

**MASTER AGREEMENT**

**between**

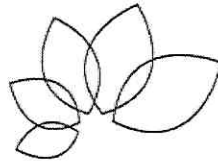
**Johnson County Community College Board**

**of Trustees**

**and**

**Johnson County Community College Faculty**

**Association**



**JOHNSON COUNTY**  
**COMMUNITY COLLEGE** ®

**July 1, 2021 – June 30, 2024**

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**I. PREAMBLE**

This Master Agreement (the "Agreement") is made and entered into this 1<sup>st</sup> day of July, 2021, 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. 72-2218 *et seq.* of those regular, full-time employees of the College duly appointed by the Board to fill the positions of Assistant Professor, Associate Professor, Professor, Counselor/Assistant Professor, Counselor/Associate Professor, Counselor/Professor, Librarian/Assistant Professor, Librarian/Associate Professor, and/or Librarian/Professor, as set forth in Addendum 1 and each updated Staffing Authorization Table, including such regular, full-time employees hired after the date of this Agreement, except as otherwise provided in Section 3 below (the "Bargaining Unit"). Athletic Coach positions will not be in the Bargaining Unit. When the current individual assigned to the positions of (1) Dean, English and Communication Studies (2) Director, Academic Achievement Center, (3) Director, Math Resource Center, (4) Director, Science Resource Center, and (5) Executive Director of Sustainability leaves such position, the position will be moved to an AMS position and out of the Bargaining Unit. 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, or Librarian at Johnson County Community College (JCCC or the "College") as follows:

<b>Continuous Contract Years* of Full-Time Regular Employment at JCCC as Teaching Faculty, Counselor, or Librarian</b>	<b>Title</b>
Less than 3 Continuous Contract Years	Assistant Professor
Upon completion of 3rd Continuous Contract Year through 10 <sup>th</sup> Continuous Contract Year	Associate Professor
Upon completion of 10th Continuous Contract Year	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 or in the then-current Staffing Authorization Table shall not be included in the Bargaining Unit. An employee holding a regular appointment to a position set forth on Addendum 1 or in the then-current Staffing Authorization Table 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 terms Teaching Faculty, Librarian, Counselor 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 to:
  - A. 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. 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. 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. 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. 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 herein 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. 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 (the "Deduction Period").

- B. An FA Member desiring to have such dues withheld from pay must complete a payroll authorization deduction form (the "Deduction Form") provided by the College and sign and file same with the College Payroll Office. Deductions will begin on the first full pay period during the Deduction Period following receipt of the Deduction Form.
- C. The College will 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 during the Deduction Period.
- D. Any FA Member beginning deductions after the first pay date in September shall also complete the Deduction Form, and the remaining/pro rata annual amount of dues will be withheld beginning with the next regular pay date through the end of the Deduction Period. FA Members beginning deductions after the first pay date in September, will automatically 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.
- E. 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.
- F. 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.
- G. 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.
- H. Each FA Member's Deduction Form on file 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 designee, shall include serving on open Board committees, and other appointments as may be assigned by the College President, or designee. An Association President who is assigned to teach a total number of load hours of 15 or more per semester may submit a request to the College President, or designee, for up to an additional one-fifth (1/5) teaching load reduction if necessary to fulfill the responsibilities of the Association President provided that the request (1) is submitted in writing, (2) outlines the specific College-related reasons for the reduction, and (3) identifies the timeline for the reduction. The College President, or designee, shall respond to the request in writing within 5 business days. 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 AND FAIR DISMISSAL PROCEDURES**

### **1. Grievances:**

#### 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 a grievance in writing, using the Master Agreement Grievance Form available from the Office of Human Resources, to the Grievant's immediate supervisor ("Supervisor") no more than ten (10) working days from the date on which the Grievant 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 a 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 a 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 Chief Academic Officer ("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 following the process in Step 2. If the CAO determines that the grievance has merit, then the CAO 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 a 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 a 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 a 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 a 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 DESIGNEE

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

If the Grievant is dissatisfied with the College President's or designee's determination, or if the College President or designee is unable to provide timely written notice of a 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 designee's written notice or of the expiration of the College President's or 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 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 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 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 a 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.

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## 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 24 hours to amend and re-file the grievance.

## **2. Fair Dismissal Procedures**

This provision shall not become effective unless Kansas Statutes 72-2253 through 72-2262 are: i) eliminated in their entirety by the Kansas legislature or ii) materially modified by the Kansas legislature with fewer due process steps than contemplated by this provision, and then this provision shall become effective only on and after the effective date of such statutes being eliminated/materially modified. These fair dismissal procedures ("Due Process Procedures") shall apply to Faculty who: i) have completed not less than three Continuous Contract Years and been offered a fourth contract at JCCC or ii) have completed not less than two Continuous Contract Years and been offered a third contract at JCCC, if at any time prior to the JCCC employment the Faculty member completed the years of employment requirement in i) above as faculty at another Kansas community college, a technical college or the institute of technology at Washburn and for both i) and ii) above, who have also received written notice of a termination of contract/employment or non-renewal of a contract, other than terminations

identified as part of a reduction in force and administered in accordance with Article IX - Reduction in Force, below. These Due Process Procedures also shall not apply to grievances or complaints against employees; grievances or complaints concerning working conditions; or, a Grievance under this Master Agreement as set forth earlier in this Article V.

- A. Whenever a non-Probationary Faculty member is given written notice of nonrenewal or termination of employment, the written notice shall include: (1) a statement of the reasons for nonrenewal or termination; and (2) a statement that the non-Probationary Faculty member may have the decision reviewed by an arbitrator upon written request submitted to the Executive Assistant to the Board within 15 calendar days from the date of such notice of nonrenewal or termination. A non-Probationary Faculty member who elects to file for arbitration under this provision is hereinafter referred to as "Grievant".
- B. The parties shall make a joint request for arbitration to the American Arbitration Association ("AAA") within 10 days after notification to the Executive Assistant to the Board.
  1. Within 10 business days of filing of the notice of desire to arbitrate the matter, an arbitrator shall be mutually selected from a list submitted by the AAA.
  2. The arbitration shall commence within 45 calendar days after the arbitrator is selected unless the arbitrator grants an extension of time.
- C. The parties shall be afforded procedural due process, including the following:
  1. the right of each party to have counsel of such party's own choice present and to receive the advice of such counsel or other person whom such party may select;
  2. the right of each party or such party's counsel to cross-examine any person who provides information for the consideration of the arbitrator, except those persons whose testimony is presented by affidavit;
  3. the right of each party to present such party's own witnesses in person or their testimony by affidavit, except that testimony of a witness by affidavit may be presented only if such witness lives more than 100 miles from Johnson County, or is absent from the state, or is unable to appear because of age, illness, infirmity or imprisonment. When testimony is presented by affidavit the same shall be provided to the Executive Assistant to the Board, or the agent of the Board and upon the Grievant in person or by first-class mail to the address of the Grievant which is on file with the College not less than 10 calendar days prior to presentation to the arbitrator;
  4. the right of the Grievant to testify on the Grievant's own behalf and give reasons for the Grievant's conduct, and the right of the College to present its testimony through such persons as the College may call to testify in its behalf and to give reasons for its actions, rulings or policies;
  5. the right of the parties to have an orderly hearing; and



6. the right of the Grievant to a fair and impartial decision based on substantial evidence.
- D. Hearings under this section shall not be bound by rules of evidence whether statutory, common law or adopted by the rules of court, except that, the burden of proof shall initially rest upon the College.
- E. Each party shall be responsible for the payment of its own attorneys' fees. The costs for the services of the arbitrator shall be split by the parties (70% College and 30% Grievant). Any other costs of a hearing which are not specifically allocated in this section shall be paid by the party incurring the expense.
- F. Unless otherwise agreed to by both parties, the arbitrator shall render a written opinion not later than 15 days after the close of the hearing (or if a hearing is waived, after the last date to submit documentation), setting forth the arbitrator's findings of fact, reasoning and determination of the issues. The arbitrator shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the College or the Association. The decision of the arbitrator shall be submitted to both parties. The decision of the arbitrator shall be final, subject to appeal to the district court by either party.

## **VI. EVALUATIONS**

### **1. Years 1 through Year 3**

- a. In the first three (3) years of employment with the College, Bargaining Unit Members will be evaluated at least once a year (and may be evaluated up to once a semester), in writing, by the Dean (or designee) of the department in which the Bargaining Unit Member is teaching. Each written evaluation will consider classroom and online 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 the Faculty-owned "peer review" in years two and three of the Bargaining Unit Member's employment with the College. However, 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, which summative report will be attached to the Dean's finalized year three evaluation for retention in the Bargaining Unit Member's personnel file.

### **2. Years 4 and Thereafter**

- a. At the beginning of the fourth year of employment, the Bargaining Unit Member will begin participating in the Faculty-owned portfolio - formative evaluation process as set forth in the "Faculty Peer Review" handbook dated September 2014, or as subsequently updated (the "Portfolio Process").

- b. In addition to the Bargaining Unit Member's participation in the Portfolio Process, the Dean or designee, will prepare a written "Annual Review of Faculty Performance" form for each Bargaining Unit Member once each year.

### 3. **Miscellaneous**

- a. All evaluations by the Dean, an Assistant Dean or Director 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 course observations 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 course observations.

## **VII. PERSONNEL RECORDS**

1. The official personnel records of each Bargaining Unit Member shall be securely retained by the Office of Human Resources ("Personnel File"). 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 File.
2. Upon appropriate request, a Bargaining Unit Member shall have access to such Bargaining Unit Member's Personnel File, except for confidential documents to which access is restricted/privileged such as letters of recommendation. Such access to the non-restricted/privileged records shall be granted by the end of the next working day after such request is received.
3. Upon appropriate request, access to Personnel Files 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 Files and shall not be considered confidential.
4. Upon appropriate request approved in writing by the Bargaining Unit Member whose Personnel File the Association seeks to have access, a duly authorized representative of the Association shall have access to the Personnel File of a Bargaining Unit Member, except for restricted/privileged documents such as 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 the Bargaining Unit Member's Personnel File. Such response shall be included in the Personnel File.
6. A Bargaining Unit Member may request the Office of Human Resources to include relevant materials in or remove materials from the Bargaining Unit Member's Personnel File. 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 File, 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 under Article V of this Agreement shall be filed in the Personnel File 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 designee. Upon appropriate request, the Bargaining Unit Member shall have access to such Bargaining Unit Member's 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 Personnel File as a condition for employment or release of compensation.
9. Materials placed in a Bargaining Unit Member's Personnel File shall not be removed for two (2) years after placement without the knowledge of the Bargaining Unit Member.

## **VIII. INTELLECTUAL PROPERTY**

### **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 an Intellectual Property Ownership Committee (the "Committee") subject to review by the College President or designee and the Board.
- D. "Net proceeds" means gross receipts received by the College (outside the College's normal course of business<sup>1</sup>), the Bargaining Unit Member or any third party (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 Intellectual Property Ownership Committee**

Bargaining Unit Members must submit an inquiry to 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 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**

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



	<b>Ownership Allocation</b>	<b>Distribution of Net Proceeds Earned Outside the College's "Normal Course of Business"</b>
<b>College Supported Inventions</b>	100% - JCCC All patent applications shall be accompanied by appropriate assignments to assure JCCC ownership	25% Bargaining Unit Member 75% JCCC
<b>College Supported Materials</b>	Jointly owned by the Bargaining Unit Member and JCCC subject to the terms of this Article	50% - JCCC 50% - Bargaining Unit Member
<b>Non-College Supported Inventions or Materials</b>	100% Bargaining Unit Member	100% - Bargaining Unit Member
<b>Commissioned Work</b>	100% JCCC, unless specified otherwise in any related contract for such work	
<b>Inventions or Materials produced pursuant to public or private grants</b>	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 designee) shall consult with the Association President. The College President (or 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.72-2251 *et. seq.*, as amended.
2. In the event that a reduction in force becomes necessary, in the sole discretion of the College, Bargaining Unit Members 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 such Bargaining Unit Member 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 and when otherwise specifically referenced in this Agreement, 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 72-2251, *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 such Bargaining



Unit Member 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 such Bargaining Unit Member 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 such Bargaining Unit Member 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.
- 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 such Bargaining Unit Member cannot meet posted job requirements.
- D. The College President or 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 as assigned by the Administration, including: during Professional Development Days activities and other non-teaching calendar days, 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 10 students will not be considered part of the instructional load (see Article XII, Section 10 for compensation of these courses).

4. The College President or 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 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 the Teaching Faculty member's supervisor, teach a course in the summer semester or an Overload course in the fall semester for no compensation and then reduce 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 designee may grant credit toward the regular teaching load for special assignments as deemed to be in the best interest of the College.
8. The College President or 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 instructional preparations in a semester will be compensated at the rate of \$500 for each preparation in excess of three. 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 3- credit hour class that meets with the Teaching Faculty present for a minimum of three 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 hours per week for a full semester may be accumulated to equal one preparation for each combination of three 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 (excluding learning management system software), 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. The primary professional commitment of full-time Faculty is to the College. Faculty are encouraged to engage in outside professional activities that enhance their skillset and/or serve the interests of the College; however, Faculty should not engage in activities that conflict with their primary obligations of teaching and College service.

**XI. LEAVES**

1. Vacation Leave

A. Bargaining Unit Members who are employed on a 12-month contract:

- i) shall accrue vacation leave on a monthly basis according to the following schedule:

0-9 years	144 hours per fiscal year (12 hours/month)
10-14 years	160 hours per fiscal year (13.34 hours/month)
15-19 years	176 hours fiscal year (14.67 hours/month)
20+ years	192 hours per fiscal year (16 hours/month)

- ii) may take accrued vacation leave in either 8-hour or 4-hour increments

- iii) shall accrue vacation leave on a monthly basis. In determining the accrual of vacation leave, the 15<sup>th</sup> day of the month shall be considered the vesting date. An employee beginning on or before the 15<sup>th</sup> day of the month will be granted accrual for that month; and an employee beginning after the 15<sup>th</sup> will not. An employee separating on or after the 15<sup>th</sup> day of the month will be granted accrual for that month; and an employee separating before the 15<sup>th</sup> will not.

- ii) may carryover accrued vacation leave hours to the next fiscal year, with a maximum carryover in any fiscal year of:

0-9 years	288 hours
10-14 years	304 hours

15-19 years	320 hours
20+ years	336 hours

Any hours of vacation leave accumulated in excess of these amounts will be forfeited.

- B. Bargaining Unit Members who are employed on a 10-month contract shall receive forty (40) hours of vacation leave at the beginning of each academic year. Vacation leave may be taken in either 8-hour or 4-hour increments. Vacation leave received by employees on a 10-month contract, is non-cumulative, and 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. Vacation leave must be scheduled with prior approval of the appropriate supervisor on forms provided by the College and submitted through the electronic timekeeping system. Vacation leave may not be taken in advance of accrual.
- E. A Bargaining Unit Member separating service from the College will be paid for unused vacation leave 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 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) floating holidays (24 hours) per fiscal year. The College may designate these floating holidays for any or all employees on a year-to-year basis. Floating holidays, not designated by the College, must be scheduled with the immediate supervisor prior to being taken. Floating holidays are non-cumulative and must be taken during the fiscal year in which they are granted. Separating employees will not be reimbursed for floating holidays not taken. 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 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 are non-cumulative and must be taken in the academic 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 8-hour increments for a full day absence from the College and in 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 10 Continuous Contract Years, a Bargaining Unit Member who has accrued at least 800 hours of sick leave, may opt to convert three (3) days (24 hours) of sick leave time for a maximum of one (1) day (8 hours) of personal leave, per fiscal year.

Upon completion of 15 Continuous Contract Years, a Bargaining Unit Member who has accrued at least 800 hours of sick leave, may opt to convert six (6) days (48 hours) of sick leave for a maximum of two (2) days (16 hours) of personal leave, per fiscal 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 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 10 days per fiscal year (July 1 through June 30) of earned sick leave for absence due to illness or medical appointments in the Bargaining Unit Member's "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 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 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 designee, as appropriate, for approval. If approval is not granted, the employee may request a leave of absence. Any such time taken beyond the 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, means 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 designee and does not accrue.

## 6. Parental Leave

- A. 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.



- i. Bargaining Unit Members may use up to 60 days of accrued sick leave as part of the twelve weeks of parental leave.
- ii. If a Teaching Faculty's parental leave period ends within five (5) weeks or less of the end of the semester, the Teaching Faculty member may, upon mutual agreement of the Teaching Faculty and Dean, return to work for the remainder of the semester to perform work on a mutually agreed upon planned project for the College rather than returning to the classroom in a teaching capacity.
- iii. If applicable, a Bargaining Unit Member 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.
- iv. 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.
- v. If both parents are employed by the College, they may use parental leave simultaneously or in succession.

B. Extended Parental Leave

- i. 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 designee.
- ii. 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.
- iii. 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 such employee left or in a related area for which such employee is considered qualified by the College administration. Employment and the work assignment will be at College discretion.

- C. In order to be eligible for consideration for a parental leave of absence, an employee who desires such leave shall notify the employee's immediate supervisor in writing with a copy to the Office of Human Resources as soon as the employee has knowledge of an intent to apply for a parental leave, but at least 60 days before such leave is proposed.



- D. 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.
- E. 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 the employee's immediate supervisor at least 60-days written notice in advance of the proposed return with a copy to the Office of Human Resources.
- F. 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 the employee's 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 the Bargaining Unit Member's 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 the Bargaining Unit Member 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 the 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 the veteran 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 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 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 the College's Mission and the individual's professional and personal growth. It will be the responsibility of the Bargaining Unit Member to demonstrate clearly how a particular work, study or travel plan will accomplish these objectives. 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 such Bargaining Unit Member 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 designee, for consideration by the College President, or designee, 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 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. During the academic year following the sabbatical leave (absent extraordinary circumstances), the Bargaining Unit Member will submit a written report, in accordance with guidelines outlined in the sabbatical application process, regarding the outcomes of the sabbatical leave to his/her/their Dean and the Faculty



Development Office. The report will be retained in the Library archive. In addition, a presentation will be delivered in a public forum organized by the Faculty Development Office, in collaboration with presenting faculty members, for trustees and the larger college community. Such presentations may be recorded and disseminated for intellectual use. The due dates for the written report and the presentation 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 the employee's 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 designee, as approved by the Board, not to exceed 18 sabbatical leaves each year.

## **XII. SALARIES**

1. Effective July 1, 2021, 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 salary range classification, relevant education, length of contract and applicable fiscal year of employment.
2. For purposes of initial placement on the Instructional Salary Schedules at time of hire, 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 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.
- F. Credited years' experience for new Bargaining Unit Members equates to initial placement on the Instructional Salary Schedules at time of hire as follows:

9-Month		10-Month		12-Month	
Years	Range	Years	Range	Years	Range
0-1	1	0-3	1	0-4	1
2-3	2	4-5	2	5-8	2
4-5	4	6-7	4	9-11	3
6-7	6	8	6	12-13	4
8-9	8	9-10	7	14-15	5
9-10	9	11	8		
11-13	10	12-13	9		
14-15	12	14-15	10		

- 3. The following guidelines will be considered when determining degree category placement of Bargaining Unit Members 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 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 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

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 holding the positions of Teaching Dean shall be paid at the AMS salary grade equivalent to an Administrative Dean.
5. 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 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 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.
  - B. 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.
  - C. Bargaining Unit Members will not receive a salary adjustment for completion of a degree that is a minimum requirement for the position they hold.
6. 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.
7. 9-month Bargaining Unit Members who teach credit courses as Overload during a Fall or Spring semester (not taught during the Summer or Winterim sessions) 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 designee may determine an amount that is an exception to the amount specified in Appendix A.2.
8. Bargaining Unit Members who teach credit courses during Summer or Winterim sessions, 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/Winterim pay annually and such Summer/Winterim 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



designee may determine an amount that is an exception to the amount specified in Appendix A.2.

9. 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. Such assignment shall be at the discretion of the College.
10. 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.
11. Bargaining Unit Members who teach one or more Honors courses will receive a stipend of \$500 per semester for each Honors course taught. Bargaining Unit Members will not be entitled to receive more than one stipend for teaching multiple sections of the same Honors course within the same semester. The following additional procedures shall apply to Honors courses:
  - a. The program division Chair, Dean and the Honors Program Director will collaboratively assign or select Faculty to teach Honors Courses.
  - b. Faculty must participate in required and ongoing orientation and collaboration to be determined at the discretion of the Honors Program Director when teaching an Honors course.
  - c. Maximum enrollment in Honors courses sections shall not exceed 18 students,
  - d. The number of individual Honors courses and sections to be taught each semester will be determined at the sole discretion of the Honors Program Director to remain within budgetary constraints applicable to the overall Honors program.
12. Bargaining Unit Members who serve as Honors mentors shall receive a stipend of \$400 for each individual Honors contract for each semester. The following additional procedures shall apply to Bargaining Unit Members who serve as Honors mentors:
  - a. Honors mentors appointments and the number of Honors contracts each semester must be approved in advance by the Honors Program Director.
  - b. The number of Honors contracts allowed each semester, not to exceed two per Honors mentor, shall be determined by the Honors Program Director to remain within budgetary constraints applicable to the overall Honors program.
13. Applied private music lessons will not be considered part of the instructional load but will be compensated at a rate of \$300 per student credit hour.
14. Bargaining Unit Members assigned to the position of program division Chair during a Fall or Spring semester will, in addition to their full-time, yearly contract salary, be paid in

accordance with the Chair Compensation Schedule in Appendix A.3 based on the Bargaining Unit Member's placement within Group 1 through Group 4 of the Chair Compensation Schedule at the discretion of the Dean and CAO.

### **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 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 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 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 applicant 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 Faculty Development.
- D. Criteria for Distinguished Service awards shall be as follows, with the designated weights by category being applied:

**Extraordinary Effort in The Following Categories:**

Basic Job Responsibilities	40%
Divisional/Institutional Responsibilities	30%
Community Engagement	15%
Professional Development	15%

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. 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 \$2,500.00 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 College shall pay the reasonable expenses of the judge. The judge will determine which applications from the pool will be recommended to the CAO and the Faculty Development Office for Distinguished Service recognition. The judge shall make a determination solely on the basis of the written application and supporting materials and a supplied rubric. 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 portfolio consisting of:
  - Distinguished Service Application Form: Completed and signed by the applicant and Dean.

- Personal Statement: A statement not to exceed five (5) pages, summarizing the applicant's activities and accomplishments during the past two (2) years with all comments addressing the award criteria.
- Supporting Documents: Must address the two (2) academic years prior to the semester of application. Supporting documents may include, but are not limited to, peer letters of support, curriculum vitae/resume covering only the 2-year period, student evaluations, excerpts of publication, etc.

The application materials shall be submitted in .pdf format and cannot exceed sixty (60) pages total.

- D. All applications submitted will be reviewed for accuracy by the College Awards Committee. The College Awards Committee will consist of one Bargaining Unit Member with a minimum of ten (10) years continuous employment at the college selected from each division, and two academic administrators appointed by the CAO.
- E. The College Awards Committee has the right to pull an application from consideration by majority of the vote of the Committee if it is determined an applicant has failed to meet any of the application requirements, which action shall also not be grievable.
- F. The confidential recommendations of the judge will be forwarded to the Faculty Development Office, the CAO and the Association President on or before the date of the December Board meeting.
- G. The Faculty Development Office 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, not to exceed ten awardees.

### **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 CAO 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, the Senior Scholar 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 the Senior Scholar 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 1<sup>st</sup> 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 applicable 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.
  - b. Group 1 will pay 50% of each annual medical plan cost increase and the College 50% 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.
  - c. 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 Preferred Care Blue-PPO medical plan option, by coverage tier.
  - d. Group 1 Bargaining Unit Members will pay 50% of each annual dental plan cost increase and the College 50% 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 such Bargaining Unit Member's regular salary up to a designated maximum amount not to exceed \$2,000.00 per week, or such additional maximum amount as may be transacted, 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 receive a tuition reduction for 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 cost of attendance, registration, materials and/or certification testing for approved non-credit professional development courses, academic conferences and/or educational programs to remain certified, licensed or current in their teaching field. Members may obtain two such grants per fiscal year to a maximum of \$1,000 each fiscal year.
  10. A Bargaining Unit Member who has been employed at JCCC for at least one (1) academic year will be reimbursed for 50% of the amount of out-of-pocket (i.e. amounts not reimbursed by grants or scholarships) tuition and student/campus fees, up to a maximum of \$1,000 per semester or \$3,000 per year, for courses taken at an accredited college or university. The following provisions apply to the tuition reimbursement program:
    - a. The course must be, in the College's sole discretion, relevant to the bargaining unit member's discipline or will enhance the bargaining unit member's future job performance.
    - b. The course must be successfully completed as defined by the academic program for which the faculty member is enrolled. An incomplete or withdrawal is not considered satisfactory completion.



- c. The course must be scheduled at a time that will not interfere with the mission of the College.
- d. A bargaining unit member must be performing at an acceptable level as certified by the Dean.
- e. A bargaining unit member must be employed for not less than one (1) academic year of full-time employment upon the completion of the most recent course or conferral of the degree. Failure to complete at least one (1) year of full-time employment will result in repayment of tuition reimbursement based upon percentage of time employed.

## **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, the Bargaining Unit Member will be paid two-thirds (2/3) of the Bargaining Unit Member's 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. 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 2021-2022, 2022-2023 and 2023-2024 academic years).

- 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 2021-2022, 2022-2023 or 2023-2024 academic years.

- ii. Teaching Faculty who intend to retire at the end of:

- the 2021-2022, 2022-2023 or 2023-2024 academic years must provide advance written notice by December 1st immediately prior to the anticipated date of retirement, and

- the fall 2021, 2022 or 2023 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 participate in a College-provided medical insurance option, retire 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 an 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, the retiring Bargaining Unit Member 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.
4. Pursuant to K.S.A. 71-212, the Board may from time to time, in its sole discretion, establish an early retirement incentive program for the benefit of the employees of the College, including Bargaining Unit Members. The sunset date of any such program rests within the sole discretion of the Board. In the event an early retirement incentive program is established, Bargaining Unit Members shall be provided with reasonable notice regarding the sunset date of the program. If no sunset date is included in the program document at inception, Bargaining Unit Members shall be provided with no less than 12 months advance notice of the sunset date of the program.

## **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 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 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 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 or Winterim Sessions. 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 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 Bargaining Unit Members shall consist of 179 working days, which includes 155 teaching days, five curriculum development and preparation days, nine days of scheduled College professional development days ("PD Days"), and an additional ten days to be allocated for curriculum development, exam preparation and grading, faculty engagement and other purposes as recommended by the Calendar Committee at the discretion of the Administration.
2. The number of working days for 10-month Faculty, shall be 199 days, which includes 155 teaching days, five curriculum development and preparation days for Teaching Faculty, nine days of scheduled College PD Days, and an additional ten days to be allocated for curriculum development, exam preparation and grading, faculty engagement and other purposes as recommended by the Calendar Committee at the discretion of the Administration.

3. For 9-month and 10-month Bargaining Unit Members, 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.
8. A full-time contract year for a librarian will be a minimum of nine (9) months and may be as long as twelve (12) months. The contract year will be defined, in writing, at the time of hire of the Bargaining Unit Member and may be changed upon mutual agreement, in writing, of the Library Director, Dean of Academic Support and CAO.

#### **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, 2021, through June 30, 2024.

**ADDENDUM 1**  
**Positions in the Bargaining Unit**

JCCC FULL-TIME REGULAR POSITIONS IN THE BARGAINING UNIT.

AS OF JUNE 1, 2021, THE BARGAINING UNIT HAS 351 POSITIONS WITH THE FOLLOWING TITLES:

Access Svcs Advisor  
Assoc Prof Accounting  
Assoc Prof Animation  
Assoc Prof Automation Eng Tech  
Assoc Prof Automotive Tech  
Assoc Prof Biology  
Assoc Prof Chemistry  
Assoc Prof Comm Studies  
Assoc Prof Computer Info Systems  
Assoc Prof Computer Science  
Assoc Prof Dental Hygiene  
Assoc Prof Dietary Mgt/Hosp  
Assoc Prof Economics  
Assoc Prof EMS  
Assoc Prof English  
Assoc Prof FashMerch Design  
Assoc Prof Film & Photography  
Assoc Prof Fine Arts  
Assoc Prof Fire Science  
Assoc Prof Foreign Language  
Assoc Prof Geosciences  
Assoc Prof Graphic Design  
Assoc Prof Health Info Systems  
Assoc Prof Hospitality Mgmt  
Assoc Prof Human Science  
Assoc Prof HVAC  
Assoc Prof Industrial Maint  
Assoc Prof Industrial Tech  
Assoc Prof Info Technology  
Assoc Prof InfoTechnology  
Assoc Prof Instrumental Music  
Assoc Prof Interior Design  
Assoc Prof Journalism Media Comm  
Assoc Prof Legal Studies

Assoc Prof Mathematics  
Assoc Prof Metal Fab/Welding  
Assoc Prof MIRM  
Assoc Prof Nursing  
Assoc Prof Plumbing Tech  
Assoc Prof PN & HOC  
Assoc Prof Political Science  
Assoc Prof Practical Nursing  
Assoc Prof Psychology  
Assoc Prof Respiratory Care  
Assoc Prof RR Conductor  
Assoc Prof RR Electronics  
Assoc Prof Web Dev & Digital Media  
Assoc Prof/Librarian  
Asst Prof Accounting  
Asst Prof Biology  
Asst Prof Bus Administration  
Asst Prof College Success  
Asst Prof Comm Studies  
Asst Prof Comp Info Systems  
Asst Prof Computer Science  
Asst Prof Const Mgmt Tech  
Asst Prof Cosmetology  
Asst Prof Dental Hygiene  
Asst Prof Dir Honors  
Asst Prof Electrical Tech  
Asst Prof Electronics  
Asst Prof EMS  
Asst Prof English  
Asst Prof Foreign Language  
Asst Prof Game Development  
Asst Prof Health Occ  
Asst Prof Hospitality Mgmt  
Asst Prof Human Science  
Asst Prof HVAC  
Asst Prof Info Technology  
Asst Prof Jrnlsm Media Comm  
Asst Prof Legal Studies  
Asst Prof Marketing Mgmt  
Asst Prof Mathematics  
Asst Prof Metal Fab/Welding

Asst Prof Nursing  
Asst Prof Practical Nursing  
Asst Prof Reading  
Asst Professor Animation  
Asst Professor Computer-Aid Draft  
Asst Professor Education  
Asst Professor History  
Asst Professor Religious Studies  
Asst Professor Sociology  
Asst Professor Theatre  
Counselor  
Dean/Prof Comm English Jrnlsm  
Dir AAC & LRC/Assoc Prof COLL  
Dir Math Resource Ctr/Assoc Prof  
Dir Science Rsrc Ct/Assoc Prof  
Dir/Prof Health & Wellness  
Professor Accounting  
Professor Animation  
Professor Anthropology  
Professor Architecture  
Professor Art History  
Professor ASL  
Professor Astronomy  
Professor Automotive Tech  
Professor Biology  
Professor Biology/Environmental Science  
Professor Business Office Technology  
Professor Chemistry  
Professor Comm Studies  
Professor Comm Studies/Debate  
Professor Computer Science  
Professor Computer Support  
Professor Computer-Aid Draft  
Professor Const Mgmt  
Professor Criminal Justice  
Professor Dental Hygiene  
Professor Early Childhood Educ  
Professor Economics  
Professor EMS  
Professor Engineering Tech  
Professor English



Professor Environmental Science  
Professor ESL/EAP  
Professor Fac Cosmetology  
Professor Fac Esthetics  
Professor Fash Merch/Design  
Professor Fine Arts  
Professor Foreign Language  
Professor Game Development  
Professor Geosciences  
Professor Graphic Design  
Professor Health & Wellness  
Professor Health Occ  
Professor History  
Professor History / Exec Dir Sustain  
Professor History Director Kansas Studies Institute  
Professor Horticulture  
Professor Hosp Mgmt/CHE  
Professor Hospitality Mgmt  
Professor Human Science  
Professor Humanities  
Professor Info Technology  
Professor Interior Design  
Professor Legal Studies  
Professor Mathematics  
Professor Mktg & Mgmt  
Professor Music  
Professor Nursing  
Professor Phil & Religion  
Professor Philosophy  
Professor Physical Science  
Professor Physics  
Professor Political Science  
Professor Psychology  
Professor Reading  
Professor RR Welding  
Professor Sociology  
Professor Vocal Music  
Professor Web Dev & Dig Media  
Professor/Librarian  
RR Welding Trainer  
Simulation Ed Specialist

## **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 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 Master Agreement.

### **ACADEMIC SUPPORT:**

College Success  
Director, Academic Achievement Center  
Director, Language Resource Center  
Director, Math Resource Center  
Director, Science Resource Center  
Librarian  
Reading

### **ARTS, HUMANITIES AND SOCIAL SCIENCES:**

Administration of Justice  
Animation  
Anthropology  
Architecture  
Art History  
Desktop Publishing  
Early Childhood Education  
Film Making  
Fine Arts  
Graphic Design  
History  
Humanities  
Interior Design  
Instrumental Music  
Philosophy  
Photography  
Political Science  
Psychology  
Recording Arts  
Religion  
Sociology  
Theatre  
Vocal Music

Women and Gender Studies

**BUSINESS:**

Accounting

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)

Legal Studies

Marketing & Management

**CAREER AND TECHNICAL EDUCATION TRANSITION AND CSIT:**

Computer Science and Information Systems

Computer Support Specialist

Cosmetology and Esthetics

Game Development

Health Information Systems

Information Technology-Networking

Medical Information and Revenue Management

Web Development

**COMMUNICATIONS:**

Foreign Language

Interpreter Training

Communications Studies (includes Debate)

**ENGINEERING:**

Engineering

**ENGLISH AND JOURNALISM:**

English (includes English as a Second Language)

Journalism and Media Communications

**HEALTH CARE, PUBLIC SAFETY AND WELLNESS**

Dental Hygiene

Emergency Medical Science

Fire Science

Health Occupations

Health and Wellness

Nursing

Neurodiagnostic Technology

Practical Nursing

Respiratory Care

**HONORS PROGRAM:**

Director, Honors Program

**LEARNER ENGAGEMENT:**

Access Services

Counselor

**MATHEMATICS:**

Mathematics

**SCIENCE:**

Chemistry

Ecology and Evolutionary Biology

Geosciences

Horticultural Sciences

Human Biology

Molecular and Cell Biology

Physics and Astronomy

Sustainable Agriculture

**TECHNOLOGY:**

Automation Engineer Technology

Automotive Technology

Construction Management

Electrical Technology

Electronics Technology

Heating, Ventilation and Air Conditioning

Industrial Safety and Technology

Plumbing Technology

Metal Fabrication

National Academy of Railroad Sciences (includes Railroad Industrial Technology and Railroad Conductor)



**2021 - 2024 MASTER AGREEMENT**

**APPENDIX A.1 - APPENDIX A.3**

**APPENDIX A.1**  
**INSTRUCTIONAL SALARY SCHEDULES**

**2021-2022**

**2022-2023**

**2023-2024**

# INSTRUCTIONAL SALARY SCHEDULE 2021-2022

Proposed 9-month Salaries					Proposed 10-month Salaries					Proposed 12-month Salaries					
Range	A	B	M	D	Range	A	B	M	D	Range	A	B	M	S	D
1	\$47,678	\$49,108	\$53,037	\$58,340	\$62,425	\$52,975	\$54,564	\$58,930	\$64,823	\$69,360	\$63,570	\$65,478	\$70,715	\$77,788	\$83,232
2	\$48,750	\$50,213	\$54,230	\$59,653	\$63,829	\$54,167	\$55,792	\$60,256	\$66,281	\$70,921	\$65,001	\$66,951	\$72,306	\$79,538	\$85,105
3	\$49,847	\$51,342	\$55,450	\$60,995	\$65,265	\$55,386	\$57,047	\$61,612	\$67,773	\$72,516	\$66,463	\$68,457	\$73,933	\$81,327	\$87,020
4	\$50,969	\$52,498	\$56,698	\$62,367	\$66,734	\$56,632	\$58,331	\$62,998	\$69,298	\$74,148	\$67,959	\$69,998	\$75,597	\$83,157	\$88,978
5	\$52,116	\$53,679	\$57,974	\$63,771	\$68,235	\$57,906	\$59,643	\$64,415	\$70,857	\$75,816	\$69,488	\$71,573	\$77,297	\$85,028	\$90,980
6	\$53,288	\$54,887	\$59,278	\$65,206	\$69,771	\$59,209	\$60,985	\$65,865	\$72,451	\$77,522	\$71,051	\$73,183	\$79,037	\$86,941	\$93,027
7	\$54,487	\$56,122	\$60,612	\$66,673	\$71,340	\$60,541	\$62,358	\$67,347	\$74,081	\$79,266	\$72,650	\$74,830	\$80,815	\$88,898	\$95,120
8	\$55,713	\$57,384	\$61,976	\$68,173	\$72,945	\$61,903	\$63,761	\$68,862	\$75,748	\$81,050	\$74,285	\$76,513	\$82,633	\$90,898	\$97,260
9	\$56,967	\$58,675	\$63,370	\$69,707	\$74,587	\$63,296	\$65,195	\$70,411	\$77,453	\$82,874	\$75,956	\$78,235	\$84,493	\$92,943	\$99,448
10	\$58,248	\$59,996	\$64,796	\$71,275	\$76,265	\$64,720	\$66,662	\$71,996	\$79,195	\$84,738	\$77,665	\$79,995	\$86,394	\$95,034	\$101,686
11	\$59,559	\$61,346	\$66,254	\$72,879	\$77,981	\$66,176	\$68,162	\$73,615	\$80,977	\$86,645	\$79,412	\$81,795	\$88,337	\$97,172	\$103,974
12	\$60,899	\$62,726	\$67,744	\$74,519	\$79,736	\$67,665	\$69,696	\$75,272	\$82,799	\$88,594	\$81,199	\$83,635	\$90,325	\$99,359	\$106,313
13	\$62,269	\$64,137	\$69,269	\$76,195	\$81,530	\$69,188	\$71,264	\$76,965	\$84,662	\$90,588	\$83,026	\$85,517	\$92,357	\$101,594	\$108,705
14	\$63,670	\$65,580	\$70,827	\$77,910	\$83,364	\$70,745	\$72,867	\$78,697	\$86,567	\$92,626	\$84,894	\$87,441	\$94,435	\$103,880	\$111,151
15	\$65,103	\$67,056	\$72,421	\$79,663	\$85,240	\$72,336	\$74,507	\$80,468	\$88,515	\$94,710	\$86,804	\$89,409	\$96,560	\$106,218	\$113,652
16	\$66,568	\$68,565	\$74,050	\$81,455	\$87,158	\$73,964	\$76,183	\$82,278	\$90,506	\$96,841	\$88,758	\$91,420	\$98,733	\$108,608	\$116,209
17	\$68,066	\$70,107	\$75,716	\$83,288	\$89,119	\$75,628	\$77,897	\$84,130	\$92,543	\$99,020	\$90,755	\$93,477	\$100,954	\$111,051	\$118,824
18	\$69,597	\$71,685	\$77,420	\$85,162	\$91,124	\$77,330	\$79,650	\$86,022	\$94,625	\$101,248	\$92,797	\$95,581	\$103,226	\$113,550	\$121,497
19	\$71,163	\$73,298	\$79,162	\$87,078	\$93,174	\$79,070	\$81,442	\$87,958	\$96,754	\$103,526	\$94,884	\$97,731	\$105,548	\$116,105	\$124,231
20	\$72,764	\$74,947	\$80,943	\$89,037	\$95,270	\$80,849	\$83,275	\$89,937	\$98,931	\$105,855	\$97,019	\$99,930	\$107,923	\$118,717	\$127,026
21	\$74,401	\$76,633	\$82,764	\$91,040	\$97,414	\$82,668	\$85,148	\$91,961	\$101,157	\$108,237	\$99,202	\$102,178	\$110,351	\$121,388	\$129,884
22	\$76,075	\$78,357	\$84,627	\$93,089	\$99,606	\$84,528	\$87,064	\$94,030	\$103,433	\$110,672	\$101,434	\$104,477	\$112,834	\$124,119	\$132,807
23	\$77,787	\$80,120	\$86,531	\$95,183	\$101,847	\$86,430	\$89,023	\$96,145	\$105,760	\$113,162	\$103,717	\$106,828	\$115,373	\$126,912	\$135,795
24	\$79,537	\$81,923	\$88,478	\$97,325	\$104,139	\$88,374	\$91,026	\$98,309	\$108,140	\$115,709	\$106,050	\$109,232	\$117,969	\$129,768	\$138,850
25	\$81,327	\$83,766	\$90,468	\$99,515	\$106,482	\$90,363	\$93,074	\$100,521	\$110,573	\$118,312	\$108,436	\$111,690	\$120,623	\$132,687	\$141,974

2021/2022



# INSTRUCTIONAL SALARY SCHEDULE

2022-2023

Proposed 9-month Salaries					Proposed 10-month Salaries					Proposed 12-month Salaries					
Range	A	B	M	D	Range	A	B	M	D	Range	A	B	M	S	D
1	\$48,440	\$49,893	\$53,885	\$59,274	\$63,423	\$53,822	\$55,437	\$59,873	\$65,860	\$70,470	\$64,588	\$66,525	\$71,846	\$79,032	\$84,564
2	\$49,530	\$51,016	\$55,098	\$60,607	\$64,850	\$55,033	\$56,685	\$61,220	\$67,342	\$72,055	\$66,041	\$68,022	\$73,463	\$80,810	\$86,466
3	\$50,645	\$52,164	\$56,338	\$61,971	\$66,309	\$56,272	\$57,960	\$62,597	\$68,857	\$73,677	\$67,527	\$69,553	\$75,116	\$82,629	\$88,412
4	\$51,784	\$53,338	\$57,605	\$63,365	\$67,801	\$57,538	\$59,264	\$64,006	\$70,406	\$75,334	\$69,046	\$71,118	\$76,806	\$84,488	\$90,401
5	\$52,949	\$54,538	\$58,901	\$64,791	\$69,327	\$58,832	\$60,598	\$65,446	\$71,991	\$77,029	\$70,600	\$72,718	\$78,534	\$86,389	\$92,435
6	\$54,141	\$55,765	\$60,226	\$66,249	\$70,887	\$60,156	\$61,961	\$66,918	\$73,610	\$78,763	\$72,188	\$74,354	\$80,301	\$88,332	\$94,515
7	\$55,359	\$57,020	\$61,582	\$67,739	\$72,482	\$61,510	\$63,355	\$68,424	\$75,267	\$80,535	\$73,812	\$76,027	\$82,108	\$90,320	\$96,642
8	\$56,605	\$58,302	\$62,967	\$69,264	\$74,113	\$62,894	\$64,781	\$69,964	\$76,960	\$82,347	\$75,473	\$77,737	\$83,955	\$92,352	\$98,816
9	\$57,878	\$59,614	\$64,384	\$70,822	\$75,780	\$64,309	\$66,238	\$71,538	\$78,692	\$84,199	\$77,171	\$79,486	\$85,844	\$94,430	\$101,039
10	\$59,180	\$60,956	\$65,833	\$72,415	\$77,485	\$65,756	\$67,729	\$73,147	\$80,462	\$86,094	\$78,908	\$81,275	\$87,776	\$96,555	\$103,313
11	\$60,512	\$62,327	\$67,314	\$74,045	\$79,229	\$67,235	\$69,253	\$74,793	\$82,273	\$88,031	\$80,683	\$83,104	\$89,751	\$98,727	\$105,637
12	\$61,873	\$63,729	\$68,828	\$75,711	\$81,011	\$68,748	\$70,811	\$76,476	\$84,124	\$90,012	\$82,498	\$84,973	\$91,770	\$100,949	\$108,014
13	\$63,266	\$65,163	\$70,377	\$77,414	\$82,834	\$70,295	\$72,404	\$78,197	\$86,017	\$92,037	\$84,355	\$86,885	\$93,835	\$103,220	\$110,444
14	\$64,689	\$66,630	\$71,960	\$79,156	\$84,698	\$71,876	\$74,033	\$79,956	\$87,952	\$94,108	\$86,253	\$88,840	\$95,946	\$105,542	\$112,929
15	\$66,145	\$68,129	\$73,580	\$80,937	\$86,603	\$73,494	\$75,699	\$81,755	\$89,931	\$96,225	\$88,193	\$90,839	\$98,105	\$107,917	\$115,470
16	\$67,633	\$69,662	\$75,235	\$82,758	\$88,552	\$75,147	\$77,402	\$83,595	\$91,954	\$98,390	\$90,178	\$92,883	\$100,313	\$110,345	\$118,068
17	\$69,155	\$71,229	\$76,928	\$84,620	\$90,544	\$76,838	\$79,144	\$85,476	\$94,023	\$100,604	\$92,207	\$94,973	\$102,570	\$112,828	\$120,725
18	\$70,711	\$72,832	\$78,659	\$86,524	\$92,582	\$78,567	\$80,924	\$87,399	\$96,139	\$102,868	\$94,281	\$97,110	\$104,877	\$115,367	\$123,441
19	\$72,302	\$74,470	\$80,429	\$88,471	\$94,665	\$80,335	\$82,745	\$89,365	\$98,302	\$105,182	\$96,403	\$99,295	\$107,237	\$117,962	\$126,219
20	\$73,928	\$76,146	\$82,238	\$90,462	\$96,795	\$82,142	\$84,607	\$91,376	\$100,514	\$107,549	\$98,572	\$101,529	\$109,650	\$120,617	\$129,059
21	\$75,592	\$77,859	\$84,089	\$92,497	\$98,973	\$83,990	\$86,511	\$93,432	\$102,775	\$109,969	\$100,790	\$103,813	\$112,117	\$123,330	\$131,962
22	\$77,293	\$79,611	\$85,981	\$94,578	\$101,200	\$85,880	\$88,457	\$95,594	\$105,088	\$112,443	\$103,057	\$106,149	\$114,640	\$126,105	\$134,932
23	\$79,032	\$81,402	\$87,915	\$96,706	\$103,477	\$87,813	\$90,447	\$97,684	\$107,452	\$114,973	\$105,376	\$108,537	\$117,219	\$128,943	\$137,968
24	\$80,810	\$83,234	\$89,893	\$98,882	\$105,805	\$89,788	\$92,482	\$99,882	\$109,870	\$117,560	\$107,747	\$110,980	\$119,857	\$131,844	\$141,072
25	\$82,628	\$85,107	\$91,916	\$101,107	\$108,185	\$91,809	\$94,563	\$102,129	\$112,342	\$120,205	\$110,171	\$113,477	\$122,553	\$134,810	\$144,246

2022/2023



# INSTRUCTIONAL SALARY SCHEDULE

2023-2024

2023/2024																	
Proposed 9-month Salaries					Proposed 10-month Salaries					Proposed 12-month Salaries							
Range	A	B	M	S	D	Range	A	B	M	S	D	Range	A	B	M	S	D
1	\$48,683	\$50,143	\$54,155	\$59,570	\$63,740	1	\$54,092	\$55,715	\$60,172	\$66,189	\$70,822	1	\$64,911	\$66,858	\$72,206	\$79,427	\$84,987
2	\$49,778	\$51,271	\$55,373	\$60,910	\$65,175	2	\$55,309	\$56,968	\$61,526	\$67,679	\$72,416	2	\$66,371	\$68,362	\$73,830	\$81,214	\$86,899
3	\$50,898	\$52,425	\$56,619	\$62,281	\$66,641	3	\$56,553	\$58,250	\$62,910	\$69,201	\$74,045	3	\$67,864	\$69,900	\$75,492	\$83,042	\$88,854
4	\$52,043	\$53,604	\$57,893	\$63,682	\$68,140	4	\$57,826	\$59,561	\$64,326	\$70,759	\$75,711	4	\$69,391	\$71,473	\$77,190	\$84,910	\$90,853
5	\$53,214	\$54,810	\$59,196	\$65,115	\$69,674	5	\$59,127	\$60,901	\$65,773	\$72,351	\$77,414	5	\$70,953	\$73,081	\$78,927	\$86,821	\$92,897
6	\$54,411	\$56,044	\$60,528	\$66,580	\$71,241	6	\$60,457	\$62,271	\$67,253	\$73,978	\$79,156	6	\$72,549	\$74,726	\$80,703	\$88,774	\$94,988
7	\$55,636	\$57,305	\$61,889	\$68,078	\$72,844	7	\$61,817	\$63,672	\$68,766	\$75,643	\$80,937	7	\$74,181	\$76,407	\$82,519	\$90,772	\$97,125
8	\$56,888	\$58,594	\$63,282	\$69,610	\$74,483	8	\$63,208	\$65,105	\$70,313	\$77,345	\$82,758	8	\$75,850	\$78,126	\$84,375	\$92,814	\$99,310
9	\$58,168	\$59,912	\$64,706	\$71,176	\$76,159	9	\$64,630	\$66,570	\$71,896	\$79,085	\$84,620	9	\$77,557	\$79,884	\$86,274	\$94,902	\$101,545
10	\$59,476	\$61,260	\$66,162	\$72,778	\$77,873	10	\$66,084	\$68,067	\$73,513	\$80,865	\$86,524	10	\$79,302	\$81,681	\$88,215	\$97,038	\$103,829
11	\$60,815	\$62,639	\$67,650	\$74,415	\$79,625	11	\$67,571	\$69,599	\$75,167	\$82,684	\$88,471	11	\$81,086	\$83,519	\$90,200	\$99,221	\$106,166
12	\$62,183	\$64,048	\$69,173	\$76,089	\$81,416	12	\$69,032	\$71,165	\$76,858	\$84,544	\$90,462	12	\$82,911	\$85,398	\$92,229	\$101,453	\$108,554
13	\$63,582	\$65,489	\$70,729	\$77,801	\$83,248	13	\$70,646	\$72,766	\$78,588	\$86,447	\$92,497	13	\$84,776	\$87,320	\$94,304	\$103,736	\$110,997
14	\$65,013	\$66,963	\$72,320	\$79,552	\$85,121	14	\$72,236	\$74,403	\$80,356	\$88,392	\$94,578	14	\$86,684	\$89,284	\$96,426	\$106,070	\$113,494
15	\$66,475	\$68,469	\$73,947	\$81,342	\$87,037	15	\$73,861	\$76,077	\$82,164	\$90,381	\$96,706	15	\$88,634	\$91,293	\$98,596	\$108,457	\$116,048
16	\$67,971	\$70,010	\$75,611	\$83,172	\$88,995	16	\$75,523	\$77,789	\$84,013	\$92,414	\$98,882	16	\$90,629	\$93,347	\$100,814	\$110,897	\$118,659
17	\$69,500	\$71,585	\$77,313	\$85,043	\$90,997	17	\$77,222	\$79,539	\$85,903	\$94,493	\$101,107	17	\$92,668	\$95,448	\$103,082	\$113,392	\$121,329
18	\$71,064	\$73,196	\$79,052	\$86,957	\$93,045	18	\$78,960	\$81,329	\$87,836	\$96,620	\$103,382	18	\$94,753	\$97,595	\$105,402	\$115,943	\$124,059
19	\$72,663	\$74,843	\$80,831	\$88,913	\$95,138	19	\$80,736	\$83,159	\$89,812	\$98,794	\$105,708	19	\$96,885	\$99,791	\$107,773	\$118,552	\$126,850
20	\$74,298	\$76,527	\$82,649	\$90,914	\$97,279	20	\$82,553	\$85,030	\$91,833	\$101,016	\$108,087	20	\$99,065	\$102,037	\$110,198	\$121,220	\$129,704
21	\$75,970	\$78,248	\$84,509	\$92,960	\$99,468	21	\$84,410	\$86,943	\$93,899	\$103,289	\$110,519	21	\$101,293	\$104,332	\$112,678	\$123,947	\$132,622
22	\$77,679	\$80,009	\$86,411	\$95,051	\$101,706	22	\$86,310	\$88,899	\$96,012	\$105,613	\$113,005	22	\$103,573	\$106,680	\$115,213	\$126,736	\$135,606
23	\$79,427	\$81,809	\$88,355	\$97,190	\$103,994	23	\$88,252	\$90,900	\$98,172	\$107,990	\$115,548	23	\$105,903	\$109,080	\$117,805	\$129,587	\$138,657
24	\$81,214	\$83,650	\$90,343	\$99,377	\$106,334	24	\$90,237	\$92,945	\$100,381	\$110,419	\$118,148	24	\$108,286	\$111,534	\$120,456	\$132,503	\$141,777
25	\$83,041	\$85,532	\$92,375	\$101,612	\$108,726	25	\$92,268	\$95,036	\$102,640	\$112,904	\$120,806	25	\$110,722	\$114,044	\$123,166	\$135,484	\$144,967

**Appendix A.2**  
**OVERLOAD, SUMMER & WINTERIM PAY SCHEDULES**

Fall 2021, Winterim 2021, Spring 2022 & Summer 2022

Number of Semesters	Assoc Degree or Non-Degreed with prof. cert/licensure*	Bachelor's*	Master's*	Specialist*	Doctorate*
1-2	\$1,045	\$1,077	\$1,122	\$1,143	\$1,163
3-6	\$1,077	\$1,114	\$1,159	\$1,187	\$1,211
7-10	\$1,114	\$1,159	\$1,211	\$1,230	\$1,258
11+	\$1,159	\$1,201	\$1,249	\$1,264	\$1,295

Fall 2022, Winterim 2022, Spring 2023 & Summer 2023

Number of Semesters	Assoc Degree or Non-Degreed with prof. cert/licensure*	Bachelor's*	Master's*	Specialist*	Doctorate*
1-2	\$1,072	\$1,104	\$1,151	\$1,172	\$1,193
3-6	\$1,104	\$1,142	\$1,188	\$1,217	\$1,241
7-10	\$1,142	\$1,188	\$1,241	\$1,261	\$1,289
11+	\$1,188	\$1,231	\$1,280	\$1,296	\$1,327

Fall 2023, Winterim 2023, Spring 2024 & Summer 2024

Number of Semesters	Assoc Degree or Non-Degreed with prof. cert/licensure*	Bachelor's*	Master's*	Specialist*	Doctorate*
1-2	\$1,101	\$1,135	\$1,182	\$1,204	\$1,225
3-6	\$1,135	\$1,173	\$1,221	\$1,250	\$1,275
7-10	\$1,173	\$1,221	\$1,275	\$1,296	\$1,325
11+	\$1,221	\$1,265	\$1,315	\$1,331	\$1,364

\*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**

APPENDIX A.3

PROGRAM DIVISION CHAIR COMPENSATION SCHEDULE

	2021	2022	2023	Total per Chair
Group 1	\$1,800	\$1,800	\$1,800	\$5,400
Group 2	\$3,850	\$3,850	\$3,850	\$11,550
Group 3	\$5,350	\$5,350	\$5,350	\$16,050
Group 4	\$7,500	\$7,500	\$7,500	\$22,500

Agreement between

Johnson County Community College Board of Trustees

and

Johnson County Community College Faculty Association

July 1, 2021 through June 30, 2024

Witness our hand this 17th day of June, 2021

Chairman  
Johnson County Community College  
Board of Trustees

President  
Johnson County Community College  
Faculty Association

Johnson County Community College  
Board of Trustees

Johnson County Community College  
Faculty Association