

MASTER AGREEMENT

between

**Johnson County
Community College
Board of Trustees**

and

**Johnson County
Community College
Faculty Association**



July 1, 2015 – June 30, 2018

TABLE OF CONTENTS

Article	Page No.
I. PREAMBLE	3
II. RECOGNITION	3
III. MANAGEMENT RIGHTS	4
IV. ASSOCIATION RIGHTS	5
V. GRIEVANCE PROCEDURE	7
VI. EVALUATIONS	11
VII. PERSONNEL RECORDS	11
VIII. COPYRIGHTS	13
IX. REDUCTION IN FORCE	16
X. WORKLOAD	18
XI. LEAVES	22
XII. SALARIES	30
XIII. DISTINGUISHED SERVICE	33
XIV. SENIOR SCHOLAR DESIGNATION	35
XV. BENEFITS	37
XVI. RETIREMENT	39
XVII. PROFESSOR/COUNSELOR EMERITUS	44
XVIII. CALENDAR	45
XIX. SEVERABILITY AND SAVINGS	44
XX. CLOSURE	46
XXI. DURATION	47

ADDENDUM 1	Positions in the Bargaining Unit	48
ADDENDUM 2	JCCC Discipline Areas.....	56
APPENDIX A.1	Instructional Salary Schedule 2015-2018.....	60
APPENDIX A.2	Overload Pay Schedules.....	64
APPENDIX A.3	Joint Workload Committee	65

I. PREAMBLE

This Master Agreement (the "Agreement") is made and entered into this 30th day of June, 2015, by and between the Johnson County Community College Board of Trustees (the "Board") and the Johnson County Community College Faculty Association (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 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 by the Board to fill the positions set forth in Addendum 1, except as otherwise provided in Section 3 below (the "Bargaining Unit"). 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 Bargaining Unit. The positions in the Bargaining Unit as Professor/Coach or Professor/Trainer will only be in the Bargaining Unit until such position is filled with another employee or eliminated, any newly created Coach/Trainer positions will not be in the Bargaining Unit. When the current Executive Director of Sustainability leaves such position, the position will be moved to an AMS position and out of the Bargaining Unit. Further, all salaried and hourly administrative employees shall be excluded from the Bargaining Unit.
2. Members of the Bargaining Unit shall hold the Title of Assistant Professor, Associate Professor or Professor based on continuous years of full-time regular responsibilities as Teaching Faculty, Counselor, Librarian or Coach/Trainer at Johnson County Community College (JCCC or the "College") as follows:

Continuous Contract Years* of Full-Time Regular Employment at JCCC as Teaching Faculty, Counselor, Librarian or Coach/Trainer	Title
Less than 3 Continuous Contract Years	Assistant Professor
Beginning of 4 th Continuous Contract Year through 10 th Continuous Contract Year	Associate Professor
Beginning of 11 th Continuous Contract Years	Professor

- * “Continuous Contract Year” is defined for purposes of this Agreement as the completion of full, successive contract years (regardless of whether the full, successive contracts are for 9-, 10- or 12-months (or a combination thereof), so long as there has been continuous employment in a recognized Bargaining Unit position at JCCC during such period).
3. 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.
 4. The term "Teaching Faculty" 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, Career Counselor or Access Services Advisor. The term “Coach/Trainer” as used in this Agreement shall refer collectively to Bargaining Unit Members who hold the title of Professor/Coach or Professor/Trainer. The terms Teaching Faculty, Librarian, Counselor and Coach/Trainer, are referred to herein collectively as “Faculty” and/or “Bargaining Unit Member”.

III. MANAGEMENT RIGHTS

1. The Board 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 Faculty 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 Bargaining Unit Member 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 policies and procedures for using such equipment and building facilities have been followed. The use/purchase of any equipment that has a direct cost associated with it (e.g., use of: copying machines, paper and other office supplies) shall be paid for by the Association.
- 2. The Association may post material concerning Association activities consistent with College policies/procedures in effect at such time. No information shall be posted on College property except as described in such policies/procedures. 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 and email distribution system for Association communications, in accordance with College policies and procedures. In addition, these representatives may be provided access to all Bargaining Unit Members' mail boxes and email for distribution of Association communications.

4. An elected representative of the Association or its designee shall have the privilege of addressing the Board at that time in the Board's regular meetings provided for "Reports from Board Liaisons" on subjects of the Association's choice, provided that: i) all matters of professional negotiations will be exclusively limited to the bargaining table and ii) any and all complaints by Bargaining Unit Members or the Association concerning this Agreement, any interpretation thereof or misapplication thereof, shall be the subject matter of a grievance pursuant to Article V below.
5. The College agrees to deduct dues for membership in the Association from the salaries of Association members ("FA Members") upon the following conditions.
 - A. An FA Member 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 full pay period following receipt of the authorization form. The deduction period is defined as beginning with the first pay date in September and ending with the last pay date in May.
 - B. The Association shall, on or before June 15, certify in writing, signed by the Association President and filed with the College Payroll Office, the gross amount of dues for the ensuing year (July 1 to June 30) for an FA Member; such gross amount being an annual sum to be withheld from pay beginning September 1 thru May 31. Any FA Member beginning deductions after the first pay date in September; shall have completed on the authorization form the remaining annual amount of dues to be withheld and the per pay period amount. FA Members beginning deductions after the first pay date 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 an FA Member may not be changed until July 1 of the next year.
 - C. The College shall deduct such annual dues from each pay date in an equal amount; said equal amount being the annual dues divided by the number of pay periods to be received by the FA Member during the deduction period. The deduction period is defined as beginning with the first pay date in September and ending with the last pay date 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 attorneys' fees, from any and all

actions or claims growing from or arising because of these deductions, including specifically any claim by any Bargaining Unit Member(s) or anyone with privity to such Bargaining Unit Member(s). 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 Bargaining Unit Member(s) or concerning any use or expenditure thereof by the Association.

- F. If an FA Member 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 FA Member. No catch-up withholdings will be made in subsequent pay periods.
 - G. Each FA Member's payroll deduction authorization filed as provided in Section 5.A above, with the Payroll Office, shall remain in effect during the term of this Agreement unless revoked in writing by the FA Member. The FA 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.
- 6. 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 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 College President, or his/her designee, 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.
 - 7. Nothing contained within this Article shall diminish, negate, or abrogate the reservations made and contained in the Management Rights provisions of this Agreement.

V. GRIEVANCE PROCEDURE

SCOPE

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

This procedure shall not apply to grievances or complaints against employees or grievances or complaints concerning 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 BARGAINING UNIT MEMBER

If the Grievant is a Bargaining Unit Member, then the Grievant may present his/her grievance in writing, using the Master Agreement Grievance Form available from the Office of Human Resources, to his/her immediate supervisor (“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 and submitting it as set forth in Step 2. Such an appeal shall constitute fulfillment of the requirements of Step 1.

B. GRIEVANT IS FACULTY ASSOCIATION

If the Grievant is the Association, then the Grievant may present its grievance in writing, using the Master Agreement Grievance Form available from the Office of Human Resources, to the CAO 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 CAO shall give due consideration to the grievance. If the CAO determines that the grievance has merit, then he/she 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 CAO's determination or remedy, or if the CAO is unable 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 CAO's written notice or of the expiration of the CAO's determination period and submitting it as set forth in Step 3. Such an appeal shall constitute fulfillment of the requirements of Step 1 and Step 2 shall not apply.

STEP 2: SUBMIT APPEAL TO CHIEF ACADEMIC OFFICER

Within five (5) working days of the filing of the appeal, the CAO shall meet with the Grievant to discuss the grievance and the Supervisor's determination and remedy.

The CAO shall give due consideration to the correctness of the Supervisor's determination or appropriateness of the Supervisor's remedy. If the CAO determines that the Supervisor's determination was incorrect, or that the Supervisor's remedy was inappropriate, then the CAO 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 Grievant.

If the Grievant is dissatisfied with the CAO's determination or remedy, or if the CAO is unable to provide timely written notice of his/her determination or remedy, the Grievant may appeal by completing the appropriate additional portion of the Master Agreement Grievance Form, within five (5) working days of receiving the CAO's written notice or of the expiration of the CAO's determination period and submitting it as set forth in Step 3. Such an appeal shall constitute fulfillment of the requirements of Step 2.

STEP 3: SUBMIT APPEAL TO THE PRESIDENT OR HIS/HER DESIGNEE

Within fifteen (15) working days of the appeal, the College President or his/her designee shall make a determination regarding the Grievant's dissatisfaction and, as appropriate, instruct the CAO accordingly, and provide written notice of his/her determination to the Grievant.

If the Grievant is dissatisfied with the College President's or his/her designee's determination, or if the College President or his/her designee is unable to provide timely written notice of his/her determination, the Grievant may appeal by completing the appropriate additional portion of the Master Agreement Grievance Form, within five (5) working days of receiving the College President's or his/her designee's written notice or of the expiration of the College President's or his/her designee's determination period and submitting it as set forth in Step 4. Such appeal shall constitute fulfillment of the requirements of Step 3.

STEP 4: SUBMIT APPEAL TO THE BOARD OF TRUSTEES

The Grievant's appeal shall be submitted to the Board's secretary for communication to the Board.

The Board can, at its discretion, adopt the College President's or his/her designee's determination or remedy without further consideration of the Grievant's position.

Alternatively, the Board can, at its discretion, not adopt the College President's or his/her designee's determination or remedy, in which case the Board shall consider the Grievant'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 Step 4 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 Grievant to present his/her/its position. The Grievant's presentation shall be limited to 20 minutes, and an additional 20 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 30 days after the hearing, final action shall be taken in public session and the Grievant shall be advised in writing of the Board's decision. The Board's decision shall be final.

The Board and the Grievant 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 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 this 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. 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.

VII. PERSONNEL RECORDS

1. The official Personnel Records of each Bargaining Unit Member shall be securely retained by the Office of Human Resources (“Personnel Records”). 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 until such records have been included in the official Personnel Records.
2. Upon appropriate request, a Bargaining Unit Member shall have access to his/her Personnel Records, except for confidential documents to which access is confidential such as credentials, peer review 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 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 request to review employment records form shall be part of the Personnel Records and shall not be considered confidential.
4. Upon appropriate request approved in writing by the Bargaining Unit 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 Bargaining Unit Member, except for confidential documents such as credentials, peer evaluations or letters of recommendation. A request by an Association officer shall be considered appropriate if it is submitted on a form prepared by the 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 Bargaining Unit Member 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 Bargaining Unit Member may request the Office of Human Resources to include relevant materials in or remove materials from his/her Personnel Records. In the event the request is refused, the refusal is appealable directly to the CAO, and the decision of the CAO shall be final. Written notification from the CAO to the Bargaining Unit Member shall be included in the Personnel Records, and the decision shall not be grievable. Nothing in this Section shall abrogate the provisions contained in Section 5 above. No Bargaining Unit Member may avoid the process by filing a grievance rather than utilizing the steps in this Section 6.
7. Grievance records shall be filed in the Personnel Records and shall be treated as confidential. Grievance records shall be sealed and access shall be granted only upon

the written authorization of the College President or his/her designee. Upon appropriate request, the Bargaining Unit Member shall have access to his/her grievance records. Upon appropriate request, as defined in Section 4 of this Article, an Association officer shall have access to grievance records. Such access by the Bargaining Unit Member or the Association officer will be granted by the end of the next working day after appropriate request is received.

8. 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.
9. Materials placed in a Bargaining Unit Member's official records shall not be removed for two (2) years after placement without the knowledge of the Bargaining Unit Member.

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 business¹), the Bargaining Unit Member or any third party (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**

	Ownership Allocation	Distribution of Net Proceeds Earned Outside the College's "Normal Course of Business"
College Supported Inventions	100% - JCCC All patent applications shall be accompanied by appropriate assignments to assure JCCC ownership	25% Bargaining Unit Member 75% JCCC
College Supported Materials	Jointly owned by the Bargaining Unit Member and JCCC subject to the terms of this Article	50% - JCCC 50% - Bargaining Unit Member
Non-College Supported Inventions or Materials	100% Bargaining Unit Member	100% - Bargaining Unit Member

¹ "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.

Commissioned Work	100% JCCC, unless specified otherwise in any related contract for such work
Inventions or Materials produced pursuant to public or private grants	Ownership allocation and distribution of net proceeds will conform to the above standards, unless the conditions of the contract or grant with respect to ownership, distribution, use, and other residual rights, including net proceeds, state otherwise.

- 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.

IX. 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 Article. In the event that a reduction in force becomes necessary, the College President (or his /her designee) shall consult with the Association President. The College President (or his/her designee) will present reason(s) for considering the reduction in force and shall provide relevant information. The Association President will be given an opportunity to discuss such reduction in force before it is implemented. Written notice to the bargaining unit member affected shall be provided in accordance with K.S.A.72-5437 et. seq., as amended.
2. In the event that a reduction in force becomes necessary, in the sole discretion of the College, Bargaining Unit Member whose positions are eliminated will be considered for transfer to another Bargaining Unit position should there be vacancies at the time the reduction in force takes effect for which the Bargaining Unit Member 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 Discipline Area (as set forth in Addendum 2) where one or more positions are being eliminated will be identified for termination of employment on the basis of their qualifications and seniority as set forth below. Notwithstanding the provisions below, in no situation will the College be required to create a new position or to place a Bargaining Unit Member into a position for which he/she cannot meet posted job requirements.
 - 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 earned 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 a Probationary period (for purposes of this Article IX only, Bargaining Unit Members will become "non-Probationary" upon

completion of three (3) Continuous Contract Years. Non-Probationary status for any other purpose related to a Bargaining Unit Member, such as, and without limitation, “probationary” status under the JCCC Faculty Peer Review process or “years of employment” provisions pursuant to KSA 72-5437, et. seq., shall not be governed by terms defined in this Article but by the governing policy and/or statutes).

- C. Bargaining Unit Members who are Probationary will be released before the reduction in force provisions will be applied to non-Probationary members
- 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 administrator (Dean level or above) responsible for overseeing the Discipline Area being reduced at the time the reduction in force provisions are 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 XII, Salaries.

4. Provisions for recall are outlined below.

- A. A non-Probationary Bargaining Unit Member who has been laid off according to Section 3 of this Article will be eligible for recall, as set forth below, for up to one (1) calendar year after the Bargaining Unit Member’s termination date. The Bargaining Unit Member will only be eligible for recall into Bargaining Unit positions for which he/she is qualified and can meet all posted job requirements. The Bargaining Unit Member will be eligible for recall in the order as set forth below:
 - i. A non-Probationary Bargaining Unit Member will 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.
 - ii. A non-Probationary Bargaining Unit Member will be offered recall to a Bargaining Unit position within the same Discipline Area from which he/she was laid off, if such a position becomes available within a one (1) year time period.
 - iii. In the case where more than one non-Probationary Bargaining Unit Member from the same Discipline Area are eligible for recall to a specific Bargaining Unit position, the position will be offered to eligible Bargaining Unit Members using the seniority and qualifications outlined in Section 3, above.
 - iv. After i-iii above have been applied, should a position remain or become vacant in a Discipline Area other than the Discipline Area of a terminated non-Probationary Bargaining Unit Member, then such non-Probationary Bargaining Unit Member will be given first preference, in reverse order of

layoff, for vacancies in such other Discipline Areas where open positions have not been filled as a result of these recall provisions by any non-Probationary Bargaining Unit Member that had been laid off within such Discipline Area.

- B. The offer for recall by the College and the acceptance of the offer by the Bargaining Unit Member must be made within one (1) year from the date the Bargaining Unit Member was laid off. Thereafter, the provisions of this Section 4 shall expire as to such Bargaining Unit Member. The effective date for the Bargaining Unit Member to return to the position offered by the College must be within one (1) year from the Bargaining Unit Member's termination date.

A Bargaining Unit Member in one of the positions set forth under "Other (Directors)" in Addendum 2, shall nevertheless be considered a member of the Discipline Area specified in their qualifying degree and will be subject to the reduction in force and recall provisions within that Discipline Area, pursuant to this Article IX. Should there ever be a situation where a Bargaining Unit Member set forth under "Other (Directors)" in Addendum 2 is not affiliated with any listed Discipline Area based on such individual's qualifications, such Bargaining Unit Member will then remain subject to a reduction in force within such Director position, but will still be entitled to transfer rights in accordance with Article IX, Section 2 and recall provisions under Article IX Section 4.

- C. Notwithstanding any provision to the contrary, in no situation will the College be required to recall a Bargaining Unit Member into a position for which he/she cannot meet posted job requirements.
- D. 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.

X. WORKLOAD

- 1. All Bargaining Unit Members will normally be expected to work a 40-hour week.

The regular work week for Counselors is 40-hours. Five (5) hours of this time is individual development time (IDT).

All Teaching Faculty will provide service to the College by attending and participating in department, division and College wide meetings and activities during Professional Development Days activities and involve themselves in professional development opportunities offered by the College and/or external organizations.

All 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 a Teaching Faculty's total number of load-hours falls between 14.5-15.5 per semester

or 29-30 per academic year, such load may be considered equivalent to the norm. Load hours in excess of 30 per academic year will be treated as Overload with appropriate compensation.

Load-hours for 12-month Teaching Faculty will be 36-37 per 12 months. Load hours in excess of 37 will be treated as Overload with appropriate compensation.

Area Vocational Technical School (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 Teaching Faculty, traditional classroom lecture or lecture/demonstration. The Teaching Faculty 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 must be continuously engaged and not simply passive or present for assistance if called upon. Teaching Faculty 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 plans and supervises/directs student work. The Teaching Faculty 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 is present, monitors student activity and provides individual instruction/assistance.

E. **Activity**--students practice explained tasks with overall Teaching Faculty 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, WEB, 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 Teaching Faculty. Each Teaching Faculty 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 Teaching Faculty team teaching to determine individual load.

Shared teaching occurs in those classes or in linked learning communities when different Teaching Faculty 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 Teaching Faculty's load factor will be multiplied by 1.25 for a total load and that load will be divided by the number of Teaching Faculty team teaching to determine individual load. Workload for teaching situations with multiple Teaching Faculty that do not meet the above stipulations will be determined by the CAO 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 Article XII, Section 17 for compensation of these courses).

4. The College President or his/her designee may approve a reduced load in any semester so as to prevent the student contact hour load from exceeding 21 contact hours per semester.
5. The College President or his/her designee 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 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 College President or his/her designee may grant credit toward the regular teaching load for special assignments which he/she deem to be in the best interest of the College.
8. The College President or his/her designee 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 CAO.
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 (3) 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 (3) credit hour class that meets with the Teaching Faculty 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 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 Teaching Faculty 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 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 for consideration. (See Appendix A.3)

XI. LEAVES

1. Vacation Leave

A. Bargaining Unit Members are employed on a 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

- B. Bargaining Unit Members who are employed on a 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 in either 8-hour or 4-hour increments. Vacation days received by employees on a 10-month contract must be taken during the academic year in which they are granted.
- C. Bargaining Unit Members who are employed on a 9-month salaried contractual basis shall not earn or accrue vacation leave.
- D. Bargaining Unit Members who are employed on a 12-month contract shall accrue vacation 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.

- E. Bargaining Unit Members who are employed on a 12-month contract may accrue up to 36 vacation days of eight (8) hour working days through the first nine (9) years of service; 38 vacation days of eight (8) hour working days from 10 through 14 years of service; 40 vacation days of eight (8) hour working days from 15 through 19 years of service; and 42 vacation days of eight (8) hour working days for 20 years of service and over.
- F. Vacation time must be scheduled with prior approval of the appropriate supervisor on forms provided by the College and submitted through the electronic timekeeping system. Vacation may not be taken in advance of accrual.
- G. A Bargaining Unit Member separating service from the College 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 employee; and
 - iv. Failure of separating employee to return College property.

2. Holidays

- A. The College will designate no less than eleven (11) fixed eight- (8) hour holidays per fiscal year beginning July 1 and ending June 30.
- B. Bargaining Unit Members will not normally be expected to work on designated holidays.
- C. Floating Holidays: In addition to designated holidays, each Bargaining Unit Member who is employed on a 12-month contract 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. Bargaining Unit Members who are employed on a 9- or 10- month salaried or contractual basis will not be granted floating holidays.

3. Personal Day

Bargaining Unit Members shall receive two (2) personal days of eight (8) hours each academic year, which may be taken in either 8-hour or 4-hour increments. A personal day may not be scheduled during professional development (also known as in-service) time or graduation day. Personal 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 specifically provided elsewhere in this Agreement.
- B. A Bargaining Unit Member may not use sick leave for any time for which a claim is made under College income protection program(s). A Bargaining Unit Member will not be compensated for unused, accrued sick leave.
- C. Bargaining Unit Members 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 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) Continuous Contract Years, a Bargaining Unit Member who has a sick leave bank of 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 15 Continuous Contract Years or more 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 to one (1) day of personal leave, for a maximum of two (2) additional personal days per year.

5. Bereavement or Critical Illness of Family Members

- A. In the case of death(s) in the "immediate family" of a Bargaining Unit Member, 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 Bargaining Unit Member 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 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 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 leave shall be concurrent with the benefits under the Family and Medical Leave Act.

Should a Bargaining Unit Member 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/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 College President or his/her designee, 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 provisions of the Family and Medical Leave Act.

- C. "Immediate family," for the purpose of this Section 5 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 College President or his/her designee and does not accrue.

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.

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.

8. Jury Duty and Subpoena

- A. A Bargaining Unit Member 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 Bargaining Unit Member shall attempt to arrange the court appearance to interfere minimally with regularly assigned duties.

9. Military and National Service Leave

- A. A Bargaining Unit Member who leaves his/her position for military service shall be entitled to unpaid leave and reemployment rights in accordance with applicable laws, including the Uniform Services Employment and Reemployment Act 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 reserves the right to deny extension of leave to those remaining in military service beyond the obligatory period.

10. Inclement Weather Days

A Bargaining Unit Member 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 College 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 Bargaining Unit Member.
- B. Upon the request of a Bargaining Unit Member, the College 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. 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. Eligibility

- i. To be eligible for consideration of a sabbatical leave, an eligible Bargaining Unit Member must have completed six (6) Continuous Contract Years 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 toward the six (6) Continuous Contract Year period required for sabbatical leave eligibility.
- ii. The Board may grant sabbatical leave in their sole discretion to eligible Bargaining Unit Members.
- iii. During the sixth year of service, or any later year, an eligible Bargaining Unit Member is entitled to apply for sabbatical leave.
- iv. Sabbatical leave is non-cumulative; as an example thereof, an eligible Bargaining Unit Member who has twelve (12) Continuous Contract Years will not be entitled to two sabbatical leaves.
- v. A Bargaining Unit Member who has received a sabbatical leave shall not be eligible to begin another sabbatical leave until he/she has completed another six

(6) Continuous Contract Years.

C. 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 College President, or his/her designee, 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. All healthcare benefits (as set forth in Article XV), disability insurance, group life insurance and retirement benefits (collectively, "Benefits") 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 Bargaining Unit Members; 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 of the sabbatical program will obligate the Bargaining Unit Member to reimburse the College for salary and Benefits paid to the employee during the leave. Such reimbursement shall be made within thirty (30) days of receipt of notice of repayment issued by the College President or his/her designee.
- iv. A Bargaining Unit Member taking a sabbatical leave shall return to JCCC for a period of one full contract year following the sabbatical leave, otherwise, the Bargaining Unit Member must reimburse the College for salary paid to the employee and Benefits paid on the employee's behalf during the sabbatical leave.
- v. At the completion of the sabbatical leave, the Bargaining Unit Member will submit a full written report, in accordance with guidelines outlined in the sabbatical application process, regarding the outcomes of the sabbatical leave to his/her Dean for approval. An electronic copy of the report will be presented to Staff and Organizational Development for placement in an online repository. In addition, the report will be presented and/or disseminated to other internal College stakeholders in accordance with guidelines outlined in the sabbatical application process. The due date for the written report will take the specific sabbatical leave conditions into consideration and will be determined at the time of application approval.

- vi. The Bargaining Unit Member must 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 otherwise employed for outside 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. 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.

D. 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 College President or his/her designee, as approved by the Board, not to exceed 18 sabbatical leaves each year.

XII. SALARIES

1. Bargaining Unit Members shall be paid a base salary in accordance with the Instructional Salary Schedules set forth in Appendix A.1, which Schedules reflect years of experience, relevant education, length of contract and applicable year of employment.
2. For purposes of the Instructional Salary Schedules, years of experience shall be calculated as follows:
 - A. One year for each year of full-time, relevant, academic work at a higher education institution.
 - 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 College President or his/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 base salary placement, a Bargaining Unit Member will be credited with up to a maximum of 15 years' experience.

3. The following guidelines will be considered when determining placement on the Instructional Salary Schedules:
 - A. The salary range designated “B” or "Bachelor" requires a bachelor's degree.
 - B. The salary range designated “M” or "Master" requires a master's degree. Also included is the S.T.L. degree.
 - C. The salary range designated “S” or "Specialist" requires an Ed.S., MFA, or 30 graduate hours earned beyond a master’s degree determined by the College President or his/her designee as relevant to the teaching area.
 - D. The salary range designated “D” or "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.
 - E. Individuals without at least an associate’s degree will be placed in the salary range for an Associate degree (“A” on the Instructional Salary Schedules).
 - F. 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 base salary determination purposes. As determined by the College 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.
4. Bargaining Unit Members whose prior year base salary is higher than their position places on the applicable Instructional Salary Schedule: i) will not have their prior year base salary reduced, but ii) such prior year base salary will be maintained with no annual increase until their placement on the applicable Instructional Salary Schedule allows for a base salary increase.
5. Bargaining Unit Members who receive a base salary increase of less than \$1,000 in either the 2015 or 2016 contract year, will receive a one-time lump sum payment in each eligible year, 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 – actual base salary increase for the contract year = 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.

6. Bargaining Unit Members holding the positions of Teaching Dean shall be paid at the AMS salary grade equivalent to an Administrative Dean.
7. 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 CAO 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 CAO 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 Bargaining Unit Member's job assignment. A certified transcript for any such degree conferred must be supplied to the Office of Human Resources by the Bargaining 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.
 - A. The College retains the right, among others, to review and adjust individual degree and experience qualifications claimed for salary purposes by Bargaining Unit Members. Changes in placement on the Instructional Salary Schedules will only occur at the beginning of a fiscal year following completion of the degree.
 - B. Bargaining Unit Members will not receive a salary adjustment for completion of a degree that is a minimum requirement for the position they hold.
8. A Bargaining Unit Member starting employment after the commencement of regular 9-, 10- or 12-month contract periods shall be paid on a prorated basis, reflecting the number of working days remaining in the fiscal year.
9. Bargaining Unit Members 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 College President or his/her designee may determine an amount that is an exception to the amount specified in Appendix A.2.
10. Bargaining Unit Members 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.2. 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 College President or his/her designee may determine an amount that is an exception to the amount specified in Appendix

A.2.

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.
12. Directed study (independent study or courses offered by arrangement) with fewer than ten 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.
13. 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 x \$400 = \$1,200)

XIII. DISTINGUISHED SERVICE

1. Purpose

The Distinguished Service award 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 Continuous Contract Years shall be eligible for nomination for a Distinguished Service award. However, any individual has the right not to participate.

3. Conditions

- A. The Faculty Portfolio Process (or any future related development processes) will continue to be used as part of the formative evaluation used to enhance an individual's professional development. The Faculty Portfolio Process will not be used as part of the summative evaluation for Distinguished Service unless included by the applicant. Eligibility for the award requires verification by their Dean that the Bargaining Unit Member is in good standing in the Faculty Portfolio process.
- B. In general, applications for Distinguished Service award 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 award requires the nominee 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 CAO.

- D. Criteria for Distinguished Service awards 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 two separate lump sum payments, in the Spring of each fiscal year, as long as the recipient is currently employed by the College at the time of the next scheduled award payment.
- v. A recipient of the award may elect to have one or both payments donated directly to the JCCC Foundation fund for student scholarships.
- vi. The award will not become part of the recipient's base salary.

4. Selection of Distinguished Service Recipients

The Association President shall choose an external judge to select award recipients from the pool of applications. The external judge selection shall have input and approval of the College President. The College shall pay the reasonable expenses of the judge. The judge will determine which applications from the pool will be recommended to Staff Development for Distinguished Service recognition. 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 award 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 up to June 30 of the previous fiscal year.
- 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.
- 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.
- E. The confidential recommendations of the judge will be forwarded to Staff Development and the Association President on or before the date of the December Board meeting.
- F. Staff Development shall, after consideration of the judge's confidential recommendation, announce the awards.

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 in consultation with the external judge and approved by the Board.

XIV. 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 Bargaining Unit Members nearing retirement and to allow the Bargaining Unit Member an opportunity to participate in projects of benefit to the College through designated reassigned time.

2. Eligibility

Bargaining Unit Members who have completed 15 Continuous Contract Years and who are within two years of otherwise meeting the criteria for full retirement under the

Kansas Public Employee Retirement System (“KPERs”) plan shall be eligible to apply for Senior Scholar status.

3. Procedures

- A. A Bargaining Unit 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 Bargaining Unit Member wishes to include.
- B. The Bargaining Unit Member’s Portfolio, signed off on by the Dean, will be required as part of the application process.
- C. The application form must be filed with the office of the Chief Academic Officer no later than February 1 of each year.
- D. If designated as a Senior Scholar, the Bargaining Unit Member may be eligible to participate in authorized College projects and to receive up to 1/2 time reassigned from classroom duties to complete such projects. Such project participation shall not exceed a total of four semesters during the time a Bargaining Unit 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 CAO. 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 fiscal year.
- 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

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.

6. Number of Senior Scholar Awards

The College shall reserve the right, in its sole discretion, to limit the number of Bargaining Unit Members selected as Senior Scholars to a maximum of six in any academic year.

XV. BENEFITS

1. The Board 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. Definition of Terms – “Benefit Eligibility Date” means the 1st day of the month that a Bargaining Unit Member is eligible to participate in the benefit plan options provided by the College.
3. The College shall provide a benefit plan for Bargaining Unit Members, terms of which shall be established by the College.
 - A. Bargaining Unit Members with a Benefit Eligibility Date prior to June 1, 2014 (“Group 1”) shall receive a fixed monthly flex-credit contribution amount to be used to purchase various benefit options, unless such Bargaining Unit Member irrevocably elects, forever, to discontinue receiving such contribution in a manner and at such time as the College shall provide. The flex-credit amount will be \$1,108.94 per month for the duration of this Agreement.
 - B. Additionally, Bargaining Unit Members shall be entitled to have a percentage of gross base salary allocated to the Johnson County Community College 403(b) Plan (the 403(b) Plan). Such percentage shall be established as follows:
 - a. For the duration of this Agreement, any Bargaining Unit Member with a Benefit Eligibility Date on or after June 1, 2014 (“Group 2”) will receive a monthly contribution to the 403(b) Plan in the amount of 8% of gross base salary.
 - b. Group 1 will receive a monthly contribution to the 403(b) Plan in the amount of 7% of gross base salary, unless such Bargaining Unit Member has irrevocably elected to discontinue receiving flex-credit contributions in which case the amount will be 8% of gross base salary.

C. For the duration of this Agreement, Bargaining Unit Members agree to share in the annual cost increase of medical and dental insurance as follows:

- a. Group 2 Bargaining Unit Members who elect medical plan coverage will receive a monthly medical plan contribution equal to the premium amount by coverage tier of the HDHP medical plan option made available to Bargaining Unit Members. Any premium amount for other medical plan options in excess of the HDHP premium amount shall be the Bargaining Unit Member's responsibility. Group 1 will pay 25% of each annual medical plan cost increase and the College 75% of the annual cost increase, unless such Bargaining Unit Member has irrevocably elected to discontinue receiving flex-credit contributions, in which case the Bargaining Unit Member will receive the medical plan contribution amount applicable to Group 2.
- b. Group 2 Bargaining Unit Members who elect dental plan coverage will receive a monthly dental plan percentage contribution equivalent to the percentage of the College's contribution to the PPO medical plan option, by coverage tier. Group 1 Bargaining Unit Members will pay 25% of each annual dental plan cost increase and the College 75% of the annual cost increase, unless such Bargaining Unit Member has irrevocably elected to discontinue receiving flex-credit contributions, in which case the Bargaining Unit Member will receive the dental plan contribution amount applicable to Group 2.

D. Benefit options ordinarily available to 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)
- Defined Contribution Retirement Plans
- Other benefit options for individual or dependent expenses as may be determined by the College

E. 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 a Bargaining Unit Member under the flexible benefit plan or for the tax consequences of the elections.

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

4. The Board shall provide each Bargaining Unit Member with income protection insurance. The College will maintain this plan and pay the applicable costs. Such protection shall provide a Bargaining Unit Member, who has completed three consecutive months of

service, with 65% of his/her regular salary up to a designated maximum amount not to exceed \$1,000.00 per week, for a period of extended disability not exceeding 26 weeks including time covered by regular sick leave.

5. The Board 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.
6. The College may issue complimentary admission to College athletic events and such other College events as the College shall from time to time determine.
7. All Bargaining Unit Members and their dependents will be reimbursed upon successful completion of credit-granting courses of study at the College in accordance with College policy.
8. All Bargaining Unit Members 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 JCCC continuing education programs for professional development.
9. All Bargaining Unit Members are eligible for Staff Development grants for tuition, registration, materials and/or certification testing for approved professional development non-credit courses and/or programs to remain certified, licensed or current in their teaching field. Members may obtain grants for two courses per fiscal year to a maximum of \$1,000 each fiscal year, if they have a current Portfolio.

XVI. RETIREMENT

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.
 - A. The eligible Bargaining Unit Member who assumes Phase-out Retirement Status shall receive a pro rata portion of what their base salary would have been had they maintained full time regular status. That is to say if the Phase-out 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 Phase-out period, the Bargaining Unit Member shall also be entitled to purchase, as applicable, Group 1 or Group 2: group health, life, dental and vision insurance benefits as provided to Bargaining Unit Members to the extent such insurance may be available through the underwriter of record at time. For Group 1 Bargaining Unit Members who qualify for Phase-out Retirement Status, the College shall provide an amount up to the fixed dollars provided to Bargaining Unit Members 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 Phase-out Status Bargaining Unit Member. 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 Bargaining Unit Member were on full-time regular status.

- B. The application for Phase-out 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. A Bargaining Unit Member who assumes Phase-out Retirement Status may not have a workload in any semester which is greater than the workload in the previous semester, nor may that Bargaining Unit Member qualify for Overload or other supplemental contracts.
- C. Phase-out Retirement Status may be for no longer than three (3) years in length; however, the Bargaining Unit Member may request to conclude the Phase-out Status at the end of any semester occurring before the end of the three- (3) year period. At the conclusion of the Phase-out Status, the Bargaining Unit Member must assume full-time retirement status.
- D. Application for Phase-out 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 Phase-out Retirement Status shall be deemed to be irrevocable once it is approved by the Board.

2. Retirement Incentive Program

- A. Eligibility: A Bargaining Unit Member who, during year 1 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 the HRA account (subject to IRS regulations);
 - b. HRA administration by a third party vendor;
 - c. Contribution to the HRA account 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 value²:
 - Sick Leave Hours (1,000 maximum) divided by
2080 Standard Hours times Annual Base Salary = HRA Contribution

Or

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

- 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 1st come, 1st 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:
 - i. Disruption to instruction and/or operations
 - ii. Replacement potential

² 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.

iii. Number of requests per department/function

iv. Length of contract

v. 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.

3 . 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.
- c. 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.

3. Medical Plan Coverage

- A. Bargaining Unit Members who terminate their employment and have ten (10) or more years of KPERS-eligible service with the College and are fifty-five (55) years of age or older shall be eligible to continue participation in a College-provided medical insurance program for a period of up to ten (10) years or until such Bargaining Unit Member reaches Medicare eligibility, whichever occurs first. Such member will pay the entire single-subscriber, two-party, or full-family portions of the premium plus an administrative fee Coverage provided to the retiree under the College's medical insurance plan shall be in accordance with the contractual provisions of the benefit provider.
- B. The retiring Bargaining Unit Member 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. Provided the retiring Bargaining Unit Member continues medical plan participation, he/she shall be entitled to participate in subsequent open enrollments. The College shall reserve the right, in its sole discretion, to designate in which medical plan option(s) a retiree may enroll.
- C. All medical plan 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 earlier of the time the dependent is no longer eligible for coverage, reaches Medicare eligibility or the retiree reaches Medicare eligibility.
- D. A retiring Bargaining Unit Member who waives continuing participation in a College medical plan option at the time of retirement shall not be eligible to participate at a later date.
- E. The medical plan coverage provided by this section may not be converted to cash or other benefits.

XVII. PROFESSOR/COUNSELOR/LIBRARIAN EMERITUS

1. Purpose

The Professor/Counselor/Librarian Emeritus program is intended to recognize and reward a Bargaining Unit Member retiree for outstanding teaching, 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 Faculty whose services the College wants to maintain.

2. Eligibility

Bargaining Unit Members with a minimum of 15 Continuous Contract Years 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. The College Awards Committee will review and recommend applications for Professor/Counselor/Librarian Emeritus. A process shall be implemented by the College Awards Committee to ensure a fair review of the applicant.
- B. Individuals seeking the Professor/Counselor/Librarian Emeritus designation shall submit an application to the College Awards Committee.
- C. 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.
- D. The College Awards Committee shall forward to College President or his/her designee the name of any Bargaining Unit Member recommended for Professor/Counselor/Librarian Emeritus status. Final approval for this designation shall be granted by College President or his/her designee.
- E. An eligible Bargaining Unit Member may submit the application for Professor/Counselor/Librarian Emeritus within 90 days prior to or one year following retirement.

4. Program Benefits

- A. Professor/Counselor/Librarian Emeritus designees may be paid pro-rata of their final salary, based upon specific need and discipline at the discretion of College President or his/her designee. All other classes taught by Emeritus

faculty that are requested by Emeritus faculty shall be paid at 120% of the adjunct rate.

- B. For only those courses deemed eligible to receive pro-rata pay, pro-rata pay will be calculated as 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.
- C. 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 12-month employment contract. For purposes of determining pro-rata pay, the 12-month contract shall be divided by the number of working hours in the last 12-month contract year. Each year thereafter, this rate shall be adjusted annually by the rate of the pay increase granted to part-time faculty.
- D. Professor/Counselor/Librarian Emeritus faculty shall be eligible for special projects as approved by College President or his/her designee.
- E. 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.
- F. 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.

XVIII. CALENDAR

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 with 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.

4. The number of working days for 12-month Faculty shall be 227 days.
5. In the event that the College should close on a day on which a Bargaining Unit Member has taken an approved vacation or personal leave day, that day shall not be charged to vacation or personal leave.
6. In those cases when a Bargaining Unit Member is required to work on a fixed holiday, the College shall designate an alternate day as a paid holiday.
7. It shall not be a violation of this Agreement if the College cannot be operated due to a reason beyond the Board's control.

XIX. 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 XX, Closure, Section 1.

XX. 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 College 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 Agreement renewal or such earlier date as may be specified. Side letters still in force at Agreement renewal shall be reviewed and shall become part of the Agreement 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 Bargaining Unit Members which are inconsistent with the terms of this Agreement.

XXI. DURATION

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.

ADDENDUM 1

Positions in the Bargaining Unit

JOHNSON COUNTY COMMUNITY COLLEGE
FULL-TIME REGULAR STAFFING AUTHORIZATION
TABLE BARGAINING UNIT – 2015-2018

Access Services Advisor
Access Services Advisor
Access Svc Adv/Prog. Fac.
Assoc. Prof. Accounting
Assoc. Prof. Admin. of Justice
Assoc. Prof. Animation
Assoc. Prof. Anthropology
Assoc. Prof. Architecture
Assoc. Prof. Art History
Assoc. Prof. Auto Tech
Assoc. Prof. Business Admin.
Assoc. Prof. Comp Science
Assoc. Prof. Computer Science
Assoc. Prof. Const. Mgmt.
Assoc. Prof. Dental Hygiene
Assoc. Prof. Drafting
Assoc. Prof. Early Child Educ.
Assoc. Prof. Electrical Tech.
Assoc. Prof. EMS
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. English
Assoc. Prof. English
Assoc. Prof. English
Assoc. Prof. Enrgy Perf/Res Mgt
Assoc. Prof. ESL/EAP
Assoc. Prof. Fash Merch/Design
Assoc. Prof. Fire Science
Assoc. Prof. Game Development
Assoc. Prof. HCIS & MIRM
Assoc. Prof. Health Occ.
Assoc. Prof. History

Assoc. Prof. History
Assoc. Prof. Horticulture
Assoc. Prof. Hospitality Mgmt.
Assoc. Prof. Hospitality Mgmt.
Assoc. Prof. Hospitality Mgmt.
Assoc. Prof. Hospitality Mgmt.
Assoc. Prof. HVAC
Assoc. Prof. Industrial Tech.
Assoc. Prof. Info. Technology
Assoc. Prof. Interactive Media
Assoc. Prof. Interior Design
Assoc. Prof. Interpreter Trng
Assoc. Prof. Legal Studies
Assoc. Prof. Marketing Mgmt.
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. Metal Fabrication
Assoc. Prof. Mktg & Mgmt
Assoc. Prof. Nursing
Assoc. Prof. Nursing
Assoc. Prof. Nursing
Assoc. Prof. Nursing
Assoc. Prof. Nursing
Assoc. Prof. Nursing
Assoc. Prof. Nursing
Assoc. Prof. Nursing
Assoc. Prof. Nursing
Assoc. Prof. Polysomnography
Assoc. Prof. Psychology
Assoc. Prof. Psychology
Assoc. Prof. Read/Acad Ach Ctr
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. Sociology
Assoc. Prof. Sociology
Assoc. Prof. Sociology
Assoc. Prof. Speech
Assoc. Prof. Speech/Asst. Debate
Assoc. Prof. Speech/Debate Coach
Assoc. Prof. Theatre
Assoc. Prof. Writing Center
Assoc. Prof./Fac. Cosmetology
Assoc. Prof./Fac. Esthetics
Assoc. Prof./Librarian
Assoc. Prof./Librarian
Assoc. Prof./Librarian
Asst. Prof. Accounting
Asst. Prof. Auto Tech
Asst. Prof. Computer Science
Asst. Prof. Dental Hygiene
Asst. Prof. Dietary Mgt/Hosp.
Asst. Prof. EMS
Asst. Prof. Graphic Design
Asst. Prof. Hospitality Mgmt.
Asst. Prof. Info. Technology
Asst. Prof. Interior Design
Asst. Prof. Legal Studies
Asst. Prof. Math Resource Ctr
Asst. Prof. Mathematics
Asst. Prof. Nursing
Asst. Prof. Nursing
Asst. Prof. Personal Comp. Apps.
Asst. Prof. PN & HOC
Asst. Prof. Practical Nursing
Asst. Prof. Practical Nursing
Asst. Prof. Reading
Asst. Prof. RR Mechanics

Professor Bus. Adm/Off Tech.
Professor Busi. Office Tech.
Professor Business Admin.
Professor Business Admin.
Professor Business Admin.
Professor Business Admin.
Professor Comp-Aid Draft.
Professor Computer Science
Professor Computer Science
Professor Computer Science
Professor Computer Science
Professor Cosmetology
Professor Dental Hygiene
Professor Dental Hygiene
Professor Dental Hygiene
Professor Dental Hygiene
Professor Desktop Publishing
Professor Drafting
Professor Early Childhood Educ
Professor Economics
Professor Economics
Professor Economics
Professor Economics
Professor Economics
Professor Electronics
Professor Electronics
Professor EMS
Professor EMS
Professor EMS
Professor Engineering Tech.
Professor English
Professor English
Professor English
Professor English
Professor English
Professor English
Professor English
Professor English
Professor English
Professor English
Professor English
Professor English
Professor English
Professor English
Professor English
Professor English
Professor English
Professor English
Professor English

Professor Entrepreneurship
Professor Fash. Merch./Des.
Professor Fash. Merch./ Des.
Professor Fine Arts
Professor Fine Arts
Professor Fine Arts & Photo.
Professor Foreign Language
Professor Foreign Language
Professor Foreign Language
Professor Foreign Language
Professor Game Development
Professor Graphic Design
Professor Graphic Design
Professor Graphic Design
Professor Graphic Design
Professor History
Professor History
Professor History
Professor History/Poli. Sci.
Professor Hosp. Mgmt./CHE
Professor Hospitality Mgmt.
Professor Hospitality Mgmt.
Professor Hospitality Mgmt.
Professor Hospitality Mgmt.
Professor HPER
Professor HPER
Professor HPER
Professor HPER
Professor Human Science
Professor Humanities
Professor Humanities
Professor Humanities
Professor Info. Technology
Professor Info. Technology
Professor Info. Technology
Professor Instrumental Music
Professor Interior Design
Professor Interpreter Training
Professor Interpreter Training
Professor Interpreter Trng
Professor Journalism/Media Com
Professor Learning Strategies
Professor Legal Studies
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 Mathematics
Professor Music & Theatre
Professor Nursing
Professor Nursing
Professor Phil. & Religion
Professor Philosophy
Professor Philosophy
Professor Political Science
Professor Practical Nursing
Professor Psychology
Professor Psychology
Professor Psychology
Professor Psychology
Professor R R Welding
Professor Reading/Acad Ach Ctr
Professor Respiratory Care
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 Science
Professor Science
Professor Science
Professor Science
Professor Soc/Anthropology
Professor Sociology
Professor Speech
Professor Speech
Professor Speech
Professor Sustainable Agri.
Professor Vocal Music
Professor Web Applications
Professor Web Applications
Professor Welding
Professor/Director AACtr
Professor/Director Hosp. Mgmt
Professor/Director, HPER
Professor/Exec Dir Sustain
Professor/Librarian
Professor/Librarian
Professor/Librarian
Professor/Trainer

ADDENDUM 2
JCCC DISCIPLINE AREAS

Discipline Areas listed below under each Division (as currently structured at the time of this Agreement) shall cover the Bargaining Unit Member's professional experience or field of study as related to degrees earned or classes taught at the college level. In the case of non-Teaching Faculty Bargaining Unit Members, discipline shall cover professional experience or field of study as related to degrees earned or college assignment area. The Discipline Areas listed below are based on this definition, and are recognized by accrediting bodies, degree granting institutions and other objective bodies as appropriate to the specific discipline. Discipline Areas defined and listed in this Addendum 2 are to be used solely for the purposes of Article IX "Reduction in Force" of this Agreement.

ACADEMIC SUPPORT:

Librarian

ARTS, HUMANITIES AND SOCIAL SCIENCES:

Administration of Justice

Anthropology

Art History

Early Childhood Education

Fine Arts

Fire Science

Graphic Design

History

Humanities

Instrumental Music

Philosophy

Photography

Political Science

Psychology

Recording Arts

Religion

Sociology

Theatre

Vocal Music

Women and Gender Studies

BUSINESS:

Accounting

Architecture

Business Administration

Business (this Discipline Area includes only those employees hired in positions sitting within Business Office Technology)

Economics

Entrepreneurship
Fashion Merchandising and Design
Hospitality Management (includes Baking/Pastry and Dietary Management)
Interior Design (includes Floriculture)
Legal Studies
Marketing & Management

COMMUNICATIONS:

Foreign Language
Interpreter Training
Learning Strategies
Reading (includes Academic Achievement Center)
Speech (includes Debate)

CURRICULUM AND ACADEMIC QUALITY:

Cosmetology and Esthetics

ENGLISH AND JOURNALISM:

English (includes English as a Second Language and Director, Writing Center)
Journalism and Media Communications

HEALTH AND WELLNESS:

Dental Hygiene
Emergency Medical Science
Health Occupations
Health, Physical Education and Recreation
Nursing
Polysomnography
Practical Nursing
Respiratory Care

LEARNER ENGAGEMENT:

Counselor

MATHEMATICS:

Mathematics (includes Director, Math Resource Center)

SCIENCE:

Biotechnology
Chemistry
Ecology and Evolutionary Biology
Geosciences
Horticultural Sciences
Human Biology
Molecular and Cell Biology
Physics and Astronomy
Sustainable Agriculture

TECHNOLOGY:

Animation
Automotive Technology
Computer Applications
Computer Science and Information Systems
Construction Management
Desktop Publishing
Drafting
Electrical Technology
Electronics Technology
Energy and Resource Performance Management
Engineering
Game Development
Heating, Ventilation and Air Conditioning
Industrial Maintenance
Industrial Safety and Technology
Industrial Technology-Networking
Medical Information and Revenue Management
Metal Fabrication
Railroad Technology (includes Railroad Industrial Technology and Railroad Conductor)
Web Technologies

OTHER (DIRECTORS) (Positions not affiliated with a Discipline Area, but individual affiliated with a Discipline Area as set forth in Article IX “Reduction in Force”):

Director, Academic Achievement Center
Director, Community Based Learning
Director, Honors Program
Director, International Education
Director, Outcomes Assessment

OTHER (ATHLETICS) (Position not affiliated with a Discipline Area and individual not assigned to a Discipline Area for purposes of Article IX “Reduction in Force”):

Professor/Coach (by sport) – Mike Jeffers (Basketball); Kent Shelley (Baseball)
Professor/Athletic Trainer – Bill Buese (Trainer)

2015 - 2018 MASTER AGREEMENT

APPENDIX A.1 - APPENDIX A.3

APPENDIX A.1
INSTRUCTIONAL SALARY SCHEDULES

2015-2016

2016-2017

2017-2018

2015/16

9-month Salaries						10-month Salaries						12-month Salaries					
YrsExp	A	B	M	S	D	YrsExp	A	B	M	S	D	YrsExp	A	B	M	S	D
0	45,067	47,026	48,986	50,945	52,904	0	47,771	49,848	51,925	54,002	56,079	0	51,376	53,610	55,844	58,077	60,311
1	46,419	48,437	50,455	52,473	54,492	1	49,204	51,343	53,482	55,622	57,761	1	52,917	55,218	57,519	59,820	62,120
2	47,714	49,789	51,864	53,938	56,013	2	50,577	52,776	54,975	57,174	59,373	2	54,394	56,759	59,124	61,489	63,854
3	48,954	51,082	53,211	55,339	57,467	3	51,891	54,147	56,403	58,659	60,916	3	55,807	58,234	60,660	63,086	65,513
4	50,137	52,317	54,496	56,676	58,856	4	53,145	55,456	57,766	60,077	62,388	4	57,156	59,641	62,126	64,611	67,096
5	51,207	53,433	55,660	57,886	60,113	5	54,280	56,640	58,999	61,359	63,719	5	58,376	60,914	63,452	65,990	68,528
6	52,277	54,550	56,823	59,096	61,369	6	55,414	57,823	60,233	62,642	65,051	6	59,596	62,187	64,779	67,370	69,961
7	53,348	55,667	57,987	60,306	62,626	7	56,549	59,007	61,466	63,925	66,383	7	60,816	63,461	66,105	68,749	71,393
8	54,305	56,667	59,028	61,389	63,750	8	57,564	60,067	62,569	65,072	67,575	8	61,908	64,600	67,292	69,983	72,675
9	55,207	57,607	60,007	62,408	64,808	9	58,519	61,063	63,608	66,152	68,696	9	62,936	65,672	68,408	71,145	73,881
10	56,108	58,548	60,987	63,427	65,866	10	59,475	62,060	64,646	67,232	69,818	10	63,963	66,744	69,525	72,306	75,087
11	56,953	59,429	61,906	64,382	66,858	11	60,370	62,995	65,620	68,245	70,869	11	64,927	67,749	70,572	73,395	76,218
12	57,742	60,252	62,763	65,273	67,784	12	61,206	63,867	66,529	69,190	71,851	12	65,826	68,688	71,550	74,412	77,274
13	58,530	61,075	63,620	66,165	68,710	13	62,042	64,740	67,437	70,135	72,832	13	66,725	69,626	72,527	75,428	78,329
14	59,263	61,839	64,416	66,993	69,569	14	62,819	65,550	68,281	71,012	73,744	14	67,560	70,497	73,434	76,372	79,309
15	59,939	62,545	65,151	67,757	70,363	15	63,535	66,298	69,060	71,822	74,585	15	68,330	71,301	74,272	77,243	80,214
16	60,615	63,250	65,886	68,521	71,156	16	64,252	67,045	69,839	72,632	75,426	16	69,101	72,105	75,110	78,114	81,118
17	61,291	63,956	66,620	69,285	71,950	17	64,968	67,793	70,618	73,442	76,267	17	69,871	72,909	75,947	78,985	82,023
18	61,854	64,543	67,233	69,922	72,611	18	65,565	68,416	71,267	74,117	76,968	18	70,514	73,580	76,645	79,711	82,777
19	62,474	65,190	67,906	70,623	73,339	19	66,222	69,101	71,981	74,860	77,739	19	71,220	74,317	77,413	80,510	83,606
20	62,981	65,719	68,457	71,196	73,934	20	66,760	69,662	72,565	75,467	78,370	20	71,798	74,920	78,041	81,163	84,285
21	63,544	66,307	69,070	71,832	74,595	21	67,357	70,285	73,214	76,142	79,071	21	72,440	75,590	78,739	81,889	85,039
22	64,051	66,836	69,621	72,406	75,190	22	67,894	70,846	73,798	76,750	79,702	22	73,018	76,193	79,368	82,542	85,717
23	64,502	67,306	70,111	72,915	75,719	23	68,372	71,345	74,317	77,290	80,263	23	73,532	76,729	79,926	83,123	86,320
24	64,952	67,776	70,600	73,425	76,249	24	68,850	71,843	74,837	77,830	80,823	24	74,046	77,265	80,485	83,704	86,923
25	65,403	68,247	71,090	73,934	76,778	25	69,327	72,342	75,356	78,370	81,384	25	74,560	77,801	81,043	84,285	87,526
26	65,854	68,717	71,580	74,443	77,307	26	69,805	72,840	75,875	78,910	81,945	26	75,073	78,337	81,601	84,865	88,130
27	66,248	69,128	72,009	74,889	77,770	27	70,223	73,276	76,329	79,383	82,436	27	75,523	78,806	82,090	85,374	88,657
28	66,586	69,481	72,376	75,271	78,166	28	70,581	73,650	76,719	79,788	82,856	28	75,908	79,209	82,509	85,809	89,110
29	66,980	69,893	72,805	75,717	78,629	29	70,999	74,086	77,173	80,260	83,347	29	76,358	79,678	82,998	86,317	89,637
30	67,318	70,245	73,172	76,099	79,026	30	71,358	74,460	77,563	80,665	83,768	30	76,743	80,080	83,416	86,753	90,090
31	67,656	70,598	73,546	76,481	79,423	31	71,716	74,834	77,952	81,070	84,188	31	77,128	80,482	83,835	87,189	90,542
32	67,938	70,892	73,846	76,800	79,753	32	72,014	75,145	78,277	81,408	84,539	32	77,449	80,817	84,184	87,552	90,919
33	68,276	71,245	74,213	77,182	80,150	33	72,373	75,519	78,666	81,813	84,959	33	77,835	81,219	84,603	87,987	91,371
34	68,558	71,539	74,519	77,500	80,481	34	72,671	75,831	78,991	82,150	85,310	34	78,156	81,554	84,952	88,350	91,748
35	68,839	71,832	74,826	77,819	80,812	35	72,970	76,142	79,315	82,488	85,660	35	78,477	81,889	85,301	88,713	92,125
36	69,065	72,068	75,070	78,073	81,076	36	73,209	76,392	79,575	82,758	85,941	36	78,734	82,157	85,580	89,004	92,427
37	69,346	72,362	75,377	78,392	81,407	37	73,507	76,703	79,899	83,095	86,291	37	79,055	82,492	85,929	89,366	92,804
38	69,572	72,597	75,622	78,646	81,671	38	73,746	76,952	80,159	83,365	86,572	38	79,312	82,760	86,209	89,657	93,105
39	69,797	72,832	75,866	78,901	81,936	39	73,985	77,202	80,418	83,635	86,852	39	79,569	83,028	86,488	89,947	93,407
40	70,022	73,067	76,111	79,156	82,200	40	74,224	77,451	80,678	83,905	87,132	40	79,826	83,296	86,767	90,238	93,708
41	70,248	73,302	76,356	79,411	82,465	41	74,463	77,700	80,938	84,175	87,413	41	80,082	83,564	87,046	90,528	94,010

2016/17

9-month Salaries						10-month Salaries						12-month Salaries					
YrsExp	A	B	M	S	D	YrsExp	A	B	M	S	D	YrsExp	A	B	M	S	D
0	46,024	48,025	50,026	52,027	54,028	0	48,785	50,906	53,027	55,148	57,269	0	52,467	54,748	57,029	59,310	61,592
1	47,404	49,465	51,526	53,587	55,648	1	50,249	52,433	54,618	56,803	58,987	1	54,041	56,390	58,740	61,090	63,439
2	48,727	50,846	52,965	55,083	57,202	2	51,651	53,897	56,142	58,388	60,634	2	55,549	57,964	60,380	62,795	65,210
3	49,993	52,167	54,340	56,514	58,688	3	52,993	55,297	57,601	59,905	62,209	3	56,992	59,470	61,948	64,426	66,904
4	51,201	53,427	55,653	57,880	60,106	4	54,273	56,633	58,993	61,352	63,712	4	58,369	60,907	63,445	65,983	68,521
5	52,294	54,568	56,842	59,115	61,389	5	55,432	57,842	60,252	62,662	65,072	5	59,615	62,207	64,799	67,391	69,983
6	53,387	55,709	58,030	60,351	62,672	6	56,591	59,051	61,511	63,972	66,432	6	60,862	63,508	66,154	68,800	71,446
7	54,480	56,849	59,218	61,587	63,955	7	57,749	60,260	62,771	65,282	67,793	7	62,108	64,808	67,508	70,209	72,909
8	55,458	57,870	60,281	62,692	65,103	8	58,786	61,342	63,898	66,454	69,010	8	63,223	65,971	68,720	71,469	74,218
9	56,379	58,830	61,281	63,733	66,184	9	59,762	62,360	64,958	67,557	70,155	9	64,272	67,066	69,861	72,655	75,450
10	57,299	59,791	62,282	64,773	67,264	10	60,737	63,378	66,019	68,660	71,300	10	65,321	68,161	71,001	73,841	76,681
11	58,162	60,691	63,220	65,749	68,277	11	61,652	64,333	67,013	69,694	72,374	11	66,305	69,188	72,071	74,953	77,836
12	58,968	61,531	64,095	66,659	69,223	12	62,506	65,223	67,941	70,659	73,376	12	67,223	70,146	73,069	75,991	78,914
13	59,773	62,372	64,971	67,570	70,168	13	63,359	66,114	68,869	71,624	74,379	13	68,141	71,104	74,067	77,029	79,992
14	60,521	63,152	65,784	68,415	71,046	14	64,152	66,941	69,731	72,520	75,309	14	68,994	71,994	74,993	77,993	80,993
15	61,211	63,873	66,534	69,195	71,857	15	64,884	67,705	70,526	73,347	76,168	15	69,781	72,815	75,849	78,883	81,917
16	61,902	64,593	67,284	69,976	72,667	16	65,616	68,469	71,321	74,174	77,027	16	70,568	73,636	76,704	79,772	82,841
17	62,592	65,313	68,035	70,756	73,478	17	66,348	69,232	72,117	75,002	77,886	17	71,355	74,457	77,560	80,662	83,764
18	63,167	65,914	68,660	71,407	74,153	18	66,957	69,869	72,780	75,691	78,602	18	72,011	75,142	78,273	81,403	84,534
19	63,800	66,574	69,348	72,122	74,896	19	67,628	70,569	73,509	76,449	79,390	19	72,732	75,894	79,057	82,219	85,381
20	64,318	67,114	69,911	72,707	75,504	20	68,177	71,141	74,105	77,070	80,034	20	73,322	76,510	79,698	82,886	86,074
21	64,893	67,715	70,536	73,358	76,179	21	68,787	71,778	74,768	77,759	80,750	21	73,978	77,195	80,411	83,628	86,844
22	65,411	68,255	71,099	73,943	76,787	22	69,336	72,350	75,365	78,379	81,394	22	74,569	77,811	81,053	84,295	87,537
23	65,871	68,735	71,599	74,463	77,327	23	69,823	72,859	75,895	78,931	81,967	23	75,093	78,358	81,623	84,888	88,153
24	66,331	69,215	72,099	74,983	77,867	24	70,311	73,368	76,425	79,482	82,539	24	75,618	78,906	82,193	85,481	88,769
25	66,792	69,696	72,600	75,504	78,408	25	70,799	73,877	76,956	80,034	83,112	25	76,143	79,453	82,764	86,074	89,385
26	67,252	70,176	73,100	76,024	78,948	26	71,287	74,386	77,486	80,585	83,685	26	76,667	80,001	83,334	86,667	90,001
27	67,655	70,596	73,538	76,479	79,421	27	71,714	74,832	77,950	81,068	84,186	27	77,126	80,480	83,833	87,186	90,540
28	68,000	70,956	73,913	76,869	79,826	28	72,080	75,214	78,348	81,481	84,615	28	77,520	80,890	84,261	87,631	91,001
29	68,403	71,377	74,351	77,325	80,299	29	72,507	75,659	78,812	81,964	85,117	29	77,979	81,369	84,760	88,150	91,540
30	68,748	71,737	74,726	77,715	80,704	30	72,873	76,041	79,209	82,378	85,546	30	78,372	81,780	85,187	88,595	92,002
31	69,093	72,097	75,101	78,105	81,109	31	73,238	76,423	79,607	82,791	85,976	31	78,766	82,190	85,615	89,040	92,464
32	69,381	72,397	75,414	78,430	81,447	32	73,543	76,741	79,938	83,136	86,333	32	79,094	82,533	85,971	89,410	92,849
33	69,726	72,757	75,789	78,820	81,852	33	73,909	77,123	80,336	83,550	86,763	33	79,487	82,943	86,399	89,855	93,311
34	70,013	73,057	76,101	79,146	82,190	34	74,214	77,441	80,668	83,894	87,121	34	79,815	83,285	86,756	90,226	93,696
35	70,301	73,358	76,414	79,471	82,527	35	74,519	77,759	80,999	84,239	87,479	35	80,145	83,628	87,112	90,597	94,081
36	70,531	73,598	76,664	79,731	82,797	36	74,763	78,014	81,264	84,515	87,765	36	80,403	83,901	87,397	90,893	94,389
37	70,819	73,898	76,977	80,056	83,135	37	75,068	78,332	81,596	84,859	88,123	37	80,733	84,244	87,754	91,264	94,774
38	71,049	74,138	77,227	80,316	83,405	38	75,312	78,586	81,861	85,135	88,409	38	80,996	84,517	88,039	91,560	95,082
39	71,279	74,378	77,477	80,576	83,675	39	75,556	78,841	82,126	85,411	88,696	39	81,258	84,791	88,324	91,857	95,390
40	71,509	74,618	77,727	80,836	83,945	40	75,800	79,095	82,391	85,687	88,982	40	81,520	85,065	88,609	92,153	95,698
41	71,739	74,858	77,977	81,097	84,216	41	76,044	79,350	82,656	85,962	89,269	41	81,783	85,338	88,894	92,450	96,006

2017/18

9-month Salaries						10-month Salaries						12-month Salaries					
YrsExp	A	B	M	S	D	YrsExp	A	B	M	S	D	YrsExp	A	B	M	S	D
0	46,990	49,033	51,076	53,119	55,162	0	49,809	51,975	54,141	56,306	58,472	0	53,569	55,898	58,227	60,556	62,885
1	48,400	50,504	52,608	54,713	56,817	1	51,304	53,534	55,765	57,995	60,226	1	55,176	57,575	59,973	62,372	64,771
2	49,751	51,914	54,077	56,240	58,403	2	52,736	55,028	57,321	59,614	61,907	2	56,716	59,182	61,647	64,113	66,579
3	51,043	53,262	55,481	57,701	59,920	3	54,105	56,458	58,810	61,163	63,515	3	58,189	60,719	63,249	65,779	68,309
4	52,276	54,549	56,822	59,095	61,368	4	55,413	57,822	60,231	62,641	65,050	4	59,595	62,186	64,777	67,368	69,959
5	53,392	55,714	58,035	60,357	62,678	5	56,596	59,057	61,517	63,978	66,439	5	60,867	63,514	66,160	68,806	71,453
6	54,508	56,878	59,248	61,618	63,988	6	57,779	60,291	62,803	65,315	67,827	6	62,139	64,841	67,543	70,245	72,946
7	55,624	58,043	60,461	62,880	65,298	7	58,962	61,525	64,089	66,652	69,216	7	63,412	66,169	68,926	71,683	74,440
8	56,623	59,085	61,547	64,008	66,470	8	60,020	62,630	65,239	67,849	70,459	8	64,550	67,357	70,163	72,970	75,776
9	57,563	60,065	62,568	65,071	67,574	9	61,016	63,669	66,322	68,975	71,628	9	65,621	68,475	71,328	74,181	77,034
10	58,502	61,046	63,590	66,133	68,677	10	62,013	64,709	67,405	70,101	72,797	10	66,693	69,592	72,492	75,392	78,292
11	59,384	61,965	64,547	67,129	69,711	11	62,947	65,683	68,420	71,157	73,894	11	67,697	70,641	73,584	76,527	79,471
12	60,206	62,823	65,441	68,059	70,676	12	63,818	66,593	69,368	72,142	74,917	12	68,635	71,619	74,603	77,587	80,571
13	61,028	63,682	66,335	68,988	71,642	13	64,690	67,502	70,315	73,128	75,940	13	69,572	72,597	75,622	78,647	81,672
14	61,792	64,478	67,165	69,852	72,538	14	65,499	68,347	71,195	74,043	76,890	14	70,443	73,505	76,568	79,631	82,693
15	62,497	65,214	67,931	70,648	73,366	15	66,246	69,127	72,007	74,887	77,768	15	71,246	74,344	77,441	80,539	83,637
16	63,201	65,949	68,697	71,445	74,193	16	66,994	69,906	72,819	75,732	78,645	16	72,050	75,182	78,315	81,447	84,580
17	63,906	66,685	69,463	72,242	75,020	17	67,741	70,686	73,631	76,576	79,522	17	72,853	76,021	79,188	82,356	85,523
18	64,494	67,298	70,102	72,906	75,710	18	68,363	71,336	74,308	77,280	80,253	18	73,523	76,719	79,916	83,113	86,309
19	65,140	67,972	70,804	73,636	76,468	19	69,048	72,050	75,052	78,054	81,057	19	74,259	77,488	80,717	83,945	87,174
20	65,668	68,524	71,379	74,234	77,089	20	69,609	72,635	75,661	78,688	81,714	20	74,862	78,117	81,372	84,627	87,881
21	66,256	69,136	72,017	74,898	77,779	21	70,231	73,285	76,338	79,392	82,445	21	75,532	78,816	82,100	85,384	88,668
22	66,784	69,688	72,592	75,495	78,399	22	70,791	73,869	76,947	80,025	83,103	22	76,134	79,444	82,755	86,065	89,375
23	67,254	70,178	73,103	76,027	78,951	23	71,290	74,389	77,489	80,588	83,688	23	76,670	80,003	83,337	86,670	90,004
24	67,724	70,669	73,613	76,558	79,502	24	71,788	74,909	78,030	81,151	84,272	24	77,206	80,562	83,919	87,276	90,633
25	68,194	71,159	74,124	77,089	80,054	25	72,286	75,429	78,571	81,714	84,857	25	77,741	81,121	84,501	87,881	91,262
26	68,664	71,649	74,635	77,620	80,606	26	72,784	75,948	79,113	82,277	85,442	26	78,277	81,680	85,084	88,487	91,890
27	69,075	72,078	75,082	78,085	81,088	27	73,220	76,403	79,587	82,770	85,954	27	78,746	82,169	85,593	89,017	92,441
28	69,428	72,446	75,465	78,483	81,502	28	73,593	76,793	79,993	83,192	86,392	28	79,147	82,589	86,030	89,471	92,912
29	69,839	72,875	75,912	78,948	81,985	29	74,029	77,248	80,466	83,685	86,904	29	79,616	83,078	86,539	90,001	93,462
30	70,191	73,243	76,295	79,347	82,398	30	74,403	77,638	80,872	84,107	87,342	30	80,018	83,497	86,976	90,455	93,934
31	70,544	73,611	76,678	79,745	82,812	31	74,776	78,027	81,279	84,530	87,781	31	80,420	83,916	87,413	90,909	94,306
32	70,837	73,917	76,997	80,077	83,157	32	75,088	78,352	81,617	84,882	88,146	32	80,755	84,266	87,777	91,288	94,799
33	71,190	74,285	77,380	80,475	83,571	33	75,461	78,742	82,023	85,304	88,585	33	81,156	84,685	88,213	91,742	95,270
34	71,483	74,591	77,699	80,807	83,915	34	75,772	79,067	82,361	85,656	88,950	34	81,491	85,034	88,577	92,120	95,663
35	71,777	74,898	78,019	81,139	84,260	35	76,084	79,392	82,700	86,008	89,316	35	81,826	85,384	88,941	92,499	96,056
36	72,012	75,143	78,274	81,405	84,536	36	76,333	79,652	82,970	86,289	89,608	36	82,094	85,663	89,232	92,802	96,371
37	72,306	75,449	78,593	81,737	84,881	37	76,644	79,976	83,309	86,641	89,973	37	82,429	86,012	89,596	93,180	96,764
38	72,541	75,695	78,849	82,003	85,156	38	76,893	80,236	83,579	86,923	90,266	38	82,696	86,292	89,887	93,483	97,078
39	72,776	75,940	79,104	82,268	85,432	39	77,142	80,496	83,850	87,204	90,558	39	82,964	86,571	90,179	93,786	97,393
40	73,011	76,185	79,359	82,534	85,708	40	77,391	80,756	84,121	87,486	90,851	40	83,232	86,851	90,470	94,088	97,707
41	73,246	76,430	79,615	82,799	85,984	41	77,640	81,016	84,392	87,767	91,143	41	83,500	87,130	90,761	94,391	98,022

**APPENDIX A.2
OVERLOAD & SUMMER PAY SCHEDULES****

Fall 2015, Spring 2016 & Summer 2016

Number of Semesters	Assoc Degree or Non-Degreed with Prof. Certif/ Licensure*				
	Bachelor*	Master's*	Specialist*	Doctorate*	
1-2	\$883	\$909	\$948	\$965	\$983
3-6	\$909	\$940	\$979	\$1,002	\$1,024
7-10	\$940	\$979	\$1,024	\$1,039	\$1,062
11+	\$979	\$1,015	\$1,056	\$1,068	\$1,093

Fall 2016, Spring 2017 & Summer 2017

Number of Semesters	Assoc Degree or Non-Degreed with Prof. Certif/ Licensure*				
	Bachelor*	Master's*	Specialist*	Doctorate*	
1-2	\$907	\$934	\$974	\$992	\$1,010
3-6	\$934	\$966	\$1,006	\$1,030	\$1,052
7-10	\$966	\$1,006	\$1,052	\$1,068	\$1,091
11+	\$1,006	\$1,043	\$1,085	\$1,097	\$1,123

Fall 2017, Spring 2018 & Summer 2018

Number of Semesters	Assoc Degree or Non-Degreed with Prof. Certif/ Licensure*				
	Bachelor*	Master's*	Specialist*	Doctorate*	
1-2	\$932	\$960	\$1,001	\$1,019	\$1,038
3-6	\$960	\$993	\$1,034	\$1,058	\$1,081
7-10	\$993	\$1,034	\$1,081	\$1,097	\$1,121
11+	\$1,034	\$1,072	\$1,115	\$1,127	\$1,154

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

** Amounts above are per credit hour.

Substitute Pay - \$35.00/Hour

APPENDIX

A.3

JOINT WORKLOAD COMMITTEE

The standing joint workload committee will conduct a continuous review of course workload and cost of instruction to ensure appropriate categorization of courses across instructional divisions while more clearly defining the workload categories. 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. An equal number of faculty and administrative representatives from multiple disciplines will serve on the committee. All three branches of faculty are represented on the committee: teaching faculty, counselors, and librarians. The committee will report findings and recommendations to the Learning Quality Committee. Recommendations requiring changes to workload categories may be forwarded to The President's Cabinet.

Mission Statement

The workload committee will review workload issues and suggest workload revisions to improve course instruction and to ensure an equitable work environment for all faculty members.

Committee Responsibilities

1. Develop a comprehensive rubric for the purpose of determining the appropriate workload categorization to be assigned to each course with a Lab component.
2. Develop a specific implementation procedure, which sets forth the manner in which the rubric will be applied and the time frame during which a comprehensive review of existing courses with a Lab component will be reviewed.

Reporting Requirements

The committee will report progress and recommendations at least on a quarterly basis to the Learning Quality Committee.

Agreement between

The Johnson County Community College Board of Trustees

And

The Johnson County Community College Faculty Association

July 1, 2015 – June 30, 2018

Witness our hand this 3rd day of June, 2015

(Gerald L. Cook) signed
Chairman
Johnson County Community College
Board of Trustees

(Ron Palcic) signed
President
Johnson County Community College
Faculty Association

(Greg Musil) signed
Johnson County Community College
Board of Trustees

(James A. McWard) signed
Johnson County Community College
Faculty Association