

**This document highlights major changes made to the Master Agreement.**

**IV.6: Faculty Association:** Adds 3-hour supplemental or 3 hours of release time for FA President in the summer.

**NEW LANGUAGE:**

In recognition of the team approach to problem solving, the Association President will receive a one-fifth (1/5) reduction in workload assignment each regular semester, and a 3-hour supplemental contract or 3 hours of release time for the summer semester. Responsibilities of the Association President, or his or her designee, shall include serving on open Board committees, and other appointments as may be assigned by the College President, or his/her designee. An Association President who is assigned to teach a total number of load hours of 15 or more per semester may petition the CAO for up to an additional one-fifth (1/5) teaching load reduction if necessary to fulfill the responsibilities of the Association President. The College and the Association will share equally the cost of a replacement faculty member for any such additional load reduction.

**OLD LANGUAGE:**

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 Chief Academic Officer of the college. The college and the Association will share equally the cost of a replacement faculty member(s).

**VI: Faculty Evaluation:** Adds language describing the Faculty Evaluation process now in effect.

**NEW LANGUAGE:**

**VI. EVALUATIONS**

**1. Year 1 through Year 3**

- a. In the first three (3) years of employment with the College, Bargaining Unit Members will be evaluated once each semester, in writing, by the Dean (or his/her designee) of the department in which the Bargaining Unit Member is teaching. Each written evaluation will consider course observations and student course evaluations.
- b. The Year 1-3 evaluations described in this Section 1 will be in addition to any required new faculty orientation participation in year one and peer review in years two and three of the Bargaining Unit Member's employment with the College. The Bargaining Unit Member's peer review committee will submit a summative report to the Dean of the department at the midpoint of academic year three for consideration in the Dean's year three evaluation.

**2. Year 4 and Thereafter**

- a. At the beginning of the fourth year of employment, the Bargaining Unit Member will begin participating in the formative portfolio process.
- b. In addition to the Bargaining Unit Member's participation in the formative portfolio process, the Dean or his/her designee, will prepare a written Annual Review of Faculty Performance for each Bargaining Unit Member once each year.

**3. Miscellaneous**

- a. All evaluations by the Dean or his/her designee will be in writing and will be discussed with the Bargaining Unit Member. The Bargaining Unit Member will acknowledge receipt of all evaluations and be given an opportunity to comment in writing within two weeks of delivery of the evaluations. The completed evaluations and any written comments by the Bargaining Unit Member will be placed in the Bargaining Unit Member's personnel file in accordance with the College's personnel file policies and procedures and the provisions of this Agreement.
- b. Nothing in this Article shall prevent additional evaluations as they may be deemed to be necessary by the Bargaining Unit Member's Dean, provided that the Dean communicates to the Bargaining Unit Member the focus of the additional evaluation.

**OLD LANGUAGE:**

This section did not exist in prior Master Agreement.

**VII: Copyright:** Updates and defines terms regarding copyrighted work produced by faculty.

**NEW LANGUAGE:**

**VIII. COPYRIGHTS**

**1. Purpose**

This Article defines the ownership interests and distribution of proceeds of Inventions and Materials developed by Bargaining Unit Members. It is also intended to: encourage creativity and creation of original work at JCCC and support League for Innovation membership.

**2. Definition of Terms**

As used in this Article:

- A. "Inventions" means all devices, discoveries, processes, methods, uses, products or combinations, whether or not patented or patentable.
- B. "Material(s)" means: all instructional (textbooks, course content, tests, homework, etc.), literary, art, dramatic and musical materials or works; software (code, games, etc.); sound, visual, audiovisual, film or other recordings or transcriptions in any format, and all other materials, published or unpublished, in hard-copy or electronic form.
- C. "College Supported" means Inventions or Material created by the Bargaining Unit Member in whole or in part: i) in conjunction with the Bargaining Unit Member's normal course of duties, ii) during JCCC recognized release time, overload hours, sabbatical leave or other JCCC granted leave with pay or partial pay, iii) with the assistance of JCCC grant money, and/or iv) with the assistance of equipment, material, software or other financial and non-financial resources which are more than nominal. The existence of College Support will be determined by a Copyrights and Patents Ownership Committee subject to review by the College President or his/her designee and the Board.
- D. "Net proceeds" means gross receipts received by the College (outside the College's normal course of business<sup>1</sup>), the Bargaining Unit Member or any third party

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<sup>1</sup> "normal course of business" shall include, without limitation, all income related to credit and/or non-credit courses, seminars, training, professional development, or other educational offerings of any kind, whether online, electronic, hybrid, classroom setting or otherwise.

(including licensing fees, royalties, earnings and other sale proceeds) less all costs, expenses and losses paid or incurred by the College or the Bargaining Unit Member (including all direct costs and indirect costs in connection with creating the Invention or the Material and obtaining and securing rights in the Invention or the Material - all as allocated and determined by the Committee).

E."Commissioned Works" means Inventions or Material specifically contracted for by the College which are in addition to or beyond the scope of the Bargaining Unit Member's regular employment contract.

### 3. Inquiry to the Copyrights and Patents Ownership Committee

Bargaining Unit Members must submit an inquiry to the Copyrights and Patents Ownership Committee (the "Committee") to ascertain whether any Inventions or Materials created or to be created by a Bargaining Unit Member with JCCC resources of any kind will be considered College Supported. The Committee will be appointed by the College President or his/her designee and shall consist of five members: two administrators, two Bargaining Unit Members and one member selected from the Directors of the JCCC Foundation. An administrator shall chair the Committee, moderate at all meetings, keep a record of meetings and decisions and finalize any formal release or agreement with the Bargaining Unit Member.

### 4. Ownership Allocation & Distribution of Net Proceeds

	<b>Ownership Allocation</b>	<b>Distribution of Net Proceeds Earned Outside the College's "Normal Course of Business"</b>
<b>College Supported Inventions</b>	100% - JCCC All patent applications shall be accompanied by appropriate assignments to assure JCCC ownership	25% Bargaining Unit Member 75% JCCC
<b>College Supported Materials</b>	Jointly owned by the Bargaining Unit Member and JCCC subject to the terms of this Article	50% - JCCC 50% - Bargaining Unit Member
<b>Non-College Supported Inventions or Materials</b>	100% Bargaining Unit Member	100% - Bargaining Unit Member
<b>Commissioned Work</b>	100% JCCC, unless specified otherwise in any related contract for such work	
<b>Inventions or Materials produced</b>	Ownership allocation and distribution of net proceeds will conform to the above standards, unless the conditions of the	

<b>pursuant to public or private grants</b>	contract or grant with respect to ownership, distribution, use, and other residual rights, including net proceeds, state otherwise.
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- A. While the Bargaining Unit Member is employed by JCCC and thereafter, jointly owned College Supported Materials created by the Bargaining Unit Member after the effective date of this Agreement may be used by JCCC for its own business purposes, of any kind, and may be used by the Bargaining Unit Member (other than Material recorded or produced in whole or in part by the JCCC Education Technology Center or similar department at JCCC and intended to be offered as an online course or module) for any purpose including sublicensing, so long as JCCC is notified and consents in writing to such.
- B. Upon the Bargaining Unit Member’s request, the College may assign any JCCC ownership rights in Inventions or Materials should the College not wish to pursue or benefit from such ownership rights.

**5. College Use of Income from Invention and Material Proceeds**

The College share of Net Proceeds in any Inventions or Materials will be used at the discretion of the Board.

**6. Recognition**

Unless requested otherwise by JCCC, all College Supported Materials must include a recognition statement as follows: *“This [book] [work] was created with support by Johnson County Community College.”*

**7. 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. Bargaining Unit Members will be responsible for signing a full release to JCCC as may be deemed appropriate and requested by JCCC from time to time.

**8. Transfer of Rights**

The College may at its discretion, assign, transfer, lease, or sell to a third-party all or part of its ownership rights in Inventions or Materials.

**9. Proceeds from Required Student Purchases of any Materials**

All proceeds derived from the sale of any Inventions or Materials developed by a Bargaining Unit Member to JCCC students, where purchase by students is required at the JCCC Bookstore or through any other book supplier (hard-copy or online), shall be donated to the Johnson County Community College Foundation.

10. **Survival of Provisions:** These provisions apply to all Inventions and Materials created during the term of this Agreement, and shall continue to apply to all such Inventions and Materials beyond any termination or expiration of this Agreement.

### **OLD LANGUAGE:**

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-incident 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.

1. “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-incidental 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.

**X. 12: Workload:** Charges Workload Committee to create a rubric that will be used to evaluate and assign workload factors for any course with a lab component.

**NEW LANGUAGE**

12.A Joint Standing Workload Committee will develop a rubric, and an accompanying implementation procedure, by March 4, 2016 for the purpose of evaluating and assigning workload factors to be assigned to any course with a Lab component (“Workload Rubric”). Beginning Fall semester 2016, subject to approval of the Workload Rubric by the Workload Committee, the CAO and the President’s Cabinet, the Dean and the faculty of each academic division will utilize the Workload Rubric to conduct a systematic review of each course with a Lab component within their scope of responsibility to determine the appropriate workload to be assigned to that course. Any recommendations will be taken to the CAO consideration. (See Appendix A.3)

**OLD LANGUAGE**

This charge did not exist in the previous Master Agreement.

**XI. 6 and 7: Leave:** Changes contract to gender neutral language on Parental Leave and Extended Parental Leave. Extends use of accrued sick leave up to 60 days as part of parental leave. Adds language stating that if both parents are employed by the college, they may use parental leave simultaneously or in succession up to a combined total of 12 weeks.

**NEW LANGUAGE**

6. Parental Leave

A leave of absence for up to twelve (12) weeks shall be granted for childbirth or adoption in accordance with the provisions of the Family and Medical Leave Act and College policies and procedures in effect at such time.

Bargaining Unit Members may use up to 60 days of accrued sick leave as part of parental leave.

If applicable, the employee may apply for short-term disability benefits for any period of Parental Leave certified by a physician as qualifying the Bargaining Unit Member for short-term disability benefits. The balance of any parental leave not covered by sick leave or disability benefits must be first charged to a Bargaining Unit Member's accrued vacation and/or personal leave time, after which such leave shall be granted without pay.

If both parents are employed by the College, they may use parental leave simultaneously or in succession, up to a combined total of 12 weeks.

**OLD LANGUAGE**

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.

## **NEW LANGUAGE**

### 7. Extended Parental Leave

- A. A Bargaining Unit Member may be granted a parental leave of absence without pay not to exceed one (1) year in duration to raise a newborn child, an adopted child, or a child placed in the employee's home for foster care. Any childbirth leave or adoption/placement leave, or Family and Medical Leave Act leave granted shall be included in the parental leave period. The granting of such is at the discretion of the College President or his/her designee.
- B. Such parental leave may be extended up to one (1) additional year at the discretion of the Board, provided that written request is made for such extension at least 60 days prior to the end of the initial leave period.
- C. At the end of a parental 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 parental 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 parental leave, but at least 60 days before such leave is proposed.
- E. A Bargaining Unit Member who postpones or delays requesting a parental leave in order to first obtain sick leave benefits shall not be eligible for consideration of a parental leave of absence.
- F. A parental leave of absence for Teaching Faculty shall end at the beginning of a fall or spring term or summer session. An approved parental leave of absence for a non-Teaching Faculty 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 employee gives his/her immediate supervisor at least 60-days written notice in advance of his/her proposed return with a copy to the Office of Human Resources.
- G. Parental leave in excess of 180 calendar days shall not be considered as service time for Continuous Years of Service purposes, retirement purposes or any other College recognized service periods, but shall not be considered a break in service for purposes of healthcare benefit eligibility.

## **OLD LANGUAGE**

## 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.

**XII: Salaries:** A new salary grid has been adopted based on degree credentials and years of experience.

**XII: Salaries:** Salaries at top of range that no longer receive a regular salary increase will receive a one-time lump sum stipend up to the following amounts:

2015-2016: \$1,000

2016-2017: \$1,000

2017-2018: \$2,000

**NEW LANGUAGE**

5. Bargaining Unit Members who receive a base salary increase of less than \$1,000 in the 2015 and 2016 contract years, will be eligible for a one time lump sum payment based on the following formula:

Formula:

$\$1,000 - \text{actual base salary increase for the contract year} = \text{lump sum payment for such contract year (less applicable payroll deductions)}$

Bargaining Unit Members who receive a base salary increase of less than \$2,000 in the 2017 contract year, will be eligible for a one time lump sum payment based on the following formula:

Formula:

$\$2,000 - \text{actual base salary increase for the contract year} = \text{lump sum payment for such contract year (less applicable payroll deductions)}$

Any lump sum payment made pursuant to this paragraph will not be added to the base salary amount for such eligible individual.

**OLD LANGUAGE**

1. Top of Range maximum will be established at 125% of the midpoint (Appendix A.2) of the salary range. Pay will not be reduced if current pay is above this amount. In the future, a lump sum equivalent will be paid in lieu of a base salary increase to any faculty member above the top of salary range.

**XII: Salaries:** Substitute Pay has increased from \$27.50 per contact hour to \$35 per contact hour.

**NEW LANGUAGE**

11. Bargaining Unit Members requested to substitute in the classroom shall be compensated at the rate of \$35.00 per contact hour when substituting for Teaching Faculty or Teaching Faculty/Department Chairs. Such assignment shall be at the discretion of the College.

**OLD LANGUAGE**

16. 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.

**XIII: Distinguished Service:** A College Awards Committee will review portfolios for accuracy before they are sent to external judge. Other changes involve options to submit a digital portfolio and to donate award money to the JCCC Foundation.

**NEW LANGUAGE**

3. F. v. A recipient of the award may elect to have one or both payments donated directly to the JCCC Foundation fund for student scholarships.

5. C. An applicant will submit a hardcopy or digital portfolio consisting of an application form, an annual summative evaluation form signed by his/her Dean, supporting letters if applicable, and any other related materials.

5. D. All applications will be reviewed for accuracy by the College Awards Committee. The “College Awards Committee” will consist of one Bargaining Unit Member with the title of full Professor selected from each division, and two academic administrators appointed by the CAO.

**OLD LANGUAGE**

3. F v -- This provision did not exist in previous contract.

5. C. An applicant will submit a portfolio consisting of an application form, evaluation forms, supporting letters if applicable, and any other related materials.

5. D -- This provision did not exist in previous contract.



**XIV: Senior Scholar:** A College Awards Committee will review submitted projects.

**NEW LANGUAGE**

4. Selection of Senior Scholars

The College Awards Committee will review the applications for Senior Scholar annually. Based upon their review, the College Awards Committee will submit a recommendation to the CAO for selection of Senior Scholars. The CAO will review the recommendation of the College Awards Committee and submit a final list of designated Senior Scholar recipients to the College President and the Board.

5. Selection of Senior Scholar Projects

A Bargaining Unit Member may propose a Senior Scholar project to the College Awards Committee for review. The College Awards Committee will forward its recommendation for support to the CAO. If approved by the CAO, 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 Bargaining Unit Members.

**OLD LANGUAGE**

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 Chief Academic Officer for selection of Senior Scholars. The Chief Academic Officer 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.

**XVI: Retirement:** Bargaining Unit Members who are KPERS eligible and JCCC eligible (15 years of service) may apply for a retirement incentive program between Sept. 15 and Sept. 30, 2015.

NOTE: THE EARLY RETIREMENT NOTIFICATION AWARD IS NOT IN EFFECT DURING THE RETIREMENT INCENTIVE PROGRAM, BUT WILL BE REINSTATED AFTER THE PROGRAM ENDS.

**NEW LANGUAGE**

Retirement Incentive Program

- A. Eligibility: A Bargaining Unit Member who, during years 1 and 2 of this Agreement (July 1, 2015-June 30, 2016), or during year 2, if extended (through June 30, 2017): i) is or will become full KPERS retirement eligible and ii) has a minimum of 15 Continuous Contract Years with the College, may apply for participation in a Retirement Incentive Program (an “Eligible Retiree”).
- B. Health Reimbursement Account (HRA and/or the “Program”): The College will work with a third-party vendor to establish an HRA, with the intent that such HRA would allow for:
  - a. Tax free employer contributions to HRA accounts (subject to IRS regulations);
  - b. HRA administration by a third party vendor;
  - c. Contribution to the HRA accounts capped at an agreed upon value of 1,000 hours of earned and unused sick leave.
- C. Eligibility Window:
  - a. There will be a one-time window with College option to extend one year based on participation numbers and/or budget;
  - b. Early Notification Awards under Section XX below will not be granted/allowed during the term of this Program (July 1, 2015-June 30, 2016 or through June 30, 2017 if extended).
- D. Account Funding Formula:
  - a. The College will make contributions to the Participating Retiree Program accounts based on an accrued sick leave formula (such agreed upon formula

does not create any value for any employee accrued sick leave for any other purpose);

b. Funding to support this Program is based upon the following agreed upon formula for sick leave balance value<sup>2</sup>:

- Sick Leave Hours (1,000 maximum) divided by 2080 Standard Hours times Annual Base Salary = HRA Contribution

Or

$$\frac{\#.of.sick.leave.hours\ (up\ to\ a\ max\ of\ 1000)}{2080\ hours} \times \text{Your.base.salary}$$

c. Calculated on earned/unused sick leave and annual base salary at date of retirement.

E. Process:

a. Application required – accepted from September 15 to September 30, 2015 and September 15 to September 30, 2016 if extended for a second year;

b. Approved on 1<sup>st</sup> come, 1<sup>st</sup> considered basis;

c. The College, in its sole discretion, may implement a cap on participation to manage participation and/or budget implications;

d. Departure dates to be approved by the College, in its sole discretion, on a staggered basis based on:

a. Disruption to instruction and/or operations

b. Replacement potential

c. Number of requests per department/function

d. Length of contract

e. Transition plan (if required)

e. Once a Bargaining Unit Member is accepted as a Participating Retiree, notice of intent to retire and participating in this Program shall be deemed irrevocable.

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<sup>2</sup> Current accrued sick leave balances are valued at \$0 upon an employee's departure, which will not change or otherwise be affected by this Program.

Early Notification Program:

- A. Eligibility: A Bargaining Unit Member may choose to retire from JCCC after reaching full retirement eligibility, which shall be defined as any Bargaining Unit Member who meets full KPERS retirement eligibility (as defined by KPERS at the time of the below notification award) and has a minimum of 15 Continuous Contract Years with the College (“Early Notification Retiree”).
- B. Early Notification Award: Early Notification Retirees will be eligible to receive a one-time notification award at the time of retirement of \$7,500, subject to required payroll withholdings as may apply.
- C. Eligibility Window:
  - a. There will be a one-time window for the Early Notification Award for those Early Notification Retirees who qualify with retirement dates during the 2017-2018 academic year (or to include the 2016-2017 academic year if the HRA Program above is not extended for a second year).
  - b. Early Notification Awards will not be granted/allowed during the first 2 years of this Agreement (July 1, 2015-June 30, 2017), unless otherwise determined to apply in year 2 if the HRA Program above is not extended for a second year.
- D. Process:
  - a. Bargaining Unit Members wishing to qualify for the Early Notification Award, must provide the College with advance written notice of intent to retire as follows:
    - i. Non-Teaching Faculty must provide a 6-month advance written notice of intent to retire. Retirement for Non-Teaching Faculty may occur at any time during the 2017-2018 (or 2016-2017 if applicable) academic year.
    - ii. Teaching Faculty who intend to retire at the end of:
      - the 2017-2018 (or 2016-2017 if applicable) academic year must provide advance written notice by December 1st immediately prior to the anticipated date of retirement, and
      - the fall 2017 (or fall 2016 if applicable) semester must provide advance written notice by the May 1st immediately prior to the anticipated date of retirement.
  - b. Once a Bargaining Unit Member submits the above-required advance written

notice of intent to retire, it shall be deemed irrevocable.

- a. The College shall reserve the right, in its sole discretion, to limit the number of Bargaining Unit Members allowed to retire under this Section to 15.

**OLD LANGUAGE**

The retirement incentive program did not exist in the previous contract. The early notification award is the same but with the added stipulation that the award is not in effect during the retirement incentive program.

**XVI: Retirement:** Bargaining Unit Members with at least 15 years of full-time continuous employment and who have attained age 55, may make application for Phase-Out Retirement Status.

**OLD LANGUAGE**

1. Phase-out Retirement Status: Bargaining Unit Members who have at least 15 Continuous Contract Years at JCCC and who have attained age fifty-five (55) may make application for Phase-out Retirement Status which provides the individual an opportunity to reduce workload in preparation for full retirement.

**OLD LANGUAGE**

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 Phase-out Retirement Status which provides the individual an opportunity to reduce workload in preparation for full retirement.

**XVIII: Calendar:** Faculty who wish to substitute up to three of the nine college-scheduled Professional Development Days with Individual Development Days must submit a request to the Dean for approval before the professional development event and at least 30 days before the beginning of the semester in which the scheduled PDD occurs.

**NEW LANGUAGE**

1. The fall and spring semesters for 9-month Teaching Faculty shall consist of 179 working days which includes 165 teaching days, five curriculum development and preparation days, and nine days of scheduled College professional development days (“PD Days”).
2. The number of working days for 10-month Faculty, shall be 199 days, which includes 165 teaching days and five curriculum development and preparation days for Teaching Faculty, along with nine PD Days for all 10-month Faculty.
3. For 9-month and 10-month Faculty, a maximum of three (of the nine) scheduled PD Days may be substituted for individual professional development, at the discretion of the administration. A request to be excused from a scheduled college PD Day must be submitted to and approved by the Dean before the event and at least thirty (30) calendar days before the beginning of the semester in which the scheduled college PD Day occurs. Any such request must include a summary or description of the individual professional development to be undertaken and will be reported in the Bargaining Unit Member’s annual summative evaluation.

**OLD LANGUAGE**

1. The fall and spring semesters for (9) month faculty shall consist of 179 contract days which includes 165 teaching days, six (6) days of scheduled college directed professional development days, three (3) individualized professional development days and includes five (5) curriculum development and preparation days. The three (3) individualized days must be approved in advance, documented and reported in the annual summative evaluation.

## **XXI. DURATION**

### **NEW LANGUAGE**

This Agreement shall govern the rights, as provided in this Agreement, of the Board and the Association during the effective period from July 1, 2015, through June 30, 2018.

### **OLD LANGUAGE**

This Agreement shall govern the rights, as provided in this Agreement, of the Board and the Association during the effective period from July 1, 2012, through June 30, 2015.