

COLLECTIVE BARGAINING AGREEMENT (CBA)

between the

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

and the

**JEFFERSON COLLEGE
NATIONAL EDUCATION ASSOCIATION
(JCNEA)**

Tasha Welsh Digitally signed by Tasha Welsh
Date: 2025.05.21 17:24:12 -05'00'

Tasha Welsh
Board Administration Team

Holly Ross Digitally signed by Holly Ross
Date: 2025.05.16

Holly Ross
Faculty Association Team

COMMUNITY COLLEGE DISTRICT OF JEFFERSON COUNTY, MISSOURI
and the
JEFFERSON COLLEGE NATIONAL EDUCATION ASSOCIATION
STATEMENT OF UNDERSTANDINGS

TABLE OF CONTENTS

SECTION I
NEGOTIATIONS

- ◆[I-001.01 Statement of Understanding: Established](#) 1998
- ◆[I-001.02 Statement of Understanding: Established as Contract](#) 2012
- ◆[I-002 Composition of Teams](#) 1998
- ◆[I-003.01 Recognition of Representative](#) 1998
- ◆[I-003.02 Recognition of JCNEA](#) 2001
- ◆[I-004 Scope of Negotiations](#) 1998
- ◆[I-005 Pre-negotiations Meeting](#) 1998, 2015
- ◆[I-006 Negotiations Sessions](#) 1998
- ◆[I-007 Tentative Agreement](#) 1998, 2015, 2018
- ◆[I-008 Ratification](#) 1998, 2019
- ◆[I-009 Impasse Procedure](#) 1998, 2015
- ◆[I-010 On-going Negotiations](#) 1998
- ◆[I-011 JCNEA Constitution and By-Laws](#) 1998
- ◆[I-012.01 Ground Rules for the Meet-and-Confer Process at Jefferson College: Overriding Principles](#) 1998
- ◆[I-012.02 Ground Rules for the Meet-and-Confer Process at Jefferson College: Recommended guidelines consistent with Board policy and procedure or widely accepted negotiation standards](#) 1998
- ◆[I-012.03 Ground Rules for the Meet-and-Confer Process at Jefferson College: Off-the-record Sessions](#) 1998
- ◆[I-012.04 Ground Rules for the Meet-and-Confer Process at Jefferson College: Caucus](#) 1998
- ◆[I-012.05 Ground Rules for the Meet-and-Confer Process at Jefferson College: Executive Sessions](#) 1998
- ◆[I-012.06 Ground Rules for the Meet-and-Confer Process at Jefferson College: Role of Consultants or Experts](#) 1998
- ◆[I-012.07 Ground Rules for the Meet-and-Confer Process at Jefferson College: Recommended Methodology](#) 1998
- ◆[I-012.08 Ground Rules for the Meet-and-Confer Process at Jefferson College: Statement of Understandings](#) 1998
- ◆[I-012.09 College: Target date to conclude meet and confer process](#) 1998, 2015
- ◆[I-012.10 Ground Rules for the Meet-and-Confer Process at Jefferson College: Impasse](#) 1998
- ◆[I-013.01 Implementation of Negotiated Items: Posting](#) 2014, 2015
- ◆[I-013.02 Implementation of Negotiated Items: Unresolved Items](#) 2017
- ◆[I-014 On-Going, Year-Round Committee](#) 2012, 2015
- ◆[I-015 One Unified Negotiated Agreement](#) 2018, 2019
- ◆[I-015.01 One Unified Negotiated Agreement](#) 2020
- ◆[I-015.02 One Unified Negotiated Agreement](#) 2020
- ◆[I-015.03 One Unified Negotiated Agreement, Forms](#) 2020

SECTION II

BENEFITS/COMPENSATION

- ◆[II-001.01 Faculty Salary: Raises](#) 1998, 1999, 2008, 2011, 2012, 2013, 2014, 2015, 2018, 2024
- ◆[II-001.02 Faculty Salary: Lab Compensation](#) 2010, 2012, 2014, 2016, 2024
- ◆[II-001.03 Faculty Salary: Compensation and Contracts - ATS Faculty](#) 1998, 2024
- ◆[II-001.04 Faculty Salary: Adjunct Instructors](#) 1998
- ◆[II-001.05 Faculty Salary: Special Appointments/Compensation](#) 1998, 1999, 2017
- ◆[II-001.06 Faculty Salary: Fine for Non-Fulfillment of Contract](#) 2017, 2024
- ◆[II-001.07 Faculty Salary: Salary Compression](#) 2004, 2014, 2016, 2017
- ◆[II-001.08 Faculty Salary: Compensation/Classification Review](#) 1998, 2015, 2017, 2018
- ◆[II-001.09 Faculty Salary: Course Development Compensation](#) 2015
- ◆[II-001.10 Faculty Salary: Nursing Clinical Compensation](#) 2014
- ◆[II-001.11 Faculty Salary: Master's Degree, Acquisition](#) 2014
- ◆[II-001.12 Faculty Salary: Update Schedule](#) 2020, 2024
- ◆[II-001.13 Faculty Salary: Online Course Certification](#) 2021
- ◆[II-002.01 Overload: Maximum Load](#) 1998, 1999, 2013, 2015
- ◆[II-002.02 Overload: Extra Employment Compensation](#) 1998, 1999, 2024
- ◆[II-003.01 Benefits: Health/Dental Insurance](#) 2016, 2017, 2018, 2019
- ◆[II-003.02 Benefits: Health Savings Account](#) 1999
- ◆[II-003.03 Benefits: Personal Leave](#) 2013, 2016
- ◆[II-003.03.01 Benefits: Terms and Conditions of Employment: Part A](#) 2021
- ◆[II-003.04 Benefits: Sick Leave](#) 2011, 2012, 2018, 2024
- ◆[II-003.04.01 Benefits: Shared Sick Leave](#) 2024
- ◆[II-003.05 Benefits: Bereavement Leave](#) 2013
- ◆[II-003.06 Benefits: Tuition Waiver](#) 2011, 2015, 2016, 2024
- ◆[II-003.07 Benefits: Tuition Reimbursement](#) 2018, 2024
- ◆[II-003.08 Benefits: Travel Reimbursement](#) 2017
- ◆[II-003.09 Benefits: Time-off Increments](#) 2012
- ◆[II-003.10 Benefits: Lower Insurance Costs](#) 2021

SECTION III

CONTRACTS

- ◆[III-001.01 Promotion/Professional Development, Regular](#) 1998, 1999, 2008, 2009, 2012, 2017
- ◆[III-001.02 Promotion, Library Faculty](#) 2018, 2019
- ◆[III-002 Continuing Appointment \(Tenure\)](#) 1998
- ◆[III-003 ATS Faculty, Academic Rank](#) 2011
- ◆[III-004 Contracts: Regular](#) 1998, 2018, 2019, 2024
- ◆[III-004.01 Contracts: Library Faculty](#) 2018
- ◆[III-004.02 Contracts: MOACTE](#) 2013
- ◆[III-004.03 Contracts: Overload Contract/Sick Leave](#) 2012

SECTION IV

WORKING CONDITIONS/CONDITIONS OF EMPLOYMENT

- ◆[IV-002 Seniority](#) 2014, 2024
- ◆[IV-003 Progressive Discipline, Termination, and Representation](#) 2014, 2024
- ◆[IV-004 Campus Cell Phone Policy](#) 2016
- ◆[IV-005.01 Faculty Evaluations: Student Evaluation Form](#) 2017
- ◆[IV-005.02 Faculty Evaluations: Faculty Evaluation Form](#) 2015, 2016
- ◆[IV-005.03 Faculty Evaluations: Online Observations](#) 2017
- ◆[IV-005.04 Faculty Evaluations: Maintaining Student Evaluations](#) 1998
- ◆[IV-006 Faculty-Staff Handbook](#) 2014
- ◆[IV-007 Morale Improvement Measures](#) 2016
- ◆[IV-008 Title IX Process](#) 2017
- ◆[IV-009 Learning Management System Required for Class Syllabi and Gradebook](#) 2016
- ◆[IV-010 Mid-term Grade Submissions](#) 2018
- ◆[IV-011.01 Distance Learning: Amend BOT Policies/Procedures for Hybrid/ITV Courses](#) 2016
- ◆[IV-011.02 Distance Learning: Online Courses, Title IV Standards](#) 2018
- ◆[IV-011.03 Distance Learning: Online Course Quality Assessment](#) 2012
- ◆[IV-011.04 Compensation Study](#) 2021
- ◆[IV-012 Weekly Workload Expectations](#) 1998
- ◆[IV-013 Non-Discrimination](#) 2011, 2014
- ◆[IV-014.01 Non-Teaching Responsibilities: Office Hours](#) 2013, 2014
- ◆[IV-014.02 Non-Teaching Responsibilities: Institutional Service/Committee Service](#) 1998
- ◆[IV-014.03 Non-Teaching Responsibilities: Orientation Week](#) 2017
- ◆[IV-014.04 Non-Teaching Responsibilities: Spring In-Service](#) 2013
- ◆[IV-014.05 Non-Teaching Responsibilities: Student Retention and Success](#) 1999, 2001
- ◆[IV-015 Advising Practices Affecting Faculty Load](#) 2017
- ◆[IV-015.01 Academic Advising](#) 2021
- ◆[IV-016 Revise Faculty Contract to Allow for Professional Development Day in January](#) 2018
- ◆[IV-017 Protect Faculty Privacy/Safety](#) 2020
- ◆[IV-018.01 Communication/Timely Faculty/Student Interactions](#) 2021
- ◆[IV-019 Grievance Board of Trustees Procedure](#) 2021, 2024
- ◆[IV-020 Emeritus Status](#) 2024
- ◆[IV-021 Maximum Online Enrollment](#) 2024
- ◆[IV-022 Property Rights, Etc.](#) 2024

SECTION V

GOVERNANCE

- ◆[V-001.01 Board of Trustees: Faculty Status Report](#) 2012
- ◆[V-001.02 Board of Trustees: Forum](#) 2008, 2024
- ◆[V-001.03 Board of Trustees: Communication Transparency](#) 2018
- ◆[V-002.01 Programs: Marketing](#) 2008
- ◆[V-002.02 Programs: Purchasing Procedure Approvals](#) 2016, 2017
- ◆[V-002.03 Programs: Purchasing Procedures Timing Concerns](#) 2016

- ◆[V-002.04 Programs: Purchasing Procedures Policies](#) 2015
- ◆[V-002.04.1 Programs: Purchasing Procedures Policies](#) 2021
- ◆[V-002.05 Programs: Conduit to Administration \(HVAC\)](#) 2011
- ◆[V-002.06 Faculty Senate and JCNEA Meeting Scheduling Support](#) 2018
- ◆[V-002.07 Progression Plan to Add Full-time Faculty](#) 2016
- ◆[V-003.01 Representation: Search Committee Selection](#) 2015, 2024
- ◆[V-003.02 Representation: Task Force/Committee Member Selection](#) 2019
- ◆[V-003.03 Representation: Faculty Input on Program Decisions](#) 2019
- ◆[V-003.04 Representation: Faculty Discretion in Placement/Certification](#) 2015
- ◆[V-003.05 Representation: Health Care Benefit Changes, HIRC Meeting Minutes](#) 2018
- ◆[V-003.06 Representation: Health Insurance Review Committee Members](#) 2011, 2017
- ◆[V-004.01 Assessment: Institutional Assessment](#) 2009
- ◆[V-004.02 Assessment: Administrator Feedback \(Modern Think Survey\)](#) 2013, 2015
- ◆[V-005 Approval of Changes to Faculty Compensation](#) 2018

SECTION VI

MISCELLANEOUS

- ◆[VI-001 Faculty Senate and JCNEA Meeting Scheduling Support](#) 2018
- ◆[VI-002 Progression Plan to Add Full-time Faculty](#) 2016
- ◆[VI-003 Service Awards](#) 2024

ADDENDA

- ◆[Addendum I: 1998 Agreement, Cover Page](#)
- ◆[Addendum I: 1998 Agreement, Table of Contents](#)
- ◆[Addendum I: 1998 Agreement, Page 1](#)
- ◆[Addendum I: 1998 Agreement, Page 2](#)
- ◆[Addendum I: 1998 Agreement, Page 3](#)
- ◆[Addendum I: 1998 Agreement, Page 4](#)
- ◆[Addendum I: 1998 Agreement, Page 5](#)
- ◆[Addendum I: 1998 Agreement, Page 6](#)
- ◆[Addendum I: 1998 Agreement, Page 7](#)
- ◆[Addendum I: 1998 Agreement, Page 8](#)
- ◆[Addendum I: 1998 Agreement, Page 9](#)
- ◆[Addendum I: 1998 Agreement, Page 10](#)
- ◆[Addendum I: 1998 Agreement, Page 11](#)
- ◆[Addendum I: 1998 Agreement, Page 12](#)
- ◆[Addendum I: 1998 Agreement, Page 13](#)
- ◆[Addendum I: 1998 Agreement, Page 14](#)
- ◆[Addendum I: 1998 Agreement, Page 15](#)
- ◆[Addendum I: 1998 Agreement, Page 16](#)
- ◆[Addendum I: 1998 Agreement, Page 17](#)

- ◆[Addendum I: 1998 Agreement, Page 18](#)
- ◆[Addendum I: 1998 Agreement, Page 19](#)
- ◆[Addendum I: 1998 Agreement, Page 20](#)
- ◆[Addendum I: 1998 Agreement, Page 21](#)
- ◆[Addendum I: 1998 Agreement, Page 22](#)
- ◆[Addendum I: 1998 Agreement, Page 23](#)
- ◆[Addendum I: 1998 Agreement, Page 24](#)
- ◆[Addendum I: 1998 Agreement, Page 25](#)
- ◆[Addendum I: 1998 Agreement, Page 26](#)
- ◆[Addendum I: 1998 Agreement, Page 27](#)
- ◆[Addendum I: 1998 Agreement, Page 28](#)
- ◆[Addendum I: 1998 Agreement, Page 29](#)
- ◆[Addendum I: 1998 Agreement, Page 30](#)

- ◆[Addendum II: 1999 Agreement, Cover Page](#)
- ◆[Addendum II: 1999 Agreement, Table of Contents](#)
- ◆[Addendum II: 1999 Agreement, Appendix A](#)
- ◆[Addendum II: 1999 Agreement, Appendix B](#)
- ◆[Addendum II: 1999 Agreement, Appendix C](#)
- ◆[Addendum II: 1999 Agreement, Page 1](#)
- ◆[Addendum II: 1999 Agreement, Page 2](#)
- ◆[Addendum II: 1999 Agreement, Page 3](#)
- ◆[Addendum II: 1999 Agreement, Page 4](#)
- ◆[Addendum II: 1999 Agreement, Page 5](#)
- ◆[Addendum II: 1999 Agreement, Page 6](#)
- ◆[Addendum II: 1999 Agreement, Page 7](#)
- ◆[Addendum II: 1999 Agreement, Page 8](#)
- ◆[Addendum II: 1999 Agreement, Page 9](#)
- ◆[Addendum II: 1999 Agreement, Page 10](#)
- ◆[Addendum II: 1999 Agreement, Page 11](#)
- ◆[Addendum II: 1999 Agreement, Page 12](#)
- ◆[Addendum II: 1999 Agreement, Page 13](#)
- ◆[Addendum II: 1999 Agreement, Page 14](#)
- ◆[Addendum II: 1999 Agreement, Page 15](#)
- ◆[Addendum II: 1999 Agreement, Page 16](#)
- ◆[Addendum II: 1999 Agreement, Page 17](#)
- ◆[Addendum II: 1999 Agreement, Page 18](#)
- ◆[Addendum II: 1999 Agreement, Page 19](#)

- ◆[Addendum III: 2001 Agreement, Cover Page](#)
- ◆[Addendum III: 2001 Agreement, Page 1](#)
- ◆[Addendum III: 2001 Agreement, Page 2](#)
- ◆[Addendum III: 2001 Agreement, Page 3](#)

- ◆[Addendum IV: 2003 Agreement, Cover Page](#)
- ◆[Addendum IV: 2003 Agreement, Table of Contents](#)

- ◆[Addendum V: 2004 Agreement, Cover Page](#)
- ◆[Addendum V: 2004 Agreement, Table of Contents](#)
- ◆[Addendum V: 2004 Agreement, Page 1](#)
- ◆[Addendum V: 2004 Agreement, Page 2](#)
- ◆[Addendum V: 2004 Agreement, Page 3](#)
- ◆[Addendum V: 2004 Agreement, Page 4](#)
- ◆[Addendum V: 2004 Agreement, Page 5](#)
- ◆[Addendum V: 2004 Agreement, Page 6](#)
- ◆[Addendum V: 2004 Agreement, Page 7](#)
- ◆[Addendum V: 2004 Agreement, Appendix A](#)
- ◆[Addendum V: 2004 Agreement, Appendix B](#)
- ◆[Addendum V: 2004 Agreement, Appendix C](#)

- ◆[Addendum VI: 2008 Agreement, Cover Page](#)
- ◆[Addendum VI: 2008 Agreement, Page 1](#)
- ◆[Addendum VI: 2008 Agreement, Page 2](#)

- ◆[Addendum VII: 2009 Agreement, Cover Page](#)
- ◆[Addendum VII: 2009 Agreement, Page 1](#)
- ◆[Addendum VII: 2009 Agreement, Page 2](#)
- ◆[Addendum VII: 2009 Agreement, Appendix A](#)

- ◆[Addendum VIII: 2010 Agreement, Cover Page](#)
- ◆[Addendum VIII: 2010 Agreement, Page 1](#)

- ◆[Addendum IX: 2011 Agreement, Cover Page](#)
- ◆[Addendum IX: 2011 Agreement, Page 1](#)

- ◆[Addendum X: 2012 Agreement, Cover Page](#)
- ◆[Addendum X: 2012 Agreement, Page 1](#)
- ◆[Addendum X: 2012 Agreement, Page 2](#)
- ◆[Addendum X: 2012 Agreement, Page 3](#)
- ◆[Addendum X: 2012 Agreement, Appendix A](#)

- ◆[Addendum XI: 2013 Agreement, Cover Page](#)
- ◆[Addendum XI: 2013 Agreement, Page 1](#)
- ◆[Addendum XI: 2013 Agreement, Page 2](#)
- ◆[Addendum XI: 2013 Agreement, Page 3](#)

- ◆[Addendum XII: 2014 Agreement, Cover Page](#)
- ◆[Addendum XII: 2014 Agreement, Page 1](#)
- ◆[Addendum XII: 2014 Agreement, Page 2](#)
- ◆[Addendum XII: 2014 Agreement, Page 3](#)

- ◆[Addendum XIII: 2015 Agreement, Cover Page](#)
- ◆[Addendum XIII: 2015 Agreement, Page 1](#)
- ◆[Addendum XIII: 2015 Agreement, Page 2](#)

- ◆[Addendum XIV: 2016 Agreement, Cover Page](#)
- ◆[Addendum XIV: 2016 Agreement, Page 1](#)
- ◆[Addendum XIV: 2016 Agreement, Page 2](#)
- ◆[Addendum XIV: 2016 Agreement, Appendix A](#)
- ◆[Addendum XIV: 2016 Agreement, Appendix B](#)
- ◆[Addendum XIV: 2016 Agreement, Appendix C](#)
- ◆[Addendum XIV: 2016 Agreement, Appendix D](#)

- ◆[Addendum XV: 2017 Agreement, Cover Page](#)
- ◆[Addendum XV: 2017 Agreement, Page 1](#)
- ◆[Addendum XV: 2017 Agreement, Page 2](#)
- ◆[Addendum XV: 2017 Agreement, Page 3](#)

- ◆[Addendum XVI: 2018 Agreement, Cover Page](#)
- ◆[Addendum XVI: 2018 Agreement, Page 1](#)
- ◆[Addendum XVI: 2018 Agreement, Page 2](#)
- ◆[Addendum XVI: 2018 Agreement, Page 3](#)
- ◆[Addendum XVI: 2018 Agreement, Page 4](#)

- ◆[Addendum XVII: 2019 Agreement, Cover Page](#)
- ◆[Addendum XVII: 2019 Agreement, Page 1](#)
- ◆[Addendum XVII: 2019 Agreement, Page 2](#)
- ◆[Addendum XVII: 2019 Agreement, Appendix A](#)

- ◆[Addendum XVIII: 2020 Agreement, Cover Page](#)
- ◆[Addendum XVIII: 2020 Agreement, Page 1](#)
- ◆[Addendum XVIII: 2020 Agreement, Page 2](#)
- ◆[Addendum XVIII: 2020 Agreement, Page 3](#)

- ◆[Addendum XIX: 2021-2024 Agreement, Cover Page](#)
- ◆[Addendum XIX: 2021-2024 Agreement, Page 1](#)
- ◆[Addendum XIX: 2021-2024 Agreement, Page 2](#)
- ◆[Addendum XIX: 2021-2024 Agreement, Page 3](#)
- ◆[Addendum XIX: 2021-2024 Agreement, Page 4](#)
- ◆[Addendum XIX: 2021-2024 Agreement, Page 5](#)

- ◆[Addendum XX: 2024-2027 Agreement, Cover Page](#)
- ◆[Addendum XX: 2024-2027 Agreement, Page 1](#)
- ◆[Addendum XX: 2024-2027 Agreement, Page 2](#)
- ◆[Addendum XX: 2024-2027 Agreement, Page 3](#)
- ◆[Addendum XX: 2024-2027 Agreement, Page 4](#)
- ◆[Addendum XX: 2024-2027 Agreement, Page 5](#)
- ◆[Addendum XX: 2024-2027 Agreement, Page 6](#)

- ◆[Addendum XX: 2024-2027 Agreement, Page 7](#)
- ◆[Addendum XX: 2024-2027 Agreement, Page 8](#)
- ◆[Addendum XX: 2024-2027 Agreement, Page 9](#)
- ◆[Addendum XX: 2024-2027 Agreement, Page 10](#)
- ◆[Addendum XX: 2024-2027 Agreement, Page 11](#)

AGREEMENT #
TITLE

I-001.01 (Page 1 of 1)
Collective Bargaining Agreement (CBA): Established

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

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

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

AGREEMENT #
TITLE

I-001.02 (Page 1 of 1)
Statement of Understanding: Established as Contract

TYPE
APPROVED

Negotiations
September 13, 2012

AGREEMENT

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

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

AGREEMENT #
TITLE

I-002 (Page 1 of 1)
Composition of Teams

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

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

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

AGREEMENT #
TITLE

I-003.01 (Page 1 of 1)
Recognition of Representative

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

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

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

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

AGREEMENT #
TITLE

I-003.02 (Page 1 of 2)
Recognition of JCNEA

TYPE
APPROVED

Negotiations
June 12, 2001

AGREEMENT

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

The following is provided as clarification:

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

AGREEMENT #
TITLE

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

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

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

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

AGREEMENT #
TITLE

I-004 (Page 1 of 1)
Scope of Negotiations

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

AGREEMENT #
TITLE

I-005 (Page 1 of 1)
Pre-negotiations Meeting

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

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

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

AGREEMENT #
TITLE

I-006 (Page 1 of 1)
Negotiations Sessions

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

AGREEMENT #
TITLE

I-007 (Page 1 of 1)
Tentative Agreement

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

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

***August 8, 2018 update: Set Firm Deadline Dates and Clarify Definition of Tentative Agreement in BOT Procedure IV-009. It was agreed that the BAT Chairperson and the FAT Chairperson would meet regularly to work on details of the revisions to this BOT Procedure.*

AGREEMENT #
TITLE

I-008 (Page 1 of 1)
Ratification

TYPE
APPROVED

Negotiations
September 12, 2019

AGREEMENT

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

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

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

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

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

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

AGREEMENT #
TITLE

I-009 (Page 1 of 1)
Impasse Procedure

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

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

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

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

AGREEMENT #
TITLE

I-010 (Page 1 of 1)
On-going Negotiations

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

AGREEMENT #
TITLE

I-011 (Page 1 of 1)
JCNEA Constitution and By-Laws

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

AGREEMENT #
TITLE

I-012.01 (Page 1 of 1)
Ground Rules for the Meet-and-Confer Process at Jefferson
College: Overriding Principles

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

Overriding Principles:

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

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

AGREEMENT #
TITLE

I-012.02 (Page 1 of 1)
Ground Rules for the Meet-and-Confer Process at Jefferson
College: Recommended Guidelines Consistent with Board Policy
and Procedure or Widely Accepted Negotiation Standards

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

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

AGREEMENT #
TITLE

I-012.03 (Page 1 of 1)
Ground Rules for the Meet-and-Confer Process at Jefferson
College: Off-the-Record Sessions

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

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

AGREEMENT #
TITLE

I-012.04 (Page 1 of 1)
Ground Rules for the Meet-and-Confer Process at Jefferson
College: Caucus

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

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

AGREEMENT #
TITLE

I-012.05 (Page 1 of 1)
Ground Rules for the Meet-and-Confer Process at Jefferson
College: Executive Sessions

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

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

AGREEMENT #
TITLE

I-012.06 (Page 1 of 1)
Ground Rules for the Meet-and-Confer Process at Jefferson
College: Role of Consultants or Experts

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

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

AGREEMENT #
TITLE

I-012.07 (Page 1 of 1)
Ground Rules for the Meet-and-Confer Process at Jefferson
College: Recommended Methodology

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

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

AGREEMENT #
TITLE

I-012.08 (Page 1 of 1)
Ground Rules for the Meet-and-Confer Process at Jefferson
College: Statement of Understandings

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

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

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

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

AGREEMENT #
TITLE

I-012.09 (Page 1 of 1)
Ground Rules for the Meet-and-Confer Process at Jefferson
College: Target Date to Conclude Meet and Confer Process

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

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

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

AGREEMENT #
TITLE

I-012.10 (Page 1 of 1)
Ground Rules for the Meet-and-Confer Process at Jefferson
College: Impasse

TYPE
APPROVED

Negotiations
June 13, 1998

AGREEMENT

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

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

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

AGREEMENT #
TITLE

I-013.01 (Page 1 of 1)
Implementation of Negotiated Items: Posting

TYPE
APPROVED

Negotiations
June 11, 2015

AGREEMENT

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

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

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

AGREEMENT #
TITLE

I-013.02 (Page 1 of 1)
Implementation of Negotiated Items: Unresolved Items

TYPE
APPROVED

Negotiations
July 13, 2017

AGREEMENT

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

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

AGREEMENT #
TITLE

I-014 (Page 1 of 1)
On-going, Year-Round Committee

TYPE
APPROVED

Negotiations
June 11, 2015

AGREEMENT

Standing BAT-FAT Committee

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

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

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

AGREEMENT #
TITLE

I-015 (Page 1 of 1)
One Unified, Negotiated Agreement

TYPE
APPROVED

Negotiations
September 12, 2019

AGREEMENT

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

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

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

AGREEMENT #
TITLE

I-015.01 (Page 1 of 1)
One Unified, Negotiated Agreement

TYPE
APPROVED

Negotiations
July 23, 2020

AGREEMENT

Consolidated CBA

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

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

AGREEMENT #
TITLE

I-015.02 (Page 1 of 1)
One Unified, Negotiated Agreement

TYPE
APPROVED

Negotiations
July 23, 2020

AGREEMENT

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

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

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

AGREEMENT #
TITLE

I-015.03 (Page 1 of 1)
One Unified, Negotiated Agreement/Forms

TYPE
APPROVED

Negotiations
July 23, 2020

AGREEMENT

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

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

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

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

AGREEMENT #
TITLE

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

TYPE
APPROVED

Benefits/Compensation
May 29, 2024 (Amendment)

AGREEMENT

BAT agrees to award steps and COLA's as follows:

- Fiscal Year (FY) 25: no step and 5% COLA
- FY26: 2% step for eligible faculty and the January 2025 PSRS COLA
- FY27: The parties will renegotiate in Spring 2026 with no more than 3 single items each with no subordinate items.
- The Board reserves the right to award COLA increases greater than those agreed upon herein.

Approved by the Board of Trustees, on the 24th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on June 13, 1998; September 20, 1999; May 15, 2008; June 14, 2011; September 13, 2012; August 15, 2013; July 17, 2014; June 11, 2015; and August 23, 2018.

AGREEMENT #
TITLE

II-001.02
Faculty Salary: Lab Compensation

TYPE
APPROVED

Benefits/Compensation
June 9, 2016; May 29, 2024 (Amendment)

AGREEMENT

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

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

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

Amendment (2024):

It was agreed that the rate for lab compensation will remain .75 for Fall 2025, will increase to .8 for Fall 2026, and will remain at .8 for Fall 2027. In the event the unrestricted reserve balance is less than 15% of the unrestricted revenues, the parties will Negotiate. Existing faculty who exceed the maximum credit hours of instruction, pursuant to Board Procedure IV-002.09, due to this increase in lab compensation may maintain their Academic Year 2024 course schedule and exceed the maximum.

Approved by the Board of Trustees, on the 9th day of June, 2016. Amendment approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

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

AGREEMENT #
TITLE

II-001.03 (Page 1 of 1)
Faculty Salary: Compensation and Contracts - ATS Faculty

TYPE
APPROVED

Benefits/Compensation
May 29, 2024

AGREEMENT

It was agreed that the ATS contract be changed from 181 days to 177 days, which includes 166 days of instruction, 10 non-instructional days (including one day for application review and two required evening events, equivalent to one-half day each), and one day for commencement totaling 177 workdays. Faculty who attend MOACTE will be paid up to three additional days at the daily rate using a factor of 202 days instead of 190 days. The ATS base instructional load shall be 16 contact hours. ATS faculty not assigned to 16 contact hours as designated in these guidelines shall be given additional responsibilities commensurate with their professional training. Beginning in Fall 2024, overload for additional half-day sessions shall be paid at 1.5 credit hours and overload for additional full-day sessions paid at 3 credit hours. In Fall 2026, overload for additional half-day sessions shall be paid at 1.6 credit hours and overload for additional full-day sessions paid at 3.2 credit hours, corresponding with increases in lab compensation.

ATS faculty who currently receive compensation for 181 days will be held harmless by grandfathering their salaries at a rate no lower than their current salary before any COLA or increments are applied and will only be required to work 177 days. New ATS faculty will be placed on the ATS salary schedule based upon 177 work days. College faculty who teach one section of ATS and currently receive 7.5 days of additional pay will be held harmless by grandfathering their supplemental contract at a rate equivalent to 7.5 extra days, and will only be required to work 5.5 extra days. New college faculty who teach one section of ATS will receive a supplemental contract for 5.5 extra days.

Approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

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

AGREEMENT #
TITLE

II-001.04 (Page 1 of 1)
Faculty Salary: Adjunct Assignments

TYPE
APPROVED

Benefits/Compensation
June 13, 1998

AGREEMENT

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

\$485.00 per credit hour First Term Adjunct Faculty

\$540.00 per credit hour Returning Adjunct Faculty

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

AGREEMENT #
TITLE

II-001.05 (Page 1 of 1)
Faculty Salary: Special Appointments/Compensation

TYPE
APPROVED

Benefits/Compensation
July 13, 2017

AGREEMENT

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

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

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

AGREEMENT #
TITLE

II-001.06 (Page 1 of 1)
Faculty Salary: Fine for Non-Fulfillment of Contract

TYPE
APPROVED

Benefits/Compensation
May 29, 2024

AGREEMENT

It was agreed that Board Policy IV-007, Conditions of Employment-Resignation of Faculty, be amended as follows:

It shall be the policy of the Board of Trustees that resignations should be submitted in writing to the appropriate Dean for referral to the Sr. Director of Human Resources, Vice President of Academic Affairs, President, and the Board of Trustees. Resignations that include a request to be released from an employment contract require official Board action.

Faculty who request to be released from their contract a minimum of 30 calendar days in advance of the requested resignation date and receive a Board-approved release from their contractual obligations at the completion of the fall semester will be fined \$1,000. Faculty who have signed a contract for an upcoming academic year that request to be released from their contract a minimum of 30 calendar days in advance of the first day of the contract and receive a Board-approved release from their contractual obligations will be fined \$1,000. Faculty who request and receive a Board-approved release from their contractual obligations at a time that does not coincide with semester break will be fined \$1,500. Further, a Faculty member who provides less than 30 calendar days' notice or abandons their contractual obligations is responsible for a \$1,500 fine and is ineligible for rehire. The Board of Trustees may authorize a waiver of the fine in exceptional circumstances when the request for release is due to a hardship beyond the control of the Faculty member (e.g. a family emergency such as a medical issue).

Additionally, BAT agrees to the College's continued analysis of exit interviews and the Great Colleges to Work For Survey to identify patterns, trends, and areas for improvement. These analyses will be shared with constituent groups and faculty and be used to inform the development of targeted strategies, through shared governance, which may involve changes to policies, procedures, or workplace practices to address common pain points or areas of dissatisfaction. Further, the information assists the College in prioritizing initiatives within the College's Strategic Workforce Plan which will be publicly available. This ongoing effort is geared towards bolstering employee retention.

Approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

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

AGREEMENT #
TITLE

II-001.07 (Page 1 of 1)
Faculty Salary: Salary Compression

TYPE
APPROVED

Benefits/Compensation
July 13, 2017

AGREEMENT

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

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

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

AGREEMENT #
TITLE

II-001.08 (Page 1 of 1)
Faculty Salary: Compensation/Classification Review

TYPE
APPROVED

Benefits/Compensation
August 23, 2018

AGREEMENT

It was agreed that the HR Director will keep the JCNEA President and FAT Chairperson up to date on all recommendations from the Faculty Compensation Study Task Force. A copy of the draft faculty schedule currently being worked on by the Task Force was sent to the FAT Chair on May 3, 2018.

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

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

AGREEMENT #
TITLE

II-001.09 (Page 1 of 1)
Faculty Salary: Course Development Compensation

TYPE
APPROVED

Benefits/Compensation
June 11, 2015

AGREEMENT

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

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

AGREEMENT #
TITLE

II-001.10 (Page 1 of 1)
Faculty Salary: Nursing Clinical Compensation

TYPE
APPROVED

Benefits/Compensation
July 17, 2014

AGREEMENT

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

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

AGREEMENT #
TITLE

II-001.11 (Page 1 of 1)
Faculty Salary: Master's Degree, Acquisition

TYPE
APPROVED

Benefits/Compensation
July 17, 2014

AGREEMENT

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

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

AGREEMENT #
TITLE

II-001.12 (Page 1 of 1)
Faculty Salary: Update Schedule

TYPE
APPROVED

Benefits/Compensation
July 23, 2020; May 29, 2024 (Amendment)

AGREEMENT

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

Approved by the Board of Trustees, on the 23rd day of July, 2020. Amendment approved May 29, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT #
TITLE

II-001.13 (Page 1 of 1)
Faculty Salary: Online Course Certification

TYPE
APPROVED

Benefits/Compensation
June 10, 2021

AGREEMENT

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

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

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

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

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

AGREEMENT #
TITLE

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

TYPE
APPROVED

Benefits/Compensation
June 11, 2015

AGREEMENT

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

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

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

AGREEMENT #
TITLE

II-002.02 (Page 1 of 2)
Overload: Extra Employment Compensation

TYPE
APPROVED

Benefits/Compensation
September 20, 1999; May 29, 2024 (Amendment)

AGREEMENT

1. BAT and FAT agree that full-time faculty members have the right to decline an extra employment (overload) assignment. That is, overloads are "extra opportunity employment assignments" and not overtime.
2. BAT supports a fair extra employment wage for full-time faculty as evidenced by the substantive increase that was proposed by BAT last year and that was subsequently agreed to by BAT and FAT. The total additional cost for the increases granted just last year are projected to exceed \$42,000. This is an ongoing additional cost each year. Furthermore, the preponderance of the extra hours taught by full-time faculty are taught by Level IV's. The distribution of our faculty by rank is skewed significantly to the Level IV rank. Last year the Level IV rate was increased by over 18.5%. FAT expresses appreciation to the Board and administration for last year's increase.
3. The chart on the next page shows the extra employment rate per credit hour for full-time faculty teaching in the St. Louis SMSA at public two-year community colleges. The extra employment rate per credit hour paid by Jefferson College substantially exceeds the average extra employment rate per credit hour at each level paid by our peer institutions in the St. Louis SMSA. FAT agrees.
4. For the years 1999-2000, 2000-2001, and 2001-2002 the rate of pay for the summer session and the rate of pay for extra employment assignments will be increased by a Cost of Living Adjustment (COLA). This COLA will be based upon the increase in the Consumer Price Index - All Urban Consumers for the St. Louis, Missouri area (CPI) as published by the U.S. Bureau of Labor Statistics. The COLA for each year will be based upon the CPI for the previous calendar year. The CPI for calendar year 1998 was 1.6%. This increase will take effect beginning with the summer session, 1999.
5. The application of the COLA to the rate of pay for the summer session and extra employment pay are not intended to set a precedent for future negotiations. That is, this issue "stands alone" and is not intended to establish a precedent for "pattern negotiations".

AGREEMENT #
TITLE

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

6. For the next three years proposals/issues for negotiation will be limited as follows:
- 1999-2000 negotiations for 2000-2001 – No items
 - 2000-2001 negotiations for 2001-2002 – One item
 - 2001-2002 negotiations for 2002-2003 – One item

Amendment (2024):

It was agreed that Current Board Procedures IV-002.07 Other Appointments and Special Compensation, IV-002.08 Contractual Obligations - Meetings and Committee Assignments, IV-002.09 Guidelines for Determination of Faculty Workloads, and IV-006.01 Salary Administration Plan all address the ideas brought forward by faculty in Item 6. BAT is open to revising and clarifying policies and procedures regarding extra compensation. This task shall be assigned to the Employer Association Council with a goal of one year for completion.

Approved by the Board of Trustees, on the 20th day of September, 1999. Amendment approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

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

AGREEMENT #
TITLE

II-003.01 (Page 1 of 1)
Benefits: Health/Dental Insurance

TYPE
APPROVED

Benefits/Compensation
September 12, 2019

AGREEMENT

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

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

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

AGREEMENT #
TITLE

II-003.02 (Page 1 of 1)
Benefits: Health Savings Account

TYPE
APPROVED

Benefits/Compensation
September 20, 1999

AGREEMENT

Points of Agreement:

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

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

AGREEMENT #
TITLE

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

TYPE
APPROVED

Benefits/Compensation
June 9, 2016

AGREEMENT

It was agreed that Faculty will be allowed to roll over an additional 3 personal days each year (limited to no more than 6 outstanding days at any one time). In addition, Faculty will be allowed up to 3 personal days each year to roll into and accumulate as sick pay (see attached revision to Policy II-0 11.07).

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

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

AGREEMENT #
TITLE

II-003.03.01 (Page 1 of 1)
Benefits: Terms of Conditions of Employment: Part A, create policy guidelines that make clear that faculty should not have to take a half day of leave for things like missing one meeting.

TYPE
APPROVED

Benefits/Compensation
July 23, 2020

AGREEMENT

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

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

AGREEMENT #
TITLE

II-003.04 (Page 1 of 2)
Benefits: Sick Leave

TYPE
APPROVED

Benefits/Compensation
August 23, 2018; May 29, 2024 (Amendment)

AGREEMENT

Amendment (2024):

BAT agrees that CBA II-003.04 and BOT Policy II-011.02 will be amended and presented through the BOT for approval to reflect a change in the compensation for unused sick days upon retirement as follows:

Any unused Earned Sick Leave, up to 90 days (720 hours), accumulated by an employee at the time of their retirement, as defined by PSRS/PEERS or applicable internal retirement incentive programs, will be compensated at the rate of \$22.50 per day. Unused sick leave in excess of 90 days up to 150 days (up to 480 hours) will be compensated at the rate of \$50 per day. No other reimbursement or compensation for unused sick leave is permissible. Upon termination of employment, the employee forfeits any additional unused Earned Sick Leave.

Further, it is agreed that the following language will remain in CBA II-003.04 and in the Leave Reporting Certification of Web Leave Entry:

I certify that my hours entered represent a true and accurate record of my time worked and/or leave taken to the best of my knowledge. I understand that all overtime and extra hours worked must be authorized in advance by my supervisor and that I may not agree, even voluntarily, or otherwise waive my rights to the Fair Labor Standards Act's protection. Further, I am responsible for any changes made using my ID and PIN. I understand that submitting inaccurate hours intentionally, working unauthorized time, and/or falsifying another person's electronic signature may result in disciplinary action. I understand that by entering my PIN and selecting Submit below, I am providing an electronic signature which is the same as providing a signed document.

If you do not agree with this certification, you may select Exit, and your time transaction will not be submitted for approval.

AGREEMENT #
TITLE

II-003.04 (Page 2 of 2)
Benefits: Sick Leave (cont.)

Approved by the Board of Trustees, on the 23rd day of August, 2018. Amendment approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

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

AGREEMENT #
TITLE

II-003.04.01
Shared Sick Leave

TYPE
APPROVED

Benefits/Compensation
May 29, 2024

AGREEMENT

It was agreed to draft a Shared Sick Leave policy and procedure and work through the shared governance process with all constituent groups before presenting it to the Board for approval. The policy will state adherence to non-discrimination guidelines, emphasize the voluntary nature of sick day contributions, and establish a maximum limit on the number of days any individual employee can receive. The procedure will delineate the process and any necessary forms for participation. The goal is to implement the Shared Sick Leave program by the beginning of the 25-26 academic year.

Approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT #
TITLE

II-003.05 (Page 1 of 1)
Benefits: Bereavement Leave

TYPE
APPROVED

Benefits/Compensation
August 15, 2013

AGREEMENT

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

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

AGREEMENT #
TITLE

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

TYPE
APPROVED

Benefits/Compensation
June 9, 2016; May 29, 2024 (Amendment)

AGREEMENT

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

Amendment (2024):

It was agreed to amend Board Policy II-019 Enrollment in Jefferson College Classes to specify the waiver of tuition shall be available for credit courses in all tiers up to the Tier One tuition amount per credit hour, and to remove outdated references to continuing education classes.

Approved by the Board of Trustees, on the 9th day of June, 2016. Amendment approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

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

AGREEMENT #
TITLE

II-003.07 (Page 1 of 1)
Benefits: Tuition Reimbursement

TYPE
APPROVED

Benefits/Compensation
August 23, 2018; May 29, 2024 (Amendment)

AGREEMENT

It was agreed that Numbered Paragraph (4) of BOT Policy II-020 would be adjusted to change the allowed reimbursement of 6 semester hours to 9 semester hours with no change in the annual allowed reimbursement of 18 hours as follows:

No employee may receive reimbursement for more than nine (9) semester hours, or the equivalent, in any single semester (summer, fall, or spring). An employee may seek reimbursement for semester hours completed in preceding semesters of the same year if the total for the year does not exceed 18 and the request for reimbursement does not exceed nine (9) in any semester (summer, fall, or spring).

Amendment (2024):

It was agreed to amend Board Policy II-020 Reimbursement of Professional Study Expenses to provide waiver eligibility for courses taken at an industry-recognized technical education provider. Additionally, it was agreed that courses that may be taken at Jefferson College are not eligible for reimbursement if taken at another college or university. Finally, it was agreed that reimbursement of tuition shall be available in an amount up to the College of Education rate per credit hour at the University of Missouri-Columbia or the University of Missouri-St. Louis, whichever institution has the higher rate for that academic year.

Approved by the Board of Trustees, on the 23rd day of August, 2018. Amendment approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT #
TITLE

II-003.08 (Page 1 of 1)
Benefits: Travel Reimbursement

TYPE
APPROVED

Benefits/Compensation
July 13, 2017

AGREEMENT

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

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

AGREEMENT #
TITLE

II-003.09 (Page 1 of 1)
Benefits: Time-off Increments

TYPE
APPROVED

Benefits/Compensation
September 13, 2012

AGREEMENT

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

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

AGREEMENT #
TITLE

II-003.10 (Page 1 of 1)
Benefits: Lower Insurance Costs

TYPE
APPROVED

Benefits/Compensation
June 10, 2021

AGREEMENT

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

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

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

AGREEMENT #
TITLE

III-001.01 (Page 1 of 1)
Promotion/Professional Development, Regular

TYPE
APPROVED

Contracts
July 13, 2017

AGREEMENT

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

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

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

AGREEMENT #
TITLE

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

TYPE
APPROVED

Contracts
September 3, 2019

AGREEMENT

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

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

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

AGREEMENT #
TITLE

III-002 (Page 1 of 1)
Continuing Appointment (Tenure)

TYPE
APPROVED

Contracts
June, 13 1998

AGREEMENT

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

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

AGREEMENT #
TITLE

III-003 (Page 1 of 1)
ATS Faculty, Academic Rank

TYPE
APPROVED

Contracts
June 14, 2011

AGREEMENT

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

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

AGREEMENT #
TITLE
TYPE
APPROVED

III-004 (Page 1 of 1)
Contracts: Regular
Contracts
September 12, 2019; May 29, 2024 (Amendment)

AGREEMENT

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

Amendment (2024):

It was agreed that the faculty job description cannot change without Board approval. Other duties as assigned should not cause an undue burden on faculty members. Faculty are encouraged to utilize existing communication channels to express concerns, such as the appropriate Associate Dean or Human Resources. The last duty on the faculty job description, #25 in Board IV-001.02, shall be revised as follows:

Perform other **faculty-related duties of a comparable level or type** as may be assigned by the Vice President of Academic Affairs, Dean, Associate Dean, and/or the Instructional Program Director.

Approved by the Board of Trustees, on the 12th day of September, 2019. Amendment approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

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

AGREEMENT #
TITLE

III-004.01 (Page 1 of 1)
Contracts: Library Faculty

TYPE
APPROVED

Contracts
August 23, 2018

AGREEMENT

It was agreed that the 11.25-Month contract would be henceforth referred to as a 12-Month contract to match IPED reporting and would consist of 197 days. The 10-Month Librarian Contract would consist of 176 days. The 9.5-Month Contract would be henceforth referred to as a 9-Month Contract. No change would be required in the 166 days currently identified for this contract. BOT Policy IV-002.02 will be amended as follows:

It shall be the policy of the Board of Trustees that all full-time College faculty members (excluding Library faculty and any faculty on a 12-month contract which are addressed below) appointed for the academic year shall be on 166 day contracts, wherein 150 days are for instruction, 5 days of orientation prior to the fall semester, 8 days of final exams, 1 day for Commencement, 1 day in the spring semester for staff development, and 1 day in the fall semester as an "office day." The day for staff development (In-Service Day) will be held in the spring and content should be mutually developed by faculty and administration. The "office day" is considered a required work day in the fall semester; however, a faculty member is free to work, grade, etc., at their choosing.

For full-time faculty on a 12-month contract, the appointment for the academic year shall be on 197-day contracts, wherein 150 are for instruction, 31 days are for program management, assessment, and/or accreditation needs, 5 days for orientation prior to the fall semester, 8 days for final exams, 1 day for Commencement, 1 day in the spring semester for staff development, and 1 day in the fall semester for an office day.

For full-time Library faculty, the appointment for the academic year shall be on 176-day contracts, wherein 169 days are for instruction, 5 days of orientation prior to fall semester, 1 day for Commencement, and 1 day in the spring semester for staff development.

All full-time faculty are subject to recall for duty on the beginning date specified in their contracts. Assignments covering a longer period of time shall be specified in the contract and require approval of the College President and the Board of Trustees. Faculty are granted such holidays as are designated by the Board of Trustees and included in the College calendar.

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

AGREEMENT #
TITLE

III-004.02 (Page 1 of 1)
Contracts: MOACTE

TYPE
APPROVED

Contracts
August 15, 2013

AGREEMENT

MOACTE conference counted as contract days.

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

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

AGREEMENT #
TITLE

III-004.03 (Page 1 of 1)
Contracts: Overload Contract/Sick Leave

TYPE
APPROVED

Contracts
September 13, 2012

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-002 (Page 1 of 1)
Seniority

TYPE
APPROVED

Working Conditions/Conditions of Employment
May 29, 2024 (Amendment)

AGREEMENT

It was agreed that faculty seniority will be recognized in policy as a factor considered when assigning classes for base load and selecting vacant office spaces. Seniority is defined as the date of full-time faculty hire and further clarified as faculty who are meeting their contractual obligations per Board Procedure IV-001.02 "...making progress toward promotion in rank or are meeting Level IV expectations per Board Procedure IV-006.02." It was further indicated that senior faculty will display leadership by supporting innovative and effective ideas within their academic departments. In the event that a faculty member believes that their seniority was not fairly considered in assigning classes or office spaces, the faculty member may should request clarification from their supervisor about the assignment.

Approved by the Board of Trustees, on the 17th day of July, 2014. Amendment approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT #
TITLE

IV-003 (Page 1 of 5)
Progressive Discipline, Termination, and Representation

TYPE
APPROVED

Working Conditions/Conditions of Employment
July 17, 2014; May 29, 2024 (Amendment)

AGREEMENT

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

Amendment (2024)

Current Board Procedures re: Faculty discipline and termination for cause are addressed in Board P&P II-001.4 Progressive Disciplinary Action [upon P&P updates, this is now P&P II-034], and IV-005 Termination for Cause. Faculty representation in disciplinary matters is addressed in CBA #IV-003 Representation, Disciplinary Action. Thus, existing Policy and Procedures address ideas brought forward in this FAT item.

The parties hereby agree to combine the elements of these provisions into a consolidated statement for the CBA. The parties agree this is to be a location change, not a language change; and that nothing substantive is being added or altered through this change in location. The parties further agree that redundant language can be streamlined and that duplicative language can be dropped so long as there is no substantive revision to the meaning.

The parties agree to assign this task to the Employer Association Council (or to a task force selected by the Council) with a goal of one year for completion, i.e., by June 30, 2025.

Approved by the Board of Trustees, on the 17th day of July, 2014. Amendment approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

This section of the Agreement consolidates multiple policies and procedures related to progressive discipline, termination, and representation. Reasonable effort shall be made to keep current the language provided in this section. In the event of a conflict between the language herein and Board Policy & Procedure, published Board Policy & Procedure shall take precedence.

AGREEMENT #
TITLE

IV-003 (Page 2 of 5)
Progressive Discipline, Termination, and Representation (cont.)

Board Policy II-034 Progressive Disciplinary Action

The College adheres to the principle of progressive discipline with respect to its employees. This means that degrees of discipline are generally progressive and are used to ensure that the employee has the opportunity to correct their performance. Supervisory procedures for progressive discipline are detailed in Procedure #002.03, Progressive Disciplinary Action.

Board Procedure II-034 Progressive Disciplinary Action

The College adheres to the principle of progressive discipline with respect to its employees. There is no set standard of how many verbal warnings must be given prior to a written warning or how many written warnings must precede suspension or how many suspensions must precede termination. Factors to be considered are:

- How many different offenses are involved
- The seriousness of the offense
- The time interval and employee response to prior disciplinary action(s)
- Previous work history of the employee

In General

Several verbal warnings should, at the next infraction, be followed by a written warning, followed by suspension, followed at the next infraction by discharge. This is especially true in those cases where the time interval between offenses is short and the employee demonstrates a poor desire to improve their performance. Supervisors should document all verbal and written warnings to demonstrate that an opportunity for correction of the behavior was accorded to the employee.

Exception

For serious offenses, such as fighting, theft, insubordination, threats of violence, the sale or possession of drugs, or abuse of alcohol on College property, termination may be the first and only disciplinary step taken. Insubordination is defined as the refusal or failure to obey a lawful directive of a supervisor or superior. Any step or steps of the disciplinary process may be skipped at the discretion of the College officials after investigation and analysis of the total situation, past practice, and circumstances.

AGREEMENT #
TITLE

IV-003 (Page 3 of 5)
Progressive Discipline, Termination, and Representation (cont.)

When questions arise as to how to discipline an employee, supervisors are encouraged to consult with the Senior Director of Human Resources. Where there is a suspension or discharge recommendation, the Senior Director of Human Resources shall provide leadership for the process in order to assure that discipline is imposed and due process procedures followed.

In the interests of both the employee and the College, any investigation of potential disciplinary situations should be concluded expeditiously.

Board Policy IV-005 Termination for Cause

It shall be the policy of the Board of Trustees that grounds for the termination of continuing faculty for cause be developed and published in the Board of Trustees Procedures Manual, that the respective procedures for due process be specified and published, and that both the grounds for termination for cause and the due process procedures be in compliance with the Laws of the State of Missouri as specified in RSMo 168.071 - RSMo 168.126.

Grounds for Termination

The services of a member of the full-time faculty may be terminated at any time for cause, which shall consist of any one or more of the following:

1. Physical or mental condition which results in the employee being unable to perform the essential functions of his/her job with reasonable accommodations (when required under federal and/or state law), or posing a direct threat of harm to others.
2. Immoral conduct which contradicts the professionalism of higher education.
3. Incompetency, inefficiency, or insubordination in the line of duty; insubordination is defined as the refusal to obey a lawful directive of a supervisor or superior.
4. Violation of, or failure to obey, the laws of the State of Missouri, or the policies or procedures of the College.
5. Excessive or unreasonable absence from performance of duties, which does not include absences allowed by College leave policy.
6. Conviction of a felony or a crime involving moral turpitude; or falsifying any information supplied to the Community College District, including but not limited to, information supplied on application forms, employment records or any other College records.
7. Sexual harassment.

In determining the professional competency and/or efficiency of a member of the full-time teaching faculty on continuing appointment, consideration shall be given to the following:

AGREEMENT #
TITLE

IV-003 (Page 4 of 5)
Progressive Discipline, Termination, and Representation (cont.)

1. Written job description
2. Written performance evaluation reports
3. Adherence to or compliance with Board of Trustees published policies and procedures pertaining to full-time faculty
4. Other relevant written documentation provided by the employee

This does not preclude the non-reappointment of faculty other than tenured faculty without cause. No appointee shall be removed from any position on the faculty if charges against her/him are in violation of the principles of academic freedom adopted by the Board of Trustees.

Board Procedure IV-005 Termination for Cause

The following procedural steps are to be used when there is an issue about whether a full-time faculty member should be terminated. While legal requirement should be met, the intent of these procedures is to establish simple steps to ensure the fair treatment of all parties involved.

These procedures apply to the following situations:

- Non-reappointment of a tenured faculty member
- Termination of a tenured faculty member
- Mid-year termination of a probationary or temporary faculty member (i.e., prior to the end of the appointment period)

These procedures do not apply to the non-reappointment of a faculty member on a term, temporary, or terminal appointment.

Step 1: Investigation

When a faculty member's teaching is clearly unsatisfactory or where there is evidence that a faculty member's conduct is such that he/she should not continue to be employed, the administration and Senior Director of Human Resources have an obligation to investigate. It is the responsibility of the Senior Director of Human Resources, in conjunction with the appropriate administrator(s), to promptly look into the situation and make a written report regarding the circumstances to the President of the College.

Step 2: Attempt at Resolution

If, after reviewing the report, the President of the College agrees that the faculty member should be disciplined or terminated, the President of the College (or his/her designee) and the Human Resources Director shall meet with the faculty member and his/her representative to determine if a mutually agreeable disposition of the matter can be reached.

Step 3: Formal Proceedings/Board of Trustees

If no mutually agreeable disposition can be reached, formal charges shall be brought before the Board of Trustees. Such proceedings shall be initiated by the President of the College, giving the faculty member written notice of a hearing and the charges. The faculty member shall remain in his/her position during the

AGREEMENT #
TITLE

IV-003 (Page 5 of 5)
Progressive Discipline, Termination, and Representation (cont.)

formal proceedings unless suspended by the President of the College. Such suspension shall be with pay unless the Board of Trustees decides otherwise.

1. The notice shall provide that a hearing shall be held before the Board of Trustees on a particular day and at a certain time and place; that the individual in question may be present with or without an advisor or attorney; and that he/she may present witnesses and other evidence on his/her behalf and may question witnesses presented by the College.

Unless otherwise agreed upon by the parties, the notice and charges must be received by the employee at least ten (10) calendar days prior to the hearing.

2. Should the individual in question not appear for the hearing, the disciplinary action proposed may be imposed by the Board without a hearing. Should the individual in question or his/her representative request additional time in which to prepare, the Board of Trustees, at its discretion, may grant such additional time and continue or postpone the hearing to another day and time.
3. The hearing shall be conducted at the time and place called for in the notice or at the postponed time, if additional time is granted. The President of the Board of Trustees shall preside at the hearing unless the Board decides otherwise. Such hearing shall not be public and either party may ask that witnesses be present only during the time of their testimony. A recording shall be made of the hearing proceedings and a copy shall be made available to the employee whose discipline is in question.
4. Formal legal rules of evidence need not be followed, and the Board President or other presiding officer shall determine what evidence may or may not be presented. The proper College official(s) or representative/attorney shall present the institution's position. The faculty member or his/her representative shall have the right to question any witness called by the College, just as the College's representative may question any witness called by the faculty member.
5. At any time during the proceedings, any member of the Board of Trustees may question any witness or call for a point of order to be clarified.
6. After testimony has been presented and each side has concluded its presentation, the Board of Trustees shall retire to review all information submitted and render a determination. The decision, which shall be in writing, shall be made no more than thirty (30) working days from the date of the Board hearing.
7. The decision of the Board of Trustees is final.

AGREEMENT #
TITLE

IV-004 (Page 1 of 1)
Campus Cell Phone Policy

TYPE
APPROVED

Working Conditions/Conditions of Employment
June 9, 2016

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-005.01 (Page 1 of 1)
Faculty Evaluations: Student Evaluation Form

TYPE
APPROVED

Working Conditions/Conditions of Employment
July 13, 2017

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-005.02 (Page 1 of 1)
Faculty Evaluations: Faculty Evaluation Form

TYPE
APPROVED

Working Conditions/Conditions of Employment
June 9, 2016

AGREEMENT

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

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

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

AGREEMENT #
TITLE

IV-005.03 (Page 1 of 1)
Faculty Evaluations: Online Observations

TYPE
APPROVED

Working Conditions/Conditions of Employment
July 13, 2017

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-005.04 (Page 1 of 1)
Faculty Evaluations: Maintaining Student Evaluations

TYPE
APPROVED

Working Conditions/Conditions of Employment
June 13, 1998

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-006 (Page 1 of 1)
Faculty-Staff Handbook

TYPE
APPROVED

Working Conditions/Conditions of Employment
July 17, 2014

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-007 (Page 1 of 1)
Morale Improvement Measures

TYPE
APPROVED

Working Conditions/Conditions of Employment
June 9, 2016

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-008 (Page 1 of 1)
Title IX Process

TYPE
APPROVED

Working Conditions/Conditions of Employment
July 13, 2017

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-009 (Page 1 of 1)
Learning Management System Required for Class Syllabi and Gradebook

TYPE
APPROVED

Working Conditions/Conditions of Employment
June 9, 2016

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-010 (Page 1 of 1)
Midterm Grade Submissions

TYPE
APPROVED

Working Conditions/Conditions of Employment
August 23, 2018

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-011.01 (Page 1 of 1)
Distance Learning: Amend BOT Policies/Procedures for Hybrid/ITV Courses

TYPE
APPROVED

Working Conditions/Conditions of Employment
June 9, 2016

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-011.02 (Page 1 of 1)
Distance Learning: Online Courses, Title IV Standards

TYPE
APPROVED

Working Conditions/Conditions of Employment
August 23, 2018

AGREEMENT

It was agreed that Board Procedure IV-010 would be revised as per the attached in order to ensure via observation of online courses that communications (Faculty and Students) are regular, substantive, required by course and primarily initiated by Faculty in order to be considered a Distance Education Course by Title IV Standards.

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

AGREEMENT #
TITLE

IV-011.03 (Page 1 of 1)
Distance Learning: Online Course Quality Assessment

TYPE
APPROVED

Working Conditions/Conditions of Employment
September 13, 2012

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-011.04 (Page 1 of 2)
Compensation Study

TYPE
APPROVED

Working Conditions/Conditions of Employment
June 10, 2021

AGREEMENT

It was agreed to complete all adjustments recommended by the Compensation and Classification Study no later than FY23, which is consistent with the original 5-year adjustment period.

Adjustments made during FY21 will leave the following remaining adjustments at the end of FY21:

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

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

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

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

AGREEMENT #
TITLE

IV-011.04 (Page 2 of 2)
Compensation Study (cont.)

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

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

AGREEMENT #
TITLE

IV-012 (Page 1 of 1)
Weekly Workload Expectations

TYPE
APPROVED

Working Conditions/Conditions of Employment
June 13, 1998

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-013 (Page 1 of 1)
Non-Discrimination

TYPE
APPROVED

Working Conditions/Conditions of Employment
July 17, 2014

AGREEMENT

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

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

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

AGREEMENT #
TITLE

IV-014.01 (Page 1 of 1)
Non-Teaching Responsibilities: Office Hours

TYPE
APPROVED

Working Conditions/Conditions of Employment
July 17, 2014

AGREEMENT

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

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

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

AGREEMENT #
TITLE

IV-014.02 (Page 1 of 1)
Non-Teaching Responsibilities: Institutional Service/Committee Service

TYPE
APPROVED

Working Conditions/Conditions of Employment
June 13, 1998

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-014.03 (Page 1 of 1)
Non-Teaching Responsibilities: Orientation Week

TYPE
APPROVED

Working Conditions/Conditions of Employment
July 13, 2017

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-014.04 (Page 1 of 1)
Non-Teaching Responsibilities: Spring In-Service

TYPE
APPROVED

Working Conditions/Conditions of Employment
August 15, 2013

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-014.05 (Page 1 of 1)
Non-Teaching Responsibilities: Student Retention and Success

TYPE
APPROVED

Working Conditions/Conditions of Employment
June 12, 2001

AGREEMENT

Points of Agreement:

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

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

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

AGREEMENT #
TITLE

IV-015 (Page 1 of 1)
Advising Practices Affecting Faculty Load

TYPE
APPROVED

Working Conditions/Conditions of Employment
July 13, 2017

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-015.01 (Page 1 of 1)
Academic Advising

TYPE
APPROVED

Working Conditions/Conditions of Employment
June 10, 2021

AGREEMENT

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

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

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

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

AGREEMENT #
TITLE

IV-016 (Page 1 of 1)
Revise Faculty Contract to Allow for Professional Development
Day in January

TYPE
APPROVED

Working Conditions/Conditions of Employment
August 23, 2018

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-017 (Page 1 of 1)
Protect Faculty Privacy/Safety

TYPE
APPROVED

Working Conditions/Conditions of Employment
July 23, 2020

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-018.01 (Page 1 of 1)
Communication/Timely Faculty/Student Interactions

TYPE
APPROVED

Working Conditions/Conditions of Employment
June 10, 2021

AGREEMENT

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

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

AGREEMENT #
TITLE

IV-019 (Page 1 of 1)
Grievance Board of Trustees Procedure

TYPE
APPROVED

Working Conditions/Conditions of Employment
June 10, 2021; May 29, 2024 (Amendment)

AGREEMENT

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

Amendment (2024):

It was agreed to add the following language to the Grievance Procedure, as shown:

- Under Formal Procedures: “If a faculty member’s problem has not been resolved after presenting it informally to their supervisor, a written grievance using the College Grievance Form may be presented to the Senior Director of Human Resources within 90 calendar days of the occurrence of a grievable event or from the date when the person knew or should have known of the occurrence of grievable event. In some scenarios a grievable offense may constitute an ongoing “continuing violation,” and in such cases the 90-day window for filing a grievance may not strictly apply.”
- Under Guidelines: “7. The College will comply with legal requirements in order to correct any financial impact, if needed, to provide a fair ‘make whole’ remedy.”

Approved by the Board of Trustees, on the 10th day of June, 2021. Amendment approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College’s main administrative office.

AGREEMENT #
TITLE

IV-020 (Page 1 of 1)
Emeritus Status

TYPE
APPROVED

Working Conditions/Conditions of Employment
May 29, 2024

AGREEMENT

It was agreed to present the Faculty Emeritus Status idea to the Employee Support Committee for consideration.

Approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT #
TITLE

IV-021 (Page 1 of 1)
Maximum Online Enrollment

TYPE
APPROVED

Working Conditions/Conditions of Employment
May 29, 2024

AGREEMENT

In keeping with best practices, Jefferson College recognizes the importance of keeping the “community” in online and in-person courses. It was agreed that Board Procedure IV-010 would be revised to maintain the class size for online courses at 25 students in Fall 2025, remove the clause “or 20% less than the on-campus counterpart sections, whichever number is lower,” and provide a reduced class size of 20 students for online, writing-intensive courses, including English Composition I and II. The faculty member may request additional courses be designated as writing-intensive under this agreement subject to approval by the Vice President of Academic Affairs. The faculty member may request to exceed these limits subject to approval by the Associate Dean and Dean of Instruction per P&P IV-002.07 related to credit hours generated. The Association Employer Council will recruit volunteer faculty to pilot online courses with 30 seats and will establish metrics to ensure quality in these larger online classes, with a completion goal of Spring 2026. In Academic Year 2027, the Association Employer Council will review outcomes data and make a recommendation on maximum online course sizes.

Effective through Spring 2028, when the increase in online class enrollment capacity would cause a faculty member to lose an online class section, the faculty member will be offered an alternative class section within the department, based on seniority.

Approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College’s main administrative office.

AGREEMENT #
TITLE

IV-022
Property Rights, Etc.

TYPE
APPROVED

Working Conditions/Conditions of Employment
May 29, 2024

AGREEMENT

It was agreed that Board Policy II-021 regarding ownership of inventions and/or materials by College personnel, and the royalties resulting therefrom, is outdated and should be updated and revised. The parties agree to assign this task to the Employer Association Council (or to a task force selected by the Council) with a goal of one year for completion, i.e., by June 30, 2025.

Approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

AGREEMENT #
TITLE

V-001.01 (Page 1 of 1)
Board of Trustees: Faculty Status Report

TYPE
APPROVED

Governance
September 13, 2012

AGREEMENT

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

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

AGREEMENT #
TITLE

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

TYPE
APPROVED

Governance
May 29, 2024

AGREEMENT

It was agreed that the Board of Trustees Forum (an informal, social gathering of faculty, staff, and members of the Board of Trustees) will be held prior to the September Board of Trustees meeting each academic year. Should the meeting be canceled due to unforeseen circumstances, the meeting will be rescheduled prior to the subsequent Board Meeting.

Approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

Note: This agreement responds to and/or supersedes the previous agreement(s) approved by the Board of Trustees on May 15, 2008.

AGREEMENT #
TITLE

V-001.03 (Page 1 of 1)
Board of Trustees: Communication Transparency

TYPE
APPROVED

Governance
August 23, 2018

AGREEMENT

It was agreed that any online survey sent via Jefferson College email will include a confidentiality statement that indicates whether any information that might identify individual respondents will be collected or tracked and what that information includes. FAT has agreed to rescind its request for more direct communication with the Board of Trustees.

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

AGREEMENT #
TITLE

V-002.01 (Page 1 of 1)
Programs: Marketing

TYPE
APPROVED

Governance
May 15, 2008

AGREEMENT

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

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

AGREEMENT #
TITLE

V-002.02 (Page 1 of 1)
Programs: Purchasing Procedure Approvals

TYPE
APPROVED

Governance
July 13, 2017

AGREEMENT

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

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

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

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

AGREEMENT #
TITLE

V-002.03 (Page 1 of 1)
Programs: Purchasing Procedures Timing Concerns

TYPE
APPROVED

Governance
June 8, 2016

AGREEMENT

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

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

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

AGREEMENT #
TITLE

V-002.04 (Page 1 of 1)
Programs: Purchasing Procedures Policies

TYPE
APPROVED

Governance
June 11, 2015

AGREEMENT

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

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

AGREEMENT #
TITLE

V-002.04.1 (Page 1 of 2)
Programs: Purchasing Procedures Policies

TYPE
APPROVED

Governance
June 10, 2021

AGREEMENT

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

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

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

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

AGREEMENT #
TITLE

V-002.04.1 (Page 2 of 2)
Programs: Purchasing Procedures Policies (cont.)

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

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

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

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

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

AGREEMENT #
TITLE

V-002.05 (Page 1 of 1)
Programs: Conduit to Administration (HVAC)

TYPE
APPROVED

Governance
June 14, 2011

AGREEMENT

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

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

AGREEMENT #
TITLE

V-002.06 (Page 1 of 1)
Faculty Senate and JCNEA Meeting Scheduling Support

TYPE
APPROVED

Governance
August 23, 2018

AGREEMENT

It was agreed that the FAT Chair and the VP of Instruction would work together to identify specific areas where meetings were being intentionally scheduled so as to prevent faculty from attending Faculty Senate or JCNEA meetings. Specific direction will be given to those areas and instructions will be sent out to all Deans and Division Chairs that prohibit such actions.

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

AGREEMENT #
TITLE

V-002.07 (Page 1 of 1)
Progression Plan to Add Full-Time Faculty

TYPE
APPROVED

Governance
June 8, 2016

AGREEMENT

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

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

AGREEMENT #
TITLE

V-003.01 (Page 1 of 1)
Representation: Search Committee Selection

TYPE
APPROVED

Governance
May 29, 2024

AGREEMENT

It was agreed that the Office of Human Resources will provide search committee training to hiring managers to ensure a fair and effective recruitment process. The training will include factors to consider when selecting search committee members, such as representation from diverse backgrounds, tenure, relevant experience, and direct working relationship to the position being filled. The training will also include guidance on including search committee members in the development and assignment of interview questions.

Approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

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

AGREEMENT #
TITLE

V-003.02 (Page 1 of 1)
Representation: Task Force/Committee Member Selection

TYPE
APPROVED

Governance
September 12, 2019

AGREEMENT

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

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

AGREEMENT #
TITLE

V-003.03 (Page 1 of 1)
Representation: Faculty Input on Program Decisions

TYPE
APPROVED

Governance
September 12, 2019

AGREEMENT

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

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

AGREEMENT #
TITLE

V-003.04 (Page 1 of 1)
Representation: Faculty Discretion in Placement/Certification

TYPE
APPROVED

Governance
June 11, 2015

AGREEMENT

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

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

AGREEMENT #
TITLE

V-003.05 (Page 1 of 1)
Representation: Health Care Benefits, HIRC Meeting Minutes

TYPE
APPROVED

Governance
August 23, 2018

AGREEMENT

It was agreed that the HR Director will send a copy of all minutes from the Health Insurance Review Committee (HIRC) meeting to the JCNEA President and FAT Chairperson for information. The purpose is for the HR Director to keep JCNEA current on any discussions or plans for changes in employee health insurance. If minutes cannot be sent within one week of a meeting, then an update should be sent via email.

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

AGREEMENT #
TITLE

V-003.06 (Page 1 of 1)
Representation: Health Insurance Review Committee Members

TYPE
APPROVED

Governance
July 13, 2017

AGREEMENT

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

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

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

AGREEMENT #
TITLE

V-004.01 (Page 1 of 1)
Assessment: Institutional Assessment

TYPE
APPROVED

Governance
April 16, 2009

AGREEMENT

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

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

AGREEMENT #
TITLE

V-004.02 (Page 1 of 1)
Assessment: Administrator Feedback (Modern Think Survey)

TYPE
APPROVED

Governance
June 11, 2015

AGREEMENT

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

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

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

AGREEMENT #
TITLE

V-005 (Page 1 of 1)
Approval of Changes to Faculty Compensation

TYPE
APPROVED

Governance
August 23, 2018

AGREEMENT

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

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

AGREEMENT #
TITLE

VI-001 (Page 1 of 1)
Faculty Senate and JCNEA Meeting Scheduling Support

TYPE
APPROVED

Miscellaneous
August 23, 2018

AGREEMENT

It was agreed that the FAT Chair and the VP Of Instruction would work together to identify specific areas where meetings were being intentionally scheduled so as to prevent faculty from attending Faculty Senate or JCNEA meetings. Specific direction will be given to those areas and instructions will be sent out to all Deans and Division Chairs that prohibit any such actions.

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

AGREEMENT #
TITLE

VI-002 (Page 1 of 1)
Progression Plan to Add Full-time Faculty

TYPE
APPROVED

Miscellaneous
June 8, 2016

AGREEMENT

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

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

AGREEMENT # *VI-003 (Page 1 of 1)*
TITLE *Service Awards*

TYPE Miscellaneous
APPROVED **May 29, 2024**

AGREEMENT

It was agreed to revise Board Policy II-017 Employee Recognition Program as follows:

It shall be the policy of the Board of Trustees that all full-time and part-time regular employees be recognized for every five consecutive years of service to the institution and for retirement from the College. Service awards for 5, 10, 15, and 20 years of service are given as additional compensation in the amount of \$25 per year of service. Employees who complete 25 years of service receive five days of compensation. Service awards for 30, 35, and 40 years of service are given as additional compensation in the amount of \$50 per year of service. Service award compensation is included on the May paycheck. Retirement recognition awards are given as additional compensation included on the final paycheck in the amount of \$25 per year of service.

Approved by the Board of Trustees, on the 29th day of May, 2024. Please note that this electronic version of the Statement of Understandings does not contain the signatures of approval. The official paper copies of the approval and signature pages are maintained in the College's main administrative office.

STATEMENT OF UNDERSTANDINGS

between the

COMMUNITY COLLEGE DISTRICT OF
JEFFERSON COUNTY

and the

JEFFERSON COLLEGE
NATIONAL EDUCATION ASSOCIATION

BAT-FAT 2020-2021

Daryl Gehbauer 7-14-2020
Daryl Gehbauer Date
Board Administration Team

Rebecca A. Ellison 7-20-2020
Rebecca Ellison Date
Faculty Association Team

Approved:

Steven E. Meinberg 7/23/2020
Steven E. Meinberg, President Date
Board of Trustees

Lisa Vinyard 7-23-20
Lisa Vinyard, Secretary Date
Board of Trustees

Addendum XVIII: 2020 Agreement, Page 1

BAT-FAT 2020-2021 Final Agreement

Duration of Agreement: July 1, 2020 to June 30, 2021

FAT Items:

1. Lab Compensation

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

2. Raise Tuition Reimbursement Rate

It was agreed that the tuition reimbursement rate for all college faculty shall be at the University of Missouri Columbia or the University of Missouri-St. Louis rate per credit hour, whichever is higher that academic year. This change will take effect starting with courses taken in the fall 2020 semester.

3. Protect Faculty Privacy/Safety

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

4. Update the Faculty Salary Schedule

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

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

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

Addendum XVIII: 2020 Agreement, Page 2

5. Include in the CBA/unified agreement any forms required by policy or procedure.

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

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

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

6. Terms and Conditions of Employment Part A, Create policy guidelines that make clear that faculty should not have to take a half day of leave for things like missing one meeting.

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

BAT Items:

1. Consolidated CBA

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

2. Changing from a One-year Agreement to a Three-year Agreement

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

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

Addendum XVIII: 2020 Agreement, Page 3

WITHDRAWN ITEMS:

FAT Items 6, Part B and 7; BAT Items 2, 4, and 5. It was agreed that all are withdrawn, though both parties reserve the right to bring any or all of these items back in a future negotiation.

1. FAT Item 6, Part B: Compensation for Additional Duties
2. FAT Item 7, Faculty Advising in Lieu of Committee Requirement
3. BAT Item 2, Updating the Grievance Policy
4. BAT Item 4, ATS Contract
5. BAT Item 5, Extra Compensation for Credit Hours Generated

STATEMENT OF UNDERSTANDINGS



between the

COMMUNITY COLLEGE DISTRICT OF
JEFFERSON COUNTY

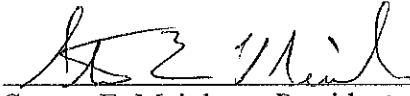
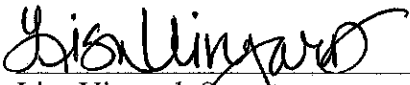
and the

JEFFERSON COLLEGE
NATIONAL EDUCATION ASSOCIATION

BAT-FAT 2020-2021
Effective 2021-2024

	
<u>Daryl Gehbauer</u>	<u>Rebecca Ellison</u>
Board Administration Team	Faculty Association Team
<u>5-24-2021</u>	<u>5-24-2021</u>
Date	Date

Approved:

	
<u>Steven E. Meinberg, President</u>	<u>Lisa Vinyard, Secretary</u>
Board of Trustees	Board of Trustees
<u>6-10-2021</u>	<u>6-10-2021</u>
Date	Date

BAT-FAT 2020-2021 Final Agreement

Duration of Agreement: July 1, 2021 to June 30, 2024

FAT Items:

1. Lower Insurance Costs

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

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

2. Academic Advising in Lieu of Committee Work

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

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

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

3. Increase Faculty Salary Levels to Where They Should be based on the Compensation Study

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

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

- 10-14 years of service: Increase to a salary that requires no more than a 4% increase to reach the proposed current grade/step
- 5-9 years of service: Increase to a salary that requires no more than a 5% increase to reach the proposed current grade/step
- 1-4 years of service: Increase to a salary that requires no more than a 6% increase to reach the proposed current grade/step
- Less than 1 year of service: Increase to a salary that requires no more than a 7% increase to reach the proposed current grade/step

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

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

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

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

6. FAT Item #6 – Revise the procurement policies to take into account the needs of Faculty and their Students.

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

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

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

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

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

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

scheduled Board meeting date in order to be placed on the agenda.

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

7. FAT Item #7 – Increase Lab Compensation

It was agreed that the rate for lab compensation will be increase by increments of .025 as follows:

Rate .70 in Fall, 2022, .725 in Fall, 2023 and .75 in Fall 2024. In the event the unrestricted reserve balance is less than 15% of the unrestricted revenues, the parties will negotiate.

BAT Items:

3. Online – Course Certification

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

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

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

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

4. Timely Faculty/Student Interactions

It was agreed that all course syllabi will contain the following statement:

I will strive to provide an initial response to all email messages within 2 business days.

5. Set Clear Expectation for Due Dates and Feedback

It was agreed that faculty will set clear expectations for due dates and feedback, faculty will provide tentative due dates in the course syllabus for major projects. Substantive feedback will be provided to students prior to the next assignment due date.

7. Faculty Advising Workload

BAT and FAT agreed that a work group should be developed consisting of Student Services and Instruction to determine recommendations regarding the workload structure, the case

management processes, the goals to measure success, and the appropriate level of training required to achieve that level of success in academic advising. The work group will convene in August, 2021, and will strive to make recommendations by February, 2022.

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

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

9. Grievance Board of Trustees Procedure

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

WITHDRAWN ITEMS:

FAT Items 4, 5, and 8; BAT Items 1, 2, 6, 8 and 10 It was agreed that all are withdrawn, though both parties reserve the right to bring any or all of these items back in a future negotiation.

- FAT Item #4, Remove the Requirement for Faculty to be on Campus 5 days a Week and Reduce the Requirement to a minimum of 4 days on Campus
- FAT Item #5, Provide Additional Compensation for Faculty Providing a Live Remote Option to Face-to-Face
- FAT Item #8, Increase Personal Days from three to four per year

- BAT Item #1, Communication with Administration
- BAT Item #2, Online – Course Quality and Review
- BAT Item #6, Financial Exigency
- BAT Item #8, Grievance Board of Trustees Policy
- BAT Item #10, Teaching Labs Associated with Lecture Class

STATEMENT OF UNDERSTANDINGS

Between the

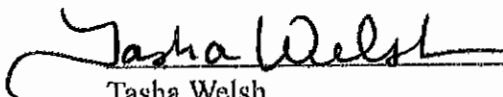
COMMUNITY COLLEGE DISTRICT OF
JEFFERSON COUNTY, MISSOURI
(JEFFERSON COLLEGE)

and the


JEFFERSON COLLEGE
NATIONAL EDUCATION ASSOCIATION
(JCNEA)

BAT-FAT 2023-2024

Effective 2024-2027



Tasha Welsh
Board Administration Team

05-17-24
Date

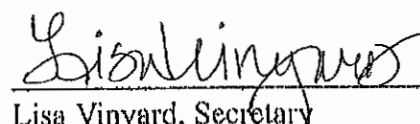

Rob Rodden
Faculty Association Team

5-20-2024
Date

Approved:


Margie Passmore, President
Board of Trustees

5/29
Date


Lisa Vinyard, Secretary
Board of Trustees

5/29/24
Date

The signed Statement of Understanding (effective 2024-2027) will be incorporated into the consolidated Collective Bargaining Agreement (CBA). BAT will prepare an updated version of the CBA and share with FAT no later than August 12, 2024, with the intention that FAT will approve no later than September 15, 2024.

BAT-FAT 2024-2027 Final Agreement

Duration of Agreement: July 1, 2024 to June 30, 2027

FAT Items:

1. Faculty Salary: Raises

Tentatively Agreed 05/15/2024

BAT agrees to award steps and COLA's as follows:

- Fiscal Year (FY) 25: no step and 5% COLA
- FY26: 2% step for eligible faculty and the January 2025 PSRS COLA
- FY27: The parties will renegotiate in Spring 2026 with no more than 3 single items each with no subordinate items.
- The Board reserves the right to award COLA increases greater than those agreed upon herein.

This agreement amends CBA Agreement # II-001.01 Faculty Salary: Raises, as approved August 23, 2018.

3. Faculty Salary: Lab Compensation

Tentative Agreement 05/15/2024

It was agreed that the rate for lab compensation will remain .75 for Fall 2025, will increase to .8 for Fall 2026, and will remain at .8 for Fall 2027. In the event the unrestricted reserve balance is less than 15% of the unrestricted revenues, the parties will Negotiate. Existing faculty who exceed the maximum credit hours of instruction, pursuant to Board Procedure IV-002.09, due to this increase in lab compensation may maintain their Academic Year 2024 course schedule and exceed the maximum.

This agreement amends CBA Agreement # II-001.02 Faculty Salary: Lab Compensation, as approved June 9, 2016.

4. Representation: Search Committee Selection

Tentatively Agreed 05/13/2024

It was agreed that the Office of Human Resources will provide search committee training to hiring managers to ensure a fair and effective recruitment process. The

BAT-FAT 2024-2027 Final Agreement

Duration of Agreement: July 1, 2024 to June 30, 2027

training will include factors to consider when selecting search committee members such as representation from diverse backgrounds, tenure, relevant experience, and direct working relationship to the position being filled. The training will also include guidance on including search committee members in the development and assignment of interview questions.

This agreement supersedes CBA Agreement # V-003.01 Representation: Search Committee Selection, as approved June 11, 2015.

5. Clear, Concise Contract Language

Tentatively Agreed 05/13/2024

It was agreed that the faculty job description cannot change without Board approval. Other duties as assigned should not cause an undue burden on faculty members. Faculty are encouraged to utilize existing communication channels to express concerns such as the appropriate Associate Dean or Human Resources. The last duty on the faculty job description, #25 in Board IV-001.02, shall be revised as follows:

Perform other ***faculty-related duties of a comparable level or type*** as may be assigned by the Vice President of Academic Affairs, Dean, Associate Dean, and/or the instructional Program Director.

This agreement amends CBA Agreement # III-004 Contracts: Regular, as approved September 12, 2019.

6. Non-Instructional Time Clearly Defined and Applied

Tentatively Agreed 05/13/2024

It was agreed that Current Board Procedures IV-002.07 Other Appointments and Special Compensation, IV-002.08 Contractual Obligations - Meetings and Committee Assignments, IV-002.09 Guidelines for Determination of Faculty Workloads, and IV-006.01 Salary Administration Plan all address the ideas brought forward by faculty in Item 6. BAT is open to revising and clarifying policies and procedures regarding extra compensation. This task shall be assigned to the Employer Association Council with a goal of one year for completion.

This agreement amends CBA Agreement # II-002.02 Overload: Extra Employment Compensation, as approved September 20, 1999.

BAT-FAT 2024-2027 Final Agreement

Duration of Agreement: July 1, 2024 to June 30, 2027

7. Grievance Procedures

Tentatively Agreed 05/15/2024

7.1 Language Additions

It was agreed to add the following language to the Grievance Procedure, as shown:

- Under Formal Procedures: “If a faculty member’s problem has not been resolved after presenting it informally to their supervisor, a written grievance using the College Grievance Form may be presented to the Senior Director of Human Resources within 90 calendar days of the occurrence of a grievable event or from the date when the person knew or should have known of the occurrence of grievable event. In some scenarios a grievable offense may constitute an ongoing, “continuing violation” and in such cases the 90-day window for filing a grievance may not strictly apply.”
- Under Guidelines: “7. The College will comply with legal requirements in order to correct any financial impact, if needed, to provide a fair “make whole” remedy.”

This agreement amends CBA Agreement # IV-019 Grievance Board of Trustees Procedure, as approved June 10, 2021.

7.2 Consolidate Policy Statements

Current Board Procedures re: Faculty discipline and termination for cause are addressed in Board P&P II-001.4 Progressive Disciplinary Action, and IV-005 Termination for Cause. Faculty representation in disciplinary matters is addressed in CBA #IV-003 Representation, Disciplinary Action. Thus, existing Policy and Procedures address ideas brought forward in this FAT item.

It was agreed to combine the elements of these provisions into a consolidated statement for the CBA. The parties agree this is to be a location change, not a language change; and that nothing substantive is being added or altered through this change in location. The parties further agree that redundant language can be streamlined and that duplicative language can be dropped so long as there is no substantive revision to the meaning.

BAT-FAT 2024-2027 Final Agreement

Duration of Agreement: July 1, 2024 to June 30, 2027

The parties agree to assign this task to the Employer Association Council (or to a task force selected by the Council) with a goal of one year for completion, i.e., by June 30, 2025.

This agreement amends CBA Agreement # IV-003 Representation, Disciplinary Action, as approved July 17, 2014.

8. ATS Pay Disparity

Tentatively Agreed 05/15/2024

It was agreed that the ATS contract be changed from 181 days to 177 days, which includes 166 days of instruction, 10 non-instructional days (including one day for application review and two required evening events equivalent to one-half day each), and one day for commencement totaling 177 workdays. Faculty who attend MOACTE will be paid up to three additional days at the daily rate using a factor of 202 days instead of 190 days. The ATS base instructional load shall be 16 contact hours. ATS faculty not assigned to 16 contact hours as designated in these guidelines shall be given additional responsibilities commensurate with their professional training. Beginning in Fall 2024, overload for additional half-day sessions shall be paid at 1.5 credit hours and overload for additional full-day sessions paid at 3 credit hours. In Fall 2026, overload for additional half-day sessions shall be paid at 1.6 credit hours and overload for additional full-day sessions paid at 3.2 credit hours, corresponding with increases in lab compensation.

ATS faculty who currently receive compensation for 181 days will be held harmless by grandfathering their salaries at a rate no lower than their current salary before any COLA or increments are applied, and will only be required to work 177 days. New ATS faculty will be placed on the ATS salary schedule based upon 177 work days. College faculty who teach one section of ATS and currently receive 7.5 days of additional pay will be held harmless by grandfathering their supplemental contract at a rate equivalent to 7.5 extra days, and will only be required to work 5.5 extra days. New college faculty who teach one section of ATS will receive a supplemental contract for 5.5 extra days.

This agreement supersedes CBA Agreement # II-001.03 Faculty Salary: ATS Faculty, CBA Agreement # III-004.01 Contracts: ATS, and CBA Agreement # II-002.03 Overload: Area Technical School Assignments, as approved June 13, 1998.

BAT-FAT 2024-2027 Final Agreement

Duration of Agreement: July 1, 2024 to June 30, 2027

10. Improved Working Conditions

FAT 10.1 - Shared Sick Leave

Tentatively Agreed 05/15/2024

It was agreed to draft a Shared Sick Leave policy and procedure and work through the shared governance process with all constituent groups before presenting it to the Board for approval. The policy will state adherence to non-discrimination guidelines, emphasize the voluntary nature of sick day contributions, and establish a maximum limit on the number of days any individual employee can receive. The procedure will delineate the process and any necessary forms for participation. The goal is to implement the Shared Sick Leave program by the beginning of the 25-26 academic year.

This agreement establishes a new CBA Agreement item.

FAT 10.2 - Sick Leave Buy-Back

Tentatively Agreed 05/15/2024

BAT agrees that CBA II-003.04 and BOT Policy II-011.02 will be amended and presented through the BOT for approval to reflect a change in the compensation for unused sick days upon retirement as follows:

Any unused Earned Sick Leave, up to 90 days (720 hours), accumulated by an employee at the time of their retirement, as defined by PSRS/PEERS or applicable internal retirement incentive programs, will be compensated at the rate of \$22.50 per day. Unused sick leave in excess of 90 days up to 150 days (up to 480 hours) will be compensated at the rate of \$50 per day. No other reimbursement or compensation for unused sick leave is permissible. Upon termination of employment, the employee forfeits any additional unused Earned Sick Leave. No other reimbursement or compensation for unused sick leave is permissible.

Further, it is agreed that the following language will remain in CBA II-003.04 and in the Leave Reporting Certification of Web Leave Entry:

I certify that my hours entered represent a true and accurate record of my time worked and/or leave taken to the best of my knowledge. I understand that all overtime and extra hours worked must be authorized in advance by my supervisor and that I may not agree, even voluntarily, or otherwise waive my rights to the Fair Labor Standards Act's protection. Further, I am responsible for

BAT-FAT 2024-2027 Final Agreement

Duration of Agreement: July 1, 2024 to June 30, 2027

any changes made using my ID and PIN. I understand that submitting inaccurate hours intentionally, working unauthorized time, and/or falsifying another person's electronic signature may result in disciplinary action. I understand that by entering my PIN and selecting Submit below, I am providing an electronic signature which is the same as providing a signed document.

If you do not agree with this certification, you may select Exit and your time transaction will not be submitted for approval.

This agreement amends CBA Agreement # II-003.04 Benefits: Sick Leave, as approved August 23, 2018.

FAT 10.3 - Seniority

Tentatively Agreed 05/15/2024

It was agreed that faculty seniority will be recognized in policy as a factor considered when assigning classes for base load and selecting vacant office spaces. Seniority is defined as the date of full-time faculty hire and further clarified as faculty who are meeting their contractual obligations per Board Procedure IV-001.02 "...making progress toward promotion in rank or are meeting Level IV expectations per Board Procedure IV-006.02." It was further indicated that senior faculty will display leadership by supporting innovative and effective ideas within their academic departments. In the event that a faculty member believes that their seniority was not fairly considered in assigning classes or office spaces, the faculty member should request clarification from their supervisor about the assignment.

This agreement amends CBA Agreement # IV-002 Seniority, as approved July 17, 2014.

FAT 10.5 - Emeritus Status

Tentatively Agreed 05/15/2024

It was agreed to present the Faculty Emeritus Status idea to the Employee Support Committee for consideration.

This agreement establishes a new CBA Agreement item.

FAT 10.6 - Service Awards

Tentatively Agreed 05/15/2024

BAT-FAT 2024-2027 Final Agreement

Duration of Agreement: July 1, 2024 to June 30, 2027

It was agreed to revise Board Policy II-017 Employee Recognition Program as follows:

It shall be the policy of the Board of Trustees that all full-time and part-time regular employees be recognized for every five consecutive years of service to the institution and for retirement from the College. Service awards for 5, 10, 15, and 20 years of service are given as additional compensation in the amount of \$25 per year of service. Employees who complete 25 years of service receive five days of compensation. Service awards for 30, 35, and 40 years of service are given as additional compensation in the amount of \$50 per year of service. Service award compensation is included on the May paycheck. Retirement recognition awards are given as additional compensation included on the final paycheck in the amount of \$25 per year of service.

This agreement establishes a new CBA Agreement item.

BAT Items:

2. ATS Contract Days

Tentatively Agreed 05/15/2024

It was agreed that the ATS contract be changed from 181 days to 177 days, which includes 166 days of instruction, 10 non-instructional days (including one day for application review and two required evening events equivalent to one-half day each), and one day for commencement totaling 177 workdays. Faculty who attend MOACTE will be paid up to three additional days at the daily rate using a factor of 202 days instead of 190 days. The ATS base instructional load shall be 16 contact hours. ATS faculty not assigned to 16 contact hours as designated in these guidelines shall be given additional responsibilities commensurate with their professional training. Beginning in Fall 2024, overload for additional half-day sessions shall be paid at 1.5 credit hours and overload for additional full-day sessions paid at 3 credit hours. In Fall 2026, overload for additional half-day sessions shall be paid at 1.6 credit hours and overload for additional full-day sessions paid at 3.2 credit hours, corresponding with increases in lab compensation.

ATS faculty who currently receive compensation for 181 days will be held harmless by grandfathering their salaries at a rate no lower than their current salary before any COLA or increments are applied, and will only be required to work 177 days. New ATS faculty will be placed on the ATS salary schedule based upon 177 work days. College faculty who teach one section of ATS and currently receive 7.5 days of additional pay will be held harmless by grandfathering their supplemental contract at a rate equivalent to 7.5 extra days, and will only be required to work 5.5 extra days.

BAT-FAT 2024-2027 Final Agreement

Duration of Agreement: July 1, 2024 to June 30, 2027

New college faculty who teach one section of ATS will receive a supplemental contract for 5.5 extra days.

This agreement supersedes CBA Agreement # II-001.03 Faculty Salary: ATS Faculty, CBA Agreement # III-004.01 Contracts: ATS, and CBA Agreement # II-002.03 Overload: Area Technical School Assignments, as approved June 13, 1998..

4. Maximum Online Enrollment

Tentatively Agreed 05/15/2024

In keeping with best practices, Jefferson College recognizes the importance of keeping the “community” in online and in-person courses. It was agreed that Board Procedure IV-010 would be revised to maintain the class size for online courses at 25 students in Fall 2025, remove the clause “or 20% less than the on-campus counterpart sections, whichever number is lower,” and provide a reduced class size of 20 students for online, writing-intensive courses, including English Composition I and II. The faculty member may request additional courses be designated as writing-intensive under this agreement subject to approval by the Vice President of Academic Affairs. The faculty member may request to exceed these limits subject to approval by the Associate Dean and Dean of Instruction per P&P IV-002.07 related to credit hours generated. The Association Employer Council will recruit volunteer faculty to pilot online courses with 30 seats and will establish metrics to ensure quality in these larger online classes, with a completion goal of Spring 2026. In Academic Year 2027, the Association Employer Council will review outcomes data and make a recommendation on maximum online course sizes.

Effective through Spring 2028, when the increase in online class enrollment capacity would cause a faculty member to lose an online class section, the faculty member will be offered an alternative class section within the department, based on seniority.

This agreement establishes a new CBA Agreement item.

5. Fine for Non-Fulfillment of Contract

Tentatively Agreed 05/15/2024

It was agreed that Board Policy IV-007, Conditions of Employment-Resignation of Faculty, be amended as follows:

BAT-FAT 2024-2027 Final Agreement**Duration of Agreement: July 1, 2024 to June 30, 2027**

It shall be the policy of the Board of Trustees that resignations should be submitted in writing to the appropriate Dean for referral to the Sr. Director of Human Resources, Vice President of Academic Affairs, President, and the Board of Trustees. Resignations that include a request to be released from an employment contract require official Board action.

Faculty who request to be released from their contract a minimum of 30 calendar days' in advance of the requested resignation date and receive a Board-approved release from their contractual obligations at the completion of the fall semester will be fined \$1,000. Faculty who have signed a contract for an upcoming academic year that request to be released from their contract a minimum of 30 calendar days' in advance of the first day of the contract and receive a Board-approved release from their contractual obligations will be fined \$1,000. Faculty who request and receive a Board-approved release from their contractual obligations at a time that does not coincide with semester break will be fined \$1,500. Further, a Faculty member who provides less than 30 calendar days' notice or abandons their contractual obligations is responsible for a \$1,500 fine and is ineligible for rehire. The Board of Trustees may authorize a waiver of the fine in exceptional circumstances when the request for release is due to a hardship beyond the control of the Faculty member (e.g. a family emergency such as a medical issue).

Additionally, BAT agrees to the College's continued analysis of exit interviews and the Great Colleges to Work For Survey to identify patterns, trends, and areas for improvement. These analyses will be shared with constituent groups and faculty and be used to inform the development of targeted strategies, through shared governance, which may involve changes to policies, procedures, or workplace practices to address common pain points or areas of dissatisfaction. Further, the information assists the College in prioritizing initiatives within the College's Strategic Workforce Plan which will be publicly available. This ongoing effort is geared towards bolstering employee retention.

This agreement supersedes CBA Agreement # II-001.06 Faculty Salary: Fine for Non-Fulfillment of Contract, as approved July 13, 2017.

6. Tuition Reimbursement and Waiver*Tentatively Agreed 05/15/2024***6.1 Tuition Reimbursement**

It was agreed to amend Board Policy II-020 Reimbursement of Professional Study Expenses to provide waiver eligibility for courses taken at an industry-recognized

BAT-FAT 2024-2027 Final Agreement

Duration of Agreement: July 1, 2024 to June 30, 2027

technical education provider. Additionally, it was agreed that courses that may be taken at Jefferson College are not eligible for reimbursement if taken at another college or university. Finally, it was agreed that reimbursement of tuition shall be available in an amount up to the College of Education rate per credit hour at the University of Missouri-Columbia or the University of Missouri-St. Louis, whichever institution has the higher rate for that academic year.

This agreement amends CBA Agreement # II-003.07 Benefits: Tuition Reimbursement, as approved August 23, 2018

6.2 Tuition Waiver

It was agreed to amend Board Policy II-019 Enrollment in Jefferson College Classes to specify the waiver of tuition shall be available for credit courses in all tiers up to the Tier One tuition amount per credit hour, and to remove outdated references to continuing education classes.

This agreement amends CBA Agreement # II-003.06 Benefits: Tuition Waiver as approved June 9, 2016.

7. Property Rights & etc.

Tentatively Agreed 05/15/2024

It was agreed that Board Policy II-021 regarding ownership of inventions and/or materials by College personnel, and the royalties resulting therefrom, is outdated and should be updated and revised.

The parties agree to assign this task to the Employer Association Council (or to a task force selected by the Council) with a goal of one year for completion, i.e., by June 30, 2025.

This agreement establishes a new CBA Agreement item.

8. Board of Trustees Forum Schedule

Tentatively Agreed 04/16/2024

It was agreed that the Board of Trustees Forum: An informal, social gathering of faculty, staff, and members of the Board of Trustees will be held prior to the September Board of Trustees meeting each academic year. Should the meeting be canceled due to unforeseen circumstances, the meeting will be rescheduled prior to

BAT-FAT 2024-2027 Final Agreement

Duration of Agreement: July 1, 2024 to June 30, 2027

the subsequent Board Meeting.

This agreement supersedes CBA Agreement # V-001.02 Board of Trustees: Forum, as approved May 15, 2008.

WITHDRAWN ITEMS:

FAT Item(s) 7.3, 9, 10.4; BAT Item(s) 1, 3 It was agreed that all are withdrawn, though both parties reserve the right to bring any or all of these items back in future negotiation.

- FAT Item #2, Faculty Salary: COLA Adjustments
- FAT Item #7.3, Grievance Procedure, Reinstate Panel
- FAT Item #9, Composition of Board Administration Team
- FAT Item #10.4, Improved Working Conditions, Daily Rate
- BAT Item #1, Student Evaluations
- BAT Item #3, ATS Job Description