

**TABLE OF CONTENTS**

**BOARD POLICY**

A BOARD OF TRUSTEES ..... A-1

    A.1 Responsibilities and Authority <sup>(R 3/06)</sup> ..... A-1

        A.1.1 Statutory Responsibilities ..... A-1

    A.2 Governance <sup>(4/12)</sup> ..... A-1

        A.2.1 Governance in General ..... A-1

        A.2.2 Governance Specifically <sup>(1/08)</sup> ..... A-2

    A.3 Membership <sup>(R 6/16)</sup> ..... A-2

        A.3.1 Board Member Service <sup>(R 1/08)</sup> ..... A-2

        A.3.2 Board Job Description <sup>(1/08)</sup> ..... A-3

    A.4 Election of Members <sup>(R 6/16)</sup> ..... A-3

    A.5 Election of Officers <sup>(R 6/16)</sup> ..... A-3

        A.5.1 Election and Term of Office <sup>(R 6/16)</sup> ..... A-3

    A.6 Role of Officers <sup>(R 6/16)</sup> ..... A-4

    A.7 Board Members’ Code of Conduct <sup>(2/08)</sup> ..... A-5

    A.8 Board Operations <sup>(R 4/12)</sup> ..... A-6

        A.8.1 Board Operations Definitions <sup>(R 2/08)</sup> ..... A-6

        A.8.2 Board Process <sup>(1/16)</sup> ..... A-7

        A.8.3 Quorum <sup>(R 2/08)</sup> ..... A-7

        A.8.4 Order of Business <sup>(R 2/08)</sup> ..... A-7

        A.8.5 Rules of Order <sup>(R 4/12)</sup> ..... A-7

        A.8.6 Agenda and Agenda Revisions <sup>(R 2/08)</sup> ..... A-8

        A.8.7 Recognition <sup>(R 2/08)</sup> ..... A-8

        A.8.8 Member Voting <sup>(R 2/08)</sup> ..... A-8

        A.8.9 Recording the Vote <sup>(R 2/08)</sup> ..... A-8

        A.8.10 Late Vote <sup>(R 2/08)</sup> ..... A-8

        A.8.11 Board Removal/Resignation <sup>(R6/16)</sup> ..... A-8

    A.9 Amendment of Board Policy <sup>(R 2/08)</sup> ..... A-9

    A.10 Board of Trustees Travel <sup>(R 2/08)</sup> ..... A-9

    A.11 Release of Information to the Public <sup>(R 7/08)</sup> ..... A-9

        A.11.1 Electronic Communications <sup>(7/08)</sup> ..... A-10

    A.12 Board Member Role in College Campaign Activities <sup>(2/08)</sup> ..... A-10

        A.12.1 College Campaign Finance Policies <sup>(2/08)</sup> ..... A-11

    A.13 Board Committees <sup>(2/08)</sup> ..... A-12

    A.14 Chancellor Evaluation <sup>(4/13)</sup> ..... A-12

        A.14.1 Board Role in the Strategic Planning Process <sup>(4/13)</sup> ..... A-13

AP BOARD PROCEDURES ..... 1

    AP.1 Notice of Election <sup>(R 1/08)</sup> ..... 1

    AP.2 Declaration of Candidacy <sup>(R 1/08)</sup> ..... 1

    AP.3 Declaration of Candidacy Form <sup>(R 1/08)</sup> ..... 1

    AP.4 Placement on Ballot <sup>(R 1/08)</sup> ..... 1

    AP.5 Elections, How Conducted <sup>(R 1/08)</sup> ..... 3

    AP.6 Certificate of Notice <sup>(R 1/08)</sup> ..... 3

    AP.7 Certification of Results <sup>(R 1/08)</sup> ..... 3

    AP.8 Oath <sup>(R 4/12)</sup> ..... 3

**TABLE OF CONTENTS**

**BOARD POLICY**

AP.9 Assuming Office <sup>(R 6/16)</sup> ..... 3

AP.10 Vacancy, How Filled <sup>(R 6/16)</sup> ..... 4

AP.11 Order of Business <sup>(R 6/16)</sup> ..... 5

AP.12 Chancellor Evaluation Process <sup>(4-13)</sup> ..... 5

(BP A.14) ..... 5

**B GENERAL ADMINISTRATION**..... B-1

B.1 Chancellor <sup>(R 7/94)</sup> ..... B-1

B.2 Officers of the College <sup>(R 6/16)</sup> ..... B-1

B.3 Temporary Delegation of Responsibility <sup>(R 6/16)</sup> ..... B-1

B.4 Internal Governance <sup>(R 7/94)</sup> ..... B-1

B.5 The College Calendars <sup>(R 1/00)</sup> ..... B-2

    B.5.1 College Calendar <sup>(R 1/00)</sup> ..... B-2

    B.5.2 Academic Calendar <sup>(1/00)</sup> ..... B-2

B.6 Board Policy/Administrative Procedures <sup>(R 6/16)</sup> ..... B-2

    B.6.1 Board Policy/Administrative Procedures Review <sup>(R 6/16)</sup> ..... B-2

B.7 External Funding <sup>(R 3/10)</sup> ..... B-2

    B.7.1 Corporate Sponsorship <sup>(12/00)</sup> ..... B-2

B.8 Freedom of Expression <sup>(R 7/94)</sup> ..... B-3

    B.8.1 Academic Freedom <sup>(R 7/94)</sup> ..... B-3

    B.8.2 Right to Free Expression <sup>(R 7/94)</sup> ..... B-3

B.9 Non-discrimination as Related to Admissions, Educational Programs, Activities and Employment <sup>(R 2/10)</sup> ..... B-3

B.10 Americans with Disabilities Act and Rehabilitation Act of 1973..... B-3

(R 6/07) ..... B-3

B.11 Equal Employment Policy and Affirmative Action Commitment <sup>(R 7/94)</sup> ..... B-4

    B.11.1 Affirmative Action Commitment <sup>(R 7/94)</sup> ..... B-4

B.12 Sexual Harassment <sup>(R 10/03)</sup> ..... B-4

B.13 Sexual Assault <sup>(R 7/94)</sup> ..... B-5

    B.13.1 Educational Programs <sup>(R 7/94)</sup> ..... B-5

    B.13.2 Sanctions <sup>(R 7/94)</sup> ..... B-6

    B.13.3 Procedures to Follow in the Event of Sexual Assault <sup>(R 6/16)</sup> ..... B-6

    B.13.4 Campus Disciplinary Proceedings<sup>(R 6/16)</sup> ..... B-6

    B.13.5 Notifying Proper Law Enforcement Authorities <sup>(R 7/94)</sup> ..... B-6

    B.13.6 Notifying Students of Existing Counseling Opportunities <sup>(R 7/94)</sup> ..... B-6

    B.13.7 Notifying Students of Options for, and Available Assistance in, Changing Academic and Living Situations <sup>(R 7/94)</sup> ..... B-7

B.14 Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS) <sup>(R 7/94)</sup> ..... B-7

B.15 Universal Precautions <sup>(R 7/94)</sup> ..... B-8

B.16 Code of Ethics<sup>(R6/16)</sup> ..... B-8

    B.16.1 Declaration of Policy ..... B-8

    B.16.2 Conflicts of Interest ..... B-8

    B.16.3 Disclosure Reports<sup>(R6/16)</sup> ..... B-9

    B.16.4 Filing of Reports <sup>(R 6/97)</sup> ..... B-10

**TABLE OF CONTENTS**

**BOARD POLICY**

B.16.5 Reaffirmation of Policy <sup>(8/09)</sup> ..... B-10

B.17 Expenditure of College Funds <sup>(R 7/94)</sup> ..... B-10

B.18 Interns <sup>(R 7/94)</sup> ..... B-10

B.19 Prohibition of Corporal Punishment, Abuse or Neglect to Children <sup>(9/96)</sup> ..... B-10

B.20 Outcomes Assessment <sup>(7/98)</sup> ..... B-11

B.21 Consensual and Familial Relationships Policy <sup>(12/01)</sup> ..... B-11

B.22 Safety <sup>(2/02)</sup> ..... B-12

B.23 District Wide Tobacco Ban <sup>(9/14)</sup> ..... B-12

B.24 Firearms on College Property <sup>(10/03)</sup> ..... B-12

B.25 Use of Social Security Numbers <sup>(01/06)</sup> ..... B-12

B.26 Instructional Resources Records Confidentiality <sup>(2/07)</sup> ..... B-13

B.27 Care of Payment Card Information <sup>(6/09)</sup> ..... B-13

B.28 Granting of Honorary Degrees and Trustee Service Awards <sup>(12/16)</sup> ..... B-13

C ALL COLLEGE EMPLOYEES ..... C-1

C.1 Obligations of All Employees <sup>(R 4/95)</sup> ..... C-1

C.2 Enforcement of Board Policy/Administrative Procedures <sup>(R 4/95)</sup> ..... C-1

C.3 Wage and Salary Administration <sup>(R 4/95)</sup> ..... C-1

C.4 General Grievance Procedure <sup>(R 6/07)</sup> ..... C-1

C.5 Conflict of Interest <sup>(R 4/96)</sup> ..... C-2

C.6 Outside Employment for Full-time Employees <sup>(R 4/95)</sup> ..... C-3

C.7 Employment of Members of the Same Family <sup>(R 1/01)</sup> ..... C-4

C.8 Reimbursement for Permissible Expenditures <sup>(R 4/95)</sup> ..... C-4

C.9 Property Rights - Ownership and Control <sup>(R 10/02)</sup> ..... C-4

C.10 Proper Use of College Resources, Reporting of Fraudulent Use..... C-5

<sup>(R 2/11)</sup> ..... C-5

C.10.1 Cellular Phones <sup>(3/06)</sup> ..... C-5

C.10.2 Procurement Card <sup>(6/16)</sup> ..... C-6

C.11 Solicitation of Donations <sup>(R 8/01)</sup> ..... C-6

C.12 Employee Representation <sup>(R 8/15)</sup> ..... C-6

C.12.1 Choosing a Representative <sup>(08/15)</sup> ..... C-6

C.13 Copyright <sup>(R 4/95)</sup> ..... C-14

C.14 Staff Exchanges ..... C-14

C.15 Representing the College <sup>(R 4/95)</sup> ..... C-14

C.15.1 Attendance at Official Functions <sup>(R 4/95)</sup> ..... C-14

C.16 Staff Development <sup>(R 4/95)</sup> ..... C-14

C.17 Conference Attendance <sup>(R 1/01)</sup> ..... C-14

C.18 Controlled Substances <sup>(R 4/95)</sup> ..... C-15

C.19 Employee Evaluation <sup>(R 5/99)</sup> ..... C-15

C.20 Confidentiality of Personnel Files <sup>(R 3/06)</sup> ..... C-15

C.21 Paid Leaves <sup>(2/15)</sup> ..... C-17

C.21.1 Full-time 12-Month Administrative and Professional Employee Vacation <sup>(10/13)</sup> ... C-17

C.21.2 Benefit in Lieu of Vacation - 36-Week Professional Employees <sup>(R 7/94)</sup> ..... C-18

C.21.3 Non-unit Classified Office and Technical Employee Vacation <sup>(R 10/13)</sup> ..... C-18

C.21.4 Medical Leave <sup>(R 3/06)</sup> ..... C-19

**TABLE OF CONTENTS**

**BOARD POLICY**

C.21.5 Personal Leave <sup>(R 2/15)</sup> ..... C-20

C.21.6 Family and Medical Leave Act of 1993 <sup>(R 3/06)</sup> ..... C-20

C.21.7 Military Leave <sup>(R 4/95)</sup> ..... C-21

C.21.8 Bereavement Leave <sup>(R 6/98)</sup> ..... C-21

C.21.9 Absence for Jury Duty <sup>(R 6/98)</sup> ..... C-22

C.21.10 Professional Development Leaves - Administrative/Professional Employees <sup>(R 4/95)</sup>  
..... C-22

C.22 Unpaid Leaves <sup>(R 6/98)</sup> ..... C-23

C.22.1 Military Leave <sup>(R 4/95)</sup> ..... C-24

C.22.2 Fringe Benefits During Unpaid Leave <sup>(R 4/95)</sup> ..... C-24

C.22.3 Return from Leave <sup>(R 4/95)</sup> ..... C-24

C.23 Educational Benefits for Employees and Employees' Families <sup>(R 6/16)</sup> ..... C-25

C.23.1 Maintenance Fee Waiver Program <sup>(R 6/16)</sup> ..... C-25

C.23.2 Tuition Reimbursement Program <sup>(7/07)</sup> ..... C-25

C.24 Retirement System <sup>(R 7/12)</sup> ..... C-26

C.24.1 Public School Retirement System of Missouri <sup>(R 7/12)</sup> ..... C-26

C.24.2 Non-certificated Employees Retirement Plan <sup>(R 4/95)</sup> ..... C-27

C.24.3 Retirement Privileges - Emeritus Staff <sup>(R3/06)</sup> ..... C-27

C.25 Mandatory Retirement <sup>(R 4/95)</sup> ..... C-27

C.26 Holidays <sup>(R 1/98)</sup> ..... C-28

C.26.1 Thirty-six-week Employees <sup>(R 7/98)</sup> ..... C-28

C.26.2 Full-time 52-Week Classified Employees <sup>(7/98)</sup> ..... C-28

C.27 Group Insurance Program <sup>(R 1/18)</sup> ..... C-28

C.27.1 Transitional Work Program <sup>(6/03)</sup> ..... C-29

C.28 Dental Clinic Fees <sup>(R 4/95)</sup> ..... C-29

C.29 Employee Request for Payroll Deductions from Wages <sup>(R 4/95)</sup> ..... C-29

C.30 Moving Expenses <sup>(R 5/99)</sup> ..... C-30

D FACULTY ..... D-1

D.1 Initial Placement <sup>(R 6/16)</sup> ..... D-1

D.1.1 Rank Assignment <sup>(R 6/16)</sup> ..... D-1

D.1.2 Salary Schedule Step Placement <sup>(R 7/12)</sup> ..... D-1

D.1.3 Waiver of Requirements <sup>(R 9/95)</sup> ..... D-2

D.2 Temporary Full-time Faculty (Contracted) <sup>(R 9/95)</sup> ..... D-2

D.3 Part-time Faculty <sup>(R 6/16)</sup> ..... D-2

D.3.1 Initial Placement <sup>(R6/16)</sup> ..... D-2

D.3.2 Compensation <sup>(R6/16)</sup> ..... D-3

D.3.3 Advancement <sup>(R 6/16)</sup> ..... D-3

D.3.4 Minimum Eligibility Requirements for Initial Placement or Advancement on Part-time  
Faculty Salary Scales <sup>(R 9/95)</sup> ..... D-3

D.3.5 Office Hours <sup>(R 9/95)</sup> ..... D-5

D.3.6 Salary Schedule for Continuing Education Non-credit Courses <sup>(R 9/95)</sup> ..... D-5

E ADMINISTRATIVE PROFESSIONAL ..... E-1

E.1 Classification and Assignment to Salary Range <sup>(R 3/06)</sup> ..... E-1

E.1.1 Classification <sup>(R 10/96)</sup> ..... E-1

**TABLE OF CONTENTS**

**BOARD POLICY**

E.1.2 Salary Range Conditions <sup>(R 3/16)</sup> ..... E-1

E.1.3 Salary Schedules for Full-time 12-Month Administrative Employees<sup>(R9/16)</sup> ..... E-3

E.1.4 Salary Schedules for Full-time Non-unit Professional Employees <sup>(R 9/16)</sup> ..... E-3

E.1.5 Hourly Rates for Part-time Professional Employees <sup>(R 9/16)</sup> ..... E-4

E.1.6 Full-time (Contracted) Temporary Administrative/Professional Employees <sup>(R 10/96)</sup>... E-4

E.1.7 Part-time (Non-contracted) Temporary Salaried Administrative/Professional  
Employees <sup>(10/96)</sup> ..... E-4

E.1.8 Workforce Solutions Group/Corporate Services Temporary Hourly  
Professional Employee Pay Scale <sup>(R 6/12)</sup> ..... E-5

E.2 Contract Status, Non-renewal, Dismissal and Reduction in Force ..... E-5  
for Administrative/Professional Employees <sup>(R 10/96)</sup> ..... E-5

E.2.1 Contract Term <sup>(R 10/96)</sup> ..... E-5

E.2.2 Non-renewal of Contract <sup>(R 10/96)</sup> ..... E-6

E.2.3 Dismissal <sup>(R 10/96)</sup> ..... E-7

E.2.4 Reduction in Force <sup>(R 10/96)</sup> ..... E-7

E.3 Establishment of Administrative/Non-unit Professional Employee Grievance Process <sup>(R 6/07)</sup>  
..... E-8

E.4 Resignations <sup>(R 10/96)</sup> ..... E-8

E.5 Emeritus Status for Full-Time Professional Employees <sup>(4/03)</sup> ..... E-8

F CLASSIFIED ..... F-1

F.1 Classified Employees - Definitions <sup>(R 6/98)</sup> ..... F-1

F.2 Salary Schedules for Full-time Non-unit Classified Office and Technical Employees <sup>(R 9/16)</sup>  
..... F-2

F.3 Hourly Rates for Part-time Office and Technical <sup>(R 9/16)</sup> ..... F-2

F.3.1 Workforce Solutions Group/Corporate Services Temporary Hourly Classified  
Employee Pay Scale <sup>(6/12)</sup> ..... F-3

F.4 Placement on the Office and Technical Salary Schedule <sup>(R 1/01)</sup> ..... F-3

F.4.1 Promotional Salary Increase for Non-unit Office and Technical  
Employees ..... F-3

F.5 Position Changes <sup>(R 6/96)</sup> ..... F-4

F.6 Additional Compensation..... F-4

F.6.1 Additional Responsibilities <sup>(R 6/16)</sup> ..... F-4

F.6.2 Teaching and Coaching Activities <sup>(R6/16)</sup> ..... F-5

F.7 Shift Differential Rates for Non-unit Classified Employees <sup>(R 6/96)</sup> ..... F-5

F.8 Work Periods, Overtime and Dinner Allowance..... F-5

F.8.1 Work Year and Work Schedules <sup>(R 6/96)</sup> ..... F-5

F.8.2 Thirty-six-week Assignment <sup>(R 6/96)</sup> ..... F-5

F.8.3 Overtime Compensation <sup>(R 6/96)</sup> ..... F-5

F.8.4 Dinner Allowance <sup>(R 6/96)</sup> ..... F-6

F.9 Resignation <sup>(R 6/96)</sup> ..... F-6

F.10 Layoff <sup>(R 6/10)</sup> ..... F-6

F.11 Suspension <sup>(R 6/96)</sup> ..... F-6

F.12 Dismissal <sup>(R 6/04)</sup> ..... F-7

F.13 Grievance Process for Non-unit Classified Employees <sup>(R 6/16)</sup> ..... F-7

**TABLE OF CONTENTS**

**BOARD POLICY**

F.14 Emeritus Status for Full-Time Non-Unit Classified Office and Technical Employees <sup>(R 6/04)</sup> ..... F-11

G EDUCATIONAL PROGRAMS AND REQUIREMENTS ..... G-1

G.1 Credit Programs <sup>(9/96)</sup> ..... G-1

G.2 Non-credit Programs <sup>(6/16)</sup> ..... G-1

G.3 Curriculum Development and Review <sup>(R 6/16)</sup> ..... G-1

G.4 Advisory Committees <sup>(R 9/96)</sup> ..... G-2

G.5 Academic Calendar <sup>(R 9/96)</sup> ..... G-2

G.6 Articulation with Other Educational Institutions <sup>(R 6/98)</sup> ..... G-2

G.7 Admissions Criteria for Credit Programs <sup>(R 11/04)</sup> ..... G-2

    G.7.1 International Student Admission <sup>(R 3/02)</sup> ..... G-3

    G.7.2 Course Placement <sup>(R 7/98)</sup> ..... G-3

    G.7.3 Residency Requirements <sup>(R 1/03)</sup> ..... G-3

G.8 Persons with Disabilities <sup>(R 6/07)</sup> ..... G-5

G.9 Academic Standards for Credit Courses <sup>(R2/15)</sup> ..... G-5

    G.9.1 Attendance <sup>(R2/15)</sup> ..... G-5

    G.9.2 Final Examination <sup>(R 9/96)</sup> ..... G-6

    G.9.3 Grades <sup>(R 9/96)</sup> ..... G-6

    G.9.4 Grade Points <sup>(R 9/96)</sup> ..... G-6

    G.9.5 College Credit Hours <sup>(R 6/16)</sup> ..... G-6

    G.9.6 Honors <sup>(R 6/96)</sup> ..... G-7

    G.9.7 Maximum Course Load <sup>(R 6/18)</sup> ..... G-7

    G.9.8 Repeated Courses <sup>(R 6/18)</sup> ..... G-7

    G.9.9 Satisfactory Academic Progress <sup>(R 9/96)</sup> ..... G-7

    G.9.10 Satisfactory Academic Progress for International Students with *F-1* Visas ..... G-8

    G.9.11 Satisfactory Academic Progress for Students Receiving Federal Higher Education Act (HEA) Title IV Financial Aid <sup>(R 6/16)</sup> ..... G-8

    G.9.12 Satisfactory Academic Progress for Students Receiving Veterans' Benefits <sup>(R 9/96)</sup> ..... G-9

    G.9.13 Transfer Credits from Post-secondary Institutions <sup>(R 4/14)</sup> ..... G-10

    G.9.14 Grade Point Average Recalculation <sup>(R 6/98)</sup> ..... G-10

G.10 Credit by Examination and Credit for Non-collegiate Education or Experience <sup>(R 4/14)</sup> ..... G-10

G.11 Classification of Students in Credit Programs <sup>(R 9/96)</sup> ..... G-11

G.12 Academic Awards for Credit Programs: Degrees, Certificates and Requirements <sup>(R 6/16)</sup> ..... G-11

    G.12.1 Associate Degrees <sup>(R 6/16)</sup> ..... G-11

    G.12.2 General Degree Requirements <sup>(R 3/18)</sup> ..... G-12

    G.12.3 Restrictions on Unspecified Electives <sup>(R 3/18)</sup> ..... G-13

    G.12.4 Certificates/Awards <sup>(R 11/18)</sup> ..... G-13

    G.12.5 Transcripts <sup>(9/96)</sup> ..... G-14

    G.12.6 Grade Requirements <sup>(9/96)</sup> ..... G-14

    G.12.7 Graduation Requirements <sup>(R 4/18)</sup> ..... G-14

    G.12.8 Degree and Certificate Time Limits <sup>(9/96)</sup> ..... G-14

G.13 Academic Appeals Procedure <sup>(R 6/16)</sup> ..... G-14

G.14 Confidentiality of Student Records <sup>(R 9/96)</sup> ..... G-17

**TABLE OF CONTENTS**

**BOARD POLICY**

G.15 Financial Aid for Students in Credit Programs <sup>(R 7/13)</sup> ..... G-17

G.16 Student Life <sup>(R 9/96)</sup> ..... G-18

    G.16.1 Student Activities <sup>(R 9/96)</sup> ..... G-18

    G.16.2 Committee Service <sup>(9/96)</sup> ..... G-19

    G.16.3 Intercollegiate Athletics <sup>(R 9/96)</sup> ..... G-19

    G.16.4 Travel and Off-site Activities <sup>(R 9/96)</sup> ..... G-19

G.17 Student Rights and Responsibilities <sup>(R 6/16)</sup> ..... G-19

G.18 Student Appellate Process <sup>(R 9/96)</sup> ..... G-21

    G.18.1 Violation of Student Rights <sup>(R 9/96)</sup> ..... G-21

    G.18.2 Disciplinary Actions for Violation of Student Responsibilities <sup>(R 6/16)</sup> ..... G-22

    G.18.3 Student Appellate Hearing Committee <sup>(R 6/16)</sup> ..... G-23

G.19 Behavior Intervention Teams at St. Louis Community College ..... G-27

G.20 Animal Care and Use <sup>(9/99)</sup> ..... G-27

H BUSINESS AND FINANCE..... H-1

    H.1 Fiscal Year <sup>(R 5/97)</sup> ..... H-1

    H.2 Fiscal Budget <sup>(R 3/10)</sup> ..... H-1

        H.2.1 Fiscal Stability <sup>(3/10)</sup> ..... H-2

        H.2.2 Financial Exigency <sup>(4/10)</sup> ..... H-2

    H.3 Payment of Expenses <sup>(R 4/03)</sup> ..... H-2

    H.4 Purchases of Less Than \$5,000 <sup>(R 6/02)</sup> ..... H-2

    H.5 Purchases in Excess of \$5,000 but Less Than \$25,000 <sup>(R 6/02)</sup> ..... H-3

        H.5.1 Restrictions for Purchases Exceeding \$5,000/Academic Selections <sup>(R 6/02)</sup> ..... H-3

    H.6 Purchases in Excess of \$25,000 but Less Than \$75,000 <sup>(R 6/02)</sup> ..... H-3

    H.7 Purchases in Excess of \$75,000 /Formal Bids <sup>(R 6/02)</sup> ..... H-3

    H.8 Purchases in Excess of \$5,000 Involving Restricted Bid Lists <sup>(6/02)</sup> ..... H-4

    H.9 Emergency and Time-Sensitive Purchases <sup>(R 6/02)</sup> ..... H-4

    H.10 Purchase and/or Lease of Instructional Materials <sup>(R 6/16)</sup> ..... H-5

    H.11 Cooperative Contracts for Purchases <sup>(R 1/05)</sup> ..... H-5

    H.12 Failure to Obtain Three Competitive Bids <sup>(R 6/02)</sup> ..... H-5

    H.13 Notification to Formal Bidders <sup>(R 6/16)</sup> ..... H-6

    H.14 Change Orders <sup>(R 6/16)</sup> ..... H-6

    H.15 Ratifications With and Without Prior Board Approval <sup>(R 5/97)</sup> ..... H-6

    H.16 Payments for Services Rendered <sup>(R 6/02)</sup> ..... H-6

    H.17 Insurance Consultants <sup>(R 6/02)</sup> ..... H-7

        H.17.1 Insurance Broker <sup>(R 6/16)</sup> ..... H-7

    H.18 License and Distribution Contracts <sup>(R 6/02)</sup> ..... H-7

    H.19 Continuing Education Programs <sup>(R 6/16)</sup> ..... H-7

    H.20 Fees and Fines <sup>(R 7/18)</sup> ..... H-8

        H.20.1 Maintenance Fees <sup>(R 7/18)</sup> ..... H-8

        H.20.2 College Activity Fee <sup>(R 2/17)</sup> ..... H-10

        H.20.3 St. Louis and St. Louis County Organizations Student Fees <sup>(R 5/97)</sup> ..... H-10

        H.20.4 Credit by Examination Fee <sup>(R 5/97)</sup> ..... H-11

        H.20.5 Transcript Fee <sup>(R 6/16)</sup> ..... H-11

        H.20.6 Returned Check Fee <sup>(R 12/10)</sup> ..... H-11

**TABLE OF CONTENTS**

**BOARD POLICY**

H.20.7 Student I.D. Card Fees <sup>(6/16)</sup> ..... H-11  
H.20.8 Technology Fee <sup>(3/18)</sup> ..... H-11  
H.20.9 Other Fees <sup>(R 6/16)</sup> ..... H-11  
H.20.10 Vehicle Registration <sup>(R 1/12)</sup> ..... H-12  
H.20.11 Vehicular Fines <sup>(R 6/16)</sup> ..... H-12  
H.20.12 Dental Clinic Fees <sup>(R 2/08)</sup> ..... H-12  
H.20.13 Pass-Through Fee <sup>(12/13)</sup> ..... H-12  
H.21 Library Instructional Materials Charges <sup>(R 4/01)</sup> ..... H-12  
H.22 Refunds <sup>(R 2/15)</sup> ..... H-12  
    H.22.1 Refund of Fees (Courses of a Minimum of 15 Weeks Duration) <sup>(R 2/15)</sup> ..... H-12  
    H.22.2 Refund of Fees (Independent Study Courses) <sup>(R 5/96)</sup> ..... H-13  
    H.22.3 Refund of Fees (Continuing Education Non-credit Courses) <sup>(R 9/17)</sup> ..... H-13  
    H.22.4 Refund for Exceptional Circumstances <sup>(R 6/16)</sup> ..... H-14  
    H.22.5 Refund Policy Requirement, Title IV <sup>(R 1/01)</sup> ..... H-14  
H.23 Tax Rate <sup>(R 12/10)</sup> ..... H-14  
H.24 Investment of Funds <sup>(R 12/01)</sup> ..... H-14  
H.25 College Liability Insurance <sup>(R 5/97)</sup> ..... H-16  
H.26 Product Endorsement <sup>(6/98)</sup> ..... H-16  
H.27 Debt Collection through Offset of Taxpayer Refund <sup>(11/99)</sup> ..... H-16  
    H.27.1 Hearing <sup>(6/16)</sup> ..... H-16  
I FACILITIES, CONSTRUCTION AND SERVICES ..... I-1  
I.1 Expenditures Under \$5,000 <sup>(R 3/10)</sup> ..... I-1  
I.2 Contracts in Excess of \$5,000 but Less Than \$15,000 <sup>(R 3/10)</sup> ..... I-1  
I.3 Contracts in Excess of \$15,000 <sup>(R 3/10)</sup> ..... I-1  
    I.3.1 Public Bidding/Final Acceptance <sup>(R 3/10)</sup> ..... I-1  
    I.3.2 Advertisements <sup>(R 6/02)</sup> ..... I-1  
    I.3.3 Contract Forms <sup>(R 3/10)</sup> ..... I-1  
    I.3.4 Approval <sup>(R 3/10)</sup> ..... I-2  
    I.3.5 Bid Deposit for Contracts Over \$15,000 <sup>(R 3/10)</sup> ..... I-2  
    I.3.6 Bids, Final <sup>(R 3/10)</sup> ..... I-2  
    I.3.7 Bids, How Deposited and Opened <sup>(R 5/97)</sup> ..... I-2  
    I.3.8 Performance Payment Bonds <sup>(R 3/10)</sup> ..... I-3  
I.4 Maintenance and/or Repair (M&R) Projects <sup>(3/10)</sup> ..... I-3  
    I.4.1 Expenditures for M&R Projects Under \$15,000 <sup>(3/10)</sup> ..... I-3  
    I.4.2 Expenditures for M&R Projects Over \$15,000 but Less Than \$25,000 <sup>(3/10)</sup> ..... I-3  
    I.4.3 Expenditures for M&R Projects Over \$15,000 <sup>(3/10)</sup> ..... I-3  
I.5 Emergency Repairs <sup>(R 3/10)</sup> ..... I-3  
I.6 Change Orders <sup>(R 5/97)</sup> ..... I-4  
    I.6.1 Change Order Conditions/Limits <sup>(R 5/97)</sup> ..... I-4  
    I.6.2 Change Orders Outside the Scope of Contract <sup>(R 5/97)</sup> ..... I-4  
I.7 Maintenance/Service Agreements <sup>(R 6/02)</sup> ..... I-4  
I.8 Selection of Architectural and Engineering (A/E) Services for  
Physical Facilities Projects <sup>(5/97)</sup> ..... I-5  
I.9 College Police and Security Personnel <sup>(R 6/16)</sup> ..... I-5

**TABLE OF CONTENTS**

**BOARD POLICY**

I.10 Use of College Premises <sup>(R 6/16)</sup> ..... I-6  
I.11 Food Service Facilities <sup>(R 4/09)</sup> ..... I-7  
I.12 Use of College Employees in Lieu of Contractors <sup>(R 5/97)</sup> ..... I-7  
I.13 Building Dedication Plaques <sup>(6/16)</sup> ..... I-7  
J INFORMATION TECHNOLOGY ..... J-1  
J.1 IT Policies, Standards, Guidelines, and Procedures <sup>(5/18)</sup> ..... J-1  
J.2 Information Security <sup>(5/18)</sup> ..... J-1  
J.3 Responsible Use of Information and Technology <sup>(5/18)</sup> ..... J-1  
    J.3.1 Prohibited Activities <sup>(5/18)</sup> ..... J-2  
    J.3.2 Incidental Personal Use <sup>(5/18)</sup> ..... J-2  
    J.3.3 Privacy and Monitoring <sup>(5/18)</sup> ..... J-2  
J.4 Identity and Access Management <sup>(5/18)</sup> ..... J-3

**A BOARD OF TRUSTEES****Board/College Mission** (R 8/16)

St. Louis Community College expands minds and changes lives every day by offering high-quality educational experiences leading to degrees, certificates, employment, university transfer, and life-long learning.

**A.1 Responsibilities and Authority** (R 3/06)**A.1.1 Statutory Responsibilities**

The statutory responsibilities of the Board of Trustees include, but are not limited to, the following:

- a. Approve the appointment, retention and dismissal of employees of the College, define and assign their powers and duties and fix their compensation.
- b. Levy such taxes as are required for the operation of the College.
- c. Establish fees for students in the amount necessary to maintain College courses.
- d. Provide instructional programs and services and physical facilities.
- e. Approve all contracts.
- f. Formulate and oversee disciplinary policy regarding students.
- g. Comply with all applicable federal, state and local mandates.

**A.2 Governance** (4/12)**A.2.1 Governance in General**

The Board will be actively involved in the governance of the College by:

1. Being proactive in supporting the Chancellor and the College Leadership Team.
2. Keeping adequately informed about relevant local, regional, national and international educational issues potentially impacting the College.
3. Embracing its tasks with an approach that emphasizes
  - a. Outward vision.
  - b. Respectful consideration of all viewpoints.
  - c. Strategic leadership more than administrative detail, by exercising overview of administrative functions delegated to the Chancellor.
4. Encouraging the participative role of faculty, staff, management and students in College governance through an ongoing consultative process. In matters relating to curriculum, academic, and professional matters, the Board expects administration to consult with the appropriate governance council. The Board affirms the right of faculty, staff, management, and students to express ideas and opinions at the campus level with the assurance that such opinions will be given respectful consideration.

**A.2.2 Governance Specifically** <sup>(1/08)</sup>

More specifically, the Board will:

1. Operate always mindful of its civic trusteeship obligation to the citizens and students of the College district.
2. Lead and inspire the College through the careful establishment of organizational goals and perspectives through written policies.
3. Focus on the intended long-term impact of the College's goals.
4. Initiate policy formation and be active in strategic and fiscal planning.
5. Monitor and regularly discuss the Board's own process and performance. Insure the continuity of its governance capabilities by continual trustee education and annual evaluation.
  - a. Self-monitoring will include an annual comparison of Board activities and discipline relative to its Governance Process policies.
  - b. Continual re-development will include orientation of new members in the Board's adopted governance process and regular board discussion of process improvement.
6. Demonstrate commitment and accountability to the general public by competent, conscientious and effective decision-making.
7. Welcome public input from various sources, including staff, students, alumni, employers and community members, on the formation of Board goals and actions.

**A.3 Membership** <sup>(R 6/16)</sup>

The Board of Trustees of the community college district shall be composed of seven members, six of whom shall each be elected to a six-year term from the four sub districts, and one at-large member who shall be appointed to a six-year term by the coordinating board for higher education.

**A.3.1 Board Member Service** <sup>(R 1/08)</sup>

No member of the Board will directly or indirectly receive any compensation or remuneration nor derive any profit or gain from membership on the Board or from services rendered to the College. Each member of the Board will disclose to the Board any personal interest which he/she may have in any matter pending before the Board. That member will not participate in any discussion or decision on such matter(s) and will abstain from voting.

No Board member of St. Louis Community College will use any College equipment, supplies, or personnel for any purpose other than the College's business.

**A.3.2 Board Job Description** <sup>(1/08)</sup>

The job of the Board is to represent the public in determining and requiring appropriate organizational performance. The Board will focus its efforts on the following responsibilities within the context of its statutory duties:

1. Select, appoint and evaluate the Chancellor’s performance.
2. Engage in fiduciary, strategic and generative governance to monitor institutional performance.
3. Provide ways and means for obtaining adequate financial support, including, but not limited to:
  - a. Providing oversight to the annual budget process.
  - b. Approving the annual budget and expenditures of all funds.
4. Maintain a link between the College and the community by:
  - a. Creating a positive image for the College in representing the College to the community.
  - b. Keeping fellow Board members and the Chancellor informed of concerns and questions that are heard and seen when in the community.

**A.4 Election of Members** <sup>(R 6/16)</sup>

Six-members of the Board represent the four sub-districts of the College service area shall be elected in accordance with statutory requirements outlined in Board Procedures, Section AP.1. One at-large member shall be appointed to a six-year term by the Coordinating Board for Higher Education.

**A.5 Election of Officers** <sup>(R 6/16)</sup>

The officers of the Board of Trustees will be a chair and a vice chair who will be members of the Board, a secretary (normally the associate for Board Relations) and a treasurer (normally the vice chancellor for finance and administration).

**A.5.1 Election and Term of Office** <sup>(R 6/16)</sup>

Officers of the Board will be elected at the first regular meeting of the Board after June 1 of each year. Vacancies will be filled as soon as practicable by electing a successor to the unexpired term of office.

Officers of the Board will be elected for a term of one year, will assume office immediately upon election to that office, and will hold office until a successor is elected and qualified. Officers may be elected for successive terms without term limit.

In the event of the absence of both the chair and vice chair at any regular or special meeting of the Board of Trustees, those Board members present will select by majority vote one of their members to preside.

**A.6 Role of Officers** (R 6/16)

The primary role of each Board Member is to maintain the integrity of the Board's processes and to work in concert with other Board members to promote the Board's fiduciary, strategic and generative governance responsibilities.

**Board Chair**

1. The Board chair promotes consistency by the Board in its policies and procedures. Specifically, the Board chair:
  - a. Presides at all meetings of the Board of Trustees; preserves order and enforces rules.
  - b. Establishes, together with the vice chair or their designee(s), the draft meeting agendas in collaboration with the Chancellor.
  - c. Appoints, subject to approval by the Board, all committees that the Board may deem necessary.
  - d. Signs all bonds evidencing the bonded indebtedness of the College, and all letters, agreements, contracts, deeds, leases and other documents and papers ordered to be executed by the Board of Trustees.
2. The Board chair approves the chancellor's attendance and expense reports.
  - a. The Board chair has no authority to individually supervise or direct the Chancellor.
3. The Board chair is responsible for Board communications.
  - a. The Board chair will generally be the designated spokesperson who will work closely with the Chancellor and may serve as the primary public contact for Board inquiries, media coverage and speaking engagements.
    1. All communications made on behalf of the Board are to be approved by the Board.
    2. The Board chair, in collaboration with the Chancellor and the College Public Relations staff, may facilitate speaking engagements for Board members.
  - b. The chair shall ensure that other Board members are informed of current and pending Board issues and processes.
4. The Board chair shall call special meetings as required.
5. The Board chair shall plan an annual retreat for January of each year.

**Vice Chair**

In case of the resignation, absence, or other disability of the chair, the vice chair will perform all of the duties of the chair. The vice chair also performs other duties

assigned by the chair of the Board of Trustees or the Board of Trustees. The vice chair will assist in agenda setting and retreat planning.

### **Secretary**

The secretary (normally the Associate for Board Relations) will be the official custodian of the records of the College and will perform all duties required by the Board of Trustees and all duties provided in these policies. The secretary records the proceedings of the Board. The secretary will make public notification of Board member elections, attest to all public acts of the College, affix thereto, when necessary, the seal of St. Louis Community College, and prepare and serve on the members in due time notice of all regular and special meetings of the Board. The secretary will be the custodian of the official seal of the College. The Board secretary will serve as the designated election official, representing the College with the appropriate Boards of Election Commissioners.

### **Treasurer**

The treasurer (normally the Vice Chancellor for Finance and Administration) will comply with all applicable state laws, keep complete records of the financial transactions of the College, sign all checks, and report from time to time concerning the financial status of the College. In lieu of actually signing checks, the treasurer may use a facsimile signature. The facsimile signature will be applied on checks in a manner approved by the Board and accepted by the Board's demand depository.

At regular Board meetings, the treasurer will present quarterly budget reports, detailing actual income and expenditures in relation to the approved budget. The treasurer also will make a complete report on the financial condition of the College at the end of each fiscal year.

## **A.7 Board Members' Code of Conduct** <sup>(2/08)</sup>

The Board expects ethical and professional conduct of itself and its members. This commitment includes proper use of authority and appropriate decorum both in group and individual behavior when duly elected as Board members.

1. Board members must represent impartial loyalty in fulfilling their responsibilities to the College. This accountability supersedes any conflicting loyalty such as that to advocacy or interest groups and memberships on other Boards or staffs.
2. In addition to their existing obligations under Missouri State Statutes and the

- reporting requirements under the Missouri Ethics Commission, Board members must avoid conflict of interest with respect to their fiduciary duties to the College.
- a. Board members must not use their positions to obtain or influence employment in the College for themselves, family members or close associates.
  - b. If a Board member were considered for employment by the College, she/he must resign as a member of the Board.
3. Board members may not attempt to exercise individual authority over the College except as explicitly set forth in Board policies.
    - a. Board members' interaction with the chancellor or with staff must recognize the lack of authority of any individual board member or group of board members except as noted above.
  4. Board members shall be encouraged to participate in educational activities, including state, regional and national meetings, to enhance their ability to serve effectively as board members.
  5. Board members will use established lines of college administrative authority and not interfere in the normal procedures for handling complaints or grievances.
  6. Board members will not waive Board rights to confidentiality; including discussions that occur at legally held closed meetings of the board, and other privileged communications, such as attorney-client privileged communications.
  7. Board members will govern with civility and integrity to enhance the image of the College.
  8. Board members shall govern in a non-partisan manner consistent with the nature of public education.

**A.8 Board Operations** <sup>(R 4/12)</sup>**A.8.1 Board Operations Definitions** <sup>(R 2/08)</sup>

1. Regular meetings - Regular meetings of the Board of Trustees will be held in conjunction with the Board calendar and in accordance with Missouri Open Meetings law.
2. The Chancellor is authorized to call emergency meetings in consultation with the Board. The Board chair will notify all members of the Board.
3. Special Meetings - Special meetings may be called at any time in accordance with Missouri Open Meetings law by the Board Chair and will be called by the secretary upon written request of three or more members of the Board of Trustees. In all cases of special meetings, not less than 24 hours written notice stating the time and place of the meeting and the business to be considered will be given to each member and to the public. No business will be transacted at special meetings other than that stated in the notice.
4. Executive Sessions - Executive sessions of the Board may be called in accordance with state law.

**A.8.2 Board Process** <sup>(1/16)</sup>

The Board will operate in a consistent manner as follows:

1. The Board meeting schedule for the next calendar year will be adopted prior to September 1 each year. The Board will operate in accordance with the Missouri State Statute and other applicable state and federal statutes.
2. The Board chair and vice chair shall set the Board meeting agenda in consultation with the chancellor. The agenda setting meeting is open for observation to all Board members with 24 hours advance notice to the Board secretary.
3. The agenda will be set at least 72 hours prior to the regular Board meeting.
4. In the event of emergency situations not covered by specific policies, the chancellor, with the advice and consent of the Board chair, if practicable, shall have the authority to take any appropriate action required by such emergency. Action taken and the reason therefore shall be communicated to the Board as soon as practicable.
5. The Board shall establish an annual Board development budget to encourage the trustees to represent the college at appropriate meetings and for professional development activities.
6. The Board may elect to hold additional meetings to hear appeals of employees as outlined in applicable grievance procedures.
7. The Board may direct the administration to prepare new reports, prepare a written legal opinion, or gather new information only upon Board approval of an appropriate motion or upon written request by any two trustees or the Board chair. (A copy of the request and response will be sent to all other trustees.)

**A.8.3 Quorum** <sup>(R 2/08)</sup>

At all meetings of the Board of Trustees a majority of the entire membership of the Board will constitute a quorum to do business.

**A.8.4 Order of Business** <sup>(R 2/08)</sup>

The Board Chair will call the members to order on the appearance of a quorum. The order of business, unless modified by the Board, is outlined in Board Procedures, Section AP.11.

**A.8.5 Rules of Order** <sup>(R 4/12)</sup>

In all matters not covered by the rules of the Board, parliamentary procedures will be governed by *Roberts Rules of Order, Revised*.

**A.8.6 Agenda and Agenda Revisions** <sup>(R 2/08)</sup>

All items that require action at public meetings of the Board must be submitted in writing to the Board and made available to the public prior to the meeting. This policy may be waived by majority vote of members present.

**A.8.7 Recognition** <sup>(R 2/08)</sup>

Generally, no person other than a member of the Board of Trustees will be recognized to speak at any meeting of the Board except upon recognition of the chair. However, the chancellor or other staff members designated by the chancellor may speak at any time upon recognition by the chair or upon questioning by a member of the Board. The Board will give citizens the opportunity to address the Board, but reserves the right to limit the time allotted for remarks.

**A.8.8 Member Voting** <sup>(R 2/08)</sup>

No member of the Board may vote by proxy. Every member present will vote on all questions, unless a member abstains because of a conflict of interest.

**A.8.9 Recording the Vote** <sup>(R 2/08)</sup>

Actions taken by the Board will be determined by a majority vote of those present or such other greater vote of the Board as may be required by law. The vote will be recorded on all questions. Upon request, members may request a roll call vote and/or have the reasons for their votes recorded in the minutes.

**A.8.10 Late Vote** <sup>(R 2/08)</sup>

No member will be allowed to give or change a vote on any question after the result has been announced by the chair, unless by unanimous consent of the members of the Board.

**A.8.11 Board Removal/Resignation** <sup>(R6/16)</sup>

1. Any Board member who changes his/her domicile or residency from the sub-district from which said Board member was elected will be deemed to have vacated or resigned as a trustee of the College effective at the next regularly scheduled Board meeting following the change of domicile or residency. At the beginning of said meeting, the Board will announce the vacancy and publicly invite interested, legally-qualified citizens to apply in accordance with Board policy.
2. Any Board member failing to attend Board meetings for three consecutive regular meetings, unless excused by the Board for reasons satisfactory to the Board, will be deemed to have vacated his/her seat on the Board. At the third consecutive regular meeting missed, the Board will announce the

vacancy and publicly invite interested, legally-qualified citizens to apply.

1. If the Board finds that one of its members has violated duly promulgated bylaws of the St. Louis community College District, the Board's decision will become final and immediately effective pursuant to sec. 178.820.6(4) RSMo. The sub district seat will thereupon be declared vacant.

### **A.9 Amendment of Board Policy** (R 2/08)

Policies in this manual are the governmental rules of the Board of Trustees of St. Louis Community College.

These policies may be amended, repealed or added to by four affirmative votes of the Board. A request for policy revision must be made in writing and may be presented at any regularly scheduled Board meeting. Upon a Board member's action to lodge for public review, the policy revision will be acted upon at the next regularly scheduled Board meeting. Lodging may be waived by a unanimous vote of the Board. Board policies resulting from meet and confer activities may be adopted by an affirmative vote of four Board members without the necessity of lodging.

### **A.10 Board of Trustees Travel** (R 2/08)

Trustees will abide by administrative procedures regarding travel reimbursement on College business. Trustees are encouraged to stay well-informed by attending Board development activities. Upon return, trustees will report on their training and have their expenses ratified by the board.

### **A.11 Release of Information to the Public** (R 7/08)

Records of the College are open to the public unless closed in accordance with the action of the Board of Trustees in adopting this policy, state or federal law. All records of St. Louis Community College subject to closure pursuant to Missouri's Sunshine Law (Chapter 610, RSMO, Section 610.021 RSMO, as amended) are hereby closed.

For purposes of release of records not closed pursuant to this policy, the Board appoints the following employee as custodian of records:

Associate for Board Relations  
St. Louis Community College  
300 S. Broadway  
St. Louis, MO 63102  
(314) 539-5154

All Requests for records will be directed to the custodian. In addition, the district will train at least one (1) additional employee to serve as custodian of records in the absence of the official custodian.

After receipt of the request, the custodian of records shall:

- provide access within three business days or sooner if possible or explain in writing the reason for denial of access or for delay.
- provide a written statement or specific statutory grounds for denial no later than the third business day following the date that the request of the records is received.
- provide records in a requested format if that format is available.

Members of the public may request copies of public records. A charge may be made for copies, up to ten cents per page for copies no larger than 9x17. A reasonable charge for larger copies and for the cost of staff time required to perform document search or provide copies of public records may be charged.

#### **A.11.1 Electronic Communications** <sup>(7/08)</sup>

If a Board member transmits an e-mail relating to College business to at least three other members of the Board so that, when counting the sender, a majority of members are copied, a copy of the e-mail shall be sent to the custodian of records. Any such message, subject to the exceptions of Section 610.021, shall be considered a public record upon receipt by the custodian.

#### **A.12 Board Member Role in College Campaign Activities** <sup>(2/08)</sup>

Board members must acknowledge their roles and responsibilities in College Campaign Activities and recognize Board member actions will reflect upon the campaign, the Board and the College.

Board members will support College campaign activities, and at least one member, selected by the vote of the Board, will serve as liaison to the College campaign organization. That Board member (or members) will make the campaign organization's leadership aware of appropriate governance and accountability standards.

Board members will not be active decision makers in the College campaign.

Prominent persons lending their names to the College campaign leadership will be kept informed of major developments and participate in major decisions.

The College campaign organization will incorporate as a not-for-profit corporation under Chapter 355 of the Missouri Statutes.

A College Campaign Organization Leadership Committee should exist and define its role. It will participate in major decisions, such as the selection of College campaign advisors, legal advisors and other major vendors.

The Committee and the Chancellor will be kept informed of expenditures and other College campaign issues.

The Committee will adopt conflict of interest and nepotism policies in accordance with St. Louis Community College Board Policy C.5 **Conflict of Interest**, and the Board will insure, to the extent possible, compliance with these policies.

**A.12.1 College Campaign Finance Policies** <sup>(2/08)</sup>

Selection of principal advisors and major vendors by the College campaign organization will be based on the following:

- be selected by a request for proposal process,
- be within the College district,
- be selected based on their qualifications,
- have terms of engagement documented in writing.

All College Campaign expenses will be fully documented in a manner not unlike that required by the College.

Debit cards will be prohibited for Committee and campaign expenses.

Neither the Committee Treasurer, nor any deputy, will have the sole authority to initiate, authorize or make major expenditures.

Income and expense reports must be developed and provided to Committee members on a timely basis.

Appropriate internal controls will exist.

**A.13 Board Committees** <sup>(2/08)</sup>

The Board may establish committees to help carry out its responsibilities. Committees will be used in such manner as to support the mission of the college.

1. Board committees may not speak or act for the Board except when formally given such authority for specific and time-limited purposes. Expectations and authority will be carefully stated in order not to conflict with authority delegated to the Chancellor.
2. Board committees are to help the Board do its job, not to help or advise the staff do its jobs. Committees ordinarily will assist the Board by preparing policy alternatives for board deliberation.
3. Board committees are to avoid over-identification with organizational parts rather than the whole. Therefore, a Board committee that has helped the Board create policy on some topic will not be used to monitor organizational performance on that same subject.
4. Board committees cannot exercise authority over staff. In keeping with the Board's broader focus, Board committees will normally not have direct dealings with current staff operations.
5. This policy applies to only committees formed by Board action, whether or not the committees include non-Board members. It does not apply to committees formed under the authority of the Chancellor.

**A.13.1 Committee Structure** <sup>(2/08)</sup>

A committee is a Board committee only if its existence and charge come from the Board, regardless of whether Board members sit on the committee. The Board, in establishing committees, will determine committee goals and limits of committee authority.

All Board committees, whether served by one member or more, will obtain minutes of the meeting and should circulate the minutes to the entire Board.

**A.14 Chancellor Evaluation** <sup>(4/13)</sup>

As a regular and scheduled activity, the Board will evaluate the performance of the Chancellor based on goals and objectives and his/her appropriate criteria agreed to by the Chancellor and the Board of Trustees. The primary purpose of the evaluation will be to maintain high quality district and administrative leadership. (An ad hoc committee of the Board was appointed to develop the format and monitor the process.) The evaluation process will be designed in accordance with the following principles:

- The dates established for the Chancellor’s evaluation and goal setting process will align with the Fiscal year (July 1 – June 30). In the event a new chancellor is not hired at the beginning of the fiscal year, a mutually agreed upon date would be established between the Board and the Chancellor. The first evaluation will reflect progress in the months between the start and the end of the fiscal year.
- The annual evaluation shall be scheduled for June of each year with an informal progress review scheduled mid-year (January).
- The evaluation will be held at a scheduled time with no other items on the agenda.
- The Chancellor will complete a self-evaluation using the same form that the Board of Trustees will use. The self-evaluation will be submitted to the Board members prior to the scheduled evaluation session.
- The final evaluation will be a composite of the evaluations by individual Board members and shall be furnished in advance to the Chancellor. The Board, as a whole, will meet with the Chancellor to discuss the final evaluation. The evaluation shall include a discussion of both strengths and potential areas for improvement.
- The evaluation will be signed by the Chancellor and the Board Chair when final. A signed copy will be retained by the Chancellor and a signed and sealed copy will be placed in the Chancellor’s personnel file.
- The Chancellor and the Board of Trustees shall mutually agree upon the goals and objectives as they relate to strategic priorities for each year, as well as the format of the evaluation instrument.
- The Chancellor will present a draft of his/her annual goals to the Board each year in July. The Board and Chancellor will discuss the annual goals and the Chancellor will present a final document to the Board.

**A.14.1 Board Role in the Strategic Planning Process** <sup>(4/13)</sup>

The Board has a responsibility to be involved in setting and understanding the priorities established by the college’s long-term strategic planning process. The Board will assure the chancellor’s goals are aligned with the college’s strategic priorities. The Chancellor will present the college’s strategic plan each year to the Board, who will vote on the approval of said document. The strategic planning

process is outlined and begins in October of each fiscal year, and describes the board's role in the process in October and November.

**AP BOARD PROCEDURES**

**AP.1 Notice of Election** <sup>(R 1/08)</sup>

Before the 16th Tuesday prior to any election for the office of trustee, the secretary of the Board of Trustees, or the designee of the Board, will notify the general public of the opening filing date, the office or offices to be filled, the proper place for filing and the closing filing date of the election by publication of legal notice in at least one newspaper of general circulation in the St. Louis Community College District.

**AP.2 Declaration of Candidacy** <sup>(R 1/08)</sup>

All candidates for the office of trustee will file their *Declarations of Candidacy* in person in the Board secretary's office at the Corporate College at 3221 McKelvey, with the secretary of the Board of Trustees, or the designee of the Board, on the forms to be provided by St. Louis Community College, between 8 a.m. on the 16th Tuesday and 5 p.m. on the 11th Tuesday prior to the date on which the election of said trustee will be held.

**AP.3 Declaration of Candidacy Form** <sup>(R 1/08)</sup>

The *Declaration of Candidacy* forms will include the following information:

- a. The full name, residence address, and date of birth of the candidate. The candidate must be at least 21 years of age.
- b. The length of time said candidate has resided in the district and subdistrict.
- c. A statement that the candidate has been a resident voter of his/her election district for at least one year next preceding the election for which the candidate is filing.
- d. A statement that applicant is a citizen of the United States, together with a designation of the birthplace of the candidate if born in the United States, or the date on which and the place at which the candidate became a naturalized citizen, whichever is applicable.

**AP.4 Placement on Ballot** <sup>(R 1/08)</sup>

The placement of candidates' names on the ballot shall be determined according to the order of filings by such candidates; except that, in the case of candidates who file a *declaration of candidacy* with the secretary of the Board of Trustees or the designee of the Board prior to 5:00 p.m. on the first day for filing for election, the order shall be determined by lottery. All candidates will be notified of the lottery and all other requirements for filing for office at the time the candidate receives the filing forms.

The lottery will be conducted by the Board secretary or a designee of the Board who is not a candidate for that election. The lottery will be held at the place designated for the filing of the declaration of candidacy as set forth in Board Policy A3.2 herein.

## **DIVISION AP – GOVERNANCE PROCESS      BOARD PROCEDURES**

The lottery for order of placement on the ballot for candidates for the Board of Trustees will be accomplished by use of a wire lottery basket. The lottery procedure will be witnessed by two college employees designated by the Board of Trustees.

Specifically, the lottery procedures are as follows:

- a. The Board secretary, or designee of the Board of Trustees who is not a candidate for that election shall deposit into a wire lottery basket, balls of identical size and weight numbered one (1) through twenty-five (25) as close to 8:00 a.m. as practicable on the first day for filing for election and prior to acceptance of the first declaration of candidacy from any candidate.
- b. After all of the numbered balls have been placed into the wire lottery basket the Board secretary, or Board designee, who is not a candidate for that election, shall spin the lottery basket ten times.
- c. Thereafter, each candidate shall draw a numbered ball at random at the time of filing his/her declaration of candidacy by executing a single reverse turn of the wire lottery basket, at the direction of the Board secretary, or Board designee, who is not a candidate for that election.
- d. The Board secretary or Board designee who is not a candidate for that election shall spin the wire lottery basket five times between the drawing of each numbered ball, except that spinning the wire lottery basket ten times after initially depositing all of the numbered balls into the wire lottery basket as set forth in Board Policy A3.3 (b) above, shall be sufficient for the drawing of the first numbered ball by the first candidate to file his/her *Declaration of Candidacy*. A spin of the lottery basket consists of one 360 degree turn of the basket handle.
- e. The Board secretary or a designee of the Board of Trustees who is not a candidate for that election shall record the number drawn with the candidate's *Declaration of Candidacy*. Thereafter, the numbered ball shall be set aside and not returned to the wire basket.

The names of candidates filing on the first day of filing for election shall be listed for each office on each ballot in ascending order of the numbers so drawn. For example:

Michael Smith, Kathy Jones, James Carter and George Brown each file their declaration of candidacy on the first day of filing for election and draw a numbered ball. Michael Smith files first and draws ball number 10, Kathy Jones files second and draws ball number ball number 22, James Carter files third and draws ball number 5, and George Brown files fourth and draws ball number 17.

The order in which the four candidates will appear on the official ballot will be as follows:

## **DIVISION AP – GOVERNANCE PROCESS      BOARD PROCEDURES**

James Carter    (Ball 5)  
Michael Smith   (Ball 10)  
George Brown   (Ball 17)  
Kathy Jones     (Ball 22)

### **AP.5 Elections, How Conducted** (R 1/08)

All elections will be conducted in accordance with state law.

### **AP.6 Certificate of Notice** (R 1/08)

Not later than 5 p.m. on the 10th Tuesday prior to the election, the Board's designated election official, or in the absence of such designation, the chancellor will cause to be certified to the appropriate Board(s) of Election Commissioners: (a) those candidates filing *Declarations of Candidacy* who meet the requirements of a candidate for the Board of Trustees of St. Louis Community College and/or (b) the text of all questions to be voted upon.

The Board's designated election official also will deliver to the Board(s) of Election Commissioners a certified copy of the legal notice of election published pursuant to Missouri statute.

### **AP.7 Certification of Results** (R 1/08)

Within seven business days after receipt of the official election returns from the appropriate Board(s) of Election Commissioners, at least a majority of the then-qualified members of the Board of Trustees will tabulate the results so received and declare and certify the candidate or candidates receiving the greatest number of votes and the result of balloting upon any question. Said certification will be authorized by the Board, signed by the secretary, affixed with the official seal, and lodged in the official records of the College. The secretary will, upon such certification, issue certificates of election on forms to be approved by the Board of Trustees.

### **AP.8 Oath** (R 4/12)

All members of the Board of Trustees will be required to take and subscribe to an oath of office in the following form:

I do solemnly affirm that I will support and defend the Constitutions of the United States and of the State of Missouri, and that I will faithfully conduct myself in the office of trustee of St. Louis Community College.

### **AP.9 Assuming Office** (R 6/16)

Election results, if received from the relevant election commissioners, will be certified as the first agenda item at the first regular meeting of the Board of Trustees after the

## **DIVISION AP – GOVERNANCE PROCESS      BOARD PROCEDURES**

election of a member or members of the Board of Trustees. Then said member(s) should present themselves for the purpose of being seated. If election results have not been received prior to the first regular Board meeting, then election results will be certified at the next Board meeting and the member(s) should present themselves for the purpose of being seated. If the oath of office has not already been taken, the newly elected member or members will then swear or affirm the prescribed oath. A new member will file the oath with the secretary of the Board. The chair of the Board of Trustees will thereupon recognize him/her as a member of the Board of Trustees. Thereafter, the newly-elected trustee will be entitled and qualified to perform the duties of the office of a member of the Board of Trustees.

### **AP.10 Vacancy, How Filled <sup>(R 6/16)</sup>**

Whenever a vacancy occurs in the membership of the Board of Trustees for any reason, the Board will announce the vacancy at its next regularly scheduled meeting. Thereupon the Board will publicly invite interested, legally-qualified citizens to apply in writing to fill the vacancy until the next election of trustees.

The application will include the *Declaration of Candidacy* form as specified in Board policy, a statement of reasons for seeking the appointment and any other information, including a résumé, which the applicant believes may be helpful to the Board. Applications must be submitted to the Chancellor's office at least five days before the Board meeting at which applicants are to be interviewed.

If no suitable applicant is found after the Board has conducted interviews, the Board will again publicly invite interested, legally-qualified citizens to apply in writing to fill the vacancy.

The process of accepting applications and conducting interviews will continue until the Board, by majority vote of the remaining trustees, appoints an applicant to hold office until the next election held by St. Louis Community College when a trustee will be elected for the unexpired term. The newly-appointed trustee will take the oath of office and be seated at the next regular meeting of the Board.

Whenever a vacancy occurs in the appointed member's seat due to death, resignation, removal from the district, or by operation of law or otherwise, the coordinating board for higher education shall, in a like manner, appoint a competent person to fill such vacancy and shall communicate his or her action to the board secretary of the district. Such appointed member shall hold office for the remainder of the unexpired term.

## **DIVISION AP – GOVERNANCE PROCESS      BOARD PROCEDURES**

### **AP.11 Order of Business** <sup>(R 6/16)</sup>

The Board Chair will call the members to order on the appearance of a quorum. The order of business, unless modified by the Board, will be as follows:

- I. General Functions
  1. Call to Order and Roll Call
  2. Welcome to Guests
  3. Citizens Desiring to Address the Board Regarding Agenda Items\*
  4. Adoption of Agenda/Revisions to Agenda
  5. Acceptance of Minutes
  6. Recognition of Student and Staff Accomplishments
  7. Informational Presentations
  8. Approval of Executive Session Resolution
  9. Board of Trustees Business
  10. Approval of Consent Agenda Items
    - a. Academic and Student Affairs
    - b. Human Resources
    - c. Bid Awards
    - d. Finance
    - e. Contracts and/or Agreements
    - f. External Funds
  11. Communications
    - 11.1. Chancellor's Report
    - 11.2. Board Chair's Report
    - 11.3 Citizens desiring to address the Board regarding other concerns
    - 11.4 Board Member Comments
  12. New Business
  13. Adjournment

\*Persons who wish to speak to the Board should sign in before the beginning of the meeting. The amount of time allotted to persons to speak will normally be limited to two minutes. Exceptions may be granted at the Board's discretion. During the meeting, the Board Chair, with unanimous consent of the Board, may recognize unregistered persons who wish to speak to the Board.

### **AP.12 Chancellor Evaluation Process** <sup>(4-13)</sup> (BP A.14)

Key dates for the Chancellor's evaluation process will be based on the calendar year:

1. **May** – the Board will initiate the annual evaluation process in May. The assessment will be based on a mutually agreeable format and criteria, which will

## **DIVISION AP – GOVERNANCE PROCESS      BOARD PROCEDURES**

reflect the goals and objectives of the past year and agreed-upon expectations for leadership and performance, and his/her criteria as determined.

The Chancellor will submit a self-evaluation in a clearly organized fashion, including appropriate documentation, utilizing the board evaluation form. Using the self-evaluation provided by the Chancellor and their knowledge of the Chancellor's performance, Board members will provide their individual feedback concerning the Chancellor's performance to the Board Chair, using the annual evaluation form for the Chancellor.

Based on the feedback from the entire Board, the chair will compile all ratings and comments for the annual review of the Chancellor. Each Board member will receive the compiled annual review of the Chancellor.

- 2. June** – The Board will receive the evaluation within 7-10 working days prior to the June Board meeting. In the June executive session, the entire board and the Chancellor will have a discussion of his/her annual progress and of his/her evaluation. The discussion will include reviewing the evaluation documents, progress on his/her annual goals as agreed to by the Board, and any changes to his/her contract, including his/her salary, for the upcoming year. The Board will vote to adopt the Chancellor's evaluation, any changes to his/her contract, and his/her salary for the upcoming year following the discussion with the Chancellor over these matters.
- 3. July** – The Chancellor will present to the Board a draft of his/her annual goals for the upcoming year. The Board will discuss the annual goals with the Chancellor during an executive session in July. The Chancellor will present a final document of his/her annual goals to the Board prior to the August board meeting. These materials will be included in the board meeting packet.
- 4. August** – The Board will come to consensus on the Chancellor's annual goals for the next academic year.

**B GENERAL ADMINISTRATION****B.1 Chancellor** (R 7/94)

The chancellor is the chief executive and administrative officer for the Board of Trustees. Subject to Board overview, the chancellor provides leadership for the College to fulfill its stated educational mission by providing for an effective organization and administration; sound stewardship and development of all College resources -- human, fiscal and capital; stewardship of the College's image; appropriate planning; and effective links between the College and its students, community and educational constituencies. The chancellor executes directly or by delegation all executive and administrative duties in connection with the operation of the College. Terms and conditions of appointment are as determined by the Board. (*See Job Description book available in the Human Resources department.*)

**B.2 Officers of the College** (R 6/16)

The officers of the College are the chancellor, the vice chancellor for academic affairs, the vice chancellor for student affairs, the vice chancellor for finance and administration, and the vice chancellor for information technology/chief information officer or designee.

**B.3 Temporary Delegation of Responsibility** (R 6/16)

The chancellor may designate any officer to carry out his/her duties during a temporary absence of less than 30 days. If no such designation is made in writing to the Board (or Board chair), the vice chancellor for academic affairs will assume the chancellor's duties in his/her absence. When the chancellor and the vice chancellor for academic affairs both are absent, the vice chancellor for finance and administration will assume the chancellor's duties until the return of the vice chancellor for academic affairs or the chancellor.

If the chancellor is absent or is expected to be absent for more than 30 working days or two regularly scheduled Board meetings, the Board of Trustees will appoint a temporary replacement.

**B.4 Internal Governance** (R 7/94)

[AP B 2; B 2.1; B 2.2]

The College will provide internal governance structures which ensure the accomplishment of the College's mission and provide for broad employee and student participation.

**B.5 The College Calendars** (R 1/00)

[AP B 3.1, B 3.2 & G 4]

**B.5.1 College Calendar** (R 1/00)

[AP B 3.1]

Annually, the Board establishes the college calendar to define holidays and work-related schedules. Educational and support services may be provided seven days a week as determined to be necessary and desirable. College offices will normally remain open for service throughout the year on a five-day week, Monday through Friday basis, except for those days when the College is officially closed. (Refer to policy C 26 for list of College holidays.)

**B.5.2 Academic Calendar** (1/00)

[AP B 3.2 & G 4]

Annually, the Board will approve a related academic calendar to establish the schedule for students and faculty for academic terms with course-and instruction-related activity.

**B.6 Board Policy/Administrative Procedures** (R 6/16)

[AP B 4.1, B 4.2 & B 4.3]

The official record of the policies of the Board of Trustees of St. Louis Community College will be maintained by the Board secretary. Administrative procedures are approved by the chancellor and will be maintained by the Chancellor's office. A copy of Board Policy/Administrative Procedures will be kept on the College's website. Notification of revisions to Board Policy or Administrative Procedure will be communicated via e-mail to all faculty and staff.

**B.6.1 Board Policy/Administrative Procedures Review** (R 6/16)

[AP B 4.3]

To avoid obsolescence of the Board Policy/Administrative Procedures Manual, the College will engage in a complete review of the entire manual every three years.

**B.7 External Funding** (R 3/10)

[AP B 5.1, B 5.2, B 5.3 & B 5.4]

The College will seek external funds for the benefit of College priorities within approved administrative procedures. All grants and donations having a value in excess of \$10,000 must be submitted to the Board of Trustees for approval.

**B.7.1 Corporate Sponsorship** (12/00)

[AP B 5.5.1 – 5.5.4]

St. Louis Community College, recognizing the benefit of sponsorships, advertisements

and gifts, supports the consideration of such opportunities that will enhance its mission, values, goals and objectives.

**B.8 Freedom of Expression** <sup>(R 7/94)</sup>**B.8.1 Academic Freedom** <sup>(R 7/94)</sup>

The College endorses the principle of academic freedom and desires to foster respect for differing points of view. The faculty have the freedom to objectively present controversial issues related to the College's mission. However, the College will not condone student or faculty actions which deprive other students, employees or visitors of their rights.

**B.8.2 Right to Free Expression** <sup>(R 7/94)</sup>

[AP B 6]

The College also endorses the principle of freedom of expression for all persons. The College may invite visits from outside speakers representing diverse points of view in the furtherance of its educational mission. The College reserves the right to ensure that opportunity be provided to challenge those views. The College reserves the right to uniformly regulate the time, place and manner of the exercise of free expression rights.

**B.9 Non-discrimination as Related to Admissions, Educational Programs, Activities and Employment** <sup>(R 2/10)</sup>

[AP C 7] [AP G 15] [AP E 3]

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, genetic information or status as a disabled or Vietnam-era veteran and will take action necessary to ensure non-discrimination.

In furtherance of the College's commitment, grievance procedures for the prompt and equitable resolution of complaints are set forth in the College's designated Administrative Procedures.

**B.10 Americans with Disabilities Act and Rehabilitation Act of 1973** <sup>(R 6/07)</sup>

[AP B 7, G 6.1]

The College is committed to compliance with the Americans with Disabilities Act (ADA) and Rehabilitation Act of 1973 and will provide opportunities for qualified persons with disabilities in all activities, programs, or services operated or sponsored by the College, including, but not limited to, employment, academic services and programs, and student services.

The College recognizes that compliance with these Acts requires the awareness of all employees and the commitment of institutional resources. Therefore, the administration will continuously evaluate compliance with the ADA and Rehabilitation Act of 1973 and take appropriate steps to rectify institutional deficiencies.

In furtherance of the College's commitment, grievance procedures for the prompt and equitable resolution of complaints are set forth in the College's designated Administrative Procedures.

### **B.11 Equal Employment Policy and Affirmative Action Commitment** (R 7/94)

St. Louis Community College will provide equal opportunity in all terms and conditions of employment for all persons. The College prohibits discrimination and will promote the full realization of Equal Employment Opportunity through a continuing college-wide Affirmative Action commitment. This policy applies to, and must be an integral part of, every aspect of personnel policy and practice in the employment, development, advancement, and treatment of employees and applicants for employment.

#### **B.11.1 Affirmative Action Commitment** (R 7/94)

The College will administer all terms and conditions of employment such as recruitment, appointment, promotion, compensation, benefits, transfer, training, and educational opportunities without regard to race, color, religion, sex, sexual orientation, national origin or ancestry, age, disability or status as a disabled or Vietnam-era veteran. The College will comply with applicable federal and state laws, rules and regulations and give special attention to increasing the participation of minorities, women, persons with disabilities, and disabled or Vietnam-era veterans in all levels of the College's work force and student body. The College ensures that the work place and student environment are free from sexual or racial harassment or intimidation of any kind.

The Affirmative Action plan will detail efforts to ensure Equal Employment Opportunity in the work place and educational environment. The plan will address efforts to seek out, admit, employ, and promote members of protected classes who are not sufficiently represented in the College's work force.

### **B.12 Sexual Harassment** (R 10/03)

St. Louis Community College is committed to providing an academic and work environment that is free from sexual harassment. In keeping with this commitment, the College prohibits sexual harassment of any member of the College community. Sexual harassment in any form, including verbal, written, physical or visual harassment will not

be tolerated. Sexual harassment may include, without limitation, unwelcome sexual advances, attempts to coerce any member of the College community into a sexual relationship or to punish such persons for refusing to submit to sexual advances, or conduct of a sexual nature which creates an intimidating, hostile or offensive academic or work environment.

Any member of the College community who has a sexual harassment complaint may obtain redress through administrative procedures of the College. The College will respond to sexual harassment complaints promptly and in an equitable manner.

All information regarding complaints of sexual harassment is confidential and will be revealed only to those directly involved with the investigation and/or resolution of the complaint. Breaches of confidentiality may result in disciplinary action. Retaliation against anyone who brings a complaint of sexual harassment is prohibited.

A student or employee of the College found to have violated this policy will be subject to disciplinary action, up to and including dismissal from the College or termination of employment.

### **B.13 Sexual Assault** (R 7/94)

St. Louis Community College will provide an environment for its students, employees and visitors that will, to the greatest extent possible, preclude the occurrence of sexual assault. For purposes of this policy, the term "sexual assault" includes rape, acquaintance rape, or any other sexual offenses, forcible or nonforcible. In keeping with this commitment, the College has established a policy prohibiting sexual assault in any form.

Any student, employee or visitor who is sexually assaulted on College property or at any College-sponsored or -supervised activity may obtain redress both through College channels and local, state, and federal law enforcement agencies.

Students or employees of the College found to have violated this policy will be subject both to disciplinary action by the College up to and including dismissal or termination and prosecution by appropriate law enforcement agencies.

#### **B.13.1 Educational Programs** (R 7/94)

St. Louis Community College will utilize a number of strategies and activities specifically designed to educate the College community regarding sexual assault issues and to promote awareness of rape, acquaintance rape, and other sex offense prevention strategies. The strategies and activities referenced above may include the use of posters, flyers, brochures, videos, lectures, and awareness days/weeks.

**B.13.2 Sanctions** <sup>(R 7/94)</sup>

In the case of a student found to have committed a sexual assault as a result of an on-campus disciplinary hearing, suspension or dismissal from the College will be extremely likely. In the case of an employee found to have committed a sexual assault, disciplinary action up to and including immediate dismissal will be imposed by the College.

**B.13.3 Procedures to Follow in the Event of Sexual Assault** <sup>(R 6/16)</sup>

In the event a student, employee or visitor is sexually assaulted on College property or at a College-sponsored or -supervised activity, the following procedures should be followed:

- a. The student, employee or visitor should, as soon as possible after an assault has occurred, contact the College police, Campus Chief Student Affairs Officer, the Title IX Coordinator, a member of the counseling staff, or any other available employee to report the incident. An official report should always be filed with the College police department.
- b. The student, employee or visitor should, to the greatest extent possible, preserve any physical evidence that may help to establish proof of criminal assault and/or identify a perpetrator.
- c. The student, employee or visitor should consider the advice of the College police relative to reporting the incident to local, state or federal authorities. If the victim wishes, the College police will assist with the reporting.

**B.13.4 Campus Disciplinary Proceedings** <sup>(R 6/16)</sup>

In the case of on-campus disciplinary action regarding an alleged sexual assault, the accuser and the accused are entitled to the same opportunities to have others present during a campus disciplinary proceeding, and both the accuser and the accused should be informed of the outcome of any campus disciplinary proceedings brought alleging a sexual assault. (For actual student disciplinary procedures, see *Student Rights and Responsibilities* in the *Fact Finder* student handbook on the College website at [www.stlcc.edu/need2know](http://www.stlcc.edu/need2know).)

**B.13.5 Notifying Proper Law Enforcement Authorities** <sup>(R 7/94)</sup>

(See B 13.3 Procedures to Follow in the Event of Sexual Assault.)

**B.13.6 Notifying Students of Existing Counseling Opportunities** <sup>(R 7/94)</sup>

Victims of sexual assault, students and employees alike, will be provided information by the College relative to the existence of on- and off-campus counseling and mental health services and will be strongly encouraged by the College to utilize such services.

**B.13.7 Notifying Students of Options for, and Available Assistance in, Changing Academic and Living Situations** <sup>(R 7/94)</sup>

Upon request, all victims of sexual assault, students and employees alike, will be provided options by counseling staff relative to changing academic or living situations after an alleged sexual assault incident.

**B.14 Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS)** <sup>(R 7/94)</sup>

According to current findings of the Centers for Disease Control, the Human Immunodeficiency Virus (HIV), which causes Acquired Immunodeficiency Syndrome (AIDS), is transmitted through sexual contact and exposure to infected blood or blood components and perinatally from mother to neonate. This understanding may be revised as necessary to reflect new medical and legal information on HIV and AIDS. A person's HIV status will not restrict him/her from the College's educational programs, services or employment opportunities, unless otherwise medically indicated or required by law.

The College will institute educational and infection control programs for students and employees which respond appropriately and effectively to this epidemic. To ensure non-discrimination and to respond to the challenges of this epidemic with sensitivity and flexibility, the College will respond on an individual, case-by-case basis to any known instance of HIV infection among the members of the College community when revealed by a student or an employee. An individual review and evaluation will be conducted, and the College's response will take into consideration the expressed desires and opinions of the person with the HIV infection, the recommendations of the individual's personal physician, and the College's commitment to the protection, to the extent possible, of both the public health and the individual's rights. The review will provide recommendations for reasonable accommodations and/or restrictions.

To ensure confidentiality, no information about a student's or employee's HIV status will be shared with any employee, outside third party, other students, or the student's or the employee's family without the knowledge and written consent for each instance of disclosure of the student or employee involved, unless otherwise required by law.

All College students' and employees' health and employment records which refer to HIV or AIDS will remain confidential in accordance with College policy. No information related to HIV status will be entered in a student's educational records or an employee's personnel file. Willful or negligent disclosure of confidential information about an individual's medical condition will be cause for disciplinary action up to and including dismissal.

The College expressly prohibits discrimination, including harassment, against employees or students who are known or believed to have an HIV infection and/or against individuals because they have or are assumed to have a relationship or association with a person with HIV infection.

College officials and Human Resources staff, together with an HIV/AIDS Task Force which represents all segments of the College community, will promote AIDS education collegewide. This promotion will include, but not be limited to, the college-wide dissemination of accurate, up-to-date information on the transmission and prevention of AIDS.

### **B.15 Universal Precautions** (R 7/94)

[AP B 10 & B 10.1]

St. Louis Community College requires employees and students to use "universal precautions" to minimize contact with Hepatitis B Virus (HBV), Human Immunodeficiency Virus (HIV), and other blood-borne pathogens. Exposure incidents involving blood or other potentially infectious materials which occur as a result of College activities will be reported for appropriate follow up, in accordance with administrative procedures.

### **B.16 Code of Ethics** (R6/16)

#### **B.16.1 Declaration of Policy**

The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain St. Louis Community College ("College") officials and employees of private financial or other interests in matters affecting the College.

#### **B.16.2 Conflicts of Interest**

- a. All members of the Board of Trustees as well as employees of the College must comply with section 105.454 of *Missouri Revised Statutes* on conflicts of interest as well as any other state law governing official conduct.
- b. Pursuant to section 105.460 of *Missouri Revised Statutes*, any member of the Board of Trustees who has a substantial personal or private interest in any measure proposed or pending before the Board must, prior to passing on the measure, disclose that interest in writing to the secretary of the Board, and such disclosure will be recorded in the minutes of the College.

"Substantial personal or private interest" is any interest in a measure which

results from ownership by the individual, his/her spouse, or his/her dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more per year from any individual, partnership, organization, or association within any calendar year.

**B.16.3 Disclosure Reports<sup>(R6/16)</sup>**

Each College trustee, the chancellor, vice chancellors, general counsel, and the chief purchasing officer will disclose the following information by May 1 if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity (spouse, parents or children) of such person, the date and the identities of the parties to each transaction with a total value in excess of \$500, if any, that such person had with the College, other than compensation received as an employee or payment of any tax, fee or penalty due to the College, and other than transfers for no consideration to the College.
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of \$500, if any, that any business entity in which such person had a substantial interest, had with the College, other than payment of any tax, fee or penalty due to the College or transactions involving payment for providing utility service to the College, and other than transfers for no consideration to the College.
- c. The chancellor and the chief purchasing officer also will disclose by May 1 for the previous calendar year the following information:
  1. The name and address of each of his/her employers from whom income of \$1,000 or more was received during the year covered by the statement;
  2. The name and address of each sole proprietorship that he/she owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he/she was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which he/she owned 10 percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation

system in which he/she owned 2 percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which he/she served in the capacity of a director, officer or receiver.

**B.16.4 Filing of Reports** <sup>(R 6/97)</sup>

The financial interest statements will be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year.

1. Every person required to file a financial interest statement will file the statement annually not later than May 1 and the statement will cover the calendar year ending the immediately preceding December 31; provided that such person may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
2. Each person appointed to office will file the statement within 30 days of such appointment or employment covering the calendar year ending the previous December 31.

Financial disclosure reports giving the financial information required in section 16.3 will be filed in duplicate with the College's custodian of records and with the Missouri Ethics Commission. The reports will be available for public inspection and copying during normal business hours.

**B.16.5 Reaffirmation of Policy** <sup>(8/09)</sup>

A certified copy of this policy adopted prior to September 15 biennially, shall be sent within 10 days of its adoption to the Missouri Ethics Commission.

**B.17 Expenditure of College Funds** <sup>(R 7/94)</sup>

All expenditures of College funds must be authorized. Unauthorized expenditures will not be reimbursed and are strictly the responsibility of the individual.

**B.18 Interns** <sup>(R 7/94)</sup>

The College may enter into agreements with higher education institutions and other entities for the placement of their students as interns in the College. Board approval is required where remuneration is involved.

**B.19 Prohibition of Corporal Punishment, Abuse or Neglect to Children** <sup>(9/96)</sup>

No employee, student or volunteer will subject any child in a College child care facility or in any other College facility, course or activity to corporal punishment or to child abuse or neglect as defined by state law.

**B.20 Outcomes Assessment** <sup>(7/98)</sup>

St. Louis Community College is committed to the continuous assessment of programs and services and the use of the results thereof to improve learning and institutional effectiveness.

**B.21 Consensual and Familial Relationships Policy** <sup>(12/01)</sup>

**Conflict of Interest:** the college prohibits as a conflict of interest members of the College community from assuming or maintaining supervisory or evaluative authority over individuals within the College community with whom they have or have had a consensual or familial relationship. Such relationships may result in favoritism or the perception of favoritism that imperils the integrity of the educational environment.

**Necessary Actions:** both parties to the relationship are responsible for advising the appropriate supervisor or department chair of the existence of the relationship.

Individuals must take specific actions to remove themselves from all decisions and actions that may influence the evaluation, career or status of an employee or student with whom they have or have had a consensual or familial relationship. Such decisions include but are not limited to employment, retention, promotion, salary, leave of absence, discipline and termination. An instructor who has or has had a consensual or familial relationship with a student must never participate in any evaluative or supervisory academic activity, including advising and counseling, with regard to the student.

**Accommodations:** the College administration will take immediate steps to eliminate the supervisory or evaluative capacity of the educational or work relationship. This may be accomplished by reassigning duties or responsibilities of the individual in the position of authority. Alternative arrangements must be made for grading and evaluating an affected student's work in a manner comparable to other students' work. Written permission for exceptions to this policy may be granted by the Chancellor to accommodate students in selected programs.

**Disciplinary action:** violation of this policy may lead to disciplinary action, up to and including termination. Persons bringing groundless or malicious charges under this policy are subject to disciplinary action for misconduct including but not limited to termination and dismissal.

**Definitions:**

**Consensual relationship:** any amorous or romantic relationship, including but not limited to sexual and dating relationships, or other close personal relationship the nature of which could adversely affect an employee's impartiality.

**Familial relationship:** includes persons who are related to an employee by blood, marriage or legal custody are as follows: mother, father, step-child, foster parent foster child, husband, wife, son, daughter, brother, sister, grandparent, grandparent of spouse, current mother- or father-in-law, brother- or sister-in-law, niece or nephew or his/her

spouse, grandchild or his/her spouse, uncle or aunt, uncle or aunt of spouse, first cousin or any relative living in the immediate household.

**B.22 Safety** <sup>(2/02)</sup>

[AP B 13]

The College strives to eliminate accidents resulting in personal injury, property damage and unnecessary human suffering; to provide and maintain safe and healthful conditions; and to follow operating practices that will safeguard all students, visitors and staff. Students and employees are required to utilize proper and safe procedures and practices at all times, and to promptly report accidents and hazardous situations. Upon receipt of such reports, the College will take appropriate action.

**B.23 District Wide Tobacco Ban** <sup>(9/14)</sup>

The College is committed to providing an environment that is safe and healthy. Use of tobacco products, illegal substances, and all forms of electronic smoking devices is prohibited on all college property and in all college vehicles. There will be no designated smoking areas within the property boundary. Violators may receive disciplinary action.

**B.24 Firearms on College Property** <sup>(10/03)</sup>

Except for licensed police officers, no person shall possess or carry any firearm, visible or concealed, on College property (including College buildings, grounds, leased or owned by the College, College athletic fields, and parking lots), or in any College van or vehicle, or at College-sponsored activities. Firearms, visible or concealed, are likewise prohibited in vehicles, which are on College property, or on College-leased property, or on the property of a College-sponsored activity. No College official or employee may give consent under Missouri statute for any person, other than a licensed police officer, to carry a concealed firearm into any College facility, property, or activity. College employees, who hold concealed carry endorsements as allowed by Missouri law, may not carry or bring any firearm, visible or concealed, on College property, owned or leased, or at any College activities.

**B.25 Use of Social Security Numbers** <sup>(01/06)</sup>

[AP B 14]

St. Louis Community College (“the College”) strives to protect the confidential nature of social security numbers without creating unreasonable obstacles to the conduct of the College’s business and the provision of services to its constituents. The College is committed to the proper handling of social security numbers of its students, employees, and individuals associated with the College and the maintenance of those numbers as confidential information.

**B.26 Instructional Resources Records Confidentiality** <sup>(2/07)</sup>

[AP B.15]

To safeguard the privacy of all individuals who use the library and media departments of the College, user and circulation records are to be treated as confidential records as described under Missouri State Law (R.S. MO. Section 182.815: *Disclosure of library records, definitions*; and Section 182.817: *Disclosure of library records not required – exceptions*). Records including borrowing and use records are additionally protected by Federal privacy laws (20 USCS Section 1232G: *Family Educational Rights and Privacy Rights Act*) and St. Louis Community College Board Policy (G.14: *Confidentiality of Student Records*). All personnel who need access to such information in the course of their employment are required to maintain the confidentiality of this information.

**B.27 Care of Payment Card Information** <sup>(6/09)</sup>

St. Louis Community College (“The College”) is committed to the proper handling of credit card and debit card information which the college accepts from students, staff, and other parties in the course of transacting business. The college is committed to compliance with the Payment Card Industry Data Security Standards (PCI DSS) established by the payment card industry.

**B.28 Granting of Honorary Degrees and Trustee Service Awards** <sup>(12/16)</sup>*General Guidelines – Honorary Degrees*

- The authority to award honorary degrees rests with the Board of Trustees. The College shall grant no more than one honorary degree to an individual in his/her lifetime. A record of previous honorary degree recipients, along with any other consideration, shall be maintained by the Board Secretary.
- The Chancellor shall appoint a committee of 9 members comprised of representatives from each campus to solicit suggestions from all sources for honorary degree recipients. Committee members shall serve at the pleasure of the Chancellor for a term of no more than two years. Membership could include faculty, senior administrators, staff, students and/or a Board of Trustee member. The committee shall adhere to strict rules of confidentiality.
- After preparing its recommendations, the Committee shall present to the Chancellor the names of nominees by February 1. Following background research and other appropriate due diligence, the Chancellor will forward the name or names of viable nominees to the Board of Trustees for approval at the Board’s

next regular meeting. Typically, one recipient will be recognized each year, but may not occur every year.

- Once the Board has approved the nominees, the Chancellor shall personally notify the honoree(s) of such recognition.
- The format of the honorary degree itself is to be the same as that for degrees awarded students and shall be presented at the College’s annual graduation ceremony.
- Any honorary degree shall not be awarded in abstentia unless specifically recommended by the Committee and approved by the Chancellor and Chairman of the Board of Trustees. Should an honorary degree designee be unable to accept in the year the degree is awarded, the name shall be resubmitted for Committee approval if the Committee recommends conferring the degree in a later year.
- The following guidelines are suggested in selecting honorary degree recipients:
  - Persons who have rendered distinctive service to the College, to the St. Louis Community College district or to the State of Missouri;
  - Persons who have achieved distinguished scholarly or artistic achievements, regional, national or international contributions to the public arena; and/or substantial contributions to the St. Louis Community College district;
  - Alumni whose work has been influential and had a significant and lasting positive impact on significant issues of concern to the College and the St. Louis community it serves;
  - A person of high distinction, from the St. Louis Region, the nation or abroad, who is not necessarily associated with the College or the State of Missouri;
  - As a general policy, honorary degrees should not be awarded to active members of the College trustees, faculty or staff for career distinction achieved at the College unless retired from the College for three years nor to political officials unless retired from political life.
- Each year, the Board may also wish to consider recognizing one deserving individual or organization with a “Trustees’ Service Award” for exceptional support, service, or cooperation with the College, to the lasting benefit of its students.
- Recipients of the “Trustees’ Service Award” may be selected by the following procedure:
  - By February 1, any sitting Trustee may nominate individuals or organizations for recognition by submitting a letter of nomination to the Board Secretary.
  - All of the nominees should be subject to background research and appropriate due diligence.
  - Once the background research has been completed, a list of viable nominees shall be submitted by the Chancellor to the Board for consideration at its next

regular meeting. Award recipients shall be determined by a unanimous vote of the Board.

- The Chancellor shall notify the honorees on behalf of the Board. The Award(s) may be presented at a monthly Board meeting or whenever the Board deems appropriate.
- The “Trustees’ Service Award” will consist of an appropriate resolution/certificate signed by sitting Trustees and the Chancellor, and sealed and certified by the Board Secretary.

**C ALL COLLEGE EMPLOYEES**

*(Provisions regarding specific employee groups may be found in the following: full-time faculty Joint Resolution, classified office and technical bargaining unit Resolution and physical plant employees Resolution.)*

**C.1 Obligations of All Employees** (R 4/95)

It will be the duty of all employees of St. Louis Community College, unless otherwise specifically noted in their contracts or terms of employment, to devote their full professional services and their individual skills to the service of St. Louis Community College. All employees will conduct themselves in the discharge of their duties to reflect credit upon and to promote the interests of the College.

**C.2 Enforcement of Board Policy/Administrative Procedures** (R 4/95)

The policies of the Board of Trustees and the College's administrative procedures will be deemed incorporated in each contract of employment executed on behalf of the College and as a part of the terms and conditions of employment of employees who do not have contracts of employment. Violation of any of the Board policies or administrative procedures will be a cause for disciplinary action, including, but not limited to, termination of employment and of contracts of employment.

**C.3 Wage and Salary Administration** (R 4/95)

[AP C 5]

The salary and fringe benefits provided by the College to its employees are for the purpose of obtaining, motivating and retaining competent individuals to perform necessary services to the College. Wage and salary provisions are designed to ensure that the College's pay policies and practices comply with all applicable federal and state laws and regulations. The College will maintain a position evaluation system to provide a rational, consistent method for determining appropriate compensation for College jobs.

**C.4 General Grievance Procedure** (R 6/07)

[AP C 7]

*(This procedure is not applicable to employees who have another grievance procedure available to them.)*

The College recognizes, pursuant to Board policy, the right of individual employees to seek redress of grievances. The College has established a grievance procedure that is available to College employees who are not covered under the available grievance procedures within resolutions approved by the Board of Trustees, or otherwise do not have a grievance procedure available to them under any other College policy or procedure. Using the grievance procedure set forth in the designated College Administrative Procedure, such employees may seek prompt and equitable redress from a claim that the employee has suffered injury or damage, including termination of employment, because of a misinterpretation, misapplication or violation of any College policy, procedure, rule or

regulation applicable to such employee. The grievance procedure will be applicable for resolution of allegations of discrimination as prescribed under local, state and federal mandates applicable to the College and/or Board Policy and Administrative Procedures unless other applicable grievance procedures exist.

**C.5 Conflict of Interest** (R 4/96)

All College employees serve a public interest role; therefore, they have a clear obligation and the College expects them to avoid any real or apparent conflicts of interest. All affairs of the College will be conducted in a manner consistent with this concept. All decisions are to be made solely on the basis of a desire to promote the best interests of the College and the public good. All College employees will avoid improper outside influences on their work-related decisions and activities.

College employees will not transact business or approve the transaction of business on behalf of the College with any person or entity, including but not limited to any company, corporation, partnership, proprietorship or organization, or any principal, officer, agent, employee or representative of such entity, with whom or which they have a personal, professional, business, financial or family interest or relationship.

College employees will not benefit personally from any purchase of goods or services by the College, or derive personal gain from actions taken as a representative of the College. College employees will not accept any gift, gratuity or reward from any person or other entity which transacts business with the College or which seeks to transact such business. This policy will not be construed to infringe upon the property rights granted employees under the Board's policy titled "Property Rights - Ownership and Control."

Allowable exceptions to this prohibition include:

- a. Acceptance of gifts, gratuities, amenities, or favors based on obvious family or personal relationships (such as those with the parents, children, or spouse of a College official) when the circumstances make it clear that it is those relationships, rather than the business of the College concerned, which are the motivating factors;
- b. Acceptance of meals or refreshments of reasonable value, in the course of a meeting or other occasion, the purpose of which is to conduct bona fide educational business, provided that the expense would be paid for by the College as a reasonable business expense if not paid for by another party;
- c. Acceptance of civic, charitable, educational, or professional association organizational awards for recognition of service and accomplishment; or
- d. Acceptance of advertising or promotional material of minimal value such as pens, pencils, note pads, key chains, calendars, and similar items.

College employees will not offer private instruction for pay without approval of the supervising College officer. Nor will employees financially benefit from programs, services or activities which conflict with programs, services or interests of the College without approval of the supervising College officer.

No employee will personally benefit from sales to students of books, instruments, lecture notes or similar materials.

Employees who violate this policy are subject to disciplinary action up to and including termination of employment. An employee who is subject to disciplinary action based on an allegation of violation of this policy will be entitled to full due process rights provided under the appropriate grievance process for his/her classification.

All College officers and other administrative employees who have responsibility for administration and leadership of the College will certify annually in writing that they have received, read and understand the provisions of this policy, including the potential disciplinary action for violation of the policy.

### **C.6 Outside Employment for Full-time Employees** (R 4/95)

The primary work obligation of a full-time employee is to the College. The assignment and scheduling of employees will be at the discretion of the College.

A full-time employee of St. Louis Community College may engage in outside employment only if, in the reasonable judgment of the administration, the outside employment does not:

- constitute a conflict of interest;
- occur at a time when the employee is assigned or expected to perform his/her assigned duties; or
- diminish the employee's efficiency or attention in performing his/her primary work obligation at the College.

All regular or continuing outside employment of a full-time College employee during the regular work year must be reported before beginning such employment.

Full-time outside employment during the normal employment year will be deemed in conflict with Board policy.

This policy will not apply to outside employment undertaken by a full-time employee during vacation periods, providing such employment does not constitute a conflict of interest.

**C.7 Employment of Members of the Same Family** (R 1/01)

[AP C 4]

College employees will neither directly initiate, participate in, nor influence College decisions involving a direct benefit (initial appointment, retention, promotion, salary, leave of absence, evaluation, etc.) to members of their immediate families. Members of the immediate family are defined as persons who are related to an employee by blood, marriage or legal custody and are as follows: mother, father, step-parent, step-child, foster parent, foster child, husband, wife, son, daughter, brother, sister, grandparent, grandparent of spouse, current mother- or father-in-law, brother- or sister-in-law, niece or nephew or his/her spouse, grandchild or his/her spouse, uncle or aunt, uncle or aunt of spouse, first cousin or any relative living in the immediate household.

**C.8 Reimbursement for Permissible Expenditures** (R 4/95)

[AP C 8, C 8.1 - C 8.5]

Persons traveling on College business will be reimbursed for reasonable expenditures incurred on behalf of the College. Such reimbursement will include expenses for transportation, accommodations and services which meet reasonable and adequate standards for convenience, safety and comfort. Reimbursement will be in strict accordance with administrative procedures.

Annual reports on the travel of College officers and the members of the Board of Trustees will be submitted to the Board.

**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 there from, 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.10 Proper Use of College Resources, Reporting of Fraudulent Use**

(R 2/11)

[AP C 30]

St. Louis Community College (STLCC) is committed to the highest possible ethical standards and we encourage everyone associated with our College to commit to acting in the best interest of our institution. The College is committed to maintaining a positive, ethical work environment for all members of STLCC.

College employees will not use any College equipment, supplies, other property or any College employees for personal benefit or for any purpose other than College business. Abuse of this policy will be sufficient cause for termination.

Employees who have knowledge of fraud, abuse or misuse of the College's resources or assets have a responsibility to report the violation to the appropriate entities within the College. The College expects any report of a violation will be made in good faith, and that the report reflect a real and legitimate concern that you believe should be addressed. Any employee who reports a violation in good faith will not suffer harassment, retaliation or adverse employment consequences. "Good faith" means the violation was reported with a belief in the truth of the disclosure that a reasonable person in the whistleblower's situation could have believed based upon the facts. A disclosure is not in good faith if made with reckless disregard for – or willful ignorance of – facts that would disprove the disclosure. Anyone who perpetuates harassment, retaliation or in any way affects the employment of a reporter will be subject to disciplinary action, up to and including termination of employment. We encourage employees to bring forth serious issues and concerns.

Anyone who files a report of a violation recklessly or with a willful disregard for the facts, so that the report is found to be lacking in good faith, may be subject to disciplinary action, up to and including termination.

#### **C.10.1 Cellular Phones** <sup>(3/06)</sup>

[AP C 14.1]

Cellular phones for College business purposes will be provided to employees who received approval from Leadership Team.

Reimbursement may be obtained for the use of personal cellular phones for college business in accordance with Administrative Procedure 14.1 Cellular Phones.

### **C.10.2 Procurement Card** <sup>(6/16)</sup>

The College procurement card is provided to designated College employees to facilitate online procurement and small purchases, to assist in emergency procurements, and to support College business travel.

Designated College employees who complete and sign the STLCC Procurement Card Memorandum of Understanding may use the College procurement card for routine purchases not exceeding the bid limit requirement or circumventing the use of College contracts.

The Cardholder is responsible for the use and security of the card. Non-business expenses or misuse of the card is a personal liability that may result in disciplinary action up to and including termination.

## **C.11 Solicitation of Donations** <sup>(R 8/01)</sup>

[AP C 12]

Solicitation for the benefit of a non-employee or for an outside organization will be made only with the consent of the chancellor.

Solicitation for the benefit of an employee will be made only with the consent of the appropriate administrator.

## **C.12 Employee Representation** <sup>(R 8/15)</sup>

- a. Subject to Missouri law, the Board of Trustees grants to its employees all appropriate rights and privileges to affect their wages, hours and working conditions.
- b. In addition to those employees who are already within recognized College bargaining units as authorized by Missouri law, the Board of Trustees recognizes the right of all College employees to bargain collectively through representatives of their choosing.

### **C.12.1 Choosing a Representative** <sup>(08/15)</sup>

All College employees that are included within the coverage of the Missouri Public Sector Labor Law must petition for formal certification of their chosen representative with the State Board of Mediation, in accordance with applicable Missouri Law, Section 105.500, et seq., RSMo (2000).

All College employees that are excluded from the coverage of the Missouri Public Sector Labor Law must petition for formal recognition of their chosen representative with the College Board of Trustees, in accordance with the process in policy C.12.1 “Choosing a Representative”.

Unless otherwise required by law, the College will use only the following process to recognize a union or labor organization to represent College employees for purposes of collective bargaining.

**A. Petition for Election of Representative**

The Board of Trustees will not voluntarily recognize an organization, association, union, professional group, or other entity as the representative for College employees without a secret ballot election similar to those conducted under the Missouri Public Sector Labor Law. To initiate a secret ballot election to select a representative, an employee or an organization seeking to represent an appropriate unit of employees must submit to the chancellor (or his or her designee) a petition for election of representative, including the following:

- The name of the organization seeking recognition as the employee representative, along with the name, address, e-mail and telephone numbers of the designated contact person.
- A description of the proposed bargaining unit for which representation is sought. The description should include the classifications of employees to be included and excluded, and the approximate total number of employees included in the proposed bargaining unit.
- The petition must be supported by the valid dated signatures of at least 30 percent of the total number of employees in the proposed bargaining unit, on cards or a petition format. No signature in support can be older than six (6) months from the date the petition for election is submitted to the chancellor/designee. The signatures in support should be submitted in a separate sealed envelope, labeled “signatures in support of petition.”

Once the chancellor/designee receives such a petition, he or she will post notice of receipt of the petition in the same location that notices for board meetings are posted. The notice will set a future date, no later than twenty (20) business days from the first date of posting, in which any College employees interested in representation by a different representative may submit a request for another representative, as described in section “d. Other Interested Organizations” below.

**B. Support by Thirty Percent of Employees**

The chancellor/designee and the contact person for the organization seeking recognition will then identify and designate a mutually-acceptable person (the “neutral party”) to review the petition and confirm that it is supported by at least 30 percent of the employees in the proposed bargaining unit. The chancellor/designee will provide the neutral party with a list of names of all College employees within the definition of the proposed bargaining unit for verification.

The chancellor/designee and the neutral party will have 10 business days to verify that the required information is present, and to examine the description of the proposed bargaining unit and the validity of the signatures in support. The chancellor/designee and the neutral party will notify the contact person of the union or other organization seeking recognition of any missing information, so any problem can be promptly corrected.

The envelope labeled “signatures in support of petition” containing the signatures in support will remain sealed, until the neutral party opens it to verify the existence of valid timely signatures from at least 30 percent of the employees in the proposed bargaining unit.

The neutral party will notify both the chancellor/designee and the potential union or other representative as to whether signatures of 30 percent of the employees were presented in support of the petition, but will not provide additional information, and will not disclose the signed petition or cards, nor which employees supported the petition, nor the total number of employees who supported the petition, to any person unless required by law.

### **C. Appropriate Bargaining Unit**

If the information is complete, and the necessary level of 30 percent support is demonstrated, the chancellor/designee will submit to the Board of Trustees a written recommendation as to the appropriateness of the bargaining unit description and a list of the College employees who would belong to the unit, if formed.

If the chancellor/designee determines that the proposed bargaining unit is not appropriate, the chancellor/designee will inform the contact person for the organization seeking recognition of the objections to the proposed appropriate unit. If the organization seeking recognition agrees to amend the proposed unit description as proposed by the chancellor/designee, the issue of the appropriate unit shall be deemed to have been resolved. If there is no agreement as to the appropriate unit, a hearing before the neutral party will be held to determine whether the unit sought by the organization seeking recognition is appropriate, and if not, whether some other unit is appropriate. If a hearing is held before the neutral party, the chancellor/designee and the representatives of the entity seeking recognition will have an opportunity to present witnesses and arguments

regarding the appropriateness of the proposed bargaining unit. The neutral party will make a determination as to the appropriateness of the description of the proposed bargaining unit within ten (10) business days of the hearing.

If the neutral party determines that an appropriate unit other than the unit sought by the organization seeking recognition is required, the chancellor/designee will provide the neutral party a list of names of College employees meeting the revised definition of the revised proposed unit so that the neutral party can determine if signatures from at least 30 percent of the employees in the revised unit were obtained, as described in section b., “Support by Thirty Percent of Employees” above. If the neutral party determines that the required number of signatures was not obtained, the organization seeking recognition shall have 10 days to submit to the neutral party additional signatures in support of the petition. If at the expiration of 10 days there are not 30% of the signatures necessary to support an election, the petition will be dismissed.

#### **D. Other Interested Organizations**

As noted above, once the chancellor/designee receives such a petition, he or she will post notice of receipt of the petition in the same location that notices for board meetings are posted. Once the chancellor/designee has posted notice that a petition for election of representative has been made to select an organization as representative for collective bargaining, any College employee or organization seeking to represent employees in the proposed bargaining unit may submit a second petition to the chancellor/designee. To do so, the employee or organization need only be supported by signatures of ten percent (10%) of the employees in the proposed bargaining unit.

If the request was submitted before the deadline and is supported by the timely signatures of at least ten (10) percent of the employees in the proposed bargaining unit, the additional entity or association will also be listed on the ballot.

#### **E. Ballot and Election Procedures**

The chancellor/designee will provide notice of the election in writing, electronically, or otherwise, to all College employees in the proposed bargaining unit. In addition, the chancellor/designee will post notice of the election in the same location that notices for board meetings are posted, and in other conspicuous places easily accessible to the College employees in the proposed bargaining unit, no less than six (6) business days prior to the election.

The notice of election shall contain:

- The date, hours and place of the election.
- A description of the proposed bargaining unit.

- A sample ballot with “sample” clearly marked on its face.

The election will be conducted by secret ballot. The election will be held in one (1) or more polling places reasonably convenient to the eligible voters, and at times when the employees in the proposed bargaining unit may vote without leaving their assigned duties. The board will appoint one (1) or more College employees or other persons who do not belong to the proposed bargaining unit, nor to any organization listed on the ballot, to check the names of voters off of a list of College employees in the proposed bargaining unit, and to distribute and collect the ballots.

The chancellor/designee and each entity seeking recognition appearing on the ballot may have a representative present at each polling place during the election. Any observer may challenge an individual’s eligibility to vote. Challenged ballots shall be folded and placed in a separate sealed envelope with the name of the voter plainly written on the outside. Challenged ballots will not be considered, unless the number of votes could affect the results of the election. If the challenged ballots might affect the results of the election, the challenged ballots will be presented to the Board of Trustees at a later meeting for a final and binding determination of the challenge.

Within ten (10) business days after the votes are tallied, any employee in the proposed unit may file with the Board an objection to the conduct of the election or conduct affecting the results of the election, which shall contain a short plain written statement of the reasons for the objection. A copy of the written objection will be provided to all members of the Board, to the chancellor/designee, as well as the contact person(s) for any organizations seeking to represent the proposed bargaining unit and which appeared on the ballot.

The chancellor/designee will investigate all objections to the conduct of the election. Unless the chancellor/designee and the persons challenging the ballots or objecting to the election agree otherwise, the neutral party will hold a hearing for all challenged ballots (only if the challenged ballots might impact the election) and for all objections received. If a hearing is held, the chancellor/designee, the contact person(s) for the organization(s) seeking recognition on the ballot, and the person(s) challenging the ballots or filing the objection will receive notice of the hearing. The chancellor/designee, the person(s) who challenged the ballots or filed the objection, and the designated representative of any entities seeking recognition and appearing on the ballot will have an opportunity to present witnesses and arguments. The neutral party will make a decision within ten (10) business days of the hearing. The neutral party’s decision will be final.

After the time for filing objections has expired and/or the neutral party has made a final decision on all objections and, if necessary, challenged ballots, the final results of the election will be presented to the Board of Trustees for certification of election results.

**F. Tally and Election Results**

Ballots will not be tallied until after the posted time for closing the polls, unless all eligible voters have cast their ballots. The ballots will be tallied by the neutral party, and will be done in the presence of designated observers selected by the chancellor/designee and the organization(s) listed on the ballot. The tentative results will be recorded in writing and signed by the observers present when the ballots were tallied. The results will remain tentative until the Board votes to certify the results. Tallied ballots will be placed in a sealed envelope and saved until all objections are resolved and the board votes to certify the election results.

If an organization or entity seeking representation and appearing on the ballot receives a majority of the votes cast, the outcome is a majority election, and that entity will become the selected bargaining representative for the bargaining unit, once all election objections (and any ballot challenges) are resolved and the Board of Trustees votes to certify the election result at its next regularly scheduled meeting.

If the ballot selection of “no” or “no representation” receives a majority of the votes cast, the outcome is also a majority election, and no entity or organization will become the designated bargaining representative for the proposed bargaining unit, once all election objections (and any ballot challenges) are resolved and the Board of Trustees votes to certify the election result at its next regularly scheduled meeting.

A “null election” is an election where all choices receive an equal number of votes, or where two (2) choices receive an equal number of votes and a third choice receives a higher, but still a less-than-majority vote. When this happens, the Board of Trustees at its next regularly scheduled meeting will declare the election a nullity and set another date to run a new election. The new election will follow the notice and election process detailed in section e., “election process,” of this policy. If the second election results in another nullity, the Board of Trustees will dismiss the petition and a bargaining unit will not be formed. If the second election results are “inconclusive,” a runoff election will be held.

An “inconclusive election” is an election in which the ballot includes at least three (3) choices, i.e., at least two (2) organizations or entities and an option for no representation, and where no choice receives a majority of the ballots cast. When the results of an election are inconclusive, the Board at its next regularly scheduled meeting will set a date for a runoff election as described in section g. “runoff election” of this policy. Unless otherwise directed by the Board, there will only be one runoff election.

A “final election” is an election in which two (2) or more choices receive an equal number of votes, another receives no votes, and all eligible voters have voted. In such case, neither a runoff election nor a rerun election will be conducted. Because all eligible employees

have voted and there is no majority result, no representative is selected, and no entity or organization will become the designated bargaining representative for the proposed bargaining unit, once all election objections (and any ballot challenges) are resolved and the Board of Trustees votes at its next regularly scheduled meeting to certify the election result.

**G. Runoff Election**

The ballot in any runoff election shall provide for a selection among the two (2) or more choices receiving the largest number of votes in the last election, the sum of whose votes aggregate at least one (1) more than half of the total votes cast. After voting to certify the first election, the Board will set a date for the runoff election. The election will follow the notice and election process detailed in section e., “election process,” of this policy. All College employees in the proposed bargaining unit may vote in the runoff election, regardless of whether or not that employee voted in the original inconclusive election.

**H. Election Bar**

Once any final election result is certified regarding representation of a bargaining unit, no petition requesting another election in the same bargaining unit will be accepted by the Board for a period of one (1) year after the date the Board voted to certify the results of the prior election.

**I. Petition for Change of Representative**

An employee in the bargaining unit may petition for change of representative of her bargaining unit, or to no longer be represented by any organization or entity for collective bargaining. As noted above in section H., “election bar,” the Board will not accept such a petition for a period of one (1) year after the Board votes to certify the results of the prior election. At any other time, an employee must submit to the chancellor/designee the following information:

- The bargaining unit in which a change of representative is sought, and whether the petition seeks a new organization as the representative, or seeks “no representative.”
- If the petition seeks a change to a new organization as the representative, the name of the organization seeking recognition as the new employee representative, along with the name, address, e-mail and telephone numbers of its designated contact person.
- The petition must be supported by the valid dated signatures of at least 30 percent of the employees in the bargaining unit, on either cards or a petition format. No signature in support of the petition can be older than six (6) months from the date

the petition for change is submitted to the chancellor/designee. The signatures in support should be submitted in a separate sealed envelope, labeled “signatures in support of petition.”

Once the chancellor/designee receives such a petition, he or she will post notice of receipt of the petition in the same location that notices for Board meetings are posted. The notice will set a date, no earlier than twenty (20) business days from the first date of posting, by which College employees in the bargaining unit who are interested in a different change in representation may submit a request, as in section d., the "other interested organizations" section of this policy.

The chancellor/designee and the contact person(s) for the entity(s) (if any) seeking a change in representative, will identify and designate a mutually acceptable person (a “neutral party”) to review the petition and confirm the existence of support by at least 30 percent of the employees in the bargaining unit. The chancellor/designee will provide the neutral party a list of names of all College employees within the current bargaining unit for verification.

The chancellor/designee, and the neutral party will have 30 business days to verify that the required information is present, and to examine the bargaining unit information and the validity of the signatures in support. The chancellor/designee will notify the contact person of the union or other organization seeking a change in representative (if any) of any missing information, so any problem can be timely corrected.

The envelope labeled “signatures in support of petition” containing the signatures in support of the petition will remain sealed, until the neutral party opens it to verify the existence of valid timely signatures from at least 30 percent of the employees in the current bargaining unit.

The designated person will promptly notify both the chancellor/designee and the contact person for the potential representative (if any) as to whether signatures of 30 percent of the employees were presented in support, but will not provide additional information, and will not disclose the signed petition or cards, which employees supported the petition, nor the total number of employees who supported the petition, to any person unless required by law.

If the information is complete, the Board will set a date for the election to take place. The election will be conducted in accordance with the process detailed in this policy. The ballot on any petition for change of representative must include the following choices: the current union, organization or other designated representative; the union(s) or other organization(s) seeking the change in representation (if any); and an option for employees

to vote for “no representative” i.e., a vote for no representation for purposes of collective bargaining.

**J. Election Expenses**

All actual expenses of the election will be divided evenly between the College and the organization(s) seeking to represent the College employees. "Actual expenses" include the costs incurred in the election, such as the cost of printing ballots, the costs of renting machinery, and the costs incurred in providing necessary security at the election polling locations, as determined by the chancellor/designee. The College may require the organization(s) appearing on the ballot to pay their union's proportional share prior to incurring costs.

**C.13 Copyright** <sup>(R 4/95)</sup>

[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.

**C.14 Staff Exchanges**

[AP C 16]

The College is authorized to enter into agreements with other colleges, businesses, industries, government agencies, institutions, and professional societies for staff exchanges, not to exceed one year. Staff exchanges will not require an additional cost to St. Louis Community College.

**C.15 Representing the College** <sup>(R 4/95)</sup>

Employees may be appointed as delegates by the Board of Trustees or the chancellor to represent the College on appropriate occasions. Such delegates may not commit the College to any doctrine, policy or action without obtaining prior Board approval.

**C.15.1 Attendance at Official Functions** <sup>(R 4/95)</sup>

College officers, faculty and administrative staff are encouraged to attend commencements and other official functions of the College.

**C.16 Staff Development** <sup>(R 4/95)</sup>

[AP C 17 & AP D 16]

The College will seek to maintain an effective staff development program to further the College's mission.

**C.17 Conference Attendance** <sup>(R 1/01)</sup>

[AP C 8.2]

Absence from the College for purposes of conference attendance must be approved in accordance with administrative procedures.

**C.18 Controlled Substances** (R 4/95)

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on College premises. Any employee found to have violated this prohibition will be subject to disciplinary action, up to and including immediate termination, in addition to criminal penalties which may be imposed by appropriate authorities. The Drug-Free Workplace Act of 1988 requires that any employee involved in work pursuant to a federal grant or contract convicted of any criminal drug statute for a violation occurring in the workplace notify the College no later than five days after such conviction. Notification should be given to the Human Resources department. Any employee subject to this requirement who fails to notify the Human Resources department will be subject to appropriate discipline, up to and including immediate termination. Any employee with questions regarding his or her obligations under this policy should contact the Human Resources department. Compliance with this policy in all respects will be a condition of employment with the College.

**C.19 Employee Evaluation** (R 5/99)

[AP C 18, C 18.1 - C 18.4]

Effective employee evaluation is an essential part of the College's commitment to individual growth, development and institutional excellence. It represents a cooperative effort among the Board of Trustees, administration, employees and students. All evaluation processes will be designed to facilitate quality education and services by maximizing human resources.

Evaluation processes will be continuous and by design will provide a basis for fair and objective decision making. Evaluation components will include ongoing communication, feedback and assistance between the supervisor and the employee. A process also may be implemented by the College which permits employees to receive a joint evaluation conducted by their supervisors, peers, subordinates and students, where applicable. While it is expected that all employees will participate in assessment activities relevant to their service or program and may choose to cite these activities as part of their self-evaluation, employee evaluation will be separate from assessment.

All employees, except those who are retiring, will be evaluated annually, unless otherwise stipulated under a Board-approved agreement.

**C.20 Confidentiality of Personnel Files** (R 3/06)

[AP C 20]

One official master personnel file on each active employee will be maintained at the Corporate College by the Human Resources department. Employees will have the right to

inspect their files and to obtain a copy of the contents with the exception of placement records. The file review will be conducted in the presence of administrators, or their designees, responsible for the maintenance of the personnel file.

The official personnel file will contain applications for employment and records relative to compensation, payroll deductions, evaluations and other such documentation as may be considered pertinent for responding to inquiries from the Board of Trustees and from state and federal authorities. Records and documents maintained in the employees' personnel file should be signed and dated by the originator of the record or document.

Employees may place materials which are relevant to their employment in their personnel file. However, voluminous materials may not be placed in the personnel file. A summary sheet referencing such material may be placed in the file.

Supervisors and administrators, or their designees, having direct responsibility for an employee's performance are entitled to inspect the employee's personnel file. No other persons or agencies may have access to information in the personnel file unless authorized by the employee, state or federal mandates or if subpoenaed or ordered for release by a court of law.

A personnel file for inactive employees will be maintained by the Human Resources department and will be kept at the Corporate College. The personnel files of inactive employees will, at a minimum, contain the documents specified for retention under the state's record retention guidelines.

**EMPLOYEE BENEFITS**

**C.21 Paid Leaves** <sup>(2/15)</sup>

[AP C 21, C 21.1 - C 21.5]

**C.21.1 Full-time 12-Month Administrative and Professional Employee  
Vacation** <sup>(10/13)</sup>

(R 10/13)

Unless specified otherwise, officers and administrative and professional staff employed on a 12-month basis will accrue paid vacation in accordance with the following schedule:

1st year of service	16 days per year
2nd year of service	18 days per year
3rd year of service	20 days per year
4th through 9th year of service	22 days per year
10th through 14th year of service	24 days per year
15th through 19th year of service	25 days per year
20th through 24th year of service	26 days per year
25th year of service and above	27 days per year

Vacation time is accrued at the appropriate rate per month during each year. The College encourages employees to take vacation annually.

As of the last payroll reporting date in September of each year, the number of vacation days which may be carried forward may not exceed a maximum of twice the normal year's vacation.

In case of severance in good standing after one or more years of service, accrued vacation pay will be included in the last check and will be limited to not more than the maximum vacation accrual.

Annually allocated personal leave and/or accrued vacation may not be used to extend an employee's termination date. Except under extenuating circumstances, the last day worked is the date of termination, and the dollar value of any unused vacation due, in accordance with applicable Board policies and administrative procedures and/or bargaining agreement provisions, will be paid the employee in a lump-sum payment in the final paycheck.

Except under unusual circumstances, the College will be officially closed during the Christmas - New Year's period as defined in the administrative calendar. The number of weekdays other than holidays which fall within this time period when the College is closed will be additional holidays.

**C.21.2 Benefit in Lieu of Vacation - 36-Week Professional Employees** <sup>(R 7/94)</sup>

Professional employees covered by a 36-week contract are not eligible to accumulate paid vacation. However, they will accumulate a benefit in lieu of vacation beginning with the second year of employment as a 36-week employee as follows:

2nd year of service	1 day per year
3rd year of service	2 days per year
4th year of service and above	3 days per year to a maximum of 3/4 full-time maximum accrual

The accrued benefit in lieu of vacation will be included in the employee's last paycheck when the service to the College is terminated. This accrued benefit in lieu of vacation will be paid to a 36-week employee upon a change to 52-week status.

**C.21.3 Non-unit Classified Office and Technical Employee Vacation** <sup>(R 10/13)</sup>

[AP C 21.2]

Vacation time is accrued for each year of service in accordance with the following schedule:

1st through 3rd year	12 days per year
4th through 7th year	15 days per year
8th through 10th year	18 days per year
11th year and over	22 days per year

Exempt employees will accrue vacation according to the following schedule:

1st year	16 days per year
2nd year	18 days per year
3rd year	20 days per year
4th through 9th year	22 days per year
10th through 14th year	24 days per year
15th through 19th year	25 days per year
20th through 24th year	26 days per year
25th year and above	27 days per year

Vacation time may be accrued up to a maximum of twice the normal year's vacation; however, vacation should be taken each year except in extenuating circumstances, as may be approved by the appropriate administrator.

As of the last payroll reporting date in September of each year, the number of vacation days which may be carried forward may not exceed a maximum of twice the normal year's vacation.

In case of severance, accrued vacation pay will be included in the last check and will be limited to not more than the maximum vacation accrual.

Except under unusual circumstances, the College will be officially closed during the Christmas - New Year's period as defined in the administrative calendar. The number of weekdays other than holidays which fall within this time period when the College is closed will be additional holidays.

Full-time probationary employees may not use accrued vacation time during the probationary period, nor be reimbursed for such time if severance occurs before permanent status.

#### **C.21.4 Medical Leave** <sup>(R 3/06)</sup>

[AP C 21.3]

Whenever any full-time employee is compelled to be absent from duty due to temporary medical disability, illness or injury, including disability related to pregnancy, childbirth or related conditions, the employee will be allowed full compensation for accrued medical leave.

Administrative/professional employees may accumulate medical leave at the rate of 1.2 days or 9.6 hours per pay period worked for a maximum of 14.4 days for each full year of service. Classified non-unit employees may accumulate medical leave at the rate of 4.44 hours per bi-weekly pay period worked for a maximum of 14.4 days for each full year of service. Full-time 36-week professional employees scheduled to work full-time during a 10-month period will accumulate medical leave at the rate of 1.2 days or 9.6 hours per pay period worked for a maximum of 12 days or 96 hours for each year of service. Full-time 36-week professional employees scheduled to work over a 12-month period will accumulate such leave at the rate of one day or eight hours per pay period worked for a maximum of 12 days or 96 hours for each year of service.

Full-time employees on a 12-month appointment and classified non-unit employees may accumulate the unused portion of medical leave up to a maximum of 180 days or 1,440 hours. Full-time employees on a 36-week schedule or an academic year schedule may accumulate the unused portion of medical leave up to a maximum of 125 days or 1,000 hours. No payment will be made to any employees for time accrued upon termination of employment.

A full-time employee 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 parent, foster child, husband, wife, son,

daughter, brother or sister, current mother-in-law, current father-in-law, grandparent, or any relative living in the immediate household.

All full-time administrative/professional employees and non-probationary classified non-unit employees are entitled to unpaid leave for reasons of illness for a period up to a maximum of 90 days. The Board of Trustees may approve an extension of unpaid leave for up to one year upon recommendation by the chancellor.

Probationary classified non-unit employees may be granted an unpaid leave for reasons of illness for a period of two consecutive weeks. The probationary period will be extended by the length of such leave.

Part-time employees are not entitled to medical leave with pay.

### **C.21.5 Personal Leave** <sup>(R 2/15)</sup>

[AP C 21.4]

Personal leave may be granted to full-time employees for a variety of personal reasons.

Administrative/professional and non-unit classified employees may use up to four days per fiscal year for personal reasons during the 12-month period ending on the last payroll reporting date in June of each year.

Employees who have completed at least 10 consecutive full years of service may use one additional day per fiscal year for personal reasons.

Personal leave is deducted from accrued medical leave.

### **C.21.6 Family and Medical Leave Act of 1993** <sup>(R 3/06)</sup>

[AP C 21.3]

The Board of Trustees of St. Louis Community College is committed to compliance with the Family and Medical Leave Act of 1993 (FMLA) effective August 5, 1993.

Eligible employees (as defined under FMLA) will be provided with up to 12 weeks of job-protected leave within a rolling 12-month period measured backward from the date an employee uses any FMLA leave for certain family and medical reasons.

Employees will be required to provide at least 30 days advance notice when the leave is foreseeable. When leave is requested due to a serious health condition, the leave must be supported by a certification issued by the health care provider of the employee or the employee's ill family member.

Whenever an eligible employee is granted FMLA leave, the employee will be required to substitute, in lieu of unpaid leave, any accrued vacation and personal leave in instances where the leave is taken:

- for the birth and care of the employee's child after birth;
- for adoption or foster placement of a child in the employee's home; or
- for a serious health condition of the employee or to care for his/her immediate family member.

Additionally, the employee will be required to substitute accrued sick leave to care for a seriously ill immediate family member or for the employee's own serious health condition.

During approved FMLA leave, the employee may continue any group insurance coverage on the same cost-sharing basis as coverage would have been provided if the employee had been actively employed during the FMLA leave period.

In cases where the employee's own serious health condition is the reason for the leave, other than for intermittent leave or a reduced leave schedule, the employee must submit a medical certificate that he/she is able to perform the duties of his/her assigned position before returning to work.

FMLA provisions will be applicable when provisions of Board policy, administrative procedures or *Resolutions* are more restrictive and will be used as a basis for recommending Board policy revisions or development, and in the development and revision of administrative procedures applicable to such leave.

#### **C.21.7 Military Leave** <sup>(R 4/95)</sup>

Employees who are members of the National Guard or of any reserve component of the armed forces of the United States will be entitled to leave without loss of time, pay, or any other rights or benefits for all periods of military duty or training in the service of the state at the call of the 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 15 calendar days in any federal fiscal year (Oct. 1 - Sept. 30). Before any payment of salary is made covering the period of leave, the employee will submit certification by the employee's commanding officer of performance of duty pursuant to official orders.

#### **C.21.8 Bereavement Leave** <sup>(R 6/98)</sup>

[AP C 21.3]

Full-time employees will be entitled to four days of absence without loss of pay for the death of any member of the employee's immediate family, as defined under the "Medical Leave" policy, and to four days of leave without loss of pay at the time of death of a current daughter-in-law, current son-in-law or grandchild when the employee must be absent from work.

Thirty-six week classified employees are eligible for bereavement leave of four days with full pay if the bereavement occurs during those weeks in which they are scheduled to work.

**C.21.9 Absence for Jury Duty** <sup>(R 6/98)</sup>

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

Pay provided to employees by the court for jury service may be retained by the employee; however, any expenses incurred are the responsibility of the employee.

**C.21.10 Professional Development Leaves - Administrative/Professional Employees** <sup>(R 4/95)</sup>

[AP C 17 & C 21.5]

Professional development leaves may be granted to employees to further the College's mission.

**Short-term Leave**

Short-term leave extends for more than one week but not more than six weeks. Such leave is granted at full pay and upon approval of the chancellor. The annual number of such leaves may be limited by the chancellor.

To be eligible for consideration, an applicant must have completed at least two years of full-time service and must not be on temporary status. Those who take such leaves are ineligible to receive an additional short-term paid leave until at least one year from the date of return from the previous leave.

**Long-term Leave**

Long-term leave extends for more than six weeks but not more than one year. Normally, such leave will be granted to employees involved in academic or student services. Long-term leave will be granted at full pay if it does not extend beyond six months and at half pay if it extends beyond six months. The annual maximum number of leaves will not exceed 4 percent of the number of full-time administrative/professional staff employed at the start of the current fiscal year. Unless unusual circumstances exist, the Board of Trustees will consider the chancellor's recommendations for leaves to be authorized for the next fiscal year at its regularly scheduled meeting in February. The granting of such leaves requires the chancellor's recommendation and the Board of Trustees' approval.

To be eligible for consideration, an applicant must have completed at least six years of full-time service and must not be on temporary status. Employees who take such leaves are ineligible to receive an additional long-term paid leave until after at least six years of full-time service subsequent to their return from the previous long-term leave.

### Stipulations

Employees on full pay during these leaves will not engage in outside employment for compensation unless such compensation is part of the approved leave.

Employees on half pay whose leaves are granted to improve their ability to perform their duties by engaging in technical/professional work experience projects may accept compensation. Prior approval is required for compensation greater than the amount received from the College.

Fellowships and other assistance in research may be accepted without loss of leave pay if these funds are used to underwrite project expenses and are fully explained in the request for the leave.

Employees on long-term leaves will not accrue vacation during the period of such leaves.

Employees who receive long-term leaves have a contractual obligation to return and provide normal services for a period of time at least double that of the length of the leave. Release from such contractual obligation, if requested, may be granted only under unusual circumstances and normally the individual would be expected to reimburse the College for all compensation received from the College during the leave period.

Employees who receive leaves under the provisions of this policy will, upon their return, present reports regarding the success, effectiveness and applicability of their leaves. These reports will be evaluated by the appropriate administrators.

## **C.22 Unpaid Leaves** (R 6/98)

[AP C 22, C 22.1, C 22.2]

Unpaid leaves may be granted to employees.

Unpaid leaves other than those covered under the Family and Medical Leave Act (FMLA) for more than two consecutive weeks must be approved by the Board of Trustees. Unpaid leaves normally will not exceed one year in duration for administrative/professional employees or 90 days for non-probationary, non-unit classified employees. In case of emergency, the Board may consider requests for longer periods from administrative/professional employees who have completed three or more years of

continuous service. The Board may consider requests from non-probationary, non-unit classified employees for an extension of up to one year.

**C.22.1 Military Leave** <sup>(R 4/95)</sup>

In addition to the limited paid military leave authorized by Board policy, unpaid leave will be granted to any employee who enters military service for the performance of duty on a voluntary or involuntary basis in an appropriate uniformed military service, including active duty, active duty for training, inactive training, full-time National Guard duty, and examination for military fitness, as such leave is mandated by applicable law. In accordance with such law, and if all applicable eligibility requirements for re-employment are met, the person returning from leave normally will be re-employed in the position of employment in which the person would have been employed if such person had not been on military leave, if the person is qualified to perform the duties of such position.

Persons re-employed after military service are entitled to the benefits they had earned and accrued at the commencement of military service, plus the applicable benefits that they would have accrued if they had remained continuously employed during the period of military leave. In regard to health/medical benefits, an employee taking military leave who is entitled to re-employment may elect to continue medical coverage, by appropriate application and payments, for the lesser of 18 months or the period of his/her active duty, with coverage available for both the employee and the employee's dependents. If the military leave is for active duty for a period of less than 31 days, the health/medical coverage will be continued for a previously covered employee during that period of time, at the expense of the College.

**C.22.2 Fringe Benefits During Unpaid Leave** <sup>(R 4/95)</sup>

[AP C 22.2]

During an unpaid leave the fringe benefit program may be continued in accordance with College policy and procedures and state and federal mandates in effect at the time of the leave.

**C.22.3 Return from Leave** <sup>(R 4/95)</sup>

[AP C 22.2]

Employees returning from an unpaid leave will be placed on the salary schedule at the same salary they would have been placed on at the beginning of the leave, except in those cases where the experience gained during the leave is directly related to the assignment and is determined to be equivalent to the same length of service to the College.

**C.23 Educational Benefits for Employees and Employees' Families** <sup>(R 6/16)</sup>**C.23.1 Maintenance Fee Waiver Program** <sup>(R 6/16)</sup>

[AP C 25]

All full-time employees of the College and their immediate families and the immediate family of deceased full-time employees who served with the College at least 10 years may attend courses offered by the College without payment of maintenance fees. They will be subject to the same rules, regulations and entrance requirements as all other students of the College. Immediate family members will include spouses and children who meet the Internal Revenue Service tests for financial dependency.

Part-time employees may receive maintenance fee waivers as provided by administrative procedures.

**C.23.2 Tuition Reimbursement Program** <sup>(7/07)</sup>

All full-time Classified, Administrative/Professional and Physical Plant employees are eligible to apply for tuition reimbursement if the employee has at least 12 months' continuous full-time service before the first day of class and is employed by the College on the last day of the class.

The purpose is to assist eligible employees in receiving education which will enhance or develop their job skills within St. Louis Community College and to allow employees to further their education beyond what is offered at St. Louis Community College. This includes:

**Degree Program Courses** Credit courses that are part of a declared program of study for a Bachelors degree or higher are eligible. Medical, law, theological, or similar programs are excluded from this policy.

**Individual Credit Courses** These courses must directly contribute to the knowledge, skills or competencies that employees must perform in their current position or to assist employees in preparing for reasonable future enhancement at the College. Approval by the immediate supervisor and Human Resources is required for these courses.

Participants in the program must have an overall performance rating of “meets requirements” or higher on their most recent performance evaluation except when the class is part of an approved Performance Improvement Plan.

Participants must have an Associate degree or higher, or have the equivalent of a two year degree. Certain vocational programs may be accepted with Human Resources and supervisor approval.

Only courses offered at regionally accredited institutions are eligible for reimbursement.

Courses to be taken at other institutions that are already offered at St. Louis Community College are not permitted unless it is a required course that will not transfer to meet degree program requirements at another higher education institution.

If approved for tuition reimbursement, an employee may receive 75 percent of tuition paid based on no more than 75 percent of the current University of Missouri-St. Louis in-state undergraduate credit hour rate. Tuition reimbursement qualifies only on actual tuition paid by employee, not in addition to tuition paid by scholarships, financial aid (except for student loans), veteran benefits, etc.

Tuition reimbursement is not to exceed the annual amount provided in Administrative Procedures.

Employees will be reimbursed only after successful completion of course work. Undergraduate courses need a grade of C or better. Graduate courses need a grade of B or better. The employee must submit an official grade report or transcript to Human Resources for approval.

Lab fees, books, or any fees other than tuition shall not be included in reimbursement.

Courses under the tuition reimbursement program may not be scheduled during an employee's normal working hours.

The Employee Tuition Reimbursement Program is subject to the availability of funds.

Completion of a training or education program is not a guarantee of a promotion or increase of salary.

The College Human Resources department is responsible for administering and interpreting this policy.

## **C.24 Retirement System** <sup>(R 7/12)</sup>

[AP C 26]

### **C.24.1 Public School Retirement System of Missouri** <sup>(R 7/12)</sup>

[AP C 26]

Full-time employees who meet the requirements of the Public School Retirement System of Missouri and who are certificated by the College or the State of Missouri are required to participate in the Public School Retirement System of Missouri. Part-time professional employees who meet the requirements of the Public School Retirement System of Missouri and who are certificated by the College or the State of Missouri may participate in the Public School Retirement System of Missouri.

To comply with the Missouri state law on “teacher and school employee retirement systems,” the Chancellor or the Associate Vice Chancellor of Human Resources may certify employees to the Public School Retirement System of Missouri.

#### **C.24.2 Non-certificated Employees Retirement Plan** (R 4/95)

[AP C 26]

Full-time non-certificated employees are required to participate in the Non-certificated Employees Retirement Plan.

#### **C.24.3 Retirement Privileges - Emeritus Staff** (R3/06)

Emeritus staff are those employees who have retired after 10 years of full-time service to the College and are eligible to receive a retirement allowance from the Non-certificated Retirement Plan or the Public School Retirement System of Missouri. The following privileges are available to emeritus staff:

- Parking privileges at all locations upon securing a valid parking sticker as is required of employees.
- Library privileges at College libraries.
- Unless specified otherwise in Board Policy or in a unit resolution, emeritus staff may continue the College group medical insurance upon retirement until age 70 or, for certificated employees, as prescribed by law. As prescribed by law, upon retirement, employees are eligible to continue their participation in the College's medical insurance programs, subject to provisions of the medical insurance plan contract. Emeritus staff selecting such insurance will pay the full costs involved, including any applicable administrative costs.
- Maintenance fee waivers for courses at the College will be available for emeritus staff members, dependents, and spouses.

These privileges are available to previously retired employees who are receiving a retirement benefit from either the Non-certificated Retirement Plan or the Public School Retirement System of Missouri, as of the date of adoption of this policy.

#### **C.25 Mandatory Retirement** (R 4/95)

St. Louis Community College may determine positions for which age is a bona fide occupational qualification or for which mandatory retirement at an established age is a business necessity.

**C.26 Holidays** <sup>(R 1/98)</sup>

The College allows 11 holidays annually. Holidays are New Year's Day, Martin Luther King Day, Presidents' Day, Spring Holiday (as determined in the academic calendar), Memorial Day, Independence Day, Labor Day, Thanksgiving and the following day, and Christmas and the previous day. Offices will be closed and, with the exception of certain essential maintenance and security employees, employees will not be required to report to work. In the event that a full-time exempt non-unit classified office and technical employee is required to work on a College holiday, the employee will be granted a work day off in lieu of the holiday, with the immediate supervisor approving the date.

Holidays that fall on a Saturday or a Sunday and are observed on another day by local, state, and/or federal authorities will be observed on that day by the College. Saturday/Sunday holidays not observed on another day by local, state and/or federal authorities will not be observed by the College. However, a compensatory holiday will be granted, with the immediate supervisor approving the date, assuring all administrative and classified employees 11 annual holidays.

**C.26.1 Thirty-six-week Employees** <sup>(R 7/98)</sup>

Professional employees covered by a 36-week contract will be permitted holiday pay for a maximum of nine days per calendar year. Holiday pay will be granted a 36-week professional employee whenever the employee is scheduled to work for two days (16 hours) within the week in which a College-authorized holiday occurs.

Full-time 36-week classified employees will be paid for all designated College holidays which occur during the employee's assigned work period.

**C.26.2 Full-time 52-Week Classified Employees** <sup>(7/98)</sup>

Full-time 52-week classified employees who are required to work on any College holiday will receive pay for said holiday plus pay at the rate of time and one-half for the hours worked.

**C.27 Group Insurance Program** <sup>(R 1/18)</sup>

[AP C 27.1 - C 27.3 & C 28]

The College makes available to all full-time employees the following group insurance programs: life/AD&D, vision, dental, medical, voluntary accidental death, long-term disability, and voluntary short-term disability.

All full-time employees are entitled to insurance plan participation on a cost-shared premium basis with the College during any month of paid employment. Full-time faculty and 36-week employees who are not scheduled to work during the summer or other periods are entitled to insurance coverage during such periods if employment is scheduled

to continue following such periods. Premium payments for such non-work periods will be made through payroll deductions in advance and/or following such periods.

The College and an employee will cost-share premium payments when an employee enrolls in the medical, dental, vision, life/AD&D and long-term disability plans as follows:

Employee only coverage: College not less than 80 percent of premium rate  
Employee pays not more than 20 percent of premium rate

Dependent coverage: College pays not less than 50 percent of premium rate  
For dependent coverage.

A full-time employee whose employment terminates due to disability following at least 10 years of full-time employment and at the time of termination is receiving long-term disability benefits may continue to participate in the College's medical plan only until the earlier of (1) attainment of age 70 or (2) long-term disability benefits cease.

All employees of the College are covered under Workers' Compensation Insurance.

### **C.27.1 Transitional Work Program** <sup>(6/03)</sup>

[AP C 28.1]

For a work-related injury, where practicable and appropriate, St. Louis Community College will provide temporary transitional duty assignments to employees. Transitional duty assignments may include a reduction in work schedule, limiting or altering duties in the employee's existing position, or temporarily reassigning the employee to another position for which he or she is qualified and capable of performing. The purpose of this program is to help employees in the recovery and rehabilitation process after an occupational injury in order that they may return to their normal duties as soon as practicable by providing temporary, transitional work. In addition, the program would reduce workers' compensation costs for the College.

### **C.28 Dental Clinic Fees** <sup>(R 4/95)</sup>

All full-time employees and their immediate families are eligible to receive a 50 percent reduction of dental fees in the College's Dental Clinic on the Forest Park campus.

### **C.29 Employee Request for Payroll Deductions from Wages** <sup>(R 4/95)</sup>

Tax-sheltered annuity and deferred compensation programs are available to all employees on a non-discriminatory basis. All such programs must obtain a written commitment from a minimum of 25 employees before submission to the Board of Trustees for approval.

Employees may make written requests for payroll deductions for the Board-approved organizations/annuities listed below.

- United Way of Greater St. Louis;
- Arts and Education Fund of Greater St. Louis;
- Any organization which has been selected as an exclusive bargaining agent by an appropriate group of employees of St. Louis Community College, pursuant to Missouri law and in an election recognized by the College;
- Any professional employee organization for which at least 75 full-time College employees annually make a written request for a payroll deduction from their wages for periodic payment to such organizations; and
- Any annuity contract in accordance with the provisions of section 403(b) and Section 457 of the Internal Revenue Code of 1986, as amended (IRC) that is purchased under a plan which provides for a salary reduction agreement that meets the requirements of IRC Section 407(a)(30) and the nondiscrimination requirements of IRC Section 403(b)(12).

By approving such organizations/annuities, the Board of Trustees does not endorse, recommend, or in any way guarantee the financial or tax consequences associated with the employee's directions of payment to or through any such organization/annuity.

### **C.30 Moving Expenses** <sup>(R 5/99)</sup>

[AP C 29]

The Board of Trustees recognizes that it may be in the best interests of the College to pay full or partial moving expenses for new employees in range 22 and above who are moving from outside a radius of 35 miles to their assigned work location. Such payment of moving expenses will not be an entitlement; in all cases, it will be an option to be agreed upon between the Board of Trustees and the new employee.

**D FACULTY**

*(Additional policies concerning full-time faculty may be found in the Joint Resolution.)*

**D.1 Initial Placement** (R 6/16)

[AP D 1]

**D.1.1 Rank Assignment** (R 6/16)

[AP D 1]

The appropriate College officer(s) will determine the academic ranks for all vacant full-time positions before such vacancies are announced.

An applicant's qualifications, including transcripts of academic work, professional certificates, verified related work experience, and a completed College employment application will be evaluated by the campus Chief Academic Officer, or his/her designee, before a rank assignment is recommended.

The following guidelines will apply when evaluating qualifications:

- All graduate semester hours must be earned at accredited institutions in courses at the graduate level or in courses open to graduates for graduate credit.
- Credit for graduate work completed at foreign universities may be given at the discretion of the College.
- Teaching is defined as experience in instruction, library/instructional resources services and counseling/student services.
- Up to one half of any requirement for related work experience (business, industry, etc.) may be fulfilled by related college teaching experience on a one-for-one basis.

**D.1.2 Salary Schedule Step Placement** (R 7/12)

[AP D 1]

The initial step placement of full-time faculty on the salary schedule will be based upon rank assignment and internal equity considerations as recommended by the Associate Vice Chancellor of Human Resources, or his/her designee. Initial placement normally will not be greater than 10 percent above the minimum salary for the rank assignment. In cases where prevailing market conditions clearly indicate limited human resources for the vacancy, initial salary placement may be greater than 10 percent above the minimum salary for the rank assignment.

Years of prior experience will be determined as follows:

College teaching experience includes experience from St. Louis Community College and other colleges on a one-for-one basis; other 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 teaching equivalency on a one-for-30 credit hour basis. 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.

### **D.1.3 Waiver of Requirements** <sup>(R 9/95)</sup>

[AP D 1]

The stated minimum eligibility requirements for initial appointment and academic rank may be recommended for waiver to the Board.

## **D.2 Temporary Full-time Faculty (Contracted)** <sup>(R 9/95)</sup>

Temporary full-time faculty are those whose appointments are within the following categories: short-term substitutes, one semester or one academic year only, and externally funded. The contracts of all temporary faculty automatically expire at the stated time. No notice of non-renewal will be required or given. Temporary faculty will not be eligible for probationary or continuing faculty status, regardless of length of service.

## **D.3 Part-time Faculty** <sup>(R 6/16)</sup>

The Board of Trustees authorizes the administration to employ part-time faculty on a temporary, non-continuing basis to teach or provide counseling or library instructional resource services. Ratification of such part-time employment will be presented to the Board as soon as practicable following the end of the fall, spring and summer sessions.

The normal maximum assignment for part-time faculty in any semester is nine semester credit hours or the equivalent contact hours. For the purposes of Public School Retirement System retirees, part-time faculty must convert credit hours taught to clock hours in order to accurately track hours worked, subject to public school retirement system regulations. The current conversion is one credit hour equals 30 clock hours.

The clock hours are intended to include any hours that the part-time faculty spends at an adjunct orientation event for each semester during which that part-time faculty member will be teaching courses.

### **D.3.1 Initial Placement** <sup>(R6/16)</sup>

Subject to budgetary limitations, all part-time faculty teaching standard credit hour courses will be placed on the appropriate scale based upon their academic credentials and prior work experience in relation to the stated minimum requirements for each scale, as outlined in Board policy.

With the approval of the chancellor, campus chief academic officers may waive the eligibility requirements for placement on a scale.

Before any appointment is offered or accepted, applicants for part-time positions will inform the appropriate supervisor or administrator in writing of other part-time teaching assignments or consideration for same within the College.

**D.3.2 Compensation** <sup>(R6/16)</sup>

**Salary Schedule for Standard Credit Hour Courses**

**(Effective Fall 2011)**

A	B	C	D	E
\$635	\$712	\$814	\$939	\$1050
(per semester credit hour)				

Part-time counselors and/or instructional resources employees will be remunerated on the basis of one credit hour for each 40 clock hours of work.

Where the number of semester course contact hours exceeds the number of semester course credit hours, compensation may be on the basis of contact hours, with the rate per semester course contact hour or equivalent set at 2/3 of the rate per semester course credit hour. Faculty will be paid either on a course credit hour or a course contact hour basis, whichever results in greater total compensation for a given course.

The salary rates for part-time faculty are applicable during all semesters or sessions throughout the year.

**D.3.3 Advancement** <sup>(R 6/16)</sup>

Part-time faculty may advance to a higher scale if his/her services merit it, if the eligibility requirements for the higher scale are met and if the campus chief academic officer recommends and the chancellor approves the advancement.

**D.3.4 Minimum Eligibility Requirements for Initial Placement or Advancement on Part-time Faculty Salary Scales** <sup>(R 9/95)</sup>

**SCALE A**

- Bachelor's degree, major in subject field to be taught, or
- Associate degree in subject field and two years of related full-time work experience, or
- Qualifying license such as R.N. or C.D.A. representing two years or more of training and/or related experience, or
- Four years of related full-time work experience.

**SCALE B**

- Master's degree in subject field, no experience needed, or

- Master's degree with at least 30 approved graduate semester hours in subject field, or
- For specialized courses in career curricula:
  - Bachelor's degree with major in subject field and four years of full-time or full-time equated teaching experience, or
  - Bachelor's degree with major in subject field and two years of full-time related work experience, or
  - Eight years of related full-time work experience in specialized career fields.

### SCALE C

- Forty approved graduate semester hours in the subject and related fields, including a master's degree and four years of full-time or full-time equated college teaching experience, or
- Forty approved graduate semester hours in the subject and related field, including a master's degree and six years of related full-time work experience, or
- An earned doctorate in the subject field and two years of full-time or full-time equated college teaching experience, or
- Alternatives for specialized career fields :
  - Bachelor's degree in subject field and at least four years of related full-time work experience and four years of full-time college or full-time equated teaching experience, or equivalent, or
  - At least 12 years of full-time work experience in field.

### SCALE D

- Fifty approved graduate semester hours in the subject and related fields, including a master's degree and six years of full-time or full-time equated college teaching experience, or
- Fifty approved graduate semester hours in the subject and related fields, including a master's degree and nine years of full-time work experience, or
- An earned doctorate in the subject field and four years of full-time or full-time equated college teaching experience, or
- Alternatives for specialized career fields :
  - Master's degree with combination of 12 years of combined full-time equated college teaching and full-time work experience, at least four years in each category, or
  - Bachelor's degree and combination of 16 years, at least four years in each category.

SCALE E

- Sixty approved graduate semester hours in the subject and related fields, including a master's degree and eight years of full-time or full-time equated college teaching experience, or
- Sixty approved graduate semester hours in the subject and related fields, including a master's degree and 15 years of full-time work experience, or
- An earned doctorate in the subject field and six years of full-time or full-time equated college teaching experience, or
- Alternatives for specialized career fields :
  - Master's degree with combination of 18 years of full-time equated college teaching and full-time work experience, at least six years in each category.

**D.3.5 Office Hours** <sup>(R 9/95)</sup>

Part-time faculty who teach standard credit hour courses are expected to be available for scheduled office hours for student conferences.

**D.3.6 Salary Schedule for Continuing Education Non-credit Courses** <sup>(R 9/95)</sup>

[AP D 3]

	<u>Rate per Clock Hour</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Step 1	\$12	\$21	\$27
Step 2	\$14	\$23	\$29
Step 3	\$16	\$25	\$31
Step 4	\$18	\$27	\$33

NOTES:

- a. Level placement will be defined as follows:
  - Level 1 - includes courses related to hobbies, crafts, leisure and recreational activities and physical education.
  - Level 2 - includes liberal arts, general education, general occupational, pre-career and remedial courses.
  - Level 3 - includes continuing professional education courses in such areas as allied health, business and technology. Will generally require specialized technical, professional and academic preparation and experience.
- b. Step placement will be defined as follows:
  - Step 1 - is the entry rate for persons with zero to four semesters of related teaching experience.
  - Step 2 - is the rate for persons with five to eight semesters of related teaching experience.
  - Step 3 - is the maximum salary rate for persons who have had 9-12 semesters of related teaching experience.

Step 4 - is the maximum salary rate for persons who have 13 or more semesters of related teaching experience.

- c. The salary rates established in this schedule will apply to all College employees teaching non-credit courses regardless of other rank or salary placement.

## **DIVISION E – ADMINISTRATIVE/PROFESSIONAL BOARD POLICY**

### **E ADMINISTRATIVE PROFESSIONAL**

*(Full-time professional unit employees should see applicable Resolution.)*

#### **E.1 Classification and Assignment to Salary Range** (R 3/06)

[AP C 5]

##### **E.1.1 Classification** (R 10/96)

[AP C 5]

Administrative/professional staff positions will be defined, classified and placed in the appropriate salary range according to job requirements, functions and responsibilities. Compensation will be based upon the 12-month administrative/professional employee salary schedule.

These positions may be subject to a reclassification review based on approved significant changes in job requirements and responsibilities. Reclassification to a different salary range requires the recommendation of the chancellor and approval of the Board of Trustees. The chancellor will assure that a process is in place that provides for the classification and reclassification of positions.

##### **E.1.2 Salary Range Conditions** (R 3/16)

[AP E.1]

###### **Initial Placement and Promotion**

To ensure minimum eligibility requirements are met, an applicant's qualifications for a position will be evaluated thoroughly by Human Resources and a College officer, or his/her designee, before a recommendation for employment is made. Qualifications must be documented on the College's employment application form.

All undergraduate and graduate degrees and semester hours must be earned at accredited institutions. Credit for graduate work completed at foreign universities may be given at the discretion of the College.

The stated minimum eligibility requirements for appointment may be waived at the discretion of the Board, upon the recommendation of the chancellor.

Initial appointments will normally be at the minimum salary of the range which applies to the position as classified by the College. However, an amount above the minimum may be recommended by the chancellor for prior experience above the minimum required for that position.

College employees who are promoted will be placed at the appropriate salary range commensurate with their qualifications. Such placement may exceed the minimum for that range.

## **DIVISION E – ADMINISTRATIVE/PROFESSIONAL BOARD POLICY**

Unless superseded by Board action on an annual basis, those whose current salaries are at or above the established maximum salaries for the job classification and range assigned will receive no salary increase unless and until such time as the maximum for their range exceeds their salary.

### **Academic Rank**

Administrative/professional employees who hold academic rank within the College will retain that rank but not advance in academic rank while serving in the administrative/ professional position. In the event an administrative/professional employee returns to a faculty position, he/she will retain that rank until otherwise qualified. Administrative/ professional employees who engage in overload or coaching assignments will be compensated according to their current academic rank. Academic rank will not be granted to those appointed initially to an administrative/professional staff position. Those administrative/professional employees without academic rank who are permitted overload teaching or coaching activities will be compensated on the basis of the appropriate faculty overload salary scale based on their qualifications for academic rank.

### **Additional Compensation**

Administrative employees may receive additional compensation for coaching and teaching activities for nine credit hours or three equivalent courses, unless otherwise authorized, per calendar year. Normally, assignments should be spread over three sessions.

Professional employees may receive additional compensation for coaching and teaching activities for a maximum of nine semester credit hours or the equivalent contact hours per semester, summer session or intersession not to exceed a total of 18 credit hours or the equivalent per fiscal year.

Additional compensation for teaching or coaching activities must be approved by the chancellor upon the recommendation of the appropriate campus chief academic officer or vice chancellor. Each employee, upon accepting such assignment(s), will certify that this activity will not interfere with the full discharge of his/her administrative/professional duties.

**DIVISION E – ADMINISTRATIVE/PROFESSIONAL BOARD POLICY**

**E.1.3 Salary Schedules for Full-time 12-Month Administrative Employees**<sup>(R9/16)</sup>

[AP E 1]

**(Effective July 1, 2012)**

<u>RANGE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
27	\$108,805	\$ 160,000
26	105,634	155,341
25	102,556	150,821
24	99,565	146,425
23	94,833	139,456
22	90,309	132,809
21	89,144	131,101
20	86,544	127,269
19	84,031	123,568
18	81,578	119,965
17	78,444	115,351
16	75,420	110,924
15	71,834	105,632
14	68,675	100,997
13	65,287	96,183

**2016-2017 Salary Provisions**

A general wage/salary adjustment of three percent will take effect beginning October 1, 2016 for monthly-paid personnel and October 9, 2016 for bi-weekly payroll personnel. Current salary range minimums and maximums will not change.

**E.1.4 Salary Schedules for Full-time Non-unit Professional Employees**<sup>(R 9/16)</sup>

[AP E 1]

**12-MONTH EMPLOYEES**

**(Effective July 1, 2012)**

<u>RANGE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
14	\$68,674	\$100,997
13	65,286	96,183
12	59,467	87,445
11	54,059	79,495
10	49,143	72,267
9	44,679	65,712
8	40,619	59,730
7	36,920	54,294

**36-WEEK EMPLOYEES**

**(Effective July 1, 2012)**

<u>RANGE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
14	\$51,506	\$75,748
13	48,965	72,138
12	43,768	64,361
11	40,544	59,621
10	36,857	54,201
9	33,509	49,284
8	30,465	44,797
7	27,690	40,721

## **DIVISION E – ADMINISTRATIVE/PROFESSIONAL BOARD POLICY**

### **2016-2017 Salary Provisions**

A general wage/salary adjustment of three percent will take effect beginning October 1, 2016 for monthly-paid personnel and October 9, 2016 for bi-weekly payroll personnel. Current salary range minimums and maximums will not change.

#### **E.1.5 Hourly Rates for Part-time Professional Employees** <sup>(R 9/16)</sup>

[AP E 1]

**(Effective July 1, 2012)**

<u>RANGE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
7	\$ 17.01	\$ 25.03
8	18.72	27.52
9	20.59	30.26
10	22.67	33.30
11	24.89	36.34
12	27.41	40.28
13	29.50	43.38

### **2016-2017 Salary Provisions**

A general wage/salary adjustment of three percent will take effect beginning October 1, 2016 for monthly-paid personnel and October 9, 2016 for bi-weekly payroll personnel. Current salary range minimums and maximums will not change.

#### **E.1.6 Full-time (Contracted) Temporary Administrative/Professional Employees** <sup>(R 10/96)</sup>

Administrative/professional employees who are employed in externally funded projects or programs on a temporary basis for a 36-week or 52-week period within the College's fiscal year will be issued a contract following Board approval.

The contract will expire as stated therein. Notice of non-renewal of contract will not be required or given. Employees holding temporary contracts will not be eligible for probationary or non-probationary employment status, regardless of length of service.

#### **E.1.7 Part-time (Non-contracted) Temporary Salaried Administrative/Professional Employees** <sup>(10/96)</sup>

Temporary, salaried administrative/professional employees are exempt salaried employees who are employed on a less than full-time basis within a 36-week or 52-week period in any fiscal year.

## **DIVISION E – ADMINISTRATIVE/PROFESSIONAL BOARD POLICY**

The Board of Trustees authorizes the chancellor, or his/her designee, to approve the employment of such employees and to submit all such employments to the Board of Trustees for ratification on a semi-annual basis.

Temporary employees are not eligible for holiday pay, medical leave pay, vacation pay, or any other fringe benefits such as bereavement leave, etc., that are associated with full-time employees unless otherwise provided under Board policy/administrative procedures or state and federal laws.

### **E.1.8 Workforce Solutions Group/Corporate Services Temporary Hourly Professional Employee Pay Scale** <sup>(R 6/12)</sup>

[AP E 1.1]

**(Effective July 1, 2012)**

<u>LEVEL</u>	<u>RATE</u>
1	\$25.19
2	29.40
3	33.58
4	37.78
5	41.98
6	46.18
7	50.37
8	55.97

Exceptions to this scale may be made only with the approval of the Associate Vice Chancellor of Human Resources and the Chancellor.

### **E.2 Contract Status, Non-renewal, Dismissal and Reduction in Force for Administrative/Professional Employees** <sup>(R 10/96)</sup>

(Excluding the chancellor of the College)

#### **E.2.1 Contract Term** <sup>(R 10/96)</sup>

*(The term year referred to in this section is defined as a fiscal year, July 1 through June 30.)*

New full-time administrative/professional employees will be on probationary status and will be offered one-year contracts during the initial three years of employment. During this three-year period, extensive analysis and evaluation of individual performance will take place.

Administrative/professional employees who change position(s) during the initial three years of employment will be on probationary status for a minimum of one year in each

## **DIVISION E – ADMINISTRATIVE/PROFESSIONAL BOARD POLICY**

new position. Each year of the probationary period served before the promotion will be counted as a part of the three-year probationary period.

After three successive years of satisfactory service and upon approval by the Board, administrative/professional employees will be offered one-year, non-probationary contracts subject to the provisions concerning dismissal and reduction in force promulgated under Board policy as well as the management prerogative of assignment.

Administrative/professional employees who change position after receiving or becoming eligible for a non-probationary contract will be issued a probationary contract for the first year in the new position. Upon satisfactory completion of this probationary period, these employees may be issued non-probationary contracts.

Non-probationary administrative/professional employees will not be required to begin a new probationary period when the position held is reclassified with no change in duties or responsibilities. When a position held by a classified employee is reclassified as professional with no change in duties or responsibilities, the incumbent employee will be issued a non-probationary professional employment contract so long as the employee has held the classified position for a minimum of three successive fiscal years. Otherwise, the employee will be issued a probationary professional employment contract until the equivalent of three successive fiscal years of satisfactory service has been fulfilled.

Administrative/professional employees who are not offered non-probationary contracts when eligible may be dismissed or may, upon Board approval, continue employment in a probationary status. The maximum amount of time allowed for the extended probationary period will be one year. A one-year probationary contract may be offered at the discretion of the College. Administrative/professional employees can be dismissed for just cause at any time during the extended probationary period. At the end of the extended probationary period, these employees either will be dismissed or offered one-year, non-probationary contracts.

### **E.2.2 Non-renewal of Contract** <sup>(R 10/96)</sup>

Employees holding non-probationary and probationary contracts may be subject to non-renewal on an annual basis. Notice of non-renewal must be given in writing to non-probationary employees no later than 120 calendar days before the expiration of the contract and will include the reasons for non-renewal. Notice of non-renewal must be given in writing to probationary employees no later than 90 calendar days before the expiration of the contract. No reason will be given for non-renewal of probationary contracts. Employees who had previously held non-probationary contracts will receive 120 calendar days' notice before the expiration of their probationary contracts.

## **DIVISION E – ADMINISTRATIVE/PROFESSIONAL BOARD POLICY**

In lieu of dismissal, non-probationary employees who receive a non-renewal notice may be offered probationary contracts and will be subject to the provisions pertaining to probationary employees.

### **E.2.3 Dismissal** (R 10/96)

Administrative/professional employees may be discharged during the term of contract for one or more of the following causes: immorality; insubordination; dishonesty or fraud; conviction of a felony; inefficiency or incompetency in the performance of assigned duties; violation of Board policy/administrative procedures, local, state or federal laws; or failure to comply with the terms and conditions of the written contract between the College and the employee.

### **E.2.4 Reduction in Force** (R 10/96)

If, in the judgment of the administration, it is necessary to decrease the number of administrative/professional employees because of financial considerations, limits established by staffing policies, or by functional reorganization and/or consolidation, the necessary number of employees may be placed on layoff status without pay. The following criteria will be applied:

- a. Subject to functional continuity, assignment to a vacant position, including a vacant faculty position, in the same or in another division, department and/or location for which the employee is qualified and interested will be considered an alternative to reduction in force.
- b. Subject to functional continuity and administrative/professional specialization, part-time employees and employees holding temporary contracts will be terminated before full-time administrative/professional employees are laid off.
- c. Within the limits of functional continuity and administrative/professional specialization, layoffs will be on the basis of seniority by job titles at each location, as determined from initial date of full-time employment.
- d. Affirmative action goals will be taken into account to modify the seniority principle when it appears to be necessary in the judgment of the chancellor.
- e. Administrative/professional employees placed on layoff will be placed on a recall list on the basis of reverse order of layoff, in accordance with the administrative/professional staffing needs of the College, up to the end of three years after layoff.
- f. Notice of reduction in force will be given in writing no later than 120 days before the end of the contract year. The notice will include the reason for reduction in force.

## **DIVISION E – ADMINISTRATIVE/PROFESSIONAL BOARD POLICY**

### **E.3 Establishment of Administrative/Non-unit Professional Employee Grievance Process** <sup>(R 6/07)</sup>

[AP E 3]

The College has established a grievance procedure as set forth in its designated Administrative Procedures for the prompt and equitable resolution of complaints made by Administrative/Non-Unit Professional Employees alleging that he/she has suffered injury or damage because of a misinterpretation, misapplication, or violation of Board Policy and/or Administrative Procedures. The grievance process will be applicable for resolution of allegations of discrimination as prescribed under local, state, and federal mandates applicable to the College and/or Board Policy and Administrative Procedures unless other applicable grievance procedures exist.

### **E.4 Resignations** <sup>(R 10/96)</sup>

Administrative/professional employees who resign from employment with the College will provide a minimum of 30 calendar days' notice, except when extenuating circumstances prohibit such notice. Notice will be given in writing to the employee's immediate supervisor.

### **E.5 Emeritus Status for Full-Time Professional Employees** <sup>(4/03)</sup>

Full-time professional employees who otherwise qualify for emeritus staff retirement privileges under Board Policy C 24.3 may continue the College group medical insurance upon retirement subject to law and the provisions of the medical insurance contract. Eligible employees selecting such insurance will pay the full costs involved, including any applicable administrative costs. This applies only to eligible employees who retire on or after June 1, 2003.

**F CLASSIFIED****F.1 Classified Employees - Definitions** (R 6/98)

[AP F 1 - F 3]

Classified employees are those who are assigned to maintenance, technical, clerical and paraprofessional positions. This category will include all office and technical and physical plant employees. Children under the age of 16 will not be considered for employment by the College.

a. Full-time Probationary Employees

*(For full-time office and technical unit and physical plant unit employees, see applicable Resolution.)*

All full-time classified employees are probationary for the first 180 calendar days of employment. If an employee is absent on scheduled work days during this probationary period, the period may be extended so that an employee will serve at least a probationary period of 180 calendar days.

b. Full-time Continuing Employees

The employment status of classified employees who satisfactorily complete the applicable probationary period will be designated as continuing.

c. Part-time Continuing Employees\*

Part-time continuing employees are employed on a less than full-time basis. All such part-time employees are probationary for the first three months of employment unless administration authorizes an extension based upon extenuating circumstances.

d. Full-time Temporary Employees

Full-time temporary employees are employed for a limited period of time to meet temporary staffing requirements or are employed in externally-funded projects. Such employment will be presented to the Board for ratification at the next possible regular Board meeting following the initial employment date.

e. Part-time Temporary Employees\*

Part-time temporary employees are employed on a less than full-time basis for a limited period of time to meet temporary staffing requirements or are employed in externally-funded projects. Such employment will be presented to the Board for ratification at the next possible regular Board meeting following the initial employment date.

\*Part-time employees are not eligible for insurance coverages, holiday pay, paid medical, paid vacation, bereavement, personal leave and/or other benefits that are provided to full-time employees unless otherwise mandated by state and/or federal laws or Board policy.

**F.2 Salary Schedules for Full-time Non-unit Classified Office and Technical Employees** <sup>(R 9/16)</sup>

[AP F 4, AP F 7]

**FULL-TIME 52-WEEK EMPLOYEES****(Effective July 1, 2012)**

<u>RANGE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
9	\$ 44,661	\$ 64,077
8	41,257	59,186
7	38,438	54,937
6	35,554	50,690
5	33,546	46,449
4	30,447	42,604
3	27,634	39,049
2	25,464	35,855
1	23,482	32,944

**FULL-TIME 36-WEEK EMPLOYEES****(Effective July 1, 2012)**

<u>RANGE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
9	\$30,916	\$44,350
8	28,561	40,967
7	26,611	38,026
6	24,613	35,004
5	23,372	32,153
4	21,074	29,478
3	18,977	27,041
2	17,629	24,822
1	16,252	22,798

**2016-2017 Salary Provisions**

A general wage/salary adjustment of three percent will take effect beginning October 1, 2016 for monthly-paid personnel and October 9, 2016 for bi-weekly payroll personnel. Current salary range minimums and maximums will not change.

**F.3 Hourly Rates for Part-time Office and Technical** <sup>(R 9/16)</sup>

[AP F 4]

**(Effective July 1, 2012)**

<u>RANGE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
1	\$ 9.78	\$ 13.80
2	10.70	15.16
3	11.79	16.64
4	13.16	18.28
5	14.67	20.08
6	15.62	22.07
7	17.06	24.06
8	18.40	25.96
9	20.03	28.32

**2016-2017 Salary Provisions**

A general wage/salary adjustment of three percent will take effect beginning October 1, 2016 for monthly-paid personnel and October 9, 2016 for bi-weekly payroll personnel. Current salary range minimums and maximums will not change.

**F.3.1 Workforce Solutions Group/Corporate Services Temporary Hourly Classified Employee Pay Scale** <sup>(6/12)</sup>

[AP F 4.1]

**(Effective July 1, 2012)**

<u>LEVEL</u>	<u>RATE</u>
1	\$12.58
2	15.39
3	18.19
4	20.98
5	25.19

Exceptions to this scale may be made only with the approval of the Associate Vice Chancellor of Human Resources and the Chancellor.

**F.4 Placement on the Office and Technical Salary Schedule** <sup>(R 1/01)</sup>

[AP F 6]

*(For non-unit employees)*

All beginning non-unit office and technical employees will normally be employed by the College at the minimum salary for their assigned range; however, based upon experience beyond the minimum required for the position, initial salary placement will consider internal equity in compensation and may be above the minimum but not to exceed 10 percent above the minimum.

All office and technical personnel will normally be on probationary status through the completion of 180 calendar days of employment. At that time, upon appropriate performance review and appraisal, employees may be recommended for continuing status.

**F.4.1 Promotional Salary Increase for Non-unit Office and Technical Employees**

(R 6/96)

An employee who applies for and is awarded a promotion to a position in a higher salary range will receive a 10 percent salary increase or placement at the minimum of

the new salary range, whichever is greater, but in no case will the employee's salary exceed the maximum of the new range.

**F.5 Position Changes** <sup>(R 6/96)</sup>

When in the judgment of the administration a significant change in the responsibility of a position has occurred, the College may reclassify the position to the appropriate range.

When an employee is moved to a position in a higher range as a result of reclassification, salaries paid for the position in the local job market and internal equity will be factors used to determine the appropriate salary increase to be applied when final salary placement is made in the new range. Under no circumstances will the employee's new salary exceed the maximum of the new range.

If an employee is reclassified to a position within the same range or to a lower range, the employee will suffer no reduction in compensation.

Any employee who believes his/her position and/or range is misclassified through consistent overt acts of supervisors will have recourse to the grievance procedure. All grievances concerning classification will be initiated at the Step 3 level of the grievance procedure.

Definition: Misclassification - the improper placement of jobs in the salary schedule; an employee performing the work of a higher, lateral or lower classification.

**F.6 Additional Compensation****F.6.1 Additional Responsibilities** <sup>(R 6/16)</sup>

An employee who upon request assumes some of the primary performance requirements assigned to another position for a period in excess of 30 working days will be eligible to receive an increase in his/her salary ranging from 5 to 10 percent during the period such duties are assigned. The increase must be recommended by the employee's immediate supervisor and the appropriate vice chancellor or campus chief academic officer to the Associate Vice Chancellor of Human Resources. Upon receipt of a recommendation that additional compensation be provided to an employee, the associate vice chancellor of human resources will be responsible for determining the appropriateness and the amount of additional compensation, if any. Recommendations for additional compensation will then be submitted to the chancellor for review and, if approved, submitted to the Board for consideration and action.

**F.6.2 Teaching and Coaching Activities** <sup>(R6/16)</sup>

Non-unit classified office and technical employees may receive additional compensation for teaching and coaching activities for a maximum of nine semester credit hours or the equivalent contact hours per semester, summer session or intersession not to exceed a total of 18 credit hours or the equivalent per fiscal year. The chief academic officer of each campus or, in the case of the Corporate College, the chancellor, will approve of this activity and certify that it will not interfere with the individual's full discharge of his/her regular position responsibilities.

**F.7 Shift Differential Rates for Non-unit Classified Employees** <sup>(R 6/96)</sup>

A premium of 4 percent (to the nearest cent) will be paid to any full-time classified non-unit employee\* regularly assigned to a work period starting no earlier than 11:00 a.m. and no later than 7:00 p.m. A premium of 6 percent (to the nearest cent) will be paid to any full-time classified non-unit employee\* regularly assigned to a work period starting no earlier than 7:00 p.m. and no later than 12:00 midnight.

\* This applies also to part-time continuing employees but not temporary part-time employees. However, part-time continuing employees whose work assignments fall within the regular work day, normally 8:00 a.m. to 5:00 p.m., will not receive shift differential.

**F.8 Work Periods, Overtime and Dinner Allowance****F.8.1 Work Year and Work Schedules** <sup>(R 6/96)</sup>

The normal work year will be 52 weeks . The normal work schedule for non-exempt employees will be eight hours per day on each of five days in a work week for a total of 40 hours per week. All work schedules of 52-week employees which do not fall under the definition of a normal work schedule will be considered alternate work schedules.

**F.8.2 Thirty-six-week Assignment** <sup>(R 6/96)</sup>

[AP F 7]

In selected job categories, classified employees may be hired for a 36-week assignment. In such cases compensation and vacation and medical leave accrual will be calculated to reflect a proration between 36 and 52 weeks.

**F.8.3 Overtime Compensation** <sup>(R 6/96)</sup>

All work performed in excess of eight hours per day or 40 hours in a work week by a non-exempt employee assigned to a normal work schedule will be considered overtime work and such employee will be paid at the rate of time and one-half for each overtime hour or fraction thereof worked. Overtime pay for a non-exempt employee regularly assigned to an alternate work schedule will be paid at the rate of time and one-half for all hours or fraction thereof worked in excess of 40 hours in a work week or for any hours or fraction thereof worked in a day in excess of the number of hours regularly assigned for that work day. Paid holidays and paid vacation time will be considered as

time worked for purposes of overtime pay eligibility. Overtime pay will not be paid twice for the same hours. The College will assure compliance with provisions of the Fair Labor Standards Act applicable to non-exempt employees in the payment of overtime and/or in the granting of compensatory time off from work.

**F.8.4 Dinner Allowance** (R 6/96)

[AP C 8.1]

*(For unit and physical plant classified employees, see Resolutions)*

Employees will be entitled to a dinner allowance in those cases only when overtime work is necessary and approved by the immediate supervisor. Non-unit classified employees will be entitled to a meal allowance in the amount of \$5 when the workday exceeds 10 consecutive hours.

**F.9 Resignation** (R 6/96)

*(For full-time office and technical unit and physical plant unit employees, see applicable Resolution.)*

To resign in good standing, an employee must give at least 14 calendar days prior notice unless extenuating circumstances dictate otherwise, and the College agrees to permit a shorter period of notice.

**F.10 Layoff** (R 6/10)

[AP F 9, F 9.1 - F 9.6]

*(For full-time office and technical unit and physical plant unit employees, see applicable Resolution.)*

Classified employees may be laid off when it becomes necessary by reason of shortage of work or funds, to effect the elimination of the position, or other material change in duties or organization. Before the layoff, employees may be placed in vacant positions for which they are qualified.

In the event the College lays off full-time continuing classified employees for a period of more than seven calendar days, such layoffs will be made on the basis of seniority, within equal or lower job classifications. No full-time continuing classified employee will be laid off while a person is employed on a temporary, part-time continuing, or probationary basis in the same job classification. Employees will be laid off in accordance with procedures outlined in administrative procedures.

**F.11 Suspension** (R 6/96)

*(For full-time office and technical unit and physical plant unit employees, see applicable Resolution.)*

A supervisor or department head may, for cause related to the performance of duty, suspend any employee under his/her jurisdiction for a period not to exceed three working

days. Such suspension will be reported to the appropriate dean at the campus or department head at the Corporate College as soon as possible for review. This administrator will review the case and make his/her own determination. In case of disapproval, the employee will receive full pay for the days suspended. The administrator may also extend the time of suspension if he/she feels such action is justified. A written statement of the reasons for the suspension, the decision of the appropriate administrator as to its length, and whether with or without pay will be forwarded to the employee affected in each case within three working days of the initial suspension. The employee will have the right to appeal the suspension through the appropriate steps of the classified grievance procedure, provided, however, that the current resolution in force concerning the employee bargaining unit will govern in all cases of the suspension of an employee who is a member of the bargaining unit.

An employee may be suspended with pay by the appropriate officer of the College in the event said employee has been formally charged with a commission of a felony and during the pendency of said charge.

### **F.12 Dismissal** (R 6/04)

*(For full-time office and technical unit and physical plant unit employees, see applicable Resolution.)*

Continuing classified employees may be dismissed for cause only. The dismissal of classified employees will be the responsibility of the immediate supervisor with the approval of the appropriate administrator. The employee will have the right to appeal his/her dismissal in accordance with the grievance procedure. If the chancellor ratifies the dismissal, the dismissal will be considered and ratified or disapproved by the Board at a meeting at the earliest practical time following such dismissal. Causes deemed sufficient for dismissal may include but are not limited to: conviction of a serious crime; dishonesty; theft; willful damage to College property; immoral or indecent conduct; falsification of records; unprofessional conduct associated with the workplace (which includes, but is not limited to, physical or verbal confrontation); unsatisfactory attendance or work performance; or repetition of garnishments as allowed by federal or state statutes. As a prerequisite to exercising any rights of appeal to the Board, as provided in Board policy, an appeal on dismissal must first be carried through the designated appeal steps in the classified grievance procedure. The current resolution in force concerning the employee bargaining unit will govern in all cases of the dismissal of an employee who is a member of the bargaining unit.

### **F.13 Grievance Process for Non-unit Classified Employees** (R 6/16)

[AP F 10]

*(For full-time office and technical unit and physical plant unit employees, see applicable Resolution.)*

### Adjustment

Good faith efforts will be made to resolve employee grievances at the earliest possible step. Should any difference arise between the College and any employee as to the meaning or application of Board policy or administrative procedures, said grievance will be settled through the grievance procedure.

### Definitions

A “grievance” is defined as an alleged violation, misinterpretation or improper application of Board policy and/or administrative procedures. A grievance will be in written form, and include the following information:

- a. Date and nature of the grievance, location, job classification and employee involved, and identification of the provisions of Board policy and/or administrative procedures under which the grievance is entered.
- b. Remedy sought.
- c. Date of submission.

A “grievant” is defined as any employee filing a grievance. Multiple grievances filed simultaneously over a common occurrence or event may be processed in a joint action.

### Extension of Time

The time limits provided in the grievance procedure may be extended only by mutual written consent of the parties.

### Days Defined

Days as referred to throughout the grievance procedure will be working days but will not include Saturdays, Sundays, or holidays recognized by the College.

### Advancement/Termination of Grievances

Grievances not appealed within the prescribed time limits will be considered settled on the basis of the last decision made by the College and will not be eligible for further appeal. The aforesaid will not apply if the time limits are extended by mutual written consent of the parties.

### Grievance Advisor

A grievant may select an advisor to provide advice, support and consultation at any point during the grievance procedure.

### Reprisals

No reprisals of any kind will be taken by the Board or by any member of the administration against an employee because of his/her participation in the grievance process.

Grievance Procedure

If a grievance arises, it will be resolved through the procedure described below. However, this procedure does not preclude prior discussions between an employee and his/her supervisor to resolve the difference.

Step 1

- a. A grievance, to be timely, must be submitted to an employee's immediate supervisor within 10 days of the occurrence giving rise to the grievance or within 10 days of the date on which the employee should have reasonably known of such occurrence.
- b. A conference between the employee and his/her immediate supervisor will be held within five days of the initial presentation of the grievance.
- c. The employee's immediate supervisor will issue a written response to the employee and a copy to the Associate Vice Chancellor of Human Resources within three days following the conference.
- d. If the employee is not satisfied with the response issued and wishes to proceed with his/her grievance, he/she must give written notice of such intent to the appropriate administrator within three days of receipt of the response or within six days of the Step 1 B conference if no response is given by the College.

Step 2

- a. The appropriate administrator, or his/her designee, will conduct a conference with the employee and his/her immediate supervisor within three days following receipt of written notice.
- b. The appropriate administrator, or his/her designee, will issue a written response to the employee within three days following the conference.
- c. If the employee is not satisfied with the response received and wishes to proceed with his/her grievance, he/she must give written notice of such intent to the chief academic officer or vice chancellor within three days following receipt of the response or within six days of the Step 2a conference if no response is given by the College.

Step 3

- a. The chief academic officer or vice chancellor, or his/her designee, will conduct a conference with the employee within three days following receipt of written notice from the employee.
- b. A written response will be issued by the College to the employee within three days following the conference.
- c. If the employee is not satisfied with the response and wishes to proceed with his/her grievance, he/she must give written notice of such intent to the Associate Vice Chancellor of Human Resources within three days of receipt of the response or within six days of the Step 3a conference if no response is given by the College.

Step 4

- a. The Associate Vice Chancellor of Human Resources, or his/her designee, will conduct a conference with the employee within three days following receipt of written notice from the employee.
- b. A written response will be issued by the College to the employee within three days following the conference.

Step 5

If the employee is not satisfied with the decision received at Step 4b, he/she may exercise one of the following alternatives:

- a. The employee may submit an appeal in writing to the Board of Trustees within three days from receipt of the response or within six days of the Step 4a conference if no response is given by the College. With this appeal should be included a copy of the original grievance, the decisions previously received under this procedure, and such other statements or information which the employee deems relevant. The Board will consider the grievance at its next regularly scheduled executive session and take such appropriate steps to review the grievance that it deems advisable, which may, in the Board's discretion, include providing the employee with a hearing at the earliest practicable executive session of the Board. However, when a grievance would otherwise constitute a contested 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 of its decision, in writing, at the conclusion of its action.
- b. The employee may request the naming of an independent advisory fact-finder only for those grievances concerning dismissal. Such a request must be made in writing to the Board at the time of filing of the appeal set forth in Step 5a and within the time limits there specified. The employee and the chancellor, or his/her designee, will attempt to find an impartial fact-finder who is mutually acceptable. In the event that they cannot agree on a mutually acceptable fact-finder, they will select one by alternately striking names from a list furnished by the Federal Mediation and Conciliation Service with the last name being the fact-finder.

The fact-finder will hold a hearing within a reasonable time after being appointed but in no event, more than 20 working days from appointment. The hearing will be held on a date and time as agreed upon by the employee, the College, and the fact-finder or, if no agreement can be reached, as specified by the fact-finder. The fact-finder will issue an advisory recommendation, in writing, no later than 20 days from the end of the hearing. Said advisory recommendation will include findings of fact and separate conclusions and recommendations. The fact-finder will limit the advisory recommendation strictly to the application and interpretation of the provisions of Board policy and/or administrative procedures and will be without

power or authority to make recommendations: (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 College or its Board under applicable law.

At its next regularly scheduled meeting, the Board, in executive session, will consider the grievance and the advisory recommendations of the fact-finder. The Board may accept (in whole or in part), modify or reject the fact-finder's recommendatory findings of fact and conclusions. The Board, at the written request of the employee, will conduct a hearing at this time and will notify the grievant, in writing, of its decision and the reasons for its decision at the conclusion of such hearing. The fact-finder's fees and other expenses will be payable in equal amounts by the College and the employee.

#### **F.14 Emeritus Status for Full-Time Non-Unit Classified Office and Technical Employees** <sup>(R 6/04)</sup>

Full-time non-unit classified office and technical employees who otherwise qualify for Emeritus Staff Retirement Privileges under Board Policy C 24.3 may continue to use the College group medical insurance upon retirement subject to law and the provisions of the medical insurance contract. Eligible employees selecting such insurance will pay the full costs involved, including any applicable administrative costs. This applies only to eligible employees who retire on or after July 1, 2002. An emeritus staff member shall have up to one year from retirement (effective date of leaving the College) to elect to continue the medical plan. If this election is exercised after the COBRA entitlement period, coverage would become effective on the date of enrollment if the coverage had lapsed since his/her retirement.

**G EDUCATIONAL PROGRAMS AND REQUIREMENTS**

**G.1 Credit Programs** <sup>(9/96)</sup>

Instruction offered for College credit will include lower-division (freshman- and sophomore-level) courses and programs for transfer to other colleges/universities, career programs to prepare students for immediate employment, and developmental courses to help students attain the skills necessary to perform college-level academic work. A record of credit courses for each student will be kept on an official transcript.

**G.2 Non-credit Programs** <sup>(6/16)</sup>

[AP G 1]

The College also will develop and provide non-credit courses and programs and services to meet identified community needs. Such courses will not appear on the official transcript. Students enrolled in non-credit courses will not be required to meet the College's admission criteria for credit programs. Students enrolled in non-credit courses may be awarded grades as follows:

- SC - Satisfactorily completed, or
- NC - Not completed.

Awards of Completion may be granted to students completing a single course, a seminar, conference, workshop or similar instructional activity. Awards of Completion are presented to those who have satisfactorily met the attendance requirements for that activity.

**G.3 Curriculum Development and Review** <sup>(R 6/16)</sup>

[AP G 2, G 2.1, G 2.2]

The faculty and instructional administrators will be responsible for proposing, regularly evaluating, and revising the educational programs and courses. For the career programs, advisory committees made up of knowledgeable professionals will advise the faculty on developments in the field and possible changes necessary in the educational program. Campus and college-wide faculty curriculum committees will review and approve changes in courses and recommend changes to programs.

All courses and programs will be periodically reviewed and evaluated by relevant faculty to ensure that the College's educational offerings remain current, cost effective and relevant to the needs of students and the community.

All changes, additions and deletions to transfer and career programs will be submitted to the Board of Trustees for approval.

**G.4 Advisory Committees** (R 9/96)

[AP G 3, G 3.1 - G 3.3]

Advisory committees comprised of community members and College employees may be established to consult with faculty and staff about the College's programs and services. The chancellor will recommend members to the Board for approval.

**G.5 Academic Calendar** (R 9/96)

[AP B 3.2 & AP G 4]

The chancellor will recommend to the Board of Trustees for approval an academic calendar that meets state guidelines for minimum required time for instruction, provides for maximum use of College resources, and provides for a program of year-round education.

**G.6 Articulation with Other Educational Institutions** (R 6/98)

The College will work with secondary schools to facilitate the transition of students from high school to the College. The College, in cooperation with school districts, may offer students opportunities to participate in educational activities.

The College will work in cooperation with other Missouri colleges and universities and with the Coordinating Board for Higher Education to offer appropriate transfer courses that foster a smooth transition.

The College will establish:

- Articulation agreements with secondary schools that define curriculum criteria and standards of student performance that establish student placement and/or transfer credit at St. Louis Community College.
- Articulations and program agreements with colleges that establish program application of courses and transfer credits into St. Louis Community College.
- Articulations and completion degrees with educational agencies and training institutions that provide program integrity for expanded student options in St. Louis Community College degrees and certificates.
- Articulation agreements with four-year colleges and universities which define or assure how St. Louis Community College credit will be recognized for transfers from St. Louis Community College.

**G.7 Admissions Criteria for Credit Programs** (R 11/04)

[AP G 5]

Applicants for admission to the College must have met one of the following criteria:

- a. Earned a high school diploma.

**DIVISION G  
EDUCATIONAL PROGRAMS AND REQUIREMENTS**

**BOARD POLICY**

- b. Earned the equivalent of the high school diploma as demonstrated by performance on the General Education Development test.
- c. Met the College's requirements for graduates of non-traditional secondary schools.
- d. Received approval for "early graduation" from high school.
- e. Received approval for the College's dual enrollment program.
- f. Received approval for the College's dual credit program.
- g. Demonstrated through assessment the ability to benefit from the college experience when the applicant:
  - is without a high school diploma or equivalent,
  - is at least 18 years old, and
  - has been separated from the last school attended for a minimum of six months (See G 7.2 Assessment).
- h. Under extenuating circumstances, received approval for admissions from the administrator responsible for admissions.

**G.7.1 International Student Admission** (R 3/02)

[AP G 5.1]

International students who wish to come to the United States under educational visas or who are already in the United States under visas that would allow educational pursuits may be admitted to the College. Applicants must meet minimum English language, educational, financial and health insurance requirements specified by the College.

International students who wish to be admitted and enrolled in courses that do not require a presence in the United States must meet English language and education requirements and meet their financial obligations to the College.

**G.7.2 Course Placement** (R 7/98)

[AP G 5.2]

The College will enroll students in programs and courses on the basis of placement tests, pre-enrollment interviews, physical examinations, achievement in previous work, or other appropriate criteria.

**G.7.3 Residency Requirements** (R 1/03)

[AP G 5.3, G 5.3.1, G 5.3.2]

The Admissions office on each campus will determine the residency of students for maintenance fee purposes. The burden of proof for establishing eligibility for resident status will rest with the student.

**DIVISION G**  
**EDUCATIONAL PROGRAMS/REQUIREMENTS**

**BOARD POLICY**

A resident student of the Junior College District of St. Louis - St. Louis County (the St. Louis Community College District) is one who meets one or more of the following descriptions:

- a. An unemancipated minor student who has not attained the age of 21 and is under the care, custody or support of the individual or individuals having legal custody of the student and who live in the district.  
The student may need to provide documentation of dependency upon parents and that parents have established legal residency in the St. Louis Community College District before classes officially begin. Otherwise, the student may be assessed the prevailing maintenance fee for out-of-district or out-of-state residency.
- b. An emancipated minor student who has not attained the age of 21 and who is not under the care, custody, and support of an individual or individuals having legal custody, but lives in the district.  
A minor may become emancipated through marriage, formal court action, abandonment or positive action of alienation on the part of the minor. A student will be assessed the prevailing maintenance fee for in-district residency if documentation of residency is established before classes officially begin. Also, documentation that the student is emancipated may be required. Otherwise, the student will be assessed the prevailing out-of-district or out-of-state maintenance fees.
- c. An adult student who has established residence within the St. Louis Community College District.  
If an adult student, not previously a resident, presents sufficient proof of residence within the St. Louis Community College District, the student will be granted resident status at the first enrollment following the establishment of residence. Otherwise, the student will be assessed the applicable out-of-district or out-of-state maintenance fees.
- d. Nonimmigrant alien students holding *B, F, H (except H-1B), J, M, O-2, P* or *Q* visas are required by law to demonstrate they have a residence in a foreign country which they have no intention of abandoning. Therefore, such non-immigrant aliens cannot establish residence as previously defined.  
Accordingly, such students will be assessed out-of-state maintenance fees. Exception: An unemancipated minor student holding a visa in the categories specified above, who is dependent on and living with a parent or guardian resident in the district who has permanent alien status or who holds a visa in a category other than those specified above, will be assessed in-district maintenance fees.

**DIVISION G  
EDUCATIONAL PROGRAMS AND REQUIREMENTS**

**BOARD POLICY**

- e. A non-immigrant alien holding a visa in a category other than those specified above will be assessed in-district fees if he/she has established residence within the district.

**G.8 Persons with Disabilities** (R 6/07)

[AP B 7 & G 6]

Access to programs, courses and services will be provided in compliance with relevant laws.

The College is committed to the elimination of arbitrary or unreasonable practices that result in discrimination. All groups operating under the policies of the College, including all employees, student governments, and programs sponsored by the College are governed by this policy of non-discrimination. In accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and Board policy, the College does not discriminate on the basis of disability.

In furtherance of the College’s commitment, grievance procedures for the prompt and equitable resolution of complaints are set forth in the College’s designated Administrative Procedures.

**G.9 Academic Standards for Credit Courses** (R2/15)

[AP G 7]

**G.9.1 Attendance** (R2/15)

[AP G 7.1]

Students are expected to attend classes. Excessive absences, as determined and specified by the instructor in the course syllabus, may impact a student’s grade and ultimately result in a failing grade for any course.

Instructors must document student attendance and the College must maintain records for all courses. The documentation must include attendance records for the first four weeks of the semester, first day of attendance for later starting parts of term and a last date of attendance for each student.

For distance learning courses and independent study, the instructor must keep attendance records for the first four weeks of the semester, first day of attendance for later parts of term and a last date that a student engages in the course.

**DIVISION G  
EDUCATIONAL PROGRAMS/REQUIREMENTS**

**BOARD POLICY**

**G.9.2 Final Examination** <sup>(R 9/96)</sup>

[AP G 7.2]

A final, culminating experience is required for each course and may take the form of a test, paper, project or other activity appropriate for the course. Completion of this final, culminating experience is required for receipt of a passing grade. Some portion of the final, culminating experience must occur during the scheduled final exam period.

**G.9.3 Grades** <sup>(R 9/96)</sup>

[AP G 7.3]

- a. All students will be awarded letter grades for course work in which the student was enrolled as follows:

- A - Superior
- B - Above average
- C - Average
- D - Passing, below average
- F - Failure
- I - Incomplete
- W - Withdrawal
- T - Audit
- R - Credit-by-examination
- S - Satisfactory
- U - Unsatisfactory
- PR - Progress - Re-enroll
- NG - No grade assigned by instructor.

**G.9.4 Grade Points** <sup>(R 9/96)</sup>

[AP G 7.4]

For purposes of determining grade point averages, grades are numerically evaluated as follows:

A=4, B=3, C=2, D=1, F=0

Grades of *I, W, T, R, S, U, PR, NG* receive no numerical value.

**G.9.5 College Credit Hours** <sup>(R 6/16)</sup>

[AP G 7.6]

The unit of credit at the College is the semester hour. All classes will meet or exceed the minimum instructional time requirements established by state guidelines. Clinical and internship experiences will follow a formula-based equivalent. Distance Education courses are an exception to this policy.

**G.9.6 Honors** <sup>(R 6/96)</sup>

[AP G 7.7]

Transcripts and diplomas of graduates who have earned cumulative grade point averages of 3.5 or higher will be designated “With Academic Honors.” Transcripts and diplomas of graduates who have earned cumulative grade point averages of 4.0 will be designated “With Highest Academic Honors.”

Full-time students enrolled in at least 12 credit hours and who earn current grade point averages of 3.5 or higher will be designated “Dean’s List” for that semester. Part-time students will be designated “Dean’s List” at the accumulation of each increment of 12 credit hours with a grade point average of 3.5 or higher.

**G.9.7 Maximum Course Load** <sup>(R 6/18)</sup>

Students wishing to enroll in more than 18 credit hours in a fall or spring semester or nine credit hours in the summer session must have permission from the Manager of Advising, or his/her designee.

**G.9.8 Repeated Courses** <sup>(R 6/18)</sup>

[AP G 7.8]

A student may repeat a course for credit with the following provisions:

- a. All enrollments will appear on the transcript except those for which a student receives a 100 percent refund.
- b. For transcript purposes, only the latest grade earned will be used in arriving at cumulative hours and cumulative grade point average. Such a notation will appear on the transcript.
- c. Before a third enrollment in the same course, a student must have authorization from an advisor.

**G.9.9 Satisfactory Academic Progress** <sup>(R 9/96)</sup>

[AP G 7.9]

All students are expected to make satisfactory academic progress. The standards of academic progress are:

- Good Standing - cumulative 2.0 GPA after completing at least six credit hours.
- Academic Probation - less than a cumulative 2.0 GPA after completing at least six credit hours.

This definition of satisfactory academic progress does not preclude the establishment of additional requirements for enrollment in specific programs (i.e., Title IV eligibility, veterans’ benefits, etc.)

Once a student is placed on academic probation, he/she must undergo counseling, advising and program approval, at which time the student must be involved in a systematic assessment process with recommendations for remediation carefully followed in the next semester's program. A student may remain on academic probation for a limited period of time as defined in administrative procedures.

**G.9.10 Satisfactory Academic Progress for International Students with *F-1* Visas**

(R 9/96)

International students with *F-1* visas must:

- complete a minimum of 12 credit hours per fall/spring semester;
- maintain a cumulative grade point average of 2.0 or above; and
- complete a certificate program in not more than four semesters or an associate degree program in not more than six semesters, excluding interim or summer sessions.

If such a student completes fewer than 12 credit hours or earns a cumulative grade point average of less than 2.0, he/she will be placed on probation for the next semester of attendance. If the student completes fewer than 12 credit hours or earns a grade point average of less than 2.0 while on probation, he/she will not be permitted to re-enroll.

**G.9.11 Satisfactory Academic Progress for Students Receiving Federal Higher Education Act (HEA) Title IV Financial Aid** <sup>(R 6/16)</sup>

[AP G 7.10]

The College has established qualitative and quantitative measures for evaluating the efforts of Title IV aid recipients to achieve an educational goal, degree or certificate. An assessment of these efforts will occur at the end of the fall, spring and summer sessions.

- a. A student pursuing an associate degree that requires 60 or more credit hours for completion, must be able to complete that degree within a maximum of 96 credit hours. A student pursuing a Certificate of Proficiency that requires 30 or more credit hours for completion, may attempt up to a maximum of 48 credit hours. At the end of each semester or summer session, the student must have earned a passing grade in at least two-thirds of all credit hours transcribed through that semester or summer session.
- b. A student receiving Title IV aid is required to meet the standards of satisfactory academic progress as defined in the Board policy "Satisfactory Academic Progress."
- c. A student who fails to meet the above criteria will be placed on financial warning for the next semester of enrollment. Title IV aid eligibility may be continued during the financial warning semester. However, a student who

- fails, withdraws, or receives *I*, *PR* or *U* grades for all courses in a given semester will not be eligible for Title IV aid the next semester.
- d. A student on financial warning must meet the criteria in items *a* and *b*. Failure to do so will result in ineligibility for Title IV aid in the next semester of enrollment.
  - e. A student who fails to meet the standards for Title IV aid eligibility may continue to enroll at his/her own expense. A student may become eligible again for Title IV aid when the criteria in items *a* and *b* have been satisfied.
  - f. A student may receive Title IV aid for a one-time repeat of a course in which a required grade was not attained. (Refer to Board policy "Repeated Courses.")
  - g. A student receiving Title IV aid must enroll in courses that fulfill his/her educational goals. These courses should follow published degree/certificate requirements as either general education requirements, program requirements, electives, or prerequisite developmental courses.
  - h. A student may appeal the denial of Title IV assistance by writing the manager of Student Aid documenting all extenuating circumstances. The appeal will proceed through normal administrative channels ending with the administrator responsible for Student Financial Aid.

**G.9.12 Satisfactory Academic Progress for Students Receiving Veterans' Benefits** <sup>(R 9/96)</sup>

[AP G 7.11]

- a. A veteran may be certified for not more than one semester as an unclassified student. During this semester, the veteran must change to a regular student status. Official transcripts from other institutions must be received and evaluated for the veteran to be certified for the second semester of enrollment.
- b. A student receiving veterans' benefits will not be certified by the College for continuation of benefits if his/her cumulative grade point average falls below the standards defined in the Board policy "Satisfactory Academic Progress."
- c. Any veteran receiving all grades of *F*, *U*, *PR*, or *I* will not be re-certified for benefits.
- d. Any grades issued, including *W*, *PR*, and *U*, that do not earn credit toward meeting graduation requirements or are not computed into the GPA will be reported to the Veterans' Administration. (An *I* grade will be reported to the Veterans' Administration if it is not changed to a letter grade by the end of the following semester.) The veteran will be responsible for any resulting overpayment.

**G.9.13 Transfer Credits from Post-secondary Institutions** (R 4/14)

[AP G 7.13, G 7.13.1 - G 7.13.5]

Transcripts from other accredited post-secondary institutions and military service will be evaluated. Credits in which passing grades have been earned will be accepted and counted in transfer as they fulfill St. Louis Community College's program and degree requirements. Transfer credits will be evaluated for degree and prerequisite requirements in the same manner as credits earned at St. Louis Community College.

A transfer student may invoke the College's transfer appeals process to challenge institutional decisions on the acceptance of credit(s) from regionally accredited Missouri public Colleges and Universities or those that have been advanced to candidacy status by the North Central Association.

**G.9.14 Grade Point Average Recalculation** (R 6/98)

[AP G 7.5]

Program Change - A student may petition the College for a change in program. The degree requirements for the new program will be those in the College *Catalog* in effect at the date of the program change. Courses taken at the College in which the grades earned are below *D* will not be accepted in the new program or included in the new cumulative grade point average. Other courses applicable to the new program and degree requirements will be accepted; however, all courses will remain on the student's transcript.

Prolonged Absence from the College - Following an absence from the College of 10 calendar years, a student may apply for a recalculation of grade point average with academic forgiveness. The recalculation will be made only once in a student's academic career at the College. All course work below *C* will be removed from calculation of the grade point average. Course work removed from grade point calculation will not be used to meet degree requirements; however, all courses will remain on the student's transcript.

**G.10 Credit by Examination and Credit for Non-collegiate Education or Experience** (R 4/14)

[AP G 8]

Students may receive credit for courses identified by St. Louis Community College by successfully completing required departmental examinations and paying the required fees. Comparable St. Louis Community College course credit may be granted for approved non-collegiate education or experience (often referred to as credit for prior learning) in accordance with administrative procedures.

**DIVISION G  
EDUCATIONAL PROGRAMS AND REQUIREMENTS**

**BOARD POLICY**

**G.11 Classification of Students in Credit Programs** <sup>(R 9/96)</sup>

Students will be classified as follows:

Freshman: A student who has satisfactorily completed fewer than 30 college-level credit hours.

Sophomore: A student who has satisfactorily completed 30 or more college-level credit hours.

Full-time: A student enrolled in 12 or more credit hours for the fall/spring semesters and six or more credit hours for the summer session.

Part-time: A student enrolled in one to 11 credit hours for the fall/spring semesters and fewer than six credit hours for the summer session.

NOTE: Title IV definitions may differ.

**G.12 Academic Awards for Credit Programs: Degrees, Certificates and Requirements** <sup>(R 6/16)</sup>

[AP G 9]

**G.12.1 Associate Degrees** <sup>(R 6/16)</sup>

[AP G 9.1]

Five associate degrees will be granted by the College--Associate in Arts, Associate in Applied Science, Associate in Fine Arts, Associate of Arts in Teaching, and Associate in Science. A student may earn more than one degree.

- a. The Associate in Arts degree represents a minimum of 60 credit hours in a program designated to transfer to four-year institutions.
- b. The Associate in Science degree represents a minimum of 60 credit hours specializing in a transfer program articulated between the College and one or more specific colleges and universities.
- c. The Associate in Fine Arts degree represents a minimum of 60 credit hours in a transfer program articulated between the College and specific Bachelors of Fine Arts degree programs.
- d. The Associate in Applied Science degree represents a minimum of 60 credit hours in a career program.
- e. The Associate of Arts in Teaching degree represents a minimum of 60 credit hours in a program designed to transfer to four-year institutions.

Upon the recommendation of the faculty, it is the responsibility of the chief campus academic affairs officer to approve candidates and to recommend to the chancellor those approved for associate degrees.

**G.12.2 General Degree Requirements** (R 3/18)

[AP G 9.2]

- a. Satisfactory completion of a minimum of 60 college credit hours in an approved program.
- b. Completion through enrollment at St. Louis Community College of at least 15 credit hours applicable to the associate degree. Exceptions require the approval of the campus chief academic officer, or his/her designee.
- c. In accordance with Missouri law, satisfactory completion of a single course on the U.S. or Missouri constitutions or American history or American institutions.
- d. For the Associate in Arts degree, satisfactory completion of general education requirements in compliance with the guidelines of the Coordinating Board for Higher Education.
- e. For the Associate in Applied Science degrees, satisfactory completion of a minimum of 15 credit hours of general education courses, distributed as follows:
  1. College Composition I or Career English, 3 credit hours required;
  2. U.S. and Missouri Constitutions, 3 credit hours required;
  3. Natural Science and Mathematics, 3 credit hours required;
  4. Credit hours selected from one or more of the following categories to equal twenty-five percent or more of the total credit hours for the program: Humanities, Communication, Natural Science, mathematics, and/or social science (for example, a program with 60 credit hours must have at least 15 total credit hours of general education).
- f. For the Associate of Fine Arts, satisfactory completion of a minimum of 15 credit hours of general education courses distributed as follows:
  1. College Composition I or Career English, 3 credit hours required;
  2. U.S. and Missouri Constitutions, 3 credit hours required;
  3. Natural Science and Mathematics, 6 credit hours required;
  4. Credit hours selected from one or more of the following categories to equal twenty-five percent or more of the total credit hours for the program: Humanities, Communication, Natural Science, Mathematics, and/or Social Science (for example, a program with 60 credit hours must have at least 15 total credit hours of general education).
- g. For the Associate of Science degrees, satisfactory completion of a minimum of 15 credit hours of general education courses distributed as follows:
  1. College Composition I or Career English, 3 credit hours required;
  2. U.S. and Missouri Constitutions, 3 credit hours required;

**DIVISION G**  
**EDUCATIONAL PROGRAMS AND REQUIREMENTS**

**BOARD POLICY**

3. Mathematics: Analytical Geometry and Calculus 1, 5 credit hours required;
  4. Science, 7 credit hours required;
  5. Credit hours selected from one or more of the following categories to equal twenty-five percent or more of the total credit hours for the program: Humanities, Communication, Natural Science, Mathematics, and/or Social Science (for example, a program with 60 credit hours must have at least 15 total credit hours of general education).
- h. For the Associate of Arts in Teaching degree, satisfactory completion of general education requirements in compliance with the guidelines of the Coordinating Board for Higher Education.
  - i. Notwithstanding Missouri law, the degree requirements for the Associate of Applied Science-Skilled Trades Industrial Occupations Technology Apprenticeship Program Agreement Degree will be governed by the requirements of the specific apprenticeship program as approved by the program's managing authority and additional educational requirements as reviewed by appropriate faculty and as outlined in an agreement between the college and the apprenticeship program authority.

**G.12.3 Restrictions on Unspecified Electives** <sup>(R 3/18)</sup>

Unspecified electives are defined as college-level courses that are not required, but can be included within a degree program.

A maximum of nine credit hours in special topics courses may apply as unspecified electives toward the associate degree. Special topics courses may not be applied as electives defined by discipline.

**G.12.4 Certificates/Awards** <sup>(R 11/18)</sup>

The Award of Completion is awarded for satisfactory completion of a single course, a seminar, conference, workshop, or similar non-credit instructional activity. Awards of Completion are presented to those who have satisfactorily met the attendance requirements for that activity. Awards of Completion will not appear on the official transcript.

The Certificate of Specialization is awarded for satisfactory completion of an approved program of credit courses leading to a particular competency or specialization that totals 10 to 18 credit hours.

The Certificate of Proficiency is awarded for satisfactory completion of an approved program that totals more than 18 credit hours but less than 64 credit hours.

For students seeking an associate's degree or certification of proficiency, 15 credit hours must be completed at STLCC. For students seeking a certificate of specialization, 9 credit hours must be completed at STLCC.

**G.12.5 Transcripts** <sup>(9/96)</sup>

[AP G 9.3]

Associate degrees, Certificates of Specialization, and Certificates of Proficiency will appear on the official transcript.

**G.12.6 Grade Requirements** <sup>(9/96)</sup>

A student must attain a minimum cumulative grade point average of 2.0 (C) to receive a degree or certificate. Grade points from other colleges will not be used in this computation.

**G.12.7 Graduation Requirements** <sup>(R 4/18)</sup>

[AP G 9.4]

The College will establish specific graduation requirements in accordance with the requirements of the State of Missouri and appropriate accrediting agencies.

**G.12.8 Degree and Certificate Time Limits** <sup>(9/96)</sup>

[AP G 9.5]

Students are expected to complete degree and certificate requirements within six years of the date the program of study was declared. Students failing to meet the original time limit must meet the degree and certificate requirements of any catalog in effect within six years of the semester and year of application for graduation.

Former students of the College returning to the institution may not continue the original program of study if the program was discontinued before their re-entry.

**G.13 Academic Appeals Procedure** <sup>(R 6/16)</sup>

[AP G 10]

A student may appeal an alleged violation of his/her academic rights identified in the *Fact Finder* (student handbook) in accordance with the following procedures.

**Step 1**

Within 10 working days of an alleged violation(s) of academic rights, the student must make a verbal or written request for an individual conference with the faculty member to clarify the alleged violation(s) and request a remedy. In the case of a final grade, the request for a conference must be made in writing within 10 working days of the first day

## **DIVISION G EDUCATIONAL PROGRAMS AND REQUIREMENTS**

## **BOARD POLICY**

of class of the following semester (fall or spring). Within 10 working days of receipt of the student's request, the faculty member must hold the conference with the student.

### Step 2

To pursue Step 2 if the matter is not resolved at Step 1, within 10 working days of the conference with the faculty member, the student must file a written notice of the academic appeal and request a conference with the appropriate department chair/program coordinator. The student will present to the department chair/program coordinator in writing the allegations, the student's position on the facts of the situation and the student's suggested remedy. The department chair/program coordinator will provide a copy to the faculty member within three working days, confer with the student within 10 working days of receipt of the request, investigate the situation, and respond in writing to the student and faculty member within 10 working days of the conference.

### Step 3

To pursue Step 3 if the matter is not resolved at Step 2, within 10 working days of the response from the department chair, the student or the faculty member must file a written appeal with the appropriate dean and provide copies of the original allegation and responses. Within five working days, the dean will investigate the situation and confer with the student and faculty member. The dean will respond in writing to the student and faculty member within 10 working days of the conference.

### Step 4

To pursue Step 4 if the matter is not resolved at Step 3, one of the two options below must be followed.

- a. In appeal cases not involving a final grade, within 10 working days of receipt of the written response from the dean, the student or faculty member must appeal in writing to the campus chief academic officer and provide copies of the original allegations and written responses. The campus chief academic officer will investigate the situation, confer with the student or faculty member within 10 working days, and respond in writing to the student and faculty member within 10 working days of the conference. The campus chief academic officers' decision will be final.
- b. When the appeal involves a final grade, within 10 working days of receipt of the written response from the dean, the student or the faculty member must file a written request, providing copies of the original allegations and written responses, with the campus chief academic officer for a hearing of the campus Academic Appeals Hearing Committee. Within 10 working days of receipt of the student's or faculty member's request, the campus chief academic officer will designate the Hearing Committee and provide the committee with the original allegations and

## **DIVISION G EDUCATIONAL PROGRAMS/REQUIREMENTS**

## **BOARD POLICY**

written responses. The committee will have 15 working days to conduct the hearing. The committee's decision will be final.

### Academic Appeals Committee

Each campus will create and maintain an Academic Appeals Committee from which the Hearing Committee will be designated.

### Composition of Hearing Committee

Membership from the campus will consist of four full-time faculty members plus a designated alternate reflecting division representation; two students plus designated alternates; and the campus chief academic affairs officer, who will be the non-voting chair. In the event of a tie, the campus chief academic officer will vote.

A list of 50 randomly selected faculty from the campus reflecting division representation will be identified annually by the College Information Technology department. The number of faculty on this list should be approximately one third of the total number of full-time faculty for the campus. The campus Phi Theta Kappa chapters and the campus Student Government Associations will each recommend annually one student and a designated alternate for service on the committee. The list of randomly selected faculty along with the names of the recommended students will be forwarded to each chief academic officer, who will appoint and notify the eight faculty members and four students of their selection. Members will serve staggered two-year terms. The campus chief academic officer will convene the committee and provide information related to the case. Four members of the committee, or their alternates will constitute a quorum. One member of the quorum must be a student.

### Committee Decision

The committee will render its decision after completion of the hearing. A decision requires at least three affirmative votes. The committee may accept or reject, in whole or in part, or may modify the findings and conclusions of the dean. Within three working days of the hearing, the committee will make a written report of its decision to the student, the faculty member, the department chair, and the campus chief academic officer. The decision of the committee will be final.

### Implementation

The campus chief academic officer will implement the decision of the committee within 10 working days of receipt of the decision.

Steps 1, 2, 3 and 4 will involve the identification of the right, or rights, allegedly violated, the specification of circumstances, and the presentation of evidence.

Steps 2, 3 and 4 may involve a joint meeting with the faculty member, the student and others.

Only under compelling circumstances may a student omit one or more steps. In such circumstances, the administrator at the next higher level will provide written notice to the faculty member and the appropriate subordinate administrator that the procedural exception has been authorized.

Time lines in this procedure may be extended by mutual written consent. If a prescribed response does not occur within the designated time period, the requesting party may proceed to the next step in the process.

**G.14 Confidentiality of Student Records** (R 9/96)

[AP G 11]

All offices and departments of the College that collect and maintain academic, financial, academic advising, personal counseling, disciplinary, placement, and other information about students will comply with the Family Educational Rights and Privacy Act of 1974 in regard to the release of student information.

**G.15 Financial Aid for Students in Credit Programs** (R 7/13)

[AP G 12]

The College provides a comprehensive program of local, state and federal sources for helping students finance their college education. These sources include grants, loans, work and scholarship programs. A district Financial Aid Committee will review financial aid policy regularly and recommend necessary changes.

Scholarships

A limited number of scholarships may be made available to students who show potential in academics, leadership, developmental education, boot camp, or last chance grants. Athletic scholarships will be awarded by the athletic department.

Grants

The College will seek participation in various federal and state grant programs.

Loans

Loans may be made to qualified students who have been admitted to the College. Loans, classified as either short-term or long-term, will be granted in accordance with the terms of the particular loan fund.

**DIVISION G  
EDUCATIONAL PROGRAMS/REQUIREMENTS**

**BOARD POLICY**

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Work-study Employment

Available funds may be used to provide employment to qualified students. These positions may be on or off campus and may be funded with federal, state or local funds.

Fund Management

The College's chief fiscal officer will be responsible for the disbursement of all student financial aid monies. All transactions relating to financial aid funds will be subject to an annual internal audit and audits by an external accounting firm retained by the College.

**G.16 Student Life**<sup>(R 9/96)</sup>

[AP G 13]

**G.16.1 Student Activities**<sup>(R 9/96)</sup>

[AP G 13.1]

A dynamic program of student activities is vital to the complete development of each student. Students are encouraged to participate in co-curricular and extra-curricular activities. Students will be free to organize and join organizations to promote their common interests.

Each student organization must have an advisor who is an employee of the College and has been approved by the administration. However, the organization is not subject to the control of the advisor, nor will it be denied freedom of association if the organization is temporarily unable to secure an advisor. Affiliation of a student organization with external organizations will not necessarily disqualify the College-based student organization from College privileges.

Membership in all College-related organizations will be open to any student who maintains the academic requirements and written objectives of the organization. Organizations using College funds or property will follow reasonable and uniform College rules and procedures, such as the use of a reliable accounting procedure and submission of a list of officers, members and advisors who agree to be responsible for the overall conduct of the organization.

Recognized student organizations may invite persons or present programs of their own choosing subject to reasonable College rules and procedures. Such an invitation does not necessarily imply that either the sponsoring group or the College approves of or endorses the views expressed by the speaker or the program.

The right to voluntary association and College recognition will not be abridged because the organization holds views at variance with the official views of the College. However, student publications that are or appear to be College-published, -sponsored,

or -financed are required to indicate that the opinions therein expressed are not necessarily those of the College or the student body.

No student organization will represent that its statements or actions reflect the views of the College, its administration, or the Board of Trustees. The College endorses editorial freedom in student publications, which carries with it the obligation to adhere to the canons of responsible journalism.

If a student organization sponsors a speaker with knowledge of his/her intention to violate the law or College regulations, and if such violation does occur, disciplinary action may be taken against the sponsoring student organization. Violation of law or College policies or procedures may result in the imposition of sanctions against the organization, the officers and offending members of the organization as individuals. No student organization, whether recognized or not, will engage in any hazing activity. Hazing is defined as any act that injures, frightens, endangers, or degrades an individual.

**G.16.2 Committee Service** <sup>( 9/96)</sup>

[AP G 13.2]

Students may be invited to serve as members on College committees.

**G.16.3 Intercollegiate Athletics** <sup>(R 9/96)</sup>

[AP G 13.3]

All athletic teams will conform to the guidelines and procedures set forth by the College regarding intercollegiate athletics as well as conform to the policies and procedures of the National Junior College Athletic Association (NJCAA).

**G.16.4 Travel and Off-site Activities** <sup>(R 9/96)</sup>

[AP G 13.4]

All College-sponsored travel and off-site activities must have the written approval of an appropriate administrator. All field trip participants must sign the approved College release form before the travel or activity.

**G.17 Student Rights and Responsibilities** <sup>(R 6/16)</sup>

[AP G 14, G 14.1 - G 14.2]

Upon enrolling in the College, each student assumes an obligation to conduct himself/herself in a manner compatible with the College's function as an educational institution and to obey the laws enacted by federal, state and local governments. If this obligation is neglected or ignored by the student, the College must, in the interest of fulfilling its function, institute appropriate disciplinary action.

**DIVISION G  
EDUCATIONAL PROGRAMS/REQUIREMENTS**

**BOARD POLICY**

Students who are parents have the responsibility to arrange suitable care for their children while they attend class. Students are not permitted to bring children to class nor should children be left unattended in halls, building offices or on campus. The College reserves the right to protect the safety and welfare of unattended children.

In addition to the above, misconduct that may subject a student to disciplinary action includes the following:

- a. Dishonesty such as cheating, plagiarism, or knowingly furnishing false information to the College.
- b. Forgery, alteration or misuse of College documents, records or identification.
- c. Hazing, which is defined as any act that injures, frightens, endangers or degrades an individual.
- d. Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other College-authorized activities.
- e. Sexual harassment of any person on College property or at College-authorized activities.
- f. Physical abuse of any person on College property or at College-authorized activities, or conduct that threatens or endangers the health or safety of such person.
- g. Theft or damage to College property or property of others on College premises or at College-authorized activities.
- h. Unauthorized entry to or use of College facilities.
- i. Violation of law or of College policies or procedures or campus rules or regulations (herein collectively called "Regulations").
- j. Use of, being under the influence of, possession of, or distribution of, alcohol or controlled substances on College property or at College-authorized activities except as permitted under the Board policy entitled "Food Service Facilities."
- k. Disorderly conduct, breach of the peace, aiding or inciting another to breach the peace, or infringement upon the rights or defamation of another either on College property or at College-authorized activities.
- l. Failure to comply with directions of a College official acting in the performance of his/her duties.
- m. Possession or use of a firearm, explosive, dangerous chemical or other weapon or anything that could be construed as a weapon on College property or at College-authorized activities except as required by law and permitted by Regulations. Law enforcement officers who are enrolled and are on campus to attend classes or study are to take no action to enforce any Regulations, except as required by law. Alleged violations must be reported to college police.
- n. Any of the foregoing, if proven to be knowingly committed in concert with other persons, may make each participant responsible for the acts of the entire group.

Students are protected against race and ethnicity discrimination by Title VI of the Civil Rights Act of 1964, against sex discrimination, including sexual harassment by Title IX of the Education Amendments of 1972 and against discrimination based on sexual orientation, religion, age and status as a disabled or Vietnam-era veteran by Board policy. Students who believe they have been subjected to discrimination should use the procedures described in Board of Trustees policy B9 and Administrative Procedures G15.

Students are protected against discrimination based upon reason of disability by the Americans with Disabilities Act (ADA) of 1990 and section 504 of the Rehabilitation Act of 1973. Students who believe they have been discriminated against based upon reason of disability should use the procedures described in Board of Trustees policy G8 and Administrative Procedure G6.

Students who believe they are being sexually harassed are encouraged to discuss the matter first with one of the sexual harassment advisors listed in the *Fact Finder*. Students should refer to Board of Trustees policy B12, the guidelines for implementation of the sexual harassment policy found in each campus library, and the *Fact Finder* for more information.

### **G.18 Student Appellate Process** (R 9/96)

[AP G 15]

A student's alleged violation of his/her rights and alleged violation of a student's responsibilities, as above specified, are subject to redress or disciplinary action in accordance with the student appellate process.

In all cases where the dispute involves a purely academic matter, the student appellate process will not be applicable. Academic matters will be handled through the academic appeals process.

#### **G.18.1 Violation of Student Rights** (R 9/96)

[AP G 15.1]

##### **Step 1**

A student who believes his/her rights, as specified above, have been violated by a College employee will first make an informal appeal to that employee's immediate supervisor.

##### **Step 2**

If an acceptable resolution is not reached, the student may continue informal appeals through organizational channels ending with a written decision from the appropriate dean or director.

Step 3

If an acceptable solution is not reached at Step 2, the student may, within 10 days after the date of the written decision, submit a written appeal to the chairperson of the Student Appellate Hearing Committee. The written appeal will state the circumstances pertaining to the case, the justification for appeal and the remedy sought. The committee may render a decision on the written petition, request further information and documentation, or conduct a hearing.

The committee will render its decision as soon as possible after completion of the hearing. Any affected party dissatisfied with the decision of the committee may make a written appeal to the campus president within 10 calendar days after the date of the committee's written decision. The campus president, or his/her designee, may, in whole or in part, affirm, reverse or modify the committee's decision. The president's decision will be rendered within 30 calendar days and will be final.

**G.18.2 Disciplinary Actions for Violation of Student Responsibilities** <sup>(R 6/16)</sup>

[AP G 15.2]

- a. Any person may request initiation of disciplinary proceedings against a student suspected of violation of any law, Board policy, administrative procedure, or Regulation. The campus chief student affairs officer will initiate a preliminary investigation. Upon receipt of the findings of the investigation, the campus chief student affairs officer will inform the student of the disposition of the matter which may include disciplinary action. Information regarding the final results of the disciplinary proceedings will be disclosed to the extent allowed under FERPA.
- b. The campus chief student affairs officer also will inform the student that he/she may appeal the decision within 10 calendar days after the date of the campus chief student affairs officer's written decision and notification. Such appeal must be made in writing to the campus chief student affairs officer and must state the reason for the appeal. If the student provides sufficient evidence to change the campus chief student affairs officer's decision, the campus chief student affairs officer may do so without the student having to appeal to the Student Appellate Hearing Committee.

Normally, the status of the student will not be changed during the appeal process. However, if, in the judgment of the campus chief student affairs officer or his/her designee, the student poses an immediate threat of disruption and/or serious injury or damage to any person or property, the student may, with the approval of the vice chancellor for student affairs, or his/her designee, be summarily suspended from the College. Any violation occurring during the appeal process also may result in a change of status of the student. In the case of summary suspension

where an appeal is pending, the campus chief student affairs officer will initiate a hearing by notifying the chairperson of the Hearing Committee and notifying the student according to item *e* below.

- c. A student may appeal the campus chief student affairs officer's decision to the Student Appellate Hearing Committee. Such appeal must be made in writing to the campus chief student affairs officer within 10 calendar days after the decision. The campus chief student affairs officer will refer the matter to the chairperson of the Hearing Committee.
- d. The Hearing Committee may decline to hear the appeal if the sanction by the campus chief student affairs officer is less severe than suspension or dismissal. If the committee declines to hear the appeal, the matter will be forwarded, without recommendation, to the vice chancellor for student affairs for his/her decision.
- e. If a hearing is to occur, the chairperson will notify the student of the following:
  1. Charges against him/her;
  2. Date, time, place and description of the violation;
  3. Name of the person or persons requesting disciplinary proceeding
  4. Name of any and all known witnesses in the case; and
  5. Date, time and place of the hearing.

The hearing must occur within 15 calendar days from the date of notification to the student.

Whether or not the student appears at the hearing, the Hearing Committee will hear the appeal and render a decision.

### **G.18.3 Student Appellate Hearing Committee** <sup>(R 6/16)</sup>

[AP G 15.3]

Each campus will establish and maintain a Student Appellate Hearing Committee. Membership on the committee will consist of three faculty members and two alternates, one administrative/professional employee, and two alternates, one classified employee and one alternate, and three students and two alternates.

A list of 50 randomly-selected individuals from each of the faculty, and classified constituencies for each campus and 20 randomly-selected individuals from the administrative/professional staff for each campus will be generated annually by the College Information Systems department. The campus Phi Theta Kappa chapters and the campus Student Government Associations will each recommend annually to the chief academic officer two students and a designated alternate for service on the committee. The lists of randomly selected individuals will be forwarded to each chief academic officer, who will notify the individuals of their selection in the order in which they appear on the list. The chief academic officer will also appoint and notify the recommended students of their selection. Vacancies, as they occur, will be filled in the

**DIVISION G**  
**EDUCATIONAL PROGRAMS/REQUIREMENTS**

**BOARD POLICY**

same manner. College employees agreeing to serve will be granted time from their duties to do so.

Student members will serve for no more than one calendar year. All other members will serve for two years. Half of the non-student members will retire from the committee each year. (For the first year, one half the non-student members will serve one-year terms.)

Training Program

The College will provide a training program for those persons who agree to serve on the Hearing Committee to familiarize them with College Regulations, procedural and substantive due process, and the role of the Hearing Committee. The College's general counsel will conduct a college-wide Hearing Committee training session before the end of September each year.

Prior Knowledge or Bias

Any member having personal knowledge of the matter to be heard or a bias or prejudice with respect thereto may disqualify himself/herself, or may be disqualified by a vote of three members of the committee. Upon any such disqualification, the previously- selected alternate will be requested to serve on that case for the disqualified member.

Additional Committees in Emergency

In case of an emergency, an additional committee(s) may be constituted in the same manner as the original committee.

Chairperson

The chairperson of the committee will be designated by the chief academic officer. The chairperson:

- Sends written notification to all participants in the proceedings as to the exact charges and the time, place and nature of the hearing;
- Arranges the hearing calendar and selects a location for each hearing;
- Chairs all hearings and deliberations of the committee;
- Announces the findings of the committee and communicates in writing the committee's findings; and
- Certifies and transmits the appropriate records for future appeals.

The committee may designate the chairperson to hear the case if the proposed sanction is less than suspension or dismissal. The chairperson will hear the case and prepare

**DIVISION G  
EDUCATIONAL PROGRAMS AND REQUIREMENTS**

**BOARD POLICY**

findings and make recommendations to the committee. The committee may accept, reject or modify the chairperson's findings and recommendations, or it may order that the case be heard by the full committee.

Conduct of Hearing

A quorum consisting of five members, one of whom must be a student, must be present before a hearing can be convened. Hearings normally will be closed and will be conducted according to the fundamental standards of procedural fairness and substantive justice and will not be unduly restricted by court procedures and formal evidentiary rules.

The charges and evidence will be presented by a person acting on behalf of the College, usually the dean who initiated the disciplinary proceedings. He/she may have the aid of an advisor or counsel. The accused party also has the right to an advisor or counsel at the hearing. All parties may submit witnesses. All witnesses will give testimony under oath. The College and the accused have the right to question or cross-examine witnesses at the hearing. Committee members may also address questions to all parties involved. The hearing will be transcribed by a court reporter, and a transcript of the proceedings will be available at the requestor's own cost.

At the conclusion of the hearing, summation of one or more aspects of the case by students, advisors or counsels will be permitted.

Committee Judgment

The committee will render a decision after the hearing. The committee may accept or reject, in whole or in part, or may modify the sanction issued by the campus chief academic officer. However, the committee may not increase the charges against the accused.

After the hearing, the committee will make a report to the vice chancellor for student affairs; the dean or director who initiated the disciplinary proceedings; the student appellant; and, to the alleged victim of any crime of violence, sex offenses, and/or sexual harassment consisting of the following:

- a statement of charges;
- a statement of the findings of facts; and
- the decision of the committee as to whether a violation has occurred, the appropriate sanction, and its reason for the decision.

The Hearing Committee may not hold a hearing against a student more than once for the same offense.

**DIVISION G  
EDUCATIONAL PROGRAMS/REQUIREMENTS**

**BOARD POLICY**

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Appeal

Within 10 calendar days after the date of the committee's written decision, the student may appeal in writing to the vice chancellor for student affairs. The vice chancellor for student affairs may affirm, reverse or modify the committee's decision, in whole or in part. The decision will be rendered within 15 calendar days. If the vice chancellor for student affairs' decision is dismissal, the student appellant may appeal in writing to the chancellor within 10 calendar days after the date of the president's written decision. The decision of the chancellor will be final.

Sanctions

A student found to have violated his/her responsibilities as described above will be subject to one or more of the following sanctions:

Censure - Reprimand for the violation of a specified Regulation(s), including the possibility of more severe disciplinary sanction in the event of additional violation of any Regulation within the period of time stated in the letter of reprimand.

Disciplinary Probation - Exclusion from participation in extra-curricular College activities and/or exclusion from various locations of the campus for a specific period of time.

Restitution - Reimbursement by the student for damage to or misappropriation of property, if offered by the College and accepted by the student.

Compensatory Service - Assignment to perform specific duties for the College for a specified period of time, if offered by the College and accepted by the student.

Suspension - Exclusion from physical presence on the campus or at College-authorized activities up to a maximum of one calendar year. The conditions for readmission will be stated in the order of suspension.

Dismissal - Termination of student status and right of physical presence on any College location or at College-authorized activities for a period of time exceeding one calendar year. The conditions for readmission, if any are permitted, will be stated in the order of dismissal.

A student sanctioned at one College location is under sanction at all other locations of St. Louis Community College.

**DIVISION G**  
**EDUCATIONAL PROGRAMS AND REQUIREMENTS**

**BOARD POLICY**

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Any student who is currently under sanction and who is found to have violated the terms of the sanction will be suspended or dismissed.

**G.19 Behavior Intervention Teams at St. Louis Community College**

[AP G.16,G.16.1-G.16.7] <sup>(6/16)</sup>

Each campus will establish and maintain a Behavior Intervention Team.

**G.20 Animal Care and Use** <sup>(9/99)</sup>

To increase sensitivity to animal rights within the College and to ensure the humane treatment of all vertebrate animals used in teaching and research at St. Louis Community College, the College will create and maintain an animal care and use committee. This committee will review all protocols prior to any new institutional program using animals, ensuring that legal standards and appropriate federal granting agencies' provisions are followed.

**H BUSINESS AND FINANCE****H.1 Fiscal Year** <sup>(R 5/97)</sup>

[AP H 1]

The fiscal year for the College will begin on July 1 of each year and will end on June 30 of the next succeeding calendar year.

**H.2 Fiscal Budget** <sup>(R 3/10)</sup>

[AP H 2]

The chancellor will each year prepare or cause to be prepared an estimate of the income and revenue available for expenses to be incurred in the forthcoming fiscal year and will at the same time prepare or cause to be prepared an estimated budget for the operation of the College in the forthcoming fiscal year. The estimated budget will be divided into those specific subdivisions deemed necessary for fiscal control.

The following guidelines shall inform the budget preparation process:

Maintenance fees and all student fees combined should equal approximately 33 percent of the total revenue budget.

The estimated budget should include salary and benefit categories that do not exceed 75 percent of the total general operating budget.

The estimated budget should include capital fund commitments that do not exceed 8 percent of the total general operating budget.

The estimated budget may include leasehold bond payments that do not exceed 5 percent of the total general operating budget.

The chancellor will file the report of estimated revenues and expenses, submit the estimated budget to the Board no later than June 1 of each year, and the Board will normally adopt a budget at the regular June Board meeting of each year.

The estimated budget will be deemed the operating budget for the forthcoming fiscal year when approved by a majority of all of the members of the Board of Trustees.

Upon such approval all sums and budgeted personnel lines set forth in the budget will be deemed appropriated for the purposes therein set out. No expenditure will be made which is not authorized by the budget.

If the Board fails to adopt a budget by the end of the fiscal year, it will thereafter appropriate on a monthly basis such funds as will be necessary to operate the College until a budget is adopted.

The budget may be amended after adoption only by a majority vote of all members of the Board.

### **H.2.1 Fiscal Stability** <sup>(3/10)</sup>

[H AP.H.3]

The College shall maintain an unrestricted undesignated general operating fund balance of 8 to 12 percent of the total general operating budget as approved by the Board at the annual June meeting. This targeted fund balance may be adjusted by the Board as necessary to address unforeseen financial constraints or allocation plans.

### **H.2.2 Financial Exigency** <sup>(4/10)</sup>

It is the responsibility of the chancellor and the College Board of Trustees to determine the necessity for a college-wide financial retrenchment arising from significant reduction in state funding, a significant decline in property tax revenues, and/or a significant downturn in enrollment. This determination of financial exigency and the appropriate response shall be developed through a collaborative process, with staff, faculty and administration represented, that considers appropriate reductions in expenses, changes to the budget, changes in the college's organization, retraining or cross-training of personnel, personnel transfer, reassignment or layoff.

### **H.3 Payment of Expenses** <sup>(R 4/03)</sup>

All expenses of the College will be paid using an authorized requisition process, properly approved payment documents, or an approved procurement card process. All requisitions and payment documents will be authorized by the approvers identified by management at each College location. The requisitions and payment documents will show the budget account against which the charge is being made.

### **H.4 Purchases of Less Than \$5,000** <sup>(R 6/02)</sup>

[AP H 4]

Purchases of a single item or multiple items of equipment, supplies, sundries, maintenance and periodic service agreements, and non-realty leases with an aggregate dollar value of less than \$5,000 per transaction per department may be made by a cost center manager without competitive bidding.

**H.5 Purchases in Excess of \$5,000 but Less Than \$25,000** (R 6/02)

[AP H 5]

Purchases of a single item or multiple items of equipment, supplies, sundries, maintenance and periodic service agreements, and non-realty leases, as well as the award of blanket contract agreements, with an aggregate dollar value in excess of \$5,000 but less than \$25,000 per transaction per department may be made by the Colleges purchasing agent after securing at least three informal bids.

**H.5.1 Restrictions for Purchases Exceeding \$5,000/Academic Selections** (R 6/02)

[AP H 5]

When a purchasing transaction exceeds \$5,000 and involves materials which will primarily be used in classroom instruction, academic program personnel may request that a product be specified on a “no substitute basis to the exclusion of functionally equivalent items when any of the following circumstances exist:

- College-wide standards are developed for item(s) which will be used by all related programs, for a specified period of time, when provisions are made for periodic review and update of said standards.
- A particular program is so unique as to make the development of college-wide standards unworkable, but it can nevertheless be demonstrated that certain students would derive additional benefit from the purchase of that specific item.
- A particular program requires that students receive training in the use of certain items as a precondition of professional licensing or certification.
- A particular item has such a pervasive market penetration in the area as to present an employment or academic admissions advantage to students who have direct experience in use of that item.

In all instances cited above, Board approval will be obtained for each exemption before the initiation of the acquisition process.

**H.6 Purchases in Excess of \$25,000 but Less Than \$75,000** (R 6/02)

Purchases of a single item or multiple items of equipment, supplies, sundries, maintenance and periodic service agreements, and non-realty leases, as well as the award of blanket contract agreements, with an aggregate dollar value in excess of \$25,000 but less than \$75,000 per transaction per department will be informally bid by the College's purchasing agent and thereafter presented to the Board of Trustees for its approval before execution of any contract or *Purchase Order*. The informal bid process utilized by the College's purchasing agent will include public notice actions.

**H.7 Purchases in Excess of \$75,000 /Formal Bids** (R 6/02)

Purchases of a single item or multiple items of equipment, supplies, sundries, maintenance and periodic service agreements and non-realty leases, as well as the award of blanket contract agreements with an aggregate dollar value in excess of

\$75,000/formal bids per transaction per department will be formally bid by the College's purchasing agent.

A formal bid requires that:

- advertisements will be placed in at least two newspapers, not less than one of which is of general circulation, on at least two separate occasions during two separate weeks;
- the bid will be issued in writing;
- the bid will be opened and read in public at a pre-announced date, place and time.

The results of the bid process will be presented to the Board for its approval before execution of any contract or *Purchase Order*.

### **H.8 Purchases in Excess of \$5,000 Involving Restricted Bid Lists** <sup>(6/02)</sup>

[AP H 5.1]

When a purchasing transaction exceeds \$5,000 and it can be demonstrated to be in the best interest of the College to restrict qualified bidders from participating in the process, the College's purchasing agent or a College officer will have a complete explanation of the need for this restriction prepared and placed on file with the records of the transaction. Examples of restricted purchases include, but are not limited to, the following:

- interface requirements with existing products;
- requirements of an external funding agency;
- requirements of a certifying agency;
- licensed or copyrighted materials such as books, periodicals, newspapers, trade journals and computer software products.

In some instances, the restriction may cause the elimination of all but one qualified bidder. If it can be documented that the goods and/or services required are available from a single source only, then the solicitation of either informal or formal bids may be waived. However, Board approval is still required before execution of any contract or *Purchase Order* if the aggregate award amount is \$25,000 or greater.

### **H.9 Emergency and Time-Sensitive Purchases** <sup>(R 6/02)</sup>

The Board acknowledges that certain situations may arise when processing a request for purchase through normal channels may prove detrimental to the interests of the College. In such instances, College officers may take corrective action as required by the situation. Examples include, but are not limited to, the following:

- emergency replacement or repairs to College equipment and supplies due to systems failure, acts of nature or vandalism;
- removal of hazardous materials or situations.

- critical, mission-sensitive, and/or time-sensitive acquisitions that support technology and/or instruction.

When the total amount expended exceeds the Board approval requirement level of \$25,000, College officers will submit a complete summary of expenditures and an explanation of the procurement to the Board of Trustees for its ratification at the next regularly scheduled Board meeting.

### **H.10 Purchase and/or Lease of Instructional Materials** <sup>(R 6/16)</sup>

Bookstore administration, Instructional Resources administration, Workforce Solutions Group and Continuing Education are authorized to purchase and/or lease instructional materials for use in educational programs. Competitive bidding and Board approval requirements will be waived when these materials are stipulated by:

- College faculty with appropriate administrative approval.
- College faculty and library employees (for inclusion in the library collections to support the Instructional Resources program).
- Coordinators, instructors or facilitators of Workforce Solutions Group or Continuing Education programs (for use in those programs).

Materials not stipulated by any of the above and purchases which utilize the service of book jobbers and subscription agencies must be purchased in compliance with College policy governing all other purchases.

### **H.11 Cooperative Contracts for Purchases** <sup>(R 1/05)</sup>

Any cooperative contracts established by: (1) the state of Missouri, (2) other public agency governed by the laws of the state of Missouri, or (3) any higher education compact or consortium governed by the laws of the state of Missouri may be used by the College in lieu of competitive bidding for the purchase of equipment, supplies, sundries, non-realty leases, maintenance and periodic service agreements. Acquisitions of \$25,000 or more require prior Board approval.

### **H.12 Failure to Obtain Three Competitive Bids** <sup>(R 6/02)</sup>

In the event that fewer than three responses to a bid are received and the interests of the College will be served by proceeding with an award, the College's purchasing agent or a College officer may proceed with an award to the lowest qualified responding bidder, provided:

- a. the number of bidders contacted constitutes a fair representation of the potential market; and
- b. non-responsive bidders are contacted to certify they received the original bid request; and
- c. a complete explanation of why a re-bid is not recommended is placed on file; and
- d. the lowest qualified bid is less than \$25,000.

In the event the lowest qualified bid exceeds \$25,000 and a re-bid is not recommended, items *a* through *c* should be included in any recommendation presented to the Board.

**H.13 Notification to Formal Bidders** (R 6/16)

[AP H 6]

All responding bidders on bids addressed in H7 requiring Board approval will be notified in writing of the College's recommendation. In addition, the College's administration will advise these bidders of the procedures to be followed in the event they wish to challenge the College's recommendation for award for any reason.

**H.14 Change Orders** (R 6/16)

[AP H 7]

Any changes to the vendor recommended for award or to the material conditions of the award or to the award amount on *Purchase Orders* or blanket contract agreements previously approved by the Board will be resubmitted for Board approval before any formal *Change Order* notice is issued. In the event that such changes involve less than a 10 percent increase, up to a maximum of \$50,000, in the total award amount, the vice chancellor for finance and administration is authorized to execute approval as he/she deems appropriate.

Changes to orders and contracts which have been bid but have not previously been approved by the Board may be executed by the purchasing agent, provided the changes do not increase the total award in excess of \$25,000.

Changes to orders which have not previously been bid may be requested by the ordering department, provided the change does not increase the total award in excess of \$5,000.

**H.15 Ratifications With and Without Prior Board Approval** (R 5/97)

When a College officer determines that the College's interests would be compromised if normal bid and Board approval procedures were to be followed, the Board must be informed of that determination and provided a rationale. The College's purchasing agent or a College officer may then conduct a bid, proceed with an award and bring said award to the Board for its ratification. However, whenever possible, prior notice and permission to bid, award and bring for ratification should be obtained from the Board in advance of the execution of contracts and/or *Purchase Orders*.

**H.16 Payments for Services Rendered** (R 6/02)

[AP.H9]

Cost Center managers may engage professional service providers, service provider fees and all related costs of \$1,000 or more per engagement and/or that have a cumulative cost of \$1,000 or more per fiscal year require the approval of a college officer before the

execution of a contract or purchase order agreement and before the commencement of said services. Any activity which exceeds \$5,000 per engagement must have Board approval before the execution of any contract or Purchase Order agreement and commencement of said services. Any activity which causes the total annual cost of services with a single service provider to exceed \$10,000 per annum must have Board approval before the execution of any contract or *Purchase Order* agreement and commencement of said services. Given the wide range of skills, talents and knowledge of current College employees, staff will be utilized when practical before seeking external consultant services.

A summary of all payments for services rendered will be submitted to the Board of Trustees for ratification on a semi-annual basis.

### **H.17 Insurance Consultants** (R 6/02)

Insurance consultants will not be involved in the selling of insurance policies to the College. Bids will not be solicited from firms ineligible by reason of such involvement.

#### **H.17.1 Insurance Broker** (R 6/16)

The College will use an insurance broker for the placement of certain insurance coverage. The broker will have the authority to represent the college in soliciting quotes for the renewals of the College insurance policies. The broker will present these quotes to the appropriate college administrator for review and the appropriate College approvals.

The insurance broker will be selected and approved in accordance with Board Policy.

### **H.18 License and Distribution Contracts** (R 6/02)

In those instances when a vendor refuses to allow the College's *Purchase Order* or contract document to solely govern a transaction(s) and requires that the College additionally sign a contract or license agreement as a condition of supplying a product or service, the College's purchasing agent or authorized employee may, on behalf of the College, sign a contract or agreement provided:

- the terms and conditions of the vendor's contract do not surrender the sovereign rights of the College as a political subdivision of the state of Missouri; and
- the terms and conditions of the vendor's contract are reasonable, appropriate to the circumstances, and support the College's mission.

### **H.19 Continuing Education Programs** (R 6/16)

The administration is authorized to contract with entities in order to conduct Continuing Education programs at off-site locations. The administration is also authorized to contract for services necessary to conduct those off-site Continuing Education programs,

including, but not limited to, transportation, meals, facility rental, equipment fees and instructional fees.

- All Continuing Education program contracts and related expenditures will be reviewed and approved in advance by a College officer or appropriate administrator.
- A summary of all Continuing Education program contracts and expenditures will be submitted to the Board of Trustees for ratification on a semester-by-semester basis.

If the aggregate cost of any said contract obligates the College to expend more than \$10,000 in any one semester, a contract must be approved by the Board before execution of said contract.

## **H.20 Fees and Fines** <sup>(R 7/18)</sup>

### **H.20.1 Maintenance Fees** <sup>(R 7/18)</sup>

Students must have no outstanding debt with St. Louis Community College in order to register for credit or continuing education classes or programs or engage any new services from St. Louis Community College. Debt for maintenance fees incurred through returned checks, failed payment plans, or failed financial aid may cause the student to be dropped from class and refunded in accordance with the college's published guidelines. Exceptions may be granted in writing by the Chancellor or the Vice Chancellor of Finance and Administration.

1. The maintenance fees for resident\* students of the St. Louis Community College District have been established by the Board at \$93 per credit hour in fall 2018.  
\*Resident students will be defined as set forth in Board Policy G.7.3, Residency Requirements.
2. Missouri Residents who are non-residents of the St. Louis Community College District - The maintenance fee has been established by the Board at \$140 per credit hour in fall 2018.
3. Out-Of-State Students - The maintenance fee has been established by the Board at \$198 per credit hour in fall 2018.
4. International Students - The maintenance fee has been established by the Board at \$208 per credit hour in fall 2018.
5. Senior Citizen Fee Reduction - Senior citizens who are residents of the St. Louis Community College District (those 60 years and older) may enroll in most credit

and non-credit courses of the College at a 50 percent reduction in maintenance student activity, and technology fees. Senior citizen registration may be subject to the following conditions:

- proof of age if requested;
  - a maximum limit of the number of senior citizen reduced fee enrollments in any given class;
  - exclusion of reduced fees for tours and travel courses.
6. Senior Citizen Scholarship - Missouri residents who are at least 65 years of age, on or before the first day of the semester of registration, will be awarded a scholarship to be exempt from maintenance fees when enrolling in courses on a space-available basis with the following conditions:
- proof of age required;
  - satisfy all other College entrance requirements and prerequisites;
  - scholarship may be utilized only on a space-available basis following enrollment of paying students;
  - courses taken utilizing this scholarship benefit will be on a non-credit basis (for audit);
  - Senior Processing Fee - Credit Courses - Registration fee will be \$15 assessed to the scholarship recipient per semester and is non-refundable;
  - Senior Processing Fee - Non-credit Courses - Registration fee will be \$5 per course to a maximum of \$25 per semester and is non-refundable;
  - student is responsible for other fees, such as materials, etc.
7. Delivery Out-Of-District - A variable fee has been established by the Board of Trustees based on unusual costs for delivering instruction out-of-district. This fee is calculated from projected costs and enrollment and is added to the applicable maintenance fee and other fees.
8. Dual Credit Maintenance and Service Fee Reduction Policy Statement:
- Dual credit maintenance and service fee reduction – students who are enrolled in public and private high schools in the St. Louis Community College district may enroll in dual credit courses offered by the College, and pay a credit hour maintenance fee to be determined and negotiated through dual credit course agreements with participating school districts. Dual credit registration will be subject to the following conditions:
  - Students must be enrolled freshmen, sophomores, juniors or seniors at the high school.

- Juniors and Seniors must have obtained a minimum, overall grade point average of 2.5 (on a 4.0 scale) and meet the same admissions requirements to individual courses as the College’s on-campus students; Sophomores must have a 3.0 (on a 4.0 scale); Freshmen must have a 3.0 (on a 4.0 scale) and a 90<sup>th</sup> percentile scaled score on the ACT Entrance Exam.
  - Students must obtain prior written approval from their high school principal or his/her designee to participate. Furthermore, students must obtain prior written approval from their parents or guardians to participate.
  - Students must submit a high school transcript, the principal’s or his/her designee’s written approval and parental approval to the School and Community Partnerships office at the College.
  - Students must complete all College mandated procedures each semester in which they wish to participate in the dual credit program.
9. Dual Enrollment Maintenance Fee Reduction – Students qualifying for dual enrollment status may enroll in credit courses offered by the college at a 50 percent reduction in maintenance fees for which they are otherwise eligible.

**H.20.2 College Activity Fee** <sup>(R 2/17)</sup>

Each student will be assessed a fee of \$6.50 per credit hour or equivalent credit hour. The \$6.50 per credit hour will be allocated:

- \$1 to auxiliary enterprises fund for the retirement of revenue bonds and maintenance of student centers.
- \$2.50 for the support of public safety, pedestrian and traffic access, emergency loans and for public transportation passes for students in credit bearing classes.
- \$3 for college activities – the first \$200,000 collected for college activities will be designated as general revenue to support student athletics.

**H.20.3 St. Louis and St. Louis County Organizations Student Fees** <sup>(R 5/97)</sup>

The College may apply in-district maintenance and student activity fees to institutions, businesses, industries or service organizations when all the following apply:

- the institution or organization has a contract with the College;

- the institution or organization commits, in writing, to pay St. Louis Community College fees for the student, with the student paying any balance in advance;
- the operating unit of the institution or organization is located within the district, or the institution or organization significantly contributes to the College through tax revenues or through other means which the College will determine on a case-by-case basis.

**H.20.4 Credit by Examination Fee** <sup>(R 5/97)</sup>

[AP G 8]

A non-refundable fee will be charged for each application for credit by examination for each course. The fee will be the resident maintenance plus the College activity fee for one semester hour assessed during the time period of the application.

**H.20.5 Transcript Fee** <sup>(R 6/16)</sup>

A fee of \$5 will be charged for each official copy of a College transcript. Transcripts sent via overnight mail incur a delivery charge.

**H.20.6 Returned Check Fee** <sup>(R 12/10)</sup>

[AP C 11]

If a bank returns a check as uncollectible, the writer of the check will make good the check and pay a \$25 fee.

**H.20.7 Student I.D. Card Fees** <sup>(6/16)</sup>

All credit students are required to obtain *Smart Card* photo identification and refund disbursement card. There is no issuance cost for the card. Replacement cards are \$20.

Continuing Education students who need a College identification card to access College services may obtain a conventional photo identification card that is valid for the academic term. Replacement card fees are assessed and collected by the *Smart Card* vendor.

**H.20.8 Technology Fee** <sup>(3/18)</sup>

Each student will be assessed a fee of \$11 per credit hour for the support of technology effective Fall 2018. This fee shall support hardware, software, staff and maintenance costs.

**H.20.9 Other Fees** <sup>(R 6/16)</sup>

Fees will be assessed for courses, credit and non-credit customized corporate offerings, programs and services offered through Continuing Education and Workforce Solutions Group.

Fees may be assessed for credit courses for exceptional expenses including but not limited to field trips, required professional testing or assessments and certifications.

Fees shall be assessed for clients of instructional laboratories such as dental clinic, automotive technology laboratory and child development center.

Consideration will be given to direct and indirect expenses and market value in determining the fees.

#### **H.20.10 Vehicle Registration** <sup>(R 1/12)</sup>

[AP H 11]

Vehicle parking tags are available through the College. Employees pay no fee for parking with the exception of the downtown parking garage reserved spaces.

The College is authorized to issue appropriate parking and traffic regulations. Violators of these regulations may receive disciplinary action, including fines and removal of vehicles.

#### **H.20.11 Vehicular Fines** <sup>(R 6/16)</sup>

Fines will be imposed as in accordance with administrative procedure H.22.

#### **H.20.12 Dental Clinic Fees** <sup>(R 2/08)</sup>

All full-time students are eligible to receive a 50 percent reduction of dental fees in the College Dental Clinic.

#### **H.20.13 Pass-Through Fee** <sup>(12/13)</sup>

All teacher education students enrolled in EDU:210 will be assessed a \$22 fee for administration of the Missouri Educator Profile test, a required statewide assessment.

### **H.21 Library Instructional Materials Charges** <sup>(R 4/01)</sup>

[AP H 21]

Any library borrower or borrowing library will be charged for any lost or damaged library books and instructional materials. For interlibrary loans, out-of-state libraries may be charged.

### **H.22 Refunds** <sup>(R 2/15)</sup>

Percentages to be refunded apply to total fees.

#### **H.22.1 Refund of Fees (Courses of a Minimum of 15 Weeks Duration)** <sup>(R 2/15)</sup>

**DIVISION H – BUSINESS AND FINANCE****BOARD POLICY**

<u>Time of Official Withdrawal</u>	<u>Percentage Refund</u>
During the first week of class designated as the official drop/add period.	100%
Before the end of the second week of classes.	80%
Before the end of the third week of classes.	50%
After the third week of classes.	None

Fees will be refunded based on the following schedule:

<u>Length of Course</u>	<u>80% refund through the end of the</u>	<u>50% refund through the end of the</u>
15 wk session	1st wk of session	3rd wk of session
14 wk session	1st wk of session	3rd wk of session
13 wk session	1st wk of session	3rd wk of session
12 wk session	1st wk of session	3rd wk of session
11 wk session	1st wk of session	2nd wk of session
10 wk session	1st wk of session	2nd wk of session
9 wk session	1st wk of session	2nd wk of session
8 wk session	4th day of session	2nd wk of session
7 wk session	3rd day of session	1st wk of session
6 wk session	3rd day of session	1st wk of session
5 wk session	2nd day of session	1st wk of session
4 wk session	2nd day of session	1st wk of session
3 wk session	1st day of session	3rd day of session
2 wk session	1st day of session	2nd day of session
1 wk session	1st day of session	None

**H.22.2 Refund of Fees (Independent Study Courses)** <sup>(R 5/96)</sup>

Apply the preceding schedule within the contract period.

**H.22.3 Refund of Fees (Continuing Education Non-credit Courses)** <sup>(R 9/17)</sup>

<u>Time of Official Withdrawal</u>	<u>Percentage Refund</u>
Three Business days before the First class meeting. Must be submitted in writing.	100%

Two business days before the first class meeting or after the class has begun. None

Some special programs and classes may require a longer deadline for withdrawal. The deadline will be clearly printed in the course description.

Continuing Education Refund for Exceptional Circumstances

A student may receive either a full or partial refund for exceptional circumstances. Requests for refunds must be submitted in writing within 10 business days of class start date. Supporting documentation may be required. The request for refunds under exceptional circumstances will be reviewed and, where merited, approved by the Associate Vice Chancellor of Workforce Solutions.

**H.22.4 Refund for Exceptional Circumstances** (R 6/16)

A student will receive a refund prorated according to the number of full weeks remaining in the semester when acceptable evidence of the necessity to withdraw because of exceptional circumstances is presented. The campus chief academic officer or his/her designee, may authorize up to a full refund under exceptional circumstances.

**H.22.5 Refund Policy Requirement, Title IV** (R 1/01)

HEA Title IV recipients who withdraw during an enrollment period for which they have been charged will be identified and refunds will be processed to comply with federal regulations.

**H.23 Tax Rate** (R 12/10)

[AP H 10]

The Board will set the tax rate of the College in an amount deemed necessary within state statutes to satisfy the budgetary needs of the College. The tax rate will be set by the Board before October 1 of each year.

**H.24 Investment of Funds** (R 12/01)

[AP H 12]

Scope

This policy applies to the investment of all operating funds of St. Louis Community College. Longer-term funds, including investments of employees' retirement funds and proceeds from certain bond issues, are covered by a separate policy.

1. Pooling of Funds

Except for cash in certain restricted and special funds, St. Louis Community College will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

## 2. External Management of Funds

Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

### **I. Suitable and Authorized Investments**

#### 1. Investment types

In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that St. Louis Community College will consider and which shall be authorized for the investments of funds by St. Louis Community College.

- a. United States Treasury Securities. St. Louis Community College may invest in obligations of the United States Government for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- b. United States Agency Securities. St. Louis Community College may invest in obligations issued or guaranteed by any agency of the United States Government.
- c. Repurchase Agreements. St. Louis Community College may invest in contractual agreements between St. Louis Community College and commercial banks or primary government securities dealers. The purchaser in a repurchase agreement (repo) enters into a contractual agreement to purchase U.S. Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices.
- d. Collateralized Public Deposits (Certificates of Deposit). Instruments issued by financial institutions which state that specified sums have been deposited for specified periods of time and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as dictated by state statute.
- e. Bankers' acceptances. Time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances. St. Louis Community College may invest in

bankers' acceptances issued by domestic commercial banks possessing the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation.

- f. Commercial paper. St. Louis Community College may invest in Commercial paper issued by domestic corporations, which has received the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation. Eligible paper is further limited to issuing corporations that have total commercial paper program size in excess of five hundred million dollars (\$500,000,000).

### **H.25 College Liability Insurance** <sup>(R 5/97)</sup>

The College will maintain coverage against liability of the College and its employees as allowed by law. Such coverage may be maintained through insurance or participation in the state public entity risk management fund.

To the extent of the covered risks and coverage limits, the College will defend and indemnify employees against liability for acts and omissions within the course and scope of their duties. The College will not defend or indemnify employees against their criminal or intentional wrongful acts or any liability for any acts or omissions that occur outside the course and scope of their duties.

The College reserves the right, in circumstances which the Board of Trustees deems appropriate, and following a majority vote of the whole thereof, to determine whether to defend and/or indemnify an employee in a proceeding brought against the employee alleging a loss not within the covered risks, resulting from an employee's act or omission that occurs within the course and scope of the employee's duties.

### **H.26 Product Endorsement** <sup>(6/98)</sup>

Any entity other than the College may not use the College's name, logo or trademark in any printed material or other media for endorsement of its products or company. Exceptions must be authorized by the chancellor, or his/her designee.

### **H.27 Debt Collection through Offset of Taxpayer Refund** <sup>(11/99)</sup>

[AP H 19]

The college will participate through the Missouri Department of Revenue Debt Offset program to receive money that has been withheld from taxpayers who owe debts over \$25 to the College. The Controller's office will be responsible for administering collection procedures.

#### **H.27.1 Hearing** <sup>(6/16)</sup>

[AP H 19.1]

Debtors with a dispute regarding unpaid balances may request a hearing. Please reference Administrative Procedure H.20.1 for hearing procedures.

**DIVISION I  
FACILITIES, CONSTRUCTION AND SERVICES**

**BOARD POLICY**

**I FACILITIES, CONSTRUCTION AND SERVICES**

**I.1 Expenditures Under \$5,000** <sup>(R 3/10)</sup>

[AP I 1]

Expenditures for facilities-related services and/or materials under \$5,000 may be made by the manager of Engineering and Design, or his/her designee, without advertising or bidding.

**I.2 Contracts in Excess of \$5,000 but Less Than \$15,000** <sup>(R 3/10)</sup>

[AP I 1]

Facilities projects involving the expenditure of more than \$5,000 but less than \$15,000 for external services to be performed and/or materials or equipment to be furnished or installed may be made directly by the manager of Engineering and Design, or his/her designee, without public letting and without advertisement after three informal bids have been requested. The Board of Trustees hereby authorizes the manager of Engineering and Design, or his/her designee, to act in accordance with this and the previous section.

**I.3 Contracts in Excess of \$15,000** <sup>(R 3/10)</sup>

[AP I 1]

**I.3.1 Public Bidding/Final Acceptance** <sup>(R 3/10)</sup>

[AP I 1]

All contracts for facilities construction exceeding the amount of \$15,000 will be awarded by the Board of Trustees after public lettings. The Board will always reserve the right to reject any or all bids. The bid which the chancellor, or his/her designee, in the exercise of his/her discretion, considers best under the circumstances may be recommended to the Board.

**I.3.2 Advertisements** <sup>(R 6/02)</sup>

[AP I 1]

The necessary specifications and drawings will be prepared for all such work, and bids will be solicited by advertisement. Advertisements will be run in a newspaper of general circulation in the city and county of St. Louis for at least two successive weeks, with such period of time between the publication of the final advertisement and the opening of bids as specified.

**I.3.3 Contract Forms** <sup>(R 3/10)</sup>

[AP I 1]

All facilities contracts will be prepared and executed in accordance with the forms adopted by the Board of Trustees. The Board hereby authorizes and directs the chancellor of the College, or his/her designee, to execute facilities contracts and other documents following appropriate Board action where required. Facilities contracts will

include provisions to comply with College insurance requirements and all applicable laws.

**I.3.4 Approval** <sup>(R 3/10)</sup>

[AP I 1]

Every contract made for the construction or improvement of any building will be written stating the consideration upon which it is made. Contracts in excess of \$15,000 will be approved by a majority of the whole Board. Contracts under \$15,000 and within the Board-approved budget may be approved and executed by the chancellor, or his/her designee.

**I.3.5 Bid Deposit for Contracts Over \$15,000** <sup>(R 3/10)</sup>

[AP I 1]

No bid for a contract exceeding \$15,000 will be considered unless accompanied by a certified check, or a bid bond prepared on a form acceptable to the College. Such check or bid bond will be in such amount as may be required in the bid specifications submitted, based upon the cost of the work as estimated in such specifications, and in no event shall be less than 5 percent of the amount of the bid.

**I.3.6 Bids, Final** <sup>(R 3/10)</sup>

[AP I 1]

All bids will be deemed final, conclusive and unalterable, and no bid will be subject to correction or amendment for any error or miscalculation. No bid may be withdrawn before the close of the next regular meeting of the Board of Trustees after the opening of bids; and violation of this provision, or a failure or refusal upon the part of such bidder to comply with the award made to it, will forfeit to the College the bidder's deposit and render it liable to the College for all damages caused by reason of such breach of obligation, unless waived by the Board of Trustees.

**I.3.7 Bids, How Deposited and Opened** <sup>(R 5/97)</sup>

[AP I 1]

All bids will be sealed and deposited by the bidders, in the designated locked box located in the Engineering and Design office of the College Center of St. Louis Community College. The box containing such bids will be opened at the appointed hour and the bids read aloud. No bid(s) may be submitted after the appointed deadline. A list of bidders and the amounts of their several bids will be made. The bids will then be tabulated and submitted to the Board at its next regularly scheduled meeting for action thereon.

**DIVISION I  
FACILITIES, CONSTRUCTION AND SERVICES**

**BOARD POLICY**

**I.3.8 Performance Payment Bonds** <sup>(R 3/10)</sup>

[AP I 1]

Contracts exceeding \$25,000 will be accompanied by a performance and payment bond conditioned on the faithful performance of such contract, executed by the bidder and by a solvent surety company approved by the College. The amount of such bond will be at least equal to 100 percent of the contract price as security for the faithful performance of the project.

**I.4 Maintenance and/or Repair (M&R) Projects** <sup>(3/10)</sup>

[AP I 1]

**I.4.1 Expenditures for M&R Projects Under \$15,000** <sup>(3/10)</sup>

[AP I 1]

Policies for M&R projects under \$15,000 will be the same as the policies stated in sections I.1 and I.2 above.

**I.4.2 Expenditures for M&R Projects Over \$15,000 but Less Than \$25,000**

<sup>(3/10)</sup>

[AP I 1]

M&R projects in this category and within the Board-approved budget may be authorized by the chancellor, or his/her designee, after informal bidding without public advertisement or public letting. Three informal bids will be requested before contract award. M&R projects will comply with College insurance requirements. Extra work for M&R projects will be governed by change order under section I.6 below.

**I.4.3 Expenditures for M&R Projects Over \$15,000** <sup>(3/10)</sup>

[AP I 1]

Every contract made for M&R projects shall be written stating the consideration upon which it is made. M&R contracts in excess of \$15,000 will be approved by a majority of the whole Board.

**I.5 Emergency Repairs** <sup>(R 3/10)</sup>

[AP I 1]

The chancellor, or his/her designee, may contract for emergency repairs without prior Board approval in the following circumstances:

- when College property has been damaged through fire, vandalism, windstorm, hail, earthquake, or other force *majeure*; or
- when College property has failed or broken down; and, as a result the safety of persons using the facility is in immediate jeopardy; or
- the facilities cannot be used for educational purposes and such use is immediately necessary to carry out the educational program.

The chancellor, or his/her designee, may contract, after requesting at least three informal bids, for emergency repairs in an amount not to exceed \$100,000. Emergency repair contracts estimated to exceed \$25,000 will be secured by an appropriate performance/payment bond. Any such contract will be submitted for ratification or approval at the next regularly scheduled meeting of the Board of Trustees. In an emergency, the chancellor or his/her designee may, if necessary, enter into a time and material contract on a “not to exceed” basis to continue operation of a facility or to avoid additional damages to College property.

**I.6 Change Orders** <sup>(R 5/97)</sup>

[AP I 1]

**I.6.1 Change Order Conditions/Limits** <sup>(R 5/97)</sup>

[AP I 1]

All contracts will contain provisions in the general conditions for determining the charges or credits for changes in the work and for extra costs to the project.

When a project requires a change order that is within the scope of the work, the change order may be issued according to the following conditions/limits:

- Any change order with an amount under \$12,500 may be authorized by the manager, Engineering and Design.
- Any change order with an amount between \$12,500 and \$15,000 may be authorized by the chancellor, or his/her designee.
- Any change order with an amount over \$15,000 will require the approval of the Board of Trustees.

“Scope of work” will mean work performed in accordance with bid plans and specifications and including work necessary for the contractor to perform in order to comply with the intent of the contract.

**I.6.2 Change Orders Outside the Scope of Contract** <sup>(R 5/97)</sup>

[AP I 1]

Any change orders for work not within the scope of the contract, as scope of work is defined above, will be approved by the Board before the authorization of said work; provided, however, that if the additional work is \$12,500 or less, the chancellor, or his/her designee, may, if he/she deems such change order to be of an emergency nature, authorize said work to be performed.

**I.7 Maintenance/Service Agreements** <sup>(R 6/02)</sup>

Maintenance and/or service agreements may be authorized by the College to assist in the routine maintenance and repair of College facilities. Such agreements will be issued on

an annual or periodic basis for continuous service, maintenance, and/or care of facilities, systems, equipment, and/or grounds. Maintenance/service agreements may include any combination of labor, equipment and materials. Types of services may include custodial care, alarm monitoring, planned maintenance, inspection, calibration, adjustment, testing, routine repairs, replacement parts, materials, and other miscellaneous services. The normal bidding procedures shall be the same as for M & R Projects (Paragraph I-4) except maintenance/service agreements may be bid or negotiated with the original equipment manufacturer if required to maintain the integrity of the equipment.

Periodic maintenance/service agreements for the care of College facilities may be executed by the manager of Engineering and Design for up to \$12,500 or by the chancellor, or his/her designee, in amounts up to \$25,000. Maintenance and repair agreements over \$25,000 will be submitted to the Board of Trustees for its review/approval before issuance. Final terms and conditions for all maintenance/service agreements will be in written form and signed by both the College and vendor.

**I.8 Selection of Architectural and Engineering (A/E) Services for Physical Facilities Projects** <sup>(5/97)</sup>

[API 2]

The administration will publicly announce all requirements for architectural and engineering services, and negotiate contracts for A/E services on the basis of demonstrated competence and qualifications for the type of professional services required and at fair and reasonable prices. This requirement applies to all A/E contracts over \$50,000. These A/E contracts will be submitted to the Board of Trustees for approval and signed by the chancellor, or his/her designee. A/E contracts for less than \$50,000 must be submitted to the Board of Trustees for ratification after execution of the contract by the chancellor, or his/her designee, as recommended by the director of Physical Facilities, or his/her designee.

**I.9 College Police and Security Personnel** <sup>(R 6/16)</sup>

a. Reporting Crimes and Emergencies

Any student, employee or visitor who witnesses a criminal act, suspected criminal act or any other emergency occurring at any College location should, as soon as possible after such event, contact the College Police, campus chief student affairs officer, campus chief academic officer or any other official of the College who has significant responsibility for student and College activities. All reports concerning such activities will be investigated thoroughly and promptly, and timely reports regarding the occurrence of crimes at any College location will be disseminated to members of the College community in accordance with applicable laws.

b. Security and Access to College Facilities

The College, in considering security and access to College facilities, has attempted to balance the need for convenience and accessibility with that of adequate security. To that end, most College facilities should generally be accessible to all students, employees and visitors during normal business hours. After normal business hours, access to College facilities may be restricted to students, employees and selected visitors, each of whom may be required to display proper identification upon request.

c. College Police and Security Personnel

Upon certification by the director of the Missouri Department of Public Safety, College police officers who have completed the requirements recognized by the Peace Officers Standard and Training Commission set forth in Chapter 590 of the *Revised Statutes of Missouri*, 1986, as amended, will be empowered with the same authority to maintain order, preserve peace and make arrests as is now held by peace officers. College police officers will work closely and establish regular communication with municipal, county and state police agencies. College police officers have the power and authority to detain by arrest as provided for and in accordance with State Statute Section 178.862 and Chapter 590.

The Board of Trustees of the College has the power and authority to employ College police officers who may carry firearms at any time, provided the College police officers have received adequate training and obtained certification by the director of the Missouri Department of Public Safety that the officers are eligible to be employed as peace officers. The Board of Trustees of the College also has the power and authority to employ security personnel who may carry firearms while on duty, provided they are properly licensed.

d. College Police Department Manual

All College police officers and police department personnel are required to follow the guidelines and procedures delineated in the police department manual located in each college police department. By this reference, the guidelines and procedures set forth in the police department manual are incorporated into this Board Policy as if fully set forth herein. Violation of the guidelines and procedures delineated in the police department manual is grounds for disciplinary action, up to and including termination of employment.

**I.10 Use of College Premises** (R 6/16)

[AP I 3]

The Board of Trustees authorizes the use of St. Louis Community College facilities for the open discussion of public issues, for meetings of community organizations and for

**DIVISION I  
FACILITIES, CONSTRUCTION AND SERVICES**

**BOARD POLICY**

civic, social or educational purposes, so long as such use does not interfere with the educational program of the College. The use of facilities must be approved by the chancellor, the vice chancellor, or the campus chief academic officer, or his/her designee.

The College may charge user fees for the use of College facilities, and users must sign a facilities rental and indemnification agreement before using College facilities.

College property may not be used for commercial activities except when those activities are integrally related to College-sponsored programs and approved by a College officer.

**I.11 Food Service Facilities** (R 4/09)

The College's food service facilities are provided for students, employees and approved activities. The hospitality studies facility may be used for serving groups of students, employees or guests when the activity is related to the mission of the College.

On special occasions, alcoholic beverages and food may be served on College property by appropriately licensed caterers, College employees or students, provided:

- the occasion is a Foundation fundraiser, a College awards or retirement dinner, or a reception approved by a College officer; or
- the occasion is a special event approved by the Board; and no alcoholic beverage is served by or to any person under the age of 21.

**I.12 Use of College Employees in Lieu of Contractors** (R 5/97)

The College may use its employees to alter, maintain and repair buildings, equipment or grounds without the letting of contracts.

**I.13 Building Dedication Plaques**<sup>(6/16)</sup>

An appropriately worded and designed dedication plaque may be placed at the main entrance to the building (interior or exterior). The following information should be included on the plaque:

- A. Building Name (Includes name of main campus if dedicating a center.)
- B. Chancellor's Name and Title
- C. Campus Chief Academic Officer Name and Title
- D. Governing Board Members' Names and Positions (Chair/Vice Chair/Trustee)
- E. Architect Name

- F. Contractor Name
- G. Year of Occupancy
- H. Option to include a graphic of either the campus logo or other theme/symbol/shape that is used in the building signage
- I. College Name

The plaque size should be determined by the building team in response to the location, materials, visibility and other signage on the project or campus.

Names and titles should be as they are at the time of building occupancy. In the case of an interim or temporary position holder at the time of occupancy, the name of that position should revert to the individual holding the full-time or permanent position at the time design or construction began.

## **J INFORMATION TECHNOLOGY**

### **J.1 IT Policies, Standards, Guidelines, and Procedures** <sup>(5/18)</sup>

The authority for writing Information Technology (IT) policies, standards, guidelines, and procedures will reside with the Chief Information Officer, with input from IT Directors, Associate Directors and Managers, as necessary.

St. Louis Community College IT takes reasonable and prudent measures to comply with applicable federal, state and local laws with regards to securing information resources. It is imperative that IT policies, standards, guidelines, and procedures be followed to protect the College's information resources. Information Technology policies and procedures are enforceable in accordance with Board Policy and Administrative Procedures, and Joint and Bargaining Unit Resolutions with respect to student, faculty, and staff disciplinary procedures (BP C.2, E.2.3, F.11, F.12, G.17, and AP D.17). Users of College information resources found to be in violation of these policies will be subject to disciplinary action, up to and including dismissal from the College or termination of employment.

### **J.2 Information Security** <sup>(5/18)</sup>

St. Louis Community College relies on data and information technology to fulfill its mission. The protection of these information resources is imperative to the College fulfilling its mission.

The College shall maintain an information security program that seeks to reasonably and appropriately protect the confidentiality, integrity, and availability of College information resources. The information security program shall implement safeguards to protect data and technology that take into consideration the laws and regulations that apply, as well as the value the College derives from this data with respect to the College's mission and strategic priorities.

Any system that stores, transmits, or processes College data shall be secured in a reasonable and appropriate manner consistent with policies, standards, guidelines, and procedures approved by IT and the STLCC Leadership Team.

### **J.3 Responsible Use of Information and Technology** <sup>(5/18)</sup>

Users must use information resources in accordance with:

1. Applicable local, state, and federal legislation.

2. STLCC's mission, values, and ethics.
3. IT Security measures, including the responsibilities to:
  - a. Protect access to systems and data by ensuring it is restricted based on the needs of job function.
  - b. Protect systems and data from unauthorized modification.
  - c. Prevent the unauthorized disclosure of data.
  - d. Protect system and data availability and accessibility for authorized users.

**J.3.1 Prohibited Activities** <sup>(5/18)</sup>

While not exhaustive, the following activities are prohibited:

1. Sharing an individual's digital identity (user ID and password, or other authenticator).
2. Disrupting the intended purpose of an information resource to others.
3. Violating copyright or patent protections, as well as licensing or other third-party agreements.
4. Gaining unauthorized access to systems or data, or invading the privacy of another individual or entity.
5. Using College information resources for personal gain, or promoting political campaigns or issues.

**J.3.2 Incidental Personal Use** <sup>(5/18)</sup>

Information resources are provided for the furtherance of the College mission. Brief, incidental use of STLCC telephones, computers, and other technology to attend to personal matters is permissible provided it does not interfere with an individual's work, departmental business, or educational use.

**J.3.3 Privacy and Monitoring** <sup>(5/18)</sup>

All College owned information resources are subject to review. Information resources are monitored for reasons that include, but are not limited to, security, performance, backup, and trouble-shooting. The College reserves the right to monitor any information resource, for any legitimate business reason.

**J.4 Identity and Access Management** <sup>(5/18)</sup>

Designated users are granted rights to access specific STLCC information resources. To manage risk, the institution maintains processes to properly identify users of its systems. Three principles establish protection and trust:

1. Identification: Ensuring electronic credentials are granted to the proper individual.
2. Authentication: Verifying the validity of these credentials at the time of access.
3. Authorization: Ensuring the individual has been granted the authority to perform the requested actions.

St. Louis Community College is dedicated to preventing unauthorized access, maintaining accuracy and ensuring the appropriate use of the information the College collects in all formats: on paper, electronically, and verbally.