

**JOINT RESOLUTION**  
**between**  
**ST. LOUIS COMMUNITY COLLEGE**  
**and**  
**STLCC NATIONAL EDUCATION ASSOCIATION**  
  
**2018-2023**

Prepared as the Result of Negotiations between Representatives of:

**ST. LOUIS COMMUNITY COLLEGE**

**and**

**STLCC NATIONAL EDUCATION ASSOCIATION**

## TABLE OF CONTENTS

ARTICLE I	Agreement & Recognition .....	3
ARTICLE II	Association Rights .....	3
ARTICLE III	Board and Management Rights and Responsibilities .....	4
ARTICLE IV	Negotiation Procedures .....	5
ARTICLE V	Nondiscrimination.....	6
ARTICLE VI	Personnel Files.....	7
ARTICLE VII	Personal and Academic Freedom.....	8
ARTICLE VIII	Outside Employment for Full-Time Faculty.....	9
ARTICLE IX	Faculty Responsibilities and Workload .....	9
ARTICLE X	Conference Attendance .....	22
ARTICLE XI	Evaluation .....	23
ARTICLE XII	Transfer .....	25
ARTICLE XIII	Minimum Qualifications for Academic Rank.....	27
ARTICLE XIV	Advancement on the Salary Schedule.....	29
ARTICLE XV	Full-Time Faculty Salary Schedule .....	31
ARTICLE XVI	Overload Compensation for Full-Time Faculty.....	33
ARTICLE XVII	Salary Rates for Summer Sessions and Extended Time .....	34
ARTICLE XVIII	Self-Directed Learning and Honors Projects/Contracts.....	36
ARTICLE XIX	Employee Insurance and Annuities .....	36
ARTICLE XX	Faculty Promotion in Academic Rank .....	36
ARTICLE XXI	Dues and Payroll Deductions.....	38
ARTICLE XXII	Paid Leaves of Absence .....	39
ARTICLE XXIII	Unpaid Leaves of Absence .....	41
ARTICLE XXIV	Retirement.....	43
ARTICLE XXV	Employment of Family Members and Educational Benefits for Employees and Employees' Families .....	44
ARTICLE XXVI	Faculty Grievance Process.....	44
ARTICLE XXVII	Reduction in Force.....	49
ARTICLE XXVIII	Nonrenewal of Contract .....	52
ARTICLE XXIX	Dismissal.....	52
ARTICLE XXX	Resignations.....	52
ARTICLE XXXI	Working Conditions.....	53
ARTICLE XXXII	Staff Development .....	53
ARTICLE XXXIII	Savings Clause .....	54
ARTICLE XXXIV	Student Complaints .....	54
Appendices.....		55

## **ARTICLE I - AGREEMENT AND RECOGNITION**

1.1 This Joint Resolution represents the results of collective bargaining between the duly authorized representatives of the Board of Trustees of St. Louis Community College hereinafter referred to as the "College" and the duly authorized representatives of the STLCC (a.k.a. Junior College District)-National Education Association hereafter referred to as either the "Association" or "NEA." The Board of Trustees of St. Louis Community College has voted and agreed to make this Joint Resolution effective July 19, 2018. This Joint Resolution covers salaries, hours and working conditions for the Faculty Bargaining Unit. This Joint Resolution will remain in effect at least through June 30, 2023 subject to applicable law and the rights of the Board of Trustees.

1.2 Existing Board Policy provisions and other applicable procedures not expressly included in this Joint Resolution are considered in full force and effect unless specifically contrary to a provision included in this Joint Resolution. The parties agree that the terms of this Joint Resolution shall be maintained in full force and effect during its term and may be modified only by mutual written agreement between the parties.

1.3 The College recognizes the Association as the exclusive bargaining representative for all full time faculty members at St. Louis Community College-subject, however, to the constitutional right of individual employees to communicate with the Board of Trustees and to petition for redress of grievances. The Board directs the Chancellor and/or his/her designees as the representative of the Board of Trustees to carry on good-faith negotiations with representatives of the Association in matters relating to salaries, hours and working conditions of full-time faculty members.

1.4 It is the desire and commitment of the parties to establish and maintain educational and working environments in which faculty are valued and respected at St. Louis Community College. Furthermore, the parties agree to collaborate in promoting meaningful change and continuous improvement in the quality of education to create optimal experiences for students, faculty, staff and the community.

## **ARTICLE II - ASSOCIATION RIGHTS**

- A. The College recognizes that the Association and its members shall not be discriminated against in the use of College campus facilities, computer technology and equipment. The Association and its representatives shall have the right to make use of College campus buildings and facilities at reasonable times when such buildings and/or facilities are not otherwise in use. The College may require reasonable advance written registration for use of such buildings or facilities, and is authorized to charge for all added costs above those of normal operations.
- B. The College shall provide a glass enclosed bulletin board on each campus, exclusively for the use of the Association, at a place mutually agreed to between the Association and the College. The College will also provide space on an electronic bulletin board provided such technology is available. The Association is responsible for creating and maintaining the electronic bulletin board. The use of the electronic bulletin board is subject to applicable College policies, procedures and guidelines. Official notices and other matters relating to

the Association may be posted on such bulletin boards by the Association. The Association also may apply for the use of existing nonexclusive bulletin boards at the separate campus locations, through normal application procedures, and there shall be no discrimination against the Association or its members in authorizing their proper use of such bulletin boards. The Association may secure the bulletin board in a reasonable manner.

- C. The Association may use the College internal mail service, email communications and faculty mailboxes for appropriate communications to faculty members. Such usage is subject to adherence to College procedures and guidelines.
- D. Names, campus addresses, campus telephone numbers and campus email addresses of all College full-time faculty members sorted by campus location shall be provided without cost to the Association, within a reasonable time after the beginning of the contract year. This information may be provided in an electronic format, if requested. The same information will be provided in regard to faculty members hired during the contract year, without cost to the Association, within a reasonable time following their employment.
- E. Authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times as long as official business of the College is not disrupted.
- F. The College will provide one office space for the Association at a campus to which the President of the Association is assigned as of the commencement of the fall semester. The location of the office is to be designated by the College.
- G. Campus Association Representatives may appoint one (1) full-time faculty member as part of the faculty component of each of the following campus-wide committees: campus promotion, sabbatical and extended time projects. A faculty member may only be appointed to a committee at her/his campus and may not be appointed for more than one committee.
- H. The Association can buy overload time (up to nine (9) hours – three (3) hours per semester and three (3) hours for the summer term) for the Association’s president or his/her representative. The assignment will be determined by the Association on a semester-by-semester basis. The Association will pay the Association president’s overload salary rate. Also the Association will pay the associated portion of the College’s payment to the Public School Retirement System.

### **ARTICLE III - BOARD AND MANAGEMENT RIGHTS AND RESPONSIBILITIES**

It is recognized that the Board of Trustees has the final responsibility and legal authority to determine and change policies and procedures related to the faculty that are not limited by any provision of this Joint Resolution.

Further, it is recognized that the College continues to retain all existing management rights and prerogatives, including the right to establish, promulgate or change any procedures or practices that are not limited by this Joint Resolution. This includes all addenda and appendices of the Joint Resolution.

#### **ARTICLE IV - NEGOTIATION PROCEDURES**

- 4.1 In order to serve the best interests of the College, the parties agree to institute negotiations characterized by mutual respect and consideration. It is the desire of the parties to negotiate a successor Agreement to the Joint Resolution now in effect and expiring on June 30, 2015.
- 4.2 To this end the parties agree to meet at reasonable times and negotiate in good faith with respect to salaries, hours, and other terms and conditions of employment, and other matters of mutual concern, and to execute a written contract incorporating all agreements reached between the parties.
- 4.3 Either party may utilize the services of outside consultants to assist in negotiations including attendance at, and participation in, collective bargaining meetings.
- 4.4 The parties agree to initiate the negotiations process beginning not later than March 1 of the year in which the current Agreement is to expire or at a time as may be agreed between the parties. On or about June 15 of the expiration year, if no agreement has been reached on all issues subject to negotiations, an impasse may be declared by either party by serving written notice of said impasse to the other party. In such instance the Federal Mediation and Conciliation Services (FMCS) shall be immediately notified of the mutual desire of the parties to continue negotiations with the assistance of and under the auspices of a Federal Mediator. Each party shall be responsible for stipulating a list of resolved and unresolved issues in conjunction with their request for Federal Mediation Services assistance.
- 4.5 If an impasse is declared, the parties will immediately notify the Board of Trustees. The parties will meet in person to present and discuss their respective proposals and positions at an Executive Session of the Board. The update shall be presented by the representative teams of the Board and the Association for the purpose of informing the Board of their respective positions on unresolved issues prior to the beginning of the mediation process.
- 4.6 If agreement is reached it shall be submitted to the Board of Trustees and the Association for ratification. Upon ratification by the Board and the Association, the parties agree to execute a written contract in the form of a Joint Resolution signed by the Chair of the Board and by the President of the Association. The Joint Resolution shall be effective for the duration of the agreement stipulated therein.
- 4.7 In the event of an unanticipated financial economic crisis and under extraordinary and compelling college financial distress, the Board of Trustees shall inform the President of JCDNEA providing the details of the economic and financial distress and request that each party appoint duly designated representatives to discuss and address the situation. In such

instance said representatives shall meet and attempt to resolve the matter within a period appropriate to the demands and circumstances of stated emergency. If the matter is not resolved within the stated and agreed time period, the Board of Trustees may take remedial and appropriate action as it may deem necessary, after considering alternative remedial proposals offered by STLCC NEA. If the Association does not agree with the Board's decision, it may file a grievance which shall be processed at the Arbitration Step of the Grievance Procedure in the Joint Resolution, and under the Expedited Rules of the American Arbitration Association.

- 4.8 During the term of the agreement, the parties agree to collaborate and meet for the purpose of ensuring the agreement's proper implementation and to minimize and/or resolve misunderstandings that may arise from time to time regarding the interpretation and application of the agreement. To this end, a standing Faculty Employee Relations Council will operate under mutually agreed guidelines and will consist of the following parties representing the Association – President, Vice President and two faculty members appointed by the Association President; representing the College – a Human Resource Management Representative plus 3 members appointed by the College. This council shall meet once every month during the academic year and will operate under mutually agreed guidelines. Additional meetings may be convened as necessary. Additional attendees may be invited who are relevant to the discussion topics.

## **ARTICLE V – NONDISCRIMINATION**

- A. The College strongly subscribes to the philosophy of equality of opportunity for all persons regardless of race, creed, color, sex, religion, national origin, ancestry, disability, age, sexual orientation or political affiliation with respect to employment.
- B. St. Louis Community College Non-Discrimination Statement  
St. Louis Community College is committed to non-discrimination and equal opportunities in its admissions, educational programs, activities and employment regardless of race, color, creed, religion, sex, sexual orientation, national origin, ancestry, age, disability or status as a disabled or Vietnam-era veteran and shall take action necessary to ensure non-discrimination.

For information contact:

Employment ADA Compliance Officer  
Manager of Employment & Recruitment  
3221 McKelvey Road  
Bridgeton, MO 63044  
(314) 539-5214

Section 504/Title II Coordinator  
Vice Chancellor of Academic and Student Affairs  
3221 McKelvey Road  
Bridgeton, MO 63044  
314- 539- 5364

- C. The College shall not discriminate against any faculty member on the basis of membership in or the failure to join the Association or any other employee union organization. Faculty application forms and oral interview procedures shall not refer to membership in or preference for the Association or any other employee union organization.

## **ARTICLE VI - PERSONNEL FILES**

- A. There will be only one official personnel file for each faculty employee, with such file to be located at the College Center. Each faculty member may review the entire contents of his/her official personnel and evaluation files during normal office hours. An officer of the Association may, at the written request of the faculty member, accompany him/her in such a review. The review shall be conducted in the presence of the administrator(s) or designee responsible for the safekeeping of their personnel file. Faculty members shall have the right to obtain a copy of the contents of their official personnel and evaluation files.
- B. The person or persons who draft, and/or place material in a faculty member's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file. Any item placed in the personnel file shall be shown to the faculty member in person within 20 days and notification must be given to the faculty member in a scheduled meeting. The employee will acknowledge viewing the document in writing and will sign the form acknowledging having received the form, but not necessarily agreeing with the content. The form will be date stamped by human resources upon receipt prior to being placed in the employee's personnel file. Any derogatory material placed in an employee's personnel file and not shown to a faculty member within twenty (20) work days after receipt of and placing the material in the file shall not be allowed as evidence in any grievance, evaluation or in any disciplinary action against such employee.
- C. College employees carrying out the official functions of the College are entitled access to personnel files.
- D. A faculty member may place materials in his/her personnel file. Voluminous materials may not be placed in such files, but a summary sheet referencing such materials may be placed in the file.
- E. Derogatory materials that may have been placed in a faculty member's official personnel file, but which were never utilized as a basis of any warning notice, may not be utilized by the Board or any arbitrator as a progressive basis for any subsequent disciplinary action against the faculty member, after such material has been in the file for five years.
- F. Information regarding unsubstantiated allegations and/or unsubstantiated charges of sexual harassment will not be included in a faculty member's official personnel file. All information obtained in the College's investigation of a sexual harassment charge shall remain confidential and limited to College personnel only on a need-to-know basis.

## **ARTICLE VII - ACADEMIC FREEDOM**

The College endorses the principle of academic freedom. Full-time faculty members enjoy academic freedom – broadly defined as the right to teach, study, and engage in research toward the end of transmitting, evaluating and extending knowledge, under conditions permitting independence of thought and expression. The ultimate goal of the principle of academic freedom is to encourage classroom creativity, innovation, and research to ensure the diverse exchange of ideas that underpin student success. The college further states as follows:

- A. The College desires to foster in its students a respect for differing points of view and supports the faculty's freedom to present controversial issues relevant to course subject matter.
  - a. Full-time faculty are entitled to freedom in teaching and classroom management, including direct participation in textbook selection and utilization of supplemental course materials, course content, research, and the publication of the results.
  - b. Full-time faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.
  - c. Full-time faculty are citizens, members of a learned profession, and representatives of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and college representatives, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the College.
- B. The College will not condone student or faculty actions which deprive other students or faculty of their rights, and the College will not interfere with a faculty member's legitimate exercise of freedom of speech or of other constitutional rights.
- C. The College acknowledges a faculty member's right to properly and fairly control the learning environment in the classroom, and the College recognizes that while legitimate due process rights of students must be preserved, faculty members also have a right to properly protect the classroom environment from disruptive student conduct or activities that are deleterious to the learning process. Guidelines regarding Faculty and Student rights are available on line in the Fact-Finder and other publications. The College will notify the Association of any changes in the guidelines.
- D. Additional guidelines regarding Faculty and Student rights are available on the College website. The College will notify the Association of any changes in the guidelines.

## **ARTICLE VIII- OUTSIDE EMPLOYMENT FOR FULL-TIME FACULTY**

The Board of Trustees recognizes that many faculty wish to undertake outside employment and that some of these activities may enhance the faculty member's professional development. Full-time faculty of the College are subject to the following parameters of permissible outside employment:

- A. The primary work obligation of full-time faculty members is to the College. Except as expressly provided for in this Joint Resolution, the assignment and scheduling of faculty shall be at the discretion of the College.
- B. A full-time faculty member of the College may engage in outside employment only if, in the reasonable judgment of the administration, the outside employment does not:
  - 1. Occur at a time when the faculty member is assigned or expected to perform his/her assigned duties;
  - 2. Diminish the faculty member's efficiency or attention in performing his/her primary work obligation at the institution.
- C. All regular or continuing outside employment of a full-time faculty member of the College during the faculty member's contract year must be reported prior to beginning such employment.
- D. Full-time outside employment during the contract year is in conflict with paragraphs A and B (1) and (2).
- E. This policy/provision does not apply to outside employment undertaken by a full-time faculty member during periods outside of his/her contract year, except that no such faculty member may engage at any time in outside employment that constitutes a conflict of interest. Teaching a course at another college does not necessarily constitute a conflict of interest. A faculty member may utilize the grievance procedure (Article XXVI) to dispute an adverse decision made by the College against the faculty member based upon the College's determination that a conflict of interest exists.

## **ARTICLE IX - FACULTY RESPONSIBILITIES AND WORKLOAD**

### **A. Faculty Definitions**

The faculty are those members of the certificated staff, including department chairs, who are assigned responsibilities for instruction, student services or in instructional resources for not less than fifty (50)% of their total assignment and who are compensated on the basis of the full-time faculty salary schedule. Unless otherwise specified, faculty are compensated on a ten (10) month schedule for a contract year of thirty-six (36) full service weeks. Faculty will be governed by provisions in the individual faculty contracts. Faculty may be one of the following:

1. Probationary

All full-time faculty with six (6) consecutive semesters (fall/spring) or less of satisfactory service to the College will be on probationary status and receive probationary contracts during that time. Probationary faculty will be subject to nonrenewal of contract. During this probationary period, extensive administrative analysis and evaluation of their professional performance will take place.

2. Continuing

Upon the approval of the Board, continuing faculty status will be granted after completion of six (6) consecutive semesters (fall/spring) of satisfactory full-time service. Continuing status will entitle the faculty member to reemployment each year at no less than the last annual salary received, subject to provisions of dismissal and reduction in force.

3. Temporary

Temporary faculty are those whose appointments are within the following categories: Short-term substitutes, one semester or one academic year only, or externally funded. The employment of all temporary faculty will automatically expire on the date stated in their employment contract. No notice of nonrenewal will be required or given. Temporary faculty will not be eligible for continuing faculty status, regardless of length of service. A temporary faculty member who has been continuously employed by the College on a full-time basis for at least six (6) consecutive semesters (fall/spring), and who is deemed by the College to have performed satisfactorily, will be considered, on a preferential basis, for a potential permanent opening in the position in which he/she had been employed as a temporary faculty member. Temporary faculty who move to permanent positions without a break in service will receive credit for academic years or semesters of service from their original date of full-time employment, but will be on probationary status as outlined above.

A full-time faculty member who accepts a full-time non-faculty position shall retain his/her accumulated full-time faculty seniority credit but shall not continue to accumulate additional faculty seniority credit during any such assignment. However, time during which faculty members served in full-time non-faculty positions prior to July 1, 1994 will count in computing seniority credit.

Full-time faculty members who are assigned to special projects of an administrative nature for up to three (3) consecutive full contractual years beginning on or after July 1, 1994 on a non-instructional assigned time basis shall continue to accumulate full-time faculty seniority credit during such assignment. Such assignments shall be for no more than three (3) years duration. The 3 year duration limitation shall not apply to CTL Coordinators. CTL Coordinators shall be required to teach at least one three (3) college credit course each academic semester as part of their required load. A faculty member may serve up to five (5) years as a CTL Coordinator. Release time for the faculty members serving in the role of CTL Coordinators shall be at least six

(6) credit hours each semester.

Full-Time Faculty seniority shall be defined as specified in the Seniority section of this Joint Resolution (Section B2A).

B. Full-Time Faculty Duties and Responsibilities

1. Faculty load involves the sum of all activities in which a College faculty member is expected to be engaged that are related to professional duties and responsibilities.
2. For full-time instructional faculty, these duties and responsibilities normally include:
  - a) formal course contact teaching hours;
  - b) preparation and planning for instructing assigned classes in accordance with course objectives;
  - c) preparing and correcting examinations and other student work assignments;
  - d) scheduling student conferences to review individual student progress;
  - e) assistance in student academic advisement;
  - f) participation in departmental selection of course texts, instructional equipment, library books and non-print resource materials;
  - g) participation in departmental development, evaluation and revision of course objectives and outlines, instructional strategies, and systems of evaluation of student learning.
  - h) submission of grades and attendance reports by the stated deadline.

In appropriate departments, course preparation includes maintaining or preparing equipment, arranging for expendable supplies for laboratories, shops and studios, and supervising laboratory assistants, when authorized.

Other responsibilities or assignments of full-time instructional faculty may include:

- a) participation on other departmental, divisional, campus and college-wide committees;
- b) appropriate assistance to part-time faculty;
- c) assistance in student recruitment, job placement or transfer placement;
- d) sponsorship of student activities, groups or clubs;
- e) attendance at faculty meetings and institutional ceremonies or meetings;
- f) participation in community activities.

Faculty are expected to remain current with their instructional fields or disciplines through a planned program of professional development activities and to update and revise their course outlines and materials to reflect changes in content and/or methodology.

The College reserves the right to assign other normal professional responsibilities as may be appropriate, consistent with workload provisions in the Joint Resolution.

3. For full-time Counselors, these assigned duties and responsibilities may include:
- a) personal counseling including referrals to appropriate specialists or agencies;
  - b) career counseling including assessment and assistance in career choice and program/course selection;
  - c) transfer counseling including goal setting and interpretation of articulation requirements;
  - d) assistance in academic advising;
  - e) general orientation counseling;
  - f) student recruitment activities and admissions counseling;
  - g) instruction of personal development courses or related workshops and seminars;
  - h) appropriate assistance in job placement and follow-up of current and former students;
  - i) counseling related to student retention;
  - j) assessment, diagnostic testing, and interpretation of results.

Other responsibilities of full-time counselors may include:

- a) liaison with instruction departments or programs within the College;
- b) liaison with local high schools and collegiate institutions;
- c) maintaining appropriate records of counseling activities;
- d) participation on departmental, divisional, campus and college-wide committees;
- e) sponsorship of student activities, groups or clubs;
- f) attendance at faculty meetings and institutional ceremonies or meetings;
- g) participation in community activities.

Counseling faculty are expected to remain current in the counseling field through a planned program of professional development activities and should develop methods for evaluating the counseling process.

The College reserves the right to assign other normal professional responsibilities as may be appropriate.

4. For full-time Library faculty these duties and responsibilities may include:
- a) Reference and research assistance to students, staff, faculty and community users;
  - b) Evaluation and selection of materials for the library collection;
  - c) Preparation of research guides and other instructional materials
  - d) Planning, organizing and conducting formal and informal library and information literacy instruction
  - e) Collaboration with other assisting faculty in materials selection for current and new programs;
  - f) Creation, development and evaluation of Library access points in electronic and physical environments.
  - g) Collaboration with other classroom faculty on the integration of library instruction and information literacy instruction into the curriculum.

Other responsibilities of full-time Library faculty may include:

- a) Evaluation of library policies and procedures and assessment of library use;
- b) Orientation and training of library staff
- c) Participation on departmental, divisional, campus and college-wide committees;
- d) Sponsorship of student activities, groups, or clubs;
- e) Attendance at faculty meetings and institutional ceremonies or meetings;
- f) Participation in professional organizations
- g) Participation in community activities.

Library faculty are expected to remain current in the Library field and in assigned subject fields through a planned program of professional development activities.

The College reserves the right to assign other normal professional responsibilities as may be appropriate.

## 5. Online Instruction

The following applies to online instruction by full-time faculty:

- a) An online course consists of learning activities, content and assessment delivered entirely or nearly entirely online. Students may be required to complete monitored assessment, performance or learning activities.
- b) Board Policies C.9 and C.13 as well as Administrative Procedure C.13 govern the use and ownership of all works created by faculty including course materials for online classes. (See Appendix A following the end of the Joint Resolution)

Course profiles are the property of the College.

No faculty ownership rights to a course apply when the course is not an original creation of the faculty member.

The fact that a faculty member has developed an online course for a specific class does not preclude another faculty member from developing and teaching an online course for the same class.

- c) Normally, the maximum class size for an online course shall be twenty-five (25) students per section.

Class size maximums for the same course should be the same district-wide.

- d) A faculty member who applies to teach an approved online course must complete the online training provided by the College.
- e) The parties understand and support the importance of the presence of full-time faculty on campus. Normally, a full-time faculty member who teaches online will perform at least three (3) to six (6) hours of classroom instruction per semester/term as part of

his/her teaching load as conditions warrant. Exceptions may be considered by the Department Chair and Dean if requested in advance by the faculty member. The duties and responsibilities of full-time faculty as provided in the Joint Resolution and Board Policy/Administrative Procedures remain in effect for full-time faculty who teach online courses. The ten (10) hours for student consultation and assistance (as provided in Article IX C.3 of the Joint Resolution) must take place on campus.

- f) Faculty members who teach online will receive the basic necessary instructional, logistical and technical support from the College. The College will also provide the appropriate technology, software and equipment to the faculty member.
- g) The first time a faculty member teaches an online course, ongoing mentoring and assessment may occur.
- h) The compensation for online courses will be the same as the compensation for traditional courses.
- i) Circumstances may exist for purposes of actual delivery of face-to-face and/or online instruction in which electronic recordings of faculty lectures, tutorials, demonstrations and the like may be made. Where such recordings (audio and/or visual) include faculty members themselves such recordings can only be used by the College with written permission by the faculty member(s) contained in the recording.

### C. Faculty Staffing Guidelines and Workload Policies

The following definitions of staffing guidelines, the work year, work week and teaching loads reflect the faculty's responsibilities and functions with respect to service to students, the College and the community.

#### 1. Staffing Guidelines

The guidelines involved when considering RIF, transfer, and hiring for determining the number of full-time teaching faculty positions by discipline district-wide and at each campus shall be as follows:

- a. The average of the most recent Fall and Spring census date credit hours enrollment shall be divided by three hundred seventy-five (375).
  - 1. In disciplines where load or maximum enrollment is calculated differently than stated above in (a.), other considerations may be made. Examples of other considerations may include, but are not limited to, classroom capacity, specialized equipment, technological requirements/limitations, etc.
  - 2. Certain programs which must adhere to external accreditation standards may follow different guidelines.

3. For library and counseling faculty, for whom load is calculated differently than stated above in (a), other considerations beyond credit hours generated will be used to determine their staffing guidelines. Examples of other considerations may include, but are not limited to, scheduled reference desk hours, collection development, credit courses taught, instructional sessions, counseling sessions, etc.
4. Subject to the availability of funds, the guideline number of full-time teaching faculty positions shall be seventy-five (75) percent of the number of a. above, plus additional full-time positions to provide for released or assigned time for departmental administration, intercollegiate coaching assignments and other special circumstances.
  - a. One time per academic year, Human Resources will provide the fall and spring census date credit hours disaggregated by subject code. This information is to be shared with NEA Leadership so that it may be distributed to the membership.

## 2. Work Year

The normal full-time faculty contract year will consist of thirty-six (36) full service weeks, normally scheduled to begin no earlier than August 15th and to end no later than May 31st of each regular academic year, unless otherwise specified in the academic calendar adopted by the Board of Trustees. For instructional faculty, the number of such thirty-six (36) weeks required for formal instruction and final examinations/student evaluations, shall be in accordance with the approved academic calendar.

## 3. Work Week on Campus

It is recognized that instructional faculty members meet a significant part of their responsibilities, such as class preparation and professional development, off campus. However, formal teaching or support responsibilities, plus the need to be available for work with students and with other College staff, require the faculty member's presence on campus for a significant time period each week.

Therefore, in addition to their teaching responsibilities, exclusive of overload, full-time instructional faculty are to schedule no less than ten (10) approved hours per week for student consultation and assistance. The ten (10) hours shall be scheduled at times most academically beneficial for students for each of the thirty-four (34) instructional service weeks. The specific time periods which faculty schedule to be on campus and available for student consultation must be communicated to students, and are to be selected for the primary purpose of meeting the needs of students by providing students with reasonable and timely access to the faculty and are subject to approval of the department chair and the Dean. For those that teach online or hybrid format or in a clinical setting:

- a. A faculty member may schedule up to 2 of their 10 campus hours in a virtual format. If the faculty member teaches 2 or more online or hybrid courses within their load, they may schedule up to 4 of their 10 campus hours in a virtual format.
- b. For those faculty member who teach in a lab or clinical setting, they may schedule up to 4 of their 10 campus hours at the lab or clinical site.

Other full-time faculty members, such as those in counseling and the library will be scheduled for a normal week of a minimum of thirty-five (35) hours.

D. Teaching Loads for Instructional Faculty

1. The normal teaching load for full-time instructional faculty shall consist of an average of fifteen (15) credit hours per semester or thirty (30) credit hours per academic year, except for special conditions listed below:
  - a. In cases where English Department faculty are teaching three (3) or more approved composition/writing courses, the normal teaching load shall consist of twelve (12) credit hours per semester or twenty-four (24) credit hours per academic year, provided there are at least three (3) additional scheduled student conference hours per week above and beyond the normal amount specified in C.3 of Article IX and provided the class-size average for said composition/writing course is at least twenty-four (24) students. Since the English department faculty load is based on teaching three or more approved composition/writing courses, English faculty members receiving any released assignment of three (3) or more hours must teach the remainder of their normal teaching load in approved composition/writing courses.
  - b. In cases involving studio teaching, where class contact hours exceed credit hours, the contact hours per semester will not exceed an average of twenty (20) class-contact hours per semester or forty (40) class-contact hours per academic year, even if fewer than fifteen (15) credit hours per semester are produced. When calculating a mixed workload of lecture and released time credit hours and studio contact hours, credit hours workload will be equated to studio contact hours workload on the basis of three (3) credit hours being equivalent to four and one-half (4.5) studio contact hours.
  - c. In cases involving multiple-hour laboratory instruction in science, physical education, home economics and/or engineering technology, the laboratory hour portion will be equated to credit hours on the basis of three (3) hours being equivalent to two (2) credit hours.
  - d. In cases involving activity-type teaching, including Physical Education, where class contact hours exceed credit hours, the contact hours per semester will not exceed an average of twenty-two (22) class-contact hours per semester of forty-

four (44) class-contact hours per academic year, even if fewer than fifteen (15) credit hours per semester are produced.

- e. In cases involving a substantial number of clinical or open-lab teaching hours, such as in Nursing and Allied Health areas, where class-contact hours exceed credit hours, the normal load will consist of an average of thirty (30) hours per week of combined teaching and/or student conference hours.
- f. In cases involving trade and industry skill training, the normal load will not exceed thirty (30) contact hours per week.
- g. In cases involving large lecture teaching in standard credit courses, additional workload credit will be granted in accordance with the following table:

Number of Students in Class As of Census Date	2 Cr. Hr. Class	3 Cr. Hr. Class	4 Cr. Hr. Class	5 Cr. Hr. Class
42 or less	2	3	4	5
43 - 59	2-2/3	4	5-1/3	6-2/3
60 - 76	3-1/3	5	6-2/3	8-1/3
77 - 92	4	6	8	10
93 - 109	4-2/3	7	9-1/3	11-2/3
110 -126	5-1/3	8	10-2/3	13-1/3

One (1) one-hour classroom/lecture presentation is equated as one (1) credit hour.

- All full-time teaching faculty will normally be assigned full teaching loads each semester, unless there are specific reductions for nonteaching assignments approved by the Campus Chief Academic Officer (CCAO) within administrative guidelines adopted by the College for such reduction. If full teaching loads are not available, faculty members may be assigned other approved hourly responsibilities in order to provide a full workload, on the basis of forty (40) hours per semester being the equivalent of one semester credit hour.
- Instructor credit hours for team-teaching assignments are computed as follows:
 

Regular credit-hour allocation for the class based on the classroom or lecture-hall formula--plus twenty-five (25)% for each instructor over first instructor--divided by number of instructors team teaching--equals individual instructor credit-hour allocation. In no team-teaching assignment will the total number of faculty credit hours allocated exceed fifty (50)% more than the faculty credit-hour allocation if the course were taught by one instructor.
- Formula for Non-teaching Assignments.

- The following formula was derived on the basis of one workload contact hour per thirty (30) hours for maximum assigned time for coaching:

<b>SPORT</b>	<b>WEEKS IN HRS/SEASON</b>		<b>NUMBER OF CONTACT</b>		
	<b>SEASON</b>	<b>EVENTS</b>	<b>MEN</b>	<b>WOMEN</b>	<b>COMBINED</b>
Baseball	16	30	11	--	--
Basketball	24	30	16	16	--
Soccer	12	18	9	9	--
Softball	16	30	--	11	--
Volleyball	12	24	--	9	--

Instructor credit hours for other co-curricular activities.

#### Music Formula

Faculty members significantly involved in the presentation of musical programs may be granted up to two (2) hours of released time per semester providing there are at least two programs per semester.

For direction of a major production such as an opera, up to three (3) hours of released time per production may be granted

#### Publications Formula-(Newspaper, Yearbook, etc.)

For sponsorship of the newspaper, faculty may be allowed released time each semester and extended time during the summer for two (2) issues.

#### Drama Formula

The director (stage, musical, technical) may be granted up to a total of three (3) credit hours released time for each production.

#### E. Additional Compensation for Faculty

The maximum credit-hour overload per instructor/non-teaching faculty member will be sixty percent (60%) of their academic year load rounded to the nearest whole number. The maximum credit hour overload will therefore be eighteen (18) hours or 60% of the total contact hours per instructor/non-teaching faculty member per academic year with the exception of English Department faculty who, based on their regular twenty-four (24) credit hour load, will be limited to fourteen (14) hours per academic year. However, in cases

where an overload assignment would result in an additional fractional credit hour, the maximum overload shall, in all cases, be less than nineteen (19) credit hours per academic year. Overload hours are counted from the beginning of the academic year and ending at the end of the academic year and are paid in accordance with Article XVI - Overload Compensation for Full-Time Faculty, including large lecture formula assignments.

Overload assignment opportunities within the limits established by this Joint Resolution during an academic year may also be available through services to the college's Workforce and Community Development unit. The activities with WCD may include credit or non-credit teaching or other college related projects. The activities with WCD must be approved by the faculty member's supervisor and the campus CCAO. The assignment with WCD will be based on WCD's need and its determination that a faculty member's expertise is appropriate for the assignment. The faculty member's compensation will be based on the credit/contact hour overload pay specified in the Joint Resolution. The assignment will be developed and agreed upon in collaboration with the faculty member and his/her supervisor. For all WCD assignments 1 credit hour of pay will be equivalent to 40 clock hours (prep and delivery) of work.

A faculty member may also earn additional compensation of up to \$1,800 for non-credit activities such as independent study, honors contract, substitute pay, guest lectures, personal enrichment / professional development activities through Continuing Education.

All assignments for which compensation is paid on a credit/contact hour basis are excluded from the calculation in determining the \$1,800 limit.

All assignments of academic year overload and other professional assignments are within the discretion of the College.

The CCAO will coordinate efforts to consider qualified full-time faculty members for vacant overload teaching and summer assignments within the full-time faculty unit on another campus. In revising guidelines for the consideration of qualified full-time faculty members for vacant overload teaching and summer positions within the full-time faculty unit on other campuses, the CCAO or their designated representatives will seek input from the Association.

After vacant and overload assignments have been made for full-time faculty at a campus, full-time faculty who have made known their interest in vacant overload teaching and summer assignments on another campus through their application submitted in accordance with the College's guidelines will be given preference for such overload teaching and summer assignments effective with the summer session 1995.

#### 1. Overload for Faculty During the Academic Year

- a. Full-time faculty shall receive payments for overload during the regular academic year either for approved teaching beyond the normal credit or contact hours or

for approved large group instruction as defined in this Joint Resolution or for specific approved non-teaching assignments beyond normal teaching contact hours.

- b. Compensation for overload shall be based upon the appropriate salary schedule for overload for full-time faculty. In cases where a fall semester overload may be balanced out or averaged as normal load via an underload in the spring semester, overload payment will be delayed to the spring semester until such time as the academic year's average is ascertained.
- c. Overload payments shall be based upon credit hours in excess of fifteen (15) per semester or thirty (30) per academic year or contact hours in excess of those stated above.
- d. For approved non-teaching assignments above and beyond normal teaching credit or contact hours, overload compensation shall be approved by the CCAO on a project basis, using the general guideline of forty (40) hours per week or the accumulative equivalent for one semester credit hour of overload.

## 2. Extended Time for Faculty in Extended Time/Summer Sessions

- a. Instructional full-time faculty who are employed to teach in extended/summer sessions beyond the normal employment year will be compensated on the basis of the appropriate Salary Schedule for Extended Time and Summer Sessions.
- b. Full-time faculty involved in approved non-teaching assignments above and beyond the thirty-six (36) full service weeks of the normal faculty contract year shall be compensated on the basis of the Full-Time Faculty Extended/Summer Time Salary Schedule. Compensation shall be based upon academic rank pay scales in effect during the current fiscal year for work performed prior to the start of the regular summer session; work performed after the start of the regular summer session will be based upon the pay scale in effect for the summer session and ensuing academic year. Those approved for promotion in academic rank for the ensuing academic year will be compensated on the basis of their present academic rank for work performed prior to the start of the regular summer session. For work performed after the start of the regular summer session, their new academic rank shall be the basis for compensation.
- c. Compensation for non-teaching assignments shall be based upon payment for one semester credit hour for each forty (40) hours of work, not to exceed forty (40) hours per week.
- d. A faculty member's workload will not exceed eighteen (18) credit hours during the summer term. Exceptions may be permitted with the advance written approval of the CCAO and CCSAO.

## F. Department Chairs

1. It is recognized that full-time faculty members selected as Department Chairs will perform various duties and responsibilities as faculty members and as set forth in this Article IX and will perform various additional administrative duties and functions outside of the workload responsibilities applicable to the faculty covered by this Joint Resolution. Administrative duties, responsibilities and requirements for Department Chairs shall continue to be governed by applicable Board Policy and Administrative Procedures, and Department Chairs are not considered to be faculty members under this Joint Resolution when they are acting in their respective

administrative capacities.

2. Selection of Department Chairpersons:
  - a. Selection committees will fairly reflect all the disciplines in the departments they will be representing.
  - b. A person may be appointed to an acting Chair role without going through the application and interview process. An acting Chair desiring to be considered for appointment as the Chair must complete the application and interview process.
  - c. Any candidate who will be recommended to the CCAO/CCSAO, as applicable, must go through the application and interview process.
  - d. The Committee Chair will present the statements of strengths and weaknesses to the Dean.
  - e. The Dean and Committee Chair will make a joint recommendation.
  - f. Notwithstanding “e” above, if consensus cannot be reached and there is disagreement, the Dean will provide a rationale to the committee Chair of why he/she selected that candidate. The rationale is to be based on criteria set forth in the application process and not personal in nature. This discussion will be held prior to the Dean’s presentation of his/her recommendation to the CCAO/CCSAO, as applicable.

#### G. Formulation of Faculty Schedules

1. Faculty members shall be consulted as to teaching schedules and work assignments prior to such assignments.
2. Faculty members will not normally be required to teach continuously for more than three (3) consecutive lecture hours or six (6) consecutive contact hours.
3. A faculty member shall not normally be required to teach an 8:00 a.m. class on a day following one in which he/she taught a class continuing beyond 6:00 p.m.
4. A faculty member shall not be required to teach as part of their regular load a class continuing beyond 6:00 p.m. on a day in which he/she is assigned an 8:00 a.m. class.
5. No faculty member will be required to work during any non-contractual period, including summer school.
6. No faculty member will normally be required to accept overload except where necessary to avoid an underload.
7. No faculty member will normally be scheduled for classes in excess of five (5) days

per week for his/her normal teaching load.

#### H. Extended Time/Summer Compensation

Summer compensation for full-time faculty shall be based on the extended/summer time salary.

#### I. Substitute Pay

Full-time faculty members who are authorized by the department chair and/or appropriate Dean to perform substitute duties shall be compensated as follows:

Thirty (30) dollars per hour for a lecture

Twenty-six (26) dollars per hour for a laboratory

Effective after substituting consecutively for at least twelve percent (12%) of the instructional hours that would occur for the class involved, a full-time faculty member who substitutes in a lecture, lab or studio assignment will receive prorated pay for the entire assignment according to the appropriate salary schedule of the full-time faculty member.

#### J. Planned Class Absence Protocol

In the event of a planned absence, it is the faculty member's responsibility to make arrangements for class time to be used in a productive manner. This may include the use of an online platform, an alternative assignment or utilization of an in-class substitute. Substitute teachers may come from the full-time and part-time faculty who are on the current payroll. Prior to the first day of scheduled classes each semester, the Dean shall assure each department provides the names, telephone numbers and email addresses of the current full and part-time faculty within the department (at their home campus) to all full-time faculty within the department. If the faculty member desires to utilize a substitute not on the current payroll, he/she needs to ask the person to work with the department secretary and or the chair to complete the application-hiring paperwork prior to his/her substitution day or days.

### **ARTICLE X - CONFERENCE ATTENDANCE**

Absence from the College for purposes of conference attendance must be approved by the Chancellor, Vice Chancellors, CCAO/CCSAO. The College may require Board of Trustees approval for attendance at a conference extending more than five (5) working days.

### **ARTICLE XI - EVALUATION**

- A. (Note: this language was incorporated from the faculty evaluation handbook published in 2017.)

### **Evaluation Cycle Rotation based on Faculty Status and Rank**

The evaluation cycle for probationary faculty is each academic year until they are moved to a continuing contract. The evaluation cycle for continuing faculty who have not reached the rank of professor is three years. These individuals will follow the schedule they were previously on, with the exception of moving from a calendar year (January to December) to an academic year (August to May) time frame. If one would have begun their evaluation year January 2017, they will now begin August 2017. Once the first cycle on this system is complete, the next cycle in which they will engage is 3 years later. Using this same example, an assistant professor completing his or her evaluation year in academic year 2017-2018 (August 2017- May 2018) would be up for evaluation again in academic year 2020-2021 (August 2020- May 2021).

The evaluation cycle for continuing faculty who have reached the rank of professor is five years. These individuals will follow the schedule they were previously on, with the exception of moving from a calendar year (January to December) to an academic year (August to May) time frame for their first evaluation cycle on this system. Once the first cycle on this system is complete, the next cycle in which they will engage is 5 years later. If one would have begun their evaluation year January 2017, they will now begin August 2017. Using this same example, a professor completing his or her evaluation year in academic year 2017-2018 (August 2017- May 2018) would be up for evaluation again in academic year 2022-2023 (August 2022- May 2023).

Individuals who are promoted from Associate Professor to Professor will complete their next evaluation cycle 5 years from their last completed evaluation and then continue on a five year cycle.

- B. The College may revise the evaluation procedures and shall notify and consult with the Association during the development of and prior to implementing any such revisions.

## District Faculty Evaluation Calendar

Date	Activity	Notes
January Service Week	Notify faculty of evaluation year via email	
First Monday of March	Faculty Choice Indicator Due to Chair	Chair signs off on Faculty Choice Indicator as an acknowledgement and forwards to Dean.
Second Monday of March	Faculty Choice Indicators Due to Dean	Dean's office stamps Faculty Choice Indicator form with received date and returns to faculty member.
Last Monday of October	Last day for Classroom Observation to occur.	
First Monday of November	Evaluation Binder due to Dean/CCSAO  Contains: Faculty Choice Indicator, Self-Documentation of Teaching Effectiveness, Other Required Indicators forms and evidence for each as well as student evaluation summaries and classroom observation(s).	Deans will meet with faculty to review binder contents during the month of November.
First Friday of December	Evaluation paperwork due to VPAA. Contains: Classroom Observation(s), Student Evaluations, Summary forms from Dean, Dean's Evaluation, Annual Summary, and faculty signature on summaries.	
Second Friday of December	Evaluation paperwork due to CCAO/CCSAO. Contains: Classroom Observation(s), Student Evaluations, Summary forms from Dean, Dean's Evaluation, Annual Summary, and faculty signature on summaries as well as Dean.	
Third Friday of December	Evaluation paperwork due to HR.	
Classroom Observations	At least one classroom observation must be conducted during the evaluation period.	
Student Evaluations	Student evaluations will occur in at least two (2) classes distributed over the spring and fall semesters of the evaluation period.	

- C. The College will evaluate probationary faculty each academic year. One-third (1/3) of the continuing faculty will be evaluated each academic year. In the other two (2) academic years in which a continuing faculty member is not evaluated by the College, it is recommended that the continuing faculty member complete a self-evaluation, on an optional basis, in accordance with the evaluation procedure manual.

## **ARTICLE XII - TRANSFER**

The College reserves the right to transfer a faculty member to another campus or location. A faculty member who is transferred either voluntarily or involuntarily on an administrative basis will retain his/her seniority and all benefits and rights based on seniority. In addition, a faculty member who is transferred to another campus as an alternative to reduction in force or offered a recall based on a transfer will retain seniority rights.

### A. Voluntary Transfer

A faculty member may voluntarily transfer to another campus when a full-time vacancy is identified and communicated by the administration and when such a transfer is agreed to by the receiving campus chief academic officer, academic dean, and department chair or program coordinator.

Additionally, faculty members may propose a voluntary transfer or a voluntary split load assignment when there is mutual interest and the transfer is agreed upon by the campus chief academic officer, academic dean, and department chair or program coordinator.

In the event of transfer, the proper budgeted amount shall move from one faculty position line item to the other campus in order to match their rank to account for the faculty member's load, overload, and all paid assignments.

### B. Involuntary Transfer – Enrollment or Programmatic Needs of the College

As the result of changes in enrollment patterns or other programmatic needs of the College, the administration, after consultation with the appropriate department chairs/coordinators, may make split load assignments between sites. Reasonable time will be allowed for travel between sites. College mileage rates will be paid for such travel. Faculty members on a split load assignment will be responsible for attending department meetings, campus meetings, and attending to other duties as assigned at their home campus.

The home campus will be where the faculty member's position was assigned originally. In the event of such an assignment, the proper budgeted amount shall move from one

faculty position line item to the other campus in order to match their rank to account for the faculty member's load, overload, and all paid assignments.

In addition, as a result of changes in enrollment patterns or other programmatic needs of the College, it may become necessary for the administration, within its judgment after consultation with appropriate department chairs/coordinators, to move faculty members from one campus to another in order to maintain a proportion of full-time faculty members at each campus that is deemed appropriate by the administration.

In the event no voluntary transfer occurs the least senior full-time faculty member (probationary and continuing), based on College-wide seniority within the department from which the administration has determined that the transfer will occur, who is qualified based on academic credentials and/or other specific skill sets to meet the needs of the receiving department will be transferred.

C. Involuntary Transfer – Other

In an effort to promote positive employee relations, morale and conflict resolution, the College will consult with the union to address the issues identified, which may result in an involuntary transfer of one or more involved parties after other alternatives have been considered, including but not limited to verbal counseling, remediation, and mediation.

## **ARTICLE XIII - MINIMUM QUALIFICATIONS FOR ACADEMIC RANK**

### **INITIAL PLACEMENT TO FACULTY RANK:**

Initial placement to a faculty rank is based on an individual's academic credentials, years of college level teaching and non-teaching work experience as those meet the qualifications for the academic rank defined in Article XIII.

- Prior experience for rank assignment shall be defined as follows:
  - College teaching experience includes experience from St. Louis Community College and other colleges on a one-for-one basis;
  - Other non-college teaching experience on a one-for-three basis except for initial placement of teacher education faculty for which other teaching experience will be counted on a one-for-two basis;
  - Part-time / adjunct college level teaching equivalency on a one-for-thirty credit hour basis exclusive of experience as a teaching assistant.
  - Not more than one year of college teaching experience may be credited for any 12-month period.
  - Up to one-half of the teaching experience may be fulfilled by related experience on a one-for-three basis.

### **MINIMUM QUALIFICATIONS FOR ACADEMIC RANKS:**

#### **A. INSTRUCTOR I (Specialized Certificated Career, Skilled Trades, and Customized Training Programs)**

**A 1** Bachelor's degree with major in subject field,

or

**A 2** Associate degree in subject field and two (2) years of related full-time work experience,\*

or

**A 3** Qualifying license such as R.N. or C.D.A representing two (2) years or more of training and/or related full-time work experience,\*

or

**A 4** Four (4) years of related full-time work experience.\*

**N 1** \* To retain employment, a faculty member hired pursuant to such criteria of qualifications will be required to satisfactorily complete the applicable Bachelor's degree program by the conclusion of the faculty member's fifth (5<sup>th</sup>) year of employment with the College.

**N 2** [Faculty members hired as Level I Instructors will start at a lower base salary than Level II Instructors, but will be moved into the Level II Instructor salary range beginning in the first semester after the semester in which they attain the full minimum qualifications necessary for Level II status].

**B. INSTRUCTOR II**

**B 1** Master's degree in the subject field,

or

**B 2** A Master's degree with at least thirty (30) approved graduate semester hours in the subject field and related fields,

or

For Specialized Career Fields

**B 3** Bachelor's Degree with major in subject field and two (2) years full-time college teaching experience, and one (1) year of related full-time work experience, or

**B 4** Bachelor's Degree with major in subject field and four (4) years full-time related work experience.

**C. ASSISTANT PROFESSOR**

**C 1** Forty-five (45) approved graduate semester hours in the subject and related fields\*, including a Master's degree and four (4) years of full-time college teaching experience,

or

**C 2** Forty-five (45) approved graduate semester hours in the subject and related fields\*, including a Master's degree and six (6) years of full-time related work experience,

or

**C 3** An earned doctorate in the subject field and two (2) years of full-time college teaching experience or four (4) years of full-time related work experience,

or

**C 4** An earned MFA degree and two (2) years of full-time college teaching experience for faculty in St. Louis Community College programs where an AFA is offered and the MFA is recognized as the terminal degree,

or

Alternatives for Specialized Career Fields only:

**C 5** Bachelor's degree with major in subject field and three (3) years related full-time work experience\*\* and fifteen (15) approved graduate semester hours in the subject field and four (4) years full-time college teaching experience,

or

**C 6** Bachelor's degree with major in subject field and four (4) years full-time related work experience\*\* and four (4) years full-time college teaching experience, or

**C 7** Bachelor's degree and major in subject field and ten (10) years related full-time work experience.

**D. ASSOCIATE PROFESSOR**

**D 1** Sixty (60) approved graduate semester hours in the subject and related fields\*, including a Master's degree and eight (8) years full-time college teaching experience, or

**D 2** Sixty (60) approved graduate semester hours in the subject and related fields\*, including a Master's degree and ten (10) years full-time related work experience, or  
An earned doctorate in the subject field and six (6) years full-time college teaching experience or eight (8) years of full-time related work experience.

or

**D 3** An earned MFA degree and six(6) years of full-time college teaching experience for a faculty in St. Louis Community College programs where an AFA is offered and the MFA is recognized as the terminal degree.

Alternatives for Specialized Career Fields Only:

**D 4** Master's degree with major in subject field and four (4) years related full-time work experience\*\*, and eight (8) years full-time college teaching experience,

or

**D 5** Bachelor's degree with major in subject field and eight (8) years full-time related work experience\*\* and eight (8) years full-time college teaching experience.

**N 3 NOTES:** \*Approved undergraduate semester hours taken in-service and in-service training programs earned prior to August 1983 may be substituted for ten (10) of these hours. Such hours earned after August 1983 shall not apply for promotion eligibility.

\*\*Two (2) years of this experience may be earned in-service through an approved part-time or summer activity or equivalent.

**E. PROFESSOR**

**E 1** Seventy-five (75) approved graduate semester hours in the subject and related fields\*, including a Master's degree and twelve (12) years full-time college teaching experience,

or

**E 2** An earned doctorate in the subject or related fields and ten (10) years full-time college teaching experience,

or

**E 3** An earned MFA degree and 10 (ten) years of full-time college teaching experience for faculty in St. Louis Community College programs where an AFA is offered and the MFA is recognized as the terminal degree,

or

4. For Specialized Career Fields:

**E 4** Master's degree with major in subject field and fifteen (15) approved additional graduate semester hours in the subject and related fields and six (6) years full-time related work experience\*\*, and eleven (11) years full-time college teaching experience,

Or

**E 5** Bachelor's degree with major in subject field and thirty (30) approved additional graduate semester hours in the subject and related fields and ten (10) years of related work experience\*\* and twelve (12) years full-time college teaching experience.

**N 4 NOTES:** \* Approved undergraduate semester hours taken in-service and in-service training programs earned prior to August 1983 may be substituted for fifteen (15) of these hours. Such hours earned after August 1983 shall not apply for promotion eligibility.

\*\* Three (3) years of this experience may be earned in-service in an approved part-time and summer activity or equivalent.

#### **ARTICLE XIV - ADVANCEMENT ON THE SALARY SCHEDULE**

Faculty members may advance on the salary schedule for the academic rank they hold, up to the maximum for their rank. Such advancement as may be approved by the Board will be based upon evaluation of satisfactory service and upon the recommendation of the CCAO/CCSAO and Chancellor.

##### **Salary Implementation Procedures for Fiscal Year 2018-2019**

Full-time faculty will advance one step on the salary schedule in accordance with Article XV Table A shown below, receiving an increase which will equate to a minimum of 3% on the base salary. Faculty receiving a promotion effective for FY 2018-2019 shall move to their new rank at the appropriate step and will receive a minimum of 3% salary overall increase. New hires will not receive a step increase and will be placed at their initial step and rank at time of hire.

##### **Salary Implementation Procedures for Fiscal Year 2019-2020**

Full-time faculty will advance one step on the salary schedule in accordance with Article XV Table B below, receiving an increase which will equate to a minimum of 2% on the base salary above their FY 2018-2019 rates, unless there is a material decrease in revenue. Faculty receiving a promotion effective for FY 2019-2020 shall move to their new rank at the appropriate step and will receive a minimum of 2% salary overall increase. Should the College fund salary increases for any other group at a level above 2 percent for the 2019-2020 year, the higher percentage funding (and only the higher percentage funding) will be made available for salary negotiation purposes to the full-time faculty. New hires will not receive a step increase and will be placed at

their initial step and rank at time of hire.

**2020-2021, 2021-2022 and 2022-2023 Salary Provisions**

The College and STLCC NEA will reopen for salary negotiations only for 2020-2021, 2021-2022, and 2022-2023.

**ARTICLE XV - 2018-2020 Full-time Faculty Salaries**

**Table A: 2018-2019 Full-time Faculty Salaries**

<u>INSTRUCTOR I</u>		<u>INSTRUCTOR II</u>		<u>ASSISTANT PROFESSOR</u>		<u>ASSOCIATE PROFESSOR</u>		<u>PROFESSOR</u>	
A \$	47,148	A \$	54,161	A \$	60,952	A \$	68,180	A \$	78,065
B \$	48,565	B \$	55,790	B \$	62,785	B \$	70,232	B \$	80,415
C \$	49,284	C \$	56,616	C \$	63,717	C \$	71,276	C \$	81,611
D \$	50,018	D \$	57,460	D \$	64,666	D \$	72,339	D \$	82,827
E \$	50,498	E \$	58,015	E \$	65,286	E \$	73,037	E \$	83,622
F \$	50,741	F \$	58,296	F \$	65,608	F \$	73,392	F \$	84,036
G \$	51,230	G \$	58,863	G \$	66,240	G \$	74,098	G \$	84,852
H \$	51,737	H \$	59,433	H \$	66,888	H \$	74,825	H \$	85,676
I \$	52,294	I \$	60,137	I \$	67,744	I \$	75,851	I \$	86,914
J \$	53,109	J \$	61,137	J \$	68,939	J \$	77,257	J \$	88,599
K \$	53,929	K \$	62,139	K \$	70,136	K \$	78,669	K \$	90,215
L \$	54,750	L \$	63,149	L \$	71,335	L \$	80,072	L \$	91,876
		M \$	64,148	M \$	72,530	M \$	81,480	M \$	93,537
		N \$	65,157	N \$	73,722	N \$	82,888	N \$	95,195
		O \$	66,161	O \$	74,921	O \$	84,295	O \$	96,853
		P \$	67,169	P \$	76,116	P \$	85,702	P \$	98,516
		Q \$	68,170	Q \$	77,312	Q \$	87,106	Q \$	100,179
		R \$	69,184	R \$	78,508	R \$	88,514	R \$	101,838
				S \$	79,705	S \$	89,917	S \$	103,493
						T \$	91,326	T \$	105,158

**Table B: 2019-2020 Full-time Faculty Salaries**

<u>INSTRUCTOR I</u>		<u>INSTRUCTOR II</u>		<u>ASSISTANT PROFESSOR</u>		<u>ASSOCIATE PROFESSOR</u>		<u>PROFESSOR</u>	
A \$	47,148	A \$	54,161	A \$	60,952	A \$	68,180	A \$	78,065
B \$	48,091	B \$	55,244	B \$	62,171	B \$	69,544	B \$	79,626
C \$	49,536	C \$	56,906	C \$	64,041	C \$	71,637	C \$	82,023
D \$	50,270	D \$	57,748	D \$	64,991	D \$	72,702	D \$	83,243
E \$	51,018	E \$	58,609	E \$	65,959	E \$	73,786	E \$	84,484
F \$	51,508	F \$	59,175	F \$	66,592	F \$	74,498	F \$	85,294
G \$	51,756	G \$	59,462	G \$	66,920	G \$	74,860	G \$	85,717
H \$	52,255	H \$	60,040	H \$	67,565	H \$	75,580	H \$	86,549
I \$	52,772	I \$	60,622	I \$	68,226	I \$	76,322	I \$	87,390
J \$	53,340	J \$	61,340	J \$	69,099	J \$	77,368	J \$	88,652
K \$	54,171	K \$	62,360	K \$	70,318	K \$	78,802	K \$	90,371
L \$	55,008	L \$	63,382	L \$	71,539	L \$	80,242	L \$	92,019
		M \$	64,412	M \$	72,762	M \$	81,673	M \$	93,714
		N \$	65,431	N \$	73,981	N \$	83,110	N \$	95,408
		O \$	66,460	O \$	75,196	O \$	84,546	O \$	97,099
		P \$	67,484	P \$	76,419	P \$	85,981	P \$	98,790
		Q \$	68,512	Q \$	77,638	Q \$	87,416	Q \$	100,486
		R \$	69,533	R \$	78,858	R \$	88,848	R \$	102,183
				S \$	80,078	S \$	90,284	S \$	103,875
						T \$	91,715	T \$	105,563

**NOTES:**

- 1) Salaries quoted are for services rendered during the academic year of two (2) full semesters as determined by the Board of Trustees when establishing the calendar for the College year.
- 2) The step salary schedule refers only to the academic year indicated. Advancement of one or more steps on the salary schedule in any academic year is based upon the criteria set forth in Article XIV of this Joint Resolution, the salary implementation procedures provided below and the Board's determination in any academic year as to whether sufficient funds are available to provide for any increases.
- 3) The steps are placement positions for individual full-time faculty members and placement on any step does not necessarily relate to years of service with the College.
- 4) Upon promotion, a full-time faculty member from one academic rank to a higher rank, the faculty member will be placed at the salary step in the rank to which he or she has been promoted, that is closest to, but not less than, in actual dollar salary amount, the pre-promotion salary of the promoted faculty member. In no instance shall a promoted faculty member receive less than he or she would have received in his or her current rank if the faculty member had not been promoted, but instead had received any applicable movement or adjustment increase in his or her current rank.
- 5) Full-time faculty will receive a copy of the faculty workload sheet by the end of the 2nd week the class or classes is/are scheduled to meet. The workload sheet shall

include assignments of regular load, overload and non-instructional release time assignments. Payload for LEF assignments are set by the end of the drop/add period. In the event a course or courses is/are added or deleted from the original workload sheet, the faculty member is to receive a revised copy in a timely manner to reflect accurate workload. \*All assignments for overload are still required to be submitted to meet the Human Resources/ Payroll deadlines established by the College.

**ARTICLE XVI - OVERLOAD COMPENSATION FOR FULL-TIME  
FACULTY**

**For Standard Credit Hour Courses**

<b>Faculty Rank</b>	<b>Rate Per Semester Credit Hour</b>	<b>Rate Per Semester Contact Hr. or Equiv.</b>
	<b>Fall 2018</b>	<b>Fall 2018</b>
8Instructor I	\$655	\$436
Instructor II	717	477
Assistant Professor	822	548
Associate Professor	954	632
Professor	1069	712

**NOTES:**

- (1) Full-time faculty will be compensated for overload teaching during the regular academic year on the basis of the rates established above, in accordance with their regular academic rank. These rates shall apply from the beginning date through the ending date of the academic year.
- (2) Services other than instruction will be remunerated on the basis of one (1) credit hour for each one full week’s work, defined as forty (40) clock hours.
- (3) Full-time faculty on overload are expected to be available for additional scheduled hours on campus for student conferences, above and beyond normal weekly campus hours.
- (4) Full-time faculty will be paid either on a semester credit hour or on a semester contact hour (or equivalent) basis, whichever results in greater total compensation for a given course.

**ARTICLE XVII - SALARY RATES FOR EXTENDED/SUMMER  
TIME FOR FULLTIME FACULTY**

**For Standard Credit Hour Courses**

<b>Faculty Rank</b>	<b>Rate Per Semester Credit Hour</b>	<b>Rate Per Semester Contact Hr. or Equivalent</b>
	<b>Summer 2019</b>	<b>Summer 2019</b>
Instructor I	\$695	\$465
Instructor II	822	552
Assistant Professor	975	650
Associate Professor	1115	746
Professor	1271	846

**NOTES:**

- 1) Full-time faculty teaching standard credit-hour course in the regular summer session or on extended time assignments during that time will be compensated on the basis of the rates established above, in accordance with their regular academic rank.
- 2) Services other than instruction will be remunerated on the basis of one credit hour for each one full week's work, defined as forty (40) clock hours.
- 3) Full-time faculty teaching standard credit-hour courses in the regular summer sessions are expected to be available for an appropriate number of scheduled hours on campus for student conferences. In addition, they are expected to provide other services to the department, campus or College for student advising.
- 4) Full-time faculty will be paid either on a semester credit hour or on a semester contact hour (or equivalent) basis, whichever results in higher compensation for a given course.
- 5) Full-time faculty who teach or who are on extended time assignments between the end of the academic year and the start of the regular summer session will be compensated on the basis of the rates established for the current fiscal year.

- 6) Full-time faculty will receive a copy of the faculty workload sheet by the end of the 2nd week the class or classes is/are scheduled to meet for extended time /summer term. The workload sheet shall include extended/summer teaching assignments and non-instructional release time assignments. Payload for LEF assignments are set by the end of the drop/add period. In the event a course or courses is/are added or deleted from the original workload sheet, the faculty member is to receive a revised copy in a timely manner to reflect accurate workload. \*All assignments for extended/summer term are still required to be submitted to meet the Human Resources/ Payroll deadlines established by the College.

## **ARTICLE XVIII – SELF DIRECTED LEARNING AND HONORS PROJECTS/CONTRACTS**

A. Compensation for courses authorized and assigned by the College as independent study will be compensated at a rate equal to the tuition cost of one (1) in-district credit hour per student not to exceed the appropriate regular overload or summer rate per credit hour for a regular course.

B. Compensation for honors projects and/or honors contracts as authorized and assigned by the College will be compensated at a rate equal to the tuition cost of one (1) in-district credit hour per student.

C. The maximum number of students that may enroll in an SDL section is 3 students. SDL will allow a faculty member to work with an individual student or small group of students (3 or less). This format allows a student to work independently under the guidance of the assigned faculty member.

D. In non-SDL courses, where enrollment is below the minimum threshold set by the College, and the College makes the decision to offer the course, the LEF formula will be used to compensate the faculty member and not the SDL rate.

## **ARTICLE XIX - EMPLOYEE INSURANCE AND ANNUITIES**

### **Health Insurance**

Full-time faculty may participate in the health, dental care, life insurance, and long-term disability plans in existence for all employees of the College. The amount and extent of said benefits shall be governed by the appropriate contracts entered into between the College and its insurance carriers. Participation in the insurance plans shall be voluntary on the part of each individual faculty member.

In addition, full-time faculty may participate in accidental death, dismemberment insurance for faculty, spouse and eligible dependent child. The College provides a selection of companies for tax-deferred savings under IRS regulations.

## **ARTICLE XX - FACULTY PROMOTION IN ACADEMIC RANK**

The College will provide for a system of promotion in academic rank as a means of recognizing the accomplishments and contributions of faculty members. Promotion will not be automatically attained through length of service or by the accumulation of degree and graduate credits. It must be earned through outstanding service to the students of the College.

It is the responsibility of the Chancellor, after consultation with appropriate staff members, to establish administrative procedures which will provide for effective and fair methods for screening faculty members who are eligible for promotion in academic rank, based upon the following guidelines:

- A. A faculty member may be considered for promotion if he/she meets the minimum qualifications for the academic rank for which he/she is a candidate and if he/she has served or will have served at least three (3) years in his/her current rank. A faculty member must have previously achieved continuing status to be considered eligible to apply for promotion.
- B. Weighted criteria to be used in judging the relative merit of candidates for promotion include:
1. Teaching, instructional resources, and/or counseling effectiveness; sixty (60) percent
  2. Professional growth and development; fifteen (15) percent
  3. Contributions to department or division activities; ten (10) percent
  4. Contributions to campus and College-wide activities; ten (10) percent
  5. Participation in community activities; five (5) percent.
- C. Evaluation methods may include self-evaluation, student evaluation, peer evaluation and administrative evaluation.
- D. Individual faculty members will be responsible for making available all pertinent documents that may have a bearing on their promotion for possible inclusion in their promotion binder.
- E.
1. Candidates for promotion to Assistant Professor will be reviewed by appropriate administrative staff.
  2. Candidates for promotion to Associate Professor will be reviewed by appropriate administrative staff and by the appropriate Division committee. The Association shall have the right to appoint one non-voting member to each Division committee. The Association representative must be from the same campus and division.
  3. The CCAO/CCSAO will forward their recommendations to the Chancellor.
- F. Divisional and campus promotion committees will be utilized for review of candidates for promotion to full Professor. The Committee report will list candidates for promotion in rank order of promotion points. The CCAO, after reviewing the Committee report and the recommendations of each candidate's Dean /CCSAO, will submit his/her own recommendation to the Chancellor. The CCAO also will forward the Committee report and the Dean's/CCSAO recommendations to the Chancellor.
- G. The campus promotion committee report is advisory. The reports of both the Division and Campus committees will receive due consideration by the CCAO. CCAO, Deans, and the CCSAO are free to make recommendations for promotion which do not reflect the rank order of candidates reported by the Committee.
- H. The Chancellor, after reviewing the recommendations from the CCAO, will forward his/her recommendations to the Board. All levels of recommendations shall be

available to the Board for their review. The Board will consider those candidates recommended by the Chancellor and will act on the promotion recommendations.

- I. All candidates will be notified and informed of their summary evaluation and status. This information includes the faculty promotion evaluation summary form and copies of the letters of recommendation from CCAO/CCSAC and Dean.

## **ARTICLE XXI - DUES AND PAYROLL DEDUCTIONS**

The College honors written requests for payroll deduction from wages on a monthly basis. Further, as long as the NEA is recognized as the representative of the full-time faculty of the College, the following procedures will be in effect:

- A. The College shall deduct from the pay of each faculty member, all current membership dues and fees of the NEA , provided that at the time of such deduction there is in the possession of the College a valid, unrevoked continuing membership or equivalent payment written authorization form, signed by such faculty member, and expressly authorizing such deductions. The NEA shall provide the College with the executed authorization forms for the faculty members, specifying the amount of dues to be deducted from the salary of each faculty member signing such dues deduction form for the current academic year.
- B. Faculty members who wish to drop their membership must do so by notifying the NEA Membership Chair no later than October 10<sup>th</sup> of any membership year. If a faculty member fails to do so, he/she must continue to pay dues until the next official drop date administered through the MO NEA office (which is approximately every two months). The NEA Membership Chair shall be responsible for notifying the College payroll office to discontinue payroll deduction for that member effective at the beginning of next payroll period. The College payroll officer is to refer any faculty who may wish to drop their membership to the NEA Membership Chair who will execute the necessary forms and notify the payroll department no later than ten (10) calendar days prior to the faculty pay date. The payroll department is not authorized to execute such a request from a faculty member directly and shall only stop deductions upon proper notification from the NEA Membership Chair.
- C. The College shall endeavor to remit all amounts appropriately deducted to the treasurer of the NEA within fifteen (15) working days after such deductions are made. The NEA shall indemnify and hold the College and its authorized representatives harmless against any and all claims, demands, suits, or other forms of liability that may arise from or by reason of action taken by the College for the purpose of complying with the terms of this Dues and Payroll Deduction provision, or in reliance upon any list, notice, assignment or deduction form furnished by the NEA pursuant to this provision.
- D. The written and executed dues deduction form shall remain in effect from year to year, unless revoked in writing by the respective faculty member. Upon written receipt of a revocation, the College shall so notify the NEA Membership Chair in writing. The revocation shall be implemented in the payroll period following the payroll period in which the revocation notice is received by the College.

- E. The College will honor a faculty member's written request to make a payroll deduction from wages on a monthly basis and pay over said deductions to a designated organization for the following categories of organizations:
1. United Way of Greater St. Louis;
  2. Arts and Education Fund of Greater St. Louis;
  3. Any organization which has been selected as an exclusive bargaining agent by the faculty of the College, pursuant to Missouri law and in an election recognized by the College; and
  4. Any professional organization for which at least seventy-five (75) full-time faculty make a written request for a payroll deduction from their wages for periodic payment to such organization.

## **ARTICLE XXII - PAID LEAVES OF ABSENCE**

### **A. Sabbatical Leaves - Full-Time Faculty**

1. Sabbatical leaves may be applied for and may be granted to members of the full-time faculty who will have completed at least six (6) years of full-time service with the College prior to the beginning of the requested sabbatical. The Board of Trustees may limit the number of such leaves for any given academic year when conditions warrant, but normally the number of sabbatical leaves authorized for the next academic year shall not exceed five (5) percent of the number of full-time faculty employed as of the start of each current academic year. Unless unusual circumstances exist, the Board of Trustees shall consider the Chancellor's recommendations for sabbatical leaves to be granted for the next academic year at its regularly scheduled meeting during the month of January.
2. The purpose of sabbatical leave is to provide opportunities for individual professional development, retraining, growth and/or education if such leave activities will benefit the College and serve to revitalize the individual.
3. Sabbatical leaves may be granted either for one semester at full pay or for one academic year at half pay or fifteen (15) hours spread over two (2) summers. Pay for summer sabbatical will be determined by the summer pay schedule of the academic year in which the sabbatical was granted. All of an individual's summer sabbatical will count as part of the total College allotment in the first year of the summer sabbatical. No additional sick leave or seniority will accrue during summer sabbaticals. No part-time teaching or other service for compensation shall be engaged in during such sabbatical leave unless it is approved by the CCAO/CCSAO or where it is part of the approved purpose of the leave. In those cases when sabbatical leaves are granted in which such service for compensation is involved, the amount earned from outside sources shall be deducted in proportion from the amount of normal compensation, including standard overload, paid by the College, up to but not beyond the total annual salary paid by the College.

Fellowships or other assistance in research may be accepted without any loss of sabbatical leave pay provided the request for leave fully sets this forth as part of the application.

4. Faculty members who receive sabbatical leaves have a contractual obligation to return and to provide normal services for at least one academic year after the leave is completed. Release from such contractual obligation, if requested, may be granted by the Board of Trustees. In most instances where a request is made, release from the contractual obligations will be granted only under unusual circumstances, and the faculty member would be expected to reimburse the College for all compensation received from the College during the sabbatical leave period.
5. Faculty members who receive sabbatical leaves shall upon their return, present reports regarding the use and effectiveness of their leave. They may apply for additional sabbatical paid leaves which would commence after at least six (6) years of full-time service subsequent to their return from the previous sabbatical leave.
6. Full-time faculty on sabbatical leave shall continue to receive all fringe benefits when permitted by the carrier(s), under the same conditions as though they were not on sabbatical leave.
7. Medical leave days shall accrue under the same conditions as though the full-time faculty member were not on sabbatical leave, except summer.
8. When a full-time faculty member is on sabbatical leave, he/she shall retain his/her full-time faculty status for the purpose of placement on the salary schedule for the next academic year.
9. Contributions to the Public School Retirement System of Missouri shall continue as they normally would for the full-time faculty member on sabbatical leave including summer sabbatical.
10. Salary payment due faculty on sabbatical leave shall be made the same as full-time faculty.

B. Medical Leave

Whenever any full-time faculty member is compelled to be absent from duty due to temporary medical disability, illness or injury, he/she shall be allowed full compensation for accrued medical leave. Faculty may accumulate medical leave at the rate of 1.2 days or 9.6 hours per month worked for a maximum of twelve (12) days per calendar year.

Faculty may accumulate the unused portion of medical leave up to a maximum of one hundred fifty (150) days or twelve hundred (1200) hours. No payment will be made to any staff member for time accrued upon termination of employment.

Faculty may also receive full compensation for accrued medical leave when he/she is compelled to be absent from duty due to temporary medical disability, illness or injury of a member of his/her immediate family. Members of the immediate family are defined as: mother, father, foster parents, husband, wife, son, daughter, brother or sister, grandparents,

current mother-in-law or current father-in-law, or any relative living in the immediate household.

Medical leave and leave accrual balances will apply to full-time faculty members who were under contract the previous academic year and have accepted a contract for the succeeding academic year and who are employed part-time during the summer sessions. A faculty member may, therefore, use his/her accumulated medical leave during the summer employment and overload period in the same manner as he/she would during the regular academic year.

Medical accrued leave balance will apply to overload. Overload classes missed will be charged four (4) hours of medical leave for each class missed; however, the maximum medical leave charge per day including regular and overload assignments missed shall be no more than eight (8) hours per day. If the faculty member has no accrued medical/personal leave, the faculty member will relinquish pay for any overload class missed.

C. Personal Leave

Personal leave may be granted faculty members for a variety of personal reasons.

An employee may use up to four (4) days per fiscal year (July 1 through June 30) for personal reasons. Such days will be deducted from the employee's accumulated medical leave. A faculty member who has completed at least ten (10) consecutive years of full-time contractual service will accrue and may use one (1) additional day per year (for a total of 5 days) for personal reasons; such day will be deducted from the employee's accrued leave balances.

D. Bereavement Leave

Faculty members are entitled to four (4) days of absence without loss of salary for the death of any member of his/her immediate family, as defined under paragraph B "Medical Leave" above.

E. Jury Duty/Subpoena

In the event that any faculty member shall be summoned as a juror or subpoenaed as a witness in any judicial proceeding, he/she shall suffer no loss of pay from the College for his/her necessary absence from his/her employment.

## **ARTICLE XXIII - UNPAID LEAVES OF ABSENCE**

A. Military Leave of Absence

Military Leave of Absence will be granted by the College to any full-time faculty member who enters the active military service, including National Guard or Reserve Duty or training

and examination for military fitness. The faculty member will be reinstated by the College in the position held prior to taking such leave, or to a position of like seniority, status and pay, if all eligibility criteria for re-employment rights are met (Title 38 U.S. Code, Sections 2021, et seq., and Section 40.490 RSMo), unless the College's circumstances have so changed as to make it impossible or unreasonable to do so.

The time served in military service shall be included as years of service for retirement purposes, and for those employees released from military training or service on or after December 3, 1974, the time served shall be included as years of service for retirement and seniority purposes.

Military Leaves of Absence shall be unpaid, except in the following circumstances: Full-time faculty members who are members of the National Guard or of any Reserve component of the Armed Forces of the United States, shall be entitled, if required in accordance with applicable law, to a leave of absence without loss of time, pay, regular leave, or of any other rights or benefits for all periods of military duty or training in the service of the State at the call of Governor, regardless of length of time of such service, and for military duty in the service of the United States for a period not to exceed fifteen calendar days in any Federal fiscal year (October 1 to September 30). Before any payment of salary is made covering the period of leave, the full-time faculty member shall submit certification from the faculty member's commanding officer of performance of duty pursuant to official orders.

B. Legislative Leave

A faculty member who is elected to the General Assembly of Missouri shall be entitled to an unpaid leave of absence for the entire semester in which the General Assembly is in session. Time service shall count toward accumulated seniority.

C. Prolonged Illness

In the event of prolonged illness, a leave of up to three (3) calendar years may be granted by the Board of Trustees to a faculty member with continuing status. In the event of prolonged illness, probationary faculty may be granted a leave by the Board of Trustees, not to exceed one (1) semester.

D. Other Unpaid Leaves

Other leaves may be granted to staff members by the Board of Trustees, upon recommendation of the Chancellor, and shall be without compensation. Such leaves shall not exceed one (1) calendar year in duration except that in cases of emergency, the Board may consider requests for longer periods.

### Benefits During Leave

During a full-time faculty member's approved leave of absence, the benefits program may be continued, if he/she so elects, at the full expense of the staff member, for up to one (1) calendar year in accordance with College policy in effect at the time of the leave. Staff on military leave of absence or prolonged illness leave may continue benefits during the leave. No College funds will be expended except in the case of sabbatical leaves where staff members concerned are given the same consideration as any other contractual employee.

#### E. Visiting Professor/Artists

College faculty who had approved appointments at other institutions or businesses shall have future salary increase as though they were on the College Staff.

## **ARTICLE XXIV - RETIREMENT**

#### A. Voluntary Early Retirement Incentive Plans

Whenever the College may deem it to be in the best interests of the institution to offer a voluntary Early retirement Incentive Plan, full consideration will be given to full-time faculty and the College will seek input from the Association with regard to any plan which might be applicable to full-time faculty prior to plan implementation.

#### B. Retirement Privileges

Emeritus staff are those staff who have retired after ten (10) years of service to the College and are eligible to receive a retirement allowance from the Public School Retirement System of Missouri. The following privileges are available to emeritus staff:

1. Staff parking privileges at all locations upon securing a valid parking sticker as is required of staff members.
2. Library privileges at College libraries.
3. Emeritus staff may continue the College group medical insurance upon retirement as long as the retiree is receiving or is eligible to receive retirement benefits under The Public School Retirement System of Missouri. The emeritus staff member selecting such insurance must pay the full costs involved. The College dental insurance does not permit extension of dental coverage.
4. Emeritus staff members, dependents, and spouses will have available maintenance fee waivers for courses at the College.

**ARTICLE XXV - EMPLOYMENT OF FAMILY MEMBERS AND EDUCATIONAL BENEFITS FOR EMPLOYEES AND EMPLOYEES' FAMILIES**

- A. All officers and full-time employees of the College and their immediate families may attend courses offered by the College without payment of either tuition or maintenance fees provided, however, that individuals shall be subject to the same rules, regulations and entrance requirements as the regular students of the College. Immediate family members shall include the spouse of any such officer or full-time employee and any dependent child or children of any said officer or full-time employee as the term dependent is defined by the Internal Revenue Code of the United States.

Immediate family of deceased full-time employees who serve with the College at least ten (10) years may attend courses offered by the College without payment of either tuition or maintenance fees - provided, however, that all individuals shall be subject to the same rules, regulations and entrance requirements as other students.

- B. Family members of faculty may be employed by the College except that faculty shall neither directly initiate, participate in or influence College decisions involving a direct benefit (initial appointment, retention, promotion, salary, leave of absence, etc.) to members of their immediate families. Members of the immediate family are defined as mother, father, foster parents, husband, wife, son, daughter, brother, sister, or any other person generally considered to be a member of the immediate household.

**ARTICLE XXVI - FACULTY GRIEVANCE PROCESS**

- A. Purpose

The purpose of the Faculty Grievance Process is to secure, at the lowest possible administrative level, prompt and equitable solution to individual grievances of members of the faculty.

- B. Definitions

1. Grievance -- A "grievance" is a claim by one or more faculty members that he/she/they has or have suffered injury or damage because of a misinterpretation, misapplication, or violation of a provision of this Joint Resolution, or any relevant Board Policies, or relevant Administrative Procedures, rules or regulations that may be otherwise directly applicable to the wages, hours and working conditions of faculty members.
2. Grievant -- A "grievant" is the individual faculty member or members filing a grievance. Multiple grievances filed simultaneously over a common occurrence or event may be processed in a joint action.
3. Working Day -- A "working day" means a calendar day except a Saturday, Sunday, a scheduled holiday or recess observed by the College. The aggrieved party reserves the

right to initiate in the Fall any grievances which occur after the conclusion of the Spring semester.

4. **Advisor/Representative** -- The grievant's "advisor/representative" shall be the person selected by the grievant to provide advice, support, consultation and representation at any point during the grievance process. A grievant may select the Association's grievance representative as his or her "advisor/representative", and no faculty member may be required to discuss any formal written grievance if he or she requests the presence of such representative and the representative is not then available. The grievant may have more than one "advisor/representative" present at any hearing, commencing at Step 3 of the grievance procedure, if he or she so requests. The MNEA Uniserv Director may attend any grievance conference with the permission of the grievant.

C. Steps in Grieving

Any grievance shall be presented through the following procedure although it is recommended that the grievant discuss issues informally within the department and/or with the appropriate immediate administrator before filing a formal written grievance. In any informal meeting of an investigative nature between a faculty member and an administrative representative, in which the administrator is seeking information in order to impose discipline, the faculty member shall have the right to be accompanied by an —advisor/representative. The informal process is considered concluded after no more than five (5) working days unless an extension is mutually agreed upon.

**STEP 1** -- Within twenty (20) working days after the event or occurrence giving rise to the alleged grievance, or within twenty (20) working days from the date on which the faculty member should have reasonably known of its occurrence, or within twenty (20) working days from the conclusion of the informal attempt at resolving the grievance, the grievant shall present the grievance in writing to his/her appropriate immediate administrator. The statement of grievance shall include:

- a) The name of the aggrieved party,
- b) A statement of the facts upon which the grievance is based,
- c) Identification of all provisions of this Joint Resolution, or other relevant Board Policy or relevant Administrative Procedure alleged to be violated,
- d) The date on which the event or occurrence first occurred,
- e) The date of the initial submission of the grievance in writing,
- f) Such other information which the grievant deems relevant, and
- g) The remedy or relief requested.

The administrator shall hold a conference with the grievant within five (5) working days after receipt of this grievance, conduct an investigation and render a decision to the grievant in writing within ten (10) working days after the conference.

**STEP 2** -- In the event the aggrieved party is not satisfied with the decision at Step 1, he/she may within five (5) working days of receiving the decision, present an appeal in writing to the

CCAO/CCSAO. With this appeal shall be included a copy of the original grievance and the reply received in Step 1.

CCAO/CCSAO or an authorized representative shall hold a conference with the grievant within five (5) working days after receipt of the appeal. Participants in the conference will include the CCAO/CCSAO or his/her authorized representative, the grievant, the appropriate administrator(s), the grievant's advisor/representative, and such other persons as requested by either the administration or the grievant. The CCAO/CCSAO or the authorized representative shall render a decision and the reasons for that decision, in writing, within ten (10) working days after the conference.

**STEP 3** – In the event the aggrieved party is not satisfied with the decision at Step 2, he /she may within five (5) working days of receiving the decision request that the parties request grievance mediation from the Federal Mediation and Conciliation Service (FMCS) in order to try to resolve the matter for a grievance that does not constitute a contested case as defined by section 536.010(2) RSMo.

- A. In the event the aggrieved party is not satisfied with the outcome from Federal Mediation and Conciliation Service (FMCS), he/she may within five (5) working days from the final mediation session present an appeal in writing to of the Head Human Resources. With this appeal shall be included a copy of the original grievance and the replies received in steps 1 and 2. The Head of Human Resources shall hold a conference with the grievant within five (5) working days after receipt of the appeal. Participants in the conference will include the Head of Human Resources, the grievant and the grievant's advisor/ representative. The Head of Human Resources shall render a decision and the reasons for that decision, in writing, within ten (10) working days after the conference.
- B. When a grievance would otherwise constitute a contested case (normally a dismissal case) as defined by section 536.010(2) RSMo, and the aggrieved party is not satisfied with the decision at Step 2, the grievance appeal will be considered by the Chancellor. Within ten (10) working days after receipt of the appeal, the Chancellor or an authorized representative shall hold a conference. Participants in a conference may include the Chancellor or authorized representative, the CCAO/CCSAO and the grievant and may include the appropriate administrator(s); the grievant's advisor/representative, and such other persons requested by either the administration or the grievant. The Chancellor or authorized representative shall render a decision to the grievant, in writing, within ten (10) working days after the conference.

**STEP 4** -- In the event the grievant is not satisfied with the outcome at Step 3, the aggrieved party must submit an appeal in writing to the Board of Trustees within seven (7) working days from the decision in Step 3. With this appeal shall be included a copy of the original grievance and the findings received in Steps 1, 2, and 3 and such other statements or information which the grievant deems relevant. The Board of Trustees shall acknowledge and review the grievance materials within 30 days of receipt. The outcome of the Board's deliberations will be made known to both parties. Based on the outcome of the Board's deliberations the grievant may begin the binding arbitration process within ten (10) working days of notification from the Board of Trustees.

- A. For a grievance that does not constitute a contested case as defined by section 536.010(2) RSMo., an impartial arbitrator will be selected by mutual agreement of the College and the

Union. In the event that the parties are unable to agree upon an impartial arbitrator within ten (10) days of their effort to do so, then a joint written request will be submitted to the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names of persons to serve as such arbitrator. The parties, by alternately striking names, shall select the impartial arbitrator to hear the grievance. Practicing advocates of either labor or management shall not be selected as arbitrators. The College and the grievant or Association may each reject one panel of arbitrators from the FMCS and request a new panel.

The arbitrator shall hold a hearing within a reasonable time after being appointed but, in no event, more than thirty (30) working days from appointment or such time as may be mutually agreed by the parties. The arbitrator shall prescribe the hearing procedure and the hearing shall be held as agreed upon by the grievant and the administration or if no agreement can be reached, as specified by the arbitrator. The arbitrator shall issue a decision, in writing, no later than thirty (30) working days from the end of the hearing or such time as may be mutually agreed by the parties.

The decision of the arbitrator will be final and binding on both parties. All expenses of the hearing (including compensation of the arbitrator) will be borne equally by the College and the Union. If the grievance involves an alleged violation of any section or sections of this Resolution, the arbitrator shall be authorized to interpret such section or sections, but he/she shall have no authority to make a decision and award 1) contrary to, or inconsistent with, or modifying or varying in any way terms of Policy or Procedures, or 2) limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law or 3) add to, subtract from, or in any way change or modify the terms of the Joint Resolution.

B. When a grievance would otherwise constitute a contested case (normally a dismissal case) as defined by section 536.010(2) RSMo, the Board of Trustees will conduct a hearing on the grievance. The Board will notify the employee and the Union of its decision, in writing within ten (10) working days from the date of such decision.

C. Failure to Render a Decision or to Appeal

Failure to render a decision at any step of this procedure within the specified time limits shall permit the grievance to proceed to the next step.

Failure of the aggrieved party to appeal a decision at any step within the specified time limits shall constitute a termination of the grievance.

The time limits specified in this policy may be extended by mutual consent, evidenced by written agreements including electronic communications.

D. Grievance Level

The initial filing of the grievance should occur at the lowest appropriate administrative level at which a recommendation or action has been initiated or occurred leading to the

grievance.

E. No Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against a faculty member because of his/her participation in this grievance process.

F. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate confidential grievance file and shall not be kept in the personnel file of any of the participants.

G. Meetings and Hearings

All meetings and hearings under this process shall not be conducted in public and shall include only the parties and their designated representative(s) (which may include counsel), as well as necessary witnesses. All meetings or hearings will be scheduled at a mutually agreeable time and place.

H. Withdrawal of Grievance

A grievance may be withdrawn, in writing, at any time without prejudice or precedent.

I. Complaints of Discrimination

This Faculty Grievance Process shall be applicable for resolution of complaints of discrimination as prescribed by the Rules and Regulations of the following Acts: Fair Labor Standards Act of 1938; Equal Pay Act of 1963; Title VII of the 1964 Civil Rights Act; Executive Order 11246, 1964; Age Discrimination in Employment Act of 1967, as amended; Title IX of the Education Amendment of 1972; Section 504 of the Rehabilitation Act of 1973.

J. Cooperation

The Board and the Administration shall cooperate with the Association in its investigation of any grievance and, further, will furnish the Association with such relevant non-confidential information as is requested and as is reasonably necessary for the processing of any grievance.

## **ARTICLE XXVII - REDUCTION IN FORCE**

\* Before any College communication is released related to a possible RIF, NEA Leadership will be consulted.

A. Before reduction in force notification is given to specific faculty members, the administration will consider alternatives to layoff. These alternatives include but are not necessarily limited to:

1. Use of release time assignments as part of load.
2. Normal faculty attrition.
3. Voluntary early retirement.
4. Splitting of a full workload assignment between two or more campuses.
5. Transfer to another campus where the administration has formally identified that a vacant position exists.
6. Use of sabbatical leaves.
7. Termination or layoff of probationary faculty.
8. Non-employment of part-time faculty.
9. Reduction of overload assignments.

The application of the above alternatives must be feasible, must insure instructional viability, and must consider program continuity, instructional specialization, affirmative action and staffing guidelines.

B. If, in the judgment of the administration, it is necessary to decrease the number of continuing status faculty at any campus because of: 1) financial considerations, 2) a decrease in student enrollment, or 3) program reduction, consolidation, or elimination, the necessary number of full-time faculty may be placed on layoff status without pay. The following criteria will be applied:

1. Subject to program continuity and instructional specialization, considerations and limits established by staffing guidelines, part-time and probationary staff will be terminated first.
2. Within the limits of program continuity and instructional specialization, continuing status faculty will be laid off on the basis of district seniority within a discipline. Service is determined by the initial date of full-time employment. Seniority procedures are outlined in section C of this article.

## B2A. Service:

Service is defined as accumulated continuous length of full-time employment as determined from the initial date of full-time hire (employment). Temporary faculty who move to permanent positions without a break in service will receive service credit from their original date of full time employment, but will be on probationary status.

- Full-Time faculty Seniority is a subset of service. Seniority is only applicable in conditions associated with RIF. As defined in Article XXVII Section B.2.
  - Temporary Faculty (Article IX, Section A.3) who immediately and successively move to permanent full-time faculty positions will receive seniority credit for only academic year semester(s) (either one or both) contiguously adjoining permanent full-time faculty employment, but will be on probationary status.
  - Seniority accrues by discipline. Full-time faculty will begin their seniority anew whenever they change into a new discipline and will permanently forego any/all seniority in their former discipline. Full-time faculty will only hold seniority in one discipline.
3. Affirmative action considerations will be taken into account to modify the seniority principle when it appears to be necessary in the judgment of the administration.
  4. Continuing-status faculty members placed on layoff will be placed on a recall list on the basis of reverse order of layoff and recalled in accordance with the instructional needs of the campus, up to the end of three (3) years after layoff.
  5. Notice of reduction in force will be given in writing to continuing-status full-time faculty members no later than December 15 if the contract appointment expires at the end of that academic year or, if a contract terminates during an academic year, at least four (4) months in advance of its termination. The administration will attempt to give earlier notice where it is judged by them to be feasible. Notification will include a statement of the condition which led to the reduction in force.
  6. Notice of recall will be given by certified mail to the last known current address of the faculty member. If the faculty member fails to respond within fourteen (14) calendar days from receipt of the recall notice, he/she will be considered to have refused the position offered. At the written election of the faculty member, future recall rights shall be waived.
  7. Failure to accept alternatives to layoff, if offered, will not jeopardize the laid off faculty member's recall rights or place on the recall list.
  8. RIFed faculty retain rights to use campus facilities, obtain parking permits, tuition waivers, and insurance benefits at their own cost so long as they are on the recall list. They shall have priority for any part-time work for which they are qualified anywhere in the District.

9. The College will provide the laid off faculty assistance in seeking alternative employment. Such assistance will include preparation and printing of resumes, and information regarding health insurance continuation.

**C. (NOTE: This language was moved from AP D.17 into the contract.)**

- Seniority will continue to accrue during all paid leaves of absence and during periods of layoff.
- Seniority will not be accumulated for part-time or pro-rata faculty employment.
- Seniority accumulation will be broken by termination from the College. In such cases, the latest appointment date of full-time continuous service will be used for calculating seniority.
- Only the contractual academic year semesters will be used to determine accumulated seniority.
- Seniority will be computed to the nearest accumulated semester of continuous full-time service. Any break in eligible employment during the semester, either in full or in part, will disqualify that semester from seniority accumulation.
- While the continuing faculty list is in seniority order by discipline on a district-wide basis, seniority accumulation is calculated on the basis of full-time continuous service to the College.
- The December 1 seniority listing will include the fall semester of the year in which the list is published.
- Temporary faculty who move to permanent full-time faculty positions with no break in service will receive service credit from their original date of full-time employment, but will be on probationary status as service credit from their original date of full-time employment.
- For purposes of “seniority,” temporary faculty (\*Refer to Article IX A-3) who immediately and successively move to permanent full-time faculty positions will receive credit for only contractual academic year semesters (either or both) contiguously adjoining permanent full-time employment, but will be on probationary status as outlined above.
- All faculty who change disciplines cannot hold seniority in more than one discipline. Faculty may only hold seniority in one discipline. Full-time faculty will begin their seniority anew whenever they change into a new discipline and will permanently forego any/all seniority in their former discipline.

Additional seniority ties may result from (a) downward movement on the seniority list or (b) upward movement on the seniority list due to reinstatement of accumulated seniority credit for administrative service performed. In those cases, seniority will be determined as follows:

1. Faculty members moving down the seniority list into a tie with a single incumbent of a particular seniority level will be considered tied on the seniority list.

2. Faculty members moving down the seniority list into a tie with a group of incumbents of a particular seniority level who had previously developed seniority rank by the drawing of lots will be considered tied with the highest faculty member ranked in that seniority grouping.
3. Faculty members moving up the seniority list into a tie with a single incumbent of a particular seniority level will be considered tied on the seniority list.
4. Faculty members moving up the seniority list into a tie with a group of incumbents of a particular seniority level who had previously developed seniority rank by the drawing of lots will be considered tied with the lowest faculty member ranked in that seniority grouping.

All seniority ties will remain in effect unless and until the department is subject to reduction in force action. At such time all seniority ties within that department will be broken by the drawing of lots.

### **ARTICLE XXVIII – NON-RENEWAL OF CONTRACT**

At the discretion of the College, probationary full-time faculty may be subject to non-renewal of contract. Notice of non-renewal of a probationary faculty member's contract must be given in writing by the Chancellor no later than sixty (60) days prior to the termination of the probationary member's contract. Notice of non-renewal of a continuing faculty member's contract must be given no later than December 15 if the contract expires at the end of the year or, if the contract terminates during an academic year, at least four (4) months in advance of its termination.

### **ARTICLE XXIX - DISMISSAL**

Faculty members may be discharged during the term of contract for one or more of the following causes: non-professional conduct; dishonesty or fraud; incompetency in the line of duty; violation of Board Policies; conviction of a felony; physical or mental incapacity which prevents the employee from carrying out his/her assigned duties; or, failure to comply with the terms and conditions of the written contract between the College and the employee.

Pending the final grievance action, a faculty member may, at the discretion of the Chancellor, be relieved of his/her duties or any part thereof, but without penalty as to pay.

### **ARTICLE XXX - RESIGNATIONS**

Faculty are expected to fulfill obligations for the entire length of the contract. Staff who leave during the contract term will not resign in good standing unless such resignations are due to unusual circumstances and approved by the Chancellor and the CCAO/CCSAO.

Except under unusual circumstances, faculty are expected to give at least sixty (60) days notice prior to the beginning of the next contract year in the event the faculty member does not intend to return to work in the contract year.

## **ARTICLE XXXI - WORKING CONDITIONS**

- A. The College recognizes the need to continue to provide the necessary equipment, technology resources and materials normally associated with community college-level instructional programs.
- B. The College recognizes the need to continue to provide the appropriate work environment for the full-time faculty, including adequate office space, with appropriate appointments needed to carry out instructional duties. The office space shall be adequately lighted with proper heating and ventilation. The College shall also continue to provide adequate clerical support for the full-time faculty.

## **ARTICLE XXXII - STAFF DEVELOPMENT**

Each full-time probationary and continuing faculty member will be allotted up to \$1,000 during a fiscal year for professional development which enhances the faculty member's ability to advance the College's mission. Professional development may include the acquisition of additional undergraduate/graduate hours and/or continuing professional credit, attendance at conferences, organizational memberships, etc. The faculty member will submit his/her development plan, in accordance with established procedures, to his/her department chair. The department chair shall review the plan and make a recommendation to the appropriate Dean. The Dean shall be responsible for the approval/disapproval of the plan. In the event that a faculty member has not submitted his/her development plan and received approval for the plan by December 1 or if an approved plan does not utilize the faculty member's full allotment, the allotment or the remaining balance for that faculty member will be made available to his/her respective division for faculty use for the remainder of the fiscal year. Individual faculty members who are approved for additional Article XXXII staff development funds will be limited to a maximum of up to one thousand dollars (\$1,000) above their initial one thousand dollars (\$1,000) allotment per fiscal year. This provision does not preclude the faculty member from participation in additional staff development activities/programs supported by other staff development funds.

In cases where the staff development plan/program provides for the acquisition of undergraduate/graduate hours or other training, the determination as to whether the funds paid for staff development are excludable from the faculty member's gross income shall be made on an individual basis in accordance with the provisions of the Internal Revenue Code(s).

Application for Staff Development Funds:

1. The faculty member will complete the Professional Development Application (form) – providing an adequate and appropriate description of what the funds will be utilized for. In the event the faculty member finds the space on the form insufficient to describe their professional development plan, they may attach additional information.
2. In the event supporting information is requested, it shall be a reasonable amount and in proportion to the complexity of the intended use of funds.

### **ARTICLE XXXIII - SAVINGS CLAUSE**

If any provision of this Joint Resolution or any application thereof to any full-time faculty member is held by a Court of the State of Missouri or by a Federal Court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such Court decision, and all other provisions or applications shall continue in full force and effect, subject to applicable law and the rights of the Board of Trustees. If the law of the State of Missouri is changed to allow binding agreements covering public faculty bargaining units, this Joint Resolution shall not be deemed binding without a designation to such effect by the Board of Trustees. Pending such a designation, this Joint Resolution will remain in effect on the same basis as previously. The Board of Trustees may refer all or portions of this Joint Resolution back to the representatives of the College and of the Association for further discussion, consideration and recommendations, in the event that a provision or any application thereof, as referred to in this Article XXXIII, is held to be contrary to law.

### **ARTICLE XXXIV – STUDENT COMPLAINTS**

1. In the event of a student complaint concerning instruction or classroom management, the Dean or Department Chair shall require the student to specifically describe the complained of conduct or omissions of the faculty member in writing. The faculty member will be promptly notified of the complaint and given a copy of said complaint.
2. The Dean or Department Chair will strongly encourage a meeting between the student, faculty member, and/or Dean/Department Chair. It is understood that students cannot be required to attend such a meeting. In any event, the complaint will be investigated. The faculty member will be given the opportunity to respond.
3. When the Dean/Department Chair has evidence or documentation there may be a faculty member performance issue and/or there are complaints by multiple students, the Dean and/or Department Chair may conduct classroom observations (face to face or online) outside of the normal faculty evaluation cycle. At least 24-hour written notice of the classroom observation will be given by the Dean/Department Chair.
4. In the event of threat to safety or threat of harm the 24-hour written notice is not required.

## **APPENDIX A**

*Board Policy and Administrative Procedures regarding copyright and ownership of materials created by faculty as referenced in Article IX Section B 5 regarding online education. The information below is for the purpose of reference only and is not part of the Joint Resolution. Any Board Policies and Administrative Procedures are subject to change using the normal processes of St. Louis Community College. No agreement is required by the Association to change the policies and procedures below.*

### **DIVISION C – ALL COLLEGE EMPLOYEES BOARD POLICY**

#### **C.9 Property Rights - Ownership and Control** (R 10/02)

The College recognizes that its faculty and staff, as part of their normal teaching and other scholarly activities, may develop materials, which, in the interest of the author and the College, should be protected by copyrights. Accordingly, it is considered desirable to provide policies and procedures that:

- assist faculty and staff in realizing tangible benefits from their creative efforts,
- establish guidelines for defining the rights of ownership to materials produced by faculty or staff; and
- insure control of use, within the College structure, of curriculum material developed at the College by a faculty or staff member.

#### General Principles

In accordance with established custom at institutions of higher learning, copyright ownership of textbooks, manuscript, non-print materials, etc., produced by the individual effort of the author, as well as any royalties therefrom, accrue to the benefit of the author. If, during the preparation of the material, the College incurs costs, the author must reimburse the College for these costs in order to obtain full equity in the copyright. When material has been prepared under a specific written contract, grant, assigned project or agreement, the ownership of the copyright will be determined by the terms of the contract, grant, or assigned project agreement. Assigned project is used herein to refer to a College project covered by a written assignment under which the assignee is allocated time to carry out the work.

#### **C.13 Copyright** (R 4/95)

[AP C 13]

Where required by law, all employees must have appropriate permission to reproduce or perform copyrighted works before the use of such work for College purposes.

## **DIVISION C ADMINISTRATIVE PROCEDURES ALL COLLEGE EMPLOYEES**

### **C.13 Copyrights (R 10/02)**

[BP C 13]

#### General

Faculty and staff routinely create new written scholarship, course materials, literary works, computer software, artistic works and create other items of copyrightable work. Copyright is a narrow form of intellectual property protection. It protects only the fixed expression of an idea, not the idea itself. The federal copyright law provides that original works of authorship are protected by copyright automatically when they are fixed in tangible form. Often issues arise as to the ownership of copyright. The following procedures govern ownership of copyright of such works.

#### Ownership

Generally, under copyright law, the copyright to works created by persons in the course of their employment belongs to their employer rather than to the individual creator. Therefore, absent other agreements or institutional policies, works created by faculty members in the course of their teaching and research, or by staff members in the course of their jobs, are the property of the College.

However, as a matter of fundamental principle, the College encourages wide dissemination of scholarly work produced by members of the College community, including copyrightable works. Therefore, the copyright policy at the College—and most peer institutions—is that, except as provided for below, scholarship, literary works, computer software, artistic works and other items of copyrightable work created by faculty or staff are deemed to be the property of the writer/developer, who is entitled to determine how the works are to be disseminated and to keep any net income they produce.

In recognition of this long-standing practice, the College disclaims ownership of works by faculty and staff, or others participating in College programs, including visiting faculty, whether in traditional or nontraditional forms, except in the following cases:

- a. Assigned Tasks – For materials developed as the result of an assigned project with total funding by the College, rights of ownership abide with the College, although title to such materials may be assigned to the author at the option of the College. The word —funding‡ as used in this section means funds from the College’s resources and also funds from outside sources administered by the College.
  
- b. Outside Agreements – Where copyrighted materials are developed in the course of sponsored research funded by government contract, a grant or an outside agency approved by the College, ownership of the copyright will be determined by the terms of the agreement.

c. Special Circumstances – Where the College makes an extraordinary investment in the development of copyrighted material (by way of either financial or resources commitment) or the College enters into a written agreement with the writer/developer and that agreement makes provision for copyright ownership, the College will own the copyright of the works unless the parties agree otherwise.

#### Rights and Obligations of Faculty and Staff

Where there are no costs to the College associated with the production of creative works owned by a faculty or staff member, for example, leave, overtime costs, hiring of extra secretarial help, costs of tape, film, or other expendable materials and income accrues as a result of the commercialization or exploitation of work, no income shall accrue to the College. In the event that the College experiences costs as a result of the commercialization or exploitation of the product, the income shall accrue to the College until the College has recovered its costs.

Unless specifically covered by an agreement, assignment, contract, or grant entered into before initiation of the work, title to such materials remains with the author; but the author must grant the College a royalty-free right to reproduce and use such works within the College.

It is the responsibility of the author to make prompt disclosure of any copyrightable materials with commercial value to the College. The disclosure should be made to the appropriate dean, vice-chancellor or College officer.

C-21

#### Rights and Obligations of the College

In instances where title to the copyright rests with the College, the College, in recognition of the author's input, will provide to the author, upon written request, a copy of the material and the right of duplication for the author's own use.

#### Settlement of Disputes

Irreconcilable differences shall be referred for final disposition to a three-member panel consisting of the author or his/her representative, the vice-chancellor of education, or the chancellor if the vice-chancellor of Education is the author, or his/her representative, and a mutually agreed upon third member to be selected from the College community by the first two members.

## APPENDIX B



*Joseph P. Cosand Community College Center*

*300 South Broadway  
St. Louis, MO 63102-2810  
314/539-5000 ●  
[www.stlcc.edu](http://www.stlcc.edu)*

June 8, 2007

Don Cusumano  
Chairperson  
NEA Meet and Confer Team

Dear Don,

One of the NEA proposals is: —Any board-approved leave or leave granted under the terms of this Joint Resolution shall not constitute a break in continuous service or seniorityl

The College would like to point out that under the faculty seniority provisions in Division D of Administrative Procedures, the only way that seniority is broken is in case of termination of employment with the College. There are certain situations where the computation of seniority stops but resumes when the employee returns to work as a full-time faculty member. During the gap when the computation of seniority stops and resumes, that time does not count in computing seniority per AP D Seniority.

To address the reason behind your proposal, the College would be willing to alter AP D Seniority to state that in cases where unpaid leaves of absence exceed 30 calendar days, the time would not count in computing seniority.

***Roy C. Shaneber<sub>g</sub>er***

Roy C. Shaneberger  
Senior Manager Employee Relations

## APPENDIX C



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*300 South Broadway  
St. Louis, MO 63102-2810  
314/539-5000 ●  
[www.stlcc.edu](http://www.stlcc.edu)*

July 17, 2007

Vito Maniaci  
JCD-NEA

Dear Vito,

In the course of negotiations for a new Joint Resolution with the full-time faculty employee group, JCD-NEA presented a proposal regarding personnel files under Article VI Section C. While agreement was not reached on new language, the parties do agree that any information placed in the official College personnel file that reflects on a faculty member's performance and/or conduct must be shown to and provided to the employee.

*Roy C. Shaneberger*

Roy C. Shaneberger  
Senior Manager, Employee Relations

## APPENDIX D



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St. Louis, MO 63102-2810  
314/539-5000 ●  
[www.stlcc.edu](http://www.stlcc.edu)*

July 17, 2007

Vito Maniaci  
JCD-NEA

In the course of negotiations for a new Joint Resolution with the full-time faculty employee group, JCD-NEA presented a proposal regarding class size and work load for ESL faculty. The parties were unable to reach any agreement on this proposal.

The College understands that there are some unique factors in teaching ESL. Consequently, class sizes have been historically set at a level with somewhat fewer students than most other classes at the College. Because the class size is smaller, the College's position was that it saw no need to decrease the number of hours that constitutes a normal workload for ESL courses except as already provided in Article IX D 1 a. of the Joint Resolution.

As discussed in negotiations, there are no immediate plans to dramatically increase class sizes/capacities for ESL courses that are identified as approved composition/writing courses in Administrative Procedure D.9—Other Workload Guidelines.

### **Original signed by**

John W. Ganio  
Vice-Chancellor Education

## APPENDIX E



### Process for End of Year Article 32 Funds Redistribution

#### ***ARTICLE 32 FUNDS (Joint Resolution, p. 46)***

Each full-time probationary and continuing faculty member will be allotted up to \$1,000 during a fiscal year for professional development which enhances the faculty member's ability to advance the College's mission. Professional development may include the acquisition of additional undergraduate/graduate hours and/or continuing professional credit, attendance at conferences, organizational memberships, etc. The faculty member will submit his/her development plan, in accordance with established procedures, to his/her department chair. The department chair shall review the plan and make a recommendation to the appropriate dean. The dean shall be responsible for the approval/disapproval of the plan. In the event that a faculty member has not submitted his/her development plan and received approval by December 1 or it an approved plan does not utilize the faculty member's full allotment, the allotment or remaining balance for that faculty member will be made available to his/her respective division for faculty use for the remainder of the fiscal year. Individual faculty members who are approved for additional Article XXXII staff development funds will be limited to a maximum of up to \$1,000 above their initial \$1,000 allotment per year. This provision does not preclude the faculty member from participation in additional staff development activities/programs supported by other staff development funds.

In cases where the staff development plan/program provides for the acquisition of undergraduate/graduate hours or other training, the determination of whether the funds paid for staff development are excludable from the faculty member's gross income shall be made on an individual basis in accordance to the Internal Revenue Code(s).

#### ***Distribution of money over \$1,000***

Distribution of money over \$1,000 is NOT guaranteed and will be dependent upon availability of funding and relevance to the department/division goals and priorities.

#### ***DEADLINES***

##### **November 1:**

Deans will forward to full-time faculty within their division monthly reports on Article XXXII requests and expenditures. These monthly reports will continue through June.

##### **December 1 – Article XXXII Deadline:**

Full-time faculty must submit to their academic dean their completed Professional Development Application for Article XXXII Funds.

##### **May 1:**

Deans will ask faculty members who have not used their initial \$1,000 Article XXXII funds to respond, in writing, with plans to spend or NOT spend their allotted funds. This includes plans that will take place in May and June.

## **PROCESS FOR CONSIDERATION OF FUNDING ABOVE \$1,000**

### **February 1 – Reallocation of Unclaimed Article XXXII Funds**

Article XXXII funds for which a full-time faculty failed to submit a Professional Development application by the December 1 deadline will be equally reallocated to faculty whose Professional Development Application submitted by the December 1 deadline exceeds \$1,000.00. If the requested amount is less than the equal reallocation, the remainder returns to the division pool.

### **April 15:**

Requests for the purchase of books, software\*, and other items must be submitted to the dean. Requests are not to be directed by faculty to outside vendors.

\*Note: Purchase of computer software for college computers must be approved by TESS before purchase.

### **May 1:**

To be considered after the February 1 reallocation for Article XXXII funding above \$1,000, faculty members MUST turn in the following information to their academic dean for approval:

- For expenses already incurred, a copy of the original expense report with the invoice number on it along with a new expense report with the word —Amended in the middle with the amount of additional funds requested. The top portion of the expense report needs to be filled out and it needs to be completely approved.
- For additional tuition reimbursement, faculty members must submit a copy of the original Article XXXII plan, a registration form showing the course information, a copy of a paid receipt showing method of payment, and a grade report (grade reports not required for doctoral work for which grades are not posted). The dean will attach a memo authorizing the reimbursement and send the entire packet to the Business Office for processing.

### **June 1:**

Article XXXII funding will be released from the division to a campus pool to be distributed to other full-time faculty in areas where there was not enough residual Article XXXII funding. Only funds authorized by December 1 will be considered for this distribution.

### **Reimbursement Guidelines**

Faculty must follow Administrative Procedures C.8 *Reimbursement for Permissible Expenditures*. Please note the requirements for submission of a *Travel Authorization Form* prior to travel and the 14-day submission receipts following the date of travel in order to receive reimbursement.

## Appendix F



### Joseph P. Cosand Community College Center

300 South Broadway  
St. Louis, MO 63102-2810  
314/539-5000

June 29, 2010

Doug Hurst  
Vice-President, JCDNEA

In the course of the 2010 negotiations, the union submitted a proposal that an NEA representative be appointed to the College Leadership Team. This same request was made to the Chancellor at a meeting in 2009. The Chancellor responded in writing to the request by citing the many ways that faculty input is obtained and faculty are currently included and involved in activities affecting the current and future success of the College. The Chancellor replied that while NEA representation on the Leadership Team may not be the most effective means for faculty input, the Chancellor would be willing to make the Leadership Team available to meet with NEA representatives two times per year to discuss items of mutual interest.

The Chancellor's invitation to host these meetings remains open. These meetings would give the NEA and College Leadership another opportunity to discuss items regarding strategic planning and direction for the College as well as other pertinent topics.

***Roy C. Shaneberger***

Roy C. Shaneberger  
Associate Director, Human Resources

## Appendix G



### Joseph P. Cosand Community College Center

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St. Louis, MO 63102-2810  
314/539-5000  
[www.stlcc.edu](http://www.stlcc.edu)

July 6, 2010

Doug Hurst  
President, JCDNEA

In the course of the 2010 negotiations, the union submitted a proposal requesting a reorganization of the campus libraries where faculty librarians would report through a district-wide faculty chair to the campus Vice-Presidents of Academic Affairs. In the negotiations discussions the union alluded to problems that existed in the current organizational structure.

The College's response was that it strongly preferred not to negotiate a —permanent organization structure into the Joint Resolution because conditions change and job titles and responsibilities are constantly changing at the College.

The College is, however, always willing to address problems that may exist. Accordingly, the College is willing to form a task force comprised of a representation of faculty library employees, library managers and other pertinent resources to discuss any problems that may exist and make recommendations for resolving them. While this is not a formal negotiation process, the group would be requested to make periodic reports to the Employee Relations Council and review its final recommendations with the ERC. The task force would be overseen by the Vice-Chancellor of Academic and Student Affairs.

***Roy C. Shaneberger***

Roy C. Shaneberger  
Associate Director Human Resources

## Appendix H



Joseph P. Cosand Community College Center

300 South Broadway  
St. Louis, MO 63102-2810  
314/539-5000

June 15, 2011

Doug Hurst  
President, JCD NEA

This letter confirms our discussions in the 2010-11 negotiations regarding the revised language of Article IX A 1 and 2 which provides that the probationary period for full time faculty will be 6 consecutive academic semesters. This change applies to current faculty who are in their probationary period. For example, the probationary period for a current full time faculty member who was hired in the Spring semester of 2009 and met the all other requirements of the Joint Resolution regarding probation would be completed at the end of the Fall 2011 semester. This would apply in a like manner to other full time faculty members hired thereafter.

***Roy C. Shaneberger***  
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Associate Director Human Resources