

ARTICLE III – FACULTY

- 3.00 EMPLOYMENT SELECTION**
- 3.01 TERM OF EMPLOYMENT**
- 3.02 LETTER OF EMPLOYMENT**
- 3.03 DUTIES AND RESPONSIBILITIES**
- 3.04 TERMS OF PAYMENT**
- 3.05 EVALUATION**
- 3.06 DISMISSAL**
- 3.07 EMPLOYEE DUE PROCESS**
- 3.08 REDUCTION IN FORCE**
- 3.11 SICK LEAVE**
- 3.12 PAY FOR UNUSED SICK LEAVE UPON RETIREMENT**
- 3.14 EMERGENCY/PERSONAL LEAVE**
- 3.15 FAMILY AND MEDICAL LEAVE**
- 3.16 WORKERS' COMPENSATION**
- 3.17 LEAVE OF ABSENCE**
- 3.18 JURY DUTY/WITNESS DUTY**
- 3.19 VICTIMS' ECONOMIC SECURITY AND SAFETY ACT**
- 3.20 PROFESSIONAL IMPROVEMENT**
- 3.21 EARLY RETIREMENT NOTIFICATION**
- 3.22 RETIREE INSURANCE COVERAGE**
- 3.23 DRESS CODE**
- 3.24 ALCOHOL AND DRUG ABUSE POLICY**
- 3.25 SABBATICAL LEAVE**
- 3.26 PROPERTY RIGHTS AND PUBLICATIONS**

ARTICLE III – FACULTY

3.27 CHILDREN OF EMPLOYEES ON CAMPUS

3.28 PETS/ANIMALS ON CAMPUS

3.50 FACULTY ADVISORY COMMITTEE

3.52 FACULTY LOAD

3.53 DEPARTMENT CHAIRPERSON

3.54 COORDINATOR

3.55 MENTORING

3.56 SUBSTITUTE FACULTY PAY

3.57 SALARY FOR STUDY COURSES/HONORS PROJECTS

3.58 LONG-TERM ILLNESS

ARTICLE III – FACULTY

3.00 EMPLOYMENT 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 search 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.

NEPOTISM AND CONSENSUAL RELATIONSHIPS

Mineral Area College complies with the Constitution of the State of Missouri and all applicable federal, state, and local laws and regulations. Employees are required to disclose personal relationships prior to employment and immediately when changes may occur that could create a potential or perceived conflict of interest for the supervisor/subordinate.

No employee shall participate, either directly or indirectly, in a decision to appoint or hire an employee of the college, including regular and part-time positions, who is related to such person within the fourth degree of consanguinity or affinity. (Defined as: A person is related by blood (consanguinity) as closely as the fourth degree to the following: children; grandchildren; great-grandchildren; great-great-grandchildren; parents; grandparents; great-grandparents; great-great-grandparents; brothers and sisters; nephews; grand nephews; nieces; grand nieces; uncles; grand uncles; aunts; grand aunts; and first cousins. A person is related by marriage (affinity) as closely as the fourth degree to that person's spouse and to the spouse's (or domestic partner's) following blood relatives: children; grandchildren; great-grandchildren; great-great-grandchildren; parents; grandparents; great-grandparents; great-great-grandparents; brothers and sisters; nephews; grand nephews; nieces; grand nieces; uncles; grand uncles; aunts; grand aunts; and first cousins. Half-blood shall be considered the same as the whole blood. Stepchildren, stepparents, etc., shall be considered the same as blood relatives of the person or the person's spouse as the case may be. An *in loco parentis* relationship shall be considered the same as a blood relationship to the person or the person's spouse as the case may be.) Also, no employee shall supervise, either directly or indirectly, the work of another employee who is related within such fourth degree, unless the supervisory role is specifically approved by the president.

President approval may be granted for alternative reporting structure in times of critical need. *Critical need* is defined as a college vacancy essential to the organization's operations that requires specialized skills and must be filled with time sensitivity to adequately serve the college community.

ARTICLE III – FACULTY

NEPOTISM AND CONSENSUAL RELATIONSHIPS - CONTINUED

Consensual intimate relationships between members of the college community are prohibited when there is any type of supervisory or evaluative relationship. Such relationships create, or may reasonably be perceived to create, a conflict of interest, and may result in favoritism, bias, or exploitation. Violation of this policy may lead to disciplinary action up to and including termination of employment.

Current employees who are out of compliance with this policy at the time of adoption must notify Human Resources immediately and develop a plan to be compliant by June 30, 2026.

3.01 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 Statutes regarding terms of employment.

3.02 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:

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.

ARTICLE III – FACULTY

3.03 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.

ARTICLE III – FACULTY

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).
12. Participate in the annual commencement ceremony.
 - a. Faculty members participating in commencement are required to wear appropriate academic regalia. The Office of the Provost will provide academic regalia upon request.
 - b. If extenuating circumstances prevent a faculty member from attending commencement, the faculty member may request to be excused by their direct supervisor. If the supervisor approves the request, the supervisor will forward it for final approval by the Provost and Vice President of Academic Affairs and the President. Faculty members who are excused from commencement are required to submit an absence report for a half day (3.5 hours).

3.04 TERMS OF PAYMENT

Administration shall maintain an annual salary schedule. The President's Council will approve placement on the salary schedule allowing credit for relevant prior experience. (Note: Faculty rank is established via salary schedule.)

1. BA+15 and MA+30 on the Faculty Salary Schedule will require hours at a higher level than the Bachelors/Master's Degree.
2. Employees earning higher degrees should submit official transcripts to the HR office. Advanced degrees will be reflected on the next annual contract and the next semester contract for per course teaching.

ARTICLE III – FACULTY

TERMS OF PAYMENT - CONTINUED

3. When allowing credit for relevant prior experience, *relevant* will be narrowly defined as work that is closely aligned with the duties and responsibilities required in the MAC position.
 - Arts & Sciences Faculty will receive 1 year per 30 credit hours of college teaching
 - Career & Technical Faculty will receive 1/3 years relevant industry experience

3.05 EVALUATION

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

3.06 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 6.12, 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,
 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

ARTICLE III – FACULTY

DISMISSAL - CONTINUED

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.

3.07 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

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.

ARTICLE III – FACULTY

EMPLOYEE DUE PROCESS - CONTINUED

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.

3.08 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.
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.

ARTICLE III – FACULTY

REDUCTION IN FORCE - CONTINUED

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 3.11 SICK LEAVE.
10. All benefits, including, but not limited to, seniority will be reinstated upon recall to active employment.

3.11 SICK LEAVE

For faculty who began working for the College prior to July 1, 2023:

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.

Twelve-, eleven-, and ten-month faculty may take sick leave in increments of no less than one-half hour. Nine-month faculty 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.

ARTICLE III – FACULTY

SICK LEAVE - CONTINUED

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.

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.

For faculty who began working for the College on or after July 1, 2023:

The primary purpose of sick leave is to protect the faculty member against losses due to illness. All full-time faculty are eligible for sick leave. Each full-time faculty shall accrue sick leave at a rate of 8 hours for each calendar month of contracted service. 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 shall be allowed. Twelve-, eleven-, and ten-month faculty may take sick leave in increments of no less than one-half hour. Nine-month faculty 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 unused sick leave will be transferred to the new contract year and additional accumulations will be made, as earned, at the rate of 8 hours per contract month.

Sick leave may not accrue beyond 1040 hours; once that maximum is reached, the faculty member will not accrue more sick leave until the accrual amount is less than 1040 hours.

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

Employees absent for longer than 21 hours, related to the same illness or injury, are required to notify the Human Resource 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 leave during a leave of absence for their own serious health condition.

ARTICLE III – FACULTY

SICK LEAVE - CONTINUED

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.

Upon separation of employment with Mineral Area College, faculty members forfeit any accrued unused sick leave.

SICK LEAVE: SUMMER SESSIONS

The 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.

3.12 PAY FOR UNUSED SICK LEAVE UPON RETIREMENT

Any employee who: (1) began working for Mineral Area College on or before July 1, 2023, and who (2) either 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.

Average salary for top five years of employment or part thereof/1300=amount/7 hours=dollar amount per hour.

3.14 EMERGENCY/PERSONAL LEAVE

Each faculty member will accrue three days of personal leave as of the start of each contract year. Twelve, eleven, and ten-month faculty may take emergency/personal leave in increments of no less than one-half hour. Nine-month faculty may take emergency/personal leave in ½ day (3.5 hours) or full day (7 hours) increments.

3.15 FAMILY AND MEDICAL LEAVE

Mineral Area College complies with the Family and Medical Leave Act, a federal law providing employees the right to take a leave of absence for family, medical reasons, and military reasons.

ARTICLE III – FACULTY

3.16 WORKERS' COMPENSATION

Mineral Area College complies with the Missouri Workers' Compensation Law, a state law providing benefits to injured workers. When a Mineral Area College employee is injured on the job, the injury should be reported to the employee's supervisor immediately.

3.17 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.

3.18 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.

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.

ARTICLE III - FACULTY

3.19 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.

3.20 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.

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

ARTICLE III - FACULTY

PROFESSIONAL IMPROVEMENT - CONTINUED

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

3.21 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.

3.22 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.

3.23 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.

ARTICLE III - FACULTY

3.24 ALCOHOL AND DRUG ABUSE POLICY

- A. 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.
- B. No faculty or staff member shall secure or serve illegal drugs to any student engaged in any college related activity.
- C. The consumption, possession, or sale of alcoholic beverages is strictly forbidden on campus, except for special circumstances approved by the President of the College. The President must notify the Board of Trustees of any exceptions.
- D. Anyone under the influence of alcohol or illegal drugs or otherwise violating college policy regarding drug abuse shall be subject to disciplinary action.
- E. An educational program shall be provided addressing the problems of alcohol and drug abuse. The program will include information services, posters, and brochures.
- F. Counseling will be available to all personnel identified as having drug and/or alcohol related problems, leading to appropriate referrals.
- G. Disciplinary proceedings for drug/alcohol related abuses shall be conducted using current policies of Mineral Area College.

POLICY FOR A DRUG FREE WORKPLACE

WHEREAS, it is recognized by the Mineral Area College Board of Trustees, Park Hills, Missouri, that it is necessary that all college employees report to work on time and in an appropriate mental and physical condition for work; and

WHEREAS, the Board of Trustees wishes to establish a policy pertaining to maintaining a drug-free workplace.

NOW, THEREFORE, BE IT RESOLVED that the following policy be adopted:

- A. The manufacture, distribution, dispensation, in the College District's workplace, of a controlled substance (as defined by Chapter 195 RSMo) is prohibited. Violations of this shall result in the immediate termination of the violating employee.

ARTICLE III - FACULTY

ALCOHOL AND DRUG ABUSE POLICY - CONTINUED

- B. The unlawful use of a controlled substance (as defined by Chapter 195 RSMo) is hereby prohibited and shall result in disciplinary action (including the possibility of suspension 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 the same disciplinary action as provided above for employees involved with the unlawful use of a controlled substance.

- C. Any employee convicted of a drug crime shall report their said conviction within two (2) days after said conviction.
- D. Compliance with the provisions of this policy is a condition of an employee's initial and continuing employment.

3.25 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.

ARTICLE III - FACULTY

3.26 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 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

ARTICLE III - FACULTY

PROPERTY RIGHTS AND PUBLICATIONS - CONTINUED

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, 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.

3.27 CHILDREN OF EMPLOYEES ON CAMPUS

Mineral Area College employees may bring their children to campus for brief, infrequent visits that do not disrupt college work. (*Infrequent visits* are defined as those that happen from time to time but are not part of a routine.) Children temporarily visiting campus must be directly supervised by a parent/guardian at all times. If the frequency, length, or nature of visits interferes with college operations, the employee's Administrator will communicate with the employee about complying with college policy.

To protect the health and well-being of the entire campus community, children who are ill may not be on campus under any circumstances.

Children aged 16 and under may not be on campus without adult supervision. Access to instructional spaces, athletic facilities, and the Wellness Center is generally prohibited for all minor children unless they are officially enrolled in classes or programs designed for those instructional spaces. Exceptions to meet legitimate educational needs may be approved in advance by the appropriate administrator.

This policy is not intended to discourage children from being on campus to participate in activities specifically scheduled for their benefit.

ARTICLE III - FACULTY

3.28 PETS/ANIMALS ON CAMPUS

To support the health, safety, and orderly operation of Mineral Area College, leashed pets under the control of an adult 18 years or older are permitted on college property, but are not permitted within college-owned or leased buildings nor athletic fields. Service animals are permitted within college-owned or leased facilities and must remain under the handler's control at all times. If a service animal is not under control or otherwise violates this policy, the handler may be asked to remove the animal from campus. Animals being used in approved educational or college activities are permitted within college-owned or leased facilities, but only for the approved educational or college activities and must remain under the control of the college employee responsible for such activities. Animals that are unleashed, or leashed and unattended, on college property may be subject to impoundment at the expense of the owner.

3.50 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.

3.52 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.

ARTICLE III - FACULTY

FACULTY LOAD & OVERLOAD COMPENSATION - CONTINUED

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

3.53 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.

ARTICLE III - FACULTY

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.

ARTICLE III - FACULTY

DEPARTMENT CHAIRPERSON – CONTINUED

11. Be available to advise for all CARDS programs or assign appropriate members within the department to advise for CARDS.
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.

3.54 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.

3.55 MENTORING

New employees and their assigned mentors will meet regularly to discuss the mentoring checklist provided by the Human Resources Department.

At the end of each semester, mentees and mentors will complete an evaluation to aid in continuous improvement of the program.

3.56 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.

ARTICLE III - FACULTY

3.57 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.

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

3.58 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.

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 5-14-20; revised 3.00 item 7

Article 3 amended 3-11-21; revised 3.14 B (effective 7/1/21)

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

Article 3 amended 4-18-23; removed 3.06 "Faculty Mentoring" and added 3.55 "Mentoring"

Article 3 amended 6-15-23 with changes to 3.31, 3.32, 3.33, 3.40 (effective 7-1-23)

Article 3 amended 12-14-23; terms of payment and incorporate policy renumbering

Article 3 amended 2-12-24 for employment laws; section 3.15 and section 3.16

Article 3 Amended 10-16-25 for change to time increments of paid leave (3.11/3.14)

Article 3 Amended 3-5-26 for faculty participation in commencement (3.03)

Article 3 Amended 4-9-26 for addition of Nepotism (3.00), 3.27, and 3.28

ARTICLE III - FACULTY

In spring 2022 an ad hoc committee representing all employee categories formed to align board policy numbering creating consistent numbers for topics among board policy chapters.

Shared Policy Numbers	
.00 Selection (Includes Health Examination)	3.00 DUTIES AND RESPONSIBILITIES →3.03
.01 Term of Employment	3.01 FACULTY LOAD →3.52
.02 Letter of Employment	3.02 NON-TEACHING ASSIGNMENT →3.51
.03 Duties and Responsibilities	3.03 FACULTY ADVISORY COMMITTEE →3.50
.04 Terms of Payment	3.04 DEPARTMENT CHAIRPERSON →3.53
.05 Evaluation	3.05 COORDINATOR →3.54
.06 Dismissal	3.06 FACULTY MENTOR →3.55
.07 Employee Due Process	3.07 MENTORSHIP COMPENSATION →Combined with 3.06 and moved into 3.55
.08 Reduction in Force	3.10 SELECTION →3.00 EMPLOYMENT/SELECTION
.09 Work Day/Week	3.11 HEALTH EXAMINATION →3.00
.10 Holiday Schedule	3.12 LETTER OF EMPLOYMENT →3.02
.11- 14 PTO BLOCK	3.13 TERM OF EMPLOYMENT →3.01
Sick Leave/Pay For Unused Sick Leave/Vacation/Emergency Personal Leave	3.14 DISMISSAL →3.06
.15 Family and Medical Leave	3.15 REDUCTION IN FORCE →3.08
.16 Workers' Compensation	3.16 EMPLOYEE DUE PROCESS →3.07
.17 Leave of Absence	3.20 TERMS OF PAYMENT →3.04
.18 Jury Duty/Witness Duty	3.21 SALARY SCHEDULE →3.04 TERMS OF PAYMENT
.19 Victims' Economic Security and Safety Act	3.22 NON-TEACHING OR EXTRA DUTY ASSIGNMENT SCHEDULE →Combined into 3.51
.20 Professional Improvement	3.23 SUBSTITUTE FACULTY PAY →3.56
.21 Early Retirement Notification	3.24 SALARY FOR INDEPENDENT STUDY COURSES →3.57
.22 Retiree Insurance Coverage	3.25 SALARY FOR INDIVIDUALIZED STUDY COURSE/HONORS PROJECTS →3.57
.23 Dress Code	3.30 FAMILY AND MEDICAL LEAVE →3.15
.24 Alcohol and Drug Abuse Policy	3.31 SICK LEAVE →PTO BLOCK
.25 Sabbatical Leave	3.32 SICK LEAVE: EVENING AND SUMMER SESSIONS →PTO BLOCK
.26 Property Rights and Publications	3.33 PAY FOR UNUSED SICK LEAVE UPON RETIREMENT →PTO BLOCK
	3.34 WORKERS' COMPENSATION →3.16
	3.35 LONG TERM ILLNESS →3.58 (No Longer Relevant)
	3.40 EMERGENCY LEAVE →PTO BLOCK
	3.41 SABBATICAL LEAVE →3.25
	3.42 LEAVE OF ABSENCE →3.17
	3.50 PROFESSIONAL IMPROVEMENT →3.20
	3.51 RETIREMENT →3.22 RETIREE INSURANCE COVERAGE
	3.52 EARLY RETIREMENT NOTIFICATION →3.21
	3.60 PROPERTY RIGHTS AND PUBLICATIONS →3.26
	3.70 ALCOHOL AND DRUG ABUSE POLICY →3.24
	3.72 JURY DUTY/WITNESS DUTY →3.18
	3.73 DRESS CODE →3.23
	3.74 FACULTY RANK POLICY →3.62
	3.75 VICTIMS' ECONOMIC SECURITY AND SAFETY ACT →3.19