. (Shou	ld include an	y special rec	ognition
		*				.*
Recor	nmendations of Division C	hair:				
Comn	nents of Faculty Member:					
				÷		-
		9				
				£		
				£		<u>.</u>
Signat	ure of Faculty Member	, - -	Signature o	f Division Ch	nair	
				f Division Ch	nair	<u>.</u>
			Signature o	f Division Ch	aair	
				f Division Ch	nair	<u>.</u>
				f Division Ch	nair	
Date_				f Division Ch	nair	
Date_ Recom	nmendation of Dean:		Date			
Date	nmendation of Dean: reviewed the evaluation of	the faculty mem	Dateber and cha	irperson and		my own
Date	nmendation of Dean:	the faculty mem	Dateber and cha	irperson and		my own
Date	nmendation of Dean: reviewed the evaluation of	the faculty mem	Dateber and cha	irperson and		my own

Maintaining Student Evaluations

It is mutually agreed that faculty should keep student evaluations for at least three years. During performance review a faculty member may be asked to produce student evaluations only if there appears to be a pattern of complaints.

Outcomes-based Evaluation of Faculty Performance

It is mutually agreed to in principle that an outcomes-based evaluation process should be developed to further assess faculty performance. It is further agreed that this project should be accomplished after the upcoming NCA accreditation site visit scheduled for March of 1999.

Recognition of Faculty Association Participation

Current Board of Trustees policy prohibits faculty association committee work to be countered as institutional service or toward promotion. Now that the faculty association (NEA) is a Board recognized organization; the request from the faculty association is that current Board policy be changed to include faculty association activity as institutional service. It is mutually agreed that this request shall be forwarded to the trustees for their consideration.



1000 Viking Drive • Hillsboro, Missouri 63050-2441 (314) 797-3000/789-3000/942-3000 • FAX (314) 789-4012 • TDD (314) 789-5772

STATEMENT OF UNDERSTANDINGS

between the

JUNIOR COLLEGE DISTRICT OF JEFFERSON COUNTY

and the

JEFFERSON COLLEGE FACULTY ASSOCIATION-NATIONAL EDUCATION **ASSOCIATION**

May 11, 1999

Board Administration Team

Faculty Association Team

Approved:

Board of Trustees

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Addendum II: 1999 Agreement, Appendix B



APPENDIX "B"

1000 Viking Drive ● Hillsboro, MO 63050 ● (314) 797-3000 x 120

MEMORANDUM

TO:

Jim McCain

Bob Johnson

Tom Schuessler

Dennis Gannon

Linda Schepers

Jane Kost

FROM:

Wayne Watts

SUBJECT:

BAT-FAT Interim Committee (IC) Meeting of December 9, 1998

DATE:

December 10, 1998

I am reporting the following notes from our meeting. If you disagree with any of these please let me know.

- Those in attendance included Dennis Gannon, Bob Johnson, Jane Kost, Jim McCain, Wayne Watts and Donna Isaacson. Wayne commented that Linda Schepers had called and was unable to attend because of a heavy workload at her full-time job. He relayed that she apologized and offered to resign from the BAT because she would be unable to make the meetings that were held during her normal workday. Those present agreed that after the scheduled meet-and-confer session on January 20, 1999 the meetings could be held at 5:30 p.m. or 6:00 p.m. so Linda could attend.
- 2. A draft agenda was distributed (See Attachment "A").
- 3. Wayne stated that only negotiated items will be included in the *Statement of Understandings*. He then distributed a copy of the latest Salary Administration Plan for Full-Time Faculty (See Attachment "B").
- 4. Frank Thoendel was unable to attend this meeting due to a prior commitment. In Frank's absence Wayne presented the proposal from the AVS Subcommittee (See Attachment "C"). The IC assessed each response made by the subcommittee with regard to the six issues they were given to research. The IC agreed with all the items except for item 2. The IC agreed that extra compensation for AVS faculty should be based on a daily rate, but not calculated based on 166 or 181 days as proposed. Since the college's existence, the daily rate has been calculated based on 190 days. This is consistent for all faculty and will be maintained. The IC agreed with the AVS Subcommittee's recommendations with the correction as noted. The IC agreed the recommendations of the AVS Subcommittee as amended will be incorporated into the Salary Administration Plan for Full-time Faculty and presented to the full BAT-FAT Teams on January 20 for approval.

Addendum II: 1999 Agreement, Appendix B (cont.)

5. A draft version of the extra compensation for faculty teaching AVS students showing last years amount, this years amount, and the proposed amount for next year using the standard 190 days factor was distributed and discussed. The draft version has been cleansed and is provided herein as Attachment "C". All agreed the pay increases were substantive.

cc: Linda Cook Lynn Walker Administrative Cabinet

Addendum II: 1999 Agreement, Appendix C

12-9-98

AGENDA BAT-FAT INTERIM COMMITTEE ON FACULTY SALARIES

- 1. Review and approval of notes from December 2 meeting
- 2. AVS Subcommittee Proposal
- 3. Full-Time Faculty Salary Administration Plan/Statement of Understandings
- 4. Other?

DRAFT 12-9-98

I. Salary Administration Plan for Full-Time Faculty (Effective July 1, 1999)

A. Basic Principles and Provisions

- Jefferson College has adopted a Faculty Salary Administration Plan (FSAP) to ensure the following:
 - a. Fair and competitive wages. One goal of the FSAP is to attract, retain and motivate quality faculty by paying at a rate which reflects fair compensation, in consideration of the College's ability to pay as determined by the Board of Trustees.
 - b. Compliance with mandated requirements. The plan is designed to ensure that the College's pay policies and practices comply with all applicable federal and state laws and regulations.
- The initial salary schedule was developed based upon data collected from the six other two-year public community colleges in the St. Louis Standard Metropolitan Statistical Area.
- 3. The Board of Trustees reserves the authority to approve the following:
 - a. Initial appointment
 - b. Reappointment
 - c. Dismissal
 - d. Granting of COLA's
 - e. Granting of increments
 - f. Promotions
 - g. Awarding of tenure

B. Structure of the Full-time Faculty Salary Schedule (FTFSS)

1. The FTFSS is based upon faculty rank:

Level I Instructor
Level II Assistant Professor
Level III Associate Professor
Level IV Professor

The FTFSS is based upon a 9.5 month contract for services rendered during the academic year for two full semesters as determined by the

academic calendar approved by the Board of Trustees. Faculty on contracts in excess of 9.5 months will have their salaries prorated accordingly.

- 3. The amounts on the FTFSS can change as a result of the granting of a Cost of Living Allowance (COLA). A COLA is defined as a fixed percentage increase to the entire salary schedule. The granting of a COLA is contingent upon the College's budget situation and the approval of the Board of Trustees.
- 4. Increments are in-rank salary increases within the specified range for the assigned rank. Unless designated otherwise by the Board of Trustees, full increments are assumed to be 3 % and half increments 1½%. Increments may be awarded to full-time faculty contingent upon the College's budget situation and approval of the Board of Trustees.
- The top of the salary range for the academic rank held by a member of the faculty represents the maximum earnings unless he/she is promoted to the next rank.

C. Full Time Faculty Salary Schedule 1999-00

Level I Instructor	\$29,800 - \$38,368	
Level II	Assistant Professor	\$31,407 - \$42,280
Level III	Associate Professor	\$33,713 - \$46,816
Level IV	Professor	\$37,919 - \$63,476

D. Area Vocational School

E. Promotions in Academic Rank

- Promotions from level to level shall not be automatic but shall be made in recognition of outstanding service. Criteria and procedures for recognition of outstanding service have been developed by the faculty and staff. (See the <u>Jefferson College Professional Development System, Revised</u> as approved by the Board of Trustees, June 6, 1990.)
- Faculty promoted to the next highest level will receive an increase of \$400 over the previous years base salary.
- 3. If the College awards a COLA and/or increment for the year the promotion is effective, the faculty will receive the COLA and/or increment in

addition to the \$400 increase for the promotion. The sequence of this is as follows: \$400 applied to existing salary, then the COLA is applied, then the increment is applied.

- 4. The 1990 Professional Development System shall remain in effect for all full-time faculty hired prior to July 1, 1998, i.e., all current faculty shall be "grandfathered" subject to the conditions stipulated in the Transition System.
- 5. Transition System (Expires July 1, 2002)
 - Level IV teachers will not be directly involved.
 - b. Level III teachers will progress to Level IV under the 1990 system.
 - c. Level II teachers with one full year in that level and/or tenure will progress to Level III under the 1991 system and then will progress under the transition system. (The transition system includes all parts of the new system except the graduate credit hour requirement will be six hours per promotion.)
 - d. Level I teachers and Level II teachers without one full year in that level or tenure will pursue promotion under the new system.

Effective July 1, 1998, all new full-time faculty shall pursue promotion under the 1998 system which follows.

F. Interactive Television Assignments

A faculty member who develops a 3 hour credit course to be offered via interactive television shall be compensated for 3 hours at the overload rate or receive 3 hours of release time.

A faculty member who offers a 3 credit hour course via interactive television shall receive 4 hours credit for load purposes, with the extra 1 hour at the overload rate.

A faculty member who develops and maintains a dynamic web page to accompany the interactive television course shall be compensated for one hour at the overload rate.

The same class size enrollment limitations that pertain to non-electronic delivery shall apply to course offered via interactive television.

New courses developed and offered for interactive television delivery shall follow all existing College policies and procedures for approval.

G. Extra Employment (Overload)

Full-time faculty members have the right to decline an overload assignment. Extra opportunity employment assignments for full-time faculty members effective with the fall 1998 semester are as follows:

\$540 per credit hour	Level I
\$560 per credit hour	Level II
\$590 per credit hour	Level III
\$640 per credit hour	Level IV

No full-time faculty member shall teach more than six semester hours per semester in addition to a full-time schedule without approval of the President of the College.

H. Summer Session

1. Appointments

Summer session teaching assignments shall be made available on the basis of need relative to the overall instructional program of the College.

Assignments to the summer session shall be made on the basis of the following criteria:

- the faculty member's qualifications to teach specific courses; and
- b. the faculty member's desire to accept a teaching assignment.

2. Summer Session Pay Schedule

\$589 per credit hour - Level I \$622 per credit hour - Level II \$659 per credit hour - Level III \$723 per credit hour - Level IV

INTEROFFICE **MEMORANDUM**

TO:

Wayne Watts and Negotiating Committee

FROM:

AVS Subcommittee -

AVS Subcommittee - **WF**
Kirk Falk, Mike Logan, Frank Thoendel, Joe White, Mike Young

DATE:

December 7, 1998

RE:

AVS Compensation

Attached you will find the thoughts and recommendations of the AVS subcommittee with reference to AVS compensation. Unfortunately, my schedule precludes me from being on campus Wednesday, December 9, to provide an informal presentation to the committee. However, the draft of our thinking is straightforward and self-explanatory.

Although this is merely a discussion piece based on the thinking of the AVS subcommittee and the input of the faculty, the committee would like to thank the BAT/FAT negotiating team for an opportunity to provide input on this particular issue.

As always, if I or a member of the subcommittee can provide additional information, please don't hesitate to contact us.

Attachment

ср

INTEROFFICE MEMORANDUM

TO:

BAT/FAT Negotiating Team

FROM:

AVS Subcommittee

DATE:

December 1, 1998

RE:

AVS Compensation

The AVS Subcommittee comprised of Kirk Falk, Mike Logan, Frank Thoendel, Joe White, and Mike Young met on Monday, November 9, to discuss the six issues as listed in the last year's Memorandum of Understanding. While additional information may be forthcoming, discussion and recommendations on the six items are as follows:

 Similarities/differences of work week expectation of AVS and College faculty, i.e., differentials in duties, intensity of work, hours committed to instruction, other required hours, extra days, challenges of dealing with at-risk students, etc.

It appears that the duties and responsibilities of the AVS faculty are similar in nature to those of the College faculty. The work week of 15 instructional hours for the College faculty is compared to approximately 18 instructional hours for the AVS faculty. Office hours of 10 are the same with each group. All faculty are involved in institutional committee assignments and student advising. A distinction should be made that student advising differs from the AVS standpoint in the sense that advising at the AVS level is more in the nature of counseling students at-risk particularly with reference to behavior in the classroom.

2) Are current overload awards appropriate? If not, what specific adjustments are recommended and what is the basis for the recommendations?

The committee felt strongly that an extra day of teaching, whether it be a half day or a whole day, should be based on the Daily Rate. An increase was granted in last year's Statement of Understanding, however, this rate still falls short of paying a faculty member at his or her Daily Rate. Attached you will find a PIN Chart that identifies the faculty involved, our current overload expenditure, and what it would cost to go to a Daily Rate formula. (see Attachment 1)

 Compensation for shifts and extra calendar days (the latter would include College faculty as well).

Any additional days over the 181 AVS contract days will be paid at the Daily Rate at the end of the contract period.

BAT/FAT Negotiating Team December 1, 1998 Page -2-

> Outline proposal for a separate AVS contract with days specified, work day specified, compensation recommendation (hold harmless provision applies here), duties, etc. Current criteria might be applied to establish a base salary schedule which then might be separated from overload complications.

Members of the AVS committee contacted several of the area vocational schools across the state in reference to their specific contracts regarding AVS faculty. It should be pointed out that most of the area vocational schools across the state are separate entities with all faculty maintaining the same work calendar and, therefore, all of their contracts are identified as number of days or number of months of employment. In addition to Jefferson College, there are three community colleges that house area vocational schools. These schools simply extend their contracts to meet the number of days involved. Jefferson College is by far the most unique with reference to the involvement of the postsecondary faculty teaching AVS students. It still appears that contracting for extra days is the most appropriate solution for the faculty involved. It should be noted that College and AVS contracts have been negotiated at 166 and 181 days respectively.

5) Recommendations regarding rank and PDS for AVS faculty.

The committee felt that rank is something more identified with a university rather than an area vocational school. Its recommendation would be to grandfather those faculty currently holding rank and refer to all new hires as either instructor or teacher. The committee also felt that professional development is extremely important for the faculty and it would be the committee's recommendation that the AVS faculty follow the same PDS system as negotiated including the financial rewards and excluding rank as it affects AVS new hires in the future.

6) Other issues that may emerge as subcommittee deliberates.

At this time the subcommittee has not identified any additional issues. The committee strongly encourages the negotiating teams to reward those employees teaching extra days at the Daily Rate. Perhaps a two-year phase-in would be appropriate if dollars are not available to institute this recommendation for next year.

Attachment

March 11, 1999 BAT Issue #1 - Student Success

Points of Agreement:

- 1. A committee will be formed to study the matter of student retention and student success.
- 2. The President will:
 - a. appoint the committee (which will include members of the faculty and others as appropriate)
 - b. appoint a committee chairperson
 - c. identify a completion date that will allow implementation of committee recommendations in the fall of 2000
 - d. develop and deliver a charge to the committee specific to the desired outcomes as identified on Pg. 119 of the 1999 Jefferson College NCA Self-Study Report ("the College lacks a...retention effort that delineates the responsibilities and activities needed to maintain or improve the viability of the College's various academic and services programs.")

Mayre H. Watts

March 11, 1999

Bob Johnson

April 8, 1999

BAT Issue #2: Faculty Mentoring

Points of Agreement:

Background:

In its continuing effort to provide a positive learning environment for its students, Jefferson College employs a significant number of full-time faculty highly experienced in the process and delivery of higher education.

The College employs a growing number of adjunct faculty who approach their teaching assignments with varying degrees of preparation and experience. Adjunct faculty who have the benefit of regular contact with an experienced faculty mentor will become more effective at teaching and more effective in accessing the resources of the College in a timely fashion. Additionally, in the past two years we have hired a significant number of new full-time faculty.

The College also enrolls a large number of students who, despite possessing the ability and motivation to be successful, lack the support system and sophistication to complete their educational objectives.

Therefore, the College will initiate new mentoring programs with the goals of assisting newly hired full-time faculty and adjunct faculty in more effective teaching and more effective use of College resources, and to assist students in more fully utilizing available support systems to improve their learning experience and opportunities for success.

Programs:

The College will sponsor several workshops on mentoring during the next academic year. These workshops will serve as vehicles for faculty who desire to be involved in the mentoring program to be certified in faculty mentoring and/or student mentoring. Those faculty who are certified as faculty mentors will form a cohort group who will in turn assist in drafting the standards for faculty mentoring at Jefferson College. Similarly, those faculty who are certified as student mentors will form a cohort group to assist in drafting the standards for student mentoring at Jefferson College.

After faculty are certified to mentor--as faculty mentors and/or student mentors, they will be assigned mentees. Division chairs will work together to assign new and adjunct faculty to mentors and will work closely with the Director of Academic Advising to identify and assign students to mentors.

Faculty mentors will be provided mentoring stipends to be determined by the Board of Trustees. The stipend will be determined after the mentoring standards have been reviewed by the Board as presented to them from a mentoring committee appointed by the President through the Administrative Cabinet. Participation in this program is voluntary.

Wayne Watts

Data

Bob Johnson

April 8, 1999 BAT Issue #3: Faculty Credentials

Points of Agreement:

- Faculty hired under the Promotion and Academic Rank System (new PARS) identified in the June 11, 1998 agreement are not affected by this program.
- Levels I, II, III faculty who currently participate in the 1990 PDS and elect to move to the new PARS will receive \$500 added to their base salary when they satisfy the criteria for the next promotion under the new system. Declaration must be made by May 14, 1999.
- Full-time faculty who have reached Level IV under the 1990 PDS and do not currently meet
 minimum criteria for Level IV under the new PARS agreement will receive \$500 upon
 completion of the minimum criteria for Level IV of the new PARS. Completion of the
 minimum criteria must occur prior to July 1, 2003.
- Level IV faculty currently meeting the minimum criteria for Level IV of the new PARS
 agreement will receive a \$250 base salary increase effective July 1, 1999.

Wayne Watts

4/12/99

Bot Johnson

Bot Johnson

FACULTY CREDENTIALS FINANCIAL EXAMPLES April 8, 1999 BAT/FAT Meet-and-Confer

The amounts shown are exclusive of any increments and/or cost of living adjustment made to base salaries

Example 1
Level II faculty who stay on the 1990 PDS earn \$400 for each

+\$400
+\$800
+\$1,200
+\$2,000
+\$2,800
+\$3,600
+\$4,400
+\$4,400

Example 2
Level II faculty who elect to move to the PARS earn a onetime \$500 base addition and \$400 for each promotion.

Year 1	\$35,000	
Year 2	\$35,000	
Year 3	\$35,000	
PARS PROMOTION (\$500 + \$400)		The same
Year 4	\$35,900	+\$900
Year 5	\$35,900	+\$1,800
Year 6	\$35,900	+\$2,700
PARS PROMOTION (\$400)		
Year 7	\$36,300	+\$4,000
Year 8	\$36,300	+\$5,300
Year 9	\$36,300	+\$6,600
Year 10	\$36,300	+\$7,900
CUMULATIVE EARNINGS		+\$7,900

April 8, 1999 (Page 1 of 5) FAT Issues #1 & #2 Faculty Salary Compensation and Extra Employment Compensation:

Faculty Salary Compensation - Points of Agreement:

BAT and FAT agree that an adjustment to faculty salaries is warranted.

As a matter of record:

- a. FAT requested an increase based upon the rationale of "comparative equity." FAT asserts that the Classification Study in 1992 resulted in increases to classified and certified personnel in amounts between \$250,000 to \$300,000. These amounts were not given to faculty at that time.
- b. FAT contends that the faculty agreed to a salary freeze to allow staff increases and that it was understood that there would be a *quid pro quo* increase to faculty salaries at a later date.

3. As a matter of record:

- BAT rejects the "comparative equity" rationale. The notion that the faculty deserves
 "X" dollars adjustment in salaries because the Classification Study yielded an adjustment of "X" dollars in the salaries of certified and classified staff is rejected by
 BAT because they are not comparable issues. The adjustments made to classified and
 certified salaries were the result of a study which reviewed each "individual" position
 in detail. Staff were subjected to the rigors of the study and accompanying anxiety
 for almost two years.
- b. There is no documentation to support FAT's contentions that the faculty agreed to a salary freeze to allow staff increases and that it was understood that there would be a *quid pro quo* increase to faculty salaries at a later date.
- c. The Classification Study resulted from a concern addressed in the formal report of the NCA review team from the 1988 accreditation visit.
- d. BAT recognizes the overall contribution of the faculty and acknowledges that there is a perception, particularly widespread among the faculty who were employed by the College at the time of the Classification Study, that faculty "did not receive their fair share." BAT believes that this perception may be adversely affecting faculty morale.

Wayne Watts Date Bob Johnson

April 8, 1999 (Page 2 of 5) FAT Issues #1 & #2 Faculty Salary Compensation and Extra Employment Compensation:

- e. Within it's fiscal limitations, BAT supports fair and competitive salary levels for the faculty and has demonstrated this support by, among other things; granting pay increases in excess of the statewide average for the past four years, increasing the flat amount for increments to 3% of the annual salary, and not imposing a topout amount for faculty.
- f. BAT believes that increasing faculty salaries to make them more competitive is in the best interest of the College.
- 4. In 1998-99 individual faculty received a substantive percentage increase over and above the increase granted to individual certified and classified (C/C) staff. Increases in each of the following areas of faculty compensation were made at the request of the Faculty Association. The increases were as follows:

a.	Additional monies for faculty over and above percentage	\$92,695
	given C/C staff for 1998-99 calculated as follows:	
	$8\% - 5.5\% = 2.5\% \times 37,078 = $92,695$	
b.	Additional monies for faculty at the 1998-99 increased	
	extra employment rate (estimated)	41,303
	Fall '98 = \$20,837, Spring '99 = \$20,466	
c.	Additional monies for faculty at the 1998-99 increased summer	
	rate	6,854
d.	Additional monies for AVS faculty at the 1998-99 increased	
	amount	9,765
	TOTAL	\$150,617

- 5. The Interim Committee proposed an increase in AVS salaries which is estimated to cost an additional \$14,942 in 1999-2000.
- The additional monies already granted to faculty (from #4 above) plus the additional monies proposed for AVS faculty (from #5 above) totals \$165,559 excluding benefits costs.

Wayne Watts

4/12/99
Bob Johnson

Date
Bob Johnson

April 8, 1999 (Page 3 of 5) FAT Issues #1 & #2 Faculty Salary Compensation and Extra Employment Compensation:

- 7. An additional adjustment will be made to faculty salaries in the amount of \$89,200 (excluding benefit costs) which will be in addition to any COLA and/or increment granted by the Board of Trustees. The distribution of the additional adjustment will be as follows:
 - a. Increases based on rank:

Each of 14 Level I's	\$0	Adjustment = \$0
Each of 15 Level II's	\$300	Adjustment = \$4,500
Each of 12 Level III's	\$600	Adjustment = \$7,200
Each of 47 Level IV's	\$900	Adjustment = $$42,300$
Sum of this additional adj	\$54,000	

Methodology and rationale for this adjustment:

This addresses FAT's expressed concerns that, among other reasons, entry level faculty salaries have risen in recent years resulting in the compression of salaries between newly hired faculty and experienced faculty. This adjusts the salaries of faculty who have been at the College longer with similar credentials.

Amount for promotions will increase from \$100 to \$400:

Level I	No prior promotions	
Level II	One prior promotion	\$400 - \$100 = \$300
Level III	Two prior promotions	\$800 - \$200 = \$600
Level IV	Three prior promotions	\$1200 - \$300 = \$900

- b. Across-the-board increase of \$400 for each faculty member $88 \times 400 = 35,200$
- 8. The total granted or proposed to date from #4 and #5 above plus the total from 7-a and 7-b above is: \$165,559

54,000 35,200 \$254,759

With benefit costs this total approaches \$300,000.

Wayne Watts Date Bob Johnson

April 8, 1999 (Page 4 of 5) FAT Issues #1 & #2 Faculty Salary Compensation and Extra Employment Compensation:

- 9. The methodology for the application of the additional adjustments will be as follows:
 - a. The \$54,000 adjustment based on rank and the \$35,200 across-the-board adjustment will be applied to current salaries, then the COLA and increment (if any) will be applied.
 - b. This adjustment will be made over two years, with one-half of the adjustment being made July 1, 1999 and the remaining one-half made on July 1, 2000, subject to budgetary considerations.
- 10. Except for the additional adjustments mentioned above, for all annual pay raises granted by the Board of Trustees, each faculty member will receive COLA and/or increment percentage increases very similar to those granted each member of the certified and classified staff, if any. It is understood that the Board of Trustees reserves the right to adjust the salaries of individuals or groups of individuals as it deems appropriate.
- 11. With this adjustment, the Jefferson College Faculty Association-National Education Association affirms that the administration and Board of Trustees have taken exceptional steps in increasing faculty salaries in recent years. The Association also affirms that these increases have adjusted the salaries of individual faculty, and have established the ranges of pay of the Full-Time Faculty Salary Schedule, to levels deemed by the Association to be fair and equitable. In the future, the faculty reserves the right to review the faculty salary schedule and propose changes based upon data in the SMSA.

Extra Employment Compensation - Points of Agreement:

- BAT and FAT agree that full-time faculty members have the right to decline an extra employment (overload) assignment. That is, overloads are "extra opportunity employment assignments" and not overtime.
- 2. BAT supports a fair extra employment wage for full-time faculty as evidenced by the substantive increase that was proposed by BAT last year and that was subsequently agreed to by BAT and FAT. The total additional cost for the increases granted just last year are projected to exceed \$42,000. This is an ongoing additional cost each year. Furthermore the preponderance of the extra hours taught by full-time faculty are taught by Level IV's. The distribution of our faculty by rank is skewed significantly to the Level IV rank. Last year the Level IV rate was increased by over 18.5%. FAT expresses appreciation to the Board and administration for last year's increase.

Wayye Watts Date Bob Johnson

April 8, 1999 (Page 5 of 5) FAT Issues #1 & #2 Faculty Salary Compensation and Extra Employment Compensation:

- The chart on the next page shows the extra employment rate per credit hour for full-time faculty teaching in the St. Louis SMSA at public two year community colleges. The extra employment rate per credit hour paid by Jefferson College substantially exceeds the average extra employment rate per credit hour at each level paid by our peer institutions in the St. Louis SMSA. FAT agrees.
- 4. For the years 1999-2000, 2000-2001, and 2001-2002 the rate of pay for the summer session and the rate of pay for extra employment assignments will be increased by a Cost of Living Adjustment (COLA). This COLA will be based upon the increase in the Consumer Price Index - All Urban Consumers for the St. Louis, Missouri area (CPI) as published by the U.S. Bureau of Labor Statistics. The COLA for each year will be based upon the CPI for the previous calendar year. The CPI for calendar year 1998 was 1.6%. This increase will take effect beginning with the summer session, 1999.

Miscellaneous - Points of Agreement:

- The application of the COLA to the rate of pay for the summer session and extra 1. employment pay are not intended to set a precedent for future negotiations. That is, this issue "stands alone" and is not intended to establish a precedent for "pattern negotiations".
- 2. For the next three years proposals/issues for negotiation will be limited as follows:

1999-2000 negotiations for 2000-2001 No items 2000-2001 negotiations for 2001-2002 One item 2001-2002 negotiations for 2002-2003 One item

COMPARISON OF 1998-99 EXTRA EMPLOYMENT PAY PER CREDIT HOUR FOR FULL-TIME FACULTY IN THE ST. LOUIS SMSA

	Belleville Area College (*)	East Central	Metropolitan	Lewis & Clark	St. Charles	St. Louis	Jefferson College	Average
Level I	450	500	375	460	516	556	540	485
Level II	506	500	375	460	586	639	560	518
Level III	522	500	450	460	666	740	590	561
Level IV	631	500	525	460	772	829	640	622

^(*) Derived from a calculation using their formula and our faculty salaries

March 11, 1999 FAT Issue #3 - Expanded Section 125 Plan

Points of Agreement:

- A "good faith" effort will be put forth by the Board of Trustees and the Administration to implement the expanded plan coincident with the beginning of the next calendar year (January 1, 2000). A "good faith" effort is understood to not be a guarantee.
- A tentative schedule will be developed and accompany this proposal when presented to the Board of Trustees that will outline the tasks necessary to implement the expanded plan on January 1, 2000.
- 3. If an expanded plan is implemented it would be available to all employees of the College.

Wayne H. Watts

March 11, 1999

Bob Johnson

Tentative Schedule for Implementation of Expanded Section 125 Plan

1.	Evaluative Third Party Administrators	June - August
2.	Obtain Board of Trustees Approval of Resolution	August
3.	Select Third Part Administrator	August
4.	File Amended Plan with IRS	August
5.	Offer Training to Employees	October
6.	Employees Enroll	December
7.	Effective Date of New Plan	January 1, 2000

Addendum III: 2001 Agreement, Cover Page



STATEMENT OF UNDERSTANDINGS

between the

JUNIOR COLLEGE DISTRICT OF **JEFFERSON COLLEGE**

and the

JEFFERSON COLLEGE FACULTY ASSOCIATION-NATIONAL EDUCATION ASSOCIATION

May 17, 2001

Faculty Association Team

Board of Trustees

March 5, 2001 FAT Issue - Recognition of JCNEA (Association)

Points of Agreement:

Pursuant to Board Policy No. IV.009 "The Jefferson College National Education Association is recognized as the bargaining representative for full-time faculty on matters of salaries, terms and conditions of employment to the extent permitted by Missouri statutes." The Board has further directed the President of the College or his designee to develop a Statement of Understanding in a style format consistent with current Board policies and procedures.

The following is provided as clarification:

- The Board of Trustees agenda and pertinent public documents will be provided to the Association, through its President or designee, prior to Board meetings.
- Two (2) days leave will be available annually to no more than four (4) members of the JCNEA to participate in NEA conferences or related activities. Request for said leave will be submitted by the Executive Board of the Association to the Vice President of Academic Affairs no later than 30 days prior to the conference or related activity. As with all leave, it will be granted subject to approval of the appropriate supervisors (see Board Policy No. II .011.10). The supervisor in this instance would be the appropriate dean and the Vice President of Academic Affairs. No College expense will be incurred and all necessary arrangements within the division must be completed prior to approval of the leave request.
- During annual orientation, the Association activities may be listed in the schedule of activities provided the times do not conflict with scheduled College activities.
- Professional Development Days (formally referred to as in-service days) were negotiated
 as part of the Statement of Understandings in 1998, which states that the agenda
 "content should be mutually developed by faculty and administration." This is still the
 case. The Board does not wish to discriminate against any ideas brought forth which
 would enhance Faculty development. It was the intent of the BAT team in 1998 to utilize
 Professional Development Days for training in College-wide issues (e.g. Banner training,
 Gateway Consortium training, diversity, sexual harassment training, computer literacy,
 etc).
- The Board has recognized that the JCNEA (Association) and its members will not be discriminated against in the use of College campus facilities and equipment, provided such use is within existing Board policy and procedures. The Association may schedule use of campus buildings and facilities at reasonable time when such facilities are not otherwise in use. Authorized representatives of the Association are permitted to transact Association activities on College property, at reasonable times, provided the business of the College is not disrupted.
- The Board recognizes the Association to post official notices and other matters relating
 to the Association on College bulletin boards that are currently in use throughout the
 campus for such purposes. As with all notices, the Association must adhere to current
 policies regarding any application procedures. In order to facilitate continued good

relations, the Association may use the College campus mail, faculty mailboxes and e-mail for appropriate communications, provided such use does not conflict with current Board policy and procedures. Association minutes may also be placed on the e-mail bulletin board in the same manner as other internal organization minutes. The Board recognizes the uniqueness of the Association and cautions such use as it relates to Board Policy II-008.

- Since the Board has recognized the Association as the bargaining representative of the full time faculty in Board Policy IV-009, service on the Association FAT negotiating team and service on the Association Executive Board will qualify as Institutional Service for criteria for Professional Growth and Service of the Faculty Professional Development and Service System. The Association Executive Board members are limited, under this agreement, to those positions depicted under Article V, Section I of the Association Bylaws as of March 1, 2001, plus one at-large member from the ATS faculty. This totals 12 individuals. This will clarify the asterisk in the Board Procedures referring to the Statement of Understandings dated June 11, 1998.
- Each Board agenda provides time for public comment. The Association, as any group or citizen, may address the Board at that time. Current Board Policy (Section I-008) also has provisions for recognition of non-Board members to address the Board at any meeting.

Bill Wellane March 5, 2001_

Bill McKenna

Γom Mapple

March 5, 2001 **BAT's Issue - Mentoring Program**

Points of Agreement:

- The President of the College will appoint a committee to develop a "student mentoring" 1. program as soon as possible after completion of the 2001 Statement of Understandings. The committee will consist of six members, three of which will come from a list of six full time faculty submitted to the President of the College by the President of the Association. All committee votes taken shall be recorded in the minutes and four votes are necessary for passage of any recommendation. The committee will select its own chair and vice chair at its first meeting to be called by the Dean of Extended and Non Traditional Learning.
- The committee will report its student mentoring recommendations to the College 2. President by September 15, 2001. The recommendations shall be forwarded to Cabinet and eventually to the Board of Trustees for any action. Once adopted the recommendations would be scheduled to begin with the Spring 2002 semester.
- This program will be voluntary and any additional stipends are subject to Board of 3. Trustees approval. This program does not take the place of any current mentoring programs now being utilized in the "criteria for professional growth and service."
- Once student mentoring is in place, the President of the College will appoint a like 4, committee, utilizing the same make-up, to convene and establish recommendations for a "faculty mentoring" plan, which should be completed by May 1, 2002 for Cabinet and Board of Trustees approval and implementation in the Fall 2002 semester.

Biel McKenn

Addendum IV: 2003 Agreement, Cover Page



1000 Viking Drive • Hillsboro, Missouri 63050-2441 (636) 797-3000/789-3000/942-3000 • FAX (636) 789-4012 • TDD (636) 789-5772

STATEMENT OF UNDERSTANDING

between the

JUNIOR COLLEGE DISTRICT OF JEFFERSON COLLEGE

and the

JEFFERSON COLLEGE FACULTY ASSOCIATION-NATIONAL EDUCATION ASSOCIATION

June 12, 2003

Wayne H. Watts Board Administration Team	Date	Trish Loomis Faculty Association Team
Approved:Board of Trustees	Date	Sherry Armstrong, Secretary Board of Trustees

Addendum IV: 2003 Agreement, Table of Contents

NOTE: There is no change to the Table of Contents as a result of the 2003-2004 BAT/FAT agreement.



1000 Viking Drive • Hillsboro, Missouri 63050-2441 (636) 797-3000/789-3000/942-3000 • FAX (636) 789-4012 • TDD (636) 789-5772

STATEMENT OF UNDERSTANDINGS

between the

JUNIOR COLLEGE DISTRICT OF JEFFERSON COLLEGE

and the

JEFFERSON COLLEGE FACULTY
ASSOCIATION-NATIONAL EDUCATION
ASSOCIATION

Wayne H. Watts

Board Administration Team

2-12-0

John Pleimann

Faculty Association Team

Approved: Oynda Schepus

Board of Trustees

Date

Sherry Armstrong, Secretary

Board of Trustees

Addendum V: 2004 Agreement, Table of Contents

NOTE:	There is no change to the Table of Contents as a result of the 2004-2005 BAT/FAT agreement.	

2-10-04

BAT RESPONSE TO FAT ITEM 1- SALARY COMPRESSION

BAT agrees that compression has taken place and that it will continue unless some corrective measures are instituted. BAT also agrees with the eight assumptions listed in FAT's proposal.

In order to resolve the compression issue, it was important to identify the possible causes of compression. BAT has conducted a thorough analysis of the specific policies, procedures and practices which have caused compression of faculty salaries. These were reviewed with the BAT-FAT subcommittee. The effect of compression on faculty salaries is the result of one or more of the following:

1. The process of arriving at a starting salary for faculty requires some subjectivity. It provides for the variables such as degree of educational attainment, prior teaching experience, prior work experience, and market conditions. Within the teaching experience category \$100 to \$500 can be added to the base depending on the number of years of experience and whether the teaching experience is with a community college, university, K-12, business school, industry teaching, military or in private systems. Every situation and circumstance is different. Amounts are determined after critical review of the candidates credentials, with considerable discretion applied. Similar judgement is applied to work experience and market conditions.

Over the years several facts have emerged which have resulted in our philosophy of offering new faculty the highest justifiable salary at the time of hire. These are:

- a. For the benefit of faculty we know that the most important salary he/she will ever earn is his/her starting salary. This is the salary upon which every future increase is based.
- b. In recent years we have had several first choice candidates for faculty positions decline the job after receiving a disappointing salary offer from us. The point is we could not get the starting salary up high enough.

c. Applicants in some disciplines for which we have recruited have compiled significant credentials. Our society as a whole is more educated today and is more

mobile and willing to relocate then 20-30 years ago. More credentials result in a higher starting salary.

- 2. Another factor which contributes to compression, although at this time affecting only a few faculty, is the implementation of the top-out provision in 1999. The top-out provision was implemented to be consistent with the Salary Administration Plan for classified and certified staff. This provision limits the earnings of faculty who do not seek promotion and, therefore, remain at their level for an extended time. It should be noted however, that the decision not to pursue promotional opportunities to a higher level is made by each individual faculty member.
- 3. Another factor which we believe has contributed to compression, in some cases, is that prior to 1991 there appears to be some inconsistencies in the setting of starting salaries for newly hired faculty. For example, some faculty were given the salary on the Faculty Salary Schedule at the time of the offer (spring) and not at the time of their start date (fall of the next fiscal year). Therefore, they did not benefit from any increase in the pay schedule which may have occurred for the new fiscal year. The compounding effect of this lower salary over the years could become material. It should be noted that it is sometimes impossible to reconstruct the rationale used for setting starting salaries prior to 1991.
- 4. Another factor which we believe has contributed to compression is that Board Policy and Procedure allow for newly hired faculty to be brought in at Level I or Level II. As stated earlier, the decision as to whether to bring a newly hired faculty in at a Level I or Level II is, with only limited restrictions, subjective and discretionary. It does appear that during the 1960's, 1970's, and 1980's it was a common practice to bring newly hired faculty in at Level I. As stated in #1 above, the philosophy that has existed for the past decade has been to bring newly hired faculty in at the highest justifiable salary, which includes bringing them in at Level II when possible.
- 5. Another factor in our pay practices which has allowed the salaries of newer faculty to "keep pace" with faculty with more years at the College concerns the granting of increments. In addition to promotions, there are two ways to increase the salary of faculty. One is the granting of a COLA (cost of living allowance). A COLA is defined as a fixed percentage increase to the entire salary schedule. Another way to increase the salary of faculty is to grant increments. Increments are, in effect, longevity increases. When granted, increments are awarded to all faculty who have been at the College for a minimum of one full contract year. The decision process we use to grant pay increases is once we determine how many dollars we have for pay

Wuye H. Watto 2-12-04
AT Team Chair Date

raises, that number is converted into a percentage. We then decide on how much of that percentage will be a COLA and how much will be an increment. Since 1997-98 no increments have been granted. That is, all pay raises have been in the form of a COLA. Granting increments increases the pay of existing faculty. Newly hired faculty would not receive an increment and so their pay would not increase. If we granted increments more often the effect of this would be more "stretch" in the faculty salaries. However, when we grant a pay raise in the form of a COLA only, newly hired faculty get the same percentage pay raise as faculty who have been at the College for another year. This allows new faculty to "keep pace" with faculty who have more years at the College.

- 6. The dollar amount given to faculty when a promotion was granted through the history of the College until July 1, 1999, was only \$100. This low amount has constrained the earnings of our senior faculty. For example, for a faculty member who was hired at Level I, was promoted to Level II, then was promoted to a Level III, and then was promoted to Level IV, the cash award for going through the rigors of the promotional system was only \$300. We believe that a \$300 total pay increase did not allow for a natural salary spread which would have occurred over the years had the amount for promotions been more. In 1998-1999 in an effort to at least partially rectify this situation, we increased the monetary value of each promotion to \$400. Faculty promoted since the time of this change, who are predominately newer faculty, have realized this increased amount (especially those who have received multiple promotions). This has added to the compression effect.
- 7. The circumstance concerning the cash award for a doctorate appears to have also contributed to compression. Faculty who have a doctorate at the time of hire have \$500 added to their salary. Faculty who earn a doctorate while employed at the College receive 3%. The 3% award amounts to three or more times the \$500.

BAT proposes to resolve the compression problem by addressing the aforementioned causes of compression, and to address the other recommendations included in FAT's proposal, as follows:

1. The current philosophy of starting new faculty at the highest justifiable salary at the time of hire will be continued. The current Board Policy and Procedure prescribing the methodology to arrive at a starting salary for newly hired faculty will also remain the same. The rationale for this is explained in 1 a, b, and c above.

We will maintain the provision in which the starting salary of a newly hired faculty is reduced by \$500 for only possessing a bachelor's degree. We will add the provision that \$500 will be added to the base salary for the next contract year of faculty who, after being hired, earn a master's degree. The master's degree must be confirmed prior to the first day of classes of the ensuing academic year in order to receive the additional salary for that contract year. We will also add \$500 to the base salary of any faculty who we can determine was penalized \$500 at the time of hire for not possessing a master's degree and then subsequently earned a master's degree. This adjustment will be incorporated in his/her base salary for 2004-2005 if re-employed for the 2004-2005 contract year.

- 2. The top-out provision will be maintained for consistency with the certified and classified staff Salary Administration Plan, which includes a top-out provision. Salary ranges of the Faculty Salary Schedule are increased each year in the form of a COLA as the budget permits. Faculty can avoid being topped out at Levels I, II, and III by satisfying the criteria for promotion and being promoted. We will adjust the pay ranges of the Faculty Salary Schedule. See Appendix "A".
- 3. There will be no action taken on the matter of possible inconsistencies in the setting of starting salaries prior to 1991 based on work or teaching experience. We must assume that the decisions made on salaries at that time were made in the best interests of the College. The practice at that time was in compliance with Board Policy and Procedure and resulted in the hiring of many excellent faculty, some of whom are still with the College today.
- 4. There will be no action taken on the matter of possible inconsistencies in the setting of starting salaries prior to 1991 based on Level I or Level II. We must assume that the decisions made on salaries at that time were made in the best interests of the College. The practice at that time was in compliance with Board Policy and Procedure and resulted in the hiring of many excellent faculty, some of whom are still with the College today.
- 5. The five year period from 1997-98 to 2003-04 in which increments were not granted allowed the salaries of newer faculty to keep pace with faculty with more years at the College. Pay raises were granted in the form of a COLA only. This was done in order to raise the amounts of the overall faculty salaries. The administration is now aware of the adverse impact that this practice has had on our experienced faculty. Future pay increases will attempt to strike a better balance between COLA increases and increments.

6.	We believe the current \$400 amount for promotion is inadequate and has contributed
	to compression. A larger amount, correlating more with the significance the College
	places on the attainment of promotions, is appropriate. Further an increased amount

Mayre H. Witto 2-12-04
AT Team Chair Date FAT Learn Chair

for promotions to higher ranks will provide some "stretch" in faculty pay. The amount for promotion from one level to another will be increased from \$400 to the following:

```
Level II to Level II = $1,500
Level II to Level III = $2,500
Level III to Level IV = $3,500
```

Furthermore, we will adjust the salaries of existing faculty with these new promotion amounts as follows:

```
Level I's - no increase

Level II's who were hired at Level II - no increase

Level II's who were hired at Level I - will receive ($1,500 - $400) = $1,100

Level III's who were hired at Level I - will receive ($1,500 - 400) + ($2,500 - $400) = $3,200

Level III's who were hired at Level II - will receive ($2,500 - $400) = $2,100

Level IV's who were hired at Level I - will receive ($1,500 - $400) + ($2,500 - $400) + ($3,500 - $400) = $6,300

Level IV's who were hired at Level II - will receive ($2,500 - $400) + ($3,500 - $400) = $5,200
```

7. The amount of additional salary for faculty who possess an earned doctorate at the time of hire will be increased to \$1,500. For existing faculty who possessed an earned doctorate at the time of hire and received less than \$1,500, or for existing faculty who earned a doctorate while employed at the College and received less than \$1,500, the difference between \$1,500 and the amount received will be incorporated into their base salary for 2004-2005 if re-employed for the 2004-2005 contract year.

The amount of additional salary for faculty who earn a doctorate while employed at the College will be increased to \$1,500 for the next contract year. The doctorate must be confirmed prior to the first day of classes of the ensuing academic year in order to receive the additional salary for that contract year.

8. For Level II and Level III faculty whose salary is substantially disproportionate for the number of years they have been at the College, a one-time equity adjustment will be made to the base salary for 2004-2005. These faculty and their one-time equity adjustment are as follows (\$200 for each year of full-time service as of 6-30-2004):

Dubman, S. \$1,400 Watkins, S. 1,400 Logan, M. 1,400

Wayre H. Watto

2-12-04

e FAT Team C

Hovis, R.

1,200

Pleimann, J.

2,000

9. Depending on the College's budget situation, we may elect to incorporate all adjustments in the 2004-2005 contract or we may elect to spread the promotion adjustments over 2004-2005 and 2005-2006 contract years.

If we decide to incorporate all adjustments in the 2004-2005 contract then the sequence of applying the adjustments with any other pay increases will be as follows:

First - Any promotion, master's and/or doctorate adjustments and any equity adjustments, (from #1, #6, #7 and #8 of this section)

Second - Current promotions, earned master's and/or earned doctorate, if applicable

Third - COLA, if granted

Fourth - Increment, if granted

If we decide to spread the promotion adjustments over two contract years:

a) One-half of the promotion adjustment will be incorporated into the base salary for 2004-2005 and the final one-half of the promotion adjustment will be incorporated into the base salary for 2005-2006. Faculty who are not re-employed for the 2004-2005 contract year will not receive any adjustment. Faculty who are not re-employed for the 2005-2006 contract year will not receive the second onehalf of the promotion adjustment (except for early retirees - see b below). The sequence of applying the adjustments and any other pay increases will be as follows:

First - Any master's and/or doctorate adjustments and any equity adjustments (from #1, #7 and #8 of this section)

Second - Current earned master's or earned doctorate, if applicable

Third - Any promotion adjustments (from #6 of this section) (*)

Fourth - Current promotion, if applicable (*)

Fifth - COLA, if granted

Sixth - Increment, if granted

- (*) One-half incorporated into the contract for 2004-2005 and one-half incorporated into the contract for 2005-2006. Faculty who are not reemployed for the 2004-2005 contract year are not entitled to any of the promotion amount. Faculty who are not re-employed for the 2005-2006 contract year are not entitled to the second one-half of the promotion amount.
- b) In the event that the Board of Trustees approves an Early Retirement Incentive Program (ERIP) for 2004-2005, faculty entitled to the second one-half of the

Wayne M. Watts

Date

FAT Team Chair

BAT Team Chair

promotion adjustment who elect to retire under the ERIP effective June 30, 2005, will receive a one-time payment of the amount due for 2005-2006 on their last paycheck for the 2004-2005 contract year. Furthermore, the ERIP cash incentive will be calculated using the 2004-2005 base salary plus the one-time payment of the second one-half of the promotion adjustment.

- 10. If after <u>all</u> adjustments are applied, a faculty member's base contract salary is below the minimum for his/her current rank or to the rank to which the faculty member is promoted, the base contract salary of the faculty member will be increased by such additional amount as to raise the faculty member's salary to the minimum of the faculty member's rank.
- 11. We believe the combination of the above mentioned actions will have both an immediate impact and a long range impact on eliminating compression of faculty salaries. For this reason, and that according to the "Statement of Understandings" between the Board of Trustees and JCNEA each party may submit issues to the other each year, BAT does not believe it is necessary to "Establish a system to monitor future salary compression every 3-5 years and report the outcome to faculty."
- 12. With these adjustments, the Jefferson College Faculty Association-National Education Association affirms that the administration and Board of Trustees have taken exceptional steps in increasing faculty salaries. The Association also affirms that these increases have adjusted the salaries of individual faculty, and have established the ranges of pay of the Full-Time Faculty Salary Schedule, to levels deemed by the Association to be fair and equitable. The faculty still reserves the right to review faculty salary data and propose changes in future years.

Waye N. Watts
BAT Team Chair

2-12-04

7

Addendum V: 2004 Agreement, Appendix A

Appendix "A"

Faculty Salary Schedule

		Current 2003-2004	Proposed 2004-2005 (*)
Level II Level III Level IV	Instructor Assistant Professor Associate Professor Professor	\$34,104 - \$43,909 \$35,942 - \$48,386 \$38,582 - \$53,577 \$43,395 - \$72,644	\$34,104 - \$46,040 \$35,942 - \$52,116 \$39,536 - \$61,281 \$45,466 - \$75,018

(*) Does not include any COLA granted for 2004-2005, if any.

Addendum V: 2004 Agreement, Appendix B

View Message

Page 1 of 1

Date: Fri, 19 Mar 2004 09:59:55 -0600 (CST)

From: "Joe Edmund Lange" <jlange@jeffco.edu> Block Address

Subject: CPS review of BAT-FAT

To: wwatts@jeffco.edu

Cc: ckuchar@jeffco.edu, smorgan@jeffco.edu, clile@jeffco.edu, jpierce@jeffco.edu

Reply Reply All Forward Print Polete

Wayne:

As per your request, the BAT-FAT proposed agreement was circulated through the Certified Professional Staff for comment at the February 24th meeting, and the draft minutes reflected that copies could be obtained from Terry Ponzar.

As of this date, no comments have been received from teh Certified Professional Staff.

Joe

Joseph E. Lange, Ed.D Director of Research & Planning Jefferson College 1000 Viking Dr. Hillsboro, MO 63050 voice 636-797-3000x109 fax 636-789-4012 jlange@jeffco.edu

Reply All ## Forward ## Print | @ Delete

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Addendum V: 2004 Agreement, Appendix C

View Message

Page 1 of 1

Date: Thu, 18 Mar 2004 13:51:02 -0600 (CST)

From: "Victoria L Morgan" <vmorgan@jeffco.edu> Block Address

Subject: **BAT-FAT Agreement**To: bmckenna@jeffco.edu
Cc: wwatts@jeffco.edu

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The Classified Professional Staff appreciates the opportunity to respond to the proposed BAT-FAT issue regarding the Faculty Salary Schedule. The document was presented to the Classified Professional Staff Executive Committee for review. No comments specific to the issue were received.

Vickie Morgan, Instructional Designer Gateway Community College Consortium 636-797-3000, ext. 357

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https://altair.jeffco.edu/cp/email/message?msgId=3.\$NJeffersonX0020CollegeX0020Mail.... 3/18/2004



1000 Viking Drive, Hillsboro, Missouri 63050-2441 (636) 797-3000/789-3000/942-3000, Fax: (636) 789-4012, TDD (636) 789-5772

STATEMENT OF UNDERSTANDINGS

between the

JUNIOR COLLEGE DISTRICT OF JEFFERSON COUNTY

and the

JUNIOR COLLEGE FACULTY ASSOCIATION-NATIONAL EDUCATION ASSOCIATION

Richard T. Turley

Board Administration Team

3/25/08

e Scott

Faculty Association Team

Approved: V

Board of Trustees

Date

Terry Ponzar, Secretary

Board of Trustees

Final Agreement

BAT-FAT

3/18/08

Proposal #1:

Implementation of Fall Break: The fall break would entail the creation of a four day break for students in late October. This would provide students the opportunity to rest, collect themselves, and catch up in their studies.

Response:

Difficulties arose in attempting to accommodate the fall break within the academic calendar so the fall break cannot be accommodated at this time.

Proposal # 2:

Board of Trustee Forum: The forum would be an informal question and answer session held during orientation week with administration, Board of Trustee members and faculty.

Response:

An informal social gathering of faculty and staff will be held during the fall orientation week of each academic year.

Proposal #3:

Marketing Specific Programs: Faculty would like the college to market specific programs in the school's advertising efforts.

Response:

The administration will continue to market low enrollment programs and other programs. The administration will improve communications with the faculty and staff about these efforts and include them in the planning and implementation process.

Proposal #4:

Revising the Professional Development System: FAT wants the professional development system, as it currently stands, to be revised so that additional forms of service to the College may be recognized and considered for faculty seeking promotion. Additionally, the faculty would like to see a mechanism created for those that are toppedout at one level, and in the process of pursuing their coursework for promotion, be able to receive a full salary increase if one is granted in a given year. To implement these changes the faculty would like to form a join administration-faculty committee that could revisit the professional development systems put in place in 1982 and 1991 in order to amend the current system that was negotiated in 1998.

Response:

BAT agrees that the current Promotion in Academic Rank System (PARS) system should be revisited. The issue can be reviewed during the next BAT-FAT negotiations.

Proposal # 5:

Salary Increase: Faculty is asking for a salary increase and an increase to the salary base for all promotions in academic rank.

Response:

The Board of Trustees has approved a 4.3% cost of living increase along with a ½ step increment (1/2%), for those that are qualified, for a total of 5.8% for the next fiscal year.

Addendum VII: 2009 Agreement, Cover Page



STATEMENT OF UNDERSTANDINGS

between the

COMMUNITY COLLEGE DISTRICT OF JEFFERSON COUNTY

and the

COMMUNITY COLLEGE FACULTY ASSOCIATION-NATIONAL EDUCATION ASSOCIATION

Aschard T. Turley Richard T. Turley Board Administration Team	Thong Date	Scott Holzer Faculty Association Team	<u>4-2</u> -20 Date
Approved: Board of Trustees	Date	Terry Ponzar, Secretary Board of Trustees	Date

Final Agreement BAT-FAT 3-18-09

Issues 1, 2 and 3 have been removed from consideration

Issue 4: Institutional Assessment-BAT Response

The College will, through Institutional Research, construct an annual institution-wide survey to enhance assessment of the College. The Assessment will be patterned after the PACE but will include additional open-ended questions submitted by the faculty (suggested questions are attached) and approved by the President for inclusion in the assessment. The assessment will be available to all faculty, staff and administrators for response. The results will be tabulated by the Research and Planning department. The time of the assessment will be prior to the close of spring semester classes.

Issue 5: Revision of the Promotion and Rank System - BAT Response

The Promotion in Rank System (PARS) will be reviewed using the following outline:

Promotion and Rank System Review

- I. Time line for review.
 - A. Beginning Date:
 - B. Complete by December 11, 2009
- II. Committee Structure
 - A. Chair- Determined by President
 - B. Faculty Two from A & S and two from CTE/ATS
 - C. Administration.- One from A & S and one from CTE/ATS
 - D. Human Resources Advisory

III. Charge:

- A. Review Existing PARS Strengths and Weaknesses
- B. Review Systems from Other Community Colleges-Strengths and Weaknesses
- C. Identify Areas to Amend Must include issues of engagement and accountability

- D. Prepare Draft Amendment for Administrative Team, Faculty and President's Review
- E. Prepare final documents for Cabinet and Board: Policy and Procedure format.
- F. Approval of BOT

Addendum VII: 2009 Agreement, Appendix A

Institutional Assessment

- 1. What can the college do to help students?
- 2. What can be done to help you do your job better?
- 3. What have you seen done that has significantly improved the College?
- 4. What practices or ideas might be useful for the College to consider implementing?
- 5. What ways could the College become more efficient?

STATEMENT OF UNDERSTANDINGS

between the

COMMUNITY COLLEGE DISTRICT OF JEFFERSON COUNTY

and the

COMMUNITY COLLEGE FACULTY ASSOCIATION-NATIONAL EDUCATION **ASSOCIATION**

June 17, 2010

Richard T. Turley

Board Administration Team

Faculty Association Team

Approved:

Board of Trustees

Final Agreement BAT-FAT May 4, 2010

Issues 1, 2 and 4 have been removed from consideration.

Issue 3: Lab Compensation Review - BAT Response

The lab compensation will be reviewed using the following outline.

Lab Compensation Review

- I. Time line for review:
 - A. Beginning Date: June 14, 2010
 - B. Complete by December 11, 2010

II. Committee Structure:

- A. Chair- Determined by President
- B. Faculty Two from A & S and four from CTE/ATS chosen by the faculty
- C. Administration.- One from A & S and one from CTE/ATS
- D. Human Resources Advisory

III. Charge:

- A. Review Existing System Strengths and Weaknesses
- B. Review Systems from Other Community Colleges- Strengths and Weaknesses
- C. Identify Areas to Amend Must include issues of engagement and accountability
- D. Prepare Draft Amendment for Administrative Team, Faculty and President's Review
- E. Prepare final documents for Cabinet and Board: Policy and Procedure format
- F. Approval of BOT

STATEMENT OF UNDERSTANDINGS

between the

COMMUNITY COLLEGE DISTRICT OF JEFFERSON COUNTY

and the

COMMUNITY COLLEGE FACULTY ASSOCIATION-NATIONAL EDUCATION **ASSOCIATION**

June 14, 2011

Board Administration Team

Rob Rodden

Faculty Association Team

Approved:

Board of Trustees

Agreement 5/9/11

Item 1. Pay Raise.

There will be a raise of one pay increment (3 %).

Item 3. Faculty request representation in the process for future health care benefit changes.

Representatives from all constituent groups, including retirees, will form a committee to review and comment on health insurance changes during the renewal period each year.

Item 4. Include sexual orientation as a part of the protected status in the non-discrimination policy.

The Board will automatically make changes to policy when Federal legislation and/or the State of Missouri include sexual orientation as a protected status.

Item 5. Eliminate FAFSA requirement for faculty and their dependents.

All employees electing to use the dependent tuition waiver must complete the FAFSA. If an employee is denied financial aid (after the filing of a FAFSA) they will be exempt from filing the FAFSA in the future unless there is a dramatic change in personal financial conditions or an additional dependent added as a beneficiary. An affidavit will be filed by each affected employee at the beginning of each Fiscal Year declaring that there has been no substantial personal financial change that would make them eligible for federal financial aid. If a substantial financial change is reported a new FAFSA must be completed. The affidavit will be maintained in the Human Resources Office (See policy revision attached).

Item 7. Sick Day Policy Revision.

It is agreed that the BAT and FAT negotiating teams will continue to meet and recommend a sick leave and attendance policy by September 1, 2011 unless mutually agreed to by both parties. Failure to make a recommendation does not preclude the right of the administration to proceed with a sick leave and attendance policy through the established policy revision process.

Item 8. Faculty requests a conduit to an administrator in a position of influence over issues regarding HVAC in classrooms.

The Vice President of Finance and Administration may be contacted if satisfactory resolution of HVAC issues in the classroom cannot be resolved through normal channels.

Item 9. ATS instructors and academic rank

ATS will have the same titles as all other faculty on campus.

STATEMENT OF UNDERSTANDINGS

between the

COMMUNITY COLLEGE DISTRICT OF JEFFERSON COUNTY

and the

COMMUNITY COLLEGE FACULTY ASSOCIATION-NATIONAL EDUCATION ASSOCIATION

Richard T. Turley Date Faculty Association Team Date

Board Administration Team

Approved:

<u>//5//</u> Date Terry Ponzar, Secretary Board of Trustees Date

Agreement 4/26/12

BAT Items.

Item 1. Reduce the maximum number of earned sick leave days to 90.

See attached policy revision that caps the maximum number of earned sick leave days at 120 for all employees hired after January 1, 2013. (See attached policy change)

Item 2. Make the in-service day mandatory for full-time faculty (and staff, as requested).

BAT/FAT agree to remove this item for Item 9. of the FAT list.

Item 3. Full day or half-day for all time off. No smaller increments.

FAT agrees to the policy revision for the half day increment.

Item 4. Evaluated the "quality" of on-line classes.

BAT and FAT agree to have the assessment committee review this as part of institutional assessment and will be part of committee report.

Item 5. Review PARS and the institutional service requirements in the context of the new standing committee structure.

BAT and FAT have agreed to the attached policy revision.

Item 6. Clarify use of Earned Sick Leave and regular/overload pay.

BAT and FAT have agreed to modify faculty overload contracts so that if and illness or other leave require that an adjunct or substitute be hired to complete a semester, the overload contract would be terminated.

FAT Issues:

Item 1. Implementation of lab hour compensation schedule on a "rising tide".

BAT and FAT have agreed that there is an equity issue with regard to lab compensation that needs to be resolved. It is further agreed that BAT and FAT will work toward equity between credit lab compensation and lecture credit compensation. BAT and FAT have agreed to continue meeting on this issue and work with Human Resources to fully understand the calculation of lab compensation and to document the calculation process. Once this is completed, BAT and FAT will make a recommendation to the President and the Board of Trustees that will include a definition of lab compensation and a calculation formula for lab hour compensation for faculty. In a good faith effort it has been agreed to change the lab compensation for VAT 258 and VAT 250 from .5 per hour to .625 per hour as an interim measure to move toward equity. Additionally, this lab hour compensation issue shall be settled

between BAT and FAT no later than December 14, 2012, unless an extension of time is agreed to by both parties.

Item 2. Statement of Understanding to a contract.

It was agreed that our Statement of Understanding is a contract.

Item 3. Formation of a committee consisting of BAT/FAT members meeting on a regular basis to work on campus issues throughout the year.

BAT and FAT have agreed that if there are important issues to discuss and resolve that the BAT and FAT group will meet periodically at times and places agreed to by both parties.

Item 5. Implementation of a \$1,000 step increase.

This item was reviewed but no agreement was reached. Any further discussion will have to be deferred until the next BAT/FAT session in November of 2012.

Item 4. Inclusion of sexual orientation in the College's anti-discrimination policies, per Executive Order 10-24 signed by Governor Nixon.

BAT/FAT have agreed to remove this item.

Item 6. Inclusion on the monthly Board of Trustees agenda of a three-minute scheduled status report by a faculty representative designated by the Faculty Senate.

BAT and FAT agreed to the following policy language:

At the regular meeting of the Jefferson College Board of Trustees, the President of the Faculty Senate or their designee may make a brief report about any item of an academic nature that pertains to the celebration of a faculty award, program success, student success or any other topic with the specific approval of the President of the College. The report cannot contain any issues related to personnel or any other item protected under the purview of the sunshine laws of the State of Missouri. The report will be confined to approximately 3 to 5 minutes unless special permission is granted by the Board. All reports will be introduced under the President's Report on the Board agenda.

Item 7. Adoption of Policy and Procedure, Vote of No Confidence.

BAT and FAT agreed to utilize the existing grievance policy.

Item 8. Implementation of pay raise for all employees.

Due to uncertain budget conditions for FY13, there was no agreement to a cost of living increase in pay. It was agreed that if the following thresholds are met, the Board of Trustees would be requested to proceed with a 2% cost of living increase for all employees:

State Funding remains the same as FY12 and fall 2012 enrollment (at census date) does not decline more than 8% from Fall 2011 enrollment.

State Funding is reduced by 8% and fall 2012 enrollment (at census date) does not decline more than 3% of Fall 2011 enrollment.

Any pay increase would be effective with the September payroll.

Item 9. Adoption of change such that the Wednesday prior to Thanksgiving become a holiday and not a half day. In order to make room for this change we request that removal of the fall in-service day, and that day become a regular instructional day.

BAT and FAT agreed to remove this item and BAT Item 2.

Item 10. Fast track to tenure.

See BAT Item 5, and the attached policy revision.

Addendum X: 2012 Agreement, Appendix A

For PARS updates, see Board Procedure IV-006.02, Promotions in Academic Rank, approved February 20, 2014.

For Sick Leave updates, see Board Policy-II-011.02, Leaves of Absence: Sick Leave, approved September 13, 2012.

Addendum XI: 2013 Agreement, Cover Page

STATEMENT OF UNDERSTANDINGS

between the

COMMUNITY COLLEGE DISTRICT OF JEFFERSON COUNTY

and the

COMMUNITY COLLEGE FACULTY ASSOCIATION-NATIONAL EDUCATION **ASSOCIATION**

Faculty Association Team Board Administration Team

Board of Trustees | Date | Date | Board of Trustees | Date | D

BAT-FAT Final Agreement 2012-2013

BAT Issues

Item 1:

Develop a formal policy regarding the maximum number of credit hours per year that full-time faculty may teach.

Current practice is 52 credit hours. This is already in faculty contracts.

Agreed upon by both teams.

Item 2:

Clarify the process of assigning overload credit hours as well as expectations of instructional quality and institutional commitment responsibilities for faculty with overload assignments.

 Both teams have agreed upon the following in regard to faculty overload assignments and associated expectations of instructional quality and institutional commitment responsibilities:

Assignments of overload assignments are not to exceed 24 load hours. In the case of an emergency, the President may approve exceptions. Overload assignments will be made collaboratively, involving the faculty member, Division Chair and appropriate Dean. Final approval for such assignments will be made by the appropriate Dean according to the following: Faculty assigned overload must be meeting their contractual obligations per Board Policy and Procedure IV 001.02 Duties and Responsibilities of Full Time Faculty and must be making satisfactory progress toward Promotion in Rank per Board Policy and Procedure IV 006.02 Promotion in Rank; Level 4 faculty must be meeting Level 4 expectations per the same policy and procedure (IV 006.02).

The following statement regarding faculty expectations is already in the PARS section in procedures:

"Level 4 professorial faculty are expected to provide active participation and leadership in shared governance, mentoring of newer faculty, professional organizations, departmental work, community and civic work, etc. Evidence of such work should appear on his/her formative and summative evaluations."

Item 3:

Designate a mandatory spring faculty in-service day beginning spring 2014.

 Both teams have agreed to change the mandatory faculty in-service day from fall to spring beginning academic year 2014-2015. The fall in-service day will become a faculty work day with optional in-service topics.

Item 4:

Develop formal mentoring expectations for full-time faculty in relation to adjunct faculty.

This item was removed.

Item 5:

Standardize the expectation of office hour time increments for faculty to be no less than 30 minutes.

 This item will be resolved by faculty supervisors using discretion when reviewing and approving faculty office hours.

FAT Issues

Item 1:

Bereavement leave moved from 3 to 5 days.

Both teams agree to this item. Bereavement leave of 5 days will be allowed for the
employee's immediate family for whom the employee is responsible for or any person for
whom the employee is the legal guardian.

Item 2:

M.O.A.C.T.E. conference counted as contract days.

• Contingent upon Perkins funding availability and last dates of attendance of ATS students each year, ATS faculty who attend the M.O.A.C.T.E. conference may use the number of days of conference participation and deduct those days from their end of term spring contract days that occur after high school students have completed their semester. M.O.A.C.T.E. attendance days will be forfeited in the event that high school student attendance extends into the specified spring contract days or Perkins funding is unavailable to financially support the conference. These days are not eligible for a "pay out" in any manner (i.e. an employee attends the conference and then leaves College employment prior to the end of the school year). Further review of this item will be facilitated two years following its implementation.

Item 3:

Morale issue.

• This item was removed.

Item 4:

Assessment of administrators.

• Both teams have agreed to the following:

The Modern Think survey results will be provided to the FAT team once they are forwarded to the institution. FAT will review the results and make recommendations to BAT by December 15, 2013 of additional questions to be added to the next distribution of the Modern Think survey, or another methodology to acquire administrator feedback. The BAT and FAT teams agree that any assessment questions or instruments would need to be mutually agreed upon by both teams prior to campus distribution.

Item 5:

Mileage reimbursement issue.

This item was removed.

Item 6:

21 hour load issue.

This item was resolved in BAT Item #2.

Item 7:

Personal day increase from 3 days to 4 days.

• This item has been resolved through encouraging faculty supervisors to use discretion with faculty requesting small increments of leave time.

Item 8:

Pay raise.

• The raise proposed in the 2013-2014 budget assumptions is 2% beginning July 1.

Item 9:

A.T.S. to be included in all faculty functions.

• This has been resolved and continues to be monitored.

Item 10:

Hours of load adjusted to reflect lab compensation increases.

 This item has been removed and will be further considered in future negotiations as the lab compensation effort progresses.

Addendum XII: 2014 Agreement, Cover Page

STATEMENT OF UNDERSTANDINGS

between the

COMMUNITY COLLEGE DISTRICT OF JEFFERSON COUNTY

and the

COMMUNITY COLLEGE FACULTY ASSOCIATION-NATIONAL EDUCATION ASSOCIATION

Julie Fraser

Board Administration Team

Doto

Rob Rodden

Faculty Association Team

Approved:

Doord of Trustees

7/17/19 Date

Terry Ponzar, Secret

Board of Trustees

7/19/14 Date

BAT-FAT 2013-2014 Final Agreement

BAT Issues

1. Wording of Faculty Contract/ATS Contract:

New contract language was agreed upon. Updating the ATS contract was rescinded by BAT.

2. Online Office Hours:

It was agreed that faculty may serve office hours online if they choose to do so. Faculty serve a minimum of ten office hours each week; for those who opt to serve online office hours, at least eight office hours must be served on-campus.

3. Definition of the Five-Day Work Week:

This item was rescinded by BAT.

4. Update Policy Regarding \$500 Compensation for Master's Degree Acquisition:

It was agreed that the individuals who were hired under the current policy will have an additional \$500 added to their annual salary and the policy will then be retired.

FAT Issues

1. Lab Hour Compensation:

It was agreed that the lab hour compensation process proposed by Dr. Selsor would be implemented to accurately and consistently review requests for lab compensation adjustments. The three steps proposed by Dr. Selsor are as follows:

- Faculty review and revise curriculum/credit hour
- Faculty report to the Administration prioritized and proposed loads for each class and prioritize curriculum/credit revisions
- Administrative Team develops budget assumptions

Faculty members would work in consultation with Division Chairs, Deans, and the Vice President of Instruction to complete the steps as proposed. Approved requests for lab hour compensation adjustments would need to be received by the Administrative Team no later than December 30 of each year to be included in the subsequent fiscal year's annual budget assumptions. Requested compensation recalculations will be reviewed for those lab faculty members who have completed the process outlined by Dr. Selsor and based on those results, request to be adjusted to the .625 standard.

2. Nursing Clinicals:

It was agreed that Dr. Selsor will work with the Director of Nursing and Nursing faculty to develop a process to review clinical compensation. The process developed by Dr. Selsor was designed to address issues associated with lab courses only, not internships, practicum, or

clinicals. Additional research will need to be done to determine the optimal model for nonlab course compensation adjustments.

3. Salary Compression:

It was agreed that a campus-wide salary study needs to be implemented.

4. 6% Raise:

The raise proposed in the 2014-2015 budget assumptions is 2% beginning July 1.

5. Non-Discrimination Policy Revision:

It was agreed that a policy update will be made to the current Jefferson College nondiscrimination statement to include sexual orientation and genetic material.

6. Formal Recognition of Faculty Seniority:

It was agreed that faculty seniority will be recognized in policy as a factor considered when assigning classes. Seniority for the purposes of classroom assignments 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 his/her seniority was not fairly considered in making a class assignment, the faculty member may request clarification from his/her supervisor about the assignment.

7. Faculty Representation:

It was agreed that a faculty member may bring another Jefferson College faculty member representative to a meeting in which a written warning will be issued for the personnel file. (This also pertains to consequences within the Progressive Disciplinary Action policy that are more serious than a written warning.) The representative faculty member will attend as an observer and will sign an agreement indicating that the content of the meeting will remain confidential.

8. ATS Compensation for Additional Duties:

This item was rescinded by FAT.

9. Statement of Understandings Becoming a Contract:

It was agreed that BAT will post the signed 2013-2014 agreement in the faculty channel of the campus information portal once it has completed the approval process with the Board of Trustees. Arrangements will also be made to post the archived agreements in a timely manner.

10. Faculty Staff Handbook Printed Annually:

It was agreed that an updated copy of the Faculty/Staff Handbook will be available during Orientation Week in August 2014. The Director of Human Resources will gather feedback from employees and develop a plan for subsequent updates and distributions of the handbook.

Addendum XIII: 2015 Agreement, Cover Page

STATEMENT OF UNDERSTANDINGS

between the

COMMUNITY COLLEGE DISTRICT OF JEFFERSON COUNTY

and the

COMMUNITY COLLEGE FACULTY ASSOCIATION-NATIONAL EDUCATION ASSOCIATION

and Je San	5/19/15	MARINE.	- 5/21/15
Daryl Gehbauer	Date	Rob Rodden	Date
Board Administration Team		Faculty Association Team	

Approved:

Steven E. Meinberg, President

Board of Trustees

Date

Lisa Vinyard, Secretary

Board of Trustees

late

Addendum XIII: 2015DDRAFT Agreement, Page 1

BAT-FAT-2014-2015 Final Agreement

BAT Issues

1. Revision of Faculty Evaluation Form

It was agreed that a combined Faculty/Administrative Committee would be established to review this document. Faculty would be given the opportunity to volunteer at the All-Faculty meeting in August. The Faculty Senate would approve the list of volunteers and vote on additional members to assure that all instructional divisions were represented. Administrative members would include the VP of Instruction, Academic Deans, Division Chairs, VP of Finance & Administration, and the Director of Human Resources. The goal would be to complete the document in time for 2015-2016 Evaluations.

2. Revision of Board Procedure IV-09

It was agreed that the VP Finance & Administration will update Board Procedure IV-009, Recognition of Faculty Association, to include the following:

- A pre-negotiation meeting will be held by not later than the Tuesday before Thanksgiving.
- The goal for the tentative agreement will be May 1st
- An impasse will be declared if no agreement can be reached by May 15th
- Ultimate goal will be to secure Board Approval of the MOU by not later than the June Board Meeting

All other provisions of Board Procedure IV-09 will remain intact and be enforced.

3. On-Line Best Practices

This item was rescinded by BAT.

FAT Issues

1. Course Load Caps

It was agreed that the maximum number of hours would be increased from 52 to 54 and that there would be no increase in the current limits of 24 hours in each of the Spring and Fall Semesters.

2. Additional Compensation Regarding Adjunct

It was agreed that faculty may be requested to participate in the evaluation of adjunct faculty working in their departments. Participation by the faculty will be strictly on a voluntary basis and the lack of participation will not be noted in the evaluation of their performance. In addition, participation in this voluntary activity will not in any way constitute a condition of their employment.

3. Faculty Discretion Regarding Student Placement and Certification in Technical Program

It was agreed that Dena McCaffrey, Dean of Career and Technical Education, would meet with each individual ATS program to develop guidelines for student placement and certification to include faculty involvement. The goal would be to complete the development of these guidelines in time for use in the 2015-2016 Academic Year.

4. Faculty and Staff Feedback for Administrators

It was agreed that the Modern Think Survey would be amended to add up to five customized questions related to Administrator Feedback. The questions will be mutually agreed upon by faculty and administrators. Tasha Welsh will submit sample questions to the FAT for their review in developing these questions. In addition Tasha will review the possibility of adding a comment box without incurring additional cost. The process will be completed by not later than October 31st, 2015.

5. Implementation of Negotiated Items

It was agreed that all BAT-FAT MOUs would be posted on the Employee Tab of My Jeffco prior to the start of the 2015-2016 Academic Year.

6. Purchasing Procedures for Academic Programs

It was agreed that there would be no deviation from existing policies. If there is a disagreement over the interpretation of a purchasing policy, the Business Office under the direction of the Office of the VP of Finance & Administration will have final authority.

7. Salary

It was agreed that pending approval by the Board of Trustees, faculty raises for Fiscal 2016 would include a half-step increase (1.5%) effective with August payroll and a 1.5% COLA effective with February payroll. The salary classification study would be implemented in Fiscal 2016 pending Board approval of the FY16 Budget. With regard to payment for course development it was agreed that for Customized Training courses, Tasha Welsh would confirm whether or not these are currently being compensated on an hourly basis. If so, faculty would be paid for all time spent, including course development. The course development payment process for credit courses at the College would remain as it is currently practiced.

8. Selection of Search Committee Members

It was agreed that due diligence would be used to document the names of people who were asked to be on Faculty Search Committees. Tasha Welsh has agreed to use best efforts to review the list of Search Committee members for equitable representation. In addition, she will review the possibility of using the new People Admin software to provide this documentation.

9. Standing BAT-FAT Committee

It was agreed that faculty and administration will attempt to resolve all issues through the chain of command. After the chain of command has been exhausted, and the issue remains unresolved, an informal meeting between the heads of BAT and FAT, not more than once per month, can be held to determine if other avenues are available for resolution or whether the item will have to be resolved through the formal BAT-FAT negotiation process.

10. Tuition Benefits

It was agreed that the second paragraph of Board Policy II-019, Enrollment in Jefferson College Classes will read as follows:

Full-time Regular Employees/Retired Full-time Regular Employees—Waiver of tuition shall apply to both credit and continuing education classes for the employee/retiree, spouse, and/or dependents. (Dependent signifies one who has been so designated on the federal income tax return and/or an employee's child under the age of 23).

Addendum XIV: 2016 Agreement, Cover Page

STATEMENT OF UNDERSTANDINGS

between the

COMMUNITY COLLEGE DISTRICT OF JEFFERSON COUNTY

and the

COMMUNITY COLLEGE FACULTY ASSOCIATION-NATIONAL EDUCATION ASSOCIATION

Daryl Gehbauer	
Board Administration	Team

Date

Faculty Association Team

Approved:

Steven E. Meinberg, President

Board of Trustees

Date

Lisa Vinyard, Secretary

Board of Trustees

Date

BAT-FAT 2015-2016 Final Agreement

FAT Issues

1. Benefits (Dental Insurance, Tuition Waiver, Unused Personal Days)

Dental Insurance

It was agreed that the College will be bidding Dental Insurance and Medical Insurance later this year for our coverage year which will begin in January 2017. All insurance coverage will be awarded to the lowest and best bidder as per state statutes. Network coverage will be taken into consideration as part of the bid evaluation. The recommendation will be shared with the Health Insurance Review Committee, and they will have an opportunity to provide feedback.

Tuition Waiver

It was agreed that tuition will be waived for employees and their dependents prior to the application of any non-tuition specific federal or state need-based financial aid (e.g. Pell and Access Missouri) effective with courses taken in Fall 2017. The total amount of tuition to be waived will be limited to the amount budgeted annually for that waiver (currently at \$50,000 for dependents and \$15,000 for employees). The budget amount will be reviewed annually by the Business Office based on actual application of the policy. Any further reductions in the budgeted amount will be negotiated with the BAT-FAT Committee prior to implementing.

Unused Personal Days

It was agreed that Faculty will be allowed to roll over an additional 3 personal days each year (limited to no more than 6 outstanding days at any one time). In addition, Faculty will be allowed up to 3 personal days each year to roll into and accumulate as sick pay (see attached revision to Policy II-011.07).

2. Incentive for Level IV Faculty

This item was rescinded by FAT.

3. Measures to Improve Morale

It was agreed that a Jefferson College Agreement for Success will be executed to delineate the mutual responsibilities that Administrators and Faculty have in working toward fulfillment of the College mission and will be published as part of the Faculty/Staff Handbook (see attached).

4. Streamlining Purchasing for Academic Programs

It was agreed that when Faculty have concerns about the timing for processing paperwork on a particular purchase, those issues will be brought to the attention of the VP Finance & Administration who will work through the appropriate VP to seek a solution for the delay and for any necessary corrective action for the future. In addition, the Business Office will develop a tiered approval level based on varying dollar values for General Requisitions and Orders for Payment in an attempt to streamline the approval process.

5. Excluding GPA in Faculty Evaluations

It was agreed that, separate from the formal evaluation discussion, a Division Chair may elect to engage in a discussion with an individual faculty member regarding GPA. GPA will not be used in the Faculty Performance Evaluation, and Part III, "Summary of Statistical Information," shall be removed from the form

6. Tenure Track for Full-Time Faculty Positions

This item was rescinded by FAT.

7. Compensation-Promotion Steps, Compression

It was agreed that pending approval of the current proposed pay increase for the FY17 Budget of 2% (1.5% ½ Step Increase + 0.5% COLA), no additional changes in the promotional steps will be reviewed until after completion of the Compensation and Classification Study.

8. Progression Plan for Adding Full-Time Faculty

With regard to future faculty replacement plans, it was agreed that this will depend upon budget conditions and overall college enrollment as well as specific program enrollment and expected trends. It was further noted that current plans for replacing retiring faculty, pending Board approval of our FY17 Budget, are that four of the positions will be replaced with tenure-track faculty and are currently posted, one of the positions will be replaced in a year after curriculum revision, and one position is on hold for an indefinite period.

9. Lab Compensation

It was agreed that effective August 2016 Lab Compensation for full-time Faculty will increase from .625 to .65. Further increases to Lab Compensation up to a maximum of .75 will be reviewed in future years as budget permits.

10. Campus Cell Phone Policy

It was agreed that a Board Policy covering the use of cellular phones will be presented to the Board of Trustees for approval. A copy of the proposed policy is attached.

BAT Issues

Required Attendance for Professional Development for all Full-Time Faculty
This item was rescinded by BAT.

2. Require Blackboard for Class Syllabi and Gradebook

It was agreed that effective Fall 2017, Faculty will post their class syllabi and gradebook on Blackboard or a third-party program of the faculty member's choosing, as long as that third-party program had been reviewed and approved by the Online Learning Department. Faculty may request a review and approval for any program that has not already been approved.

3. Amend Policies/Procedures for Interactive TV (ITV) and Hybrid Courses

It was agreed that all references to ITV will be removed from College policies and procedures. In addition, College policies and procedures will be amended to include a definition of a hybrid course (see attached revision to Board Policy IV-010).

Addendum XIV: 2016 Agreement, Appendix A

POLICY # II-011.07 (Page 1 of 1)
TITLE Leaves of Absence: Personal Leave
TYPE All Personnel - General Policies and Compliance Issues
RATIONALE Provide full-time College employees with personal leave benefits
APPROVED February 15, 2007

POLICY

It shall be the policy of the Board of Trustees that personal or business leave of up to three days each year shall be granted to full-time College employees. Personal leave may be used for business that in the employee's opinion could not be accomplished at any time other than school time. Whenever possible, requests for personal leave should be made 24 hours prior to, or as soon as, the employee is aware of the need for a personal day(s). Unused personal days will be converted to Earned Sick Leave.

Staff: Three days (24 hours) of personal leave is added to the personal leave bank effective July 1 each year. Personal leave is prorated the first year of employment for dates of hire after July 1. Unused personal days will be converted to Sick Leave on June 30 of each year.

Faculty: Three days (24 hours) of personal leave is added to the personal leave bank at the beginning of each academic year. Personal leave is prorated the first year of employment for dates of hire after the first day of the academic year. Faculty may accrue up to six days of personal leave. After adding three days of personal leave at the beginning of the academic year, any unused personal days in excess of six days will be converted to Sick Leave. Faculty must report all leave in half-days or whole days.

BOARD MONITORING

The President of the College shall direct the Director of Human Resources to monitor personal leave usage and to prepare reports for the Board of Trustees as requested.

Addendum XIV: 2016 Agreement, Appendix B

Jefferson College Agreement for Success

At Jefferson College, we believe that all employees contribute in the mission of providing quality education for our students. It is through our cooperative efforts that students are best served. The purpose of this agreement for success is to describe the mutual responsibilities we share in working toward the fulfillment of our mission.

As an Administrator/Supervisor of Jefferson College:

- I will treat all employees, at every level, with courtesy and respect and expect the same.
- I will have high expectations for those who report to me.
- I will encourage each faculty member I supervise to grow professionally by participating in professional organizations and shared governance within the parameters of our current approved expense budgets.
- I will work with faculty to establish mutually acceptable meeting times and deadlines.
- I will strive to understand the needs of faculty and to find creative ways to support them in accomplishing their duties.
- I will describe the expectations in my department and provide those who report to me with feedback on the
 accomplishments of their achievements.
- I will be open to faculty comments and discuss options and goals that faculty believe are important.
- I will respect differences among members of the campus community and encourage everyone to learn from these differences.
- I will be honest and maintain the highest level of integrity.

As a Faculty Member of Jefferson College:

- I will treat all employees, at every level, with courtesy and respect and expect the same.
- I will be responsible for my career goals. While others may help me, my career success will depend
 primarily upon what I do to become successful.
- I will work hard to succeed and to fulfill all job duties.
- I will work with administrators and supervisors to establish mutually acceptable meeting times and deadlines and will be attentive and participate in all scheduled meetings.
- I will work with administrators and supervisors to set positive, specific, and measurable goals, and work hard to achieve them.
- I will be an engaged employee. I will ask questions and seek guidance as often as needed.
- I will respect differences among members of the campus community and encourage everyone to learn from these differences.
- I will be honest and maintain the highest level of integrity.

Addendum XIV: 2016 Agreement, Appendix C

Proposed Board Policy Language-Cell Phone Use in Classrooms

As a member of the learning community, each student has a responsibility to other students who are members of the community. When cell phones or pagers ring and students respond in class or leave class to respond, it disrupts the class. Jefferson College prohibits the use by students of cell phones or similar communication devices during scheduled classes. All such devices must be turned off or put in a silent (vibrate) mode and ordinarily should not be taken out during class. Given the fact that these same communication devices are an integral part of the College's emergency notification system, an exception to this policy would occur when numerous devices activate simultaneously. When this occurs, students may consult their devices to determine if a College emergency exists. If that is not the case, the devices should be immediately returned to silent mode and put away. Other exceptions to this policy may be granted at the discretion of the instructor.

Sanctions for violation of this policy are determined by the instructor and may include dismissal from the class.

Addendum XIV: 2016 Agreement, Appendix D

PROCEDURE # IV-010 (Page 1 of 1)

TITLE Online and Interactive Television Hybrid Instructional Assignments

TYPE Instructional Personnel

RATIONALE Establish criteria for development, delivery and compensation for online

and interactive television (ITV) hybrid courses

APPROVED February 20, 2014

PROCEDURE

Online and ITV Course Development—A faculty member who develops a credit course to be offered online or via interactive television shall be compensated for the course credit hours at the overload rate or receive the course credit hours as release time, to be paid the first semester the course is offered and taught.

ITV Hybrid Course Delivery - A faculty member who offers a credit course via interactive television shall receive the course credit hours for load purposes, and one additional hour at the overload rate. A hybrid course is defined as any face-to-face course that has a portion delivered online and thereby the face-to-face component does not meet the Federal Definition of a Credit Hour.

Web Page Development and Maintenance for ITV Courses. A faculty member who develops and maintains a dynamic web page to accompany the interactive television course shall be compensated for one hour at the overload rate.

<u>Class Size Enrollment Limits for ITV Courses</u> The same class size enrollment limitations that pertain to non-electronic delivery shall apply to courses offered via interactive television.

<u>Class Size Enrollment Limits for Online Courses</u> - Class size for online courses shall be set at 25 students or 20% less than its on-campus sections, whichever number is lower.

<u>Class Size Enrollment Limits for Hybrid Courses</u> - Class size for hybrid courses shall be set equal to its on-campus sections.

<u>Online Teaching Load</u> - The online teaching load of a faculty member shall be no more than 50% of his/her regular load per semester. Any exceptions must be approved by the President.

<u>Approval Process for New Courses Offered Online or via ITV for Hybrid Delivery</u> - New courses developed and offered online or for interactive television *hybrid* delivery shall follow all existing College policies and procedures for approval.

BOARD MONITORING

The Vice President of Instruction and the appropriate Dean shall implement and monitor this procedure.

Addendum XV: 2017 Agreement, Cover Page

STATEMENT OF UNDERSTANDINGS

between the

COMMUNITY COLLEGE DISTRICT OF JEFFERSON COUNTY

and the

COMMUNITY COLLEGE FACULTY ASSOCIATION-NATIONAL EDUCATION ASSOCIATION

Daryl Gohbauer Board Administration Team	Rob Rodden Faculty Association Team	
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Approved:

Steven E. Meinberg, President

Board of Trustees

7/13/17 Date

Lisa Vinyard, Secretary

Date

Board of Trustees

BAT-FAT 2016-2017 Final Agreement

FAT Issues

1. Title IX Process

It was agreed that Kate Nash, the College's Legal Counsel, will draft a recommended update to our current Title IX Policy/Procedure by not later than September 1, 2017, and these will be sent to the PLC and to all constituent groups for review and comments in September, 2017 prior to submitting for Board of Trustees approval. The Behavioral Concerns and Student Conduct Coordinator (currently Kristine Bogue), will be the Lead Investigator for issues related to Students; the VP of Instruction (currently Caron Daugherty) will be the Lead Investigator for Faculty issues, and the HR Director (currently Tasha Welsh) will be the Lead Investigator for all other Staff issues. The VP of Student Services (currently Kim Harvey) will be the Title IX Coordinator who will ensure that all parties in a Title IX investigation are advised of their rights. Both Kim and Kristine have undergone required training; Caron and Tasha will complete their Title IX training not later than December 1, 2017.

2. Faculty Salary Administration

It was agreed that the Faculty Compensation Study Task Force ("the Task Force") will work with Fox Lawson to complete draft recommendations for assessment of grade and step placement of all Faculty salary, both tenured and non-tenured, by not later than September 1, 2017. The recommendations submitted by Fox Lawson and a draft report will be presented to BAT-FAT for review by September 15, 2017, after having been reviewed by the Task Force.

3. Faculty Progression

It was agreed that four Faculty members, hired in 2008, have current salaries that have been compressed due to the College not approving raises in 2009-2010. As such, BAT has computed the salary increases that take into account raises that would have occurred had the Faculty members received 2% cost-of-living increases in 2009-2010. Pending ratification of this Statement of Understandings, these salary increases will be presented to the Board of Trustees for approval in July, 2017 to take effect at the start of the fall, 2017 semester. BAT will review seven additional Faculty identified by FAT to determine if circumstances warrant additional salary adjustment.

4. Benefits

- a. It was agreed that during a year in which employee medical insurance will be put out for bid, the Health Insurance Review Committee will review recommended benefit changes prior to the start of the RFP process in addition to reviewing the actual bids. Further, the HR Director will consult with the FAT and request two FAT members to represent the Faculty on the Health Services Review Committee. In the absence of any FAT members agreeing to serve on the committee, the HR Director will select two other Faculty representatives.
- b. It was agreed that employees will be reimbursed for driving personal cars on College business trips if the cost of personal car usage is not more than \$50 greater than the cost of the Enterprise Rental as determined by the Enterprise Rental vs. Driving Personal Car Calculator on My Jeffco. The College Procurement Policies and Procedures will be amended to reflect this change and presented to the PLC and constituent groups in September, 2017 prior to submitting for Board of Trustees approval.

5. Academic Purchasing

It was agreed that a tiered approval level will be in place not later than July 1, 2017 to streamline approval of General Requisitions and Orders for Payment. All such documents will be signed by the purchaser and in addition one additional approver for purchases </= \$1,500 (Budget Manager or above); up to two additional approvers for purchases between \$1,501-\$5,000 (Budget Manager and

Director/Division Chair or above); up to three additional approvers for purchases between \$5,001-\$15,000 (Budget Manager, Director/Division Chair, Dean, or above); and up to four additional approvers for purchases >\$15,000 (Budget Manager, Director/Division Chair, Dean, Vice-President/President). In addition, it was agreed that blanket purchase orders will be limited to \$3,000 per semester, per vendor, but no individual item listed on these orders shall be greater than \$1,500. The College Procurement Policies and Procedures will be amended to reflect the change in Blanket Purchase Order amounts and presented to the PLC and constituent groups in September, 2017 prior to submitting for Board of Trustees approval.

6. Raise

This item was rescinded by FAT. BAT agreed to respect the negotiation process in all respects going forward.

7. Orientation Week

It was agreed that effective in the fall, 2017 semester, all faculty events required by the VP of Instruction will be scheduled on Days 1 and 2 of Orientation Week. Division Chairs and Program Directors will be free to hold meetings during that week with start times between 8 a.m. and 3 p.m. In the event of a special speaker with Day 1 presentations and sessions, the VP of Instruction sessions may be scheduled into ½ of Day 3.

8. Specific Dates and Times for Negotiated Items

It was agreed that BAT will review a list to be supplied by FAT of any unresolved items from prior BAT-FAT Statements of Understanding and ensure that all such items are brought to resolution in a timely manner. In the future, best efforts will be put forth by all parties to resolve open items by agreed-upon deadlines or to provide required deadline revisions in advance of the expiration of the original deadline.

9. Full-time Faculty Load

It was agreed that College Advisors, when meeting with students, will adhere to the standards set forth by the National Academic Advising Association in their Statement of Core Values of Academic Advising. Advisors will not advise students to take courses taught by specific faculty members in accordance with the spirit of these standards.

10, Lab Compensation

This item was rescinded by FAT.

BAT Issues

1. Revise Process for Adjunct Observation

It was agreed that effective with the fall, 2018 semester, Faculty who volunteer to perform evaluations of Adjunct Faculty will be paid a stipend of \$50 per evaluation. No other changes in the Adjunct Evaluation process are being suggested.

Define and Separate Independent Items for Future BAT-FAT Negotiations This item was rescinded by BAT.

3. Promotion in Academic Rank

It was agreed that the VP of Instruction will meet with the FAT between September, 2017-October, 2017 in an effort to finalize the document, "Faculty Employment Expectations and Promotions" (Board Procedure IV-006.02) to provide necessary clarity and consistency. The intent would be to have the document ready for BAT-FAT discussion starting in November, 2017 and for implementation in the fall,

2018 semester. It was further agreed that for Level IV of the Industry-Certified promotion structure a Bachelor's degree would not be required.

- 4. <u>Update Student Evaluation Instrument to Include Quantitative Measurements</u> It was agreed that the Assessment Committee would review the current student evaluation form and convert some qualitative to quantitative measurements in an upgraded form, with the goal of having the updated form in place by the fall, 2018 semester.
- 5. Modify Observation Process Specific to On-Line Courses
 It was agreed that the current observation process does not adequately address on-line courses. Further it was agreed that a joint group of Faculty from both the Assessment Committee and the Peer Review team will develop a process that will be applicable to on-line courses with the goal of having the revised process in place by the fall, 2018 semester.
- 6. Amend Board Policy/Procedures to Include a Financial Burden for Not Fulfilling Contract Duration
 It was agreed that Board Policy IV-007, Conditions of Employment-Resignation of Faculty, would be
 amended to set a fine of \$500 for Faculty who provide a minimum of 30 calendar days notice and
 receive a release from their contractual obligations at the completion of the fall semester. Faculty who
 receive a release from their contractual obligations at a time that does not coincide with semester break
 will be fined \$1,000. Further a Faculty member who abandons his/her contractual obligations is
 responsible for the \$1,000 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).

STATEMENT OF UNDERSTANDINGS

between the

COMMUNITY COLLEGE DISTRICT OF JEFFERSON COUNTY

and the

COMMUNITY COLLEGE FACULTY ASSOCIATION-NATIONAL EDUCATION ASSOCIATION

Day Ich I are	× 8/15/218	Bor Adul-	8/17/2018
Daryl Gehbauer	Date	Rob Rodden	Date
Board Administration Team		Faculty Association Team	

Approved:

Steven E. Meinberg, President

Board of Trustees

Board of Trustees

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.

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.

 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.

- 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.

STATEMENT OF UNDERSTANDINGS

between the

COMMUNITY COLLEGE DISTRICT OF JEFFERSON COUNTY

and the

JEFFERSON COLLEGE NATIONAL EDUCATION ASSOCIATION

October 1, 2019 – June 30, 2020

Daryl Gehbauer Board Administration Team	9/3/19 Date	Rob Rodden Faculty Association Team	9/3/2019 Date
		Sheba Nitsch, President Jefferson College NEA	9/3/19 Date
Approved: Steven E. Meinberg, President Board of Trustees	9//2//9 Date	Lisa Vinyard, Secretary Board of Trustees	9-4-19 Date

BAT-FAT 2018-19 Final Agreement

FAT Issues

- 1. Tenure Process-Revision to Board Procedure IV-003.01
 - It was agreed that no changes to the above-referenced Board Procedure will take place at this time.
- 2. Board Communication-Revision to Board Policy III-001

It was agreed that no change to the above-referenced Board Policy would be implemented at this time.

3. Ratification of BAT-FAT Agreements-Board Procedure IV-009

It was agreed that the following language would be added to the above-referenced Board Procedure:

The tentatively-agreed Statement of Understandings (and in subsequent years, the revisions) shall be presented to the faculty Association for ratification. A majority of the Association membership must ratify the agreement and the results of the membership vote shall be communicated in writing to the BAT Chair by the FAT Chair. Opportunities shall be afforded all constituent groups to review the final draft of the Statement of Understandings and to submit written comments to the Board through the President of the College. The President of the College shall forward these written comments to the members of the Board and the Association negotiations team chairs. The chair of the Board team is responsible for conveying the final draft of the Statement of Understandings to the President of the College with the signature of both team chairs bearing the date of such signatures. The draft of the Statement of Understandings and the written comments will then be forwarded to the Board of Trustees for consideration. The goal will be to secure Board approval by not later than the June Board of Trustees meeting.

The President of the College shall, as chief executive officer, review the draft of the Statement of Understandings during the same time frame as the constituent groups and make advisory recommendations on its provisions to the Board of Trustees no later than the first reading of the draft Statement of Understandings during a meeting of the Board of Trustees.

Upon adoption of the Statement of Understandings, as ratified by the faculty Association and the Board of Trustees, each policy and procedure shall be deemed as continuing or replacing existing Board policies and procedures pertaining to full-time faculty. Copies of the ratified policies and procedures pertaining to full-time faculty shall be made available to all interested parties in the Office of the Secretary of the Board and shall be titled "Statement of Understandings between the Board of Trustees of the Community College District of Jefferson County, Missouri, and the Association (NEA)."

- 4. Correct Salary Compression for Upcoming Retirees
 - It was agreed that FAT will rescind this item.
- 5. Increase Dental Insurance Out-of-Pocket Maximum

It was agreed that the College will work with their new medical insurance broker, J W Terrill to include an increase in the current \$1,000 dental maximum as part of the upcoming insurance bid process commencing with the January 1, 2020 claims year.

6. Create a Clear Process for Faculty Input in Program Decisions

It was agreed that an inclusive process will be developed for requesting faculty input on proposed program changes and that Administration will endeavor to provide feedback to the faculty on those changes. It was also agreed that a standing agenda item will be added to all division meeting agendas to discuss academic program changes to the extent that the changes can be openly discussed.

7. Develop Rules for Selection of Committee and Task Force Members

It was agreed that when a task force is charged with making recommendations that may, in the opinion of the Administration, significantly impact faculty, Administration must try to secure representation of the faculty directly affected by the change.

8. Postpone Restructuring of the Instructional Division

It was agreed that FAT will rescind this item.

BAT Issues

1. One Unified Negotiated Agreement

It was agreed that FAT would work with BAT to prepare a single, consolidated document that incorporates the original BAT-FAT Statement of Understandings and subsequent agreements since then. The goal for such document to be completed is May 2020. The updated CBA will contain the six mandatory provisions contained in Revised Missouri Statute 105.585. BAT agrees that if any of the mandatory provisions of Revised Missouri Statute 105.585 are modified or repealed by legislative action, or are held to be invalid or unenforceable by a final ruling of a court of competent jurisdiction, the provision or provisions shall be null and void in the CBA while the remainder of the CBA shall remain in full force and effect.

2. Revise Board Procedure IV-009

It was agreed that no changes in the above-referenced Board Procedure will take place at this time except as noted above in FAT Item #3.

3. Revise Board Policy/Procedure II-010

It was agreed that no changes in the above-referenced Board Policy/Procedure will take place at this time.

4. Revise Board Procedures IV-001.02 and IV-006.02

It was agreed that Board Procedures IV-001.02 and IV-006.02 would be revised to ensure consistency of faculty contractual obligations as per the versions submitted to FAT on June 4, 2019 (See Attached).

Other

2018 FAT Issue-Promotion System for Librarians

The attached memorandum from Dr. Caron Daugherty dated May 2, 2019 outlines the additional details related to the two Library Faculty positions. The recommendations were tentatively agreed to on May 14, 2019. The agreement is hereby incorporated into the current MOU for final approval.

Addendum XVII: 2019 Agreement, Appendix A

Jefferson College

Dr. Caron L. Daugherty Vice President of Instruction

MEMORANDUM

TO: Negotiation Team

FROM: Dr. Caron L. Daugherty

DATE: 2 May 2019

SUBJECT: 2018 FAT Issue: Promotion System for Librarians

Item 1:

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

Recommendation:

Caron, Lisa, and Tasha met multiple times through the fall and spring semesters. We bring these recommendations to the 2019 negotiating team.

- The library faculty salary schedule will start at Levei1/Step 1at a rate of 95% of full-time faculty compensation.
- · New library faculty will be placed on the salary schedule according to credentials.
- Library faculty are eligible for promotion in 5-year increments.
- One library certified staff position (Assistant Director) converts to a 12-month library faculty position to work 207 days per contract year.
- Two library faculty positions retain 10-month work schedule for 176 days.
- · Library faculty are not eligible for tenure.

Margie Pasamore, Board of Trustoe