

**MINUTES OF SPECIAL MEETING  
BOARD OF TRUSTEES  
ST. LOUIS COMMUNITY COLLEGE  
MONDAY, MARCH 23, 2020**

The Special Meeting of the Board of Trustees of St. Louis Community College was held on Monday, March 23, 2020, via videoconference, pursuant to notice and in accordance with Section 610.020 RSMo, as amended.

1. Call to Order and Roll Call

Dr. Kevin M. Martin, Chair, called the meeting to order at 5:00 p.m. The following members of the Board of Trustees were present via videoconference: Dr. Kevin M. Martin, Chair; Ms. Pam Ross, Vice Chair; Dr. Craig Larson, Trustee; Rodney Gee, Trustee (joined at 5:01 p.m.); Anne Marshall, Trustee; and Dr. Doris Graham, Trustee. Ms. Libby Fitzgerald, Trustee joined the meeting via teleconference at 5:10 p.m.

Also present were Dr. Jeff Pittman, Chancellor; Ms. Kate Nash, Tueth Keeney; and Ms. Jessica Grove, Associate for Board Relations.

2. Public Comments

None. (Members of the public we asked to submit questions and comments to Jessica Grove, Board Secretary through email by 3pm on March 23pm. No comments or questions were submitted.)

3. Adoption of Agenda/Revisions to Agenda

Dr. Larson moved and Dr. Graham seconded to adopt the agenda/revisions to the agenda. The Board unanimously adopted the agenda.

4. Recommended Approval of Revised Board Policy A

On motion by Dr. Larson and seconded by Mr. Gee, the Board unanimously approved the revisions to Board Policy A, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

5. Recommended Approval of Revised Board Procedure AP

On motion by Dr. Graham and seconded by Mr. Gee, the Board unanimously approved the revisions to Board Procedure AP, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

6. Recommended Approval of Revised Board Policy B

On motion by Ms. Ross and seconded by Ms. Marshall, the Board unanimously approved the revisions to Board Policy B, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

7. Recommended Approval of Revised Board Policy C

On motion by Mr. Gee and seconded by Ms. Ross, the Board unanimously approved the revisions to Board Policy C, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

8. Recommended Approval of Revised Board Policy D

On motion by Dr. Graham and seconded by Ms. Marshall, the Board unanimously approved the revisions to Board Policy D, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

9. Recommended Approval of Revised Board Policy E

On motion by Mr. Gee and seconded by Dr. Graham, the Board unanimously approved the revisions to Board Policy E, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

10. Recommended Approval of Revised Board Policy F

On motion by Dr. Graham and seconded by Ms. Ross, the Board unanimously approved the revisions to Board Policy F, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

11. Recommended Approval of Revised Board Policy G

On motion by Mr. Gee and seconded by Ms. Ross, the Board unanimously approved the revisions to Board Policy G, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

12. Recommended Approval of Revised Board Policy H

On motion by Dr. Graham and seconded by Dr. Larson, the Board unanimously approved the revisions to Board Policy H, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

13. Recommended Approval Amend Agenda

On motion by Ms. Marshall and seconded by Dr. Graham, the Board unanimously approved amending the order of the agenda.

14. Recommended Approval of Resolution Granting Temporary Authorization to the Chancellor to Amend Board Policies Relating to COVID-19.

On motion by Mr. Gee and seconded by Dr. Graham, the Board, on roll-call vote, unanimously (with Trustee Fitzgerald unable to vote) approved a resolution granting temporary authority to the Chancellor to amend Board Policies relating to COVID-19, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

15. COVID-19 Update

Dr. Jeff Pittman, Chancellor, provided an update on the College's response to COVID-19 and asked members of the Leadership Team to share an update from their department.

Dr. Andrew Langrehr, Vice Chancellor, Academic Affairs, provided an update and answered questions from the Board. Spring Break has been extended for students through this week and classes will begin online on March 30. Faculty are working on moving their classes online. Material and support services will also be provided online. Laptops have been provided to certain students and they continue to work to identify which students have a need. Communication has been sent to superintendents regarding dual enrollment and dual credit. The College is discussing options for final grading and students that withdraw with the goal of ensuring students are not harmed by this circumstance.

Dr. Christine Davis, Vice Chancellor, Student Affairs, provided an update and answered questions from the Board. The majority of student services will be handled remotely, some with limited hours. Commencement has been postponed. Students are registering for Summer and Fall courses (priority registration). Dr. Davis will look into ways to track students and reach out to those that have stopped participating.

Robin Phillips, Associate Vice Chancellor, Human Resources, provided an update and answered questions from the Board. Open enrollment begins March 30 and ends April 8. The College will use an online platform and will also host online benefit meetings. For those groups unable to register online, paper packets will be provided. Essential employees have been identified and notified.

Keith Hacke, Chief Information Officer, provided an update and answered questions from the Board. Mr. Hacke expressed his appreciation to Muhamed Hadziselmovic for his assistance in setting up the video conference. Laptops have already been distributed to certain employees and more have been ordered. IT is working with Student Services on assigning laptops to students. Work is being done with software vendors to make sure the licenses can be used at home. Employees are able to access the system with over 400 remote users so far. Skype is available to all employees.

Paul Zinck, Vice Chancellor, Finance & Administration, provided an update and answered questions from the Board. The majority of employees are working from home. Most tasks can be done from home but employees will come into the office as needed. Mr. Zinck spoke with UMB and they are committing to help as needed. Facilities has limited staff on campus. The College continues to monitor the state budget and are unsure what additional stresses will be placed on the budget or how it will affect state revenues. This may result in a change to STLCC's forecasted budget.

Kedra Tolson, Executive Director, Marketing & Communications, provided an update and answered questions from the Board. There have been multiple communications with faculty, staff and students since March 4. M&C is working on messaging to students regard the extension of spring break and additional services available. They will be reworking the College's COVID-19 webpage and are building a student resource page.

Hart Nelson, Associate Vice Chancellor, Workforce Solutions Group and Incident Response Team, provided an update and answered questions from the Board. This team

was set up to handle COVID-19 cases on campus and track incidents on campus. They are currently tracking 17 people who either have flu-like symptoms or had traveled. Individuals can reach out to the College through an email address and/or an IT call center and the Team will follow up.

16. Adjournment

On motion by Dr. Graham and seconded by Ms. Marshall, the Board, on a roll-call vote, voted unanimously (with Trustee Fitzgerald unable to vote) to adjourn the public session and enter executive session. The public session was adjourned at 5:58 p.m.

Respectfully submitted,

Jessica Grove  
Associate for Board Relations

## A. BOARD OF TRUSTEES

### Board of Trustees and College Mission, Vision, and Values

<To be finalized at a later date, after feedback.>

<Insert Vision.>

<Insert Values.>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.

*Revised June 1, 2020*

#### A.1- Responsibilities and Authority

The Board of Trustees shall exercise appropriate statutory authority and fulfill its responsibilities in a way that is consistent with the mission of the College.

*Adopted June 1, 2020*

##### 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.

*Reviewed June 1, 2020*

#### A.2 Governance

The Board of Trustees shall engage in governance that supports the mission, vision, and values of the College.

*Revised June 1, 2020*

##### A.2.1 Governance in General

The Board [of Trustees](#) 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 [of Trustees](#) expects administration to consult with the appropriate governance council. The Board [of Trustees](#) 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.

*Revised June 1, 2020*

### **A.2.2 Governance Specifically**

More specifically, the Board [of Trustees](#) 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 [of 'sTrustees'](#) 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.a.~~ Continual re-development will include orientation of new members in the Board's adopted governance process and regular [Board of Trustees](#) discussion of process improvement.

~~6.~~ Demonstrate commitment and accountability to the general public by competent, conscientious, and effective decision-making.

~~6.~~

— Welcome public input from various sources, including staff, students, alumni, employers, and community members, on the formation of Board of Trustees goals and actions.

~~7.~~

*Revised June 1, 2020*

### **A.3 Membership**

The Board of Trustees of the community college district shall be composed of seven (7) members, six (6) of whom shall each be elected to a six-year term from the four (4) sub-districts, and one (1) at-large member who shall be appointed to a six-year term by the Missouri Coordinating Board for Higher Education.

*Revised June 1, 2020*

#### **A.3.1 Board Member Service**

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

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

*Revised June 1, 2020*

#### **A.3.2 Board Job Description**

The job of the Board of Trustees is to represent the public in determining and requiring appropriate organizational performance. The Board of Trustees 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.
  - ~~b-c.~~ Approving the annual staffing plan.
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 of Trustees members and the Chancellor informed of concerns and questions that are heard and seen when in the community.

*Revised June 1, 2020*

#### **A.4 –Election of Members**

Six ~~members~~ of the Board of Trustees representing the four (4) sub-districts of the College service area shall be elected in accordance with statutory requirements outlined in Board Procedures, Section AP.4. One (1) at-large member shall be appointed to a six-year term by the Missouri Coordinating Board for Higher Education.

*Revised June 1, 2020*

#### **A.5 Election of Officers**

The officers of the Board of Trustees will be a Chair and a Vice Chair who will be members of the Board of Trustees. The Secretary shall be the Associate for Board Relations. The Treasurer shall be the Vice Chancellor for Finance and Administration. a secretary (normally the associate for Board Relations) and a treasurer (normally the vice chancellor for finance and administration).

*Revised June 1, 2020*

##### **A.5.1 Election and Term of Office**

Officers of the Board of Trustees will be elected at the first regular meeting of the Board of Trustees after June-April 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 of Trustees will be elected for a term of one (1) 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 of Trustees members present will select a Chair by majority vote one (1) of their members to preside by majority vote.

*Revised June 1, 2020*

## **A.6 Role of Officers**

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

### **Board Chair**

1. The Board of Trustees Chair promotes consistency by the Board of Trustees 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 of Trustees, all committees that the Board of Trustees 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 of Trustees 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 of Trustees inquiries, media coverage, and speaking engagements.
    - i. All communications made on behalf of the Board of Trustees are to be approved by the Board of Trustees.
    - ii. The Board Chair, in collaboration with the Chancellor ~~and the College Public Relations staff~~, may facilitate speaking engagements for Board of Trustees members.

- b. The Board Chair shall ensure that other Board of Trustees members are informed of current and pending Board of Trustees issues and processes.
- ~~b.c.~~ The Board Chair shall acknowledge correspondences that are sent to the Board of Trustees.
4. The Board Chair shall call special meetings, as required.
5. The Board Chair ~~shall~~ may plan an annual retreat ~~for January of~~ each year.
- ~~5-6.~~ The Board Chair shall serve as a liaison to College administration for labor relations negotiation purposes.

### Board Vice Chair

In case of the resignation, absence, or other disability of the Board Chair, the Board Vice Chair will perform all of the duties of the Board Chair. The Board Vice Chair also performs other duties assigned by the Board Chair of the Board of Trustees or the Board of Trustees. The Board Vice Chair will assist in agenda setting and retreat planning. The Board Vice Chair shall serve as a liaison to College administration for labor relations negotiation purposes.

### Board Secretary

The Board 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~~ Board Policies. The Board Secretary records the proceedings of the Board of Trustees. The Board Secretary will make public notification of Board of Trustees 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 of Trustees. The Board Secretary will be the custodian of the official seal of the College. The Board ~~of Trustees~~ Secretary will serve as the designated election official, representing the College with the appropriate Boards of Election Commissioners. The Board Secretary shall share with the Board of Trustees the Board Chair response to correspondence sent to the entire Board of Trustees. ~~Board entire of Trustees~~

### Board Treasurer

The Board 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 Board Treasurer may use a facsimile signature. The facsimile signature will be applied on checks in a manner approved by the Board of Trustees and accepted by the Board of Trustees's demand depository.

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

*Revised June 1, 2020*

### **A.7 Board Members' Code of Conduct**

The Board of Trustees 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 of Trustees members.

1. Board of Trustees 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 of Trustees members must avoid conflict of interest with respect to their fiduciary duties to the College.
  - a. Board of Trustees 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 of Trustees member were considered for employment by the College, ~~she/h~~they must resign as a member of the Board of Trustees.
3. Board of Trustees members may not attempt to exercise individual authority over the College except as explicitly set forth in Board Policies.
  - a. Board of Trustees members' interaction with the Chancellor or with staff must recognize the lack of authority of any individual Board member or group of Board of Trustees members except as noted above.
4. Board of Trustees 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 of Trustees members will use established lines of College administrative authority and not interfere in the normal procedures for handling complaints or grievances.
6. Board of Trustees members will not waive Board of Trustees rights to confidentiality; including discussions that occur at legally held closed meetings of the Board of Trustees, and other privileged communications, such as attorney client privileged communications.
7. Board of Trustees members will govern with civility and integrity to enhance the image of the College.
8. Board of Trustees members shall govern in a non-partisan manner consistent with the nature of public education.

*Revised June 1, 2020*

### **A.7.1 Conflicts of Interest**

- a. All members of the Board of Trustees 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 of Trustees 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, their spouse, or their 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.

*Adopted June 1, 2020*

### **A.7.2 Disclosure Reports**

All members of the Board of Trustees 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.

*Adopted June 1, 2020*

## **A.8 Board Operations**

The Board of Trustees shall operate consistent with all statutory requirements.

*Reviewed June 1, 2020*

### **A.8.1 Board Operations Definitions**

1. Regular meetings - Regular meetings of the Board of Trustees will be held in conjunction with the Board of Trustees calendar and in accordance with Chapter 610 of the Missouri Revised Statutes, commonly referred to as the “Missouri Open Meetings Law” or the “Missouri’s Sunshine Law”.
2. Emergency meetings - The Chancellor is authorized to call emergency meetings in consultation with the Board Chair. The Board Chair will notify all members of the Board of Trustees.
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 (3) 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 of Trustees may be called in accordance with state law.

*Revised June 1, 2020*

### **A.8.2 Board Process**

The Board of Trustees will operate in a consistent manner as follows:

1. The Board of Trustees meeting schedule for the next calendar year will be adopted prior to September 1 each year. The Board of Trustees 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 of Trustees meeting agenda in consultation with the Chancellor. The agenda setting meeting is open for observation to all Board of Trustees 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 of Trustees 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 of Trustees as soon as practicable.
5. The Board of Trustees shall establish an annual Board of Trustees development budget to encourage the Trustees to represent the college at appropriate meetings and for professional development activities.
6. The Board of Trustees may elect to hold additional meetings to hear appeals of employees as outlined in applicable grievance procedures.
7. The Board of Trustees may direct the administration to prepare new reports, prepare a written legal opinion, or gather new information only upon Board of Trustees approval of an appropriate motion or upon written request by any two (2) Board of Trustees members or the Board Chair.  
(A copy of the request and response will be sent to all other Board of Trustees members.)

*Revised June 1, 2020*

### **A.8.3 Quorum**

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

*Revised June 1, 2020*

### **A.8.4 Order of Business**

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

*Revised June 1, 2020*

### **A.8.5 Rules of Order**

In all matters not covered by the rules of the Board [of Trustees](#), parliamentary procedures will be governed by Roberts Rules of Order, Revised.

*Revised June 1, 2020*

### **A.8.6 Agenda and Agenda Revisions**

All items that require action at public meetings of the Board [of Trustees](#) must be submitted in writing to the Board [of Trustees](#) and made available to the public prior to the meeting. This [Board Policy](#) may be waived by majority vote of members present.

*Revised June 1, 2020*

### **A.8.7 Recognition**

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

*Revised June 1, 2020*

### **A.8.8 Member Voting**

No member of the Board [of Trustees](#) may vote by proxy. Every member present will vote on all questions, unless a member abstains because of a conflict of interest.

*Revised June 1, 2020*

### **A.8.9 Recording the Vote**

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

*Revised June 1, 2020*

### **A.8.10 Late Vote**

No member will be allowed to give or change a vote on any question after the result has been announced by the [Board Chair](#), unless by unanimous consent of the members of the [Board of Trustees](#).

*Revised June 1, 2020*

### **A.8.11 Board Removal/Resignation**

1. Any [Board of Trustees](#) member who changes [his/her/their](#) domicile or residency from the sub-district from which said [Board of Trustees](#) member was elected will be deemed to have vacated or resigned as a [Trustee](#) of the [Board of Trustees for the](#) College effective at the next regularly scheduled [Board of Trustees](#) meeting following the change of domicile or residency. At the beginning of said meeting, the [Board of Trustees](#) will announce the vacancy and publicly invite interested, legally-qualified citizens to apply in accordance with [Board Policy and Board Procedures](#).  
—Any [Board of Trustees](#) member failing to attend [Board of Trustees](#) meetings for three (3) consecutive regular meetings, unless excused by the [Board of Trustees](#) for reasons satisfactory to the [Board of Trustees](#), will be deemed to have vacated [his/her/their](#) seat on the [Board of Trustees](#). At the third (3<sup>rd</sup>) consecutive regular meeting missed, the [Board of Trustees](#) will announce the vacancy and publicly invite interested, legally-qualified citizens to apply.
2.  
—If the [Board of Trustees](#) finds that one of its members has violated duly promulgated bylaws of the St. Louis [Community College District](#), the [Board of Trustees's](#) decision will become final and immediately effective pursuant to ~~sec. Missouri Revised Statutes~~ 178.820.6(4) ~~RSMo~~. The sub-district seat will thereupon be declared vacant.
- 3.

*Revised June 1, 2020*

### **A.9 Amendment of Board Policy**

~~Policies in this manual~~ [Board Policies](#) 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 (4) affirmative votes of the [Board of Trustees](#). A request for [Board Policy](#) revision must be made in writing and may be presented at any regularly scheduled [Board of Trustees](#) meeting. Upon a [Board of Trustees](#) member's action to lodge for public

review, the policy revision will be acted upon at the next regularly scheduled Board [of Trustees](#) meeting. Lodging may be waived by a unanimous vote of the Board [of Trustees](#). Board [P](#)olicies resulting from meet and confer activities may be adopted by an affirmative vote of four [\(4\)](#) Board [of Trustees](#) members without the necessity of lodging.

*Revised June 1, 2020*

#### **A.10 Board of Trustees Travel**

[Board of Trustees members](#) will abide by ~~administrative procedures~~ [Board Policy and Board Procedures](#) regarding travel reimbursement on College business. [Board of Trustees members](#) are encouraged to stay well-informed by attending Board [of Trustees](#) development activities. Upon return, [Board of Trustees members](#) will report on their ~~training and have their expenses~~ [training. Expenses shall be](#) ratified by the [B](#)oard [of Trustees annually](#).

*Revised June 1, 2020*

#### **A.11 Release of Information to the Public**

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 [of Trustees](#) appoints the following employee as [C](#)ustodian of [R](#)ecords:

Associate for Board Relations  
St. Louis Community College  
~~300 S. Broadway~~ [3221 McKelvey Road](#)  
~~St. Louis~~ [Bridgeton](#), MO ~~63102~~ [63044](#)  
(314) 539-5154

All Requests for records will be directed to the [C](#)ustodian. In addition, the [district-College](#) will train at least one (1) additional employee to serve as [C](#)ustodian of [R](#)ecords in the absence of the official [e](#)[C](#)ustodian.

After receipt of the request, the [C](#)ustodian of [R](#)ecords shall:

- provide access within three [\(3\)](#) 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 (3<sup>rd</sup>) 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.

*Revised June 1, 2020*

### **A.11.1 Electronic Communications**

If a Board [of Trustees](#) member transmits an e-mail relating to College business to at least three (3) other members of the Board [of Trustees](#) 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 shall also be copied on the e-mail.~~ Any such message, subject to the exceptions of Section 610.021 [RSMO](#), shall be considered a public record upon receipt by the [Custodian](#).

*Revised June 1, 2020*

### **A.12 Board Member Role in College Campaign Activities**

Board [of Trustees](#) members must acknowledge their roles and responsibilities in College Campaign Activities and recognize Board [of Trustees](#) member actions will reflect upon the campaign, the Board [of Trustees](#), and the College.

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

Board [of Trustees](#) 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 [Revised](#) 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 [of Trustees](#) will insure, to the extent possible, compliance with these policies.

*Revised June 1, 2020*

### **A.12.1 College Campaign Finance Policies**

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.

*Reviewed June 1, 2020*

### **A.13 ~~Board~~ [of Trustees](#) Committees**

The Board [of Trustees](#) 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 [of Trustees](#) committees may not speak or act for the Board [of Trustees](#) 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 [of Trustees](#) committees are to help the Board [of Trustees](#) do its job, not to help or advise the staff do its jobs. Committees ordinarily will assist the Board [of Trustees](#) by preparing policy alternatives for ~~B~~board [of Trustees](#) deliberation.
3. Board [of Trustees](#) committees are to avoid over-identification with organizational parts rather than the whole. Therefore, a Board [of Trustees](#) committee that has helped the Board [of Trustees](#) create policy on some topic will not be used to monitor organizational performance on that same subject.
4. Board [of Trustees](#) committees cannot exercise authority over staff. In keeping with the Board [of Trustees](#)' broader focus, Board [of Trustees](#) committees will normally not have direct dealings with current staff operations.
5. This ~~Board~~ Policy applies to only committees formed by Board [of Trustees](#) action, whether or not the committees include non-Board [of Trustees](#) members. It does not apply to committees formed under the authority of the Chancellor.

*Revised June 1, 2020*

### **A.13.1 Committee Structure**

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

All Board [of Trustees](#) committees, whether served by one member or more, will ~~obtain-prepare~~ minutes of the meeting and should circulate the minutes to the entire Board [of Trustees](#).

*Revised June 1, 2020*

### **A.14 Chancellor Evaluation**

As a regular and scheduled activity, the Board [of Trustees](#) 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 [of Trustees](#) 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 of Trustees 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 of Trustees members and shall be furnished in advance to the Chancellor. The Board of Trustees, 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 provide a draft of their annual goals to the Board of Trustees each year in July via email.

*Revised June 1, 2020*

#### **A.14.115 Board Role in the Strategic Planning Process**

The Board of Trustees has a responsibility to be involved in setting and understanding the priorities established by the College's long-term strategic planning process. The Board of Trustees will assure-ensure 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 of Trustees, who will vote on the approval of said document. The strategic planning process is outlined and shall begins in October-July of each fiscal year, and describes the

Board of Trustees role in the process in ~~October and November~~ March and April.

*Revised June 1, 2020*

## **A. BOARD OF TRUSTEES**

### **Board of Trustees and College Mission, Vision, and Values**

*<To be finalized at a later date, after feedback.>*

*Revised June 1, 2020*

#### **A.1 Responsibilities and Authority**

The Board of Trustees shall exercise appropriate statutory authority and fulfill its responsibilities in a way that is consistent with the mission of the College.

*Adopted June 1, 2020*

##### **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.

*Reviewed June 1, 2020*

#### **A.2 Governance**

The Board of Trustees shall engage in governance that supports the mission, vision, and values of the College.

*Revised June 1, 2020*

##### **A.2.1 Governance in General**

The Board of Trustees 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 of Trustees expects administration to consult with the appropriate governance council. The Board of Trustees 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.

*Revised June 1, 2020*

### **A.2.2 Governance Specifically**

More specifically, the Board of Trustees 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 of Trustees' own process and performance. Insure the continuity of its governance capabilities by continual trustee education and annual evaluation.
  - a. Continual re-development will include orientation of new members in the Board's adopted governance process and regular Board of Trustees 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 of Trustees goals and actions.

*Revised June 1, 2020*

### **A.3 Membership**

The Board of Trustees of the community college district shall be composed of seven (7) members, six (6) of whom shall each be elected to a six-year term from the four (4) sub-districts, and one (1) at-large member who shall be appointed to a six-year term by the Missouri Coordinating Board for Higher Education.

*Revised June 1, 2020*

### **A.3.1 Board Member Service**

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

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

*Revised June 1, 2020*

### **A.3.2 Board Job Description**

The job of the Board of Trustees is to represent the public in determining and requiring appropriate organizational performance. The Board of Trustees 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.
  - c. Approving the annual staffing plan.
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 of Trustees members and the Chancellor informed of concerns and questions that are heard and seen when in the community.

*Revised June 1, 2020*

#### **A.4 Election of Members**

Six members of the Board of Trustees representing the four (4) sub-districts of the College service area shall be elected in accordance with statutory requirements outlined in Board Procedures. One (1) at-large member shall be appointed to a six-year term by the Missouri Coordinating Board for Higher Education.

*Revised June 1, 2020*

#### **A.5 Election of Officers**

The officers of the Board of Trustees will be a Chair and a Vice Chair who will be members of the Board of Trustees. The Secretary shall be the Associate for Board Relations. The Treasurer shall be the Vice Chancellor for Finance and Administration.

*Revised June 1, 2020*

##### **A.5.1 Election and Term of Office**

Officers of the Board of Trustees will be elected at the first regular meeting of the Board of Trustees after April 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 of Trustees will be elected for a term of one (1) 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 of Trustees members present will select a Chair to preside by majority vote.

*Revised June 1, 2020*

#### **A.6 Role of Officers**

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

Board Chair

1. The Board of Trustees Chair promotes consistency by the Board of Trustees 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 of Trustees, all committees that the Board of Trustees 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 of Trustees 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 of Trustees inquiries, media coverage, and speaking engagements.
    - i. All communications made on behalf of the Board of Trustees are to be approved by the Board of Trustees.
    - ii. The Board Chair, in collaboration with the Chancellor, may facilitate speaking engagements for Board of Trustees members.
  - b. The Board Chair shall ensure that other Board of Trustees members are informed of current and pending Board of Trustees issues and processes.
  - c. The Board Chair shall acknowledge correspondences that are sent to the Board of Trustees.
4. The Board Chair shall call special meetings, as required.
5. The Board Chair may plan an annual retreat each year.
6. The Board Chair shall serve as a liaison to College administration for labor relations negotiation purposes.

#### Board Vice Chair

In case of the resignation, absence, or other disability of the Board Chair, the Board Vice Chair will perform all of the duties of the Board Chair. The Board Vice Chair also performs other duties assigned by the Board Chair or the Board

of Trustees. The Board Vice Chair will assist in agenda setting and retreat planning. The Board Vice Chair shall serve as a liaison to College administration for labor relations negotiation purposes.

### Board Secretary

The Board Secretary (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 Board Policies. The Board Secretary records the proceedings of the Board of Trustees. The Board Secretary will make public notification of Board of Trustees 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 of Trustees. The Board 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. The Board Secretary shall share with the Board of Trustees the Board Chair response to correspondence sent to the entire Board of Trustees.

### Board Treasurer

The Board Treasurer (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 Board Treasurer may use a facsimile signature. The facsimile signature will be applied on checks in a manner approved by the Board of Trustees and accepted by the Board of Trustees' demand depository.

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

*Revised June 1, 2020*

## **A.7 Board Members' Code of Conduct**

The Board of Trustees 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 of Trustees members.

1. Board of Trustees 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 of Trustees members must avoid conflict of interest with respect to their fiduciary duties to the College.
  - a. Board of Trustees 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 of Trustees member were considered for employment by the College, they must resign as a member of the Board of Trustees.
3. Board of Trustees members may not attempt to exercise individual authority over the College except as explicitly set forth in Board Policies.
  - a. Board of Trustees members' interaction with the Chancellor or with staff must recognize the lack of authority of any individual Board member or group of Board of Trustees members except as noted above.
4. Board of Trustees 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 of Trustees members will use established lines of College administrative authority and not interfere in the normal procedures for handling complaints or grievances.
6. Board of Trustees members will not waive Board of Trustees rights to confidentiality; including discussions that occur at legally held closed meetings of the Board of Trustees, and other privileged communications, such as attorney client privileged communications.
7. Board of Trustees members will govern with civility and integrity to enhance the image of the College.
8. Board of Trustees members shall govern in a non-partisan manner consistent with the nature of public education.

*Revised June 1, 2020*

#### **A.7.1 Conflicts of Interest**

- a. All members of the Board of Trustees 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 of Trustees 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, their spouse, or their 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.

*Adopted June 1, 2020*

### **A.7.2 Disclosure Reports**

All members of the Board of Trustees 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.

*Adopted June 1, 2020*

### **A.8 Board Operations**

The Board of Trustees shall operate consistent with all statutory requirements.

*Reviewed June 1, 2020*

#### **A.8.1 Board Operations Definitions**

1. Regular meetings - Regular meetings of the Board of Trustees will be held in conjunction with the Board of Trustees calendar and in accordance with Chapter 610 of the Missouri Revised Statutes, commonly referred to as the “Missouri Open Meetings Law” or the “Missouri’s Sunshine Law”.
2. Emergency meetings - The Chancellor is authorized to call emergency meetings in consultation with the Board Chair. The Board Chair will notify all members of the Board of Trustees.
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 (3) 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 of Trustees may be called in accordance with state law.

*Revised June 1, 2020*

### **A.8.2 Board Process**

The Board of Trustees will operate in a consistent manner as follows:

1. The Board of Trustees meeting schedule for the next calendar year will be adopted prior to September 1 each year. The Board of Trustees 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 of Trustees meeting agenda in consultation with the Chancellor. The agenda setting meeting is open for observation to all Board of Trustees 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 of Trustees 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 of Trustees as soon as practicable.
5. The Board of Trustees shall establish an annual Board of Trustees development budget to encourage the Trustees to represent the college at appropriate meetings and for professional development activities.

6. The Board of Trustees may elect to hold additional meetings to hear appeals of employees as outlined in applicable grievance procedures.
7. The Board of Trustees may direct the administration to prepare new reports, prepare a written legal opinion, or gather new information only upon Board of Trustees approval of an appropriate motion or upon written request by any two (2) Board of Trustees members or the Board Chair. A copy of the request and response will be sent to all other Board of Trustees members.

*Revised June 1, 2020*

### **A.8.3 Quorum**

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

*Revised June 1, 2020*

### **A.8.4 Order of Business**

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

*Revised June 1, 2020*

### **A.8.5 Rules of Order**

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

*Revised June 1, 2020*

### **A.8.6 Agenda and Agenda Revisions**

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

*Revised June 1, 2020*

### **A.8.7 Recognition**

Generally, no person other than a member of the Board of Trustees will be recognized to speak at any meeting of the Board of Trustees except upon recognition of the Board Chair. However, the Chancellor or other staff members

designated by the Chancellor may speak at any time upon recognition by the Board Chair or upon questioning by a member of the Board of Trustees. The Board of Trustees will give citizens the opportunity to address the Board of Trustees, but reserves the right to limit the time allotted for remarks.

*Revised June 1, 2020*

#### **A.8.8 Member Voting**

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

*Revised June 1, 2020*

#### **A.8.9 Recording the Vote**

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

*Revised June 1, 2020*

#### **A.8.10 Late Vote**

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

*Revised June 1, 2020*

#### **A.8.11 Board Removal/Resignation**

1. Any Board of Trustees member who changes their domicile or residency from the sub-district from which said Board of Trustees member was elected will be deemed to have vacated or resigned as a Trustee of the Board of Trustees for the College effective at the next regularly scheduled Board of Trustees meeting following the change of domicile or residency. At the beginning of said meeting, the Board of Trustees will announce the vacancy and publicly invite interested, legally qualified citizens to apply in accordance with Board Policy and Board Procedures.
2. Any Board of Trustees member failing to attend Board of Trustees meetings for three (3) consecutive regular meetings, unless excused by the Board of Trustees for reasons satisfactory to the Board of Trustees, will

be deemed to have vacated their seat on the Board of Trustees. At the third (3<sup>rd</sup>) consecutive regular meeting missed, the Board of Trustees will announce the vacancy and publicly invite interested, legally qualified citizens to apply.

3. If the Board of Trustees finds that one of its members has violated duly promulgated bylaws of the St. Louis Community College District, the Board of Trustees' decision will become final and immediately effective pursuant to Missouri Revised Statutes 178.820.6(4). The sub-district seat will thereupon be declared vacant.

*Revised June 1, 2020*

### **A.9 Amendment of Board Policy**

Board Policies 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 (4) affirmative votes of the Board of Trustees. A request for Board Policy revision must be made in writing and may be presented at any regularly scheduled Board of Trustees meeting. Upon a Board of Trustees member's action to lodge for public review, the policy revision will be acted upon at the next regularly scheduled Board of Trustees meeting. Lodging may be waived by a unanimous vote of the Board of Trustees. Board Policies resulting from meet and confer activities may be adopted by an affirmative vote of four (4) Board of Trustees members without the necessity of lodging.

*Revised June 1, 2020*

### **A.10 Board of Trustees Travel**

Board of Trustees members will abide by Board Policy and Board Procedures regarding travel reimbursement on College business. Board of Trustees members are encouraged to stay well-informed by attending Board of Trustees development activities. Upon return, Board of Trustees members will report on their training. Expenses shall be ratified by the Board of Trustees annually.

*Revised June 1, 2020*

### **A.11 Release of Information to the Public**

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 (Section 610.021 RSMO, as amended) are hereby closed.

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

Associate for Board Relations  
St. Louis Community College  
3221 McKelvey Road  
Bridgeton, MO 63044  
(314) 539-5154

All Requests for records will be directed to the Custodian. In addition, the College 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 (3) 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 (3<sup>rd</sup>) 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.

*Revised June 1, 2020*

### **A.11.1 Electronic Communications**

If a Board of Trustees member transmits an e-mail relating to College business to at least three (3) other members of the Board of Trustees so that, when counting the sender, a majority of members are copied, the Custodian of Records shall also be copied on the e-mail. Any such message, subject to the exceptions of Section 610.021 RSMO, shall be considered a public record upon receipt by the Custodian.

*Revised June 1, 2020*

### **A.12 Board Member Role in College Campaign Activities**

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

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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, and the Board of Trustees will insure, to the extent possible, compliance with these policies.

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- be selected by a request for proposal process,
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Appropriate internal controls will exist.

*Reviewed June 1, 2020*

### **A.13 Board of Trustees Committees**

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*Revised June 1, 2020*

#### **A.13.1 Committee Structure**

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

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

*Revised June 1, 2020*

#### **A.14 Chancellor Evaluation**

As a regular and scheduled activity, the Board of Trustees 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 of Trustees 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 of Trustees 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 of Trustees members and shall be furnished in advance to the Chancellor. The Board of Trustees, 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 provide a draft of their annual goals to the Board of Trustees each year in July via email.

*Revised June 1, 2020*

### **A.15 Board Role in the Strategic Planning Process**

The Board of Trustees has a responsibility to be involved in setting and understanding the priorities established by the College's long-term strategic planning process. The Board of Trustees will ensure 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 of Trustees, who will vote on the approval of said document. The strategic planning process is outlined and shall begin in July of each fiscal year, and describes the Board of Trustees' role in the process in March and April.

*Revised June 1, 2020*

## AP BOARD PROCEDURES

### AP.1-4.A Notice of Election

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 of Trustees, 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.2-4.B. Declaration of Candidacy

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, Bridgeton, Missouri, with the Board Secretary~~secretary of the Board of Trustees~~, or the designee of the Board of Trustees, 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.3-4.C Declaration of Candidacy Form

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 twenty-one (21) years of age.
- b. The length of time said candidate has resided in the district and subdistrict~~sub district~~.
- c. A statement that the candidate has been a resident voter of his/her/their election district for at least one (1) 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.D Placement on Ballot

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~~Board Secretary or the designee of the Board of Trustees 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 of Trustees 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.

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 (2) College employees designated by the Board of Trustees.

Specifically, the lottery procedures are as follows:

- a. The Board ~~s~~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 ~~S~~ecretary, or Board of Trustees designee, who is not a candidate for that election, shall spin the lottery basket ten (10) times.
- c. Thereafter, each candidate shall draw a numbered ball at random at the time of filing his/her/their ~~D~~eclaration of Candidacy by executing a single reverse turn of the wire lottery basket, at the direction of the Board ~~S~~ecretary, or Board of Trustees -designee, who is not a candidate for that election.
- d. The Board ~~S~~ecretary or Board of Trustees designee who is not a candidate for that election shall spin the wire lottery basket five (5) times between the drawing of each numbered ball, except that spinning the wire lottery basket ten (10) 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/their Declaration of Candidacy. A spin of the lottery basket consists of one 360-degree turn of the basket handle.
- e. The Board ~~S~~ecretary 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.

~~e.~~

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:

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

#### **AP.54.E Elections, How Conducted**

All elections will be conducted in accordance with state law.

#### **AP.4.F6 Certificate of Notice**

Not later than 5 p.m. on the 10th Tuesday prior to the election, the Board of 'sTrustees' designated election official, or in the absence of such designation, the Cehancellor 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 of 'sTrustees' 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.4.G7 Certification of Results**

Within seven (7) 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 of Trustees, signed by the Board Ssecretary, affixed with the official seal, and lodged in the official records of the College. The Board Secretarysecretary will, upon such certification, issue certificates of election on forms to be approved by the Board of Trustees.

#### **AP.4.H8 Oath**

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.94.I Assuming Office**

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 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 of Trustees meeting, then election results will be certified at the next Board of Trustees 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 Ssecretary of the Board. The eChair of the Board of Trustees will thereupon recognize him/herthem 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.4.J10 Vacancy, How Filled**

Whenever a vacancy occurs in the membership of the Board of Trustees for any reason, the Board of Trustees will announce the vacancy at its next regularly scheduled meeting. Thereupon the Board of Trustees 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 of Trustees.

Applications must be submitted to the Chancellor's office at least five (5) days before the Board of Trustees meeting at which applicants are to be interviewed.

If no suitable applicant is found after the Board of Trustees has conducted interviews, the Board of Trustees 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 ~~tr~~Trustee will take the oath of office and be seated at the next regular meeting of the Board of Trustees.

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 ~~board secretary~~ of the districtCollege. Such appointed member shall hold office for the remainder of the unexpired term.

#### **AP.11-8.4 Order of Business**

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

~~13.~~

\*Persons who wish to speak to the Board of Trustees should sign in before the beginning of the meeting. The amount of time allotted to persons to speak will normally be limited to two (2) minutes. Exceptions may be granted at the Board of 'sTrustees' discretion. During the meeting, the Board Chair, with unanimous consent of the Board of Trustees, may recognize unregistered persons who wish to speak to the Board of Trustees.

**AP.10 Board of Trustees Travel**

Board of Trustees members are required to use the most cost effective choice: personal vehicle or College- contracted rental vehicle. Reimbursement for the College-contracted rental vehicle will be for the cost of the rental plus actual fuel costs. Insurance coverage is provided through the College's insurance contract, please waive coverage with the College-contracted provider. Should a Board of Trustees members elect the more expensive mode of travel, the reimbursement will be limited to the more affordable option. Reimbursement for use of personal automobiles for College business will be at the rate established by the Internal Revenue Service.

All travel of any Board of Trustees member must be approved prior by the Board of Trustees at a regularly scheduled Board of Trustees meeting.

All airline travel may be arranged through the College's approved contract vendor for travel or the traveler may use official airline websites to make travel reservations. Reimbursable air travel may include the cost of one (1) checked bag. The College shall not reimburse for flight changes, unless in emergency situations, first class or business class travel, priority boarding, or other added expenses.

Lodging shall be reimbursed. Meals and incidental allowance, shall not include alcoholic beverages, and will be made to travelers in overnight travel. Board of Trustees members shall have a limit not to exceed one-hundred (\$100) a day for meals and incidental allowance. Board of Trustees members shall be allowed to use ride shares, cab service, or other means of transportation at a destination for reimbursement.

Receipts are required for all reimbursement or pre-payments. Any travel in the State of Missouri, must have no Missouri Sales Tax included, or the Board of Trustees member shall reimburse the College for the Sales Tax.

#### **AP.142 Chancellor Evaluation Process**

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

1. ~~4.~~ May – the Board of Trustees will initiate the annual evaluation process in May.
  - a. The assessment will be based on a mutually agreeable format and criteria, which will reflect the goals and objectives of the past year and agreed-upon expectations for leadership and performance, and his/her/their criteria as determined.
  - b. The Chancellor will submit a self-evaluation in a clearly organized fashion, including appropriate documentation, utilizing the Board of Trustees evaluation form. Using the self-evaluation provided by the Chancellor and their knowledge of the Chancellor's performance, Board of Trustees members will provide their individual feedback concerning the Chancellor's performance to the Board Chair, using the annual evaluation form for the Chancellor.
  - c. Based on the feedback from the entire Board of Trustees, the Board Chair will compile all ratings and comments for the annual review of the Chancellor. Each Board of Trustees member will receive the compiled annual review of the Chancellor.
2. June – The Board of Trustees will receive the evaluation within seven to ten (7-10) working days prior to the June Board of Trustees meeting. In the June Executive Session, the entire Board of Trustees and the Chancellor will have a discussion of his/her/their annual progress and of his/her/their evaluation. The discussion will include reviewing the evaluation documents, progress on his/her/their annual goals as agreed to by the Board of Trustees, and any changes to his/her/their contract, including his/her/their salary, for the upcoming year. The Board of Trustees will vote to adopt the Chancellor's evaluation, any changes to his/her/their contract, and his/her/their salary for the upcoming year following the discussion with the Chancellor over these matters.
3. July – The Chancellor will provide to the Board of Trustees a draft of his/her/their annual goals for the upcoming year.
4. August – The Board of Trustees will come to consensus on the Chancellor's annual goals for the next academic year during an Executive Session in August.

## **AP BOARD PROCEDURES**

### **AP.4.A Notice of Election**

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 of Trustees, 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.4.B. Declaration of Candidacy**

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, Bridgeton, Missouri, with the Board Secretary, or the designee of the Board of Trustees, 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.4.C Declaration of Candidacy Form**

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 twenty-one (21) years of age.
- b. The length of time said candidate has resided in the district and sub district.
- c. A statement that the candidate has been a resident voter of their election district for at least one (1) 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.D Placement on Ballot**

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 Board Secretary or the designee of the Board of Trustees 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 of Trustees 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. 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 (2) 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 of Trustees designee, who is not a candidate for that election, shall spin the lottery basket ten (10) times.
- c. Thereafter, each candidate shall draw a numbered ball at random at the time of filing their Declaration of Candidacy by executing a single reverse turn of the wire lottery basket, at the direction of the Board Secretary, or Board of Trustees designee, who is not a candidate for that election.
- d. The Board Secretary or Board of Trustees designee who is not a candidate for that election shall spin the wire lottery basket five (5) times between the drawing of each numbered ball, except that spinning the wire lottery basket ten (10) times after initially depositing all of the numbered balls into the wire lottery basket as set forth in Board Policy, shall be sufficient for the drawing of the first numbered ball by the first candidate to file their 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 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:

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

#### **AP.4.E Elections, How Conducted**

All elections will be conducted in accordance with state law.

#### **AP.4.F Certificate of Notice**

Not later than 5 p.m. on the 10th Tuesday prior to the election, the Board of Trustees' 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 of Trustees' 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.4.G Certification of Results**

Within seven (7) 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 of Trustees, signed by the Board Secretary, affixed with the official seal, and lodged in the official records of the College. The Board Secretary will, upon such certification, issue certificates of election on forms to be approved by the Board of Trustees.

#### **AP.4.H Oath**

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.4.I Assuming Office**

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 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 of Trustees meeting, then election results will be certified at the next Board of Trustees 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 them 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.4.J Vacancy, How Filled**

Whenever a vacancy occurs in the membership of the Board of Trustees for any reason, the Board of Trustees will announce the vacancy at its next regularly scheduled meeting. Thereupon the Board of Trustees 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 of Trustees.

Applications must be submitted to the Chancellor's office at least five (5) days before the Board of Trustees meeting at which applicants are to be interviewed.

If no suitable applicant is found after the Board of Trustees has conducted interviews, the Board of Trustees 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 of Trustees.

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 College. Such appointed member shall hold office for the remainder of the unexpired term.

#### **AP.8.4 Order of Business**

The Board Chair will call the members to order on the appearance of a quorum. The order of business, unless modified by the Board of Trustees, 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 of Trustees should sign in before the beginning of the meeting. The amount of time allotted to persons to speak will normally be limited to two (2) minutes. Exceptions may be granted at the Board of Trustees' discretion. During the meeting, the Board Chair, with unanimous consent of the Board of Trustees, may recognize unregistered persons who wish to speak to the Board of Trustees.

#### **AP.10 Board of Trustees Travel**

Board of Trustees members are required to use the most cost effective choice: personal vehicle or College- contracted rental vehicle. Reimbursement for the College-contracted rental vehicle will be for the cost of the rental plus actual fuel costs. Insurance coverage is provided through the College's insurance contract, please waive coverage with the College-contracted provider. Should a Board of Trustees members elect the more expensive mode of travel, the reimbursement will be limited to the more affordable option. Reimbursement for use of personal automobiles for College business will be at the rate established by the Internal Revenue Service.

All travel of any Board of Trustees member must be approved prior by the Board of Trustees at a regularly scheduled Board of Trustees meeting.

All airline travel may be arranged through the College's approved contract vendor for travel or the traveler may use official airline websites to make travel reservations. Reimbursable air travel may include the cost of one (1) checked bag. The College shall not reimburse for flight changes, unless in emergency situations, first class or business class travel, priority boarding, or other added expenses.

Lodging shall be reimbursed. Meals and incidental allowance, shall not include alcoholic beverages, and will be made to travelers in overnight travel. Board of Trustees members shall have a limit not to exceed one-hundred (\$100) a day for meals and incidental allowance. Board of Trustees members shall be allowed to use ride shares, cab service, or other means of transportation at a destination for reimbursement.

Receipts are required for all reimbursement or pre-payments. Any travel in the State of Missouri, must have no Missouri Sales Tax included, or the Board of Trustees member shall reimburse the College for the Sales Tax.

#### **AP.14 Chancellor Evaluation Process**

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

1. May – the Board of Trustees will initiate the annual evaluation process in May.

- a. The assessment will be based on a mutually agreeable format and criteria, which will reflect the goals and objectives of the past year and agreed-upon expectations for leadership and performance, and their criteria as determined.
  - b. The Chancellor will submit a self-evaluation in a clearly organized fashion, including appropriate documentation, utilizing the Board of Trustees evaluation form. Using the self-evaluation provided by the Chancellor and their knowledge of the Chancellor's performance, Board of Trustees members will provide their individual feedback concerning the Chancellor's performance to the Board Chair, using the annual evaluation form for the Chancellor.
  - c. Based on the feedback from the entire Board of Trustees, the Board Chair will compile all ratings and comments for the annual review of the Chancellor. Each Board of Trustees member will receive the compiled annual review of the Chancellor.
2. June – The Board of Trustees will receive the evaluation within seven to ten (7-10) working days prior to the June Board of Trustees meeting. In the June Executive Session, the entire Board of Trustees and the Chancellor will have a discussion of their annual progress and of their evaluation. The discussion will include reviewing the evaluation documents, progress on their annual goals as agreed to by the Board of Trustees, and any changes to their contract, including their salary, for the upcoming year. The Board of Trustees will vote to adopt the Chancellor's evaluation, any changes to their contract, and their salary for the upcoming year following the discussion with the Chancellor over these matters.
3. July – The Chancellor will provide to the Board of Trustees a draft of their annual goals for the upcoming year.
4. August – The Board of Trustees will come to consensus on the Chancellor's annual goals for the next academic year during an Executive Session in August.

## **B GENERAL ADMINISTRATION**

### **B.1 Chancellor**

The Chancellor is the Chief Executive and Aadministrative Officer for the Board of Trustees. Subject to Board of Trustees 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 of Trustees. (~~See Job Description book available in the Human Resources department.~~)

*Revised June 1, 2020*

### **B.2 Officers of the College**

The officers of the College are the Chancellor, the ~~v~~Vice Chancellor for Aacademic aAffairs, the Vice Chancellor for sStudent Aaffairs, the Vice Chancellor for Finance and Aadministration, and the ~~vice chancellor for information technology/~~Chief Information Officer ~~or designee~~.

*Revised June 1, 2020*

### **B.3 Temporary Delegation of Responsibility**

The Chancellor may designate any officer to carry out his/her/their duties during a temporary absence of less than 30 days. If no such designation is made in writing to the Board of Trustees (or Board ~~of Trustees~~ cChair), the Vice Chancellor for Aacademic Aaffairs will assume the Chancellor's duties in his/her/their absence. When the Chancellor and the Vice Chancellor for Aacademic Aaffairs both are absent, the Vice Chancellor for Finance and Aadministration will assume the Chancellor's duties until the return of the Vice Chancellor for Aacademic Aaffairs 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 of Trustees meetings, the Board of Trustees will appoint a temporary replacement.

*Reviewed June 1, 2020*

## **B.4 Internal Governance**

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

*Reviewed June 1, 2020*

## **B.5 The College Calendars**

~~<<INSERT LANGUAGE>>~~ The College shall have an operational calendar and an academic calendar.

*Adopted June 1, 2020*

### **B.5.1 College Operational Calendar**

Annually, the Board of Trustees ~~establishes~~ will approve the College operational calendar to define holidays and work-related schedules. Educational and support services may be provided seven (7) 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.)~~

*Reviewed June 1, 2020*

### **B.5.2 Academic Calendar**

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

*Reviewed June 1, 2020*

## **B.6 Board Policy and ~~Administrative~~ Procedures**

The official record of the Board pPolicies 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 and ~~Administrative~~ Procedures will be kept on the College's website. Notification of revisions to Board Policy or Administrative Procedures s will be communicated via e-mail to all faculty and staff.

*Reviewed June 1, 2020*

### **B.6.1 Board Policy and /Administrative Procedures Review**

To avoid obsolescence of the Board Policy and /Administrative Procedures Manual, the College will engage in a complete review ~~of the entire manuals every three yearson a rotating basis, as follows:-~~

- Sections A, B, and C                      Every year ending in 1, 4, or 7
- Sections D, E, F, and G                Every year ending in 2, 5, or 8
- Sections H, I, and J                      Every year ending in 3, 6, or 9

*Revised June 1, 2020*

### **B.7 External Funding**

The College will seek external funds for the benefit of College priorities ~~within approved~~ as outlined in Administrative Procedures. All grants and donations having a value in excess of \$10,000 must be submitted to the Board of Trustees for approval at the next regularly scheduled Board of Trustees Board meeting.

*Reviewed June 1, 2020*

#### **B.7.1 Corporate Sponsorship**

St. Louis Community College, recognizing the benefit of sponsorships, advertisements, and gifts, supports the consideration of such opportunities that will enhance its mission, vision, values, goals and objectives, and strategic plan.

*Reviewed June 1, 2020*

### **B.8 Freedom of Expression**

#### **B.8.1 Academic Freedom**

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. While recognizing this freedom, the College expects that classroom (both in-person and online) discussions shall relate to the subject matter of the course. However, the College will not condone student or faculty actions, which deprive other students, employees, or visitors of their rights.

*Revised June 1, 2020*

#### **B.8.2 Right to Free Expression**

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.

*Reviewed June 1, 2020*

## **B.9 Non-discrimination as Related to Admissions, Educational Programs, Activities and Employment**

~~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.~~

St. Louis Community College is committed to creating inclusive, welcoming, and respectful learning and working environments focused on the needs of our diverse communities. The College does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, and any other status protected by applicable state or federal law. The College's Nondiscrimination policies apply to any phase of its employment process, any phase of its admission, or financial aid programs, and all of its educational programs or activities.

This is in accordance with Section 504 of the Rehabilitation Act, Titles II and III of the Americans with Disabilities Act (ADA), Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act (ADEA), the Genetic Information Notification Act (GINA), the Uniformed Services Employment and Reemployment Rights Act (USERRA), and any amendments thereto.

~~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.~~

*Revised June 1, 2020*

## **B.10 Americans with Disabilities Act and Rehabilitation Act of 1973**

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.

*Revised June 1, 2020*

~~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 Compliance**~~ **B.11 Compliance and Employee Responsibility**

~~<<INSERT LANGUAGE>>>~~

### **B.11.1 Equity Compliance Officers**

~~The College shall designate an individual to coordinate the College's compliance with non-discrimination requirements.~~

*Adopted June 1, 2020*

### **B.11.2 Employee Responsibility**

~~All College employees are responsible for maintaining an educational and work environment that is free from discrimination and harassment. Accordingly, College employees who observe behavior that may constitute discrimination or harassment or who receive reports or are notified of potential discrimination or harassment from another member of the College community are required to immediately notify as outlined in Administrative Procedures. their supervisors, the Chief Equity Compliance Officer or Deputy Equity Compliance Officers.~~

Adopted June 1, 2020

### **B.11.3 Complaints of Discrimination or Harassment**

The College shall have a process through which individuals may raise complaints of discrimination or harassment, concerns regarding any alleged discriminatory or harassing act or occurrence, or potential violations of the College's discrimination and harassment policies may be reported as follows.—.

**Any member of the College community** — Members of the College Community with concerns regarding any alleged discriminatory or harassing act or occurrence or potential violations of the College's discrimination and harassment policies may contact the Chief Equity Compliance Officer or the appropriate Deputy Equity Compliance Officers.

**Students** — Students with concerns regarding any alleged discriminatory or harassing act or occurrence or potential violations of the College's discrimination and harassment policies may also contact campus based Chief Student Affairs Officer the Campus Vice President for Student Affairs where the student is enrolled.

**Faculty Members** — Faculty members with concerns regarding any alleged discriminatory or harassing act or occurrence or potential violations of the College's discrimination and harassment policies may also contact the Campus President and Chief Academic Officer where the faculty member is employed.

**Employees or Applicants** — Employees or applicants with concerns regarding any alleged discriminatory or harassing act or occurrence or potential violations of the College's discrimination and harassment policies may also contact the Deputy Equity Compliance Officer (HR)

Concerns or complaints of discrimination or harassment related to students may also be submitted electronically, at [stlcc.edu/bit](http://stlcc.edu/bit).

Concerns or issues relating to the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973, or similar state laws, including issues relating to requests for accommodations, should be reported to the following individuals. See Section 504/ADA Grievance Process for details regarding the resolution of these matters

**Students** — Campus Vice President of Student Affairs or Chief Equity Compliance Officer

Employees — Deputy Equity Compliance Officer (HR) or Chief Equity Compliance Officer

*Adopted June 1, 2020*

**B.124 Equal Employment Policy and Affirmative Action Commitment**

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.

*Revised June 1, 2020*

**B.124.1 Affirmative Action Commitment**

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, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, and any other status protected by applicable state or federal law. ~~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.

*Revised June 1, 2020*

**B.132 Sexual Harassment Misconduct**

St. Louis Community College is committed to providing an academic and work environment that is free from sexual misconduct, including 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 ~~makes a~~ has a sexual harassment ~~sexual misconduct~~ complaint may obtain redress through A administrative Procedures of the College. The College will respond to all 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.~~ Information regarding complaints of sexual misconduct will be kept confidential to the extent possible. Retaliation against anyone who brings a complaint of sexual misconduct 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.~~

*Revised June 1, 2020*

### **B.13 Sexual Assault**

~~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.~~

~~Revised June 1, 2020~~

### **B.1323.1 Educational Programs**

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.

~~Reviewed June 1, 2020~~

### **B.1332.2 Sanctions**

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.

~~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.~~

~~Revised June 1, 2020~~

### **B.14 Civility Policy**

In an effort to maintain a safe workplace free of harassment and to promote a positive learning environment for students and staff, respectful and civil behavior is required on College property, in College-sponsored transportation, and at College-sponsored activities and events. All persons having business with the College including, but not limited to students, faculty, staff, Board of Trustees members, volunteers, visitors, and patrons shall treat one another with civility, courtesy, and respect. Abusive conduct shall be prohibited.

Abusive conduct shall be defined as any behaviors that are physically or verbally threatening, either overtly or implicitly, as well as behaviors that are coercive, intimidating, violent, or harassing. This conduct can be verbal, nonverbal, or

physical conduct directed toward a College employee that, based on its severity, nature and frequency of occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwanted distress. A single act does not constitute abusive conduct.

Examples of abusive conduct include, but are not limited to: use of profanity; personally insulting remarks; attacks on a person's race, gender, gender identity or expression, national origin, religion, sexual orientation, or disability; and/or behaviors that are disruptive to the College and work environment, including College events.

Such interactions could occur in, but are not limited to: telephone or text conversations; voice mail messages; face-to-face conversations; written letters; e-mail communications; or on College social media.

Any abusive conduct shall be reported immediately to the appropriate College personnel. A record will be made of any alleged incident and any action taken. Confidentiality will be observed when possible and appropriate to protect the complainant and the alleged offending person. Making false reports of abusive conduct shall be strictly prohibited.

Patrons and members of the general public may be subject to College and/or campus action including prohibition or restriction of future contact and limitations on access to functions, activities, or College property. Retaliation against a person who reports a claim of uncivil behavior is prohibited.

Adopted June 1, 2020

### **B.13.3 Procedures to Follow in the Event of Sexual Assault**

~~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:~~

- ~~—Any employee who becomes aware that an allegation has been made of a sexual assault occurring on College property will take steps to address immediate safety concerns of the Complainant and other members of the College community including contacting the police.~~
- ~~—The student, employee or visitor should, as soon as possible after an assault has occurred, be advised of the availability of Campus Police and local law enforcement agencies if interested in making a criminal complaint. If the victim wishes, the College police will assist with the reporting/reporting.~~

- a. ~~Contact the Title IX Coordinator, Deputy Title IX Coordinator, Campus Chief Student Affairs Officer, College police, or Campus Title IX Investigator to learn more about available supportive resources and Title IX procedures. 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.~~

*Revised June 1, 2020*

#### **~~B.13.4 Campus Disciplinary Proceedings~~**

~~In the case of on-campus disciplinary action regarding an alleged incident of 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 Administrative Procedures~~

~~Employees should consider the terms of an Joint Resolution relevant to their employment classification for additional information. Student Rights and Responsibilities in the Fact Finder student handbook on the College website at www.stlcc.edu/need2know.)~~

#### **~~B.13.5 Notifying Proper Law Enforcement Authorities~~**

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

*Revised June 1, 2020*

#### **~~B.13.56 Notifying Students of Existing Counseling Opportunities~~**

~~Individuals who report incidents of or concerns about sexual misconduct 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.~~

*Revised June 1, 2020*

**~~B.13.67 Notifying Students of Options for, and Available Assistance in, Changing Academic and Living Situations~~ Interim Measures for Parties in Title IX Cases**

~~Upon request, all victims parties involved in allegations of sexual misconduct of sexual assault, students and employees alike, will be~~ may request from the provided options by the Title IX Coordinator, Deputy Title IX Coordinator, or Campus Chief Vice President for Student Affairs Officer the option of counseling staff relative to changing academic or employment situations while a sexual misconduct claim is pending. or living situations after an alleged sexual assault incident.

*Revised June 1, 2020*

**~~B.14 Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS)~~**

~~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 prenatally 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 college-wide. 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.~~

*Reviewed June 1, 2020*

## **B.155 Universal Precautions**

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](#).

*Reviewed June 1, 2020*

## **B.166 Code of Ethics**

~~<<INSERT LANGUAGE>>~~

### **B.166.1 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.

*Reviewed June 1, 2020*

### **B.166.2 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/their spouse, or his/her/their 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.~~

*Reviewed June 1, 2020*

### **B.166.3 Disclosure Reports**

~~Each College trustee, the Chancellor, Vice Chancellors, General Counsel, and others as outlined in Administrative Procedures 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 Cehancellor, Vice Chancellor for Finance and Administration, and the others as outlined in Administrative Procedures ~~eChief Ppurchasing Qofficer~~ also will disclose by May 1, for the previous calendar year the following information:
- The name and address of each of his/her/their employers from whom income of \$1,000 or more was received during the year covered by the statement:
    - a.
    - ~~b.a.     or more was received during the year covered by the statement;~~
    - b. The name and address of each sole proprietorship that he/shethey owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he/shethey was-were a partner or participant;
    - c. ~~t~~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;
    - d. ~~t~~The name, address and general nature of the business conducted of any closely held corporation or limited partnership in which he/shethey owned 10 percent or more of any class of the outstanding stock or limited partnership units;
    - e. ~~and t~~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/shethey owned 2 percent or more of any class of outstanding stock, limited partnership units or other equity interests;
    - f. The name and address of each corporation for which he/shethey served in the capacity of a director, officer or receiver.

*Revised June 1, 2020*

#### **B.166.4 Filing of Reports**

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 46.3 Board Policy](#) 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.

*Reviewed June 1, 2020*

#### **B.166.5 Reaffirmation of Policy**

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.

*Reviewed June 1, 2020*

#### **B.177– Expenditure of College Funds**

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

*Reviewed June 1, 2020*

#### **B.188 Interns**

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 of Trustees](#) approval is required where remuneration is involved.

*Reviewed June 1, 2020*

#### **B.199 Prohibition of Corporal Punishment, Abuse, or Neglect to Children**

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.

*Reviewed June 1, 2020*

## **B.2020 Outcomes Assessment**

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

*Reviewed June 1, 2020*

## **B.214 Consensual and Familial Relationships Policy**

### **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 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 their spouse, grandchild or their spouse, uncle or aunt, uncle or aunt of spouse, first cousin or any relative living in the immediate household.

*Revised June 1, 2020*

### **B.21.1 Conflict of Interest**

~~Conflict of Interest:~~ the ~~C~~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.

*Revised June 1, 2020*

### **B.21.2 Necessary Actions**

~~Necessary Actions:~~ ~~both~~ 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.

Revised June 1, 2020

### **B.21.3 Accommodations**

~~the~~ 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.

Revised June 1, 2020

### **B.21.4 Disciplinary Action**

~~Disciplinary action: violation~~ 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.

Revised June 1, 2020

#### 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.~~

Reviewed June 1, 2020

### **B.222 Safety**

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.

*Reviewed June 1, 2020*

### **B.22.1 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 shall, as soon as possible after such event, contact the College Police, Campus Vice President for Student Affairs, Campus President and Chief Academic Officer, or any other College personnel. 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.

*Adopted June 1, 2020*

### **B.22.2 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, as defined in Administrative Procedures. 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.

*Adopted June 1, 2020*

### **B.22.3 College Police and Security Personnel**

The Board of Trustees has the power and authority delegated to the Chancellor or their designee, 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 Missouri Department of Public Safety that the Police Officers are eligible to be employed as Peace Officers. In addition, the Board of Trustees delegates power and authority to the Chancellor or their designee, to employ security personnel who may carry firearms while on duty, provided they are properly licensed.

Adopted June 1, 2020

### **B.233 District Wide Tobacco Ban**

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 or vaping devices is prohibited on all College property and in all eCollege vehicles. There will be no designated smoking areas within the property boundary. Violators may receive disciplinary action.

*Revised June 1, 2020*

### **B.244 Firearms on College Property**

Except for licensed police officers, no person shall possess or carry any firearm, visible or concealed, on any 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 Sstatute 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~~activity.

*Reviewed June 1, 2020*

### **B.255 Use of Social Security Numbers**

~~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, as outlined in Administrative Procedures.

*Revised June 1, 2020*

### **B.266 Instructional Resources Records Confidentiality**

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.

*Reviewed June 1, 2020*

## **B.277 Care of Payment Card Information**

~~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.

*Revised June 1, 2020*

## **B.288 Granting of Honorary Degrees and Trustee Service Awards**

~~<<<INSERT LANGUAGE>>~~

### **B.288.1 General Guidelines – Honorary Degrees**

- The authority to award honorary degrees rests with the Board of Trustees. The College shall grant no more than one (1) honorary degree to an individual in his/her/their 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, t~~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 (1) recipient will be recognized each year, but may not occur every year.

- Once the Board of Trustees 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 absentia unless specifically recommended by the Committee and approved by the Chancellor and ~~Chairman of the Board~~ Chair-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;~~ College;
  - 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 Board of Trustees~~, faculty, or staff for career distinction achieved at the College unless retired from the College for three (3) years nor to political officials unless retired from political life.

*Reviewed/Adopted June 1, 2020*

**B.28.2 Trustee B.28.2 Trustee Service Awards**

- Each year, the Board of Trustees 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, a~~Any sitting Board of Trustee member 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 of Trustees~~ Board of Trustees for consideration at its next regularly scheduled Board meeting. Award recipients shall be determined by a unanimous vote of the Board of Trustees.
  - The Chancellor shall notify the honorees on behalf of the Board of Trustees. The Award(s) may be presented at a ~~monthly regularly scheduled~~ Board of Trustees meeting or whenever the Board of Trustees deems appropriate.
  - The “Trustees’ Service Award” will consist of an appropriate resolution/certificate signed by sitting Board of Trustees and the Chancellor, and sealed and certified by the Board Secretary.

*Revised-Adopted June 1, 2020*

## **B GENERAL ADMINISTRATION**

### **B.1 Chancellor**

The Chancellor is the Chief Executive and Administrative Officer for the Board of Trustees. Subject to Board of Trustees 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 of Trustees.

*Revised June 1, 2020*

### **B.2 Officers of the College**

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 Chief Information Officer.

*Revised June 1, 2020*

### **B.3 Temporary Delegation of Responsibility**

The Chancellor may designate any officer to carry out their duties during a temporary absence of less than 30 days. If no such designation is made in writing to the Board of Trustees or Board Chair, the Vice Chancellor for Academic Affairs will assume the Chancellor's duties in their 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 of Trustees meetings, the Board of Trustees will appoint a temporary replacement.

*Reviewed June 1, 2020*

### **B.4 Internal Governance**

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

*Reviewed June 1, 2020*

## **B.5 College Calendars**

The College shall have an operational calendar and an academic calendar.

*Adopted June 1, 2020*

### **B.5.1 College Operational Calendar**

Annually, the Board of Trustees will approve the College operational calendar to define holidays and work-related schedules. Educational and support services may be provided seven (7) 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.

*Reviewed June 1, 2020*

### **B.5.2 Academic Calendar**

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

*Reviewed June 1, 2020*

## **B.6 Board Policy and Administrative Procedures**

The official record of the Board 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 and Administrative Procedures will be kept on the College's website. Notification of revisions to Board Policy or Administrative Procedures will be communicated via e-mail to all faculty and staff.

*Reviewed June 1, 2020*

### **B.6.1 Board Policy and Administrative Procedures Review**

To avoid obsolescence of the Board Policy and Administrative Procedures, the College will engage in a complete review on a rotating basis, as follows:

- Sections A, B, and C                      Every year ending in 1, 4, or 7
- Sections D, E, F, and G                Every year ending in 2, 5, or 8
- Sections H, I, and J                      Every year ending in 3, 6, or 9

*Revised June 1, 2020*

## **B.7 External Funding**

The College will seek external funds for the benefit of College priorities as outlined in Administrative Procedures. All grants and donations having a value in excess of \$10,000 must be submitted to the Board of Trustees for approval at the next regularly scheduled Board of Trustees Board meeting.

*Reviewed June 1, 2020*

### **B.7.1 Corporate Sponsorship**

St. Louis Community College, recognizing the benefit of sponsorships, advertisements, and gifts, supports the consideration of such opportunities that will enhance its mission, vision, values, and strategic plan.

*Reviewed June 1, 2020*

## **B.8 Freedom of Expression**

### **B.8.1 Academic Freedom**

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. While recognizing this freedom, the College expects that classroom (both in-person and online) discussions shall relate to the subject matter of the course. However, the College will not condone student or faculty actions, which deprive other students, employees, or visitors of their rights.

*Revised June 1, 2020*

### **B.8.2 Right to Free Expression**

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.

*Reviewed June 1, 2020*

## **B.9 Non-discrimination as Related to Admissions, Educational Programs, Activities and Employment**

St. Louis Community College is committed to creating inclusive, welcoming, and respectful learning and working environments focused on the needs of our diverse communities. The College does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, and any other status protected by applicable state or federal law. The College's Nondiscrimination policies apply to any phase of its employment process, any phase of its admission, or financial aid programs, and all of its educational programs or activities.

This is in accordance with Section 504 of the Rehabilitation Act, Titles II and III of the Americans with Disabilities Act (ADA), Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act (ADEA), the Genetic Information Notification Act (GINA), the Uniformed Services Employment and Reemployment Rights Act (USERRA), and any amendments thereto.

*Revised June 1, 2020*

## **B.10 Americans with Disabilities Act and Rehabilitation Act of 1973**

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.

*Revised June 1, 2020*

## **B.11 Compliance and Employee Responsibility**

### **B.11.1 Equity Compliance**

The College shall designate an individual to coordinate the College's compliance with non-discrimination requirements.

*Adopted June 1, 2020*

### **B.11.2 Employee Responsibility**

All College employees are responsible for maintaining an educational and work environment that is free from discrimination and harassment. Accordingly, College employees who observe behavior that may constitute discrimination or harassment or who receive reports or are notified of potential discrimination or harassment from another member of the College community are required to immediately notify as outlined in Administrative Procedures.

*Adopted June 1, 2020*

### **B.11.3 Complaints of Discrimination or Harassment**

The College shall have a process through which individuals may raise complaints of discrimination or harassment, concerns regarding any alleged discriminatory or harassing act or occurrence, or potential violations of the College's discrimination and harassment policies.

*Adopted June 1, 2020*

## **B.12 Equal Employment Policy and Affirmative Action Commitment**

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.

*Revised June 1, 2020*

### **B.12.1 Affirmative Action Commitment**

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, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, and any other status protected by applicable state or federal law.. 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 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.

*Revised June 1, 2020*

### **B.13 Sexual Misconduct**

St. Louis Community College is committed to providing an academic and work environment that is free from sexual misconduct, including 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 makes a sexual misconduct complaint may obtain redress through Administrative Procedures of the College. The College will respond to all complaints promptly and in an equitable manner.

Information regarding complaints of sexual misconduct will be kept confidential to the extent possible. Retaliation against anyone who brings a complaint of sexual misconduct is prohibited.

*Revised June 1, 2020*

#### **B.13.1 Educational Programs**

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.

*Reviewed June 1, 2020*

### **B.13.2 Sanctions**

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.

*Revised June 1, 2020*

### **B.14 Civility Policy**

In an effort to maintain a safe workplace free of harassment and to promote a positive learning environment for students and staff, respectful and civil behavior is required on College property, in College-sponsored transportation, and at College-sponsored activities and events. All persons having business with the College including, but not limited to students, faculty, staff, Board of Trustees members, volunteers, visitors, and patrons shall treat one another with civility, courtesy, and respect. Abusive conduct shall be prohibited.

Abusive conduct shall be defined as any behaviors that are physically or verbally threatening, either overtly or implicitly, as well as behaviors that are coercive, intimidating, violent, or harassing. This conduct can be verbal, nonverbal, or physical conduct directed toward a College employee that, based on its severity, nature and frequency of occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwanted distress. A single act does not constitute abusive conduct.

Examples of abusive conduct include, but are not limited to: use of profanity; personally insulting remarks; attacks on a person's race, gender, gender identity or expression, national origin, religion, sexual orientation, or disability; and/or behaviors that are disruptive to the College and work environment, including College events.

Such interactions could occur in, but are not limited to: telephone or text conversations; voice mail messages; face-to-face conversations; written letters; e-mail communications; or on College social media.

Any abusive conduct shall be reported immediately to the appropriate College personnel. A record will be made of any alleged incident and any action taken. Confidentiality will be observed when possible and appropriate to protect the complainant and the alleged offending person. Making false reports of abusive conduct shall be strictly prohibited.

Patrons and members of the general public may be subject to College and/or campus action including prohibition or restriction of future contact and limitations

on access to functions, activities, or College property. Retaliation against a person who reports a claim of uncivil behavior is prohibited.

*Adopted June 1, 2020*

## **B.15 Universal Precautions**

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.

*Reviewed June 1, 2020*

## **B.16 Code of Ethics**

### **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 College officials and employees of private financial or other interests in matters affecting the College.

*Reviewed June 1, 2020*

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

All 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.

*Reviewed June 1, 2020*

### **B.16.3 Disclosure Reports**

The Chancellor, Vice Chancellors, General Counsel, and others as outlined in Administrative Procedures 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, Vice Chancellor for Finance and Administration, and others as outlined in Administrative Procedures also will disclose by May 1, for the previous calendar year the following information:
  - a. The name and address of each of their employers from whom income of \$1,000 or more was received during the year covered by the statement;
  - b. The name and address of each sole proprietorship that they owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which they were a partner or participant;
  - c. 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;
  - d. The name, address and general nature of the business conducted of any closely held corporation or limited partnership in which they owned 10 percent or more of any class of the outstanding stock or limited partnership units;
  - e. The name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which they owned 2 percent or more of any class of outstanding stock, limited partnership units or other equity interests;
  - f. The name and address of each corporation for which they served in the capacity of a director, officer or receiver.

*Revised June 1, 2020*

#### **B.16.4 Filing of Reports**

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 Board Policy 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.

*Reviewed June 1, 2020*

#### **B.16.5 Reaffirmation of Policy**

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.

*Reviewed June 1, 2020*

#### **B.17 Expenditure of College Funds**

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

*Reviewed June 1, 2020*

#### **B.18 Interns**

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 of Trustees approval is required where remuneration is involved.

*Reviewed June 1, 2020*

#### **B.19 Prohibition of Corporal Punishment, Abuse, or Neglect to Children**

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.

*Reviewed June 1, 2020*

## **B.20 Outcomes Assessment**

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

*Reviewed June 1, 2020*

## **B.21 Consensual and Familial Relationships Policy**

### **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 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 their spouse, grandchild or their spouse, uncle or aunt, uncle or aunt of spouse, first cousin or any relative living in the immediate household.

*Revised June 1, 2020*

### **B.21.1 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.

*Revised June 1, 2020*

### **B.21.2 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.

*Revised June 1, 2020*

### **B.21.3 Accommodations**

The College 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.

*Revised June 1, 2020*

### **B.21.4 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.

*Revised June 1, 2020*

## **B.22 Safety**

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.

*Reviewed June 1, 2020*

### **B.22.1 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 shall, as soon as possible after such event, contact the College Police, Campus Vice President for Student Affairs, Campus President and Chief Academic Officer, or any other College personnel. 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.

*Adopted June 1, 2020*

### **B.22.2 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, as defined in Administrative Procedures. 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.

*Adopted June 1, 2020*

### **B.22.3 College Police and Security Personnel**

The Board of Trustees has the power and authority delegated to the Chancellor or their designee, 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 Missouri Department of Public Safety that the Police Officers are eligible to be employed as Peace Officers. In addition, the Board of Trustees delegates power and authority to the Chancellor or their designee, to employ security personnel who may carry firearms while on duty, provided they are properly licensed.

*Adopted June 1, 2020*

### **B.23 District Wide Tobacco Ban**

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 or vaping 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.

*Revised June 1, 2020*

### **B.24 Firearms on College Property**

Except for licensed police officers, no person shall possess or carry any firearm, visible or concealed, on any College property in any College 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 activity.

*Reviewed June 1, 2020*

### **B.25 Use of Social Security Numbers**

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, as outlined in Administrative Procedures.

*Revised June 1, 2020*

### **B.26 Instructional Resources Records Confidentiality**

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 Board Policy. All personnel who need access to such information in the course of their employment are required to maintain the confidentiality of this information.

*Reviewed June 1, 2020*

### **B.27 Care of Payment Card Information**

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.

*Revised June 1, 2020*

## **B.28 Granting of Honorary Degrees and Trustee Service Awards**

### **B.28.1 Honorary Degrees**

- The authority to award honorary degrees rests with the Board of Trustees. The College shall grant no more than one (1) honorary degree to an individual in their lifetime. A record of previous honorary degree recipients, along with any other consideration, shall be maintained by the Board Secretary.
- The Chancellor will forward the name or names of viable nominees to the Board of Trustees for approval. Typically, one (1) recipient will be recognized each year, but may not occur every year.
- Once the Board of Trustees 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 absentia unless specifically recommended by the Committee and approved by the Chancellor and Board Chair. 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, 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 College;
  - 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 Board of Trustees, faculty, or staff for career distinction achieved at the

College unless retired from the College for three (3) years nor to political officials unless retired from political life.

*Adopted June 1, 2020*

### **B.28.2 Trustee Service Awards**

- Each year, the Board of Trustees 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:
  - Any sitting Board of Trustee member 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 of Trustees for consideration at its next regularly scheduled Board meeting. Award recipients shall be determined by a unanimous vote of the Board of Trustees.
  - The Chancellor shall notify the honorees on behalf of the Board of Trustees. The Award(s) may be presented at a regularly scheduled Board of Trustees meeting or whenever the Board of Trustees deems appropriate.
  - The “Trustees’ Service Award” will consist of an appropriate resolution/certificate signed by sitting Board of Trustees and the Chancellor, and sealed and certified by the Board Secretary.

*Adopted June 1, 2020*

## C ALL COLLEGE EMPLOYEES

~~To the extent that a Board Policy specifically conflicts with a provision or term within the applicable bargaining unit Resolution, then the applicable bargaining unit Resolution controls. Provisions regarding specific employee groups may be found in the applicable bargaining unit Resolution. -To the extent that a Board Policy specifically conflicts with a provision or term within the applicable bargaining unit Resolution, then the applicable bargaining unit Resolution controls.~~

~~(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

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.

*Reviewed June 1, 2020*

### C.2 Enforcement of Board Policy, Administrative Procedures, and Department Standards and Guidelines

The ~~p~~Policies of the Board of Trustees ~~and~~, the College's ~~A~~Aadministrative ~~p~~Procedures, ~~and Department Standards and Guidelines~~ 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 ~~P~~Policies, ~~A~~Aadministrative ~~P~~Procedures, ~~or Department Standards and Guidelines~~, will be a cause for disciplinary action, including, but not limited to, termination of employment and of contracts of employment.

*Revised June 1, 2020*

### C.3 Wage and Salary Administration

The salary and fringe benefits provided by the College to its employees are for the purpose of ~~obtaining~~attracting, 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 does not provide compensatory time, as that term is defined by the Fair Labor Standards Act, to employees.

The College will maintain a position evaluation system to provide a rational, consistent method for determining appropriate compensation for College jobs.

*Reviewed June 1, 2020*

#### **C.4 General Grievance Procedure**

{This procedure is not applicable to employees who have another grievance procedure available to them.}

The College recognizes, pursuant to Board ~~P~~olicy, 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 ~~Board College p~~Policy or ~~Administrative p~~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 Board policy~~Policy, ~~Administrative p~~Procedure, ~~D~~department ~~guidelines~~ and ~~s~~Standard and Guidelines, 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.

*Revised June 1, 2020*

#### **C.5 Conflict of Interest**

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 [Board 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 [directly](#) to students of books, instruments, lecture notes, or similar materials. [Except as allowed under the Board's Policy titled "Property Rights - Ownership and Control."](#)

Employees who violate this [Board 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](#) [grieve an adverse decision](#) [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 [by June 30](#), in writing that they have received, read and understand the provisions of this [Board Policy](#), including the potential disciplinary action for violation of ~~the~~ [policy](#) [Board Policies](#).

*Revised June 1, 2020*

## **C.6 Outside Employment for Full-time Employees**

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/their](#) assigned duties; or
- diminish the employee's efficiency or attention in performing [his/her/their](#) 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 [to the employee's supervisor](#) before beginning such employment [and as outlined in Administrative Procedures](#).

Full-time outside employment during the normal employment year will be deemed in conflict with Board [Policy](#).

This [Board Policy](#) will not apply to outside employment undertaken by a full-time employee during vacation periods, [providing provided](#) such employment does not constitute a conflict of interest.

*Revised June 1, 2020*

## **C.7 Employment of Members of the Same Family**

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. [In addition, College employees may not directly supervise 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/their](#) spouse, grandchild or [his/her/their](#) spouse, uncle or aunt, uncle or aunt of spouse, first cousin or any relative living in the immediate household.

*Revised June 1, 2020*

### **C.8 Reimbursement for Permissible [Travel](#) Expenditures**

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](#).

[The College is tax exempt and will not pay Missouri sales or use tax to any vendor or reimburse an employee or Board of Trustees member for Missouri sales or use tax unless such sales or use tax is de minimis meaning its value is five \(5\) dollars or less.](#)

~~[Annual reports on the travel of College officers and the members of the Board of Trustees will be submitted to the Board.](#)~~

*Revised June 1, 2020*

### **C.9 Property Rights - Ownership and Control**

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 ~~polices and~~ [Administrative 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.

*Reviewed June 1, 2020*

### **C.10 Proper Use of College Resources, Reporting of Fraudulent Use**

St. Louis Community College (~~STLCC~~) is committed to the highest possible ethical standards and ~~we~~ encourages everyone associated with ~~our~~the College to commit to acting in the best interest of ~~our~~the 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~~ Violation of this policy ~~may~~will result in disciplinary action up to and including ~~be sufficient cause for~~ termination of employment.

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~~an employee believes 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~~The College 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.

*Revised June 1, 2020*

### **C.10.1 Cellular Phones**

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.

*Revised May 1, 2020*

### **C.10.12 Procurement Card <MOVE TO H>**

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

Designated College employees and Board of Trustees members who complete and sign annually the STLCC College's 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. All employees and Board of Trustees members issued a procurement card shall take all reasonable measures to protect against damage, loss, theft or misuse. Any damage, loss, theft, or misuse of the procurement cards must be reported to Finance department immediately. Procurement cards shall not be used to purchase unauthorized items or items that do not benefit the College. Only the authorized employee or Board of Trustees member to whom the card is issued may use the procurement card.

Examples of inappropriate expenditures using procurement cards include, but are not limited to:

- Personal items.
- Cash advances.
- Alcoholic beverages.
- Tobacco products.
- Leaving a gratuity that exceeds 20 percent.
- Missouri Sales Tax.

~~Itemized receipts are required for all purchases on a procurement card. In rare circumstances, if an itemized receipt is not available, a signed document may be used a substitute for purchases under \$100. Any employee or Board of Trustees member who does not provide required documentation shall reimburse the College.~~

~~The College is tax exempt and will not pay Missouri sales or use tax to any vendor and an employee or Board of Trustees member charged Missouri sales or use tax shall reimburse the College such amount unless such sales or use tax is de minimis meaning its value is five (5) dollars or less. Non-business expenses or misuse of the card is a personal liability that may result in disciplinary action up to and including termination.~~

~~Revised June 1, 2020~~

### **C.11 Solicitation of Donations**

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

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

~~Revised June 1, 2020~~

### **C.12 Employee Representation**

~~a. Subject to Missouri law, the Board of Trustees recognizes the importance of maintaining ongoing positive relations with employees ~~and consulting with employees~~ when making decisions regarding salary and other conditions of employment. ~~grants to its employees all appropriate rights and privileges to affect their wages, hours and working conditions.~~~~

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.

~~Revised June 1, 2020~~

#### **C.12.1 Choosing a Representative**

Missouri Public Sector Labor Law Employees:

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).

Employees Not Covered by the Missouri Public Sector Labor Law:

• 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 set forth in policy C.12.1 “Choosing a Representative”. Administrative Procedures.

~~Reviewed June 1, 2020 Unless otherwise required by law, the College will use only the following process to recognize a union or labor organization to represent College employees that are excluded from the coverage of the Missouri Public Sector Labor Law 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 that are excluded from the coverage of the Missouri Public Sector Labor Law 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 a showing of interest which consists of 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 of the showing of interest 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 “Dd. Other Interested Organizations” below.~~

#### B. Support Showing of Interest by at least Thirty Percent of Employees

~~The chancellor/designee and the contact person for the organization seeking recognition will then identify and designate an appropriate neutral third person or entity (“neutral party”) mutually acceptable person (the “neutral party”) to review the petition and confirm that it is supported by a showing of interest 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 and signatures of all College employees within the definition of the proposed bargaining unit for verification.~~

~~The envelope labeled “signatures in support of petition” containing the signatures in support of the showing of interest 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 chancellor/designee and the neutral party will have up to 310 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 valid, timely 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 to support the showing of interest 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 suggested 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 proposed unit sought by the organization seeking recognition is an appropriate bargaining unit, and if not, whether some other unit including the chancellor/designee's suggestion 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 a bargaining unit other than the proposed 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 new definition of the revised proposed unit so that the neutral party can determine if whether signatures from at least 30 percent of the employees in the revised unit were obtained, as described in section Bb., "Support Showing of Interest 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 30 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 a showing of interest in favor of 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(s) that notices for meetings of the board meetings of trustees 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 other 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 a showing of interest containing valid, timely 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 valid, 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 Board of Trustees may receive recommendations from the chancellor/designee, and from the contact person for the labor union(s) and organization(s) that will appear on the ballot, regarding appropriate wording and order of choices to appear on the ballot. At the time the date for the election is set, the Board of Trustees will also approve the language to appear on the ballot. All approved ballots must include an option under which an employee may vote "No" or for "No Representation" i.e., a vote not to be represented by any labor union or organization for collective bargaining.~~

~~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 meetings of the board of trustees 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 or the Chancellor/designee 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 Board may also select an outside third person or entity to perform these election functions.~~

~~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.~~

#### 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 Board-appointed College employees who do not belong to the proposed bargaining unit, nor to any labor union or organization listed on the ballot, or the outside third person mentioned in section E. "Ballot and Election Procedures", and will be done in the presence of the designated observers selected by the chancellor/designee and the organization(s) listed on the ballot. 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. The Board's decision will be final.~~

~~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 an organization or entity seeking representation and appearing on the ballot does not receive the required number of votes, as set forth above, then the organization or entity will not become the selected bargaining representative for the bargaining unit.

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 [more votes, but still does not receive the required number of votes, as set forth above](#). 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. “Ballot and Election Procedures”](#) 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 [the required number of votes, as set forth above](#) 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 [gH. “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. Challenged Ballots and Objections to Election Results

~~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.~~

### HG. Runoff Election

~~If a runoff election is necessary, 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. "Ballot and Election Procedures" 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.~~

### HI. Election Bar

~~Once the result of 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.~~

### IJ. Petition for Change of Representative or to De-Certify a 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 HI., "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 a 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 or de-certification 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 a showing of interest consisting of 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 of the showing of interest should be submitted in a separate sealed envelope, labeled "signatures in support of petition."~~

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.

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 of the Board of Trustees 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 an appropriate neutral third person or entity 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 and timeliness 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 (or for de-

~~certification) 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.~~

#### ~~KJ. Election Expenses~~

~~All actual expenses of the election will be divided evenly between the College and the organizations(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.12.2 Negotiations, Mandatory Provisions, Ratification

#### General:

Negotiations with labor organizations shall be conducted in accordance with applicable state and federal laws. The Board of Trustees and its representatives will engage in respectful good faith negotiations with employee representatives. It is essential that collective bargaining negotiations do not disrupt College operations, nor negatively impact the educational environment. The ultimate goal of all such negotiations is to secure the services necessary to deliver excellent education to the College's students, in an appropriate educational environment based on a sound, realistic budget.

The Board of Trustees recognizes that the legal obligation to collectively bargain does not compel either the College or employee representatives to agree to a proposal or to make a concession. Board Policies and Administrative Procedures will govern in the absence of a binding agreement, when the agreement does not address an issue, or when an agreement expires and a new agreement is not reached.

#### College Negotiation Team:

The Board of Trustees Liaisons will designate one (1) or more persons to serve as the College's bargaining representative(s) during negotiations with employee representatives. Members of the designated bargaining team may include

members of the College administration, an attorney, professional negotiator, or other qualified person.

The College negotiation team shall conduct negotiations only as directed by the Board of Trustees. Individual Board of Trustees members shall not negotiate privately with representatives of any employee bargaining unit outside of the official College designated bargaining team.

The Board of Trustees recognizes that effective negotiations may require input from other members of the College or outside resources. Accordingly, the College negotiation team is authorized to consult with administrators, employees, and outside consultants.

#### *Preparing for Negotiations:*

Careful preparation for negotiations is essential to ensure that any agreement reached is consistent with the goals of the College, and that the College is financially capable of compliance. The College negotiation team will meet with the Board of Trustees Liaisons prior to negotiations to discuss goals, objectives, and parameters for the negotiations. Meetings, records, and votes of negotiation preparation will be closed in accordance with law.

#### *Initiation of Negotiations:*

The parties will follow the timelines for initiation of negotiations set forth in any collectively bargained agreement. If the employee representative(s) and the College have not established an alternative timeline, the employee representative(s) shall notify the College in writing of any issues for negotiation no later than [October 31](#) of the academic year in which negotiations will occur. The notice must reasonably specify the item(s) the employee representative(s) desires to negotiate ~~and reasonably explain how the suggested change will positively benefit the educational goals of the College.~~ Failure to meet these notice requirements will preclude the issue from negotiation unless both parties agree otherwise.

#### *Negotiation Schedule:*

The parties will follow the timelines for initiation of negotiations set forth in any collectively bargained agreement. If the employee representative(s) and the College have not agreed to an alternative timeline, negotiations will begin no earlier than [March 15](#) and will conclude by June 1 of the academic year in which negotiations occur. If a tentative agreement is reached, it must be ratified

by all parties no later than June 30, to be included in the next fiscal year's budget.

### Conducting Negotiations:

Negotiation meetings will be scheduled at times to be the least disruptive to the normal business of the College. Unless otherwise approved by the Board of Trustees, negotiations will be held in College buildings and locations.

The College negotiation team will determine if the meeting may be closed in accordance with law. The chairperson of the negotiation team or designee will ensure such meetings are appropriately posted and that minutes are kept as required by law. In addition, the chairperson or designee will keep a written record of all proposals, counter-proposals, concessions and draft agreements.

~~Negotiations with labor organizations shall be conducted in accordance with applicable state and federal laws. Where applicable, final agreements between the College and labor organizations must include the provisions required by Section 105.585, RSMo (2000). Final agreements shall be ratified in a manner consistent with the Missouri Public Sector Labor Law, Section 105.500, et seq., RSMo (2000).~~

Revised/Adopted June 1, 2020

### **C.12.3 Mandatory Provisions and Scope of Agreement**

Agreements negotiated between the College and labor organizations may cover wages, benefits, and other terms and conditions of employment. Where applicable, final agreements between the College and labor organizations must include the provisions required by Section 105.585, RSMo (2000). Additionally, all agreements must state a fixed term or duration.

Adopted June 1, 2020

### **C.12.4 Ratification**

Any tentative agreements reached will be reduced to writing and initialed by the agents of the respective negotiating teams. Completed agreements reached between the representatives of the parties will be tentative until ratified by the Board of Trustees in a manner consistent with the Missouri Public Sector Labor Law, Section 105.500, et seq., RSMo., and any other applicable law

Once an agreement is ratified as provided by Board Policy and applicable law, the agreement is considered inclusive and complete.

Adopted June 1, 2020

### **C.13 Copyright**

~~Where required by law, a~~All employees must comply with federal copyright laws when reproducing ~~have appropriate permission to reproduce or performing~~ copyrighted works ~~before the use of such work for College purposes.~~

*Reviewed June 1, 2020*

### **C.14 Staff Exchanges**

~~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.~~

*Revised May 1, 2020*

### **C.14.5 Representing the College**

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 of Trustees approval.

*Revised June 1, 2020*

### **C.15.1 Attendance at Official Functions**

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

*Reviewed June 1, 2020*

### **C.16 Staff Development**

The College will seek to maintain an effective staff development program to further the College's mission, vision, values, and/or strategic plan.

*Reviewed June 1, 2020*

### **C.17 Conference Attendance**

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

*Revised June 1, 2020*

## **C.18 ~~Controlled Substances~~ Drug & Alcohol Abuse Prevention**

In compliance with the Drug-Free Schools and Communities Act and the Drug-Free Workplace Act, the College is committed to providing a positive and healthy environment for students and employees. Accordingly, tThe unlawful manufacture, distribution, dispensation, possession, sale, or use of a-illicit drugs, controlled substances, or alcohol is prohibited on College premises. Possession of drug paraphernalia is also prohibited. StudentsEmployees found to have violated this prohibition shall be subject to disciplinary action that may include a verbal or written warning, community service, academic probation, suspension, or expulsion. The College may also require referrals for appropriate counseling or to local law enforcement for prosecution for serious violations. Any employee found to have violated this prohibition ~~will~~ shall be subject to disciplinary action, up to and including immediate termination, in addition to criminal penalties, which may be imposed by appropriate authorities, and possible forfeiture of benefits or compensation otherwise payable to the employee pursuant to the Missouri Worker's Compensation laws. 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.

*Revised June 1, 2020*

## **C.19 Employee Evaluation**

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.

Supervisory employees will meet with employees they supervise on a regular basis to provide feedback on the employee's performance, particularly as it relates to any areas of concern.

All employees, except those who are retiring, will be evaluated annually and provided their final evaluation by June 30 of each year, unless otherwise stipulated under a Board of Trustees approved agreement.

*Revised June 1, 2020*

## **C.20 Confidentiality of Personnel Files**

One official master personnel file on each active employee will be maintained ~~at the Corporate College~~ by the College's 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 College's 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.

*Revised June 1, 2020*

## EMPLOYEE BENEFITS

### **C.21 Employee Leaves~~Paid Leaves~~**

The College is committed to providing comprehensive benefit options and programs designed to meet the needs of the College's diverse employee population.

*Adopted June 1, 2020*

#### **C.21.1 Full-time 12-Month Administrative and Professional Employee Vacation**

Unless specified otherwise, officers, 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 [P](#)olicies and [A](#)administrative [p](#)rocedures and/or bargaining agreement provisions, will be paid [to](#) 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 and 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.

*Revised June 1, 2020*

### **C.21.2 Benefit in Lieu of Vacation — 36-Week Professional Employees**

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.

*Revised June 1, 2020*

### **C.21.3 Non-unit Classified Office and Technical Employee Vacation**

~~Vacation~~ time [for Non-Exempt employees](#) 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 in good standing after one or more years of service~~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 ~~and~~ 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.

*Revised June 1, 2020*

#### **C.21.4 Medical Leave**

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 and /~~P~~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, as of the last payroll reporting date in September. 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/they are is compelled to be absent from duty due to temporary medical disability, illness or injury of a member of his/her/their 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, grandchild, or any relative living in the immediate household.

All full-time administrative and /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. The Chancellor may recommend to the Board of Trustees for action to extend an unpaid leave for up to one year.

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.

All employees must exhaust all paid leave prior to requesting unpaid leave.

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

*Revised June 1, 2020*

### **C.21.5 Personal Leave**

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

Administrative ~~and Professional~~ and ~~Non-Unit Classified~~ 52-week employees may use up to four (4) 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 (1) additional day per fiscal year for personal reasons.

Personal leave is deducted from accrued medical leave.

*Revised June 1, 2020*

### **C.21.6 Family and Medical Leave Act of 1993**

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:~~

- The birth and first-year care of the employee's child;
- The adoption or foster placement of a child in the employee's home;
- A serious health condition of the employee that makes the employee unable to perform one or more of the essential functions of his or her job or the serious health condition of the employee's spouse, child or parent; or
- A qualifying exigency arising out of the fact that the spouse, child or parent of the employee is on covered active duty, or has been notified of an impending call or order to covered active duty, in the Armed Forces. The amount of leave available for a particular type of qualifying exigency may be limited by law.

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 medical, vacation and personal leave. The term substitute means that the paid leave accrued by the employee and provided by the College will run concurrently with the unpaid FMLA 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/they are-is able to perform the duties of his/her/their 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.~~

*Revised June 1, 2020*

### **C.21.7 Military Leave**

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.

*Reviewed June 1, 2020*

### **C.21.8 Bereavement Leave**

Full-time employees will be entitled to ~~four~~five (5) 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~~five (5) days of leave without loss of pay at the time of death of a current daughter-in-law, or 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~~five (5) days with full pay if the bereavement occurs during those weeks in which they are scheduled to work.

[The Chancellor has the discretion to provide additional days for Bereavement Leave in extenuating circumstances.](#)

*Revised June 1, 2020*

### **C.21.9 Absence for Jury Duty**

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~~they will suffer no loss of pay from the College for ~~his/her~~their necessary absence from ~~his/her~~their 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.

*Reviewed June 1, 2020*

### **C.21.10 Professional Development Leaves — Administrative and ~~Professional~~ -Employees**

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 [Cehancellor](#). The annual number of such leaves may be limited by the [Cehancellor](#).

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 (6) 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 [and](#) professional staff employed at the start of the current fiscal year. Unless unusual circumstances exist, the Board of Trustees will consider the [Cehancellor'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 [Cehancellor'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.

*Revised June 1, 2020*

### **C.21.11 Parental Leave**

Full-time employees who have worked for the College for at least six (6) months are entitled to receive up to six (6) weeks of absence without loss of pay for the birth or adoption of the employee's child. In the case of birth, the leave must be taken in the first six (6) months after birth; in the case of adoption, the leave must be taken in the first six (6) months following adoption by the employee. -Parental Leave must be taken consecutively. Employees may use this Board Policy for subsequent births or adoptions so long as the subsequent leave begins twelve months after the last day of prior Parental Leave. Individuals who adopt a spouse or partner's child(ren) are not eligible for this benefit.

Leave taken pursuant to this Board Policy counts towards the parent's available leave under the Family and Medical Leave Act.

*Adopted June 1, 2020*

### **C.22 Unpaid Leaves**

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~~ six (6) consecutive weeks must be approved by the Board of Trustees. Unpaid leaves normally will not exceed one year in duration for administrative and professional employees or 90 days for non-probationary, non-unit classified employees. In case of emergency, the Board of Trustees may

consider requests for longer periods from administrative/ [and](#) professional employees who have completed three or more years of continuous service. The Board [of Trustees](#) may consider requests from non-probationary, non-unit classified employees for an extension of up to one [\(1\)](#) year.

*Revised June 1, 2020*

### **C.22.1 Military Leave**

In addition to the limited paid military leave authorized by Board [P](#)olicy, 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 [and at the salary schedule](#) ~~in~~at 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/their](#) 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.

*Revised June 1, 2020*

### **C.22.2 Fringe Benefits During Unpaid Leave**

During an unpaid leave the fringe benefit program may be continued in accordance with ~~Board Policy~~ [College policy](#) and [Administrative P](#)rocedures and state and federal mandates in effect at the time of the leave.

*Revised June 1, 2020*

### **C.22.3 Return from [Unpaid](#) Leave**

Employees returning from an unpaid leave, other than for military 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.

*Revised June 1, 2020*

## **C.23 Educational Benefits for Employees and Employees' Families**

### **C.23.1 Maintenance Fee Waiver Program**

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 ten (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.

*Revised June 1, 2020*

### **C.23.2 Tuition Reimbursement Program**

All full-time Classified, Administrative, Professional, and Physical Plant employees are eligible to apply for tuition reimbursement if the employee has at least six (6)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 Communitythe College and to allow employees to further their education beyond what is offered at St. Louis Community the College. This includes:

Degree Program Courses Credit courses that are part of a declared program of study for a BachelorsBachelor's 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 reimbursement of 75 up to six (6) credits hours per semester percent of tuition paid based on no more than 75 percent of up to 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.

*Revised June 1, 2020*

## **C.24 Retirement System**

### **C.24.1 Public School Retirement System of Missouri**

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 positions](#) to the Public School Retirement System of Missouri.

*Reviewed June 1, 2020*

### **C.24.2 Non-certificated Employees Retirement Plan**

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

*Reviewed June 1, 2020*

### **C.24.3 Retirement Privileges - Emeritus Staff**

Emeritus staff are those employees who have retired after [ten \(10\)](#) 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.

*Reviewed June 1, 2020*

### **C.25 Mandatory Retirement**

~~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.~~

~~*Deleted April 1, 2020*~~

### **C.25 Progressive Discipline**

The College will normally utilize the concept of progressive disciplinary action when addressing infractions and/or performance issues of non-probationary employees. However, depending on the seriousness of the infraction as determined by the College in its sole discretion, disciplinary steps may be bypassed and immediate written reprimand, suspension, or dismissal may result.

Probationary employees do not have the right to appeal dismissal.

*Adopted June 1, 2020*

### **C.26 Holidays**

The College allows 11 holidays annually. Holidays include: ~~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 ~~and~~ /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~~ ensuring all administrative and classified employees 11 annual holidays.

*Reviewed June 1, 2020*

### **C.26.1 Thirty-~~s~~Six-~~W~~Week Employees**

Professional employees covered by a 36-~~w~~week contract will be permitted holiday pay for a maximum of nine days per calendar year. Holiday pay will be granted a 36-~~w~~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.

*Revised June 1, 2020*

### **C.26.2 Full-time 52-Week Classified Employees**

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.

*Reviewed June 1, 2020*

### **C.27 Group Insurance Program**

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, and other accident, critical illness, and hospital indemnity polices.

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 will provide ~~and an~~ employees with insurance plan options, including, at a minimum, a plan with ~~will~~ cost-share premium payments when an

employee enrolls in the medical, dental, vision, life/AD&D and long-term disability plans ~~as follows~~that contains the following criteria:

Employee only coverage: ~~\_\_\_\_\_~~ College pays 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 ten (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.

*Revised June 1, 2020*

### **C.28 Workers' Compensation**

The College provides Workers' Compensation benefits to eligible employees, in accordance with Missouri law.

*Adopted June 1, 2020*

#### **C.278.1 Transitional Work Program**

For a work-related injury, where practicable and appropriate, ~~St. Louis Community~~the 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~~they are-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.

*Revised June 1, 2020*

### **C.289 Dental Clinic Fees**

~~All full-time employees and their immediate families are eligible to receive a fifty (50%) percent reduction of dental fees in the College's Dental Clinic on the Forest Park campus.~~

~~Revised May 1, 2020~~

### **C.29 Employee Request for Payroll Deductions from Wages**

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 of Trustees-approved organizations and /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, so long as the written request for the payroll deduction complies with Missouri law;
- 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 and /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 and annuity.

~~Reviewed June 1, 2020~~

### **C.30 Employment**

This Associate Vice -Chancellor ~~for~~of Human Resources is responsible for the coordination of the recruiting and hiring process for all College vacancies.

Adopted June 1, 2020

### **C.30.1 Employee Contracts**

For employees who will receive contracts from the College, such contracts shall be approved by the Board of Trustees annually and who shall delegate execution of such contracts to the Board Chair. The decision to non-renew contracts of existing employees will be presented to the Board of Trustees for action in Executive Session no later than the April 1 of each year.

Adopted June 1, 2020

### **C.30.2 Employee's Job Descriptions**

The College shall establish and maintain written job descriptions for all employee positions.

Adopted June 1, 2020

### **C.30.3 Starting Date for Employees Employee Start Date**

The Board of Trustees will approve the first date of continuous employment of all full-time employees. For part-time employees who are subsequently hired full-time, their "starting date" for calculating employee benefits will be the date the employee is hired full-time.

Adopted June 1, 2020

### **C.30.4 Transfers**

Generally, position vacancies are filled on an open and competitive basis in accordance with established College employment procedures. The College, however, reserves the right to transfer a qualified employee to another position, department, campus, or site when it is deemed to be in the best interest of the College.

Adopted June 1, 2020

### **C.30.5 Moving Expenses**

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 22-18 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~~ require Board of Trustees ~~and the new employee approval~~.

~~Reviewed~~ Revised June 1, 2020

### **C.30.6 Termination of Benefit Contribution**

Upon separation from employment with the College, the College will cease to make contributions on behalf of the employee for all benefits, including insurance coverage (e.g., medical, dental, life, etc.) unless otherwise authorized under provisions of Board Policies or Administrative Procedures, or state or federal laws.

Adopted June 1, 2020

### **C. ~~30.7~~ Employee Contracts**

For employees who receive contracts from the College, such contracts shall be executed annually. The decision to non-renew contracts of existing employees will be presented to the Board of Trustees no later than the April Board of Trustees meeting.

Adopted June 1, 2020

### **C. ~~30.8~~ Employee's Job Descriptions**

The College shall establish and maintain written job descriptions for all employee positions.

### **C. ~~30.9~~ Employment**

This Associate Vice-Chancellor for Human Resources is responsible for the recruiting and hiring process for all College vacancies.

### **C. ~~30.10~~ Starting Date for Employees**

The Board of Trustees will approve the first date of continuous employment of all full-time employees. For part-time employees who are subsequently hired full-time, their "starting date" for calculating employee benefits will be the date the employee is hired.

## **C.—Transfers**

~~Generally, position vacancies are filled on an open and competitive basis in accordance with established College employment procedures. The College, however, reserves the right to transfer a qualified employee to another position, department, campus or site when it is deemed to be in the best interest of the College.~~

### **C.—.31 Operation of College Vehicles**

~~This Board Policy applies to all vehicles used in College business regardless of whether the vehicle is owned, leased, or rented by the College. Any vehicle used in the commission of College business may only be driven by a College employee. The employee shall maintain a valid driver's license with the appropriate licensure and endorsements where required, follow the driving laws of the state in which they are operating the vehicle, and shall follow all College-established safety and other procedures. The employee, shall immediately report any maintenance related issues, and shall also report any incidents or accidents immediately or as soon as reasonably possible.~~

~~*Adopted June 1, 2020*~~

### **C.—32 Financial Responsibility**

~~It is every employee's responsibility to be a good steward of the resources entrusted to the College and to make decisions in good faith which best serve the College. Employees are responsible for payment of their financial obligations to the College.~~

~~*Adopted June 1, 2020*~~

### **C.—33 Telephone Use**

The College Telecommunications Department shall be responsible to create, implement, and enforce the process for reviewing and analyzing phone usage annually to determine the College's actual requirements, choosing the appropriate service provider and appropriate services that align with the College's communication service requirements, and make any other changes or improvements as deemed necessary.

*Adopted June 1, 2020*

### **C.—34 Complaints from Students Concerning Employees**

The College recognizes that it is important for students to be given a safe and organized opportunity to voice any concerns or complaints they may have about any employee. Similarly, the College recognizes that it is important for employees to be treated fairly when a student makes a complaint about an employee. The College administration shall create an appropriate process – to include an appropriate framework and method – to resolve student complaints, as outlined in Administrative Procedures. The process shall be designed to maintain the integrity of the academic environment and to ensure the rights of the students in such matters are clearly defined and protected.

*Adopted June 1, 2020*

## **C ALL COLLEGE EMPLOYEES**

*Provisions regarding specific employee groups may be found in the applicable bargaining unit Resolution. To the extent that a Board Policy specifically conflicts with a provision or term within the applicable bargaining unit Resolution, then the applicable bargaining unit Resolution controls.*

### **C.1 Obligations of All Employees**

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 the College. All employees will conduct themselves in the discharge of their duties to reflect credit upon and to promote the interests of the College.

*Reviewed June 1, 2020*

### **C.2 Enforcement of Board Policy, Administrative Procedures, and Department Standards and Guidelines**

The Policies of the Board of Trustees, the College's Administrative Procedures, and Department Standards and Guidelines 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, Administrative Procedures, or Department Standards and Guidelines, will be a cause for disciplinary action, including, but not limited to, termination of employment and of contracts of employment.

*Revised June 1, 2020*

### **C.3 Wage and Salary Administration**

The salary and fringe benefits provided by the College to its employees are for the purpose of attracting, 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 does not provide compensatory time, as that term is defined by the Fair Labor Standards Act, to employees.

The College will maintain a position evaluation system to provide a rational, consistent method for determining appropriate compensation for College jobs.

*Reviewed June 1, 2020*

#### **C.4 General Grievance Procedure**

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 Board Policy or Administrative Procedure. Using the grievance procedure set forth in the designated 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 Board Policy, Administrative Procedure, Department Standard and Guideline, 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.

*Revised June 1, 2020*

#### **C.5 Conflict of Interest**

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 Board 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 directly to students of books, instruments, lecture notes, or similar materials.

Employees who violate this Board 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 grieve an adverse decision 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 by June 30, in writing that they have received, read and understand the provisions of this Board Policy, including the potential disciplinary action for violation of Board Policies.

*Revised June 1, 2020*

## **C.6 Outside Employment for Full-time Employees**

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 their assigned duties; or
- diminish the employee's efficiency or attention in performing their 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 to the employee's supervisor before beginning such employment and as outlined in Administrative Procedures.

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

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

*Revised June 1, 2020*

### **C.7 Employment of Members of the Same Family**

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. In addition, College employees may not directly supervise 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 their spouse, grandchild or their spouse, uncle or aunt, uncle or aunt of spouse, first cousin or any relative living in the immediate household.

*Revised June 1, 2020*

### **C.8 Reimbursement for Permissible Travel Expenditures**

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.

The College is tax exempt and shall not pay Missouri sales or use tax to any vendor or reimburse an employee or Board of Trustees member for Missouri sales or use tax unless such sales or use tax is de minimis meaning its value is five (5) dollars or less.

*Revised June 1, 2020*

### **C.9 Property Rights - Ownership and Control**

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 Administrative 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.

*Reviewed June 1, 2020*

### **C.10 Proper Use of College Resources, Reporting of Fraudulent Use**

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

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. Violation of this policy may result in disciplinary action up to and including termination of employment.

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 an employee believes 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. The College 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.

*Revised June 1, 2020*

### **C.11 Solicitation of Donations**

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.

*Revised June 1, 2020*

### **C.12 Employee Representation**

Subject to Missouri law, the Board of Trustees recognizes the importance of maintaining ongoing positive relations with employees when making decisions regarding salary and other conditions of employment.

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.

*Revised June 1, 2020*

### **C.12.1 Choosing a Representative**

*Missouri Public Sector Labor Law Employees:*

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).

*Employees Not Covered by the Missouri Public Sector Labor Law:*

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 Board of Trustees, in accordance with the process set forth in Administrative Procedures.

*Reviewed June 1, 2020*

### **C.12.2 Negotiations**

*General:*

Negotiations with labor organizations shall be conducted in accordance with applicable state and federal laws. The Board of Trustees and its representatives will engage in respectful good faith negotiations with employee representatives. It is essential that collective bargaining negotiations do not disrupt College operations, nor negatively impact the educational environment. The ultimate goal of all such negotiations is to secure the services necessary to deliver excellent education to the College's students, in an appropriate educational environment based on a sound, realistic budget.

The Board of Trustees recognizes that the legal obligation to collectively bargain does not compel either the College or employee representatives to agree to a proposal or to make a concession. Board Policies and Administrative Procedures

will govern in the absence of a binding agreement, when the agreement does not address an issue, or when an agreement expires and a new agreement is not reached.

#### *College Negotiation Team:*

The Board of Trustees Liaisons will designate one (1) or more persons to serve as the College's bargaining representative(s) during negotiations with employee representatives. Members of the designated bargaining team may include members of the College administration, an attorney, professional negotiator, or other qualified person.

The College negotiation team shall conduct negotiations only as directed by the Board of Trustees. Individual Board of Trustees members shall not negotiate privately with representatives of any employee bargaining unit outside of the official College designated bargaining team.

The Board of Trustees recognizes that effective negotiations may require input from other members of the College or outside resources. Accordingly, the College negotiation team is authorized to consult with administrators, employees and outside consultants.

#### *Preparing for Negotiations:*

Careful preparation for negotiations is essential to ensure that any agreement reached is consistent with the goals of the College, and that the College is financially capable of compliance. The College negotiation team will meet with the Board of Trustees Liaisons prior to negotiations to discuss goals, objectives, and parameters for the negotiations. Meetings, records, and votes of negotiation preparation will be closed in accordance with law.

#### *Initiation of Negotiations:*

The parties will follow the timelines for initiation of negotiations set forth in any collectively bargained agreement. If the employee representative(s) and the College have not established an alternative timeline, the employee representative(s) shall notify the College in writing of any issues for negotiation no later than February 1 of the academic year in which negotiations will occur. The notice must reasonably specify the item(s) the employee representative(s) desires to negotiate and reasonably explain how the suggested change will positively benefit the educational goals of the College. Failure to meet these notice requirements will preclude the issue from negotiation unless both parties agree otherwise.

### *Negotiation Schedule:*

The parties will follow the timelines for initiation of negotiations set forth in any collectively bargained agreement. If the employee representative(s) and the College have not agreed to an alternative timeline, negotiations will begin no earlier than February 1 and will conclude by June 1 of the academic year in which negotiations occur. If a tentative agreement is reached, it must be ratified by all parties no later than June 30, to be included in the next fiscal year's budget. If not ratified by that date, the agreement will not begin until the following fiscal year.

### *Conducting Negotiations:*

Negotiation meetings will be scheduled at times to be the least disruptive to the normal business of the College. Unless otherwise approved by the Board of Trustees, negotiations will be held in College buildings and locations.

The College negotiation team will determine if the meeting may be closed in accordance with law. The chairperson of the negotiation team or designee will ensure such meetings are appropriately posted and that minutes are kept as required by law. In addition, the chairperson or designee will keep a written record of all proposals, counter-proposals, concessions and draft agreements.

*Adopted June 1, 2020*

## **C.12.3 Mandatory Provisions and Scope of Agreement**

Agreements negotiated between the College and labor organizations may cover wages, benefits, and other terms and conditions of employment. Where applicable, final agreements between the College and labor organizations must include the provisions required by Section 105.585, RSMo (2000). Additionally, all agreements must state a fixed term or duration.

*Adopted June 1, 2020*

## **C.12.4 Ratification**

Any tentative agreements reached will be reduced to writing and initialed by the agents of the respective negotiating teams. Completed agreements reached between the representatives of the parties will be tentative until ratified by the Board of Trustees in a manner consistent with the Missouri Public Sector Labor Law, Section 105.500, et seq., RSMo., and any other applicable law

Once an agreement is ratified as provided by Board Policy and applicable law, the agreement is considered inclusive and complete.

*Adopted June 1, 2020*

### **C.13 Copyright**

All employees must comply with federal copyright laws when reproducing or performing copyrighted works.

*Reviewed June 1, 2020*

### **C.14 Representing the College**

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 of Trustees approval.

*Revised June 1, 2020*

#### **C.14.1 Attendance at Official Functions**

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

*Reviewed June 1, 2020*

### **C.15 Staff Development**

The College will seek to maintain an effective staff development program to further the College's mission, vision, values, and/or strategic plan.

*Reviewed June 1, 2020*

### **C.17 Conference Attendance**

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

*Revised June 1, 2020*

### **C.18 Drug & Alcohol Abuse Prevention**

In compliance with the Drug-Free Schools and Communities Act and the Drug-Free Workplace Act, the College is committed to providing a positive and healthy environment for students and employees. Accordingly, the unlawful manufacture, distribution, dispensation, possession, sale, or use of illicit drugs,

controlled substances, or alcohol is prohibited on College premises. Possession of drug paraphernalia is also prohibited. Employees found to have violated this prohibition shall be subject to disciplinary action that may include a verbal or written warning, community service, academic probation, suspension, or expulsion. The College may also require referrals for appropriate counseling or to local law enforcement for prosecution for serious violations. Any employee found to have violated this prohibition shall be subject to disciplinary action, up to and including immediate termination, in addition to criminal penalties, which may be imposed by appropriate authorities, and possible forfeiture of benefits or compensation otherwise payable to the employee pursuant to the Missouri Worker's Compensation laws. 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.

*Revised June 1, 2020*

### **C.19 Employee Evaluation**

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.

Supervisory employees will meet with employees they supervise on a regular basis to provide feedback on the employee's performance, particularly as it relates to any areas of concern.

All employees, except those who are retiring, will be evaluated annually and provided their final evaluation by June 30 of each year, unless otherwise stipulated under a Board of Trustees approved agreement.

*Revised June 1, 2020*

### **C.20 Confidentiality of Personnel Files**

One official master personnel file on each active employee will be maintained by the College's Human Resources department. Employees will have the right to inspect their files and to obtain a copy of the contents. 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 College's Human Resources department. The personnel files of inactive employees will, at a minimum, contain the documents specified for retention under the state's record retention guidelines.

*Revised June 1, 2020*

### **C.21 Employee Leaves**

The College is committed to providing comprehensive benefit options and programs designed to meet the needs of the College's diverse employee population.

*Adopted June 1, 2020*

### **C.21.1 Full-time 12-Month Administrative and Professional Employee Vacation**

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 to the employee.

Except under unusual circumstances, the College will be officially closed during the Christmas and 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.

*Revised June 1, 2020*

### **C.21.2 Benefit in Lieu of Vacation – 36-Week Professional Employees**

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.

*Revised June 1, 2020*

### **C.21.3 Non-unit Classified Office and Technical Employee Vacation**

Vacation time for Non-Exempt employees 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 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.

Except under unusual circumstances, the College will be officially closed during the Christmas and 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.

*Revised June 1, 2020*

#### **C.21.4 Medical Leave**

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 and 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, as of the last payroll reporting date in September. 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 they are is compelled to be absent from duty due to temporary medical disability, illness or injury of a member of their immediate family. Members of the immediate family are defined as: mother, father, foster parent, foster child, husband, wife, son, daughter, brother, sister, current mother-in-law, current father-in-law, grandparent, grandchild, or any relative living in the immediate household.

All full-time administrative and 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 Chancellor may recommend to the Board of Trustees for action to extend an unpaid leave for up to one year.

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.

All employees must exhaust all paid leave prior to requesting unpaid leave.

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

*Revised June 1, 2020*

### **C.21.5 Personal Leave**

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

Administrative and Professional and Non-Unit Classified 52-week employees may use up to four (4) 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 (1) additional day per fiscal year for personal reasons.

Personal leave is deducted from accrued medical leave.

*Revised June 1, 2020*

### **C.21.6 Family and Medical Leave Act of 1993**

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:

- The birth and first-year care of the employee's child;
- The adoption or foster placement of a child in the employee's home;
- A serious health condition of the employee that makes the employee unable to perform one or more of the essential functions of his or her job or the serious health condition of the employee's spouse, child or parent; or
- A qualifying exigency arising out of the fact that the spouse, child or parent of the employee is on covered active duty, or has been notified of an impending call or order to covered active duty, in the Armed Forces. The amount of leave available for a particular type of qualifying exigency may be limited by law.

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 medical, vacation and personal leave. The term substitute means that the paid leave accrued by the employee and provided by the College will run concurrently with the unpaid FMLA leave.

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 they are able to perform the duties of their assigned position before returning to work.

*Revised June 1, 2020*

### **C.21.7 Military Leave**

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.

*Reviewed June 1, 2020*

### **C.21.8 Bereavement Leave**

Full-time employees will be entitled to five (5) 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 five (5) days of leave without loss of pay at the time of death of a current daughter-in-law, or current son-in-law when the employee must be absent from work.

Thirty-six week classified employees are eligible for bereavement leave of five (5) days with full pay if the bereavement occurs during those weeks in which they are scheduled to work.

The Chancellor has the discretion to provide additional days for Bereavement Leave in extenuating circumstances.

*Revised June 1, 2020*

### **C.21.9 Absence for Jury Duty**

In the event that any full time employee will be summoned as a juror or subpoenaed as a witness in any judicial proceeding, they will suffer no loss of pay from the College for their necessary absence from their 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.

*Reviewed June 1, 2020*

### **C.21.10 Professional Development Leaves – Administrative and Professional Employees**

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 (6) 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 and 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.

*Revised June 1, 2020*

### **C.21.11 Parental Leave**

Full-time employees who have worked for the College for at least six (6) months are entitled to receive up to six (6) weeks of absence without loss of pay for the birth or adoption of the employee's child. In the case of birth, the leave must be taken in the first six (6) months after birth; in the case of adoption, the leave must be taken in the first six (6) months following adoption by the employee. Parental Leave must be taken consecutively. Employees may use this Board Policy for subsequent births or adoptions so long as the subsequent leave begins twelve months after the last day of prior Parental Leave. Individuals who adopt a spouse or partner's child(ren) are not eligible for this benefit.

Leave taken pursuant to this Board Policy counts towards the parent's available leave under the Family and Medical Leave Act.

*Adopted June 1, 2020*

### **C.22 Unpaid Leaves**

Unpaid leaves may be granted to employees.

Unpaid leaves other than those covered under the Family and Medical Leave Act (FMLA) for more than six (6) consecutive weeks must be approved by the Board of Trustees. Unpaid leaves normally will not exceed one year in duration for administrative and professional employees or 90 days for non-probationary, non-unit classified employees. In case of emergency, the Board of Trustees may consider requests for longer periods from administrative and professional employees who have completed three or more years of continuous service. The Board of Trustees may consider requests from non-probationary, non-unit classified employees for an extension of up to one (1) year.

*Revised June 1, 2020*

### **C.22.1 Military Leave**

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 and at the salary schedule at 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 their 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.

*Revised June 1, 2020*

### **C.22.2 Fringe Benefits During Unpaid Leave**

During an unpaid leave the fringe benefit program may be continued in accordance with Board Policy and Administrative Procedures and state and federal mandates in effect at the time of the leave.

*Revised June 1, 2020*

### **C.22.3 Return from Leave**

Employees returning from an unpaid leave, other than for military 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.

*Revised June 1, 2020*

## **C.23 Educational Benefits for Employees and Employees' Families**

### **C.23.1 Maintenance Fee Waiver Program**

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 ten (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.

*Revised June 1, 2020*

### **C.23.2 Tuition Reimbursement Program**

All full-time Classified, Administrative, Professional, and Physical Plant employees are eligible to apply for tuition reimbursement if the employee has at least six (6) 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 the College and to allow employees to further their education beyond what is offered at the College. This includes:

Degree Program Courses Credit courses that are part of a declared program of study for a Bachelor's 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 reimbursement of up to six (6) credit hours per semester up to the current University of Missouri-St. Louis in-state undergraduate credit hour rate. Tuition reimbursement qualifies only on actual tuition paid by employee, not 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.

*Revised June 1, 2020*

## **C.24 Retirement System**

### **C.24.1 Public School Retirement System of Missouri**

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 positions to the Public School Retirement System of Missouri.

*Reviewed June 1, 2020*

### **C.24.2 Non-certificated Employees Retirement Plan**

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

*Reviewed June 1, 2020*

### **C.24.3 Retirement Privileges - Emeritus Staff**

Emeritus staff are those employees who have retired after ten (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.

*Reviewed June 1, 2020*

### **C.25 Progressive Discipline**

The College will normally utilize the concept of progressive disciplinary action when addressing infractions and/or performance issues of non-probationary employees. However, depending on the seriousness of the infraction as determined by the College in its sole discretion, disciplinary steps may be bypassed and immediate written reprimand, suspension, or dismissal may result.

Probationary employees do not have the right to appeal dismissal or other disciplinary action.

*Adopted June 1, 2020*

### **C.26 Holidays**

The College allows 11 holidays annually. Holidays, include: 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 and 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, ensuring all administrative and classified employees 11 annual holidays.

*Reviewed June 1, 2020*

### **C.26.1 Thirty-Six-Week Employees**

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.

*Revised June 1, 2020*

### **C.26.2 Full-time 52-Week Classified Employees**

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.

*Reviewed June 1, 2020*

## **C.27 Group Insurance Program**

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, voluntary short-term disability, and other accident, critical illness, and hospital indemnity policies.

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 will provide employees with insurance plan options, including, at a minimum, a plan with cost-share premium payments when an employee enrolls

in the medical, dental, vision, life/AD&D and long-term disability plans that contains the following criteria:

Employee only coverage: College pays not less than 80 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 ten (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.

*Revised June 1, 2020*

## **C.28 Workers' Compensation**

The College provides Workers' Compensation benefits to eligible employees, in accordance with Missouri law.

*Adopted June 1, 2020*

### **C.28.1 Transitional Work Program**

For a work-related injury, where practicable and appropriate, the 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 they are 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.

*Revised June 1, 2020*

## **C.29 Employee Request for Payroll Deductions from Wages**

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 of Trustees-approved organizations and 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, so long as the written request for the payroll deduction complies with Missouri law;
- 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 and 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 and annuity.

*Reviewed June 1, 2020*

### **C.30 Employment**

The Associate Vice Chancellor of Human Resources is responsible for the recruiting and hiring process for all College vacancies.

*Adopted June 1, 2020*

#### **C.30.1 Employee Contracts**

For employees who will receive contracts from the College, such contracts shall be approved by the Board of Trustees annually who shall delegate execution of such contracts to the Board Chair. The decision to non-renew contracts of existing employees will be presented to the Board of Trustees for action in Executive Session no later than April 1 of each year.

*Adopted June 1, 2020*

#### **C.30.2 Employee Job Descriptions**

The College shall establish and maintain written job descriptions for all employee positions.

*Adopted June 1, 2020*

### **C.30.3 Employee Start Date**

The Board of Trustees will approve the first date of continuous employment of all full-time employees. For part-time employees who are subsequently hired full-time, their “starting date” for calculating employee benefits will be the date the employee is hired full-time.

*Adopted June 1, 2020*

### **C.30.4 Transfers**

Generally, position vacancies are filled on an open and competitive basis in accordance with established College employment procedures. The College, however, reserves the right to transfer a qualified employee to another position, department, campus, or site when it is deemed to be in the best interest of the College.

*Adopted June 1, 2020*

### **C.30.5 Moving Expenses**

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 18 and above. Such payment of moving expenses will not be an entitlement; in all cases, it will require Board of Trustees approval.

*Revised June 1, 2020*

### **C.30.6 Termination of Benefit Contribution**

Upon separation from employment with the College, the College will cease to make contributions on behalf of the employee for all benefits, including insurance coverage (e.g., medical, dental, life, etc.) unless otherwise authorized under provisions of Board Policies or Administrative Procedures, or state or federal laws.

*Adopted June 1, 2020*

## **C.31 Operation of College Vehicles**

This Board Policy applies to all vehicles used in College business regardless of whether the vehicle is owned, leased, or rented by the College. Any vehicle used in the commission of College business may only be driven by a College employee. The employee shall maintain a valid driver’s license with the appropriate licensure and endorsements where required, follow the driving laws

of the state in which they are operating the vehicle, and shall follow all College-established safety and other procedures. The employee shall immediately report any maintenance related issues, and shall also report any incidents or accidents immediately or as soon as reasonably possible.

*Adopted June 1, 2020*

### **C.32 Financial Responsibility**

It is every employee's responsibility to be a good steward of the resources entrusted to the College and to make decisions in good faith which best serve the College. Employees are responsible for payment of their financial obligations to the College.

*Adopted June 1, 2020*

### **C.33 Telephone Use**

The College Telecommunications Department shall be responsible to create, implement, and enforce the process for reviewing and analyzing phone usage annually to determine the College's actual requirements, choose the appropriate service provider and appropriate services that align with the College's communication service requirements, and make any other changes or improvements as deemed necessary.

*Adopted June 1, 2020*

### **C.34 Complaints from Students Concerning Employees**

The College recognizes that it is important for students to be given a safe and organized opportunity to voice any concerns or complaints they may have about any employee. Similarly, the College recognizes that it is important for employees to be treated fairly when a student makes a complaint about an employee. The College administration shall create an appropriate process – to include an appropriate framework and method – to resolve student complaints, as outlined in Administrative Procedures. The process shall be designed to maintain the integrity of the academic environment and to ensure the rights of the students in such matters are clearly defined and protected.

*Adopted June 1, 2020*

## **D FACULTY**

[Provisions regarding faculty may be found in the applicable bargaining unit resolutions. To the extent that a Board Policy specifically conflicts with a provision or term within the applicable bargaining unit Resolution, then the applicable bargaining unit Resolution controls.](#)

### **D.1 Initial Salary Placement for Full-time Faculty**

[In an effort to maximize internal equity and ensure salary rates which are fair and competitive, the initial salary step placement recommendation for full-time faculty will be based on rank assignment and years of related work experience.](#)

*Reviewed June 1, 2020*

#### **D.1.1 Rank Assignment**

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.

*Reviewed June 1, 2020*

#### **D.1.2 Salary Schedule Step Placement**

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 ten (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 ten (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.

*Reviewed June 1, 2020*

### **D.1.3 Waiver of Requirements**

The stated minimum eligibility requirements for initial appointment and academic rank may be recommended for waiver to the Board~~the Chancellor to make a recommendation to the Board of Trustees for action at the next regularly scheduled Board meeting.~~

*Revised June 1, 2020*

### **D.2 Temporary Full-time Faculty (Contracted)**

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.

*Reviewed June 1, 2020*

### **D.3 Part-time Faculty**

The Board of Trustees authorizes the ~~administration to employment of~~ 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 of Trustees as soon as practicable following the end of the fall, spring and summer sessions in January and August of each year.

~~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.~~

*Revised June 1, 2020*

### **D.3.1 Initial Placement**

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.~~ Part-time faculty initial placement is approved by the Campus President and Chief Academic Officer.

With the approval of the Cehancellor, Ccampus President and Cchief Academic Oofficers 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.~~

*Revised June 1, 2020*

### **D.3.2 Compensation**

Each year the Board of Trustees will approve a salary schedule annually. The Board of Trustees shall approve and publish the schedule by no later than June of each year, to go into effect the upcoming academic year beginning in the fall.

~~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.~~

~~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 Ceampus President and Chief Academic Officer, or their/his/her designee, before compensation is recommended.~~

~~The following guidelines will apply when evaluating qualifications:~~

- ~~• All graduate semester hours must be earned at accredited institutions for graduated credit~~
- ~~• Credit for graduate work complete 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~~

*Revised June 1, 2020*

### **D.3.3 Advancement**

Part-time faculty may advance to a higher scale if his/her/their services merit it, if the eligibility requirements for the higher scale are met and if the Ceampus President and Chief Academic Officer recommends and the Chancellor approves the advancement.

*Revised June 1, 2020*

### **D.3.4 Minimum Eligibility Requirements for Initial Placement or Advancement on Part-time Faculty Salary Scales**

The following guidelines will apply when evaluating qualifications:

#### **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.

*Revised June 1, 2020*

#### **D.3.5 Office Hours**

Part-time faculty who teach standard credit hour courses are expected to be available for scheduled office hours for student conferences.

*Reviewed June 1, 2020*

#### **D.43-6 Salary Schedule for Continuing Education Non-credit Courses**

All persons employed to teach non-credit continuing education courses will be paid according to the non-credit salary schedule for continuing education. Those part-time instructors who teach credit courses will be placed appropriately on the part-time faculty salary schedule for standard credit hour courses.

Those persons from the community engaged to participate in a special continuing education non-credit conference or short course program where the normal salary schedules are not appropriate may be paid on a negotiated fee basis. In each instance, the fee must be reasonable, comparable to the going rate for similar services and must be covered by a contract or letter of agreement.

Each year the Board of Trustees will approve a rate per clock hour annually. The Board of Trustees shall approve and publish the schedule by no later than June of each year, to go into effect the upcoming academic year beginning in the fall.

#### Rate per Clock Hour

	Level 1	Level 2	Level 3
Step 1	\$12	\$21	\$27
Step 2	\$14	\$23	\$29
Step 3	\$16	\$25	\$31
Step 4	\$18	\$27	\$33

The following guidelines will apply when evaluating qualifications:

#### 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.
- ⊖ The salary rates established in this schedule will apply to all College employees teaching non-credit courses regardless of other rank or salary placement.

*Revised June 1, 2020*

### **D.5 Faculty Promotion in Academic Rank**

The College will provide for a system of promotion in academic rank as a means of recognizing the accomplishments and contributions of full-time faculty members. Promotion will not be automatically attained through length of service or by the accumulation of degree and graduate credits. It must be earned through outstanding service to the students of the College. ~~The Chancellor shall make recommendations annually with respect to promotion to academic rank to the Board of Trustees for action at a regularly scheduled Board meeting. The Board of Trustees will consider applicants recommended by the chancellor and make decision with respect to promotion in academic rank.~~

*Adopted June 1, 2020*

### **D.6 Payment of Full-time Faculty**

Full-time faculty will have an option regarding the number of payments they will receive each contract year.

*Adopted June 1, 2020*

### **D.7 Faculty Pay Schedule – Summer Session**

A faculty member who is teaching during the summer session will be paid according to ~~his/her~~their employment status, i.e., part-time or continuing faculty. A faculty member under initial contract who teaches in the summer session preceding ~~his/her~~their first contract year will be paid at the appropriate part-time rate.

*Adopted June 1, 2020*

### **D.8 Department/Program Organization and Leadership**

#### **D.8.1 Campus Organization – Departments**

The academic department and program structure has been established in order to accomplish the ~~philosophy and~~ mission, vision, and values of the College. This structure may be changed with input from members within the department(s) and as approved by the ~~Ce~~hancellor.

*Adopted June 1, 2020*

### D.8.2 Department Chairpersons

Academic departments are led by a Department Chairperson. The Department Chairperson reports to the Division Dean. The selection and responsibilities of this position are outlined in the College's Administrative Procedures.

*Adopted June 1, 2020*

### D.8.3 Program Coordinator/Director

Academic programs which lead to a credential may require leadership of a specific program Coordinator/Director. The program Coordinator/Director may report to the Department Chairperson or to the Division Dean, as per the College's department and program structure. The selection and responsibilities of this position are outlined in the College's Administrative Procedures.

*Adopted June 1, 2020*

### D.8.4 Assistant Chairs

Academic disciplines with significantly large faculty or student populations may require additional leadership of an Assistant Chair. The Assistant Chair reports to the Department Chairperson. The selection and responsibilities of this position are outlined in the College's Administrative Procedures.

*Adopted June 1, 2020*

### D.8.5 Lead Faculty

Academic disciplines and programs may require additional leadership of lead faculty members. These appointments are created either by the College's approved academic organizational structure or by appointment of the Division Dean as approved by the Campus President and Chief Academic Officer. The selection and responsibilities of this position are outlined in the College's Administrative Procedures.

*Adopted June 1, 2020*

## D.9 Faculty Responsibilities

Faculty are responsible for instruction; providing for, encouraging and facilitating student learning; college service; and professional development.

*Adopted June 1, 2020*

#### **D.10 Faculty Teaching Loads**

The College shall determine standards for full-time faculty teaching loads, as outlined in Administrative Procedures.

*Adopted June 1, 2020*

#### **D.11 Non-instructional Assignments**

The College shall determine the allocation of faculty non-instructional assignments to include administrative time, extended time, and/or projects.

*Adopted June 1, 2020*

#### **D.12 Textbook Selection**

The College shall determine criteria for the selection of textbooks and have direct input from the faculty members.

*Adopted June 1, 2020*

#### **D.13 Sabbatical Leave – Full-time Faculty**

When resources are available, the College will provide the opportunity for full-time faculty to submit a proposal for sabbatical leave. The purpose of sabbatical leave is to provide opportunities for individual professional development, retraining, growth, and/or education if such leave activities will benefit the College and serve to revitalize the individual.

The Board of Trustees will consider approval of the recommendations for sabbatical leaves at its regularly scheduled meeting in the month of January or later, if it deems it necessary to do so.

Faculty members who do not use a Board of Trustees- approved sabbatical leave will ~~not~~ be eligible to apply for another sabbatical leave for three (3) years, unless the reason for failure to use the leave is for medical purposes or for the convenience of the College.

By January 1 of each year, or earlier if possible, the Chancellor will provide the Board of Trustees with an annual summary report concerning the sabbatical leaves taken during the previous academic year.

*Adopted June 1, 2020*

#### **D.14 Professional Development – Article XXXII**

The College will seek to maintain an effective faculty development program to further the College's mission, vision, and values.

*Adopted June 1, 2020*

#### **D.15 Staffing Guidelines**

The College shall determine full-time faculty staffing levels at each campus.

*Adopted June 1, 2020*

#### **D.16 Faculty Dismissal**

The College shall determine criteria for the dismissal of faculty.

*Adopted June 1, 2020*

#### **D.17 Full-time Faculty Seniority**

The College shall determine criteria for calculating full-time faculty seniority.

*Adopted June 1, 2020*

## **D FACULTY**

*Provisions regarding faculty may be found in the applicable bargaining unit resolutions.* To the extent that a Board Policy specifically conflicts with a provision or term within the applicable bargaining unit Resolution, then the applicable bargaining unit Resolution controls.

### **D.1 Initial Salary Placement for Full-time Faculty**

In an effort to maximize internal equity and ensure salary rates which are fair and competitive, the initial salary step placement recommendation for full-time faculty will be based on rank assignment and years of related work experience.

*Reviewed June 1, 2020*

#### **D.1.1 Rank Assignment**

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.

*Reviewed June 1, 2020*

#### **D.1.2 Salary Schedule Step Placement**

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 ten (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 ten (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.

*Reviewed June 1, 2020*

### **D.1.3 Waiver of Requirements**

The stated minimum eligibility requirements for initial appointment and academic rank may be recommended for waiver to the Chancellor to make a recommendation to the Board of Trustees for action at the next regularly scheduled Board meeting.

*Revised June 1, 2020*

### **D.2 Temporary Full-time Faculty (Contracted)**

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.

*Reviewed June 1, 2020*

### **D.3 Part-time Faculty**

The Board of Trustees authorizes the employment of 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 of Trustees in January and August of each year.

*Revised June 1, 2020*

### **D.3.1 Initial Placement**

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. Part-time faculty initial placement is approved by the Campus President and Chief Academic Officer.

With the approval of the Chancellor, Campus President and Chief Academic Officers may waive the eligibility requirements for placement on a scale.

*Revised June 1, 2020*

### **D.3.2 Compensation**

Each year the Board of Trustees will approve a salary schedule annually. The Board of Trustees shall approve and publish the schedule by no later than June of each year, to go into effect the upcoming academic year beginning in the fall.

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 President and Chief Academic Officer, or their designee, before compensation is recommended.

The following guidelines will apply when evaluating qualifications:

- All graduate semester hours must be earned at accredited institutions for graduated credit
- Credit for graduate work complete 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

*Revised June 1, 2020*

### **D.3.3 Advancement**

Part-time faculty may advance to a higher scale if their services merit it, if the eligibility requirements for the higher scale are met and if the Campus President and Chief Academic Officer recommends and the Chancellor approves the advancement.

*Revised June 1, 2020*

### **D.3.4 Minimum Eligibility Requirements for Initial Placement or Advancement on Part-time Faculty Salary Scales**

The following guidelines will apply when evaluating qualifications:

#### **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.

*Revised June 1, 2020*

#### **D.3.5 Office Hours**

Part-time faculty who teach standard credit hour courses are expected to be available for scheduled office hours for student conferences.

*Reviewed June 1, 2020*

#### **D.4 Salary Schedule for Continuing Education Non-credit Courses**

All persons employed to teach non-credit continuing education courses will be paid according to the non-credit salary schedule for continuing education. Those part-time instructors who teach credit courses will be placed appropriately on the part-time faculty salary schedule for standard credit hour courses.

Those persons from the community engaged to participate in a special continuing education non-credit conference or short course program where the normal salary schedules are not appropriate may be paid on a negotiated fee basis. In each instance, the fee must be reasonable, comparable to the going rate for similar services and must be covered by a contract or letter of agreement.

Each year the Board of Trustees will approve a rate per clock hour annually. The Board of Trustees shall approve and publish the schedule by no later than June of each year, to go into effect the upcoming academic year beginning in the fall.

The following guidelines will apply when evaluating qualifications:

- 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.

The salary rates established in this schedule will apply to all College employees teaching non-credit courses regardless of other rank or salary placement.

*Revised June 1, 2020*

## **D.5 Faculty Promotion in Academic Rank**

The College will provide for a system of promotion in academic rank as a means of recognizing the accomplishments and contributions of full-time faculty members. Promotion will not be automatically attained through length of service or by the accumulation of degree and graduate credits. It must be earned through outstanding service to the students of the College. The Chancellor shall make recommendations annually with respect to promotion to academic rank to the Board of Trustees for action at a regularly scheduled Board meeting.

*Adopted June 1, 2020*

## **D.6 Payment of Full-time Faculty**

Full-time faculty will have an option regarding the number of payments they will receive each contract year.

*Adopted June 1, 2020*

## **D.7 Faculty Pay Schedule – Summer Session**

A faculty member who is teaching during the summer session will be paid according to their employment status, i.e., part-time or continuing faculty. A faculty member under initial contract who teaches in the summer session preceding their first contract year will be paid at the appropriate part-time rate.

*Adopted June 1, 2020*

## **D.8 Department/Program Organization and Leadership**

### **D.8.1 Campus Organization – Departments**

The academic department and program structure has been established in order to accomplish the mission, vision, and values of the College. This structure may be changed with input from members within the department(s) and as approved by the Chancellor.

*Adopted June 1, 2020*

### **D.8.2 Department Chairpersons**

Academic departments are led by a Department Chairperson. The Department Chairperson reports to the Division Dean. The selection and responsibilities of this position are outlined in the Administrative Procedures.

*Adopted June 1, 2020*

### **D.8.3 Program Coordinator/Director**

Academic programs which lead to a credential may require leadership of a specific program Coordinator/Director. The program Coordinator/Director may report to the Department Chairperson or to the Division Dean, as per the College's department and program structure. The selection and responsibilities of this position are outlined in the Administrative Procedures.

*Adopted June 1, 2020*

### **D.8.4 Assistant Chairs**

Academic disciplines with significantly large faculty or student populations may require additional leadership of an Assistant Chair. The Assistant Chair reports to the Department Chairperson. The selection and responsibilities of this position are outlined in the Administrative Procedures.

*Adopted June 1, 2020*

### **D.8.5 Lead Faculty**

Academic disciplines and programs may require additional leadership of lead faculty members. These appointments are created either by the College's approved academic organizational structure or by appointment of the Division Dean as approved by the Campus President and Chief Academic Officer. The selection and responsibilities of this position are outlined in the Administrative Procedures.

*Adopted June 1, 2020*

## **D.9 Faculty Responsibilities**

Faculty are responsible for instruction; providing for, encouraging and facilitating

student learning; college service; and professional development.

*Adopted June 1, 2020*

#### **D.10 Faculty Teaching Loads**

The College shall determine standards for full-time faculty teaching loads, as outlined in Administrative Procedures.

*Adopted June 1, 2020*

#### **D.11 Non-instructional Assignments**

The College shall determine the allocation of faculty non-instructional assignments to include administrative time, extended time, and/or projects.

*Adopted June 1, 2020*

#### **D.12 Textbook Selection**

The College shall determine criteria for the selection of textbooks and have direct input from the faculty members.

*Adopted June 1, 2020*

#### **D.13 Sabbatical Leave – Full-time Faculty**

When resources are available, the College will provide the opportunity for full-time faculty to submit a proposal for sabbatical leave. The purpose of sabbatical leave is to provide opportunities for individual professional development, retraining, growth, and/or education if such leave activities will benefit the College and serve to revitalize the individual.

The Board of Trustees will consider approval of the recommendations for sabbatical leaves at its regularly scheduled meeting in the month of January or later, if it deems it necessary to do so.

Faculty members who do not use a Board of Trustees approved sabbatical leave will not be eligible to apply for another sabbatical leave for three (3) years, unless the reason for failure to use the leave is for medical purposes or for the convenience of the College.

By January 1 of each year, or earlier if possible, the Chancellor will provide the Board of Trustees with an annual summary report concerning the sabbatical leaves taken during the previous academic year.

*Adopted June 1, 2020*

#### **D.14 Professional Development**

The College will seek to maintain an effective faculty development program to further the College's mission, vision, and values.

*Adopted June 1, 2020*

#### **D.15 Staffing Guidelines**

The College shall determine full-time faculty staffing levels at each campus.

*Adopted June 1, 2020*

#### **D.16 Faculty Dismissal**

The College shall determine criteria for the dismissal of faculty.

*Adopted June 1, 2020*

#### **D.17 Full-time Faculty Seniority**

The College shall determine criteria for calculating full-time faculty seniority.

*Adopted June 1, 2020*

## **E ADMINISTRATIVE AND PROFESSIONAL**

~~(Full-time professional unit employees should see applicable Resolution.)~~

~~Provisions regarding full-time Professional Unit Employees may be found in the applicable bargaining unit Resolution. To the extent that a Board Policy specifically conflicts with a provision or term within the applicable bargaining unit Resolution, then the applicable bargaining unit Resolution controls.~~

### **E.1 Classification and Assignment to Salary Range**

#### **E.1.1 Classification**

Administrative ~~and~~ ~~P~~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 ~~A~~administrative ~~and~~ ~~P~~professional employee salary schedules.

*Revised June 1, 2020*

~~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**

*Initial Placement and Promotion:*

~~Applicants for ~~A~~administrative and ~~P~~professional positions must complete a College employment application form. Human Resources will thoroughly evaluate the applicant's qualifications to ensure minimum eligibility requirements are met.~~

~~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.~~

~~For the College to consider degrees and semesters hours as qualifications, an applicant ~~All~~ undergraduate and graduate degrees and semester hours must have ~~be~~ earned such degrees and semester hours at accredited institutions. Credit for graduate work completed at foreign universities may be given at the~~

~~discretion of the College. At its discretion, the College may consider graduate work completed at foreign institutions.~~

The stated minimum eligibility requirements for appointment may be waived at upon the recommendation of the Chancellor to the Board of Trustees for action.  
~~the discretion of the Board, upon the recommendation of the chancellor.~~

The College will normally place all initial appointments at the minimum salary for their assigned range.~~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.~~ Exceptions to this placement may be made based upon experience and specific expertise by the recommendation of the Chancellor to the Board of Trustees for action.

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.

Unless superseded by Board of Trustees 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 or /professional employees who hold academic rank within the College will retain that rank but not advance in academic rank while serving in the Aadministrative or /Pprofessional position. In the event an Aadministrative or /Pprofessional employee returns to a faculty position, he/she/they 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.—~~ The College will not grant aAcademic rank will not be granted to individuals those whose initial appointmented with the initially to anCollege is an Aadministrative or /Pprofessional staff position.

*Revised June 1, 2020*

~~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.~~

### **~~E.1.3 Salary Schedules for Full-time 12-Month Administrative Employees~~**

~~Each year the Board of Trustees will approve salary schedules for full-time 12-month administrative employees. The Board of Trustees shall approve and publish the schedules by no later than June of each year, to go into effect at the start of the new fiscal year.~~

*Revised June 1, 2020*

~~(Effective July 1, 2012)~~

<del>RANGE</del>	<del>MINIMUM</del>	<del>MAXIMUM</del>
<del>27</del>	<del>\$108,805</del>	<del>\$ 160,000</del>
<del>26</del>	<del>105,634</del>	<del>155,341</del>
<del>25</del>	<del>102,556</del>	<del>150,821</del>
<del>24</del>	<del>99,565</del>	<del>146,425</del>
<del>23</del>	<del>94,833</del>	<del>139,456</del>
<del>22</del>	<del>90,309</del>	<del>132,809</del>
<del>21</del>	<del>89,144</del>	<del>131,101</del>
<del>20</del>	<del>86,544</del>	<del>127,269</del>
<del>19</del>	<del>84,031</del>	<del>123,568</del>
<del>18</del>	<del>81,578</del>	<del>119,965</del>

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**

Each year the Board of Trustees will approve salary schedules for full-time non-unit 12-month and 36-week professional employees. The Board of Trustees shall approve and publish the schedules by no later than June of each year, to go into effect at the start of the new fiscal year.

*Revised June 1, 2020* 12-MONTH EMPLOYEES ————— 36-WEEK EMPLOYEES

<u>(Effective July 1, 2012)</u>			<u>(Effective July 1, 2012)</u>		
<u>RANGE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>RANGE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
14	\$68,674	\$100,997	14	\$51,506	\$75,748
13	65,286	96,183	13	48,965	72,138
12	59,467	87,445	12	43,768	64,361
11	54,059	79,495	11	40,544	59,621
10	49,143	72,267	10	36,857	54,201
9	44,679	65,712	9	33,509	49,284
8	40,619	59,730	8	30,465	44,797
7	36,920	54,294	7	27,690	40,721

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**

Each year the Board of Trustees will approve hourly rates for part-time professional employees. The Board of Trustees shall approve and publish the hourly rates by no later than June of each year, to go into effect at the start of the new fiscal year.

*Revised June 1, 2020*

~~(Effective July 1, 2012)~~

<del>RANGE</del>	<del>MINIMUM</del>	<del>MAXIMUM</del>
<del>7</del>	<del>\$ 17.01</del>	<del>\$ 25.03</del>
<del>8</del>	<del>18.72</del>	<del>27.52</del>
<del>9</del>	<del>20.59</del>	<del>30.26</del>
<del>10</del>	<del>22.67</del>	<del>33.30</del>
<del>11</del>	<del>24.89</del>	<del>36.34</del>
<del>12</del>	<del>27.41</del>	<del>40.28</del>
<del>13</del>	<del>29.50</del>	<del>43.38</del>

### 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 and /Professional Employees**

Administrative or /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 of Trustees 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.

*Revised June 1, 2020*

### **E.1.7 Part-time (Non-contracted) Temporary Salaried Administrative and ~~Professional~~ Employees**

Temporary, salaried administrative or/ 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.

The Board of Trustees authorizes the Cehancellor, or his/her/their 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 by January and August of each year.

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 or /Aadministrative Procedures or state and federal laws.

*Revised June 1, 2020*

### **E.1.8 Workforce Solutions Group/Corporate Services Temporary Hourly Professional Employee Pay Scale**

Each year the Board of Trustees will approve the pay scale for Workforce Solutions Group/Corporate Services temporary hourly professional employees. The Board of Trustees shall approve and publish the schedules by no later than June of each year, to go into effect at the start of the new fiscal year.

~~(Effective July 1, 2012)~~

<u>LEVEL</u>	<u>RATE</u>
<u>1</u>	<u>\$25.19</u>
<u>2</u>	<u>29.40</u>
<u>3</u>	<u>33.58</u>
<u>4</u>	<u>37.78</u>
<u>5</u>	<u>41.98</u>

<u>6</u>	<u>46.18</u>
<u>7</u>	<u>50.37</u>
<u>8</u>	<u>55.97</u>

Exceptions to this scale may be made only with the approval of the Associate Vice Chancellor of Human Resources and the Chancellor.

*Revised June 1, 2020*

## **E.2 Additional Compensation**

### **E.2.1 Additional Responsibilities**

If the College requests that an employee assume some of the primary performance requirements assigned to another position for a period in excess of 15 calendar days, that employee may be eligible to receive an increase in their salary of up to 10 percent above their current salary during the period such duties are assigned. The increase must be initiated by the employee's immediate supervisor. 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 percent of additional compensation, if any. Recommendations for additional compensation will then be submitted to the Chancellor for review. If approved, the Chancellor will submit a recommendation to the Board of Trustees for action at the next regularly scheduled Board meeting.

Additional compensation is limited to 180 calendar days, unless it is recommended to the Board of Trustees for additional time and follows the same process as stated above.

*Revised June 1, 2020*

### **E.2.2 Teaching and Coaching Activities**

Administrative or professional employees may receive additional compensation for coaching and teaching activities for a maximum of nine (9) 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 recommended by the appropriate Campus President and Chief Academic Officer or Vice Chancellor for action by the Chancellor. Each employee, upon accepting

such assignment(s), will certify that this activity will not interfere with the full discharge of their administrative or professional duties.

Administrative or professional employees who engage in overload or coaching assignments will be compensated on the basis of the appropriate faculty overload salary scale based on their qualifications for academic rank.

*Revised June 1, 2020*

### **E.2.3 Interim and Acting Appointments**

If an administrative or professional employee position is officially declared vacant and a replacement appointment is not anticipated for 30 or more calendar days, an interim appointment may be made to that position. In addition, and at the discretion of the College, in cases involving a temporary absence of an administrative or professional employee for an anticipated period of 60 or more calendar days, an acting appointment may be made to that position.

All interim and acting appointments must be recommended to the Chancellor. If approved, the Chancellor will submit a recommendation to the Board of Trustees for action at the next regularly scheduled Board meeting.

If the appointee regularly holds a position with a lower classification than the interim or acting position, a salary adjustment will be awarded for the period of the appointment. The salary will be 10 percent above the current salary of the appointee or the minimum salary for the interim or acting position, whichever is greater, except that the adjusted salary of the appointee will not exceed the maximum of the range for the interim or acting position. If the appointee regularly holds a position with an equal or higher classification than the interim or acting position, no salary adjustment will be awarded. Exceptions to salary adjustments may be recommended by the Chancellor to the Board of Trustees for action.

*Revised June 1, 2020*

## **E.32 Contract Status, Non-renewal, Dismissal and Reduction in Force for Administrative and Professional Employees**

{Excluding the Chancellor of the College.}

### **E.23.1 Contract Term and Status**

{The term year referred to in this section is defined as a fiscal year, July 1 through June 30.}

### Probationary:

New full-time ~~A~~administrative ~~/or P~~professional employees will be on probationary status for two-full fiscal years and will be offered one-year probationary contract(s) ~~during the initial three years of employment.~~

During this three-year probationary period, extensive analysis and evaluation of individual performance will take place within specified timeframes as outlined in Administrative Procedures.

Administrative or Pprofessional employees who are not offered non-probationary contracts when eligible may be dismissed or may, upon Board of Trustees approval, continue employment in a probationary status. -The maximum amount of time allowed for the extended probationary period will be one (1) year. A one-year probationary contract may be offered at the discretion of the College.

At the end of the extended probationary period, at the discretion of the College may offer a one-year, non-probationary contract. 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 new position. Each year of the probationary period served before the promotion will be counted as a part of the three-year probationary period.

### Non-Probationary:

After three successive years of successful completion of the probationary period satisfactory service and upon approval by the Board of Trustees, ~~A~~administrative ~~or P~~professional employees will be offered one-year, non-probationary contracts subject to the provisions concerning non-renewal, dismissal, and reduction in force promulgated under Board ~~p~~P Policy as well as the management prerogative of assignment.

Administrative ~~or P~~professional employees who change position after receiving or becoming eligible for a non-probationary contract will be issued a probationary contract for the first one-full fiscal year in the new position. Upon satisfactory completion of this probationary period, these employees may be issued non-probationary contracts.

Non-probationary ~~A~~administrative ~~or P~~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~~two 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.

During the contract period, analysis and evaluation of individual performance will take place within specified timeframes as outlined in Administrative Procedures.

*Revised June 1, 2020*

~~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.32.2 Non-renewal of Contract**

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~~90 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.~~

~~In lieu of dismissal, n~~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.

*Revised June 1, 2020*

### **E.3.3 Suspension**

A supervisor may request to suspend, for cause related to the performance of duty, any employee under their jurisdiction for a period not to exceed three (3) working days to Human Resources. Human Resources will review the case with the appropriate supervisors to determine if extending the time of suspension is

justified. A written statement of the reasons for the suspension, the length of suspension, and whether with or without pay will be forwarded to the employee affected in each case within three (3) working days of the initial suspension. The employee will have the right to appeal the suspension through the appropriate steps of the relevant 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 College officer or the Chancellor in the event said employee has been formally charged with a commission of a felony and during the pendency of said charge.

*Adopted June 1, 2020*

### **E.32.43 Dismissal**

Administrative or ~~P~~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 Ppolicy or ~~A~~Administrative Pprocedures, department guidelines and standards, local, state or federal laws; or failure to comply with the terms and conditions of the written contract between the College and the employee.

*Revised June 1, 2020*

### **E.32.45 Reduction in Force**

If, in the judgment of the administration~~Chancellor~~, it is necessary to decrease the number of administrative or ~~P~~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 or ~~P~~professional specialization, part time employees and employees holding temporary contracts will be terminated before full-time administrative or ~~P~~professional employees are laid off.

- c. Within the limits of functional continuity and administrative or /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.d. \_\_\_\_\_ Administrative or /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 and /professional staffing needs of the College, up to the end of three (3) years after layoff.
- f.e. \_\_\_\_\_ 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.

*Revised June 1, 2020*

#### **E.4 Reclassification of Position and Salary Range**

When in the judgment of the supervisor a significant change in the responsibility of a position has occurred, the College may reclassify the position to the appropriate range as outlined in Administrative Procedures.

~~Final salary placement shall be based upon experience, local job market, specific expertise, and/or should consider internal equity~~

If an employee is reclassified to a position in a higher range, the employee will receive the appropriate salary increase in the new range, but in no case will the employee's salary exceed the maximum of the new range. ~~The final salary placement shall be based on experience and specific expertise and should consider internal equity.~~

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 their position and/or range is misclassified will have recourse to the grievance procedure. All grievances concerning classification will be initiated at the Step 3 level of the grievance procedure.

*Revised June 1, 2020*

#### **E.53 Establishment of Administrative and /Non-unit Professional Employee Grievance Process**

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/they~~ 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.

*Revised June 1, 2020*

### **E.64 Resignations**

To resign in good standing and be eligible for re-hire, aAdministrative or /professional employees must ~~who resign from employment with the College will~~ provide a minimum of ~~30-20~~ calendar days' notice in writing to the employee's immediate supervisor, except when extenuating circumstances (as determined by the appropriate College officer) prohibit such notice. ~~Notice will be given in writing to the employee's immediate supervisor. All resignations shall be brought to the Board of Trustees for~~ ratification approval at the next regularly scheduled Board meeting. Upon action, the employee shall receive a notice of the Board of Trustees' action and final standing.

*Revised June 1, 2020*

### **E.75 Emeritus Status for Full-Time Administrative and Professional Employees**

Full-time administrative and 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.~~

*Revised June 1, 2020*

## **E ADMINISTRATIVE AND PROFESSIONAL**

*Provisions regarding full-time Professional Unit Employees may be found in the applicable bargaining unit Resolution.* To the extent that a Board Policy specifically conflicts with a provision or term within the applicable bargaining unit Resolution, then the applicable bargaining unit Resolution controls.

### **E.1 Classification and Assignment to Salary Range**

#### **E.1.1 Classification**

Administrative and 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 and Professional employee salary schedules.

*Revised June 1, 2020*

#### **E.1.2 Salary Range Conditions**

*Initial Placement and Promotion:*

Applicants for Administrative and Professional positions must complete a College employment application form. Human Resources will thoroughly evaluate the applicant's qualifications to ensure minimum eligibility requirements are met.

For the College to consider degrees and semesters hours as qualifications, an applicant must have earned such degrees and semester hours at accredited institutions. At its discretion, the College may consider graduate work completed at foreign institutions.

The stated minimum eligibility requirements for appointment may be waived at upon the recommendation of the Chancellor to the Board of Trustees for action.

The College will normally place all initial appointments at the minimum salary for their assigned range, which applies to the position as classified by the College. Exceptions to this placement may be made based upon experience and specific expertise by the recommendation of the Chancellor to the Board of Trustees for action.

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.

Unless superseded by Board of Trustees 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 or professional employees who hold academic rank within the College will retain that rank but not advance in academic rank while serving in the Administrative or Professional position. In the event an Administrative or Professional employee returns to a faculty position, they will retain that rank until otherwise qualified. The College will not grant academic rank to individuals whose initial appointment with the College is an Administrative or Professional position.

*Revised June 1, 2020*

**E.1.3 Salary Schedules for Full-time 12-Month Administrative Employees**

Each year the Board of Trustees will approve salary schedules for full-time 12-month administrative employees. The Board of Trustees shall approve and publish the schedules by no later than June of each year, to go into effect at the start of the new fiscal year.

*Revised June 1, 2020*

**E.1.4 Salary Schedules for Full-time Non-Unit Professional Employees**

Each year the Board of Trustees will approve salary schedules for full-time non-unit 12-month and 36-week professional employees. The Board of Trustees shall approve and publish the schedules by no later than June of each year, to go into effect at the start of the new fiscal year.

*Revised June 1, 2020*

**E.1.5 Hourly Rates for Part-time Professional Employees**

Each year the Board of Trustees will approve hourly rates for part-time professional employees. The Board of Trustees shall approve and publish the hourly rates by no later than June of each year, to go into effect at the start of the new fiscal year.

*Revised June 1, 2020*

**E.1.6 Full-time (Contracted) Temporary Administrative and Professional Employees**

Administrative or 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 of Trustees 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.

*Revised June 1, 2020*

### **E.1.7 Part-time (Non-contracted) Temporary Salaried Administrative and Professional Employees**

Temporary, salaried administrative or 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.

The Board of Trustees authorizes the Chancellor, or their 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 by January and August of each year.

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 or Administrative Procedures or state and federal laws.

*Revised June 1, 2020*

### **E.1.8 Workforce Solutions Group/Corporate Services Temporary Hourly Professional Employee Pay Scale**

Each year the Board of Trustees will approve the pay scale for Workforce Solutions Group/Corporate Services temporary hourly professional employees. The Board of Trustees shall approve and publish the schedules by no later than June of each year, to go into effect at the start of the new fiscal year.

Exceptions to this scale may be made only with the approval of the Associate Vice Chancellor of Human Resources and the Chancellor.

*Revised June 1, 2020*

## **E.2 Additional Compensation**

### **E.2.1 Additional Responsibilities**

If the College requests that an employee assume some of the primary performance requirements assigned to another position for a period in excess of 15 calendar days, that employee may be eligible to receive an increase in their salary of up to 10 percent above their current salary during the period such duties are assigned. The increase must be initiated by the employee's immediate supervisor. 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 percent of additional compensation, if any. Recommendations for additional compensation will then be submitted to the Chancellor for review. If approved, the Chancellor will submit a recommendation to the Board of Trustees for action at the next regularly scheduled Board meeting.

Additional compensation is limited to 180 calendar days, unless it is recommended to the Board of Trustees for additional time and follows the same process as stated above.

*Revised June 1, 2020*

### **E.2.2 Teaching and Coaching Activities**

Administrative or professional employees may receive additional compensation for coaching and teaching activities for a maximum of nine (9) 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 recommended by the appropriate Campus President and Chief Academic Officer or Vice Chancellor for action by the Chancellor. Each employee, upon accepting such assignment(s), will certify that this activity will not interfere with the full discharge of their administrative or professional duties.

Administrative or professional employees who engage in overload or coaching assignments will be compensated on the basis of the appropriate faculty overload salary scale based on their qualifications for academic rank.

*Revised June 1, 2020*

### **E.2.3 Interim and Acting Appointments**

If an administrative or professional employee position is officially declared vacant and a replacement appointment is not anticipated for 30 or more calendar days, an interim appointment may be made to that position. In addition, and at the

discretion of the College, in cases involving a temporary absence of an administrative or professional employee for an anticipated period of 60 or more calendar days, an acting appointment may be made to that position.

All interim and acting appointments must be recommended to the Chancellor. If approved, the Chancellor will submit a recommendation to the Board of Trustees for action at the next regularly scheduled Board meeting.

If the appointee regularly holds a position with a lower classification than the interim or acting position, a salary adjustment will be awarded for the period of the appointment. The salary will be 10 percent above the current salary of the appointee or the minimum salary for the interim or acting position, whichever is greater, except that the adjusted salary of the appointee will not exceed the maximum of the range for the interim or acting position. If the appointee regularly holds a position with an equal or higher classification than the interim or acting position, no salary adjustment will be awarded. Exceptions to salary adjustments may be recommended by the Chancellor to the Board of Trustees for action.

*Revised June 1, 2020*

### **E.3 Contract Status, Non-renewal, Dismissal and Reduction in Force for Administrative and Professional Employees**

Excluding the Chancellor of the College.

#### **E.3.1 Contract Term and Status**

The term year referred to in this section is defined as a fiscal year, July 1 through June 30.

##### *Probationary:*

New full-time Administrative or Professional employees will be on probationary status for two-full fiscal years and will be offered one-year probationary contract(s).

During this probationary period, extensive analysis and evaluation of individual performance will take place within specified timeframes as outlined in Administrative Procedures. Administrative or Professional employees who are not offered non-probationary contracts when eligible may be dismissed or may, upon Board of Trustees approval, continue employment in a probationary status. The maximum amount of time allowed for the extended probationary period will be one (1) year. A one-year probationary contract may be offered at the discretion of the College.

At the end of the extended probationary period, at the discretion of the College may offer a one-year, non-probationary contract.

*Non-Probationary:*

After successful completion of the probationary period and upon approval by the Board of Trustees, Administrative or Professional employees will be offered one-year, non-probationary contracts subject to the provisions concerning non-renewal, dismissal, and reduction in force promulgated under Board Policy as well as the management prerogative of assignment.

Administrative or Professional employees who change position after receiving or becoming eligible for a non-probationary contract will be issued a probationary contract for one-full fiscal year in the new position.

Non-probationary Administrative or 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 two fiscal years. Otherwise, the employee will be issued a probationary professional employment contract.

During the contract period, analysis and evaluation of individual performance will take place within specified timeframes as outlined in Administrative Procedures.

*Revised June 1, 2020*

### **E.3.2 Non-renewal of Contract**

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 employees no later than 90 calendar days before the expiration of the contract.

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.

*Revised June 1, 2020*

### **E.3.3 Suspension**

A supervisor may request to suspend, for cause related to the performance of duty, any employee under their jurisdiction for a period not to exceed three (3)

working days to Human Resources. Human Resources will review the case with the appropriate supervisors to determine if extending the time of suspension is justified. A written statement of the reasons for the suspension, the length of suspension, and whether with or without pay will be forwarded to the employee affected in each case within three (3) working days of the initial suspension. The employee will have the right to appeal the suspension through the appropriate steps of the relevant 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 College officer or the Chancellor in the event said employee has been formally charged with a commission of a felony and during the pendency of said charge.

*Adopted June 1, 2020*

#### **E.3.4 Dismissal**

Administrative or 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; conviction of a serious crime; inefficiency or incompetency in the performance of assigned duties; violation of Board Policy or Administrative Procedures, department guidelines and standards, local, state or federal laws; or failure to comply with the terms and conditions of the written contract between the College and the employee.

*Revised June 1, 2020*

#### **E.3.5 Reduction in Force**

If, in the judgment of the Chancellor, it is necessary to decrease the number of administrative or 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 or professional specialization, part time employees and employees holding temporary contracts will be terminated before full-time administrative or professional employees are laid off.

- c. Within the limits of functional continuity and administrative or 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. Administrative or 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 and professional staffing needs of the College, up to the end of three (3) years after layoff.
- e. 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.

*Revised June 1, 2020*

#### **E.4 Reclassification of Position and Salary Range**

When in the judgment of the supervisor a significant change in the responsibility of a position has occurred, the College may reclassify the position to the appropriate range as outlined in Administrative Procedures.

If an employee is reclassified to a position in a higher range, the employee will receive the appropriate salary increase in the new range, but in no case will the employee's salary exceed the maximum of the new range. The final salary placement shall be based on experience and specific expertise and should consider internal equity.

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 their position and/or range is misclassified will have recourse to the grievance procedure. All grievances concerning classification will be initiated at the Step 3 level of the grievance procedure.

*Revised June 1, 2020*

#### **E.5 Establishment of Administrative and Non-unit Professional Employee Grievance Process**

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 they have 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.

*Revised June 1, 2020*

## **E.6 Resignations**

To resign in good standing and be eligible for re-hire, administrative or professional employees must provide a minimum of 20 calendar days' notice in writing to the employee's immediate supervisor, except when extenuating circumstances (as determined by the appropriate College officer) prohibit such notice. All resignations shall be brought to the Board of Trustees for approval at the next regularly scheduled Board meeting. Upon action, the employee shall receive a notice of the Board of Trustees' action and final standing.

*Revised June 1, 2020*

## **E.7 Emeritus Status for Full-Time Administrative and Professional Employees**

Full-time administrative and professional employees who otherwise qualify for emeritus staff retirement privileges under Board Policy 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.

*Revised June 1, 2020*

## F CLASSIFIED

Provisions regarding full-time Office and Technical Unit and Physical Plant Unit Employees, may be found in the applicable bargaining unit Resolution. To the extent that a Board Policy specifically conflicts with a provision or term within the applicable bargaining unit Resolution, then the applicable bargaining unit Resolution controls.

### F.1 Classified Employees - Definitions

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~~90 calendar days of employment, unless administration authorizes an extension based upon extenuating circumstances. 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.

#### 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 of Trustees for ratification at the

next ~~possible~~ regularly scheduled 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 of Trustees for ratification at the next possible regularly scheduled 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.

~~\*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.~~

*Revised June 1, 2020*

**F.2 Salary Schedules for Full-time Non-Unit Classified Office and Technical Employees**

Each year the Board of Trustees will approve salary schedules for all full-time Non-Unit Classified employees. The Board of Trustees shall approve and publish the schedules by no later than June 30 of each year, to go into effect at the start of the new fiscal year.

<del>FULL TIME 52 WEEK EMPLOYEES</del>			<del>FULL TIME 36 WEEK EMPLOYEES</del>		
<del>(Effective July 1, 2012)</del>			<del>(Effective July 1, 2012)</del>		
<del>RANGE</del>	<del>MINIMUM</del>	<del>MAXIMUM</del>	<del>RANGE</del>	<del>MINIMUM</del>	<del>MAXIMUM</del>
<del>9</del>	<del>\$ 44,661</del>	<del>\$ 64,077</del>	<del>9</del>	<del>\$30,916</del>	<del>\$44,350</del>
<del>8</del>	<del>41,257</del>	<del>59,186</del>	<del>8</del>	<del>28,561</del>	<del>40,967</del>
<del>7</del>	<del>38,438</del>	<del>54,937</del>	<del>7</del>	<del>26,611</del>	<del>38,026</del>
<del>6</del>	<del>35,554</del>	<del>50,690</del>	<del>6</del>	<del>24,613</del>	<del>35,004</del>
<del>5</del>	<del>33,546</del>	<del>46,449</del>	<del>5</del>	<del>23,372</del>	<del>32,153</del>
<del>4</del>	<del>30,447</del>	<del>42,604</del>	<del>4</del>	<del>21,074</del>	<del>29,478</del>

<del>3</del>	<del>27,634</del>	<del>39,049</del>	<del>3</del>	<del>18,977</del>	<del>27,041</del>
<del>2</del>	<del>25,464</del>	<del>35,855</del>	<del>2</del>	<del>17,629</del>	<del>24,822</del>
<del>1</del>	<del>23,482</del>	<del>32,944</del>	<del>1</del>	<del>16,252</del>	<del>22,798</del>

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.

*Revised June 1, 2020*

**F.3 Hourly Rates for Part-time Office and Technical Non-Unit Classified Office and Technical Employees**

Each year the Board of Trustees will approve hourly rates for all part-time Non-Unit Classified employees. The Board of Trustees shall approve and publish the schedules by no later than June 30 of each year, to go into effect at the start of the new fiscal year.

~~(Effective July 1, 2012)~~

<del>RANGE</del>	<del>MINIMUM</del>	<del>MAXIMUM</del>
<del>1</del>	<del>\$ 9.78</del>	<del>\$ 13.80</del>
<del>2</del>	<del>10.70</del>	<del>15.16</del>
<del>3</del>	<del>11.79</del>	<del>16.64</del>
<del>4</del>	<del>13.16</del>	<del>18.28</del>
<del>5</del>	<del>14.67</del>	<del>20.08</del>
<del>6</del>	<del>15.62</del>	<del>22.07</del>
<del>7</del>	<del>17.06</del>	<del>24.06</del>
<del>8</del>	<del>18.40</del>	<del>25.96</del>
<del>9</del>	<del>20.03</del>	<del>28.32</del>

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.~~

*Revised June 1, 2020*

### **F.3.1 Workforce Solutions Group/Corporate Services Temporary Hourly Classified Employee Pay Scale**

Each year the Board of Trustees will approve the pay scale for Workforce Solutions Group/Corporate Services temporary hourly classified employees. The Board of Trustees shall approve and publish the schedules by no later than June 30 of each year, to go into effect at the start of the new fiscal year.

~~—— (Effective July 1, 2012)~~

<del>—— LEVEL ——</del>	<del>—— RATE ——</del>
<del>—— 1 ——</del>	<del>—— \$12.58 ——</del>
<del>—— 2 ——</del>	<del>—— 15.39 ——</del>
<del>—— 3 ——</del>	<del>—— 18.19 ——</del>
<del>—— 4 ——</del>	<del>—— 20.98 ——</del>
<del>—— 5 ——</del>	<del>—— 25.19 ——</del>

Exceptions to this scale may be made only with the approval of the Associate Vice Chancellor of Human Resources and the Chancellor.

*Revised June 1, 2020*

### **F.4 Placement of Non-Unit Employees on the Office and Technical Salary Schedule**

*(For non-unit employees)*

The College will normally place aAll beginning non-unit office-Office and technical Technical employees will normally be employed by the College at the minimum salary for their assigned range.; Exceptions to this placement may be made however, based upon experience, local job market, specific expertise, and should consider internal equity. Exceptions to initial placement shall not exceed 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 ten (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.

*Revised June 1, 2020*

#### **F.4.1 Promotional Salary Increase for Non-Unit Office and Technical Employees**

An employee who applies for and is awarded a promotion to a position in a higher salary range will receive a ten (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.

*Revised June 1, 2020*

#### **F.5 ~~Position Changes~~ Reclassification of Position and Salary Range**

When in the judgment of the ~~administration supervisor~~ a significant change in the responsibility of a position has occurred, the College may reclassify the position to the appropriate range as outlined in Administrative Procedures.

If an employee is reclassified to a position in a higher range, the employee will receive the appropriate salary increase in the new range, but in no case will the employee's salary exceed the maximum of the new range. Final salary placement shall be based upon experience, local job market, specific expertise, and should consider internal equity

~~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~~ their 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: For purposes of this Board Policy, — Misclassification is defined as the improper placement of jobs in the salary schedule, an employee performing the work of a higher, lateral or lower classification or different primary job duties.

*Revised June 1, 2020*

## **F.6 Additional Compensation**

### **F.6.1 Additional Responsibilities**

If the College requests that an employee assume some of the primary performance requirements assigned to another position for a period in excess of 15 calendar days, that employee may be eligible to receive an increase in their salary of up to 10 percent during the period such duties are assigned. The increase must be recommended by the employee's immediate supervisor. Upon receipt of a recommendation that additional compensation be provided to an employee, the Associate Vice Chancellor of Human Resources or designee will be responsible for determining the percent of additional compensation, if any. Recommendations for additional compensation will then be submitted to the Chancellor for review. If approved, the Chancellor will submit a recommendation to the Board of Trustees for action at the next regularly scheduled Board meeting.

Additional compensation is limited to 180 calendar days, unless it is recommended for additional time to the Board of Trustees and follows the same process, as stated above.

~~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.~~

*Revised June 1, 2020*

## F.6.2 Teaching and Coaching Activities

Non-Unit Classified office and technical employees are not eligible for teaching and coaching work assignments. ~~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.~~

*Revised June 1, 2020*

## F.7 Shift Differential Rates for Non-unit Classified Employees

A premium of four (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 six (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 temporary 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.

*Revised June 1, 2020*

## F.8 Work Periods, Overtime ~~and Dinner Allowance~~

### F.8.1 Work Year and Work Schedules

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.

*Revised June 1, 2020*

### **F.8.2 ~~Thirty-six~~Six-week-Week Assignment**

In selected job categories, ~~Ce~~classified employees may be hired for a ~~36-~~week assignment. In such cases compensation, schedule, and vacation and medical leave accrual will be calculated to reflect a proration between ~~36-~~ and ~~52-~~weeks and outlined in Administrative Procedures.

*Revised June 1, 2020*

### **F.8.3 Overtime Compensation**

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-ensure 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.~~

*Revised June 1, 2020*

### **F.8.4 ~~Dinner Allowance~~**

~~(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**

~~(For full-time office and technical unit and physical plant unit employees, see applicable Resolution.)~~

To resign in good standing and be eligible for re-hire, an employee must give at least 14 calendar days prior notice unless extenuating circumstances (approved by Human Resources) dictate otherwise, and the College agrees to permit a shorter period of notice. All resignations shall be brought to the Board of Trustees for ratification action at the next regularly scheduled Board meeting. Upon action, the employee shall receive a notice of the Board of Trustees' action and final standing.

*Revised June 1, 2020*

## **F.10 Layoff**

~~(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 (7) 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~~ Administrative procedures ~~Procedures~~.

*Revised June 1, 2020*

## **F.11 Suspension**

~~(For full-time office and technical unit and physical plant unit employees, see applicable Resolution.)~~

A supervisor ~~or department head~~ may send a request to to Human Resources suspend, for cause related to the performance of duty, ~~suspend~~ any employee under ~~his/her~~ their jurisdiction for a period not to exceed three (3) 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~~ Human Resources will review the case ~~and make his/her own~~

~~determination with the appropriate supervisors to determine if extending the time of suspension is justified. 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 of suspension, and whether with or without pay will be forwarded to the employee affected in each case within three (3) working days of the initial suspension. The employee will have the right to appeal the suspension through the appropriate steps of the ~~relevant 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~~ College officer or the Chancellor in the event said employee has been formally charged with a commission of a felony and during the pendency of said charge.

*Revised June 1, 2020*

## **F.12 Dismissal**

~~(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~~ Human Resources. The employee will have the right to appeal ~~his/hers~~ their dismissal in accordance with the relevant grievance procedure. Human Resources should make a recommendation to if the chancellor ~~Chancellor ratifies for the~~ dismissal. The Chancellor can then make a recommendation for approval of the dismissal to the Board of Trustees at the next regularly scheduled Board meeting. 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; conviction of a felony; insubordination; 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 of Trustees, as provided in Board ~~policy~~Policy, an appeal on dismissal must first be carried through the designated appeal steps in the ~~classified-relevant~~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.

*Revised June 1, 2020*

### **F.13 Grievance Process for Non-~~u~~Unit Classified Employees**

*(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~~Policy or ~~administrative~~Administrative proceduresProcedures, 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~~Policy and/or ~~administrative~~Administrative proceduresProcedures. 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~~Policy and/or ~~administrative~~Administrative proceduresProcedures 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 of Trustees or by any member of the administration against an employee because of his/her-their participation in the grievance process.

### *Grievance Procedures:*

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 their/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-their immediate supervisor will be held within five (5) 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 (3) days following the conference.
- d. If the employee is not satisfied with the response issued and wishes to proceed with his/her-their grievance, he/she-they must give written notice of such intent to the appropriate administrator within three (3) days of receipt of the response or within six (6) days of the Step ~~1-b~~ conference, if no response is given by the College.

## Step 2

- a. The appropriate administrator, or ~~his/her~~their designee, will conduct a conference with the employee and ~~his/her~~their immediate supervisor within three (3) days following receipt of written notice.
- b. The appropriate administrator, or ~~his/her~~their designee, will issue a written response to the employee within three (3) days following the conference.
- c. If the employee is not satisfied with the response received and wishes to proceed with ~~his/her~~their grievance, ~~he/she~~they must give written notice of such intent to the ~~Campus President and Chief Academic Officer~~Officer or ~~vice Vice chancellor~~Chancellor within three (3) days following receipt of the response or within six (6) days of the Step 2a conference if no response is given by the College.

## Step 3

- a. The ~~Campus President and Chief Academic Officer~~Officer or ~~Vice Chancellor~~Chancellor, or ~~his/her~~their designee, will conduct a conference with the employee within three (3) days following receipt of written notice from the employee.
- b. A written response will be issued by the College to the employee within three (3) days following the conference.
- c. If the employee is not satisfied with the response and wishes to proceed with ~~his/her~~their grievance, ~~he/she~~they must give written notice of such intent to the Associate Vice Chancellor of Human Resources within three (3) days of receipt of the response or within six (6) 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~~their designee, will conduct a conference with the employee within three (3) days following receipt of written notice from the employee.
- b. A written response will be issued by the College to the employee within three (3) days following the conference.

## Step 5

If the employee is not satisfied with the decision received at Step 4b, ~~he/she~~they may exercise one of the following alternatives:

- a. The employee may submit an appeal in writing to the Board of Trustees within three (3) days from receipt of the response or within six (6) 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 grievance procedure, and such other statements or information which the employee deems relevant. The Board of Trustees will consider the grievance at its next regularly scheduled Board Executive Session and take such appropriate steps to review the grievance that it deems advisable, which may, in the Board of Trustee's discretion, include providing the employee with a hearing at the earliest practicable ~~executive~~ Executive session ~~Session~~ of the Board of Trustees. 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 of Trustees 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 of Trustees 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~~ Chancellor, or ~~his/her~~ their 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~~ Policy and/or ~~administrative~~ Administrative procedures ~~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 of Trustees under applicable law.

At its next regularly ~~scheduled~~ Board meeting, the Board of Trustees, in ~~executive~~ Executive session ~~Session~~, will consider the grievance and the advisory recommendations of the fact-finder. The Board of Trustees may accept (in whole

or in part), modify or reject the fact finder's recommendatory findings of fact and conclusions. The Board of Trustees, 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.

*Revised June 1, 2020*

#### **F.14 Emeritus Status for Full-Time Non-Unit Classified Office and Technical Employees**

Full-time non-unit classified ~~office~~ Office and ~~technical~~ Technical employees who otherwise qualify for Emeritus Staff Retirement Privileges under Board Policy ~~€ 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 (1) 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~~ their retirement.

*Revised June 1, 2020*

## **F CLASSIFIED**

*Provisions regarding full-time Office and Technical Unit and Physical Plant Unit Employees, may be found in the applicable bargaining unit Resolution. To the extent that a Board Policy specifically conflicts with a provision or term within the applicable bargaining unit Resolution, then the applicable bargaining unit Resolution controls.*

### **F.1 Classified Employees - Definitions**

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**

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 90 calendar days of employment, unless administration authorizes an extension based upon extenuating circumstances. 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.

#### **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 of Trustees for ratification at the next regularly scheduled 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 of Trustees for ratification at the next possible regularly scheduled 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.

*Revised June 1, 2020*

## **F.2 Salary Schedules for Full-time Non-Unit Classified Office and Technical Employees**

Each year the Board of Trustees will approve salary schedules for all full-time Non-Unit Classified employees. The Board of Trustees shall approve and publish the schedules by no later than June 30 of each year, to go into effect at the start of the new fiscal year.

*Revised June 1, 2020*

## **F.3 Hourly Rates for Part-time Non-Unit Classified Office and Technical Employees**

Each year the Board of Trustees will approve hourly rates for all part-time Non-Unit Classified employees. The Board of Trustees shall approve and publish the schedules by no later than June 30 of each year, to go into effect at the start of the new fiscal year.

*Revised June 1, 2020*

### **F.3.1 Workforce Solutions Group/Corporate Services Temporary Hourly Classified Employee Pay Scale**

Each year the Board of Trustees will approve the pay scale for Workforce Solutions Group/Corporate Services temporary hourly classified employees. The Board of Trustees shall approve and publish the schedules by no later than June 30 of each year, to go into effect at the start of the new fiscal year.

Exceptions to this scale may be made only with the approval of the Associate Vice Chancellor of Human Resources and the Chancellor.

*Revised June 1, 2020*

## **F.4 Placement of Non-Unit Employees on the Office and Technical Salary Schedule**

The College will normally place all beginning non-unit Office and Technical employees at the minimum salary for their assigned range. Exceptions to this placement may be made based upon experience, local job market, specific expertise, and should consider internal equity. Exceptions to initial placement shall not exceed ten (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.

*Revised June 1, 2020*

#### **F.4.1 Promotional Salary Increase for Non-Unit Office and Technical Employees**

An employee who applies for and is awarded a promotion to a position in a higher salary range will receive a ten (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.

*Revised June 1, 2020*

#### **F.5 Reclassification of Position and Salary Range**

When in the judgment of the supervisor a significant change in the responsibility of a position has occurred, the College may reclassify the position to the appropriate range as outlined in Administrative Procedures.

If an employee is reclassified to a position in a higher range, the employee will receive the appropriate salary increase in the new range, but in no case will the employee's salary exceed the maximum of the new range. Final salary placement shall be based upon experience, local job market, specific expertise, and should consider internal equity

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 their position and/or range is misclassified will have recourse to the grievance procedure. All grievances concerning classification will be initiated at the Step 3 level of the grievance procedure.

For purposes of this Board Policy, misclassification is defined as the improper placement of jobs in the salary schedule, an employee performing the work of a higher, lateral or lower classification or different primary job duties.

*Revised June 1, 2020*

## **F.6 Additional Compensation**

### **F.6.1 Additional Responsibilities**

If the College requests that an employee assume some of the primary performance requirements assigned to another position for a period in excess of 15 calendar days, that employee may be eligible to receive an increase in their salary of up to 10 percent during the period such duties are assigned. The increase must be recommended by the employee's immediate supervisor. Upon receipt of a recommendation that additional compensation be provided to an employee, the Associate Vice Chancellor of Human Resources or designee will be responsible for determining the percent of additional compensation, if any. Recommendations for additional compensation will then be submitted to the Chancellor for review. If approved, the Chancellor will submit a recommendation to the Board of Trustees for action at the next regularly scheduled Board meeting.

Additional compensation is limited to 180 calendar days, unless it is recommended for additional time to the Board of Trustees and follows the same process, as stated above.

*Revised June 1, 2020*

### **F.6.2 Teaching and Coaching Activities**

Non-Unit Classified office and technical employees are not eligible for teaching and coaching work assignments.

*Revised June 1, 2020*

## **F.7 Shift Differential Rates for Non-unit Classified Employees**

A premium of four (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 six (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 part-time temporary 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.

*Revised June 1, 2020*

## **F.8 Work Periods, Overtime**

### **F.8.1 Work Year and Work Schedules**

The normal work year will be 52 weeks. The normal work schedule for non-exempt employees will be 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.

*Revised June 1, 2020*

### **F.8.2 Thirty-Six-Week Assignment**

In selected job categories, Classified employees may be hired for a 36-week assignment. In such cases compensation, schedule, and vacation and medical leave accrual will be calculated to reflect a proration between 36- and 52-weeks and outlined in Administrative Procedures

*Revised June 1, 2020*

### **F.8.3 Overtime Compensation**

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 ensure compliance with provisions of the Fair Labor Standards Act applicable to non-exempt employees in the payment of overtime.

*Revised June 1, 2020*

## **F.9 Resignation**

To resign in good standing and be eligible for re-hire, an employee must give at least 14 calendar days prior notice unless extenuating circumstances (approved by Human Resources) dictate otherwise, and the College agrees to permit a shorter period of notice. All resignations shall be brought to the Board of Trustees

for action at the next regularly scheduled Board meeting. Upon action, the employee shall receive a notice of the Board of Trustees' action and final standing.

*Revised June 1, 2020*

### **F.10 Layoff**

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 (7) 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 Administrative Procedures.

*Revised June 1, 2020*

### **F.11 Suspension**

A supervisor may send a request to Human Resources suspend, for cause related to the performance of duty, any employee under their jurisdiction for a period not to exceed three (3) working days. Human Resources will review the case with the appropriate supervisors to determine if extending the time of suspension is justified. A written statement of the reasons for the suspension, the length of suspension, and whether with or without pay will be forwarded to the employee affected in each case within three (3) working days of the initial suspension. The employee will have the right to appeal the suspension through the appropriate steps of the relevant 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 College officer or the Chancellor in the event said employee has been formally charged with a commission of a felony and during the pendency of said charge.

*Revised June 1, 2020*

### **F.12 Dismissal**

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 Human Resources. The employee will have the right to appeal their dismissal in accordance with the relevant grievance procedure. Human Resources should make a recommendation to the Chancellor for dismissal. The Chancellor can then make a recommendation for approval of the dismissal to the Board of Trustees at the next regularly scheduled Board meeting. Causes deemed sufficient for dismissal may include but are not limited to: conviction of a serious crime; conviction of a felony; insubordination; 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 of Trustees, as provided in Board Policy, an appeal on dismissal must first be carried through the designated appeal steps in the relevant 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.

*Revised June 1, 2020*

### **F.13 Grievance Process for Non-Unit Classified Employees**

#### *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 of Trustees or by any member of the administration against an employee because of their participation in the grievance process.

*Grievance Procedures:*

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 their 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 their immediate supervisor will be held within five (5) 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 (3) days following the conference.
- d. If the employee is not satisfied with the response issued and wishes to proceed with their grievance, they must give written notice of such intent to the appropriate administrator within three (3) days of receipt of the response or within six (6) days of the Step 1b conference, if no response is given by the College.

## Step 2

- a. The appropriate administrator, or their designee, will conduct a conference with the employee and their immediate supervisor within three (3) days following receipt of written notice.
- b. The appropriate administrator, or their designee, will issue a written response to the employee within three (3) days following the conference.
- c. If the employee is not satisfied with the response received and wishes to proceed with their grievance, they must give written notice of such intent to the Campus President and Chief Academic Officer or Vice Chancellor within three (3) days following receipt of the response or within six (6) days of the Step 2a conference if no response is given by the College.

## Step 3

- a. The Campus President and Chief Academic Officer or Vice Chancellor, or their designee, will conduct a conference with the employee within three (3) days following receipt of written notice from the employee.
- b. A written response will be issued by the College to the employee within three (3) days following the conference.
- c. If the employee is not satisfied with the response and wishes to proceed with their grievance, they must give written notice of such intent to the Associate Vice Chancellor of Human Resources within three (3) days of receipt of the response or within six (6) 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 their designee, will conduct a conference with the employee within three (3) days following receipt of written notice from the employee.
- b. A written response will be issued by the College to the employee within three (3) days following the conference.

## Step 5

If the employee is not satisfied with the decision received at Step 4b, they may exercise one of the following alternatives:

- a. The employee may submit an appeal in writing to the Board of Trustees within three (3) days from receipt of the response or within six (6) 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 grievance procedure, and such other statements or information which the employee deems relevant. The Board of Trustees will consider the grievance at its next regularly scheduled Board Executive Session and take such appropriate steps to review the grievance that it deems advisable, which may, in the Board of Trustee's discretion, include providing the employee with a hearing at the earliest practicable Executive Session of the Board of Trustees. 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 of Trustees 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 of Trustees 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 their 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 of Trustees under applicable law.

At its next regularly scheduled Board meeting, the Board of Trustees, in Executive Session, will consider the grievance and the advisory recommendations of the fact-finder. The Board of Trustees may accept (in whole or in part), modify or reject the fact finder's recommendatory findings of fact and conclusions. The Board of Trustees, 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.

*Revised June 1, 2020*

#### **F.14 Emeritus Status for Full-Time Non-Unit Classified Office and Technical Employees**

Full-time non-unit classified Office and Technical employees who otherwise qualify for Emeritus Staff Retirement Privileges under Board Policy 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. An emeritus staff member shall have up to one (1) 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 their retirement.

*Revised June 1, 2020*

## G EDUCATIONAL AND STUDENT PROGRAMS AND REQUIREMENTS

### G.1 Credit Programs

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.

*Revised May-June 1, 2020*

### G.2 Non-Credit Programs

The College ~~also~~ will develop and provide non-credit courses, ~~and~~ programs, and services to meet the College's mission, vision, and values. ~~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.~~

*Revised June 1, 2020*

### G.3 Curriculum Development and Review

The faculty ~~and instructional administrators~~ along with the applicable Academic Affairs or Student Affairs administrators will be responsible for proposing, regularly evaluating, and revising the educational programs and courses. For ~~the~~ career programs, ~~advisory committees~~ the College will seek external ~~made up of~~ knowledgeable professionals will to 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 credit~~ programs will be submitted to the Board of Trustees for ~~approval~~action.

*Revised June 1, 2020*

#### **G.4 Advisory Committees**

Advisory committees comprised of community members, external knowledgeable professionals, and College employees ~~may will~~ be established to consult with faculty and staff about the College's programs and services. The ~~chancellor~~Vice Chancellor for Academic Affairs will approve the members of the advisory committees and submit the names for ratification to the Board of Trustees at the next regularly scheduled will recommend members to the Board for ~~approval~~meeting.

*Revised June 1, 2020*

#### **G.5 Academic Calendar**

The ~~Ce~~hancellor will recommend to the Board of Trustees for approval an academic calendar that meets state, federal, and accreditation guidelines for minimum required time for instruction; provides for maximum use of College resources; and provides for a program of year-round education.

*Revised June 1, 2020*

#### **G.6 Articulation with Other Educational Institutions**

The College will work with secondary schools to facilitate the transition of students from high school to the College. The College, in cooperation with schools, educational programs, or 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 Missouri Coordinating Board for Higher Education to offer appropriate transfer courses that foster a smooth transition without the loss of credit.

~~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.~~

*Revised June 1, 2020*

## **G.7 Admissions Criteria for Credit Programs**

The College will establish criteria for admission of applicants that must be met and is outlined in Administrative Procedures. ~~Applicants for admission to the College must have met one of the following criteria:~~

- ~~a. Earned a high school diploma.~~
- ~~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:
 
  - ~~a. is without a high school diploma or equivalent,~~
  - ~~b. is at least 18 years old, and~~
  - ~~c. 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.~~

*Revised June 1, 2020*

### **G.7.1 International Student Admission**

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.

*Reviewed June 1, 2020*

### **G.7.2 Course Placement**

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.

*Revised June 1, 2020*

### **G.7.3 Residency Requirements**

The College will comply with all applicable state and federal laws and regulations regarding residency requirements for the purpose of establishing maintenance fees. Established criteria for residency shall be outlined in Administrative Procedures.

~~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.~~

~~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.~~
- ~~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.~~

*Revised June 1, 2020*

### **G.8 Students with Disabilities**

The College is committed to providing all students with an equitable and accessible environment in learning opportunities, programs, and resources. The College's Access Office provides support services and reasonable accommodations to qualified students with disabilities. The process for obtaining accommodations is set forth in the designated Administrative Procedures.

*Adopted June 1, 2020*

### **G.8.1 Grievance Process for Students with Disabilities**

In furtherance of the College's commitment, grievance procedures for the prompt and equitable resolution of complaints are available to students who believe they have been denied equal access in the form of appropriate accommodations, auxiliary aids or effective communication or suffered discriminatory harassment as described by Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and are set forth in the College's designated Administrative Procedures.

Adopted June 1, 2020

### **G.8 Persons ~~Students~~ with Disabilities**

~~The College will be committed to non-discrimination, and will provide reasonable accommodations for qualified students with disabilities in all activities, programs, or services operated or sponsored by the College, including, but not limited to, academic services and programs, and student services.~~

~~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.~~

~~The College is committed to providing all students with an equitable and accessible environment in learning opportunities, programs, resources. The College's Access Office provides support services and reasonable accommodations to students with disabilities, process set forth in the designated Administrative Procedures.~~

### **G.8.1 Grievance Process for Students with Disabilities**

~~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.~~

~~Revised May 1, 2020~~

## **G.9 Academic Standards for Credit Courses**

### **G.9.1 Attendance**

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 as required by Board Policy and applicable Administrative Procedures. For 16-week courses, tThe documentation must include attendance records for the first four weeks of the semester.; For courses that are less than 16 weeks in duration, the documentation must include records for the first day of attendance\_ for later starting parts of term and a last date of attendance for each student. For all courses, regardless of duration, the documentation must include a record of the last academic activity. For online courses, attendance is determined by student engagement, as determined and specified by the instructor in the course syllabus.

Students designated as dual enrollment may be subject to additional attendance reporting requirements, as outlined in Administrative Procedures.

~~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.~~

*Revised June 1, 2020*

### **G.9.2 Final Examination**

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.

*Reviewed June 1, 2020*

### **G.9.3 Grades**

~~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~~ for prior learning
- S - Satisfactory
- U - Unsatisfactory
- PR - Progress - Re-enroll
- NG - No grade assigned by instructor.

TR - Transfer coursework, C or better

TD - Transfer coursework, D

*Revised June 1, 2020*

#### **G.9.4 Grade Points**

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, TR and TD receive no numerical value.

*Revised June 1, 2020*

#### **G.9.5 College Credit Hours**

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, federal, and accreditation guidelines. Clinical and internship experiences will follow a formula-based equivalent. ~~Distance Education courses are an exception to this policy.~~

*Revised June 1, 2020*

## G.9.6 Honors

Transcripts and diplomas of graduates who have earned cumulative grade point averages ~~between of 3.5 or higher and 3.74~~ will be designated "Cum Laude With Academic Honors." Transcripts and diplomas of graduates who have earned cumulative grade point averages between 3.75 and 3.99 will be designated "Magna Cum Laude." Transcripts and diplomas of graduates who have earned cumulative grade point averages of 4.0 will be designated "With Highest Academic Honors Summa Cum Laude."

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 completion of each increment of 12 credit hours (12, 24, 36, etc.) with a grade point average of 3.5 or higher.

*Revised June 1, 2020*

## G.9.7 Maximum Course Load

Students wishing to enroll in more than 18 credit hours in a fall or spring semester or twelve credit hours in the summer session must have permission from the mManager of aAdvising, or his/her designee. in consultation with the program coordinator when appropriate, or their designee.

*Revised June 1, 2020*

## G.9.8 Repeated Courses

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 academic advisor.
- e.d. The repeated course is taken at the College.

*Revised June 1, 2020*

## G.9.9 Satisfactory Academic Progress

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.).

Failure to maintain satisfactory academic progress may result in probation or suspension.

~~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.

*Revised June 1, 2020*

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

International students with F-1 visas must comply with federal requirements pertaining to enrollment and satisfactory academic progress to maintain their F-1 Visa status. :

~~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.~~

*Revised June 1, 2020*

### **G.9.11 Satisfactory Academic Progress for Students Receiving Federal Higher Education Act (HEA) Title IV Financial Aid**

In accordance with federal requirements, tThe 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.~~

*Revised June 1, 2020*

### **G.9.12 Satisfactory Academic Progress for Students Receiving Veterans' Benefits**

The College will follow all federal requirements regarding the administration of Veterans' benefits.

~~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.~~

*Revised June 1, 2020*

### **G.9.13 Satisfactory Academic Progress for Students in Selective Admissions Career and Technical Education Programs**

The College will provide a process by which selective admission program leaders may get approval for program-specific standards related to satisfactory academic progress for their programs.

*Adopted June 1, 2020*

### **G.9.14~~3~~ Transfer Credits from Post-~~S~~secondary Institutions**

The College will evaluate transcripts from other accredited post-secondary institutions and military service ~~will be evaluated for degree and pre-requisite requirements in the same manner as credits earned at the College.~~ Credits in which passing grades have been earned will be accepted and counted in transfer as they fulfill ~~St. Louis Community~~ the 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.~~

*Revised June 1, 2020*

### **G.9.154 Grade Point Average Recalculation**

~~A student may petition the College for a grade-point recalculation after either a program change or a prolonged absence from the College as outlined in Administrative Procedures.~~

~~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.~~

*Revised June 1, 2020*

### **G.10 ~~Credit by Examination and Credit for Non-Collegiate Education or Experience~~Other Sources of Credit**

Students may receive credit for courses identified by ~~St. Louis Community~~the College by successfully completing ~~departmental examinations~~an established prior learning process 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 ~~A~~administrative ~~P~~procedures.

*Revised June 1, 2020*

### **G.11 Classification of Students in Credit Programs**

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.~~

*Revised June 1, 2020*

## **G.12 Academic Awards for Credit Programs: Degrees, Certificates and Requirements**

### **G.12.1 Associate Degrees**

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, as outlined in Administrative Procedures. 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 Campus President and Chief campus Academic affairs Officer Registrar to approve

candidates and to recommend to the Cehancellor those approved for associate degrees.

*Revised June 1, 2020*

## **G.12.2 General Degree Requirements**

The College will establish degree requirements in compliance with state, federal, and accreditation requirements, as outlined in Administrative Procedures.

- ~~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 general education courses equal to a minimum of twenty-five percent of the total credit hours for the program, distributed as follows:
  - ~~1. College Composition I or Career English, 3 credit hours required;~~
  - ~~2. Civics as defined by the Coordinating Board for Higher Education and included in state-wide guaranteed transfer lists, 3 credit hours required;~~
  - ~~3. Natural Science as defined by the Coordinating Board for Higher Education and included in state-wide guaranteed transfer lists or Mathematics, 3 credit hours required;~~
  - ~~4. Elective credit hours selected from state-wide guaranteed transfer lists to reach a minimum of twenty-five percent of the total credit hours for the program.~~~~
- ~~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;~~
- ~~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.~~

*Revised June 1, 2020*

### **G.12.3 Restrictions on Unspecified Electives**

Unspecified electives are defined as college-level courses that are not required, but can be included within a degree program.

A maximum of nine (9) 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.

*Reviewed June 1, 2020*

### **G.12.4 Certificates/Awards**

~~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.~~

The College will award Certificates of Proficiency, and Specialization for credit-based programs. The Award of Completion is awarded to non-credit programs, courses, or activities.

For students seeking an Associate's degree or Certificate of Proficiency, 15 credit hours must be completed at the College. For students seeking a Certificate of Specialization, 9 credit hours must be completed at the College.

*Revised June 1, 2020*

### **G.12.5 Transcripts**

Associate degrees, Certificates of Specialization, and Certificates of Proficiency will appear on the official transcript.

*Reviewed June 1, 2020*

### **G.12.6 Grade Requirements**

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.

*Reviewed June 1, 2020*

### **G.12.7 Graduation Requirements**

The College will establish specific graduation requirements in accordance with the requirements of the State of Missouri and appropriate accrediting agencies.

*Reviewed June 1, 2020*

### **G.12.8 Degree and Certificate Time Limits**

Students are expected to complete degree and certificate requirements within six (6) 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 (6) years of the semester and year of application for graduation.

Former students of the College returning to the institution may petition their Campus President and Chief Academic Officer to continue the original program of study, if the program was discontinued before their re-entry. Students may only petition to continue in a catalog year under which they were previously enrolled. Not all petitions will be approved.

*Revised June 1, 2020*

### **G.13 Academic Appeals Procedure**

A student may appeal an alleged violation of his/her/their academic rights ~~identified in the Fact Finder (student handbook) in accordance with the following procedures, as outlined in Administrative Procedures.~~ Students shall have the right to the following:

- a. Access to scheduled class meetings and appropriate instructional and support service.
- b. A syllabus describing course objectives; units of subject matter to be provided; evaluation procedures; major course requirements such as term papers, book reviews, field trips, and weekly reports; and rules of attendance, grading and conduct.
- c. Instruction that begins promptly; is presented in a clear and concise manner; and provides relevant structured activities consistent with the contact hour requirements of the course.
- d. Classroom instruction, assignments and evaluations that are consistent with the general course description and the specifications of the syllabus.
- e. Be treated in a humane, ethical, and professional manner both in the classroom and in all communication and contact with the instructor, other staff and other students.

#### 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~~

~~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 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.~~

*Revised June 1, 2020*

## **G.14 Confidentiality of Student Records**

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 (20 U.S.C. 1232g: 34 CFR Part 99) and with all other state, federal, and international laws in regard to the release of student information.

*Revised June 1, 2020*

## **G.15 Financial Aid for Students in Credit Programs**

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 study, and scholarship programs. A district College Financial Aid Committee will review financial aid policy regularly and recommend necessary changes. stay apprised of relevant state and federal requirements and recommend any necessary updates to applicable Board Policies and/or Administrative Procedures.

### 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.~~

### 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.~~

*Revised June 1, 2020*

### **G.15.1 Board of Trustees Scholarship Program**

The principle purpose of the Board of Trustees' Scholarship program is to recruit and to retain students who have potential in academics, leadership, or athletics. The scholarship program will follow the process outlined in Administrative Procedures.

*Adopted June 1, 2020*

### **G.16 Student Life**

The College is committed to providing opportunities to enhance student success, retention and graduation. This will be achieved through connecting students to resources and programming which contribute to their holistic development, while ensuring that all students feel welcomed and supported as part of the community.

*Adopted June 1, 2020*

### **G.16.1 Student Activities**

The College will offer a dynamic program of student activities in which students are encouraged to participate. Students may establish and join College-recognized organizations.

In order to obtain or maintain status as a College-recognized organization, an organization must follow all Board Policies, Administrative Procedures, and Standards and Guidelines outlined by Student Affairs.

Each student organization must have an advisor who is an employee of the College and has been approved by the College. 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 detailed in Administrative Procedures

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 employees, 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 their intention to violate the law, Board Policies, or Administrative Procedures, and if such violation does occur, disciplinary action may be taken against the sponsoring student organization. Violation of law, Board Policies, or Administrative

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.

Revised June 1, 2020

### **G.16.2 Committee Service**

Students may be invited to serve as members on College committees.

Reviewed June 1, 2020

### **G.16.3 Intercollegiate Athletics**

All athletic teams and their members will conform to Board Policies, Administrative Procedures, and Department Standards and Guidelines set forth by the College regarding intercollegiate athletics. In addition, all athletic teams and their members will conform to the policies and procedures of the National Junior College Athletic Association (NJCAA).

Revised June 1, 2020

### **G.16.4 Travel and Off-site Activities**

All College-sponsored travel and off-site activities must have prior written approval as outlined in Administrative Procedures. All participants must sign the approved College release form before the travel or activity.

Revised June 1, 2020

## **G.17 Student Rights and Responsibilities**

The College is committed to creating inclusive, welcoming, and respectful learning environments focused on the needs of our diverse communities. The College does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, and any other status protected by applicable state or federal law. The College's Nondiscrimination policies apply to any phase of its admission or financial aid programs, and all of its educational programs or activities.

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 **protected Veteran status** by Board Policy. Students who believe they have been subjected to discrimination should use the procedures described in Board Policy and Administrative Procedures.

In all cases where student complaints involve employees of the College, additional processes as set forth in bargaining unit agreements may also apply.

Retaliation of any kind is prohibited and includes, but **is** not limited to, any act of interference, reprisal, discouragement, or harassment of any member of the College who reports, complains of or participates in the investigation or resolution of student conduct or other complaint. Acts of retaliation covered include those committed by any individual, not just those directly involved in the complaint.

*Revised June 1, 2020*

### **G.16.1 Student Activities**

~~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. obtains SG~~

~~Each student organization must have an advisor who is an employee of the College and has been approved by the administration College. 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 detailed in Administrative 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.~~

~~*Revised June 1, 2020*~~

### ~~**G.16.2 Committee Service**~~

~~Students may be invited to serve as members on College committees.~~

~~*Reviewed June 1, 2020*~~

### ~~**G.16.3 Intercollegiate Athletics**~~

~~All athletic teams their will conform to the guidelines and procedures set forth by the College regarding intercollegiate athletic their as well as conform to the policies and procedures of the National Junior College Athletic Association (NJCAA).~~

~~*Revised June 1, 2020*~~

### ~~**G.16.4 Travel and Off-site Activities**~~

~~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.~~

*Revised June 1, 2020*

### **G.17.1 Students with Disabilities**

The College is committed to providing all students with an equitable and accessible environment in learning opportunities, programs, and resources. The College's Access Office provides support services and reasonable accommodations to qualified students with disabilities, the process for obtaining accommodations is set forth in the designated Administrative Procedures.

### **G. 17.2 Grievance Process for Students with Disabilities**

In furtherance of the College's commitment, grievance procedures for the prompt and equitable resolution of complaints are available to students who believe they have been denied equal access in the form of appropriate accommodations, auxiliary aids or effective communication or suffered discriminatory harassment as described by Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 set forth in the College's designated Administrative Procedures.

### **G.17.3 Title IX**

Students who believe they have witnessed or been subjected to sex-based discrimination (sexual assault, sexual harassment, relationship violence, domestic violence, stalking, etc.) are encouraged to report concerns to the College Title IX Coordinator, Campus Senior Student Affairs Officer, or campus based Title IX investigators. Information on Title IX processes, supportive resources, and requests for interim measures will be provided. Detailed information on the resolution of Title IX complaints can be found in Administrative Procedures.

*Revised June 1, 2020*

Upon enrolling in the College, each student assumes an obligation to conduct himself/herselfthemselves 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. **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, as detailed in Administrative Procedures:~~

- ~~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 Board Policies, Administrative Procedures, or standards and guidelines, 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; and~~

~~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 Policy and Administrative Procedure G6s.~~

~~Students who believe they have witnessed or been subjected to sex-based discrimination (sexual assault, sexual harassment, relationship violence, domestic violence, stalking, etc.) are encouraged to report concerns to the College Title IX Coordinator, Campus Vice President for Student Affairs, or campus based Title IX investigators. Information on Title IX processes, supportive resources, and requests for interim measures will be provided. 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 Policies, the guidelines for implementation of the sexual harassment policy misconduct guidelines and standards. found in each campus library, and the Fact Finder for more information.~~

~~In all cases where the dispute involves a purely academic matter, the academic appeals process will be utilized to reach appropriate resolution(s).~~

~~In all cases where student complaints involve employees of the College, additional processes as set forth in bargaining unit agreements may also apply.~~

~~Retaliation of any kind is prohibited and includes, but not limited to, any act of interference, reprisal, discouragement, or harassment of any member of the College who reports, complains of or participates in the investigation or resolution of student conduct or other complaint is prohibited. Acts of retaliation covered included those committed by any individual not just those directly involved in the complaint.~~

## G.187.41 Misconduct Student Code of Conduct

The College is committed to maintaining an environment that fosters learning and personal development. Upon enrolling in the College, each student assumes an obligation to conduct themselves 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.

Misconduct that may subject a student to disciplinary action includes the following, as detailed in Administrative Procedures:

- a. Dishonesty;
- b. Forgery;
- c. Hazing;
- d. Harassment
- e. Obstruction or disruption;
- f. Sexual harassment;
- g. Physical abuse;
- h. Theft or damage to College property or property of others;
- i. Unauthorized entry to or use of College facilities;
- j. Violation of law or of College Board Policies, Administrative Procedures, or Department Standards and Guidelines, or campus rules or regulations (herein collectively called "Regulations");
- k. Use of, being under the influence of, possession of, or distribution of, alcohol or controlled substances;
- l. Disorderly conduct;
- m. Academic Misconduct;
- n. Failure to comply with directions of a College official;
- o. 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; and
- p. 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.

*Revised June 1, 2020*

## **G.18.1 Student Appellate Conduct Process**

~~Disciplinary proceedings shall be informational, fair, and expeditious. Appropriate due process rights will be provided to all parties. Information on student conduct processes shall be outlined in Administrative Procedures.~~

A student's alleged violation of ~~his/her~~**their** 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 conduct~~ process.

~~Disciplinary proceedings shall be informational, fair, and expeditious. Appropriate due process rights will be provided to all parties. Information on student conduct processes shall be outlined in Administrative Procedures.~~

In all cases where the dispute involves a purely academic matter, the student ~~appellate conduct~~ process will not be applicable. Academic matters will be handled through the academic appeals process.

~~Any person may request initiation of disciplinary proceedings, as outlined in Administrative Procedures, against a student suspected of violation of any law, Board Policy, Administrative Procedure, or **Department Guidelines and Standards.**~~

*Revised June 1, 2020*

#### **G.18.24 Determination of Responsibility**

~~The ~~C~~ampus ~~Senior~~Vice President for Student Affairs ~~Officer~~ will initiate a preliminary investigation and determine, utilizing a preponderance of the evidence standard, whether or not the student is responsible for violating conduct policies. The ~~campus Senior~~Campus Vice President for Student Affairs ~~Officer~~ will inform the student of the disposition of the matter which, if the student is found responsible, may include sanctions.~~

*Revised June 1, 2020*

#### **G.18.32 Sanctions**

~~The College makes every attempt to provide an educational sanction that will help a student to make better choices in the future. The educational sanction will become progressively more demanding if the student repeats violations, demonstrating that learning has not taken place. A student found to have violated their Code of Conduct as described above will be subject to one or more of the following sanctions: warning, disciplinary probation, restitution, compensatory or~~

community service, counseling assessment and compliance, suspension, or expulsion.

Warning

Disciplinary Probation

Restitution

Compensatory or Community Service

Counseling Assessment and Compliance

Suspension.

Expulsion

Educational components may be added to ~~the any~~ sanction(s). ~~listed above.~~

A student sanctioned at one (1) campus location is under sanction at all other locations of the College.

*Revised June 1, 2020*

### **G.18.3 Appeals**

Appeals processes are limited and detailed in Administrative Procedures.

*Revised June 1, 2020*

### **G.18.4 Student Conduct Hearing Committee**

A Student Conduct Hearing Committee ~~consisting of faculty, staff, and students~~ will be established and maintained on each campus to consider student conduct matters on appeal where ~~suspension or expulsion~~ are the sanction imposed by the ~~Senior Campus Vice President for Student Affairs Officer~~ who heard the initial case.

*Revised June 1, 2020*

~~The Student Conduct Hearing Committee will consist of five faculty members, five staff members and three student members. Faculty members will be recommended by the Provost. Staff members will be recommended by the Chief Student Affairs Officer. Student members will be recommended to the Chief~~

~~Student Affairs Officer by campus Student Government Associations, Phi Theta Kappa Chapters and Student Activities Office staff. The Campus Chief Student Affairs Officer will appoint Committee members and designate a Committee chair from the pool of recommended individuals.~~

### **G.18.5 Hearing Panel**

~~A panel consisting of three (3) Student Conduct Hearing Committee members, one of whom must be a student, must be present before a hearing can be convened.~~

### **G.18.6 Training Program**

~~The College will provide a training program for those persons who agree to serve on the Hearing Committee~~

*Revised May 1, 2020*

### **G.18.1 Violation of Student Rights**

~~The College will provide a process to ensure that all alleged violations of students rights are addressed, as outlined in Administrative Procedures.~~

#### **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.~~

*Revised June 1, 2020*

### **G.18.2 Disciplinary Actions for Violation of Student Responsibilities**

~~Any person may request initiation of disciplinary proceedings, as outlined in Administrative Procedures, against a student suspected of violation of any law, Board Policy, Administrative Procedure, or Regulation guidelines and standards. 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.~~

- ~~a. 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.~~

- ~~b. 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.~~
- ~~c. 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.~~
- ~~d. 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.~~

*Revised June 1, 2020*

### **~~G.18.3 Student Appellate Conduct Hearing Committee~~**

~~Each campus~~The College ~~will establish and maintain a Student Appellate Conduct Hearing Committee. Membership on the committee will consist of three faculty members and two alternates, one administrative or 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 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/herselfthemselves, 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 Campus President and 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 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/They 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.~~

### Appeal

~~Within ten (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 ten (10) calendar days after the date of the president's Vice Chancellor for Student Affairs's written decision. The decision of the Chancellor will be final.~~

### Sanctions

~~A student found to have violated his/her/their responsibilities Code of Conduct as described above will be subject to one or more of the following sanctions:~~

~~Censure Warning Reprimand for the violation of a specified Regulation Board Policy, Administrative Procedure, and/or standard and guideline(s), including the possibility of more severe disciplinary sanction in the event of additional violation of any Regulation Board Policy, Administrative Procedure, or standard and guideline 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 Expulsion—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 (1) calendar year. The conditions for readmission, if any are permitted, will be stated in the order of dismissal.~~

~~A student sanctioned at one College campus location is under sanction at all other locations of St. Louis Community Collegethe College.~~

~~Any student who is currently under sanction and who is found to have violated the terms of the sanction will be suspended or dismissed.~~

~~Revised June 1, 2020~~

## **G.19 Behavior Intervention Teams at St. Louis Community College**

~~Each campus will establish and maintain a Behavior Intervention Team. The College Behavior Intervention Teams provide a confidential, proactive systematic response to identified members of the College community whose behavior is of concern in order to support success and assist in protecting the health, safety, and welfare of the students and members of the College community.~~

~~Revised June 1, 2020~~

## **G.20 Student Death**

~~The College will establish Administrative Procedures regarding the event of a student death and awarding of posthumous credentials.~~

~~Adopted June 1, 2020~~

## **G.2~~10~~ Animal Care and Use**

~~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~~

~~The College will follow all local, state, and federal requirements regarding the use of animals in teaching and research.~~

~~Revised June 1, 2020~~

## **G.22 Online Education**

~~The College will offer online education courses and programs. Online education will meet all Board Policies, Administrative Procedures, online education Standards and Guidelines, and academic requirements set forth by federal, state, and accrediting agencies. In addition, the College will adhere to nationally recognized best practices and quality standards.~~

*Adopted June 1, 2020*

**G. 23 Children on Campus**

Students are not permitted to bring children to class nor should children be left unattended in halls, building offices or on campus.

*Adopted June 1, 2020*

## **G EDUCATIONAL AND STUDENT PROGRAMS**

### **G.1 Credit Programs**

Instruction offered for College credit will include 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.

*Revised June 1, 2020*

### **G.2 Non-Credit Programs**

The College will develop and provide non-credit courses, programs, and services to meet the College's mission, vision, and values.

*Revised June 1, 2020*

### **G.3 Curriculum Development and Review**

The faculty along with the applicable Academic Affairs or Student Affairs administrators will be responsible for proposing, regularly evaluating, and revising the educational programs and courses. For career programs, the College will seek external knowledgeable professionals to 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 credit programs will be submitted to the Board of Trustees for action.

*Revised June 1, 2020*

### **G.4 Advisory Committees**

Advisory committees comprised of community members, external knowledgeable professionals, and College employees will be established to consult with faculty and staff about the College's programs and services. The Vice Chancellor for Academic Affairs will approve the members of the advisory committees and submit the names for ratification to the Board of Trustees at the next regularly scheduled Board meeting.

*Revised June 1, 2020*

## **G.5 Academic Calendar**

The Chancellor will recommend to the Board of Trustees for approval an academic calendar that meets state, federal, and accreditation guidelines for minimum required time for instruction; provides for maximum use of College resources; and provides for a program of year-round education.

*Revised June 1, 2020*

## **G.6 Articulation with Other Educational Institutions**

The College will work with secondary schools to facilitate the transition of students from high school to the College. The College, in cooperation with schools, educational programs, or 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 Missouri Coordinating Board for Higher Education to offer appropriate transfer courses that foster a smooth transition without the loss of credit.

*Revised June 1, 2020*

## **G.7 Admissions Criteria for Credit Programs**

The College will establish criteria for admission of applicants that must be met and is outlined in Administrative Procedures.

*Revised June 1, 2020*

### **G.7.1 International Student Admission**

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.

*Reviewed June 1, 2020*

### **G.7.2 Course Placement**

The College will enroll students in programs and courses on the basis of placement tests, pre-enrollment interviews, achievement in previous work, or other appropriate criteria.

*Revised June 1, 2020*

### **G.7.3 Residency Requirements**

The College will comply with all applicable state and federal laws and regulations regarding residency requirements for the purpose of establishing maintenance fees. Established criteria for residency shall be outlined in Administrative Procedures.

*Revised June 1, 2020*

### **G.8 Students with Disabilities**

The College is committed to providing all students with an equitable and accessible environment in learning opportunities, programs, and resources. The College's Access Office provides support services and reasonable accommodations to qualified students with disabilities. The process for obtaining accommodations is set forth in the designated Administrative Procedures.

*Adopted June 1, 2020*

#### **G.8.1 Grievance Process for Students with Disabilities**

In furtherance of the College's commitment, grievance procedures for the prompt and equitable resolution of complaints are available to students who believe they have been denied equal access in the form of appropriate accommodations, auxiliary aids or effective communication or suffered discriminatory harassment as described by Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and are set forth in the College's designated Administrative Procedures.

*Adopted June 1, 2020*

### **G.9 Academic Standards for Credit Courses**

#### **G.9.1 Attendance**

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 as required by Board Policy and applicable Administrative Procedures. For 16-week courses, the documentation must include attendance records for the first four weeks of the semester. For courses that are less than 16 weeks in duration, the documentation must include records for the first day of attendance. For all courses, regardless of duration, the documentation must include a record of the last academic activity. For online courses, attendance is determined by student engagement, as determined and specified by the instructor in the course syllabus.

Students designated as dual enrollment may be subject to additional attendance reporting requirements, as outlined in Administrative Procedures.

*Revised June 1, 2020*

### **G.9.2 Final Examination**

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.

*Reviewed June 1, 2020*

### **G.9.3 Grades**

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 for prior learning
- S - Satisfactory
- U - Unsatisfactory
- PR - Progress - Re-enroll
- NG - No grade assigned by instructor.
- TR - Transfer coursework, C or better
- TD - Transfer coursework, D

*Revised June 1, 2020*

#### **G.9.4 Grade Points**

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, TR and TD receive no numerical value.

*Revised June 1, 2020*

#### **G.9.5 College Credit Hours**

The unit of credit at the College is the semester hour. All classes will meet the minimum instructional time requirements established by state, federal, and accreditation guidelines. Clinical and internship experiences will follow a formula-based equivalent.

*Revised June 1, 2020*

#### **G.9.6 Honors**

Transcripts and diplomas of graduates who have earned cumulative grade point averages between 3.5 and 3.74 will be designated "Cum Laude." Transcripts and diplomas of graduates who have earned cumulative grade point averages between 3.75 and 3.99 will be designated "Magna Cum Laude." Transcripts and diplomas of graduates who have earned cumulative grade point averages of 4.0 will be designated "Summa Cum Laude."

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 completion of each increment of 12 credit hours (12, 24, 36, etc.) with a grade point average of 3.5 or higher.

*Revised June 1, 2020*

### **G.9.7 Maximum Course Load**

Students wishing to enroll in more than 18 credit hours in a fall or spring semester or twelve credit hours in the summer session must have permission from the manager of advising in consultation with the program coordinator when appropriate, or their designee.

*Revised June 1, 2020*

### **G.9.8 Repeated Courses**

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 academic advisor.
- d. The repeated course is taken at the College.

*Revised June 1, 2020*

### **G.9.9 Satisfactory Academic Progress**

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.).

Failure to maintain satisfactory academic progress may result in probation or suspension. A student may remain on academic probation for a limited period of time as defined in Administrative Procedures.

*Revised June 1, 2020*

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

International students with F-1 visas must comply with federal requirements pertaining to enrollment and satisfactory academic progress to maintain their F-1 Visa status.

*Revised June 1, 2020*

#### **G.9.11 Satisfactory Academic Progress for Students Receiving Federal Higher Education Act (HEA) Title IV Financial Aid**

In accordance with federal requirements, 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.

*Revised June 1, 2020*

#### **G.9.12 Satisfactory Academic Progress for Students Receiving Veterans' Benefits**

The College will follow all federal requirements regarding the administration of Veterans' benefits.

*Revised June 1, 2020*

#### **G.9.13 Satisfactory Academic Progress for Students in Selective Admissions Career and Technical Education Programs**

The College will provide a process by which selective admission program leaders may get approval for program-specific standards related to satisfactory academic progress for their programs.

*Adopted June 1, 2020*

#### **G.9.14 Transfer Credits from Post-Secondary Institutions**

The College will evaluate transcripts from other accredited post-secondary institutions and military service for degree and pre-requisite requirements in the

same manner as credits earned at the College. Credits in which passing grades have been earned will be accepted and counted in transfer as they fulfill the College's program and degree requirements.

*Revised June 1, 2020*

### **G.9.15 Grade Point Average Recalculation**

A student may petition the College for a grade-point recalculation after either a program change or a prolonged absence from the College as outlined in Administrative Procedures.

*Revised June 1, 2020*

### **G.10 Other Sources of Credit**

Students may receive credit for courses identified by the College by successfully completing an established prior learning process and paying the required fees. Comparable 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.

*Revised June 1, 2020*

### **G.11 Classification of Students in Credit Programs**

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. |

*Revised June 1, 2020*

### **G.12 Academic Awards for Credit Programs: Degrees, Certificates and Requirements**

#### **G.12.1 Associate Degrees**

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, as outlined in Administrative Procedures. A student may earn more than one degree.

Upon the recommendation of the faculty, it is the responsibility of the Registrar to approve candidates and to recommend to the Chancellor those approved for associate degrees.

*Revised June 1, 2020*

### **G.12.2 General Degree Requirements**

The College will establish degree requirements in compliance with state, federal, and accreditation requirements, as outlined in Administrative Procedures.

*Revised June 1, 2020*

### **G.12.3 Restrictions on Unspecified Electives**

Unspecified electives are defined as college-level courses that are not required, but can be included within a degree program.

A maximum of nine (9) 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.

*Reviewed June 1, 2020*

### **G.12.4 Certificates/Awards**

The College will award Certificates of Proficiency, and Specialization for credit-based programs. The Award of Completion is awarded to non-credit programs, courses, or activities.

For students seeking an Associate's degree or Certificate of Proficiency, 15 credit hours must be completed at the College. For students seeking a Certificate of Specialization, 9 credit hours must be completed at the College.

*Revised June 1, 2020*

### **G.12.5 Transcripts**

Associate degrees, Certificates of Specialization, and Certificates of Proficiency will appear on the official transcript.

*Reviewed June 1, 2020*

### **G.12.6 Grade Requirements**

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.

*Reviewed June 1, 2020*

### **G.12.7 Graduation Requirements**

The College will establish specific graduation requirements in accordance with the requirements of the State of Missouri and appropriate accrediting agencies.

*Reviewed June 1, 2020*

### **G.12.8 Degree and Certificate Time Limits**

Students are expected to complete degree and certificate requirements within six (6) 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 (6) years of the semester and year of application for graduation.

Former students of the College returning to the institution may petition their Campus President and Chief Academic Officer to continue the original program of study, if the program was discontinued before their re-entry. Students may only petition to continue in a catalog year under which they were previously enrolled. Not all petitions will be approved.

*Revised June 1, 2020*

### **G.13 Academic Appeals Procedure**

A student may appeal an alleged violation of their academic rights as outlined in Administrative Procedures. Students shall have the right to the following:

- a. Access to scheduled class meetings and appropriate instructional and support service.
- b. A syllabus describing course objectives; units of subject matter to be provided; evaluation procedures; major course requirements such as term papers, book reviews, field trips, and weekly reports; and rules of attendance, grading and conduct.
- c. Instruction that begins promptly; is presented in a clear and concise manner; and provides relevant structured activities consistent with the contact hour requirements of the course.

- d. Classroom instruction, assignments and evaluations that are consistent with the general course description and the specifications of the syllabus.
- e. Be treated in a humane, ethical, and professional manner both in the classroom and in all communication and contact with the instructor, other staff and other students.

*Revised June 1, 2020*

#### **G.14 Confidentiality of Student Records**

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 (20 U.S.C. 1232g: 34 CFR Part 99) and with all other state, federal, and international laws in regard to the release of student information.

*Revised June 1, 2020*

#### **G.15 Financial Aid for Students in Credit Programs**

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 study, and scholarship programs. A College Financial Aid Committee will stay apprised of relevant state and federal requirements and recommend any necessary updates to applicable Board Policies and/or Administrative Procedures.

*Revised June 1, 2020*

##### **G.15.1 Board of Trustees Scholarship Program**

The principle purpose of the Board of Trustees' Scholarship program is to recruit and to retain students who have potential in academics, leadership, or athletics. The scholarship program will follow the process outlined in Administrative Procedures.

*Adopted June 1, 2020*

#### **G.16 Student Life**

The College is committed to providing opportunities to enhance student success, retention and graduation. This will be achieved through connecting students to resources and programming which contribute to their holistic development, while ensuring that all students feel welcomed and supported as part of the community.

*Adopted June 1, 2020*

### **G.16.1 Student Activities**

The College will offer a dynamic program of student activities in which students are encouraged to participate. Students may establish and join College-recognized organizations.

In order to obtain or maintain status as a College-recognized organization, an organization must follow all Board Policies, Administrative Procedures, and Standards and Guidelines outlined by Student Affairs.

Each student organization must have an advisor who is an employee of the College and has been approved by the College. 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 detailed in Administrative Procedures

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 employees, 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 their intention to violate the law, Board Policies, or Administrative Procedures, and if such violation does occur, disciplinary action may be taken against the sponsoring

student organization. Violation of law, Board Policies, or Administrative 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.

*Revised June 1, 2020*

### **G.16.2 Committee Service**

Students may be invited to serve as members on College committees.

*Reviewed June 1, 2020*

### **G.16.3 Intercollegiate Athletics**

All athletic teams and their members will conform to Board Policies, Administrative Procedures, and Department Standards and Guidelines set forth by the College regarding intercollegiate athletics. In addition, all athletic teams and their members will conform to the policies and procedures of the National Junior College Athletic Association (NJCAA).

*Revised June 1, 2020*

### **G.16.4 Travel and Off-site Activities**

All College-sponsored travel and off-site activities must have prior written approval as outlined in Administrative Procedures. All participants must sign the approved College release form before the travel or activity.

*Revised June 1, 2020*

## **G.17 Student Rights and Responsibilities**

The College is committed to creating inclusive, welcoming, and respectful learning environments focused on the needs of our diverse communities. The College does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, and any other status protected by applicable state or federal law. The College's Nondiscrimination policies apply to any phase of its admission or financial aid programs, and all of its educational programs or activities.

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 protected Veteran status by Board Policy. Students who believe they have been subjected to discrimination should use the procedures described in Board Policy and Administrative Procedures.

In all cases where student complaints involve employees of the College, additional processes as set forth in bargaining unit agreements may also apply.

Retaliation of any kind is prohibited and includes, but is not limited to, any act of interference, reprisal, discouragement, or harassment of any member of the College who reports, complains of or participates in the investigation or resolution of student conduct or other complaint. Acts of retaliation covered include those committed by any individual, not just those directly involved in the complaint.

*Revised June 1, 2020*

### **G.17 Title IX**

Students who believe they have witnessed or been subjected to sex-based discrimination (sexual assault, sexual harassment, relationship violence, domestic violence, stalking, etc.) are encouraged to report concerns to the College Title IX Coordinator, Campus Senior Student Affairs Officer, or campus based Title IX investigators. Information on Title IX processes, supportive resources, and requests for interim measures will be provided. Detailed information on the resolution of Title IX complaints can be found in Administrative Procedures.

*Revised June 1, 2020*

### **G.18 Student Code of Conduct**

The College is committed to maintaining an environment that fosters learning and personal development. Upon enrolling in the College, each student assumes an obligation to conduct themselves 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.

Misconduct that may subject a student to disciplinary action includes the following, as detailed in Administrative Procedures:

- a. Dishonesty;
- b. Forgery;
- c. Hazing;

- d. Harassment
- e. Obstruction or disruption;
- f. Sexual harassment;
- g. Physical abuse;
- h. Theft or damage to College property or property of others;
- i. Unauthorized entry to or use of College facilities;
- j. Violation of law or of College Board Policies, Administrative Procedures, or Department Standards and Guidelines, or campus rules or regulations (herein collectively called "Regulations");
- k. Use of, being under the influence of, possession of, or distribution of, alcohol or controlled substances;
- l. Disorderly conduct;
- m. Academic Misconduct;
- n. Failure to comply with directions of a College official;
- o. 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; and
- p. 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.

*Revised June 1, 2020*

### **G.18.1 Student Conduct Process**

A student's alleged violation of their responsibilities, as above specified, are subject to redress or disciplinary action in accordance with the student conduct process.

Disciplinary proceedings shall be informational, fair, and expeditious. Appropriate due process rights will be provided to all parties. Information on student conduct processes shall be outlined in Administrative Procedures.

In all cases where the dispute involves a purely academic matter, the student conduct process will not be applicable. Academic matters will be handled through the academic appeals process.

Any person may request initiation of disciplinary proceedings, as outlined in Administrative Procedures, against a student suspected of violation of any law, Board Policy, Administrative Procedure, or Department Guidelines and Standards.

*Revised June 1, 2020*

### **G.18.2 Determination of Responsibility**

The Campus Vice President for Student Affairs will initiate a preliminary investigation and determine, utilizing a preponderance of the evidence standard, whether or not the student is responsible for violating conduct policies. The Campus Vice President for Student Affairs will inform the student of the disposition of the matter which, if the student is found responsible, may include sanctions.

*Revised June 1, 2020*

### **G.18.3 Sanctions**

The College makes every attempt to provide an educational sanction that will help a student to make better choices in the future. The educational sanction will become progressively more demanding if the student repeats violations, demonstrating that learning has not taken place. A student found to have violated their Code of Conduct as described above will be subject to one or more of the following sanctions: warning, disciplinary probation, restitution, compensatory or community service, counseling assessment and compliance, suspension, or expulsion.

Educational components may be added to any sanction(s).

A student sanctioned at one (1) campus location is under sanction at all other locations of the College.

*Revised June 1, 2020*

### **G.18.3 Appeals**

Appeals processes are limited and detailed in Administrative Procedures.

*Revised June 1, 2020*

### **G.18.4 Student Conduct Hearing Committee**

A Student Conduct Hearing Committee consisting of faculty, staff, and students will be established and maintained on each campus to consider student conduct matters on appeal where suspension or expulsion are the sanction imposed by the Campus Vice President for Student Affairs who heard the initial case.

*Revised June 1, 2020*

### **G.18.5 Hearing Panel**

A panel consisting of three (3) Student Conduct Hearing Committee members, one of whom must be a student, must be present before a hearing can be convened.

*Revised June 1, 2020*

### **G.19 Behavior Intervention Teams at St. Louis Community College**

The College Behavior Intervention Teams provide a confidential, proactive systematic response to identified members of the College community whose behavior is of concern in order to support success and assist in protecting the health, safety, and welfare of the students and members of the College community.

*Revised June 1, 2020*

### **G.20 Student Death**

The College will establish Administrative Procedures regarding the event of a student death and awarding of posthumous credentials.

*Adopted June 1, 2020*

### **G.21 Animal Care and Use**

The College will follow all local, state, and federal requirements regarding the use of animals in teaching and research.

*Revised June 1, 2020*

### **G.22 Online Education**

The College will offer online education courses and programs. Online education will meet all Board Policies, Administrative Procedures, online education Standards and Guidelines, and academic requirements set forth by federal, state, and accrediting agencies. In addition, the College will adhere to nationally recognized best practices and quality standards.

*Adopted June 1, 2020*

### **G. 23 Children on Campus**

Students are not permitted to bring children to class nor should children be left unattended in halls, building offices or on campus.

*Adopted June 1, 2020*

## **H.25 Control and Security of College Assets**

The College shall develop and maintain controls to secure the College's assets, which includes but not limited to: internal auditing; financial relationships; cash processing and cash security; cash handling; and fixed assets, as outlined in Administrative Procedures.

*Adopted June 1, 2020*

## **H.26 Procurement Card**

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

Designated College employees and Board of Trustees members who complete and sign annually the College's 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.

All employees and Board of Trustees members issued a procurement card shall take all reasonable measures to protect against damage, loss, theft or misuse. Any damage, loss, theft, or misuse of the procurement cards must be reported to Finance department immediately. Procurement cards shall not be used to purchase unauthorized items or items that do not benefit the College. Only the authorized employee or Board of Trustees member to whom the card is issued may use the procurement card.

Examples of inappropriate expenditures using procurement cards include, but are not limited to:

- Personal items.
- Cash advances.
- Alcoholic beverages.
- Tobacco products.
- Leaving a gratuity that exceeds 20 percent.
- Missouri Sales Tax.

Itemized receipts are required for all purchases on a procurement card. In rare circumstances, if an itemized receipt is not available, a signed document may be used a substitute for purchases under \$50. Any employee or Board of Trustees

member who does not provide required documentation shall reimburse the College.

The College is tax exempt and shall not pay Missouri sales or use tax to any vendor and an employee or Board of Trustees member charged Missouri sales or use tax shall reimburse the College such amount unless such sales or use tax is de minimis meaning its value is five (5) dollars or less. Non-business expenses or misuse of the procurement card is a personal liability that may result in disciplinary action up to and including termination.

*Adopted June 1, 2020*

**Board of Trustees**

Kevin M. Martin, Ed.D., Chair

Pam Ross, Vice Chair

E. Libby Fitzgerald

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Doris Graham, Ph.D.

Craig H. Larson, Ed.D.

Anne Marshall

## RESOLUTION

WHEREAS, The Board of Trustees of St. Louis Community College (the "Board") desires to demonstrate commitment and accountability to the general public by competent, conscientious, and effective decision-making;

WHEREAS, the current state of the world, nation, state, and region are in a pandemic state of emergency;

WHEREAS, the Board must be proactive in supporting the Chancellor and the College Leadership Team;

WHEREAS, during a time of uncertainty, Board Policies, procedures, and other measures, may need be amended or enhanced to provide more safeguards and maintain College activities as appropriate.

NOW, THEREFORE, BE IT AND IT HEREBY RESOLVED by the Board, as follows:

SECTION 1: The Board authorizes and grants authority to the Chancellor to place into immediate effect temporary lawful policies, procedures, or other measures, which in his judgment are necessary or appropriate to meet the COVID-19 public health emergency, including but not limited to safeguarding persons and property and maintain College activities as appropriate.

SECTION 2: Temporary lawful policies, procedures, or other measures adopted by the Chancellor under this authorization shall be effective notwithstanding any contrary provisions and shall remain in effect until such time identified by the Chancellor or the Board of Trustees, or until such time as the Board of Trustees withdraws the authority granted in this resolution or otherwise directs.

SECTION 3: The Chancellor shall keep the Board of Trustees advised as to policies, procedures, or other measures adopted under this resolution.

SECTION 4: All Resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution.

SECTION 5: This Resolution shall be effective immediately upon its approval and adoption.

Adopted and Approved by the Board of Trustees of St. Louis Community College as this 23<sup>rd</sup> day of this March, 2020.

By: \_\_\_\_\_  
Kevin M. Martin, Ed.D.  
Chair of the Board of Trustees of  
St. Louis Community College

Attest: \_\_\_\_\_  
Jessica Grove  
Secretary of the Board of Trustees of  
St. Louis Community College