

MASTER AGREEMENT

between

**The Johnson County
Community College
Board of Trustees**

and

**The Johnson County
Community College
Faculty Association**



July 1, 2010 – June 30, 2012

TABLE OF CONTENTS

	Page No.
I. PREAMBLE	3
II. RECOGNITION	4
III. MANAGEMENT RIGHTS	5
IV. ASSOCIATION RIGHTS.....	7
V. GRIEVANCE PROCEDURE.....	10
VI. PERSONNEL RECORDS	14
VII. COPYRIGHTS.....	16
VIII. REDUCTION IN FORCE	20
IX. WORKLOAD	22
X. LEAVES	27
XI. SALARIES.....	38
XII. DISTINGUISHED SERVICE	44
XIII. SENIOR SCHOLAR DESIGNATION.....	47
XIV. BENEFITS	49
XV. RETIREMENT	51
XVI. PROFESSOR/COUNSELOR EMERITUS	54
XVII. CALENDAR.....	57
XVIII. SEVERABILITY AND SAVINGS	58
XIX. CLOSURE	59
XX. DURATION.....	60

ADDENDUM 1	Positions in the Bargaining Unit	62
APPENDIX A.1	Instructional Salary Schedules 2008-2009	73
APPENDIX A.2	2009 Salary Study Recommendations	74
APPENDIX A.3	Instructional Salary Schedule 2011-2012	75
APPENDIX A.4	Overload Pay Schedules.....	76
APPENDIX A.5	Summer Pay Schedules	77
APPENDIX B	Instructional Aides Wage Schedule	78
APPENDIX C	Benefit Review Taskforce.....	79
APPENDIX D	Workload Taskforce.....	80

I. PREAMBLE

This Agreement is made and entered into this 30st day of July, 2010, by and between the Johnson County Community College Board of Trustees, hereinafter called the "Board," and the Johnson County Community College Faculty Association, hereinafter called the "Association." The Association is affiliated with the Kansas National Education Association (KNEA) and the National Education Association (NEA), which groups are not a party to this Agreement.

II. RECOGNITION

1. The Board of Trustees of the Johnson County Community College recognizes the Association as the exclusive representative as that term is used in K.S.A. 72-5413 et seq. of those regular, full-time employees of the college duly appointed to fill the positions set forth in Addendum 1, except as otherwise provided in Section 2 below. Any addition to the list of full-time employees whose job title is Assistant Professor, Associate Professor, Professor, Counselor/Assistant Professor, Counselor/Associate Professor, Counselor/Professor, Librarian/Assistant Professor, Librarian/Associate Professor, or Librarian/Professor, and which is a full-time, regular position shall be in the unit. All full-time, classified employees shall be excluded except for the positions of Instructional Aide (Fine Arts), and Instructional Aide (Communications Design).
 - A. Those members of the bargaining unit having less than three (3) continuous years of full-time regular responsibilities as teaching faculty, counselor, or librarian shall hold the rank of Assistant Professor.
 - B. Those members of the bargaining unit having completed between three (3) and ten (10) continuous years of full-time regular responsibilities as teaching faculty, counselor, or librarian shall hold the rank of Associate Professor.
 - C. Those members of the bargaining unit having completed ten (10) or more continuous years of full-time regular responsibilities as teaching faculty, counselor, or librarian shall hold the rank of Professor.
2. An employee holding a temporary appointment to a position set forth on Addendum 1 shall not be included in the bargaining unit. An employee holding a regular appointment to a position set forth on Addendum 1 who is temporarily assigned for a period of less than two academic years to a position not in the bargaining unit shall remain in the bargaining unit.
3. The term "instructor" as used in this agreement shall refer collectively to bargaining unit members who hold the title of Assistant Professor, Associate Professor or Professor. The term "librarian" as used in this Agreement shall refer collectively to bargaining unit members who hold the title of Assistant Professor/Librarian, Associate Professor/Librarian, or Professor/Librarian. The term "counselor" as used in this Agreement shall refer collectively to bargaining unit members who hold the title of Counselor.

III. MANAGEMENT RIGHTS

1. The Board of Trustees on its own behalf and on behalf of the electors of Johnson County, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the state of Kansas and of the United States, including but without limiting the generality of the foregoing, the right:
 - A. to maintain executive management and administrative control of the college and its properties and facilities and the professional activities of its employees as related to the conduct of the college affairs, except as set forth in this Agreement;
 - B. to hire all employees and determine their initial rate of pay subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees;
 - C. to establish grading policies and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
 - D. to decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of instructors and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment, except as set forth in this Agreement; and
 - E. to determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of faculty members.
2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and procedures in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the constitution and laws of the state of Kansas and the constitution and laws of the United States.
3. No action, statement, agreement, settlement, or representation made by any

member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

4. Nothing contained within this article shall diminish, negate, or abrogate any article or provision of this Agreement.

IV. ASSOCIATION RIGHTS

1. The Association and its duly authorized campus representatives may use college equipment and building facilities at reasonable times when the equipment and building facilities are not otherwise in use and when regular college procedures for using such equipment and building facilities have been followed. The use of reproduction equipment shall be limited to the machine on the second floor of the Library and in the Campus Services Building, and copying done on these machines shall be done by operators designated by the college. The Association shall pay \$.045 per copy. This use of college equipment shall exclude the college's data processing equipment, except for only those microcomputers specifically designated by the college.
2. The Association may post material concerning Association activities on designated bulletin boards in each division office and in the Staff Lounge. No information shall be posted on campus except in these designated spaces. The posted material shall clearly state that it is posted by the Association, and the Association is solely responsible for its contents and all liability regarding such posting and publication thereof.
3. The Association's duly authorized campus representatives shall have the right to reasonable use of the college's internal mail distribution system for Association communications. In addition, these representatives may be provided access to all unit members' mail boxes for distribution of Association communications.
4. Elected representatives of the Association and individual members of the Association shall have the privilege of addressing the Board at that time in the Board's regular and special Board meetings provided for Petitions and Communications on subjects of the Association's or employee's choice, provided that all matters of professional negotiations will be exclusively limited to the bargaining table and any and all complaints by members of the bargaining unit or the Association concerning this Agreement, any interpretation thereof, or misapplication thereof, shall be the subject matter of a grievance and shall not be the subject matter of a petition or communication under the agenda item of Petitions and Communications to the Board. The Association or individuals wishing to address the Board as herein noted must provide prior notice to the President of the college concerning the subject matter of the petition or communication so as to allow the inclusion of an agenda item under Petitions and Communications in the Board agenda prepared prior to a meeting of the Board. Upon request, the President of the college will consider such requests to

waive the requirement that prior notice be given in sufficient time to be included as a published agenda item.

5. A copy of the Board agenda will be made available to the President of the Association when it is distributed to administrative staff.
6. Current, non-confidential home addresses and phone numbers of all bargaining unit members shall be made available to the President of the Association or his/her designee upon request, within ten (10) working days from the date of such request. Public documents concerning the operation of the college shall be made available to the President of the Association, upon request.
7. The college agrees to deduct dues for membership in the Association from the salaries of members of the bargaining unit upon the following conditions.
 - A. A member of the unit desiring to have such dues withheld from his/her pay must complete a payroll authorization deduction form provided by the college and sign and file same with the college Payroll Office on or before the first or fifteenth day of the month. Deductions will begin on the first pay following receipt of the authorization form. The deduction period is defined as beginning with the first pay in September and ending with the last pay in May.
 - B. The Association shall, on or before June 15, certify in writing, signed by the President of the Association and filed with the college Payroll Office, the gross amount of dues for the ensuing year (July 1 to June 30) for a member of the bargaining unit; such gross amount being an annual sum to be withheld from pay beginning September 1 thru May 31. Any member of the unit beginning deductions after the first pay in September; shall have completed on the authorization form the remaining annual amount of dues to be withheld and the per pay period amount. Unit members beginning deductions after the first pay in September, will automatically be changed to have dues withheld beginning with the first pay in September the subsequent year. The gross amount to be withheld for a member may not be changed until July 1 of the next year.
 - C. The college shall deduct such annual dues from each pay in an equal amount; said equal amount being the annual dues divided by the number of pay periods to be received by the member of the unit during the period established by the college. The deduction period is defined as beginning with the first pay in September and ending with the last pay in May.
 - D. The total of all withholdings will be remitted to the Treasurer of the Association by the college Business Office within fifteen (15) working days from each regular pay period for which deductions are made.

- E. The Association agrees to save the college harmless and indemnify the college from all loss, including reasonable attorney's fees, from any and all actions or claims growing from or arising because of these deductions, including specifically any claim by any member or members of the bargaining unit or anyone with privity to such member or members. The Association shall have full responsibility for the funds so withheld and remitted to the Association, and the college in no way shall be responsible to the Association or any member or members of the bargaining unit concerning any use or expenditure thereof by the Association.
 - F. If a member of the unit has no earnings due or an amount is due for any pay period after all other required or authorized withholdings in an amount less than the Association dues to be withheld for such period, no deduction for such pay period will be made by the college for such member. No catch-up withholdings will be made in subsequent pay periods.
 - G. Each bargaining unit member's payroll deduction authorization filed as provided in Section 7.A. above, with the Payroll Office, shall remain in effect during the life of this Master Agreement unless revoked in writing by the bargaining unit member. The member may revoke this authorization by written notice received by the college Payroll Office; but once revoked, the authorization may not be renewed until the following September.
8. In recognition of the team approach to problem solving, the President of the Faculty Association will receive a one-fifth (1/5) reduction in work load assignment each semester. An Association President who is assigned to teach a total number of load hours of 15 or more per semester may, under extraordinary circumstances, petition the President of the college for up to an additional one-fifth (1/5) teaching load reduction if necessary to fulfill the responsibilities of the President of the Faculty Association office. Such responsibilities of the President of the Faculty Association shall include serving on the President's Council, the Educational Affairs Committee, the Student Affairs Committee, and other appointments as may be assigned by the Executive Vice President of Instruction/Chief Academic Officer of the college. The college and the Association will share equally the cost of a replacement faculty member(s).
9. Nothing contained within this Article shall diminish, negate, or abrogate the reservations made and contained in the Management Rights provisions of this Master Agreement.

V. GRIEVANCE PROCEDURE

SCOPE

This procedure shall apply to grievances by members of the Bargaining Unit concerning violations or misinterpretations of specific provisions of the Master Agreement, and grievances by the Faculty Association concerning violations or misinterpretations of specific provisions of the Association Rights Article of the Master Agreement.

This procedure shall not apply to grievances against employees or regarding working conditions, termination of contracts or termination of employment, non-renewal of contracts, suspensions, or demotions.

STEP 1: FILING OF GRIEVANCE; INITIAL DETERMINATION

A. GRIEVANT IS MEMBER OF BARGAINING UNIT

If the Grievant is a member of the Bargaining Unit, then the Grievant may present his/her grievance in writing, using the Master Agreement Grievance Form available from the Contract Administrator, to his/her Supervisor no more than ten (10) working days from the date on which he/she first knew or reasonably should have known of the cause of the grievance.

The Supervisor shall give due consideration to the grievance. If the Supervisor determines that the grievance has merit, then the Supervisor shall, within fifteen (15) working days from the filing of the grievance, take appropriate steps to remedy the cause of the grievance and provide written notice of his/her determination and remedy to the Grievant.

If the Grievant is dissatisfied with the Supervisor's determination or remedy, or if the Supervisor fails to provide timely written notice of his/her determination and remedy, then the Grievant may appeal by completing the appropriate additional portion of the Master Agreement Grievance Form within five (5) working days of receiving the Supervisor's written notice or of the expiration of the Supervisor's determination period. Such an appeal shall constitute fulfillment of the requirements of Step 1.

B. GRIEVANT IS FACULTY ASSOCIATION

If the Grievant is the Faculty Association, then the Grievant may present its grievance in writing, using the Master Agreement Grievance Form available from the Contract Administrator, to the Executive Vice President of Instruction no more than ten (10) working days from the date on which it first knew or reasonably should have known of the cause of the grievance.

The Executive Vice President of Instruction shall give due consideration to the grievance. If the Executive Vice President determines that the grievance has merit, then the Executive Vice President of Instruction shall, within fifteen (15) working days from the filing of the grievance, take appropriate steps to remedy the cause of the grievance and provide written

notice of his/her determination and remedy to the Grievant.

If the Grievant is dissatisfied with the Executive Vice President of Instruction's determination or remedy, or if the Executive Vice President of Instruction fails to provide timely written notice of his/her determination and remedy, then the Grievant may appeal by completing the appropriate additional portion of the Master Agreement Grievance Form within five (5) working days of receiving the Executive Vice President of Instruction's written notice or of the expiration of the Executive Vice President of Instruction's determination period. Such an appeal shall constitute fulfillment of the requirements of Step 1, Step 2 shall not apply, and the appeal shall be to the Executive Vice President of Academic Affairs as set forth in Step 3.

STEP 2: APPEAL TO EXECUTIVE VICE PRESIDENT OF INSTRUCTION

Within five (5) working days of the filing of the appeal, the Executive Vice President of Instruction shall meet with the Appellant to discuss the grievance and the Supervisor's determination and remedy.

The Executive Vice President of Instruction shall give due consideration to the correctness of the Supervisor's determination or appropriateness of the Supervisor's remedy. If the Executive Vice President of Instruction determines that the Supervisor's determination was incorrect, or that the Supervisor's remedy was inappropriate, then the Executive Vice President of Instruction shall, within fifteen (15) working days from the filing of the appeal, instruct the Supervisor to take appropriate steps to remedy the cause of the grievance and provide written notice of his/her determination to the Appellant.

If the Appellant is dissatisfied with the Executive Vice President of Instruction's determination or remedy, or if the Executive Vice President of Instruction fails to provide timely written notice of his/her determination or remedy, the dissatisfied party may appeal by completing the appropriate additional portion of the Master Agreement Grievance Form, within five (5) working days of receiving the Executive Vice President of Instruction's written notice or of the expiration of the Executive Vice President of Instruction's determination period. Such an appeal shall constitute fulfillment of the requirements of Step 2.

STEP 3: APPEAL TO EXECUTIVE VICE PRESIDENT OF ACADEMIC AFFAIRS

Within five (5) working days of the filing of the appeal, the Executive Vice President of Academic Affairs shall meet with the Appellant to discuss the grievance and the Supervisor's determination and remedy.

The Executive Vice President of Academic Affairs shall give due consideration to the correctness of the Executive Vice President of Instruction's determination or appropriateness of the Executive Vice President of Instruction's remedy. If the Executive Vice President of Academic Affairs determines that the Executive Vice President of Instruction's determination was incorrect, or that the Executive Vice President of Instruction's remedy was inappropriate, then the Executive Vice President of Academic Affairs shall, within fifteen (15) working days

from the filing of the appeal, instruct the Executive Vice President of Instruction to take appropriate steps to remedy the cause of the grievance and provide written notice of his/her determination to the Appellant.

If the Appellant is dissatisfied with the Executive Vice President of Academic Affairs' determination or remedy, or if the Executive Vice President of Academic Affairs' fails to provide timely written notice of his/her determination or remedy, the Appellant may appeal by completing the appropriate additional portion of the Master Agreement Grievance Form, within five (5) working days of receiving the Executive Vice President of Academic Affairs' written notice or of the expiration of the Executive Vice President of Academic Affairs' determination period. Such an appeal shall constitute fulfillment of the requirements of Step 3.

STEP 4: APPEAL TO THE PRESIDENT

Within fifteen (15) working days of the appeal, the President or his/her representative shall make a determination regarding the Appellant's dissatisfaction and, as appropriate, instruct the Executive Vice President of Academic Affairs accordingly, and provide written notice of his/her determination to the Appellant.

If the Appellant is dissatisfied with the President's determination, or if the President fails to provide timely written notice of his/her determination, the dissatisfied party may appeal by completing the appropriate additional portion of the Master Agreement Grievance Form, within five (5) working days of receiving the President's written notice or of the expiration of the President's determination period. Such an appeal shall constitute fulfillment of the requirements of Step 4.

STEP 5: APPEAL TO THE BOARD OF TRUSTEES

The Appellant's appeal shall be communicated to the Board of Trustees ("the Board") by its secretary.

The Board can, at its discretion, adopt the President's determination or remedy without further consideration of the Appellant's position.

Alternatively, the Board can, at its discretion, not adopt the President's determination or remedy, in which case the Board shall consider the Appellant's position as follows:

1. The Chair of the Board shall set a hearing date for no later than sixty (60) days from the filing of the Appeal.
2. No new evidence may be submitted; the Board shall make its determination based on the record as it existed at the time the Appeal to the Board was filed.
3. Time shall be provided for the Appellant to present his/her position. The Appellant's presentation shall be limited to twenty minutes, and an additional twenty minutes shall be provided for questions from the members of the Board.
4. Following the presentations and subsequent questions, the Board shall conduct deliberations in executive session. No later than thirty (30) days of the hearing, final action shall be taken in public session and the Appellant shall be advised in writing of the Board's decision. The Board's decision shall be final.

The Board and the Appellant may at their individual discretion and expense, have legal counsel present during the hearing.

MISCELLANEOUS

1. At the Grievant's discretion, a representative of the Faculty Association may participate in any or all of the steps set forth herein.
2. If the grievance is based on an action of any person in the chain of appeal, then the grievance procedure shall commence at that level and the person at that level shall give due consideration to the correctness of the prior action.
3. If the circumstances of the grievance involve the Grievant's physical safety, then, at the College's discretion, either (a) a temporary remedy shall be implemented while the grievance process proceeds, or (b) the grievance process shall be expedited by appropriately reducing the times set forth herein.
4. At any time during the grievance process, failure by the Grievant to timely appeal a determination or remedy shall constitute the final disposition of the grievance.
5. The grievance shall:
 - a. be signed by the Grievant;
 - b. be specific;
 - c. contain a synopsis of the facts giving rise to the grievance;
 - d. cite the article, section, and page number of that portion of the Master Agreement allegedly violated;
 - e. contain the date of alleged violation;
 - f. specify the relief requested; and
 - g. be filed on the official Grievance Form.

If the grievance, as filed, does not conform with these requirements, then the Grievant shall be notified of such and shall have twenty-four (24) hours to amend and re-file the Grievance.

VI. PERSONNEL RECORDS

1. The official personnel records of each member of the bargaining unit shall be kept in secured files and media by the college Office of Human Resources. Other working files or records may be kept by staff and administration or the Board, but no punitive action or action related to compensation or job status shall be taken based on material other than that contained in the official personnel records. Such actions may be taken, however, by the college upon material included in the personnel records of a member of the bargaining unit prior to any written response under Section 5 and any appeals to the Executive Vice President of Instruction/Chief Academic Officer.
2. Upon appropriate request, a member of the bargaining unit shall have access to his/her personnel records, except for confidential documents to which access is privileged such as credentials, peer evaluations, or letters of recommendation. Such access to the non-confidential information shall be granted by the end of the next working day after such request is received.
3. Upon appropriate request, access to official personnel records may be given to college administrative and supervisory staff with a right and need for information contained therein to discharge their official duties. Additionally, such access may be granted to external agencies with appropriate legal authorization. The access log shall be part of the personnel records and shall not be considered confidential.
4. Upon appropriate request approved in writing by the member whose personnel records the Association seeks to have access, a duly authorized representative of the Association shall have access to the official records of a member of the bargaining unit, except for confidential documents such as credentials, peer evaluations, or letters of recommendation. A request by a representative of the Association shall be considered appropriate if it is submitted on a form prepared by the college Office of Human Resources. This form shall include the name(s) of the duly authorized representative(s), a description of the nature of materials to be made accessible, the dated signature of the bargaining unit member authorizing access, and the period of time for which the authorization for access is granted. Access shall be granted by the end of the next working day after an appropriate request is received.
5. A member of the bargaining unit may file a written response to an item included in his/her personnel records. Such response shall be included in the personnel records.
6. A member of the bargaining unit may request the Office of Human Resources to

include relevant materials in his/her official records. In the event the request to include materials is refused, the refusal is appealable directly to the Executive Vice President of Instruction/Chief Academic Officer, and the decision shall be final. Written notification from the Executive Vice President of Instruction/Chief Academic Officer to the employee shall be included in the official records, and the decision shall not be grievable. Nothing in this paragraph shall abrogate the provisions contained in Paragraph 5 above. No bargaining unit member may avoid the process by filing a grievance rather than utilizing the steps in paragraph 6.

7. A member of the bargaining unit may request in writing to the Office of Human Resources that materials be removed from his/her personnel records. If the request is not honored, the member shall be so notified in writing. In the event the request for removal is refused, the refusal is appealable directly to the Executive Vice President of Instruction/Chief Academic Officer, and the decision shall be final. Written notification from the Executive Vice President of Instruction/Chief Academic Officer to the employee shall be included in the official records, and the decision shall not be grievable. Nothing in this paragraph shall abrogate the provisions contained in Paragraph 5 above. No bargaining unit member may avoid this process by filing a grievance rather than utilizing the steps in paragraph 7.
8. Grievance records shall be filed in the official personnel records and shall be treated as confidential with privileged access. Grievance records shall be sealed and access shall be granted only upon the written authorization of the Executive Vice President of Human Resources, Vice President of Instruction/Chief Academic Officer, or President or his/her designee. Upon appropriate request, the member of the bargaining unit shall have access to his/her grievance records. Upon appropriate request, as defined in Section 4 of this Article, a duly authorized representative of the Association shall have access to grievance records. Such access by the bargaining unit member or the duly authorized representative will be granted by the end of the next working day after appropriate request is received.
9. The Office of Human Resources may require certified transcripts for any course and degree work claimed as a basis for setting compensation or determining qualifications for inclusion in the official records as a condition for employment or release of compensation.
10. Materials placed in a unit member's official records shall not be removed for two (2) years after placement without the knowledge of the member.

VII. COPYRIGHTS

1. Purpose

This Article is intended to protect the interests of a member of the bargaining unit whose originality may yield monetary rewards while at the same time protecting the interests of the college and the community it represents.

2. Definition of Terms

As used in this Article, the following terms have the meaning indicated:

- A. "Inventions" means all devices, discoveries, processes, methods, uses, products, or combinations, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.
- B. "Written materials" means all instructional, literary, art, dramatic, and musical materials or works, computer programs, and all other materials, published or unpublished, whether or not copyrighted or copyrightable.
- C. "Recorded materials" means all sound, visual, audiovisual, films or tapes, videotapes, kinescopes, or other recordings or transcriptions, published or unpublished, whether or not copyrighted or copyrightable.
- D. "Materials" means written materials and recorded materials.
- E. "College support" means release time, grant money, equipment, material, that which is developed as part of the bargaining unit member's course of duties, or other non-incidental financial or material assistance. The significance of college assistance will be determined by a Copyright and Patent Committee subject to review by the college President or his/her designee and the Board of Trustees.
- E. "Net proceeds" means gross receipts there from (including rents, royalties, dividends, earnings, gains, and other sale proceeds) less all costs, expenses, and losses paid or incurred by Johnson County Community College in connection therewith (including all direct costs and expenses, indirect costs and expenses, as allocated and determined by the college and the costs and expenses of obtaining and securing patents or copyrights and all attorney's fees).

G. "Commissioned" means specific projects, works, or products contracted for by the college with an individual or group of individuals for a time specified in the commission contract.

3. Inquiry to the Copyrights and Patents Committee

To ascertain whether any inventions or materials members of the bargaining unit are planning to prepare, preparing, or have prepared, will be considered college supported, as set forth in this policy, a bargaining unit member initiates an inquiry to the college committee on Copyrights and Patents, hereafter called the "Committee" to which inquiry the Committee will respond. The Committee shall be appointed by the President and shall consist of five members: two administrators, two bargaining unit members, and one member selected from the Directors of the Johnson County Community College Foundation. An administrator shall serve as chairman of the Committee and shall moderate at all meetings and shall keep a record of the meetings of the Committee and its decisions.

The burden of responsibility for seeking agreement concerning the ownership of all inventions and materials developed by a bargaining unit member shall be on the bargaining unit member.

4. Ownership and Equity

The following shall be used as a guideline in determining the ownership, use, and distribution of proceeds from inventions and materials as defined in Section 2 above.

A. The Johnson County Community College recognizes that ownership and proceeds resulting from materials and inventions when not commissioned by the college, and the preparation of which were not supported or assisted in any non-incident way by the college, belong to those who created such materials and inventions.

B. The college further recognizes that materials and inventions may be produced by a bargaining unit member under college support as part of a member's course of duties, release time, grant money, equipment, or other material or financial assistance.

C. The legal title to all materials and inventions as defined in Section 2 above shall be held by Johnson County Community College when developed through college support or when commissioned, subject to the provisions of Sections

4.D. and 5 of this Article; provided, however, materials and inventions produced under grants from the federal government or other agency, public or private, shall be subject to the conditions of the contract or grant with respect to ownership, distribution and use, and other residual rights, including net proceeds; and provided further, ownership to written materials generated as a result of individual initiative, and not as a specific college assignment, and where only incidental use of college facilities or resources are employed should normally reside with the author.

Where feasible, formal statutory copyrights shall be obtained for materials in the name of Johnson County Community College. In the case of patents, all applications shall be accompanied by appropriate assignments to assure ownership in the community college.

- D. If a bargaining unit member requests in writing that the college produce or have produced inventions or materials developed by the bargaining unit member with college support and approval and the college declines to produce or have produced these inventions or materials, the college may transfer its right to the bargaining unit member so that the bargaining unit member may produce or have produced these inventions and materials for sale without reference to the college's name.

5. Distribution of Proceeds

- A. Net proceeds resulting from inventions and materials shall, as between the Johnson County Community College and the bargaining unit member involved, be divided as follows:
 - i. Twenty-five percent of all net proceeds from the sale or licensing of college supported written materials will go to the college and 75 percent will be retained by the originating bargaining unit member.
 - ii. Seventy-five percent of all net proceeds resulting from the sale or licensing of college supported recorded materials and inventions will go to the college and 25 percent will be retained by the originating bargaining unit member.
- B. When the college commissions the development work, the college shall have all rights to the proceeds in inventions and materials, except as otherwise specified in writing in the commission contract.

6. Inventions and Materials Developed by Consulting Work

Inventions and materials made or developed solely in the course of consulting work performed by a bargaining unit member for outside organizations, for which written approval of the President of the college or his/her designee has been obtained, shall not be considered as having been college supported or college commissioned; and all rights to such inventions and materials, other than those involving the non-incidental use of college funds or facilities, shall remain with the individual unless otherwise provided in the President's approval.

7. College Use of Income from Copyright and Invention Proceeds

The college share of income derived from proceeds in any materials and inventions will be used at the discretion of the Board of Trustees.

8. Releases

The bargaining unit member shall be responsible for obtaining appropriate written releases from individuals identified in, or in some manner requested to participate in the creation of college supported materials. Written statements shall also be obtained from appropriate college personnel indicating that to the best of his/her knowledge, any of the materials developed do not infringe on existing copyrights, or other legal rights.

9. Transfer of Rights

The college may at its discretion, assign, transfer, lease, or sell all or part of its legal rights in inventions and materials.

10. Net proceeds derived from the sale of all inventions and materials developed after June 30, 1984, by a member of the bargaining unit to Johnson County Community College students, where purchase by students is required, shall be donated to the Johnson County Community College Foundation.

VIII. REDUCTION IN FORCE

1. The college has the sole discretion to establish, add, delete, or change its employment needs including specifically all positions included within the bargaining unit; provided, however, any wholesale or massive changing of positions by the college, the sole purpose of which is to reduce the bargaining unit, is not authorized under this Section.
2. In the event that a reduction in force becomes necessary, in the sole discretion of the college, members of the unit whose positions are eliminated will be considered for transfer to similar positions in the same or other divisions should there be vacancies at the time the reduction in force takes effect for which the person is qualified and can meet posted job requirements.
3. In the event a reduction in force becomes necessary, members of the bargaining unit in a given discipline area will be reduced on the basis of their qualifications and seniority.
 - A. "Seniority" shall be weighted at 40%; and "qualifications" shall be weighted at 60% and shall be determined one third on the basis of degrees related to the position being eliminated and credit hours related to the position being eliminated, one third on the basis of previous experience related to the position being eliminated, and one third on the basis of evaluations.
 - B. "Seniority" shall be defined as continuous, full-time, uninterrupted employment at the college after completion of an initial probationary period.
 - C. Members of the bargaining unit who are on probation would be released before the reduction in force policy would be applied to members not on probation.
 - D. Evaluations will include administrative, student, and self evaluations.
 - E. Relatedness of degrees and credit hours to the position being eliminated and relatedness of previous experience to the position being eliminated shall be determined by the branch administrator at the time the reduction in force policy is to be applied in the same manner as that used for determination of qualifications for initial placement on the salary schedule as outlined in Article XI, Salaries.
4. Provisions for recall are outlined below.

- A. A non-probationary member of the bargaining unit who has been laid off according to Section 3 of this Article from a bargaining unit position will, as provided in Section 4.E., be offered recall to the specific bargaining unit position from which he/she was laid off if that specific position becomes available within a one (1) year time period.
- B. A non-probationary member of the bargaining unit laid off according to Section 3 of this Article from a bargaining unit position will, as provided in Section 4.E., be offered recall to a bargaining unit position with the same job responsibilities and duties from which he/she was laid off and for which he/she is qualified and can meet all posted job requirements, if such a position becomes available within a one (1) year time period.
- C. In the case that more than one non-probationary members of the bargaining unit are laid off from identical bargaining unit positions at the same time, members will, as provided in Section 4.E., be offered recall in an order determined by the college using the criteria outlined in Section 3 of this Article to comparable bargaining unit positions with the same job responsibilities and duties from which they were laid off and for which he/she is qualified and can meet all posted job requirements, if such a position becomes available.
- D. Non-probationary members of the bargaining unit who are laid off according to the provisions of Section 3 of this Article will, as provided in Section 4.E., be given first preference in reverse order of layoff for vacancies in other bargaining unit positions for which they are qualified and can meet all posted job requirements.
- E. The offer for recall by the college and the acceptance of the offer by the bargaining unit member must be made within twelve (12) months from the date the bargaining unit member was laid off. Thereafter, the provisions of this Article shall expire as to such member. The effective date for the bargaining unit member to return to the position offered by the college may be up to twelve (12) months from the date the bargaining unit member was laid off.
- F. The college President or his/her designee may grant exceptions to the provisions of Section 4 of this Article if determined to be in the best interest of the college.

IX. WORKLOAD

1. All members of the bargaining unit will normally be expected to work a forty-(40) hour week.

The regular work week for full-time counselors in the Learning Engagement division is forty (40) hours. Five (5) hours of this time is individual development time (IDT).

All full-time instructional staff will provide service to the college by attending and participating in department, division, and college wide meetings and in-service activities and involve themselves in professional development opportunities offered by the college and/or external organizations.

All full-time teaching faculty will maintain a minimum of five (5) conference hours per week on campus and/or on-line at a time convenient to students, or additional conference hours as needed to meet their professional responsibilities to students.

2. If an instructor's total number of load hours falls between 14.5-15.5 per semester or 29.0-31.0 per academic year, such load may be considered equivalent to the norm. Load hours in excess of 30.0 per academic year will be treated as overload with appropriate compensation.

Load hours for twelve (12) month teaching faculty will be 36-38 per twelve months. Load hours in excess of thirty-seven (37) will be treated as overload with appropriate compensation.

AVTS, Health Care, and Allied Health professionals will spend 18-21 contact hours per week in classroom, laboratory, or clinical teaching. Contact load in excess of 21 hours will be treated as overload with appropriate compensation.

3. Load-hours will be determined by assigning the following factors for each weekly contact hour in the specified instructional formats:

A. General Lecture/Discussion/Demonstration	1.00
B. Integrated Lecture/Laboratory and Integrated Lecture/Studio	.85
C. Instructional Laboratory/Studio	.75
D. Open Laboratory/Studio	.50
E. Activity	.50

The following definitions shall be used in determining instructional workload assignments:

- A. **General Lecture/Discussion/Demonstration**--formal presentation of material by instructor, traditional classroom lecture, or lecture/demonstration. The teaching faculty member must be continuously engaged and not simply passive or present for assistance if called upon.
- B. **Integrated Lecture/Laboratory and Integrated Lecture/Studio**--no distinction made to separate lecture and laboratory/studio. The teaching faculty member must be continuously engaged and not simply passive or present for assistance if called upon. Instructor plans and supervises/directs student work. This course load designation precludes granting .85 load credit for this type of lab and a 1.0 load credit for lecture.
- C. **Instructional Laboratory/Studio**--separate laboratory/studio necessary to complete the course. The teaching faculty member plans and supervises/directs student work. The teaching faculty member must be continuously engaged and not simply passive or present for assistance if called upon.
- D. **Open Laboratory/Studio**--students perform tasks as largely self-directed activity. The teaching faculty member is present, monitors student activity, and provides individual instruction/assistance.
- E. **Activity**--students practice explained tasks with overall teaching faculty member supervision.
- F. **Contact Hour**--the actual in-class time per week.

Intensive English writing courses (listed in the Faculty Load Report) will receive a 1.25 load factor for the general lecture/discussion/demonstration instructional format. As an example, a 3.00 credit hour compensation class will earn a 3.75 workload.

One credit hour CPCA, CWEB, and CDTP courses (listed in the Faculty Load Report) will receive a 1.33 workload factor for the general lecture/discussion/demonstration instructional format.

Team teaching occurs in those classes or in coordinated learning communities that are taught by two or more faculty members. Each faculty member is present for all classes and participates in all assignments and in the grading of student work. In team-taught courses the normal load factor will be multiplied

by 1.75 for total load and that load will be divided by the number of faculty members team teaching to determine individual load.

Shared teaching occurs in those classes or in linked learning communities when different faculty members are assigned responsibility for preparing and presenting non-overlapping parts of a course or courses. For shared-taught courses where continuous cooperative planning must take place, each faculty member's load factor will be multiplied by 1.25 for a total load and that load will be divided by the number of faculty members team teaching to determine individual load. Workload for teaching situations with multiple faculty that do not meet the above stipulations will be determined by the Executive Vice President for Instruction/Chief Academic Officer and the appropriate dean.

Internship and apprenticeship load hours for teaching faculty will be calculated in the following manner:

1 – 8 students = one (1) load hour
9- 16 students = two (2) load hours

Directed study (independent study or courses offered by arrangement) with fewer than ten (10) students will not be considered part of the instructional load (see Section XI, paragraph 16 for compensation of these courses).

4. The President or Executive Vice President for Instruction/Chief Academic Officer may approve a reduced load in any semester so as to prevent the student contact hour load from exceeding twenty-one (21) contact hours per semester.
5. The President or Executive Vice President for Instruction/Chief Academic Officer may approve a lighter or heavier than average load in a given semester if, in the subsequent semester of the same academic year, it is mutually agreed to adjust the load in an opposite compensating direction.
6. In a year consisting of summer, fall and spring semesters, a teaching faculty member may, with the consent of his or her supervisor, teach a course in the summer semester or an overload course in the fall semester for no compensation and then reduce his or her load by one course in a subsequent semester of that year described above. The reduction must take place in the summer-fall-spring semester year in which it was amassed; it may not be carried over to any semester after the spring of that year. In the case of one (1) credit hour classes, up to three (3) credit hours may be amassed.

7. The President or Executive Vice President of Instruction/Chief Academic Officer may grant credit toward the regular teaching load for special assignments which he/she deems to be in the best interest of the college.
8. The President or Executive Vice President of Instruction/Chief Academic Officer may grant exceptions to the above workload formulae.
9. Teaching assignments in excess of the normal workload assignments as defined herein will be treated as overload. Overload assignments that result in a workload of more than 21 load hours will require approval by the Executive Vice President for Instruction/Chief Academic Officer.
10. Teaching faculty and/or teaching faculty/department chairs will not be required to act as direct enrolling personnel of the Admissions and Records Office. This is not to state that teaching faculty and/or teaching faculty/department chairs will be excused from providing information as required by the Admissions and Records Office from time to time or performing record keeping as from time to time determined necessary by the college.
11. Teaching faculty whose teaching assignments require in excess of three instructional preparations in a semester will be compensated at the rate of \$500 for each preparation in excess of three (3). Any fraction of a preparation will normally be compensated at a prorated rate. Courses taught concurrently will count as one preparation.

A “preparation” is defined as the effort required to prepare for a regularly scheduled three credit hour class that meets with the faculty member present for a minimum of three (3) general lecture/discussion/demonstration hours per week for a full semester, subject to the following qualifications.

- a. Sections of courses that meet for fewer than three (3) hours per week for a full semester may be accumulated to equal one preparation for each combination of three (3) general lecture/discussion/demonstration hours per week, subject to the other qualifications specified herein.
- b. If courses using the same course number require teaching different software packages, each software package will be considered a different preparation.
- c. Sections of different courses that meet at the same time, in the same instructional space, and with the same instructor are not considered separate preparations but rather as a combined preparation that encompasses both courses.

- d. Television courses are credited at one contact hour per week for the purpose of counting the preparation.
 - e. Sections of courses taught by arrangement, as directed or independent study, as seminars, practicums or workshops, as cooperation education or internship are not considered as preparations.
 - f. Travel for credit courses is not considered as a preparation.
12. A Joint Workload Task Force will conduct a complete review and assessment of workload values. Recommendations and assessment of potential budgetary implications will be reported to the Collegial Steering Committee by March 30, 2011. (See Appendix D)

X. LEAVES

1. Vacation Leave

A. Full-time members of the bargaining unit who are paid on the basis of hours worked shall accrue vacation time as follows: eight (8) straight-time hours per month worked for the first 60 months worked; 10 straight-time hours per month worked for the 61st through the 84th month worked; 12 straight-time hours per month worked for the 85th through the 108th month worked; 13.34 straight-time hours per month worked for the 109th through the 168th month worked; 14.67 straight-time hours per month for the 169th through 228th month worked; and 16 straight-time hours per month worked thereafter.

B. Full-time members of the bargaining unit who are paid on a salaried basis and are employed on a twelve- (12) month contract shall accrue vacation time on a monthly basis according to the following schedule:

0-9 years	18 days per year worked
10-14 years	20 days per year worked
15-19 years	22 days per year worked
20+ years	24 days per year worked

Full-time members of the bargaining unit who are paid on a salaried basis and are employed on a ten (10) month contract shall receive five (5) vacation days of eight (8) hours at the beginning of each academic year. A vacation day may be taken as a full eight (8) hour day or as two (2) four (4) hour days. These vacation days must be scheduled with the immediate supervisor on forms provided by the college. Vacation days received by employees on a ten (10) month contract must be taken during the academic year in which they are granted.

Members of the bargaining unit who are employed on a nine- (9) month salaried contractual basis shall not earn or accrue vacation leave.

C. Vacation for full-time members of the bargaining unit who are paid on a salaried basis and are employed on a twelve (12) month contract shall be accrued on a monthly basis. In determining the accrual of vacation time, the fifteenth (15) day of the month shall be considered the vesting date. An employee beginning on or before the fifteenth (15) day of the month will be granted accrual for that month; and an employee beginning after the fifteenth (15) will not. An employee separating on or after the fifteenth (15) day of the month will be granted accrual for that month; and an employee separating before the fifteenth (15) will not.

- D. Eligible members of the bargaining unit who are paid on a salaried basis and are employed on a twelve (12) month contract may accrue up to thirty-six (36) vacation days of eight (8) hour working days through the first 9 years of service; thirty-eight (38) vacation days of eight- (8) hour working days from 10 through 14 years of service; forty (40) vacation days of eight- (8) hour working days from 15 through 19 years of service; and forty-two (42) vacation days of eight- (8) hour working days for 20 years of service and over.
- E. Vacation time must be scheduled with the approval of appropriate supervisor according to procedures established by the college and maintained through the Office of Human Resources. Vacation may not be taken in advance of accrual.
- F. Vacation days presently accrued by members of the bargaining unit at the time this agreement is signed shall be valued at the rate of pay when earned and the value of the day so earned shall not change. Use of leave will be on a first-in, first-out basis. A faculty member who has accrued vacation days may draw upon them in the event accruals earned after the signing of this Agreement shall be insufficient to meet approved requested vacation leave.
- G. A separating member of the bargaining unit will be paid for unused vacation time which has been accrued up to but not exceeding the accrual limit. Such compensation shall be in one settlement and shall be paid less the following:
 - i. All local, state, and federal withholding requirements;
 - ii. Overpayment of salary or benefits;
 - iii. Theft losses attributed to separating person; and
 - iv. Failure of separating person to return college property in his or her custody or possession.

2. Holidays

- A. The college will observe no less than eleven (11) fixed eight- (8) hour holidays per fiscal year beginning July 1 and ending June 30.
- B. Full-time members of the bargaining unit will not normally be expected to work on fixed holidays.
- C. Only a full-time member of the bargaining unit paid on the basis of hours worked or employed on a twelve- (12) month contract shall receive holiday pay

at the regular straight-time rate to the extent he/she would have been regularly scheduled to work had the holiday not occurred, provided that said faculty employee works the scheduled shift immediately preceding and following this holiday. Other approved leaves, if occurring immediately before or after the holiday, shall be considered as time worked for the purpose of interpreting this policy.

- D. In those cases when a member of the bargaining unit is required to work on a fixed holiday, the college shall either designate an alternate day as a paid holiday or pay the employee double time for the holiday time worked instead of granting time off at straight-time pay.
- E. In addition to fixed holidays, each member of the bargaining unit who is employed on a twelve- (12) month contract or is paid on the basis of hours worked will be granted three (3) paid eight- (8) hour floating holidays per year. The college may designate these floating holidays for any or all employees on a year-to-year basis. Members of the bargaining unit who are employed on a nine- (9) or ten- (10) month salaried or contractual basis shall not be granted floating holidays.

3. Personal Day

All members of the bargaining unit shall receive two (2) personal days of eight (8) hours. Members of the bargaining unit may take their personal day as a full eight- (8) hour day or as two (2) four- (4) hour half days. A personal day may not be scheduled during professional development (also known as in-service) time or graduation day. These days must be scheduled with the immediate supervisor on forms provided by the college. Personal days must be taken in the regular contract work year in which they are granted. Separating employees shall not be reimbursed for personal days not taken.

4. Personal Illness/Sick Leave

- A. Sick leave may be taken only to the extent that it is actually accrued. Sick leave may be used only for personal illness/disability except where otherwise specifically provided elsewhere in this Agreement.
- B. A member of the bargaining unit may not use sick leave for any time for which a claim is made under college income protection program(s). A member of the bargaining unit shall not be compensated for unused, accrued sick leave.
- C. Each member of the bargaining unit shall receive one (1) sick day of eight (8)

straight-time hours per month worked. Sick leave may be taken in eight- (8) hour increments for a full day absence from the college and in four- (4) hour increments for a partial day absence from the college.

- D. A certificate from an employee's doctor may be requested, at the discretion of the principal administrator of the Office of Human Resources, to verify an illness or to ensure that the employee has sufficiently recovered to return to work. The college reserves the right to designate and seek the advice of a doctor of its own choosing to verify the same. In the event that the college exercises this right, it shall pay for the designated consultation.
- E. Long-term leaves of absence due to illness, which shall be defined as 180 calendar days or more shall not be considered as service time, but shall not be considered a break in service as long as the person is on sick leave, disability pay, or a leave under any other section of this Agreement.
- F. Upon completion of ten (10) years of full-time continuous service, a bargaining unit member who has a sick leave bank of one hundred (100) days or more may opt to convert three (3) days of sick leave time to one (1) day of personal leave, for a maximum of one (1) additional personal day per year.

Upon completion of fifteen (15) years or more of full-time continuous service, a bargaining unit member may convert three (3) days of sick leave to one (1) day of personal leave, for a maximum of two (2) additional personal days per year.

A minimum of one hundred (100) days must be in the individual bargaining unit member's sick leave bank at the time the request for conversion is made.

5. Bereavement or Critical Illness of Family Members

- A. In the case of death(s) in the "immediate family" of a member of the bargaining unit, up to five (5) days leave of eight (8) hours each per bereavement without loss of pay may be approved by the appropriate immediate supervisor.
- B. A full-time regular employee may be granted the privilege of using up to ten (10) days per fiscal year (July 1 through June 30) of his/her sick leave for absence due to illness or medical appointments in his/her "immediate family," for attending funerals for those outside of the immediate family, or for religious observances. If sick leave time taken under this policy exceeds five (5) working days in any fiscal year, appropriate documentation will be required to substantiate the need for any additional sick leave time in excess of the first five

(5) days that are requested under this policy in that fiscal year. Such documentation is to be provided by the employee to the Office of Human Resources at the time the request for additional time is submitted. This provision shall be in addition to the benefits provided in Policy 419.12s of these policies, pursuant to the Family and Medical Leave Act.

Should a full-time regular employee require more than ten (10) days in any given fiscal year due to medical circumstances occurring in the employee's immediate family, the employee shall be allowed to charge such additional time to his or her available vacation leave and/or personal leave. If additional leave time is required after the employee's total available vacation and/or personal leave time has been exhausted, the employee may request approval to use additional sick leave time. Such request shall be submitted through the Office of Human Resources. Medical documentation will be required to support the request. If such request is received, it will be submitted to the President, Executive Vice President or Chief Information Officer, as appropriate, for approval. If approval is not granted, the employee may request a leave of absence. Any such time taken beyond the ten (10) days provided in the paragraph immediately above, whether paid or unpaid, shall be pursuant to the Family and Medical Leave Act as provided in Policy 419.12s.

- C. "Immediate family," for the purpose of this Section of this Article, will be interpreted to mean the spouse, child, father, father-in-law, mother, mother-in-law, grandparent, sister, brother, sister-in-law, brother-in-law, grandchild, daughter-in-law, son-in-law, or other person who occupies such position within the family, or a person living in the same household.
- D. Leave, under this Section 5, is at the discretion of the President or his/her designee and does not accrue.

6. Childbirth Leave

- A. A leave of absence shall be granted for maternity purposes. Such leave for childbirth shall be treated as a temporary disability. The employee may elect to utilize her accumulated sick leave during her period of disability. Sick leave will be paid only for the time period in which a physician certifies the employee to be disabled, and only to the extent of the number of days accrued. The employee shall also have the privilege of taking any accrued vacation leave.
- B. Childbirth leave shall otherwise be without pay except to the extent provided by sick leave and/or vacation leave, and salary protection benefits.

- C. Childbirth leave in excess of 180 calendar days shall not be considered as service time, but shall not be considered a break in service.

7. Child Rearing Leave

- A. A member of the bargaining unit may be granted a child rearing leave of absence without pay to rear a newborn child or an adopted child under the age of three (3) years, not to exceed one (1) year. The granting of such is at the discretion of the President or his/her designee.
- B. Such child rearing leave may be extended up to one (1) additional year at the discretion of the Board of Trustees, provided that written request is made for such extension at least sixty (60) days prior to the end of the initial leave period.
- C. At the end of a child rearing leave of absence, the employee will be considered for return to employment at the college upon availability of a position. The work assigned may be either in the area he/she left or in a related area for which he/she is considered qualified by the college administration. Employment and the work assignment will be at college discretion.
- D. In order to be eligible for consideration for a child rearing leave of absence, an employee who desires such leave shall notify his/her immediate supervisor in writing with a copy to the Office of Human Resources as soon as he/she has knowledge of an intent to apply for a child rearing leave, but at least sixty (60) days before such leave is proposed.
- E. A member of the bargaining unit who postpones or delays requesting a child rearing leave in order to first obtain sick leave benefits shall not be eligible for consideration of a child rearing leave of absence.
- F. A child rearing leave of absence for teaching faculty shall end at the beginning of a fall or spring term or summer session. An approved child rearing leave of absence for a non-teaching member of the bargaining unit shall end at the date designated in the leave, provided 1) it ends within one calendar year from the date the leave commenced and 2) the said employee gives his/her immediate supervisor at least sixty (60) days written notice in advance of his/her proposed return with a copy to the Office of Human Resources.
- G. Absence on child rearing leave shall not be considered a break in service if less than one year but the period of the leave shall not be considered as service time at the college.

8. Jury Duty and Subpoena

- A. A member of the bargaining unit who is absent from work to participate in a legal proceeding pursuant to a summons or subpoena will not lose any salary or wages as a result thereof. An employee is required to immediately report to his/her supervisor the dates of absence that will be required to comply with the summons or subpoena and provide a copy of the court issued documentation requiring attendance.
- B. A subpoenaed member of the bargaining unit shall attempt to arrange the court appearance to interfere minimally with regularly assigned duties.

9. Military and National Service Leave

- A. A member of the bargaining unit who leaves his/her position for military service shall be entitled to unpaid leave and reemployment rights in accordance with applicable laws, including 38 U.S.C.BB 4301 et seq as amended from time to time. The employee whose employment is interrupted by a period of military service in the uniformed services shall be permitted, upon request, to use during such period of service any vacation or personal leave with pay as he or she may have accrued before the commencement of such service. The employee may also have other rights under federal and state military reemployment laws. Details can be obtained by contacting the Office of Human Resources.
- B. Reemployment of Returning Veteran
 - i. Such employee shall be entitled to return to his/her original position or another position for which the college considers him/her qualified at the first available opportunity.
 - ii. A returning veteran will be reemployed at the same rate of pay he/she would have received had employment been uninterrupted. Military service shall not be considered a break in service and shall be counted toward seniority at the college. If an employee has not completed any required probationary period at the time of being called into active service, such employee shall be required to complete it upon return.
- C. Extension of Military and National Service

The Board of Trustees reserves the right to deny extension of leave to those remaining in military service beyond the obligatory period.

10. Inclement Weather Days

A member of the bargaining unit who does not report for work due to inclement weather conditions will have the privilege of charging such leave of absence to a personal day or vacation leave, if such days have not been used previously. If used previously, the member not so reporting to duty will be reduced in pay for such day or days when the college has not closed.

11. Extraordinary Leave

- A. The President or his/her designee may grant a leave of absence with or without pay not to exceed ten (10) working days upon the request of a member of the bargaining unit.
- B. Upon the request of a member of the bargaining unit, the President or his/her designee may recommend a leave of absence with or without pay, not to exceed one (1) year, for approval by the Board of Trustees. The terms and conditions of such leave shall be stated in writing.

12. Sabbatical Leave

A. Purpose

A sabbatical leave may be granted for any activity which, in the judgment of the Board, will contribute to personal and professional growth. It will be the responsibility of the bargaining unit member to demonstrate clearly how a particular work, study, or travel plan will accomplish this objective. The proposal will be set forth in writing on such forms as the administration shall from time to time determine.

B. Definition of Terms

- i. A "salaried bargaining unit member" means an employee of the college whose position is in the bargaining unit covered by this agreement and who is paid on the basis of a nine- (9) or ten (10) month contract or a full-time contract or is not paid on an hourly basis.
- ii. "Six years of continuous full-time employment" as used in this Sabbatical Leave Policy means six (6) continuous years of employment by an eligible

bargaining unit member completing his/her nine- (9) month, ten- (10) month, or twelve- (12) month contract, without interruption, except as hereinafter defined or otherwise specified in the contract. To be eligible for consideration of a sabbatical leave, an eligible bargaining unit member must have completed the six- (6) year period as defined herein on or before the commencement of the requested sabbatical leave. An approved, uncompensated long-term leave (of more than one month) shall not be counted towards the six (6) years required for sabbatical leave eligibility.

C. Eligibility

- i. The Board may grant sabbatical leave in their sole discretion to eligible salaried bargaining unit members.
- ii. During the sixth year of service, or any later year, an eligible bargaining unit member is entitled to apply for sabbatical leave.
- iii. Sabbatical leave is non-cumulative; as an example thereof, an eligible bargaining unit member who has twelve (12) uninterrupted continuous full-time years of employment with the college will not be entitled to two sabbatical leaves.
- iv. A person who has received a sabbatical leave shall not be eligible to begin another sabbatical leave until he/she has completed six (6) years of continuous full-time service as herein defined.

D. Conditions

- i. A plan for the period of the leave shall accompany the request for leave which shall be in writing and directed to the President for his/her consideration and that of the Board. Sabbatical leaves are granted at the regular salary for one-half the contract work year of the bargaining unit member less the number of earned vacation days during that period or one-half salary for the full contract work year of the bargaining unit member less the number of earned vacation days during that period. Any days in excess of the number of working days in a regular semester shall be specified in the approved sabbatical plan. Regular salary is defined as the salary being paid at the time the leave begins or salary that would have been received if the bargaining unit member were assigned regular duties at that time. In the event the period covered by the sabbatical leave spans more than one fiscal year, a bargaining unit member will be eligible for consideration for any Board approved salary adjustments upon return from

sabbatical.

- ii. Life insurance, health and dental insurance, disability insurance, and tax sheltered annuities shall continue during the sabbatical leave on the basis of the regular base salary to the extent permitted by the applicable insurance carrier and as provided by the college for members of the bargaining unit; however, other benefits and all provisions of this Agreement relating to any other leave shall not apply.
- iii. Failure to meet the terms and conditions imposed in the sabbatical leave will obligate the person to reimburse the college for salary and fringe benefits paid on the employee during the leave. Such reimbursement shall be made within thirty (30) days from notice of the President or his/her designee for repayment.
- iv. A bargaining unit member receiving a sabbatical leave is required to return to Johnson County Community College for a period of one contract year following the sabbatical leave. Failure to do so could mandate that the bargaining unit member reimburse the college for salary paid to the employee and fringe benefits paid on the employee's behalf.
- v. A full written report by the employee on sabbatical leave regarding the use of the sabbatical leave is to be presented to the appropriate Vice President for approval and President or his/her designee for approval. The date of said report to be as fixed and determined by the sabbatical leave conditions as they are individually set with each member.
- vi. The bargaining unit member will take the leave the year it is granted. The college may, at its discretion, however, offer to grant the requested sabbatical at a time more convenient to the college.
- vii. In those cases where a bargaining unit member applies for and receives a sabbatical leave and is employed for work approved by the college, the payment from college funds (even though entitled to sabbatical leave conditions of regular or half salary) shall be no more than the difference between bargaining unit member's college salary and the salary received during the outside employment, provided, however, in the event the employee shall receive payment compensation from the outside employer in an amount the same as or more than his/her college contract, no salary will be paid by the college.

E. Number of Bargaining Unit Members on Sabbatical Leave

The number of eligible bargaining unit members released each year for sabbatical leave will be determined annually by the President or his/her designee as approved by the Board, not to exceed eighteen (18) sabbatical leaves each year.

XI. SALARIES

1. Full-time regular Instructors, Instructor/Department Chairs, Counselors, and Librarians, shall be paid on the basis of the Instructional Salary Schedules reflecting relevant education, the number of months employed during the college's fiscal year, and other criteria that might be determined by the college.
2. For each bargaining unit member hired during the 2010-2011 contract year, a base salary will be established as follows:
 - A. Using the educational and other criteria specified in Section 5 of this Article and elsewhere in the Master Agreement contract dated July 1, 2010, a column base will be established.
 - a. For those hired during 2010-2011, this will be the 2008-2009 column base (Appendix A.1).
 - b. To this column base shall be added an amount computed by multiplying the bargaining unit member's total years of relevant experience, as determined in Section 4 of this Article by \$1,000, up to 15 years.
 - c. To implement the equivalent to 2/3 of the salary study recommended total adjustment, a column base of \$59,200 and application of the appropriate degree, length of contract, and years of experience credit factors are used to determine full salary study implementation (Appendix A.2). The amount is then compared to the salary that was calculated under Section b to determine the difference. Starting salary for all new employees hired during the first year (2010/2011) of this agreement will be 2/3 of the difference added to the salary computed in Section B.
 - B. Effective July 1, 2010, the 2010-2011 base salary of each member of the bargaining unit employed prior to July 1, 2010, and paid on the basis of the Instructional Salary Schedules will be calculated as follows:
 - a. To implement the equivalent to 2/3 of the salary study implementation difference (as calculated in accordance with the Master Agreement dated July 1, 2009) 1/3 of the salary study recommended total adjustment shall be added to the member's 2009-2010 base salary.
3. During the second year (2011/2012), of this contract, a base salary will be established as follows:
 - A. Each bargaining unit member hired during the 2011/2012 fiscal year, using the educational and other criteria specified in Section 5 of the Article and elsewhere

in the Master Agreement contract dated July 1, 2010, a base salary will be established as follows:

- a. A column base of \$59,200 and application of the appropriate degree, length of contract, and years of experience credit factors are used to determine full salary study implementation (Appendix A.2 and Appendix A.3).
- B. Effective July 1, 2011, the 2011/2012 base salary of each member of the bargaining unit employed prior to July 1, 2011, and paid on the basis of the Instructional Salary Schedules will be calculated as follows:
- a. To implement the equivalent to full salary study recommended total adjustment, those members of the bargaining unit who received a salary study increase July 1, 2009, a final 1/3 salary study implementation adjustment (as calculated in accordance with the Master Agreement dated July 1, 2009) shall be added to the member's 2010/2011 base salary.
 - b. Those members of the bargaining unit who received a salary study recommended total adjustment of less than \$2,000, the difference between the total amount received and \$2,000 shall be added to the member's 2010/2011 base salary.
 - c. Those members of the bargaining unit, employed prior to July 1, 2009, and received no salary study adjustment (according to the salary study implementation), \$2,000 shall be added to the bargaining unit member's 2010/2011 base salary.
4. Years of experience credit shall be calculated as follows:
- A. One year for each year of full-time work as a college faculty member, counselor, administrator, or librarian.
 - B. One year for every two years of full-time work as an elementary or secondary school teacher, counselor, administrator, or librarian.
 - C. One year for every two years of full-time work in internships that are part of relevant graduate degree programs but which are not assistantships or fellowships.
 - D. One year for each year of full-time, relevant, non-academic work. The President of the College or his or her designee will determine the relevance of

non-academic degree work and how such experience will be recognized for the purpose of salary determination.

- E. In computing relevant experience for initial salary placement, a bargaining unit member will be credited with up to a maximum of 15 years' experience.
5. The job related qualifications of any member of the bargaining unit hired on or after the beginning date of this contract, whose position qualifies for placement on the Instructional Salary Schedules will be considered by the President or his/her designee when determining the initial salary. The following guidelines will be considered when determining placement on the Instructional Salary Schedules.
- A. Ordinarily, a member of the bargaining unit paid on the basis of the Instructional Salary Schedules will not earn less than the minimum of the range for which he/she might qualify nor more than the maximum of the range for which he/she might qualify. An individual's salary may be outside the salary range for that individual's degree/contract length.
 - B. A certified transcript showing the degree conferred must be supplied to the Office of Human Resources by the bargaining unit member for the degree to be considered for initial salary determination purposes. As determined by the President or his/her designee, the degree must be relevant to the discipline area to which the member of the Instructional Salary Schedule is assigned and must be from an institution which is fully accredited by the regional accrediting association for the region in which the institution is located.
 - i. The salary range designated "Bachelor" requires a bachelor's degree.
 - ii. The salary range designated "Master" requires a master's degree. Also included is the S.T.L. degree.
 - iii. The salary range designated "Specialist" requires an Ed.S., or 30 graduate hours earned beyond a Master degree determined by the President or his/her designee as relevant to the teaching area.
 - iv. The salary range designated "Doctorate" requires a Ph.D., Ed.D., L.L.M., D.A., D.N.S., M.D.S., D.B.A, D.D.S., M.D. or J.D.
 - v. Individuals without at least an Associate degree will be placed in the salary range for an Associate degree, but will be subject to a minimum base salary that is \$1,000.00 lower than the corresponding minimum for an Associate degree.

- C. The President or his/her designee may, in an unusual situation, as determined by the President or his/her designee, place an individual at a higher salary.
6. A bargaining unit member paid on the basis of the Instructional Salary Schedules and anticipating the completion of an advanced degree that might qualify him/her for consideration for placement on a higher salary range must send the President or his/her designee a written request for placement at such higher range at least six (6) months in advance of receipt of the degree for the degree to be considered for application toward a possible salary adjustment. Approval by the Executive Vice President of Instruction/Chief Academic Officer or his/her designee will not be automatic, but will be based on an assessment of the relevance and value of the degree to the member's job assignment. A certified transcript for any such degree conferred must be supplied to the Office of Human Resources by the unit member. The degree must be from an institution which is fully accredited by the regional accrediting association for the region in which the institution is located.
 7. The college retains the right, among others, to review and adjust individual degree and experience qualifications claimed for salary purposes by members of the bargaining unit. Changes in placement to a higher salary range will only occur the first of the semester following completion of the degree.
 8. A member of the bargaining unit who is paid on the basis of the Instructional Salary Schedule who earns an advanced degree awarded during the life of this Agreement qualifies for placement on a higher salary range subject to the provisions of Sections 11 and 12 above. The salary adjustment paid for the advanced degree earned will be an amount equal to the difference between the column base amounts for the previous degree held and the new degree earned.
 - i. Members of the bargaining unit, including those paid on the Instructional Salary Schedule, will not receive a salary adjustment for completion of a degree that is a minimum requirement for the position they hold.
 - ii. Members of the bargaining unit not paid on the Instructional Salary Schedule who are awarded a master's degree (as defined in Section 4.B.ii. of this Article) will receive an adjustment of \$1,000.00 to base salary.
 - iii. Members of the bargaining unit not paid on the Instructional Salary Schedule who complete a specialist degree (as defined in Section 4.B.iii of this Article) will receive an adjustment of \$1,250.00 to base salary.
 - iv. Members of the bargaining unit not paid on the Instructional Salary Schedule

who complete a doctorate (as defined in Section 4.B.iv. of this Article) will receive an adjustment of \$1,500.00 to base salary.

9. A person starting employment after the commencement of regular nine- (9), ten- (10), or twelve- (12) month contract periods shall be paid on a prorated basis, reflecting the number of working days remaining in the fiscal year.
10. Members of the bargaining unit who teach credit courses as overload (not taught during the summer) in addition to their full-time, yearly contract will be paid per credit hour in accordance with the salary schedules in Appendix A.2. The college shall review overload pay annually and such overload pay will not normally be less per credit hour than similar pay for positions which are not part of the bargaining unit. The President or his/her designee may determine an amount that is an exception to the amount specified in this appendix.
11. Members of the bargaining unit who teach credit courses during summer school in addition to their full-time, yearly contract will be paid per credit hour in accordance with the salary schedules in Appendix A.3. The college shall review summer pay annually and such summer pay will not normally be less per credit hour than similar pay for positions which are not part of the bargaining unit. The President or his/her designee may determine an amount that is an exception to the amount specified in this appendix.
12. Bargaining unit members requested to substitute in the classroom shall be compensated at the rate of \$27.50 per contact hour when substituting for Instructors or Instructor/Department Chairs. Such assignment shall be at the discretion of the college.
13. For regular, full-time members of the bargaining unit who are not paid on the Instructional Salary Schedules, that is, Instructional Aides, the following salary guidelines are used for hiring new members.
 - A. Those full-time members of the bargaining unit who are Instructional Aides and who are paid on the basis of the number of hours worked shall be compensated at a rate consistent with that provided for in Appendix B.
14. Directed study (independent study or courses offered by arrangement) with fewer than ten (10) students will not be considered part of the instructional load but will be compensated on a floating rate of 1-3 = \$100; 4-6 = \$90; 7-9 = \$80 per student credit hour.

15. The total amount of compensation for honors contracts for any semester shall not exceed \$1,200.00. Honors mentors shall not have more than three students for any semester. Compensation for honors contracts shall be compensated as follows:

\$400 per student up to three students or $(3 \times \$400 = \$1,200)$

XII. DISTINGUISHED SERVICE

1. Purpose

The Distinguished Service plan is intended to provide a systematic means for recognizing and rewarding excellence in job performance.

2. Eligibility

All bargaining unit members who have completed five years of full-time experience at Johnson County Community College as a member of the bargaining unit shall be eligible for nomination to participate in the Distinguished Service plan. However, any individual has the right not to participate in this plan.

3. Conditions

- A. The Individual Development Plan (IDP) will continue to be part of an ongoing formative evaluation used to enhance an individual's professional growth. It will not be used as part of the summative evaluation for distinguished service unless included by the applicant.
- B. In general, applications for distinguished service should not include activities that have been or are being financially rewarded by the college beyond the applicant's base salary.
- C. The Distinguished Service plan is an active plan for which an individual will be required to provide designated written information as part of the application following supervisor, peer, or self-nomination. The application form must be filed with the office of the Executive Vice President of Instruction/Chief Academic Officer.
- D. Criteria for distinguished service shall be as follows, with the designated weights by category being applied.

Basic Job Responsibilities	65%
Divisional Responsibilities	15%
Institutional/Community	10%
Professional Growth	10%

Items included under basic job responsibilities shall be based on the job description relevant to each position title in the bargaining unit, and emphasis under this category shall include innovation.

- E. Evaluation forms (supervisor, self, and peer) used for determining distinguished service shall include the criteria listed in Section 3.D. above. Student evaluations shall only be used if applicable to the bargaining unit member's position title and only for the basic job responsibilities criteria category.
- F. Distinguished Service awards shall be granted subject to the following criteria:
 - i. Awards shall be made for a two-year period.
 - ii. A recipient of a two-year award may reapply for continuation of the award.
 - iii. Each recipient will receive a fixed-dollar amount which shall not be less than \$2,000.00 annually.
 - iv. The award will be paid in one lump sum each year.
 - v. The award will not become part of the recipient's base salary.

4. Selection of Distinguished Service Recipients

The President of the college shall choose an external judge to select award recipients from the pool of applications. The Faculty Association shall provide input to the President regarding the selection of the judge, and such input shall be considered by the President in the selection thereof. The college shall pay the expenses of the judge. The judge will determine which applications from the pool will be recommended to the President for distinguished service. The judge shall make his/her determination solely on the basis of the written application and supporting materials. The confidential recommendations of the judge shall not be grievable.

5. Procedures

The procedures for the Distinguished Service plan are as follows:

- A. Applications must be submitted by October 15 of any given year.

- B. Applications will cover a two-year period ending with activities performed by the previous June 30.
- C. An applicant will submit a portfolio consisting of an application form, evaluation forms, supporting letters if applicable, and any other related materials.
- D. The confidential recommendations of the judge will be forwarded to the college President on or before the date of the December Board meeting.
- E. The college President shall, after consideration of the judge's confidential recommendation, announce the awards.
- F. The annual stipend shall be awarded the following January.

6. Number of Bargaining Unit members Receiving Awards

The number of bargaining unit members to be awarded distinguished service will be annually determined by the college President or his/her designee in consultation with the external judge and approved by the Board.

XIII. SENIOR SCHOLAR DESIGNATION

1. Purpose

The Senior Scholar designation is intended to provide a systematic means for recognizing and rewarding excellence in job and classroom performance for faculty nearing retirement and to allow the faculty member an opportunity to participate in projects of benefit to the college through designated reassigned time.

2. Eligibility

Faculty who have been employed at the college on a full-time regular basis for a minimum of 15 years and who are within two years of otherwise meeting the criteria for full retirement under the KPERS plan shall be eligible to apply for Senior Scholar status.

3. Procedures

- A. A faculty member wishing to apply for Senior Scholar status will be required to complete a written application portfolio to provide evidence of professional excellence in teaching and college service. The portfolio shall consist of an application form, supporting letters if applicable, and any other related materials the faculty member wishes to include.
- B. The faculty member's Individual Development Plan (IDP) will continue to be part of an ongoing formative evaluation used to enhance the individual's continuing professional growth. Inclusion of the current IDP will be required as part of the application process.
- C. The application form must be filed with the office of the Executive Vice President of Instruction/Chief Academic Officer no later than February 1 of each year.
- D. If designated as a Senior Scholar, the faculty member may be eligible to participate in authorized college projects and to receive up to one-half time reassigned from classroom duties to complete such projects. Such project participation shall not exceed a total of four semesters during the time a faculty member is designated Senior Scholar. Project availability for Senior Scholars will be determined as needed by the college and approval for reassigned time will be at the discretion of the appropriate Vice President.

The college shall reserve the right, in its sole discretion, to limit the number of Senior Scholars granted reassigned time to a maximum number of six in any given semester.

- E. Senior Scholar will not be eligible to receive reassigned time under this program for a period of two years following return from a sabbatical leave.
- F. During a semester where a Senior Scholar is on reassigned time, he/she shall not be eligible for overload classes; however a stipend in the amount of \$500.00 shall be paid to such Senior Scholar during each semester he/she is ineligible for overload due to project reassignment.

4. Selection of Senior Scholars

A committee of two professors selected from each instructional academic division, two faculty members from Learner Engagement, and the director of the Center for Teaching and Learning will review the applications for Senior Scholar annually. The committee will be chaired by the director of the Center for Teaching and Learning. Based upon their review, the committee will submit a recommendation to the Executive Vice President of Instruction/Chief Academic Officer for selection of Senior Scholars. The Executive Vice President of Instruction will review the recommendation of the committee and submit a final list of designated Senior Scholar recipients to the President and Board of Trustees.

5. Selection of Senior Scholar Projects

A faculty member may propose a Senior Scholar project to the selection committee for review. The selection committee will forward its recommendation for support to the appropriate Vice President. If approved by the Executive Vice President, the Senior Scholar will be authorized reassigned time for the project. The college may also designate projects for Senior Scholar reassignment time, and shall offer these projects to interested Senior Scholar faculty.

6. Number of Senior Scholar Awards

The college shall reserve the right, in its sole discretion, to limit the number of faculty selected as Senior Scholars to a maximum of six in any one academic year.

XIV. BENEFITS

1. The Board of Trustees reserves the right to amend from time to time the specific terms of coverage provided in benefits. The Board further reserves the right to select and designate, where applicable, the insurance carrier(s) and servicing agents. The Board shall also have the right to vary coverage and benefits set forth in Sections 2, 3, 4, 5, and 6 hereof, provided however, complete abolition of any such benefits may only occur after the matter is negotiated with the Association.
2. The college shall provide a flexible benefit plan for full-time bargaining unit members covered by this Agreement, terms of which shall be established by the college.

Each full-time bargaining unit member shall receive a fixed monthly contribution amount per eligible employee shall be used to purchase various benefit options. An addition percentage of gross base salary shall be allocated to a tax sheltered annuity. Such amounts shall be established as follows:

Contract year 2010-2011 - \$1,108.94 (per month) + 7%
Contract year 2011-2012 (See Appendix C)

Benefit options ordinarily available to eligible bargaining unit members shall include:

Group Life Insurance (individual and dependent)
Health Insurance (individual and dependent)
Dental Insurance (individual and dependent)
Vision Insurance (individual and dependent)
Tax Sheltered Annuity
Other options for individual or dependent expenses as may be determined by the college

Benefit options included in the flexible benefit plan shall generally be available to all bargaining unit members except as those benefits are limited or unavailable by law or regulation, or contractual provisions of the benefits provider. The college assumes no responsibility for the elections made by an employee under the flexible benefit plan or for the tax consequences of the elections.

The purchase of specified minimum levels of benefit options may be required under the terms of the plan as established by the college.

3. The Board of Trustees shall provide each full-time employee covered by this Agreement with income protection insurance. The college will maintain this plan and pay the applicable administrative costs. Such protection currently provides a bargaining unit member with 65% of his/her regular salary up to a designated maximum amount not to exceed \$700.00 per week, for a specified period of time during a period of extended disability not exceeding 180 days and not covered by regular sick leave.
4. The Board of Trustees shall provide liability insurance to protect itself and the college staff with regard to the actions of bargaining unit members performed clearly in the line of duty. The selection of the carrier and terms of the policy shall be at the discretion of the college. The protection afforded hereunder shall be limited to the terms of the insurance policy.
5. The college may issue complimentary admission to college athletic events and such other college events as the college shall from time to time determine.
6. All members of the bargaining unit and their dependents will be reimbursed upon successful completion of credit-granting courses of study at the college.
7. All members of the bargaining unit and their dependents will be reimbursed upon successful completion of one course each year, up to a total cost of \$200, excluding books and materials, from the Center for Business and Technology or the JCCC continuing education programs for professional development.
8. All members of the bargaining unit are eligible for Staff Development grants for tuition, materials and/or certification testing for approved professional development courses and/or programs to remain certified, licensed or current in their teaching field. Members may obtain grants for two courses per year to a maximum of \$1,000 each year.

XV. RETIREMENT

1. Instructors, Counselors, or Librarians who have at least twenty (20) years of full-time continuous employment at Johnson County Community College and who have attained age fifty-five (55) may make application for Phaseout Retirement Status which provides the individual an opportunity to reduce workload in preparation for full retirement.
 - A. The eligible bargaining unit member who assumes Phaseout Retirement Status shall receive a pro rata portion of what their salary would have been had they maintained full time regular status. That is to say if the Phaseout retiree has a two-third (2/3) of full time load, he/she will be paid two-thirds (2/3) of his/her base salary. During the Phaseout period, the employee shall also be entitled to purchase group health, life, dental, and vision insurance benefits as provided to full-time college employees to the extent such insurance may be available through the underwriter of record at time. The college shall provide the employee assuming Phaseout Status an amount up to the fixed dollars provided to employees in the flex benefit formula to be used for purchase of these benefits. Any cost above this fixed dollar amount shall be paid by the Phaseout Status employee. Salary based benefits shall be provided only to the extent they are available on a pro rata basis. Additional leave may accrue only on a pro rata basis and only if such leaves would have been accrued if the employee were on full-time regular status.
 - B. The application for Phaseout Retirement Status shall include a schedule for workload reduction. Any modification to that schedule must be submitted to, and approved by, the Dean at least ninety (90) days before the beginning of the semester. Any such modifications shall be consistent with all other provisions of this Article. An instructor, counselor, or librarian who assumes Phaseout Retirement Status may not have a workload in any semester which is greater than the workload in the previous semester, nor may that employee qualify for overload or other supplemental contracts.
 - C. Phaseout Retirement Status may be for no longer than three (3) years in length; however, the employee may request to conclude the Phaseout Status at the end of any semester occurring before the end of the three- (3) year period. At the conclusion of the Phaseout Status, the employee must assume full-time retirement status.
 - D. Application for Phaseout Retirement Status must be made at least ninety (90) days prior to the assumption of such status and will become effective only at the end of a fall or spring semester. An application for Phaseout Retirement Status

shall be deemed to be irrevocable once it is approved by the Board.

2. The college shall provide eligible members of the bargaining unit with options for retirement choices. An eligible member of the bargaining unit shall be defined as any member who meets any of the following criteria:
 - A. a minimum of fifteen (15) years of full-time service at the college and whose age and years of KPERs-eligible service equals eighty-five (85) or more; or
 - B. a minimum of fifteen (15) years of full-time service at the college and who is age sixty-two (62) or older.
3. A member of the bargaining unit may choose to retire after reaching eligibility as defined above. Where the member meets the eligibility requirements of paragraph 2 above, the bargaining unit member shall be eligible to receive a one-time notification award at the time of separation of \$7,500, subject to required payroll withholdings as may apply, if the bargaining unit member provides the college with advance written notice of intent to retire as follows:

Non-teaching faculty (e.g. Counselor, Librarian) must provide a 6-month advance written notice of intent to retire. Retirement for non-teaching faculty may occur at any time during the academic year.

Teaching faculty (9-month, 10-month, or 12-month) who intend to retire at the end of the academic year must provide advance written notice by the December 1st immediately prior to the anticipated date of retirement.

Teaching faculty (9-month, 10-month, or 12-month) who intend to retire at the end of the fall semester must provide advance written notice by the May 1st immediately prior to the anticipated date of retirement.

Once a bargaining unit member submits the above-required advance written notice of intent to retire, it shall be deemed irrevocable.

The college shall reserve the right, in its sole discretion, to limit the number of bargaining unit members allowed to retire under this section (XIV.2) to fifteen (15) bargaining unit members in any one (1) fiscal year. If the college opts to limit the number in any given fiscal year, priority will be given to those whose sum of age and years of full-time experience at the college are the greatest. In the case where a bargaining unit member is not allowed to receive the one-time notification award in the year requested, that member shall be given priority for retirement with the notification award at the end of the following contract year. Additionally, in the

case of an eligible employee wishing to retire under this option where it is determined by the college that the college's best interests are not served by the request, the college may opt to defer this bargaining unit member's request by one (1) contract year, but the notification award amount shall be increased to \$10,000.

4. A. Members of the bargaining unit who meet the requirements of paragraph 2 above or who have a minimum of fifteen (15) years of JCCC service and are age fifty-nine (59) or older shall be eligible to continue participation in a college-provided health insurance program for a period of up to ten (10) years or until such employee reaches Medicare eligibility, whichever occurs first, with the single-subscriber, two-party, or full-family portions of the premium as applicable being paid by the college. Additional years of health coverage, beyond the ten (10) years provided by the college, may be purchased by the bargaining unit member if such additional years are needed for the bargaining unit member to reach Medicare eligibility and if such purchase is allowed by the college's health insurance carrier. The rate of purchase will be the applicable rate being paid by active employees. Coverage provided to the retiree under the college's health insurance plan shall be in accordance with the contractual provisions of the benefit provider.
- B. The retiring employee shall make his/her election for single, two-party, or full-family coverage at the time of that open enrollment immediately preceding the effective date of retirement. He/she shall be entitled to participate in subsequent open enrollments with the stipulation that any increase in the level of coverage from single-subscriber to two-party or full-family may only be at his/her individual expense. The college shall reserve the right, in its sole discretion, to designate which health plan option(s) in which a retiree may enroll.
- C. All health coverage for the retiree under this article shall cease at the time the retiree reaches Medicare eligibility. If dependent coverage is carried, the dependent coverage shall cease at the time either the dependent reaches Medicare eligibility or the retiree reaches Medicare eligibility, whichever occurs first.
- D. A retiring employee who waives continuing participation in a college health plan at the time of retirement shall not be eligible to participate at a later date.
- E. The health coverage provided by this section may not be converted to cash or other benefits.
- F. The health coverage provided by this section will be offered to qualified retiring employees who retire on or before May 31, 2013, at which time it will be eliminated.

XVI. PROFESSOR/COUNSELOR/LIBRARIAN EMERITUS

1. Purpose

The Professor/Counselor/Librarian Emeritus program is intended to recognize and reward a bargaining unit retiree for outstanding teaching and job performance, and service to the college. The program provides an opportunity for the retiree to continue service to the college after retirement. This designation should represent a high honor and not be viewed as an automatic designation for years of service. Those individuals receiving the designation should represent JCCC's best teachers and counselors whose services the college wants to maintain.

2. Eligibility

Bargaining unit members with a minimum of 15 years of full-time regular employment in a bargaining unit position and who otherwise meet the criteria and apply for full retirement under the KPERS plan shall be eligible to apply for Professor/Counselor/Librarian Emeritus status to be conferred upon retirement from the college.

3. Procedures

- A. Each appropriate academic program/department shall establish a committee to review and recommend applicants for Professor/Counselor/Librarian Emeritus status. The committee should consist of five members: at least three full professors and then filled with individuals holding the associate professor rank. Should a program/department, because of size, not be able to comply, the dean may appoint members from the division to fill the committee. Individuals seeking the Professor/Counselor/Librarian Emeritus designation shall submit an application to the appropriate program/department selection committee.
- B. The selection criteria for Professor/Counselor/Librarian Emeritus shall include consideration of the applicant's track record of professional excellence, leadership roles at the college, classroom teaching performance and other significant contributions to college programs and initiatives.

- C. Each program/department selection committee shall forward to the appropriate Vice President the name of any bargaining unit member recommended for Professor/Counselor/Librarian Emeritus status. Final approval for this designation shall be granted by the Vice President.
 - D. An eligible bargaining unit member may submit the application for Professor/Counselor/Librarian Emeritus within ninety (90) days prior to or one year following retirement.
4. Program Benefits
- A. Professor/Counselor/Librarian Emeritus designees selected to teach part-time credit courses shall be paid pro-rata pay, based on the appropriate 9-month faculty pay rate, for adjunct courses taught during the fall and/or spring semesters. For purposes of determining pro-rata pay, 1/30 of the appropriate 9-month rate shall be equal to one credit hour pay. The Summer Pay Schedule shall be used for courses taught during the summer session. The pay rate for initial part-time employment shall be pro-rated based on the 9-month rate of the Emeritus faculty member's last full-time employment contract. Thereafter, this rate shall be adjusted annually by the rate of the pay increase granted to part-time faculty.
 - B. Twelve-month Counselor/Librarian Emeritus designees selected to work part-time as a Counselor or Librarian shall be paid pro-rata pay based on the Emeritus faculty member's last full-time twelve month employment contract. For purposes of determining pro-rata pay, the twelve-month contract shall be divided by the number of working hours in the last twelve month contract year. Each year thereafter, this rate shall be adjusted annually by the rate of the pay increase granted to part-time faculty.
 - C. Professor/Counselor/Librarian Emeritus faculty shall be eligible for special projects as approved by the Executive Vice President of Instruction/Chief Academic Officer.
 - D. Professor/Counselor/Librarian Emeritus faculty shall have access to adjunct faculty office space, the use of college computers, telephones, and other privileges and college services granted to all part-time staff and to other Emeritus staff of the college.

- E. Professor/Counselor/Librarian Emeritus faculty members who accept employment at the college after KPERS retirement are charged with the responsibility to know and to determine the laws, rules, and regulations applicable to KPERS, specifically the earnings limitations which may apply. It shall be the responsibility of the employee to take whatever actions are or may be necessary to obtain whatever benefits the employee may have available under law or may be entitled to by law.

XVII. CALENDAR

1. The fall and spring semesters shall consist of 170 days of instruction plus nine (9) days for professional development activities.
2. The number of working days for nine- (9) month faculty shall be 179 days; for ten- (10) month faculty, 199 days; and for twelve- (12) month faculty, 227 days.
3. In the event that the college should close on a day on which a member of the bargaining unit has taken an approved vacation or personal leave day, that day shall not be charged to vacation or personal leave.
4. In those cases when a member of the bargaining unit is required to work on a fixed holiday, the college shall either designate an alternate day as a paid holiday or pay the member of the bargaining unit double time for the holiday time worked instead of granting time off at straight-time pay.
5. It shall not be a violation of this Agreement if the college cannot be operated due to a reason beyond the Board's control.

XVIII. SEVERABILITY AND SAVINGS

1. If a provision of this Agreement is found to be inconsistent with state law or regulations duly promulgated by local, state, or federal agencies, the provisions of such laws and regulations shall prevail, but all other valid provisions shall remain in full force and effect.
2. If any provision of the Agreement is determined to be invalid and unenforceable by a court or other authority having jurisdiction of the college, such provision shall be considered void, but all other valid provisions shall remain in full force and effect.
3. If a provision of this Agreement is held invalid pursuant to Section 1. or Section 2. above, the issue(s) may be resolved in accordance with Article XVII, Closure, Section 1.

XIX. CLOSURE

1. This Agreement shall constitute the full and complete commitments between the Board and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.
2. All exceptions which affect more than one individual shall be kept in a special repository in the President's office, with a copy to be provided to the Association President. These exceptions shall be dated and shall be in force as side letters until contract renewal or such earlier date as may be specified. Side letters still in force at contract renewal shall be reviewed and shall become part of the contract or shall become null and void.
3. The parties acknowledge that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore each agrees that the other will not be obligated to negotiate on any items except as provided by this Agreement.
4. This Agreement shall supersede any policies of the Board or individual contracts of employment of members of the bargaining unit which are inconsistent with the terms of this Agreement.

XX. DURATION

1. This Agreement shall govern the rights, as provided in this Agreement, of the Board and the Association during the effective period from July 1, 2010, through June 30, 2012.

ADDENDUM 1

Positions in the Bargaining Unit

JOHNSON COUNTY COMMUNITY COLLEGE
FULL-TIME REGULAR STAFFING AUTHORIZATION TABLE
BARGAINING UNIT – 2010-2012

Access Services Advisor
Access Services Advisor
Access Services Advisor/Prog Fac
Assoc. Prof. Accounting
Assoc. Prof. Accounting
Assoc. Prof. Anthropology
Assoc. Prof. Auto Tch YAATC
Assoc. Prof. Business Admin.
Assoc. Prof. Business Admin.
Assoc. Prof. Computer Science
Assoc. Prof. Cosmetology
Assoc. Prof. Drafting
Assoc. Prof. Early Childhood
Assoc. Prof. Economics
Assoc. Prof. English
Assoc. Prof. English
Assoc. Prof. English
Assoc. Prof. English
Assoc. Prof. English
Assoc. Prof. English
Assoc. Prof. English
Assoc. Prof. English
Assoc. Prof. ESL/EAP
Assoc. Prof. Esthetics
Assoc. Prof. Fash. Merch./Des.
Assoc. Prof. Fine Arts
Assoc. Prof. Fine Arts
Assoc. Prof. Graphic Design
Assoc. Prof. History
Assoc. Prof. History
Assoc. Prof. Hosp. Mgmt./CHE
Assoc. Prof. Hospitality Mgmt.
Assoc. Prof. Hospitality Mgmt.
Assoc. Prof. Hospitality Mgmt.
Assoc. Prof. Info. Technology
Assoc. Prof. Interior Design

Assoc. Prof. Mathematics
Assoc. Prof. Mathematics
Assoc. Prof. Mathematics
Assoc. Prof. Mathematics
Assoc. Prof. Mathematics
Assoc. Prof. Mathematics
Assoc. Prof. Mathematics
Assoc. Prof. Mathematics
Assoc. Prof. Mathematics
Assoc. Prof. Mathematics
Assoc. Prof. Nursing
Assoc. Prof. Nursing
Assoc. Prof. Nursing
Assoc. Prof. Nursing
Assoc. Prof. Philosophy
Assoc. Prof. Philosophy
Assoc. Prof. Political Science
Assoc. Prof. Read/Acad Ach Ctr
Assoc. Prof. Read/Acad Ach Ctr
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Science
Assoc. Prof. Speech
Assoc. Prof. Speech/Deb. Coach
Assoc. Prof. Web Applications
Assoc. Prof. Writing Center

Assoc. Prof./Bus. Admin & SIFE
Assoc. Prof./Chair Admin.Justice
Assoc. Prof./Chair Animation
Assoc. Prof./Chair Architecture
Assoc. Prof./Chair Art History
Assoc. Prof./Chair Biotechnology
Assoc. Prof./Chair Economics
Assoc. Prof./Chair Electronics
Assoc. Prof./Chair Horticulture
Assoc. Prof./Co-Chair, Intrprtr Training
Assoc. Prof./Co-Faculty Dir., Assessment
Assoc. Prof./Co-Faculty Dir., Assessment
Assoc. Prof./Director Acad Ach Ctr
Assoc. Prof./Director Comm Based Lrn
Assoc. Prof./Director Hosp. Mgmt
Assoc. Prof./Director HPER
Assoc. Prof./Librarian
Asst. Prof. Admin. of Justice
Asst. Prof. Admin. of Justice
Asst. Prof. Architecture
Asst. Prof. Auto Tech
Asst. Prof. Bus. Off Tech
Asst. Prof. Business Law
Asst. Prof. Computer Science
Asst. Prof. Dental Hygiene
Asst. Prof. Dental Hygiene
Asst. Prof. Drafting
Asst. Prof. Elec Tech
Asst. Prof. EMS
Asst. Prof. Engineering Tech
Asst. Prof. English
Asst. Prof. English
Asst. Prof. English
Asst. Prof. English
Asst. Prof. English
Asst. Prof. English
Asst. Prof. Enrgy Perf/Res Mgt
Asst. Prof. Entrepreneurship
Asst. Prof. Fash. Merch/Design
Asst. Prof. Game Development

Asst. Prof. History
Asst. Prof. Hospitality Mgmt.
Asst. Prof. Hospitality Mgmt.
Asst. Prof. Industrial Tech.
Asst. Prof. Info. Technology
Asst. Prof. Interactive Media
Asst. Prof. Interactive Media/Anim
Asst. Prof. Interior Design
Asst. Prof. Intrprtr Trng
Asst. Prof. Legal Studies
Asst. Prof. Marketing & Mgmt.
Asst. Prof. Mathematics
Asst. Prof. Mathematics
Asst. Prof. Mathematics
Asst. Prof. Nursing
Asst. Prof. Nursing
Asst. Prof. Nursing
Asst. Prof. Nursing
Asst. Prof. Nursing
Asst. Prof. Prac Nursing & HOC
Asst. Prof. Prac Nursing & HOC
Asst. Prof. Psychology
Asst. Prof. Psychology
Asst. Prof. Read/Acad Ach Ctr
Asst. Prof. Read/Acad Ach Ctr
Asst. Prof. Science
Asst. Prof. Science
Asst. Prof. Science
Asst. Prof. Science
Asst. Prof. Science
Asst. Prof. Science
Asst. Prof. Science
Asst. Prof. Science
Asst. Prof. Sociology
Asst. Prof. Sociology
Asst. Prof. Sociology
Asst. Prof. Speech
Asst. Prof. Theatre
Asst. Prof./Chair Anthropology
Asst. Prof./Chair Desktop Publishing
Asst. Prof./Chair Early Child Ed

Professor Graphic Design
Professor Graphic Design
Professor History
Professor History
Professor History
Professor Hospitality Mgmt.
Professor Hospitality Mgmt.
Professor Hospitality Mgmt.
Professor HPER
Professor HPER
Professor HPER
Professor HPER
Professor HPER
Professor Humanities
Professor Humanities
Professor HVAC
Professor HVAC
Professor HVAC
Professor Info. Technology
Professor Info. Technology
Professor Info. Technology
Professor Instrumental Music
Professor Instrumental Music
Professor Interior Design
Professor Interpreter Trng
Professor Jrnlm Eng Lrn Str
Professor Legal Studies
Professor Math Resource Center
Professor Mathematics
Professor Mathematics
Professor Mathematics
Professor Mathematics
Professor Mathematics
Professor Mathematics
Professor Mathematics
Professor Mathematics
Professor Mathematics
Professor Mathematics
Professor Mathematics
Professor Mathematics
Professor Mathematics

Professor Mathematics
Professor Mathematics
Professor Mathematics
Professor Mathematics
Professor Mathematics
Professor Mathematics
Professor Metal Fab./Welding
Professor Nursing
Professor Nursing
Professor Nursing
Professor Nursing
Professor Nursing
Professor Nursing
Professor Nursing
Professor Pers. Comp. Appl.
Professor Pers. Comp. Appl.
Professor Pers. Comp. Appl.
Professor Pers. Comp. Appl.
Professor Photography
Professor Poli Sci/History
Professor Prac Nursing & HOC
Professor Prac Nursing & HOC
Professor Psychology
Professor Psychology
Professor Psychology
Professor Psychology
Professor Reading/Acad Ach Ctr
Professor Respiratory Care
Professor Respiratory Care
Professor RR Welding
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science

Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Science
Professor Soc/Anthropology
Professor Sociology
Professor Speech
Professor Speech
Professor Theater
Professor Vocal Music
Professor Web Applications
Professor/Chair Accounting
Professor/Chair Auto Tech.
Professor/Chair Bus. Off. Tech
Professor/Chair Comp Aided Draft
Professor/Chair Eng. Tech
Professor/Chair English
Professor/Chair Entrepreneurship
Professor/Chair Fash Merch. Dsgn
Professor/Chair Fine Arts & Photography
Professor/Chair Foreign Language
Professor/Chair Game Development
Professor/Chair History
Professor/Chair Humanities & Religion
Professor/Chair Info. Technology
Professor/Chair Interior Design
Professor/Chair Jrnlsm & Media Comm
Professor/Chair Learning Strat.
Professor/Chair Metal Fab
Professor/Chair Paralegal/Legal Studies
Professor/Chair Personal Computer Appl.
Professor/Chair Philosophy
Professor/Chair Reading
Professor/Chair Sociology
Professor/Chair Speech
Professor/Chair Web Applications
Professor/Co-Chair, Computer Science

Professor/Co-Chair, Interpreter Trng.
Professor/Dean, Communications
Professor/Dean, English
Professor/Dean, Mathematics
Professor/Director Intl Ed
Professor/Exec Director Sustainability
Professor/Librarian
Professor/Librarian
Professor/Librarian
Professor/Librarian
Professor/Librarian
Professor/Trainer

2010 - 2012 MASTER AGREEMENT

APPENDIX A.1 - APPENDIX B

**APPENDIX A.1
INSTRUCTIONAL SALARY SCHEDULES
2008-2009**

Nine-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	\$37,633	39,987	42,339	44,691
Probationary Maximum	\$55,626	57,980	60,332	62,684
Nonprobationary Maximum	\$75,828	80,363	84,111	87,080

Ten-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	\$40,867	43,420	45,974	48,530
Probationary Maximum	\$58,860	61,413	63,967	66,522
Nonprobationary Maximum	\$82,323	83,703	87,349	92,206

Twelve-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	\$45,336	48,172	51,002	53,840
Probationary Maximum	\$63,329	66,164	68,995	71,832
Nonprobationary Maximum	\$86,139	93,226	96,906	102,295

APPENDIX A.2
2009 Salary Study Recommendation

Base (BMS)	59,200			
Degree Factor (DEG)	Associates	0.92		
	Bachelor	0.96		
	Master	1		
	Spec	1.04		
	Doctorate	1.08		
Length Contract Factor (LCF)	9 mo	1		
	10 mo	1.06		
	12 mo	1.14		
Years of Exp Factor (YEF)	0 yrs	0.8	26 yrs	1.1055
	1 yr	0.8167	27 yrs	1.1105
	2 yrs	0.8334	28 yrs	1.1155
	3 yrs	0.8501	29 yrs	1.1205
	4 yrs	0.8668	30 yrs	1.1255
	5 yrs	0.8835	31 yrs	1.1305
	6 yrs	0.9002	32 yrs	1.1355
	7 yrs	0.9169	33 yrs	1.1405
	8 yrs	0.9336	34 yrs	1.1455
	9 yrs	0.9503	35 yrs	1.1505
	10 yrs	0.967	36 yrs	1.1555
	11 yrs	0.9837	37 yrs	1.1605
	12 yrs	1.0004	38 yrs	1.1655
	13 yrs	1.0171	39 yrs	1.1705
	14 yrs	1.0338	40 yrs	1.1755
	15 yrs	1.0505	41 yrs	1.1805
	16 yrs	1.0555	42 yrs	1.1855
	17 yrs	1.0605	43 yrs	1.1905
	18 yrs	1.0655	44 yrs	1.1955
	19 yrs	1.0705	45 yrs	1.2005
	20 yrs	1.0755	46 yrs	1.2055
	21 yrs	1.0805	47 yrs	1.2105
	22 yrs	1.0855	48 yrs	1.2155
	23 yrs	1.0905	49 yrs	1.2205
	24 yrs	1.0955	50 yrs	1.2255
25 yrs	1.1005	51 yrs	1.2305	

Existing Faculty Salary Formula

Salary = BMS*DEG*LCF*YEF

If 2008-2009 salary is higher than above calculated formula, the 2008-2009 salary will be used.

In computing relevant experience for initial salary placement, a bargaining unit member will be credited with up to a maximum of 15 years' experience. (XI. SALARIES, 4.E.)

**APPENDIX A.3
INSTRUCTIONAL SALARY SCHEDULES
2011 - 2012**

Nine-Month Contract

<u>Status</u>	<u>Associate</u>	<u>Bachelor</u>	<u>Master</u>	<u>Specialist</u>	<u>Doctorate</u>
Column Base	\$43,571	\$45,466	\$47,360	\$49,254	\$51,149
Hiring Maximum	\$57,214	\$59,702	\$62,190	\$64,677	\$67,165

Ten-Month Contract

<u>Status</u>	<u>Associate</u>	<u>Bachelor</u>	<u>Master</u>	<u>Specialist</u>	<u>Doctorate</u>
Column Base	\$46,185	\$48,194	\$50,202	\$52,210	\$54,218
Hiring Maximum	\$60,647	\$63,284	\$65,921	\$68,558	\$71,195

Twelve-Month Contract

<u>Status</u>	<u>Associate</u>	<u>Bachelor</u>	<u>Master</u>	<u>Specialist</u>	<u>Doctorate</u>
Column Base	\$49,671	\$51,831	\$53,990	\$56,150	\$58,310
Hiring Maximum	\$65,224	\$68,060	\$70,896	\$73,732	\$76,568

**APPENDIX A.4
OVERLOAD PAY SCHEDULES**

2010-2012

Number of Semesters	Bachelor*	Master's*	Specialist*	Doctorate*
1 - 2	\$817	\$852	\$867	\$884
3 - 6	\$846	\$880	\$901	\$921
7 - 10	\$880	\$921	\$934	\$955
11+	\$913	\$950	\$960	\$983

* An additional rate per course will be paid to faculty teaching in the College Close to Home program as determined annually by the college.

**APPENDIX A.5
SUMMER PAY SCHEDULES**

2010-2012

Number of Semesters	Bachelor*	Master's*	Specialist*	Doctorate*
1 - 2	\$822	\$857	\$872	\$889
3 - 4	\$852	\$885	\$906	\$926
5 - 6	\$885	\$926	\$939	\$960
7+	\$918	\$955	\$965	\$988

* An additional rate per course will be paid to faculty teaching in the College Close to Home program as determined annually by the college.

**APPENDIX B
INSTRUCTIONAL AIDES' WAGE SCHEDULE**

2010-2012 Wage Schedule

Hourly Rate Minimum	Hourly Rate Maximum
\$14.93	\$22.99

APPENDIX C

BENEFIT REVIEW TASKFORCE

In consideration of a commitment to maintain full cost coverage of employee and family benefits in year one and two of the contract, the college expects a complete review of the benefit program to occur and a recommendation on redesign to be presented by 3/30/11 to the Board of Trustees. If the proposal meets Board expectations it is understood the Association will need to ratify and then the Board would take a final vote of approval. A taskforce shall be established with the following make-up:

- Chair (non-voting) Executive Vice President of Human Resources
- 5 members appointed by the President
- 5 members appointed by the Faculty Association
- 5 members non-faculty or administration appointed by consensus of the taskforce Chair, President and Faculty Association President

This group is charged with completing an extensive benefits benchmark study of regional (Midwest) education institutions, League Board membership, etc. to gather information to be used to recommend a new benefit program. This program will be ready for implementation by 6/1/11. The expected end goal is to reduce costs for benefits to the college by 5% of employer contribution (5% of actual cost for healthcare, flex benefits, life insurance, etc.), maintain high quality health coverage for employees and their families and to redefine as needed the college communities' philosophy on benefits.

The committee chair will provide updates on progress of their work to the Faculty Association, the Administration and the Board of Trustees at the September 2010, December 2010 and March 2011 Collegial Steering meetings.

In addition the team will draft an updated Philosophy of Compensation (salary and benefits) statement for review and consideration by the Board's Human Resources committee by January 1, 2011. This Philosophy of Compensation statement will reflect any adjustments that may occur as a result of this project.

APPENDIX D WORKLOAD TASKFORCE

The administration proposes the constitution of a Joint Workload Task Force charged with conducting a complete review and assessment of workload values. This work shall be conducted within the context of regulations of the State of Kansas and the Kansas State Board of Regents that pertain to community colleges. The intent of the establishment of this Joint Workload Task force is to conduct a comprehensive review of workload and cost of instruction to ensure the appropriate categorization of courses across Instructional divisions while recognizing and more clearly defining the workload differences among these categories. We are also interested in a comparison of cost per FTE to address faculty concerns on investment in faculty and students.

Expected outcomes:

- (1) A recommendation on the categories and definitions of instructional formats noted under IX WORKLOAD in the Master Agreement.
- (2) A recommendation of workload value for each course and course format reflective of current departmental pedagogical expectations (design and scheduling).
- (3) Upon completion of the above, calculation of the budgetary impact of any alteration of workload values currently assigned to the recommended categories of instructional formats under IX. WORKLOAD in the Master Agreement.
- (4) Assessment of student faculty ratios across all disciplines at JCCC and report in comparison to other similar size colleges and League Board Schools.
- (5) A comparison of general fund dollars spent per FTE by JCCC and other League Board Schools.
- (6) Report recommendations and assessment of potential budgetary implications to the Collegial Steering Committee by March 30, 2011. The Collegial Steering Committee will then decide on next steps regarding these recommendations.

Joint Workload Task Force Make-Up:

- Chair, appointed by the Executive Vice President of Academic Affairs
- Co-Chair, appointed by the Faculty Association President
- 5 members of the administration appointed by the Executive Vice President of Academic Affairs
- 5 faculty members appointed by the Faculty Association President

Agreement between

The Johnson County Community College Board of Trustees

And

The Johnson County Community College Faculty Association

July 1, 2010 – June 30, 2012

Witness our hand this 19th day of August 20-10



**Chairman
Johnson County Community College
Board of Trustees**



**President
Johnson County Community College
Faculty Association**



**Johnson County Community College
Board of Trustees**



**Johnson County Community College
Faculty Association**