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## **ARTICLE III – FACULTY**

### **3.00 DUTIES AND RESPONSIBILITIES**

Faculty members who provide professional support, classroom, and/or non-classroom service shall perform their duties and responsibilities as outlined in job descriptions on file with the appropriate administrator or in accordance with the following subparagraphs, as applicable:

1. Teach classes assigned by the appropriate administrator.
2. Prepare curriculum guides for new or altered courses and file them with the appropriate administrator. Newly proposed syllabi should follow formats of guides for courses already established in the division.
3. File with the appropriate administrator a list showing the author, title, publisher, and date of publication of all texts, required reading materials, or workbooks that students must purchase.
4. Prepare for the annual budget requests for instructional material such as books, maps, audiovisual aids, and supplies. Such requests will be submitted to the appropriate administrator following departmental approval.
5. Report attendance and grades as prescribed by the rules and regulations of the college.
6. Attend staff meetings that are called by the administration.
7. Be on a Mineral Area College campus or at an event in service of the college Monday through Friday. Maintain a minimum of five office hours each week for student consultation and advisement.
8. Arrive at the classroom prior to the scheduled class time. Faculty members shall hold classes and/or laboratory sessions as scheduled, unless dismissal or other arrangements are approved by the appropriate administrator.
9. Cooperate in the promotion of extracurricular activities by accepting reasonable assignments and by giving positive encouragement for student participation.
10. Cooperate in governance by serving on committees when assigned.

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**DUTIES AND RESPONSIBILITIES - CONTINUED**

11. Ascertain that every student, teacher, and visitor wears an industrial eye protective device that meets with all legal requirements when participating in or observing any of the following classes at Mineral Area College:
  - a. Career and technical, technical, industrial arts, chemical, or chemical-physical shops or laboratories involving exposure to the following: hot molten metals or other molten materials; milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials; heat treatment, tempering, or kiln firing of any metal or other materials; gas or electric arc welding or other forms of welding processes; repair or servicing of any vehicle; caustic or explosive materials.
  - b. Chemical, physical, or combined chemical-physical laboratories involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other hazards not enumerated. (SB 519, 78th General Assembly, Second Regular Session).

**3.01 FACULTY LOAD & OVERLOAD COMPENSATION**

Faculty load and class size shall be assigned by the appropriate dean. The standard teaching load per semester is approximately 15 hours or 30 credit hours per academic year.

After an overload is agreed to by the appropriate administrator and the faculty member, the faculty member shall be recommended for overload pay based on the following guidelines:

1. Courses with enrollment of eight (8) or more students will warrant full compensation per credit hour based on the overload schedule below.

SAR= Standard Adjunct Rate				
	<b>Associate</b>	<b>Bachelor's</b>	<b>Master's</b>	<b>Doctorate</b>
<b>1-10 yrs</b>	SAR+30	SAR+72	SAR+114	SAR+155
<b>11-20 yrs</b>	SAR+72	SAR+114	SAR+155	SAR+197
<b>21-25 yrs</b>	SAR+114	SAR+155	SAR+197	SAR+239
<b>26+ yrs</b>	SAR+155	SAR+197	SAR+239	SAR+280

2. Courses with enrollment under eight (8) students would be prorated as a percentage of the same number and would warrant compensation at that

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### **FACULTY LOAD & OVERLOAD COMPENSATION - CONTINUED**

percentage based on the overload schedule. Special circumstance courses may be paid at higher than the prorated amount at the discretion of the appropriate dean.

3. Faculty members will be limited to overload contracts that do not exceed nine (9) credit hours. This cap may be waived in rare instances at the discretion of the appropriate dean due to extenuating circumstances. In these instances, the faculty member's department chair should provide evidence that other options and avenues were explored and exhausted. Any credit hours beyond nine (9) will be compensated at adjunct rate, whether in full or prorated.
4. Summer and intersession courses taught outside of a faculty member's contracted teaching load will be compensated as overload and will follow the above guidelines.

#### **3.02 NON-TEACHING ASSIGNMENT**

Faculty members may be assigned certain co-curricular activities by the appropriate administrator. Certain activities may require more staff involvement than others. The faculty member may have his/her instructional load lightened or may be paid an amount above the regular salary schedule, as provided for in Section 3.22 NON-TEACHING OR EXTRA DUTY ASSIGNMENT SCHEDULE.

#### **3.03 FACULTY ADVISORY COMMITTEE**

A committee, to be known as the Faculty Forum Executive Council (FFEC), will be elected by the faculty annually following the bylaws of the Faculty Forum Constitution. The bylaws of the Faculty Forum Constitution may not usurp the authority of the Board of Trustees and Board Policy. This committee will be authorized to make recommendations from the faculty to the Board of Trustees through the President of the College. However, this should not be interpreted as limiting the faculty's access to the President or to the Board of Trustees.

#### **3.04 DEPARTMENT CHAIRPERSON**

- A. Department chairs are chosen by members of that department and names are given to the Dean for approval. Names are then forwarded on to the President and Board of Trustees.
- B. Final approval rests with the Board of Trustees. Department chairpersons shall be appointed for the term of one academic year. Salary shall be determined by the Board of Trustees upon the recommendation of the President of the College.

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### **DEPARTMENT CHAIRPERSON - CONTINUED**

- C. Department chairpersons are to act as liaison between department faculty and the appropriate Dean. However, this liaison should not be interpreted as limiting the faculty members' access to the appropriate Dean.
- D. Department chairpersons shall have the following duties and responsibilities within their respective departments:
  - 1. In conjunction with the appropriate Dean, coordinate supervision and evaluation of instruction.
  - 2. Make recommendations to the appropriate Dean regarding teaching assignments and courses to be offered by full-time and adjunct faculty.
  - 3. Work with members of their department in preparing a budget to be presented to the appropriate Dean and monitor expenses throughout the year.
  - 4. Maintain an up-to-date syllabus of each course offering and file one copy of each syllabus with the appropriate Dean at the beginning of each semester.
  - 5. Work with the appropriate Dean, President of the College, and Human Resource Director to recruit, select, and retain faculty.
  - 6. Coordinate the selection of textbooks for the department and submit such selections to the appropriate Dean each semester.
  - 7. Approve faculty submitted purchase orders for instructional supplies and equipment.
  - 8. Serve as a member of the Curriculum Committee, attend Department and Division meetings, and serve on other assigned committees.
  - 9. Assist in the orientation of new faculty.
  - 10. Assist in gathering materials necessary for compilation and publication of the college catalogue, update other college information, and maintain department web site.
  - 11. Be available to advise for all CARDS programs or assign appropriate members within the department to advise for CARDS.

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### **DEPARTMENT CHAIRPERSON - CONTINUED**

12. Act as liaison between students and instructors and instructor and Dean on an as-needed basis.
13. Assist Registrar in informing department members of due dates, including, but not limited to, add and drop dates, roster verifications, mid-term grades, and final grade submissions.
14. Assess credentials of dual credit instructors and refer to Dean for approval. Coordinate the evaluation of each instructor during the academic year.
15. Assign duties within the area of discipline as needed.

### **3.05 COORDINATOR**

Oversees several different programs or oversees similar programs in different locations (e.g. dual credit coordinator, education coordinator). Compensation is based on position and responsibilities.

### **3.06 FACULTY MENTOR**

1. Mentors will be selected using input from the Search Committee members who participated in the Faculty Search.
2. Selected mentors will assist in formulating a timeline and subject areas for group training before each semester.
3. New faculty members and their assigned mentors will meet during orientation week at the beginning of the fall and spring semesters to discuss and update the mentoring checklist provided by the Human Resources Department and review the time line.
4. Mentors and new faculty members will set up a specific time to meet each week during the semester. While all MAC faculty should be available to answer new faculty members' questions, this time should be specifically set aside to answer questions and to monitor progress on the mentoring checklist.
5. Group meetings may include topics such as:
  - Where to find/How to use campus forms
  - AQIP
  - FERPA

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### **FACULTY MENTOR - CONTINUED**

- Student Services available on campus (counseling, TRIO, Access office, etc.)
  - FFR, Endowment Challenge, and the PO process
  - How to Place Book Orders
  - Dealing with Student Discipline
  - Advisement
  - Brainstorming Best Teaching Practices
6. At the end of each semester, mentees and mentors will complete an evaluation to aid in continuous improvement of the program. The Human Resources Department will provide a synopsis of all evaluations to Administration and Faculty Forum.

### **3.07 MENTORSHIP COMPENSATION**

The compensation for all mentorship programs will be reviewed annually during the budgeting process.

### **3.10 SELECTION**

All new positions will be advertised and posted in accordance with the state and federal laws governing equal opportunity employers.

Selection of faculty will be the responsibility of the appropriate administrator, and the Human Resources Director. They will seek the aid of Department Chairs, Coordinator, and hiring committee in making selections. All persons to be employed will be nominated to the Board of Trustees by the President of the College, and employment will be subject to approval by the Board of Trustees as provided in the By-Laws.

### **3.11 HEALTH EXAMINATION**

The Board of Trustees reserves the right to require a candidate offered employment or re-employment to submit to and satisfactorily pass a physical examination by a physician to be designated by the College.

### **3.12 LETTER OF EMPLOYMENT**

Although the selection of faculty will be as provided above, the President of the College may issue a letter of employment that will be binding upon the Board of Trustees under the following circumstances:

## **ARTICLE III – FACULTY**

### **LETTER OF EMPLOYMENT - CONTINUED**

1. The time of appointment is late in the period preceding the opening of a semester and no meeting of the Board of Trustees is scheduled prior to the opening of the semester.

and

2. The position has been authorized by the Board of Trustees and the appropriate salary established.

### **3.13 TERM OF EMPLOYMENT**

The period of employment shall be subject to contract terms.

Contracts for full-time faculty are subject to annual renewal and require Board of Trustee approval no later than April 14 of each year. While the renewal of contracts are subject to nonrenewal on an annual basis, it is presumed that after five years of employment the annual contract period of employment will be renewed unless the faculty member is dismissed for cause or there is a valid reduction in force. The College adheres to the Missouri Revised Statues regarding terms of employment.

### **3.14 DISMISSAL**

- A. The Mineral Area College faculty is a citizen, a member of a learned profession, and an officer of an educational institution. When speaking or writing on any subject as a citizen, faculty should have freedom from institutional censorship or discipline. Mineral Area College adheres to the principle of academic freedom as stated in Article VI, Section 6.13, Academic Freedom.
- B. A faculty member, who is not to be reemployed at the end of his/her contract period, shall receive notice in writing no later than the last business day in March. Failure to give such notice shall amount to a renewal of the contract. These provisions do not apply to part-time faculty or to those who have been employed by a contract period of less time than an academic year. Instructors in their first year of full-time employment who are not to be reemployed at the end of their contract periods will be notified in writing before the end of their contracts
- C. Dismissal for Cause: Faculty members may be discharged during the term of contract for one or more of the following causes:
  1. Physical or mental condition that makes him/her unfit to instruct or associate with students,

## **ARTICLE III – FACULTY**

### **DISMISSAL - CONTINUED**

2. Incompetency or inefficiency in the line of duty,
  3. Willful or persistent violation of the school laws of the State or the published regulations of the Board of Trustees of the college,
  4. Unreasonable absence from performance of duties, or
  5. Conviction of a felony.
- D. One full semester before service of notice of charges of incompetency or inefficiency in the line of duty, the faculty shall be given notice by the college administration in writing, stating specifically the cause that, if not removed, may result in charges. Thereafter, the college administration and faculty shall confer to attempt to resolve the matter. The administration shall give the faculty a specific plan of action to remove the cause for charges of incompetency or inefficiency. An instructor in his/her first year of full-time employment may be dismissed for incompetency or inefficiency in the line of duty without implementation of the provisions set forth in this section.
- E. As soon as possible following completion of the periodic evaluation, the faculty shall receive a copy of his/her formal evaluation form and rating scale as filed in his/her personnel file.
- F. Evaluation in an extra-curricular activity shall be used in relation to continued assignment in the extra-curricular activity and shall not be grounds for dismissal.

### **3.15 REDUCTION IN FORCE**

If, in the judgment of the administration, it is necessary to implement a reduction in force plan because of financial considerations; a decrease in student enrollment; or program reduction, consolidation, or elimination, the President of the College shall notify the faculty of such intention three months prior to formal notification of faculty. During this three-month period, the President of the College and the faculty, or faculty-elected representatives, will meet and confer to determine whether there are acceptable alternatives to a reduction in force plan.

If a reduction in force occurs, the following criteria will be applied:

1. Subject to program continuity consideration, instructional specialization enrollment by departments and programs, and service faculty needs, faculty with the fewest years of service in the district will be considered for reduction in force first.

## **ARTICLE III – FACULTY**

### **REDUCTION IN FORCE - CONTINUED**

2. Faculty will be placed on a recall list on the basis of reverse order in accordance with the needs of the college up to the end of three (3) years after reduction in force occurs.
3. Affirmative action consideration will be taken into account to modify the seniority principle when, in the judgment of the administration, it appears to be necessary.
4. Notice of reduction in force will be given in writing to faculty no later than January 15 if the contract expires at the end of that academic year or, if a contract terminates during the academic year, at least three (3) months in advance of its termination.
5. The college shall provide assistance to faculty in seeking alternative employment. Such assistance shall include notification of vacancies at other institutions and printing of résumés.
6. Faculty members will be given priority consideration when part-time faculty positions are available, the faculty member is qualified to teach those classes, and the classes fit into the faculty member's schedule.
7. Faculty will have the option to participate in fringe benefits to the extent allowed by law. Such participation will be at the full expense of said faculty. Extension of this time period will be at the discretion of the Board of Trustees.
8. Faculty will continue to have tuition waiver rights of full-time employees for a period of one year. Extension of this time period will be at the discretion of the Board of Trustees.
9. Faculty who have been with Mineral Area College five (5) years or more will be paid upon request for any accumulated sick leave in accordance with Section 3.31 SICK LEAVE.
10. All benefits, including, but not limited to, seniority will be reinstated upon recall to active employment.

### **3.16 EMPLOYEE DUE PROCESS**

Employees may appeal any decisions made by a supervisor and/or administrator. In all cases the final board of appeal shall be the Board of Trustees, the governing body of the Mineral Area College District

## **ARTICLE III – FACULTY**

### **EMPLOYEE DUE PROCESS - CONTINUED**

#### **Guidelines**

Except where a definite procedure exists, the following will serve as guidelines for all appeals:

1. Any employee wishing to make an appeal may have counsel to advise and represent him/her in the due process procedure.
2. It will be the employee's sole responsibility to see that the appeal is placed with the director of Human Resources within ten (10) working days from the date of receiving written notification of the alleged violation.
3. The President of the College will review the case referred to him/her and render a decision. In all cases, a decision will be made only after consultation with the employee and the Human Resources Director, supervisor, and Dean.
4. If an employee disagrees with a decision made by the President of the College, he/she may submit an appeal to the Board of Trustees. The Board may hear the appeal or affirm the decision of the President without a meeting with the employee.
5. In order to protect the welfare of the employee, all appeals shall be reviewed and resolved in a timely manner.
6. No reprisals of any kind shall be taken against any employee for participation in the due process procedure.

#### **3.17 EVALUATION**

Faculty will be evaluated on a regular schedule as determined by the appropriate Dean.

#### **3.20 TERMS OF PAYMENT**

Full-time and part-time faculty shall be paid in accordance with the terms of their contracts.

#### **3.21 SALARY SCHEDULE**

A salary schedule will be established annually by the Board of Trustees and published as a separate document.

## ARTICLE III – FACULTY

### SALARY SCHEDULE - CONTINUED

#### GUIDELINES TO ACCOMPANY THE SALARY SCHEDULE

1. Credit may be given faculty members for teaching-related experience prior to employment by Mineral Area College.
2. Movement horizontally on the salary schedule is restricted only by the number of semester hours a faculty member has completed. Movement vertically is restricted to progression of one level at a time.
3. Faculty members assigned a night class/night library duty as part of their regular teaching/work load shall be paid travel expenses at the approved mileage rate.
4.
  - (a) The credentials of faculty applicants may be reviewed by an Evaluation Committee. This Evaluation Committee shall consist of the President of the College; Human Resources Director; the appropriate administrator, department chairperson or coordinator; and a faculty member from the appropriate department.
  - (b) Suggested guidelines for credit evaluation by the Evaluation Committee for application on the salary schedule:
    - (1) MA + 15, MA + 30, MA +45 should be interpreted as graduate work in addition to the Master's Degree.
    - (2) Any graduate course in the major field or a closely allied field of a faculty member shall apply on the salary schedule.
    - (3) Any course that the institution or an accrediting agency requests or approves for the faculty member to take shall apply on the salary schedule.
    - (4) Faculty members who request special consideration of credentials shall have their credentials reviewed by the Evaluation Committee.
5. In some rare instances, it may be necessary to deviate from this schedule in order to secure faculty in fields in which extreme shortages exist.
6. When an individual has reached the top of the salary schedule, that individual may be given an increase in salary equal to the last increment on the salary schedule.

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### **3.22 NON-TEACHING OR EXTRA DUTY ASSIGNMENT SCHEDULE**

The schedule for non-teaching or extra duty assignments shall be reflected in individual contracts. The schedule can be administered through a reduced teaching load, or paid in extra salary, to be determined by contract.

### **3.23 SUBSTITUTE FACULTY PAY**

When it becomes necessary to replace certified employees, qualified individuals will be employed by the administration. Salary for substitute faculty will be determined according to assignment.

### **3.24 SALARY FOR INDEPENDENT STUDY COURSES**

1. Faculty will be paid for the development of courses in non-traditional or distance learning at a rate negotiated with the appropriate Dean.

Agreement regarding the total number of hours required to develop a proposed course should be made between the faculty and the Dean before work is begun.

2. For courses taught in the Learning Center, no additional compensation will be paid to the faculty or the director of the Learning Center. Faculty supervision of other independent instructional courses will be compensated at the rate of \$50 per credit hour of student enrollment. Both Arts and Science and Career and Technical division faculty will be paid at the same rate for developing and teaching individualized instruction. Payment will be made to the faculty at the end of the semester, providing the student under supervision has completed three-fourths of the required course work.

Prior to the end of the semester, the faculty should submit to the appropriate administrator a request for reimbursement for independent study. The request should include the course title, number of students, and credit hours.

### **3.25 SALARY FOR INDIVIDUALIZED STUDY COURSE/HONORS PROJECTS**

1. Faculty supervision of honors projects will be compensated at a rate of \$50 per credit hour. Payment will be made to the faculty at the end of the semester, providing the student under supervision has completed three-fourths of the required course work.

Prior to the end of the semester, the faculty should submit the compensation request form to the Dean of Arts and Sciences.

## **ARTICLE III – FACULTY**

### **3.30 FAMILY AND MEDICAL LEAVE**

- A. Those employees who have been employed for at least twelve months and for at least 1,250 hours during the previous twelve-month period may be entitled to up to twelve weeks of leave (ordinarily unpaid) during a rolling twelve-month period, commencing on the day leave begins, provided certain requirements are met, under the following circumstances:
- i. For birth and care of child, provided leave is taken within twelve months following birth,
  - ii. For placement of a child through adoption or foster care, provided leave is taken within twelve months following placement,
  - iii. For care of a spouse, child, or parent suffering from a serious health condition, when the employee is needed to care for such person,
  - iv. For the employee's own care, provided the employee suffers from a serious health condition that renders the employee unable to perform any essential functions of his/her position.
  - v. For assistance to a spouse, son, daughter, parent, or next of kin of a military service member on active duty or called to active duty in support of a contingency operation if he/she has any qualifying exigency; and
  - vi. For the care of a military service member who received a serious injury or contracted an illness in the line of duty, which rendered the individual medically unfit to perform the duties of the office, grade, rank, or rating, an eligible employee is entitled to up to 26 weeks of leave within 12 months.

"Serious health condition," within the meaning of (iii) and (iv) above, is a very limited term and will be determined in accordance with the Act and its Regulations.

All leave granted under this Policy, including intermittent and/or reduced leave, will be applied against the maximum entitled leave.

- B. Eligible employees are required to provide at least thirty (30) days' advance notice of need for leave when foreseeable under (i) and (ii) above, or for planned medical treatment pursuant to (iii) and (iv) above. When unforeseen events occur that require leave under this Policy, notice must be given as soon as practical, ordinarily not later than three (3) working days before the leave is to begin. An employee who fails to give appropriate advance notice as outlined above may be subject to disciplinary action.

## **ARTICLE III – FACULTY**

### **FAMILY AND MEDICAL LEAVE - CONTINUED**

- C. An employee who requires leave under (iii) or (iv) above must, within fifteen (15) calendar days after providing notice of the need for leave, submit the prescribed written certification form, signed by the appropriate health care provider, verifying the data on the prescribed form. Failure of the employee to submit the prescribed form within fifteen (15) days after providing notice of the need for leave will result in delay of leave until certification is submitted. If the certification is not provided, the leave is not FMLA-qualifying.

An employee may be required to obtain a second medical opinion, at the College's discretion and at the College's cost. If the two (2) opinions differ, the College and employee will select another health care provider for a third opinion, at the College's expense, and that opinion shall be final and binding. Subsequent re-certification may be required in accordance with law.

- D. Intermittent leave requests or requests for reduced leave scheduled under (iii) and (iv) above are subject to the same rules as stated in (B) and (C) above and, hence, a health care provider's certification of medical necessity and the expected duration and schedule of the leave must be submitted on the prescribed form. The employee must, however, make a reasonable effort to schedule medical treatment so as not to disrupt unduly business operations. Further, if the need for leave is foreseeable based on planned medical treatment, the College reserves its right to transfer the affected employee temporarily to an alternate position with equivalent pay and benefits for which the employee is qualified, if the transfer better accommodates the requested leave.
- E. Eligible employees who are husband and wife are limited to only a combined total of twelve (12) weeks of leave during any twelve (12) month period, if the leave is taken
- (1) for the birth and care of a child,
  - (2) for placement and care of a child, or
  - (3) to care for a parent (but not a "parent-in-law") with a serious health condition.

Where the husband and wife both have used a portion of the twelve (12) week entitlement for one of the above purposes, each are entitled to the difference between the amount he or she has taken individually and twelve (12) weeks to care for a child with a serious health condition or to care for his/her own serious health condition.

- F. Employees are required to substitute and exhaust accrued vacation pay and/or the personal holiday pay for leave requested under (i), (ii), or (iii). Employees are required to substitute and exhaust accrued vacation pay,

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### **FAMILY AND MEDICAL LEAVE - CONTINUED**

the personal holiday pay, and/or paid sick leave for leave requested under (iii) or (iv). Such substituted paid time will be applied against the twelve week maximum.

- G. During the maximum entitled leave period, coverage under the health insurance plan, if any, will be maintained at the level and under the conditions coverage would have been provided had leave not been taken. Employees will be required to continue to pay their portion of premiums as if they had not taken leave. Said premiums will be paid in two (2) possible ways:

(a) if a portion of the leave is paid pursuant to (F) above, then the ordinary payroll deduction system will be used, to the extent possible; and/or

(b) to the extent that payroll deduction does not cover the entire premium cost for which the employee is responsible, the employee must deliver to the College the full monthly cost of said premium on or before the last day of the month for which coverage is desired. One written reminder will be provided, and if the full portion of the premium has not been received by the date specified in the written reminder, the coverage will lapse as of the last day of the month for which the full coverage premium was paid.

If an employee fails to return to work for at least thirty (30) days after expiration of the leave, the College reserves its right to recover premiums paid, if any, to maintain employee coverage during the leave period under circumstances provided by law.

- H. As a condition of returning to work from a leave granted pursuant to (iv) above, the employee must present, as soon as is possible, a certification from his/her health care provider that the employee is able to resume work. Restoration will be denied until the certification is presented. An employee returning from leave under this Policy, who has complied with its terms, generally will be restored to the same (or equivalent) position the employee held prior to leave. A returning employee does not, however, have a greater right to restoration or other benefits than had the employee been continuously employed during the leave period.

Employees are to notify the Human Resources Office of their intent to return to work at least two (2) weeks prior to the anticipated date of return.

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### **FAMILY AND MEDICAL LEAVE - CONTINUED**

- I. An employee who, within the calendar year, has exhausted his/her maximum entitled leave and fails to return to work, shall be considered to have resigned with notice and his/her employment will be terminated unless he/she applies for, and is granted, leave under some other policy of the Employer.
  
- J. The foregoing Family and Medical Leave Policy has been drafted to comply with the Family and Medical Leave Act of 1993 and its Interim Final Rules published by the Department of Labor. This law and its rules consist of more than 120 pages of detailed rules and regulations, and, hence, it is not possible in this policy to address all possible issues that might arise. The College will, in its discretion, apply and interpret this Policy consistently with the law, its rules and persuasions.

### **3.31 SICK LEAVE**

The primary purpose of sick leave is to protect the faculty member against losses due to illness. All full-time faculty members are eligible for sick leave. Each full-time faculty member shall accrue unlimited sick leave based on contracted service: 9-month teaching faculty will receive 7 hours per contracted month, 10-month faculty will receive 7 hours per contracted month, 11-month contracted teaching faculty will receive 7 hours per contracted month, 12-month faculty will receive 6.75 hours per contracted month.

Whenever any full-time faculty member is compelled to be absent from duty due to personal illness, full compensation for the maximum accumulated sick leave hours shall be allowed.

Sick leave may be taken in increments of no less than one hour by 12-month faculty. Teaching faculty members may take sick leave in ½ day (3.5 hours) or full day (7 hours) increments.

At the beginning of each school year the amount of accrued, unused sick leave will be transferred to the new contract year and additional accumulations will be made, as earned.

For absences in excess of 21 consecutive hours, the employee may be required to submit to the responsible administrator medical documentation or other acceptable evidence of incapacity to work.

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### **SICK LEAVE - CONTINUED**

Employees absent for longer than 21 consecutive hours, related to the same illness or injury, are required to notify the Human Resources Office so that it may be determined whether the leave qualifies as family and medical leave.

Paid sick leave may also be used by employees with disabilities for the purpose of securing necessary treatment. Employees may be required to use their accrued sick hours during a leave of absence for their own serious health condition.

In the event of campus closure due to emergency or inclement weather, employees who have scheduled sick leave are not required to utilize paid time off for the amount of time campus is closed.

### **3.32 SICK LEAVE: SUMMER SESSIONS**

Sick leave policy applies to a full-time faculty member in the regular session who teaches in the summer session. Full-time faculty members teaching 6 credit hours or more will earn 7 hours of sick leave during summer session. Full-time faculty members teaching less than 6 credit hours will earn 3.5 hours of sick leave during summer session.

### **3.33 PAY FOR UNUSED SICK LEAVE UPON RETIREMENT**

Faculty may accumulate sick leave not used.

Any employee who retires from Mineral Area College or has been employed by Mineral Area College at least 10 years will receive reimbursement for accumulated sick leave according to the following rate determined by the appropriate formula effective at the beginning of the 1984-85 fall term of the academic school year.

$$\text{average salary for top five years of employment or part thereof} / 1300 = \text{amount} / 7 \text{ hours} = \text{dollar amount per hour.}$$

### **3.34 WORKERS' COMPENSATION**

Workers' compensation insurance benefits, in accordance with Missouri law, are available to all employees of the Mineral Area College District. If an employee is injured on the job, he/she must notify his/her supervisor immediately. Supervisors must notify the Human Resource office in order to file the claim and assist the employee in seeking medical attention. Employees are entitled to receive medical treatment for the work-related injury at no cost to the employee. Employees will be directed to a physician chosen by Mineral Area College, unless emergency services are necessary. If emergency services are necessary, the employee should be seen at the nearest treatment center available.

## **ARTICLE III - FACULTY**

### **WORKERS' COMPENSATION - CONTINUED**

If an employee is unable to return to work per physician's orders, the employee may be eligible to receive temporary total disability (TTD). Employees do not receive TTD benefits for the first three (3) regularly scheduled work days unless they are off

the job for a total of fourteen (14) calendar days at which time the employee will be reimbursed for the first three (3) days off the job. TTD benefits are calculated at two-thirds of the employees' average weekly wage not to exceed a maximum amount as set by legislature. TTD benefits cease when the employee is released by the physician and returns to work.

If after medical treatment the employee is not as physically able as he/she was prior to the injury, the employee may be assessed as having a permanent partial disability (PPD) and may have limitations or restrictions as to perform his/her job when he/she returns to work. Reasonable accommodations will be made for the injured employee if possible.

#### **3.35 LONG TERM ILLNESS**

Anyone employed after July 1, 1983, is not subject to this provision.

Following the first year of employment, should absence from duty because of illness or unrelated job injury be necessary beyond accumulated sick leave, the staff member shall be paid an amount equal to one-half of his/her contracted salary for the remainder of the illness, but not beyond the contract period. Such a person at half-salary may elect to have full retirement deducted and matched.

#### **3.40 EMERGENCY LEAVE**

Each faculty member shall be allowed up to three (3) days per year for emergency, funeral or personal business leave. Such leave will be non-accumulative and may be taken in not less than one-half (½) day increments. Prior approval should be secured from the appropriate administrator. In an extraordinary situation, the President of the College may approve emergency leave in excess of the three (3) days per year; full salary will be paid for such leave. Uses of emergency leave in excess of three (3) days per year will be recorded and reported to the Board of Trustees.

Faculty members shall complete the "Report of Absence" form when returning from emergency leave.

## **ARTICLE III - FACULTY**

### **3.41 SABBATICAL LEAVE**

Subject to available fund, the Board of Trustees may grant sabbatical leaves for academic self-improvement to members of the faculty and administrative staff.

Sabbatical leaves will be contingent upon completion of seven (7) years of service to the college and the recommendation of the President of the College.

A sabbatical leave may be granted for an entire annual contractual period, during which time the faculty member shall receive one-half of his/her regular salary. Summer salary for faculty members shall not be included.

A member of the faculty who is granted sabbatical leave shall agree to return to Mineral Area College for at least two (2) years following the leave. Should the faculty member remain only one (1) year, he/she shall repay one-half of the sabbatical leave stipend. Should a faculty member not return at all, he/she shall repay all the salary received while on sabbatical leave.

Time on sabbatical leave will count as regular service and will not interrupt a faculty member's progress on the salary schedule.

If a faculty member is unable to complete his/her two years of commitment for reason of not being offered a contract, he/she will not be required to repay the sabbatical stipend.

### **3.42 LEAVE OF ABSENCE**

Leave of absence may be granted to a faculty member without remuneration if he/she submits a request for leave in sufficient time to permit securing an adequate temporary replacement.

### **3.50 PROFESSIONAL IMPROVEMENT**

Each faculty member will be expected to continue his/her professional improvement. The Board of Trustees recognizes the value of continued professional improvement to Mineral Area College, to the students, to the community, and to the individual staff member.

A faculty member pursuing an advanced degree or a program that broadens the scope of his/her abilities and knowledge may apply to the President of the College for reimbursement for professional improvement tuition and fees. If the request is approved, reimbursement may be paid upon successful completion of the course.

**ARTICLE III - FACULTY**

**PROFESSIONAL IMPROVEMENT - CONTINUED**

Reimbursement will be based on charges made by the University of Missouri (Columbia) for similar credits.

A faculty member who voluntarily separates from employment prior to completing or within 2 years of degree completion will be responsible for repayment of reimbursed tuition according to the pro-rated scale:

2 years after degree completion	0%
19-23 months after degree completion	25%
13-18 months after degree completion	50%
7-12 months after degree completion	75%
0-6 months after degree completion	100%
Prior to degree completion	100% of funds reimbursed by MAC

**3.51 RETIREE INSURANCE COVERAGE**

Per RsMo 169.590, any employee retiring shall have the option of continuous insurance coverage.

Retirees are responsible for payment of insurance premiums.

**3.52 EARLY RETIREMENT NOTIFICATION**

The College strives to recruit, employ and appropriately train replacement employees in a timely fashion. To enhance the College's hiring process, full-time employees who have worked full-time for at least 5 years may qualify for a monetary incentive in an amount to be set by the Board of Trustees. The monetary incentive is contingent upon the Board of Trustees receiving, by February 1, the employee's written intent to retire effective beginning the following fiscal year.

**3.60 PROPERTY RIGHTS AND PUBLICATIONS, TEACHING AIDS, MATERIALS AND EQUIPMENT WRITTEN OR DEVELOPED BY FACULTY AND STAFF MEMBERS**

1. All property rights to books written; instructional materials developed (including, but not limited to, print and electronically developed material or property); and equipment designed, developed, or invented by any staff member in conjunction with his/her job or teaching assignment, with an extended time or released time or assigned project authorized or directed by the college district or written, developed or designed prior to the author's becoming a member of the college staff, shall belong to said staff

## **ARTICLE III - FACULTY**

### **PROPERTY RIGHTS AND PUBLICATIONS, TEACHING AIDS, MATERIALS AND EQUIPMENT WRITTEN OR DEVELOPED BY FACULTY AND STAFF MEMBERS - CONTINUED**

member. Such property rights, subject to paragraph three thereof, shall include:

- A. The right to publish for private profit and the right to copyright any book, manual or printed official material; and
  - B. The right to negotiate privately with any person, firm or corporation for the manufacture of any equipment or instructional material and the right to acquire any patent rights that may be obtainable thereon.
2. The property rights in joint projects of staff members undertaken either as part of a job or teaching assignment, release time or assigned project, or on their own time, shall be shared by the participants in the manner upon which they shall agree in writing.
  3. Notwithstanding the property rights of any staff member or members in any books; teaching aids; or equipment published, developed, or designed by said staff member or members, the college shall, to the extent that said book, teaching aid, or equipment was written or designed in conjunction with an extended or release time project or program, have a joint property right therein.

Said joint property right shall entitle the college to use or purchase said book, teaching aid or equipment regardless of copyrights or patents thereon and exclusive of any royalties, commissions, or other pecuniary profit to the applicable staff member or members until such time as the college district has been reimbursed from said royalties, commissions or other pecuniary profit to the extent and amount that the college district paid for that part of the project or program that resulted in the creation of the book, teaching aid or equipment, not to exceed the staff member's pay rate for like amount of time at the part-time salary rate for his/her particular salary category and such other costs as may be involved in the project.

Once such reimbursement has been made, all royalties, commissions, or pecuniary profit thereafter earned by the sale of any said book,

## **ARTICLE III - FACULTY**

### **PROPERTY RIGHTS AND PUBLICATIONS, TEACHING AIDS, MATERIALS AND EQUIPMENT WRITTEN OR DEVELOPED BY FACULTY AND STAFF MEMBERS - CONTINUED**

instructional material, or equipment to any purchaser thereof shall belong exclusively to the staff member who published, developed or designed said book, instructional material, or equipment.

4. Employment of any staff member by Mineral Area College binds that staff member to the board policy hereinabove described.

### **3.70 ALCOHOL, DRUG ABUSE, POLICY**

- I. All members of the campus community (students, faculty, staff, alumni, and guests) must adhere to all applicable state and local laws and college regulations related to the sale and use of alcoholic beverages and other drugs.
- II. No faculty or staff member shall secure or serve alcoholic beverages or illegal drugs to any student engaged in any college related activity.
- III. The consumption, possession, or sale of alcoholic beverages or illegal drugs is strictly forbidden on campus.
- IV. Anyone under the influence of alcohol or illegal drugs or otherwise violating college policy regarding drug abuse shall be subject to disciplinary action, up to and including termination.
- V. An educational program shall be provided addressing the problems of alcohol and drug abuse. The program will include information services, posters, and brochures.
- VI. Counseling will be available to all faculty who identify themselves as having a drug and/or alcohol addiction to supervisory faculty of the College, leading to appropriate referrals.
- VII. Disciplinary proceedings for drug/alcohol related abuses shall be conducted using current policies of Mineral Area College.
- VIII. Mineral Area College's Policy for a Drug Free Workplace is as follows:
  1. The manufacture, distribution, and/or dispensation in the College District's workplace of a controlled substance (as defined by

## **ARTICLE III - FACULTY**

### **ALCOHOL, DRUG ABUSE, POLICY – CONTINUED**

Chapter 195 RSMo) are prohibited. Violations of this policy shall result in the immediate termination of the violating employee.

2. The unlawful use of a controlled substance (as defined by Chapter 195 RSMo) is hereby prohibited and shall result in disciplinary action (up to and including suspension and/or discharge) to the violating employee.

Any employee who comes to work or is at work while under the influence of alcohol or who consumes alcohol at work shall be subject to disciplinary action up to and including suspension and/or discharge.

3. Any employee convicted of or receiving a suspended imposition of sentence for a drug crime shall report his/her said conviction and/or suspended imposition of sentence within two (2) days after said conviction or suspended imposition of sentence and will be subject to discipline, up to and including termination.
4. Compliance with the provisions of this policy is a condition of an employee's initial and continuing employment.

### **3.72 JURY DUTY/ WITNESS DUTY**

Mineral Area College encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees may request up to one week of paid jury duty leave over any two-year period. Normal pay will continue during that jury duty leave with pay for additional leave at the College's discretion.

If an employee is required to serve jury duty beyond the period of paid jury duty leave and the College does not choose to pay for the time served, employee may use any available paid time off (e.g., vacation benefits) or may request an unpaid jury duty leave of absence.

The employee must show the jury duty summons to his/her supervisor as soon as possible so that the supervisor may make arrangements to accommodate his/her absence. The employee is expected to report to work whenever the court schedule permits.

## **ARTICLE III - FACULTY**

### **JURY DUTY/ WITNESS DUTY – CONTINUED**

Either the College or the employee may request an excuse from jury duty if, in the College's judgment, the employee's absence would create serious operational difficulties.

### **3.73 DRESS CODE**

MAC employees are expected to dress in a professional manner that adheres to the standards appropriate for the nature of their work as defined by their supervisor. Employees are expected to dress in a manner that is not offensive, suggestive, distracting, or insulting to others. Supervisors are responsible for setting and enforcing these expectations.

### **3.74 FACULTY RANK POLICY**

- I. Consideration for Mineral Area College Faculty Rank Titles
  - A. Requirements for advancement to a higher rank should be absolute. An individual either qualifies or does not qualify based on education and teaching experience. There will be no evaluation or other possibility for judgment calls to be made by other faculty.
  - B. Earned degrees and years of full-time teaching experience on the college level (institutions awarding an AA degree or higher) should be the only criteria considered when conferring faculty rank titles.
  - C. The suggested guidelines for faculty rank titles have a direct correlation to the results of a survey all MAC faculty members were asked to complete.
  - D. The Human Resources Director must be notified of any changes in faculty rank by the faculty member.
- II. Guidelines for Mineral Area College Faculty Rank Titles
  - A. Faculty in the Career and Technical Division must hold an earned baccalaureate degree or higher to advance to the next level.
  - B. Faculty in the Arts and Sciences Division must hold a masters degree to advance to the next higher level.

## **ARTICLE III - FACULTY**

### **FACULTY RANK POLICY – CONTINUED**

- C. After five years of full-time service, an individual is promoted to the rank of Assistant Professor, subject to the provisions of Section II, A.
- D. After ten years of full-time service, an individual is promoted to the rank of Associate Professor, subject to the provisions of Section II, A.
- E. After fifteen years of full-time service, an individual is promoted to the rank of Full Professor, subject to the provisions of Section II, A.
- F. Those individuals holding a doctorate will receive credit for four years of service.
- G. Those individuals holding a masters will receive credit for one year of service.
- H. Credit for full-time teaching experience at any post-secondary institution granting an associate's degree or higher will be compensated on a credit for year basis; one credit for each full year of teaching experience.
- I. Full-time faculty may receive prorated credit for past adjunct teaching experience at any post-secondary institution granting an associate's degree or higher. The adjunct experience will be computed as a fraction of a full-time teaching load: A total of 30 hours of teaching experience will equal one year of credit. Credit will not be rounded up to full years of credit.
- J. Any year in which a faculty member is on disciplinary probation for any cause stated in the Board Policy Manual will not count as a year of full-time or part-time teaching experience when calculating years of service. Any faculty member currently on probation shall not advance to the next level of faculty rank.
- K. Any year in which a faculty member has extenuating circumstances beyond those listed could result in not counting toward experience when calculating years of service for faculty rank. Forms can be obtained from the LMS Faculty Resources Tab.

## **ARTICLE III - FACULTY**

### **FACULTY RANK POLICY – CONTINUED**

- L. It will be the responsibility of the faculty member to prepare documentation and request a rank title promotion. The deadline to submit requests to the Human Resources Director is December 15 and June 15.
- M. Compensation is not contingent upon Faculty Rank.
- N. Any full professor that retires shall be granted Emeritus status.

### **3.75 VICTIMS' ECONOMIC SECURITY AND SAFETY ACT**

Employees who are victims of domestic or sexual violence or who have a family/household member who is a victim of domestic or sexual violence will be provided reasonable accommodations and up to two workweeks of unpaid leave during a twelve-month period.

Affected employees may take the leave to:

- Seek medical attention or recover from the physical or psychological injuries caused by domestic or sexual violence to them or their family/household member.
- Obtain services from a victim services organization for themselves or their family/household member.
- Obtain counseling for themselves or their family/household member.
- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase their safety or the safety of their family/household member.
- Seek legal assistance or remedies to ensure their health and safety or the health and safety of their family/household member, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence.

Employees who seek to use such leave must provide notice as prescribed by the Victims' Economic Security and Safety Act. The statute requires forty-eight hours of advance notice to the employer unless providing such notice is not practicable.

### **ARTICLE III - FACULTY**

*Article 3 approved 8-12-10*

*Article 3 amended 2-13-14 with changes to 3.31*

*Article 3 amended 5-14-15 with changes to 3.01 & 3.21*

*Article 3 amended 6-11-15; removed tobacco-policy (3.71)*

*Article 3 approved 8-10-17 (second reading)*

*Article 3 additional revisions to leave policy 8-10-17 (3.31, 3.32, 3.33, 3.34)*

*Article 3 amended 11-16-17 to add section 3.52*

*Article 3 amended 3-8-18 with changes to 3.31*

*Article 3 amended 10-10-19; added 3.73*

*Article 3 amended 05-14-20; revised 3.00 item 7*

*Article 3 amended 03-11-21; revised 3.14 B (effective 07/01/21)*

*Article 3 amended 10-14-21; added VESSA policy 3.75*