

AGREEMENT

between the

**JUNIOR COLLEGE DISTRICT
OF EAST CENTRAL MISSOURI**

and the

**EAST CENTRAL COLLEGE
NATIONAL EDUCATION ASSOCIATION**

July 1, 2023, to June 30, 2024

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ARTICLE I: AGREEMENT AND RECOGNITION

1. This Agreement represents the results of collective bargaining between the authorized representatives of the Board of Trustees of East Central College (hereinafter referred to as “the College”) and the authorized representatives of the East Central College National Education Association (hereinafter referred to as “ECC-NEA” or “the Union”). This Agreement covers salaries, benefits, and working conditions for the faculty bargaining unit. This Agreement will remain in effect until June 30, 2024, subject to applicable laws and the rights of the Board of Trustees.
2. Board Policy provisions and other applicable procedures not expressly included in this Agreement are considered in full force and effect unless specifically contrary to the provisions of this Agreement. The parties agree that the terms of this Agreement shall be maintained in full force and effect during its term and may be modified only by mutual written agreement between the parties.
3. The College recognizes ECC-NEA as the official bargaining representative for all regular full-time faculty members employed by East Central College, subject, however, to the constitutional right of individual employees to communicate with the Board of Trustees and to petition for redress of grievances. “Regular full-time faculty members employed by East Central College” refers to faculty members on faculty contract who do not supervise other full-time faculty. The Board directs the President of the College and/or their designees as the representatives of the Board of Trustees to carry on good-faith negotiations with representatives of ECC-NEA in matters relating to salaries, benefits, and working conditions of regular full-time faculty members.
4. It is the desire and commitment of the parties to maintain educational and working environments in which the parties have mutual value and respect for each other. Furthermore, the parties agree to collaborate, through the principles of shared interest, in promoting continuous improvement in the quality of education to create optimal experiences for students, faculty, staff, and the community.
5. It is the commitment of the parties to build and sustain an equitable and inclusive learning and work environment where diversity is celebrated and valued. Diversity is one of the College’s core values. A diverse, equitable, and inclusive environment benefits and enriches the development of all students, staff, and faculty. The quality of these values is enhanced and strengthened through ongoing professional development opportunities.
6. Full-time faculty members of the College are allowed to join, or not join, the ECC-NEA. Eligible faculty members interested in joining should contact the ECC-NEA president.

ARTICLE II: ECC-NEA RIGHTS

1. The ECC-NEA shall be permitted to hold meetings and conduct ECC-NEA business on College property and to use College facilities at reasonable times when such facilities are not otherwise in use and/or when such use will not disrupt or interfere with the operation of the College, including but not limited to scheduled meetings, activities, or functions at which

faculty members are expected to attend. Scheduling of facilities will be required. Use of College property and facilities is subject to all applicable College policies, procedures, and guidelines.

2. The ECC-NEA shall have the right to reasonable and ordinary use of College equipment including computers, fax, voicemail, email, duplicating or printing equipment, and audio-visual equipment, but solely for local ECC-NEA purposes. Use of College equipment is subject to all applicable College policies, procedures, and guidelines.
3. The ECC-NEA shall be allowed reasonable and ordinary use of mailboxes, mail, and other communications systems for communicating with full-time faculty on matters related to local ECC-NEA purposes. Usage is subject to all applicable College policies, procedures, and guidelines.
4. The College shall make available upon written request to the College President or their designee, and without cost to the ECC-NEA, names, campus addresses, campus telephone numbers, and campus email addresses of all College full-time faculty members within a reasonable time after the beginning of the contract year. The same information will be provided with regard to faculty members hired during the contract year within a reasonable time following their employment. This information shall be provided in an electronic format, if available. To the extent that information requested is already available on-line, the College shall direct the ECC-NEA to the appropriate URL or link.
5. The ECC-NEA will be provided with an official Board packet for all Board meetings and be included on the Board agenda. ECC-NEA shall be accorded the same rights to attend Board meetings and address the Board as any other employee organization for the purpose of reporting on activities and events conducted by the Union. ECC-NEA shall not use this time to conduct matters related to negotiations.
6. The ECC-NEA will be provided, upon written request to the College President or their designee, information that is available and relevant to the negotiation process, subject to the limitations of the Missouri Open Records Law.
7. The ECC-NEA shall be entitled to representation on each College committee whose composition includes Bargaining Unit Members and whose purpose is primarily or exclusively related to wages, benefits, and working conditions, such as Insurance, Rank and Promotion, Educational Leave, Shared Governance Council, Facilities Advisory, and Budget.

ARTICLE III: BOARD AND ADMINISTRATION RIGHTS

It is recognized that the East Central College Board of Trustees and its Administration have and continue to have all managerial rights and prerogatives, including the responsibility and authority to manage and direct all operations and activities of the College, including the right to schedule and assign work and work locations, to the fullest extent authorized by law and in any manner or decision they shall deem appropriate; to determine, establish, promulgate, and/or change policies and procedures related to the faculty in any manner it shall deem appropriate; and that this

responsibility and authority is limited only by that which violates an express provision of this Agreement.

ARTICLE IV: JOINT RESPONSIBILITY

It is the joint responsibility of the ECC-NEA and Administration to ensure compliance with the provisions of the collective bargaining agreement. The agreement includes collective and individual responsibilities for ECC-NEA, the Administration, and covered members as defined in Article I of this agreement. ECC-NEA and the Administration will ensure compliance with individual responsibilities, including but not limited to Articles IX: *Job Descriptions*, XII: *Faculty Workload*, XX: *Meeting Schedule and Committee Assignment*), and Board Policies 5.3: *Job Descriptions* and 5.22: *Employee Conduct and Discipline*.

ARTICLE V: NON-DISCRIMINATION/NON-RETALIATION

The College shall not discriminate or retaliate against any faculty member on the basis of membership in or the failure to join the East Central College affiliate of the National Education Association or any other employee union organization. Faculty application forms and oral interview procedures shall not refer to membership in or preference for ECC-NEA or any other employee union organization. The College Board of Trustees and/or Administration reserve the exclusive right to make legitimate business decisions on behalf of the institution, provided that those decisions are not made on the basis of membership in the ECC-NEA.

ARTICLE VI: FACULTY QUALIFICATIONS

1. Faculty qualifications are defined in job descriptions for positions. East Central College shall follow the guidelines and requirements of the Higher Learning Commission (the regional accrediting body) and program accreditors, if applicable, in determining appropriate academic and experiential qualifications.
2. Each full-time faculty member shall be assigned at hire a primary discipline. More than one primary discipline may be assigned if required qualifications are met. Faculty must meet the qualifications required to teach any assigned course at East Central College. Assignments of teaching will be made based on such qualifications.

ARTICLE VII: ACADEMIC FREEDOM AND RESPONSIBILITIES

The College endorses the principle of academic freedom as defined in Board Policy 5.49: *Academic Freedom*, which states “East Central College, as an academic community, promotes learning characterized by free inquiry, open discussion and thoughtful communication. Academic freedom is a tenet of such instruction and essential to the purpose of higher education. Faculty and students must be free to examine ideas in an environment without institutional censorship.” The College recognizes the principle of academic freedom as stated above and supports the following:

1. Faculty are members of a learned profession, representatives of the institution and citizens of the larger community. As a member of a learned profession and a representative of the institution, a faculty member, in exercising “free inquiry, open discussion, and thoughtful

communication” should at all times be accurate, show respect for the opinions of others, and make every effort to indicate that they do not speak for the institution.

2. The principles of academic freedom and their inherent responsibilities are applicable to all full-time faculty, to all adjunct faculty, and to all students.

ARTICLE VIII: FACULTY EMPLOYMENT CONTRACTS

1. Written employment contracts shall be executed for full-time faculty, per Board policy 5.9: *Employment Contracts – Faculty*. Each written employment contract will include, but not be limited to start date, end date, total number of contract days, job title, salary, any special conditions, assignment, or terms associated with the position.
2. Reappointed faculty not returning a signed contract to the designated College official by the designated date will be considered to have declined the College’s offer of employment and/or voluntarily vacated the position, and College-funded medical, vision, dental, and life insurance benefits will be terminated effective at the end of the contract. Any alteration made to the contract by the faculty member will void the contract.
3. Faculty Contract Classifications
 - a. Limited Term Contract may be executed for a semester, academic year, or fiscal year and will automatically terminate at the end of the contract. This classification may be used for grant funded positions, temporary replacement for a full-time faculty member, the startup phase of a new program, a program in the process of being discontinued, or as otherwise deemed necessary by the President of the College.
 - b. Annual Contract is considered probationary and may be given annually for regular full-time faculty positions. Each annual contract shall show a date when employment ends; reappointment to a subsequent annual contract is not automatic and is contingent upon satisfactory evaluations and appropriate recommendations. Faculty may receive up to five consecutive annual contracts prior to being considered for tenure.
 - c. Tenure may be recommended for a faculty member under annual contract, but only after the employee has been employed full-time as faculty in the same discipline, or a secondary discipline as approved by the College, for a total of five years. Faculty who begins their service with a mid-year contract, and are subsequently employed through an annual contract, may be considered for tenure upon completion of ten consecutive spring and fall semesters.
4. Faculty Contracts
 - a. Service under limited term and annual contracts may be combined and applied to the five-year period of time required for consideration for tenure; however, a faculty member must be employed under an annual contract at the time of consideration for tenure. In order to be considered for tenure, the faculty shall complete and submit a professional portfolio to the Vice President of Academic Affairs. The deadline for submitting the professional portfolio will be established by the Portfolio & Credentialing committee. An evaluation of the faculty member’s instructional effectiveness will be

made by the Academic Dean and the Vice President of Academic Affairs. If the evaluation is satisfactory and the program is to continue, the faculty member will be recommended for tenure in the sixth year by the Vice President of Academic Affairs, subject to approval of the College President and Board.

- b. Faculty who change disciplines at the request of the College may be granted credit toward tenure for employment under limited term or annual contracts in the prior discipline.
- c. Faculty who move from a faculty contract to a professional staff or administrative contract shall be granted credit toward tenure status for employment under a limited term or annual contract held prior to the professional or administrative position if they subsequently return to a teaching position with no break in service to the College. Time served in a professional or administrative position will not be counted toward tenure status.
- d. Faculty remaining on a faculty contract whose primary responsibility does not include direct student instruction meet the definition of full-time faculty. These faculty will follow the additional responsibilities outlined in their contract and job description.

5. Faculty Non-Reappointment

- a. The decision to not reappoint a full-time faculty member employed under a Limited Term Contract or an Annual Contract shall be made by the College President after consideration with the Vice President of Academic Affairs. These decisions will normally be made prior to April 15, but in no event after the start of the new contract year, in accordance with Board Policy 5.9.8: *Employment Contracts - Faculty*.
- b. The decision for non-reappointment of a faculty member on an Annual Contract shall be based upon overall evaluation of the faculty member or lack of program continuation. A Reduction in Force shall be administered according to Article XXX: Reduction in Force.
 - i. If instruction-related areas of concern exist, the faculty member should be notified as soon as they are evident and as part of the evaluation process. Corrections of the deficiencies shall be made immediately in accordance with a plan developed by the instructor, Dean, and the Vice President of Academic Affairs. If the instruction-related deficiencies continue, action shall be taken for non-reappointment. If the faculty member's performance deficiencies are not instruction-related, no prior notice or improvement plan is needed prior to non-reappointment.
 - ii. Non-reappointment for an annual contract shall be made upon the recommendation of the Dean, the Vice President of Academic Affairs, and the President of the College.
 - iii. Affected faculty may submit a written appeal to the Board of Trustees. The Board of Trustees may review the documents relating to the appeal and decide the matter, or it may hold a hearing. The decision of the Board will be final.

- c. Unless otherwise stated or terminated for cause by the Board of Trustees in accordance with due process procedures (Board Policy 5.22.4: *Due Process Procedures for Suspension or Termination of Contractual Employees*), a Limited Term or Annual Contract automatically terminates at its end date.
- d. The decision to not reappoint a full-time faculty member employed under Tenure shall be made by the Board of Trustees upon the recommendation of the Vice president of Academic Affairs and the President of the College. These decisions will be made no later than April 15. Affected employees shall be notified as far in advance as possible, preferably by March 1 but no later than April 15.
- e. Tenure shall continue in effect for an indefinite period, subject only to
 - i. Retirement of the faculty member,
 - ii. Modification by a succeeding Tenure (compensation, terms of employment, or date modifications),
 - iii. Death of the faculty member,
 - iv. Resignation of the faculty member,
 - v. Termination for cause by the Board of Trustees in accordance with due process procedures (Board Policy 5.22.4: *Due Process Procedures for Suspension or Termination of Contractual Employees*),
 - vi. Revocation of appropriate/required certification or required licensures,
 - vii. Conviction of a felony or behavior that is violent or harmful to others,
 - viii. Non-reappointment due to program suspension or change in program status,
 - 1. Non-reappointment for tenure based on changes in program status shall be made by the Board of Trustees upon the recommendation of the President of the College with input from the Dean and Vice President of Academic Affairs.
 - 2. If necessary, a reduction in force shall be carried out in accordance with Article XXX: Reduction in Force.
- f. Non-Reappointment due to deficiencies in performance. If instruction-related areas of concern exist, the faculty member should be notified as soon as they are evident. Corrections of the deficiencies shall be made immediately in accordance with a plan developed by the instructor, the Dean, and the Vice President of Academic Affairs. If deficiencies continue within one semester after notification, action shall be taken for non-reappointment. If circumstances warrant, the faculty member shall be offered a limited term contract of one year.

- g. Non-Reappointment due to Financial Exigency. If contract non-renewal is the result of financial exigency, the faculty positions discontinued due to financial exigency will not be filled within a two-year period by replacement(s) nor will temporary full-time positions be created.
 - h. Faculty whose tenure is not renewed may submit a written appeal to the Board of Trustees. The Board of Trustees may review the documents relating to the appeal and decide the matter, or it may hold a hearing. The decision of the Board will be final.
6. Faculty Employment Contract Resignations
- a. Faculty resignations tendered to be effective at the end of the current contracted term may be submitted to the Vice President of Academic Affairs and the Director of Human Resources; such resignations do not require Board approval.
 - b. Faculty resignation tendered with an effective termination date that occurs during the current contracted term must be submitted to the President of the College with no less than thirty (30) working days' advance notice. The Board of Trustees may accept the resignation upon the recommendation of the President of the College. College-funded medical, vision, dental, and life insurance benefits will be terminated effective the end of the month of the contracted term or the end of the month in which employment is severed, if within the contracted term.
 - c. A faculty member's resignation or release from a current contract on less than thirty (30) working days' advance notice may be granted due to extenuating circumstances but will require approval by the College President and Board of Trustees.
7. When a full-time faculty position is approved, the Vice President of Academic Affairs will notify all faculty prior to posting. Faculty interested in the vacant position must send written notification of interest to the Vice President of Academic Affairs and the appropriate Dean.

ARTICLE IX: JOB DESCRIPTIONS

- 1. Faculty will receive a copy of their job description with their contract. Faculty Job Descriptions are on file and available in the College's Human Resources office. All full-time faculty are expected to fulfill the duties of their Faculty Job Description.
- 2. For changes to job descriptions, affected full-time faculty will be notified in a timely manner and changes will become effective with the beginning of the next faculty contract.
- 3. Changes in job description may be necessary within the current contract year. In such cases, changes will be made with mutual consent between the Administration and the affected full-time faculty. Administration reserves the right to immediately implement job description changes required by law, regulation, or for purposes of accreditation with or without mutual consent.

ARTICLE X: FACULTY RANK AND PROMOTION

1. Faculty Academic Rank and Promotion is designed to meet the professional development needs of the faculty, to encourage personal and professional growth within an academic or career field, to promote service to the College and its students, and to recognize community service. In meeting these goals, the Faculty Rank and Promotion Plan serves as a professional development program for faculty at the College.
2. Activities considered part of professional development, growth, and service should be many and varied and should reflect the academic goals of the individual faculty and the programmatic needs of the academic division and the College. Activities deemed instruction based should be emphasized and should be compatible with what is expected for tenure status. Such activities and goals will be outlined annually in the Faculty Development Plan.
3. The system outlined below to recognize and recommend academic rank and promotion must be easily administered, equitable, and rewarding. The system will combine teaching effectiveness, professional growth and service, graduate credit, related work experience, and time in rank as the criteria for promotion.
4. General Principles
 - a. To be considered for promotion, faculty must first make application to the Rank and Promotion Committee, meeting any and all deadlines as required.
 - b. Full-time faculty members may be considered for promotion if they meet the minimum qualifications for the next higher academic rank, if they meet the minimum employment requirements, and if they have served the appropriate time in their current academic rank at the time of application.
 - c. Documentation of professional growth and overall performance must be included in the scheduled performance review, and faculty members will be required to summarize their activities for the promotion review period (dependent upon desired promotion level) and make the summary available upon application for promotion.
 - d. Upon confirmation of eligibility by Human Resources, faculty members must submit the application for promotion and any related materials to the Vice President of Academic Affairs. This application must include informational narrative summaries which should identify prominent examples and illustrations of accomplishments in the criterion areas for the years in the current rank for each section of the portfolio.
 - e. Faculty members will be responsible for ensuring that the application for promotion includes a complete portfolio with attachments, all required evaluation forms, (faculty self-evaluations, classroom data reflections, student evaluation reflections, faculty peer reflections, etc.), faculty development plans, syllabi, and scheduled reports of performance for the years in the current rank. See Article XXVII: Faculty Evaluation for information on requesting an optional off-cycle evaluation.

- f. Faculty members may also attach such other documents that may have a bearing on the consideration of their promotion. The entire set of documents prepared for the committee's review must be contained within a two-inch or less three-ring binder.
 - g. No information may be added or deleted from the submission unless clarification is requested by the Committee. All the application documents will be kept in the Office of Academic Affairs.
 - h. Years of faculty service are computed by counting consecutive years of full-time faculty employment at the College from the current year back to initial employment, or any such re-employment if such an interruption in service occurred. Adjunct work and/or other employment at the College will not count towards years of full-time faculty employment.
 - i. Years of service is a whole number; no rounding up to full years will occur. Faculty years of service is computed as of the July 1st date for eligibility and other considerations related to rank and promotion.
 - j. New faculty, at hire, may request consideration for rank. The College reserves the right to place newly hired faculty with experience outside of East Central College at the appropriate rank, based on established criteria, at the time of initial employment. The Vice President of Academic Affairs will make a recommendation should a new hire meet the established criteria.
5. Rank and Promotion Committee:
- a. The Rank and Promotion Committee recommends eligible faculty applicants for promotion and maintains procedures established to administer the Rank and Promotion policy. The recommendation of the committee will be forwarded to the Vice President of Academic Affairs. After approval, the Vice President of Academic Affairs forwards recommendations to the College President for consideration.
 - b. The Rank and Promotion committee will consist of faculty who choose serving on this committee as part of their committee assignment. Any faculty or staff with a conflict of interest or perceived conflict of interest may not be part of the Rank and Promotion Committee. Any member of the committee must report any conflict of interest once realized and withdraw from the committee.
6. Definition of Rank and Criteria for Promotion
- For purposes of Rank and Promotion, the following definitions and terms will apply:
- a. *Instructor (definition at hire)*
 - Faculty Teaching in Arts & Sciences
 - Degree: Master's degree in discipline or master's degree with at least 18 graduate hours in discipline or related area
 - Experience: No prior teaching experience required
 - Faculty Teaching in Career & Technical Programs
 - Degree: Bachelor's degree in the discipline or related area OR an associate degree in discipline or related area plus

Experience: a minimum of two years of documented, related industry experience and/or any licensures or certifications

b. Assistant Professor

Assistant professors have demonstrated strong accomplishment in teaching effectiveness, led and/or contributed significantly to institutional activities, engaged in recognized scholarly/ creative endeavors, made valuable contributions to the College and community, and shown the likelihood of sustaining these contributions to the discipline. Faculty must be tenured at the time of application to be considered for promotion.

Faculty Teaching in Arts & Sciences

Degree: Minimum master's degree in discipline or related field

Experience: Five years full-time college teaching experience with documentation of successful professional growth and overall performance

Faculty Teaching in Career & Technical Programs

Degree: Completed bachelor's degree in discipline or related field

Experience: Five years full-time college teaching experience with documentation of successful professional growth and overall performance

c. Associate Professor

Associate professors have demonstrated excellence in teaching effectiveness, led and/or contributed significantly to institutional activities, engaged in recognized scholarly/creative endeavors, and made valuable contributions to the College. The applicant's portfolio must show that since the last promotion, the candidate has made contributions of significance and demonstrated independence and quality in teaching, scholarship, and service with the likelihood of sustaining these contributions to the discipline.

Eligible applicants will have held rank as Assistant Professor for a minimum of three years at the time of application.

Faculty Teaching in Arts & Sciences

Degree: Minimum master's degree in discipline or related field

Experience: Eight years full-time college teaching experience with documentation of successful professional growth and overall performance

Faculty Teaching in Career & Technical Programs

Degree: Minimum bachelor's degree in discipline or related field

Experience: Eight years full-time college teaching experience with documentation of successful professional growth and service

d. Professor

The rank of professor carries substantial expectations. Faculty members with the rank of professor have demonstrated continual excellence in teaching effectiveness, contributed to the College in significant ways, demonstrated commitment to College and community, and gained professional recognition among their peers in creative/scholarly endeavors, professional organizations and/or professional publications related to the academic

discipline or program. Faculty are expected to provide documentation of active participation and leadership in College activities, mentoring new faculty, professional organizations, departmental work, community, and civic work, etc.

Eligible applicants will have held rank as Associate Professor for a minimum of three years at the time of application.

Faculty Teaching in Arts & Sciences and Faculty Teaching in Career & Technical Programs

Degree: Earned doctorate in discipline or related field or earned post graduate degree recognized as terminal in the faculty member's discipline (e.g., MFA)

Experience: Eleven years full-time college teaching experience with documentation of successful professional growth and service

8. Appeal Process

- a. If a request for promotion is denied, the applicant may submit a written request to the President of the College within seven days of such notification outlining the rationale for additional review.
- b. A response to the applicant's appeal request will be provided in writing within fifteen business days of receipt of the appeal. The decision of the President is final.

9. Timeline

The timeline for the Rank and Promotion process is provided by the Rank and Promotion Committee in Falcon Nest.

10. Promotions in Academic Rank

- a. Promotions from level to level will not be automatic but will be made upon application to and the recommendation of the Rank and Promotion Committee and Vice President of Academic Affairs.
- b. Faculty, upon promotion to the rank as approved, will receive an increase over the previous year's individual faculty contract salary as follows:
 - Instructor to Assistant: \$1,500
 - Assistant to Associate: \$2,500
 - Associate to Professor: \$3,500
- c. If the College awards a percentage salary increase for the year the promotion is in effect, the faculty will receive the percentage increase in addition to the increase for the promotion. The sequence is recommended as follows: the promotion adjustment applied to existing salary; then, the percentage increase is applied.
- d. Salary Adjustment Based on Rank. The salary adjustments listed above will be made following Board approval of change in rank and will appear on the following year's contract.

- e. The College retains the right to suspend the rank and promotion system and any plan of implementation should budget conditions warrant. Notification of the suspension will occur prior to the April 15th deadline for faculty rehire notification, see Board Policy 5.9: *Employment Contracts-Faculty*.

ARTICLE XI: SENIORITY

- 1. Definitions
 - a. Institutional Seniority – Years of full-time service with the institution.
 - b. Faculty Seniority – Years of full-time faculty service at the institution.
 - c. Departmental Seniority – Years of full-time service in a department.
- 2. Seniority helps determine aspects of workload and continued employment.
 - a. Faculty seniority as maintained on the Seniority Rotation Roster may be used for overload class selection, summer/intersession class selection, and variable workload assignments, see Article XII: Faculty Workload. Implementation of the Seniority Rotation Roster will be determined by the faculty and Department Chairs of each department. For seniority terms related to reduction in force, see Article XXX: Reduction in Force.
 - b. Seniority for the Seniority Rotation Roster will be determined on the following basis:
 - i. Seniority in Primary Discipline
 - 1. Faculty seniority begins from the individual’s starting date of continuous full-time employment as a faculty member and will be computed on the basis of full-time service to the College from the initial date of hire.
 - 2. Department seniority shall begin with the date of assignment to a primary department or academic area in which the faculty is qualified to teach, as defined in Article VI: Faculty Qualifications.
 - 3. Conflict of seniority among faculty members with the same beginning date of continuous employment shall be resolved by reference to their initial contract, using the chronological order in which their contracts were signed.
 - ii. Seniority in Secondary Discipline
 - 1. If, at the time of hire, a faculty member is qualified as defined by Article VI: Faculty Qualifications to teach in a secondary discipline, even if that faculty member does not initially teach in that discipline, they may select overload course(s) in that secondary discipline as determined by the method for overload selection within that discipline.
 - 2. If, subsequent to the initial date of employment, a faculty member becomes qualified/credentialed to teach in a second discipline, one half of the previously accrued department seniority in the primary discipline up to a maximum of ten years will be counted for determining placement on the Seniority Rotation Roster in the secondary discipline.

3. If a faculty member is transferred to a different department at the request of the College, they shall carry their department seniority into the new department or academic area.
 4. If a faculty member requests and is granted a transfer to a different department, they will be credited with one half of the previously accrued seniority up to a maximum of ten years to be used for purposes of determining placement on the Seniority Rotation Roster as it relates to the new department. Should the faculty member return to the original department, they will be credited with one half of the department seniority up to a maximum of ten years accrued in the new department plus all previous years of department seniority.
 5. Once a secondary credentialed field is approved and established for a faculty member (as defined in Article VI: Faculty Qualifications), and after attribution of department seniority in the secondary field, the faculty member continues to accrue department seniority in the secondary field as long as they remain a full-time faculty.
- c. Seniority in non-teaching duties. For the purposes of this section, working a day or more in a month shall count as one month.
- i. In the event a full-time tenured faculty is assigned to full-time non-teaching duties (administration, professional staff, etc.), they shall be removed from the Seniority Rotation Roster but continue to accrue faculty seniority for up to a maximum of 36 months. Employees returning to full-time teaching within that 36-months shall be credited any accrued months in non-teaching duties plus all previous time served as faculty and placed back in the rotation roster by seniority.
 - ii. For employees remaining in the non-teaching position after that 36 months, faculty seniority will cease to accrue. In the event the employees return to full-time teaching at any point after the initial 36-months period, their faculty seniority shall be reinstated for all time served as faculty, including the initial 36 months of the non-teaching period, but not time after that. They shall be placed at the bottom of the rotation roster.
 - iii. If the full-time faculty members are on limited or annual contract when moving to a non-teaching position, they shall not accrue faculty seniority in the non-teaching position. If the employees return to a full-time teaching position after any time, the initial time served as a full-time faculty member will be counted and seniority accrual will resume from that point.
- d. Paid and Unpaid Leave: Educational leave and other College approved paid leaves of absence shall be credited toward faculty seniority. Unpaid leaves of absence will not be credited toward faculty seniority.

- e. Breaks in Seniority: Faculty seniority shall be broken by resignation, retirement, failure to return from an authorized leave of absence, failure to return from a leave of absence, or conditions in seniority in non-teaching duties. A full-time faculty member who is placed on temporary part-time or reduced load status shall not be considered to have a break in service during the period of part-time or reduced load.
- f. The Seniority Rotation Roster
 - i. The Seniority Rotation Roster shall be maintained by the Office of Academic Affairs and shall be posted to the Office of Academic Affairs Falcon Nest page by October 1 and February 1 of each academic year. Faculty members may submit a written request for seniority recalculations to an ECC-NEA representative within thirty (30) calendar days after the posting.
 - ii. The rotation roster shall be revised as necessary at other times during the year to reflect changes due to non-teaching duties, resignations, retirement, etc. Any revised rosters will be announced to faculty and posted in Falcon Nest within one calendar week of revisions.

ARTICLE XII: FACULTY WORKLOAD

1. The faculty contract and job description present clear information regarding work dates and related duties. Full-time faculty members are required to be at work on contract dates. Board Policy 5.4.6: *Regular Full-time Employee* articulates specifically the contracted workdays and teaching load. Faculty should refer to the Board Policy Manual for additional information regarding the College's employment policies.
2. A faculty work week should be approximately forty (40) hours, typically Monday through Friday, or on other days as per faculty assignment scheduled with the Vice President of Academic Affairs/ Dean/Department Chair/Program Coordinator. A faculty workday is a contract day during which faculty are expected to meet their course load, office hours, and committee requirements. A workday is considered to be on-campus but may be remote, as approved by the Vice President of Academic Affairs or designee. Faculty not working during a contract day are expected to take appropriate leave time.
3. Assignment of Teaching: The assignment of faculty to courses is the responsibility of the Dean and the Vice President of Academic Affairs.
 - a. Full-time faculty are given first preference for selection of courses to satisfy their contractual load.
 - b. A faculty member's base load shall consist of at least fifty (50) percent face-to-face credit hours per semester (with hybrid courses counting as ½ face-to-face). A faculty member may request an exception in online load using the Faculty Exception for Online Course Request Form, see Appendix E. The form should be submitted to the appropriate academic dean by September 15 for the upcoming spring semester and February 15 for the upcoming fall semester. A written response, via email, of approval or denial will be given within ten (10) business days of the submittal. In special circumstances, the Vice President of Academic Affairs or designee may request an exception to the online load in

the best interest of the schedule or College. Faculty who are contractually online-only instructors are exempt from this guideline.

- c. Full-time faculty may be required to teach evening courses, online courses, or at any campus location in order to meet their contractual load.
- d. Every effort shall be made to schedule regular teaching load courses within a six-hour workday. No faculty member shall be required to teach on more than five (5) days per week as part of a regular teaching assignment.
- e. No faculty member shall be required to work during any non-contractual period unless the faculty member is assigned extra duty work for which they are compensated.
 - i. Off-contract work refers to institutional-wide required work such as participating in hiring committees, institutional standing committees (for example, Budget Committee, Shared Governance Council, Strategic Plan Implementation, and other institutional or academic committees) whose charge/mission requires faculty input and work during off-contract time periods including, but not limited to, summer and winter session. Compensation for off-contract work will be based on time commitments.
- f. Normal Teaching Load/Credit Hours for full-time faculty shall consist of fifteen (15) credit hours per semester or thirty (30) credit hours per academic year.
 - i. New full-time faculty shall receive one to three (1-3) hours of reassigned time during their first semester of employment as a faculty member, as determined by the appropriate Dean/Department Chair. This will allow new faculty to prepare for classes, participate in College service, and familiarize themselves with the culture of East Central College. Any exception must be approved by the Vice President of Academic Affairs.
 - ii. For English Composition Courses: faculty who teach three (3) or four (4) composition courses (ENG 085, 090, 095, 101, 102, 114, 115) shall carry twelve (12) credit hours per fall and/or spring semester as a regular load. English faculty with fewer than three sections of composition courses (ENG 085, 090, 095, 101, 102, 114, 115) shall carry a fifteen (15) credit hour load per fall and/or spring semester.
 - iii. Reassigned time is an agreed upon reduction in a faculty workload for reasons of special assignment or project outlined in a Memorandum of Understanding (MOU) or by contract, see Article XIII: Special Project Assignments.
- g. Credit hour equivalencies and special conditions
 - i. For **Studio Art/Design** courses
 - 1. One (1) credit hour equates to two (2) contact hours (minimum) and 1.5 units of pay (1.5 units of pay per credit hour).

- ii. For **Music** courses
 1. Applied Lessons – following National Association of Schools of Music (NASM) guidelines, lessons are converted to credit hours by totaling the .5 contact hour lessons and dividing by three (3).
 2. Ensembles – one (1) credit hour equates to three (3) contact hours and 2.25 units of pay (2.25 units of pay per credit hour).
- iii. For **Laboratory Science** courses
 1. One (1) credit hour equates to two (2) contact hours (minimum) and 1.5 units of pay (1.5 units of pay per credit hour).
 2. Microbiology exception – one (1) credit hour equates to three (3) contact hours and 2.25 units of pay (2.25 units of pay per credit hour).
- iv. For **Nursing Clinical/Lab** courses
16.67 contact hours equates to one (1) credit hour or one (1) conversion (1 credit hour = 16.67 contact hours = 1 pay unit).
- v. For **Allied Health** courses
One (1) credit hour equates to two (2) contact hours (minimum) and 1.5 units of pay (1.5 units of pay per credit hour).
- vi. For **Career Tech Lab** courses
One (1) credit hour equates to two (2) contact hours (minimum) and 1.5 units of pay (1.5 units of pay per credit hour).
- h. Overloads: All full-time faculty members are eligible to teach overload courses.
 - i. Following the assignment of contractual loads in the early process of schedule development, faculty may select additional courses for overload. Full-time faculty will have first right of refusal for classes that are added to the schedule. Faculty may notify their Dean and/or Department Chair in writing if they would like to be considered for added courses as overload prior to the last contract day for Fall and Spring semester in reference to the upcoming semester.
 - ii. Individual departments may elect to implement the Seniority Rotation Roster to determine overload/summer/intersession assignments.
 - iii. Faculty may get overload courses as the schedule permits. Course schedules shall not be constructed as to guarantee overload.
 - iv. Full-time faculty are given first preference for overload courses following the scheduling of courses and the assignment of full-time faculty loads. Faculty should not request a course as overload if it has already been assigned to an adjunct faculty member. Full-time faculty members should only replace assigned adjuncts in order to make load, unless approved by the Vice President of Academic Affairs or designee.

- v. Faculty are not required to teach overload courses, except in a circumstance where the credit hours needed to achieve a full load, based on the credit hour value of the courses in the program, exceed the fifteen (15) credit hours per semester contractual requirement.
 - vi. A faculty member who receives reassigned time may not teach more than three (3) credit hours of overload per semester unless approved by the Vice President of Academic Affairs or designee.
 - vii. The maximum overload assignment in any semester will not exceed eight (8) credit hours unless written prior authorization is obtained from the Vice President of Academic Affairs or designee.
- i. **Course Capacity:** A master list of all courses and course capacities will be housed within the Office of Academic Affairs.
 - i. Faculty are expected to notify their Academic Dean or Department Chair, in writing, of acceptable overage to current class capacity prior to the last contract day for Fall and Spring semester in reference to the upcoming semester.
 - ii. Annual review and potential updates to course caps will follow the Course Capacity Process and Timeline housed in Falcon Nest.
 - j. **Course Cancellations**
 - i. Courses needed to complete a certificate or degree should be offered on a rotation that enables students to complete their program of study within the established timeframe of the certificate/degree pathway.
 - ii. Cancellation of low enrollment courses will be done following the schedule developed by the Vice President of Academic Affairs and Deans, with notification to the faculty member affected, prior to the cancellation.
4. **Office Hours:** Faculty members are required to maintain a minimum of seven (7) office hours per week, arranged conveniently around their teaching assignment and most academically beneficial for students. Office hours are dedicated to student interaction, course preparation, or other campus-related responsibilities.
- a. A faculty member may schedule one (1) office hour in a virtual format per online course taught as part of their base load. Virtual office hours do not exempt faculty from their on-campus duties or service to students.
 - b. A faculty member may schedule up to two (2) office hours in the Learning Center.
 - c. Office hours shall be scheduled in a minimum of 30-minute increments.
 - d. A faculty member who teaches more than seven (7) face-to-face hours in a particular day (with no break longer than 45 minutes), is not required to hold office hours on that day.
 - e. Full-time faculty office hours should be posted on office doors within the first week of courses. Office hours should be made available to students in all courses and shared with

the Dean. Faculty should update their office hours during final exam week to reflect the change in course schedules and availability to students.

- f. Nursing faculty who teach a clinical have the option to schedule one (1) office hour per day at the clinical site. The faculty member's posted office hours will indicate the location for these hours.
5. Summer and Intersession Teaching: Full-time faculty may elect to teach during the summer semester or designated intersession terms.
- a. Faculty are paid the full-time faculty summer and intersession overload rate for such teaching (see Full-time Faculty Overload Credit Hour Rate Chart).
 - b. Full-time faculty are given first preference for summer and intersession courses when scheduling of courses occurs. Individual departments may elect to implement the Seniority Rotation Roster to determine overload/summer/intersession assignments.
 - c. Full-time faculty members will be paid per credit hour at the higher of rates (i) or (ii) below:
 - i. The rate identified in the Full-time Faculty Overload Credit Hour Rate Chart, or
 - ii. 1.5% of the full-time faculty's base pay, whichever is higher.
 - d. Summer and intersession teaching will include two (2) hours of office hours per week that the faculty member is teaching.
 - i. If a faculty member is only teaching face-to-face courses, both office hours will be scheduled at an appropriate ECC location.
 - ii. If a faculty member is only teaching online, the office hours may be scheduled online or in a virtual format.
 - iii. If a faculty member is teaching both face-to-face and online courses, office hours may be split between an appropriate ECC location and online.
6. In-Service: At the beginning of each semester, faculty gather for various In-Service activities, including meetings, workshops, and course planning. Faculty will work collaboratively with the Office of Academic Affairs to plan In-Service activities. New faculty attend orientation and other welcome events held before the beginning of In-Service.
7. Faculty Role in Advising: Designated Faculty are contractually assigned student advising responsibilities by program or guided pathway. Faculty Advisors provide a proactive advising approach with students to explore a student's choice of major and career goals. They work with students to create educational plans that will lead to academic and social success in the students' desired fields. Faculty Advisors maintain extensive knowledge of appropriate academic programs and curriculum; student services; transfer and career opportunities; and co-curricular and extra-curricular opportunities. They collaborate with College faculty and staff to enhance student performance and retention. The Faculty Advisors collaborate with the Student Development office to support students.

8. Variable Workload

- a. Variable load may address institutional, student, and faculty needs by
 - i. providing more flexibility in the scheduling of classes to meet the needs of the College's student population,
 - ii. creating more opportunities for professional development for faculty during the Fall or Spring semesters,
 - iii. allowing a faculty member who intends to but does not make load during the Fall or Spring semesters to use variable load to maintain their full-time faculty status with no reduction in salary,
- b. Giving the option to have a reduced load the semester following a term in which overload credit is taught in lieu of overload pay at the time a faculty member is scheduled to teach over the required credit hour limit because of conditions of credit hour disbursement or scheduling.
- c. Making Up Reduced Load
 - i. A faculty member may make up for a reduced load in the fall by teaching additional courses in the same academic year without additional compensation.
 - ii. A faculty member may make up a reduced load for spring semester by teaching during the following summer semester without additional compensation or teaching more than the regular semester load during the prior fall semester of the same academic year without additional compensation.
 - iii. A faculty member may take on alternate duties during a semester immediately preceding or immediately following the semester of reduced load without additional compensation. Duties must be mutually agreed upon by faculty and administration. Alternate duty time equates approximately as one (1) credit hour to two (2) non-teaching work hours per week.
- d. Variable Load Guidelines
 - i. A faculty member may request variations in load for the reasons listed above using the Variable Load Request form, see Appendix B. The faculty member shall make a request to the appropriate Dean for variation in load. If the Dean approves the request, the request will be forwarded to the Vice President of Academic Affairs, who will make the final determination. In special circumstances, the Vice President of Academic Affairs or designee may grant an exception to the variable load guidelines in the best interest of the schedule or College.
 - ii. Completed Variable Load Request form shall be submitted to the Dean by October 15 for the following Spring and February 15 for the following Fall.
 - iii. The maximum reduction in load for a semester shall be 1/3 of regular load.

- iv. Teaching load for any one semester shall not exceed overload assignments as outlined in Article XII.1.h.vii: Faculty Workload.
- v. During the semester on variable workload, a faculty member is not eligible for overload unless authorized by the Vice President of Academic Affairs.
- vi. Eligibility for variable load shall be based on department seniority and may be determined by the Seniority Rotation Roster if more than one faculty member requests variable load in a given semester.
- vii. No more than one faculty member within a discipline shall be eligible for a reduced load within a given semester.

ARTICLE XIII: SPECIAL PROJECT ASSIGNMENTS

1. Special project assignments encourage broader participation and provide opportunity to all faculty to participate in shared governance and ongoing institutional improvement. ECC-NEA and the administration will work together to create a culture of broader opportunities for faculty to serve the College and be recognized and valued for the extra work they do.
2. Additional compensation in the form of payments beyond the base salary, reassigned time, or a combination thereof is provided to recognize that such work is outside the scope of the employee's job description, performed outside of normal work responsibilities, or adds extra time spent on normal job duties. Compensation and scope of the project work, as determined between the faculty member and Vice President of Academic Affairs or designee, will be detailed on a Memorandum of Understanding.
3. Special project assignments, open to all faculty regardless of contract status, will follow a process to promote access and equitable distribution of opportunity. Faculty must initiate the request for reassigned time by working with their Dean to complete a Reassigned Time application, due by October 1 for the following Spring and February 1 for the following Fall. Exceptions to this timeframe can be made with approval from the Vice President of Academic Affairs.
4. Project Identification – special projects may be created based upon institutional, division/department, individual faculty, state, or accreditation needs and identified by pertinent parties.
5. As applicable, special projects will be announced through the ECC-Faculty email distribution list to gauge interest and gather applications if necessary.
6. The following is not a comprehensive list but indicates the kinds of opportunities that may be available:
 - a. acting as committee chair for standing or ad hoc committees,
 - b. developing new courses or programs,

- c. developing/writing grants,
 - d. serving as a representative on a board or in a leadership position for a professional organization or state-wide initiative, or
 - e. developing/overseeing/participating in special projects that fulfill an institutional need.
7. Limitations – special project assignments will not exceed one (1) academic year. An end-of-project review assessing the scope and any additional needs of the project will be conducted between the faculty and other involved administrators/parties. If the special project is deemed necessary and appropriate to be continued, the work will evolve and be defined as a Contractual or Other Duty Assignment.
 8. A faculty member may be eligible for no more than two (2) special projects in a semester.
 9. Reassigned time is authorized to perform duties and responsibilities other than normal teaching duties without a change in pay. Reassigned time equates approximately as one (1) credit hour to two (2) non-teaching work hours per week, distributed throughout the term as the project requires.
 10. The Special Project Request Form can be found in Appendix C. Faculty should complete this request form when proposing and requesting Special Project assignments. If the Special Project opportunity is identified by supervisors/administrators, see Article XIII.5: Special Project Assignments, individual faculty will apply for the opportunity by using the Special Project Request form with information pre-provided by the party proposing the project.
 11. The Faculty Contractual and Other Duty Assignments spreadsheet and an updated list of special projects will be uploaded in Falcon Nest by the Office of Academic Affairs.
 12. The process for determining Reassigned Time for Special Projects Assignment is as follows:
 - a. The amount of reassigned time will be calculated by using objective and relevant workload measures that promote equitable compensation.
 - b. Any task to be considered as a reassignment of teaching load must meet all of the following criteria:
 - i. Linked to the strategic plan or other institutional initiatives,
 - ii. Regarded by the College as a high priority of the institution,
 - iii. Explicitly linked to student success, and
 - iv. Beyond the responsibilities of faculty as described in the faculty job description or CBA.
 - c. Additional criteria that may be considered:
 - i. There are not staff or faculty available to do the work within the normal scope of their position,

- ii. Requires a level of involvement that exceeds routine committee work,
 - iii. Enhances the academic growth and/or scholarship of the College, e.g., accreditation self-study.
- d. Decisions to award reassigned time shall involve the Vice President of Academic Affairs, Deans, and faculty.

ARTICLE XIV: DEPARTMENT CHAIR

1. The Department Chair shall be a full-time tenured faculty member from within the department they will oversee. The Department Chair shall be appointed by the Vice President of Academic Affairs based upon the recommendation of the Dean of Arts & Sciences. The Dean of Arts & Sciences will make the recommendation with the input from the members of the department. A meeting of the eligible faculty members of the department will be held to provide input regarding possible candidates. The Department Chair shall serve for a term not to exceed three (3) years and is eligible for successive terms.
2. The duties of the Department Chair will include:
 - a. Working collaboratively across the institution to support Dual Credit, Distance Education, and Developmental Education,
 - b. Working collaboratively with the Dean to promote communication and consistency,
 - c. Working at the department level to build and staff the course schedule,
 - d. Serving as an advocate for faculty and the needs and direction of the department,
 - e. Implementing and developing best practices in teaching and learning, assessment, program review, and curriculum,
 - f. Providing input in the overall development of the departmental budget,
 - g. Reviewing adjunct resumes and credentials to assist in finding qualified instructors,
 - h. Assisting in the resolution of student complaints and/or student issues by serving as the liaison between faculty and students,
 - i. Evaluating adjunct faculty,
 - j. Supervising part-time support staff within department,
 - k. Representing the institution at the local and state level, as needed,
 - l. Travel to satellite location and local high schools may be required, and
 - m. Completing other duties as assigned.

3. Compensation: Ten-month faculty contract; Twenty two (22) additional contract days preferably to include six (6) days in July, six (6) days in August prior to the start of In-service, one (1) day in December after the faculty contract has ended, three (3) days in January prior to the start of In-Service, three (3) days in May after the faculty contract has ended, and three (3) days in June; plus six (6) hours of reassigned time per semester (12 credit hours total for the academic year). Exact dates are to be coordinated with the Dean of Arts & Sciences. Department Chairs will be expected to adhere to limits on overload as outlined in Article XII.3.h: Faculty Workload.

ARTICLE XV: COURSE MEETINGS

1. Faculty are required to meet all courses, including laboratories, studios, clinicals, or other learning activity, as scheduled and for the full time designated in the official College schedule.
2. Certain pedagogically appropriate activities, including but not limited to individual student conferences, library research, nontraditional research, small-group critique sessions, or campus events, may periodically modify or replace course meeting times during the course of the semester per instructor determination.
3. Faculty are expected to adhere to the final exam schedule. Faculty are required to meet their classes at the scheduled time during the final exam period for an appropriate end of semester assessment or learning activity. Any exception must be approved in advance by the Vice President of Academic Affairs or designee.

ARTICLE XVI: ATTENDANCE RECORDS AND GRADES

1. Faculty are required to maintain the following records for each class:
 - a. Attendance records: Faculty are to take daily attendance, maintain a record of the daily attendance and keep such records for a minimum of five (5) years. A copy for the division/department office may be requested.
 - b. Grades: Faculty are to keep a clear and specific grade record for each student. Such grade records must contain enough information and detail to support the grade given and should align with the grading standards as detailed in the course syllabus. A copy for the division/department office may be requested.
 - c. Reporting and submission: Faculty are to report student no shows, regular and periodic attendance information per student, student deficiency reports, and final grade reports, all within the timeframe required.
2. Repeated faculty failure to create and maintain such records, provide records upon request, or submit such records in a timely fashion may result in disciplinary action.

ARTICLE XVII: ASSESSMENT

1. For purposes of quality, accountability, and transferability of coursework, and programs, faculty are required to participate in course, departmental, discipline/program, and institutional efforts to assess student learning.
 - a. At the course level, faculty will engage in the creation, administration, application, and use of course measures of student learning.
 - b. At the department level, faculty will create and administer department-based measures of student learning. Such measures will include assessments of sequential coursework, developmental coursework, and all transfer coursework. Faculty will participate in the reporting of such assessment activities.
 - c. At the discipline/program level, faculty will create and apply discipline/program level measures of student learning, up to and including the Technical Skills Assessment or other local, state, or federally mandated measures of student learning. Faculty will, in rotation as applicable, lead efforts in comprehensive review for their program or academic discipline.
 - d. At the institutional level, faculty will participate in the assessment of institutional student level learning outcomes.
 - e. Faculty have a responsibility for adherence to assessment reporting deadlines.
2. All such activities will be conducted in collaboration with discipline/program faculty and/or coordinators, and the approval of the Deans and/or the Vice President of Academic Affairs, following the guidelines of the Instructional Assessment Committee, Office of Institutional Research, external agencies requiring such assessments, and accreditors. Faculty have a responsibility for adherence to assessment reporting deadlines.

ARTICLE XVIII: REASSIGNED TIME FOR ECC-NEA OFFICERS

1. ECC-NEA will receive six (6) hours per semester for reassigned time to be distributed to Union officers at the discretion of the ECC-NEA Executive Council to conduct Union responsibilities such as investigating and processing grievances; meeting with administration or its representatives to discuss implementation of this Agreement; attending state or national Union meetings; and preparing for and participating in bargaining sessions.
2. The ECC-NEA shall furnish to the President of the College and Vice President of Academic Affairs a list of officers which shall include the name, title, and reassigned time appropriation of each officer. The list of officers, including reassigned time allocation, will be emailed on or before the last contract day of the Spring semester.
3. Such reassigned time shall be distributed on a semester basis by the ECC-NEA, subject to the following:
 - a. Substantially disproportionate amounts of said reassigned time shall not be concentrated with one officer.

- b. Reassigned time shall be utilized in a manner that is least disruptive of the faculty member's professional responsibility and College operations.

ARTICLE XIX: FACULTY DEVELOPMENT

1. The College is committed to faculty development. Resources are made available through the Faculty Development Fund (FDF), individual faculty development accounts, and the Academic Affairs Professional Development Reserve Fund.
2. The FDF is available for use to travel to conferences, workshops, meetings, or to fund other approved development activities. For fiscal year 2024, \$25,000 will go into the FDF specifically designated for faculty development activities. Any remaining funds at the end of each fiscal year will be divided equally among all current faculty's individual faculty development accounts.
 - a. The Faculty Professional Development Committee will oversee the application and disbursement process for requests from the FDF. Final approval will be made by the Vice President of Academic Affairs. Minutes from the committee and documentation from the Vice President of Academic Affairs shall clearly document the reason for any application that is denied. The Committee will also be responsible for planning and staffing internal development activities.
3. Faculty may accrue funds in individual faculty development accounts; the College will budget sufficiently to transfer funds from fund-10 to the individual faculty development accounts in fund-22. Any remaining funds at the end of each fiscal year will go into the Academic Affairs Professional Development Reserve Fund. When new faculty are hired, their individual faculty development account will be allotted \$500 from the general fund.
 - a. Additional funds may be earned by participation in the following activities:
 - i. Presenting at a regional or national conference: \$150 (limit \$300 per academic year)
 - ii. Organizing or hosting a regional or national conference: \$150 (limit \$300 per academic year)
 - iii. Publishing, performing, or displaying original work at professional recognized, juried, regional, or national venues: \$100 (limit \$200 per academic year)
 - iv. Leading designated workshops, trainings, or speaking engagements: \$50 - \$100 (limit \$200 per academic year)
 - v. Serving as an officer or leadership role for a regional or national discipline specific professional organization: \$50-\$100 (limit \$100 per academic year)
 - vi. Special Projects approved by the Vice President of Academic Affairs in accordance with Article XIII: Special Project Assignments. Activities assigned to a current MOU are not eligible for this Special Projects provision

4. Upon completion, the faculty member will submit the Faculty Honorarium form to the Office of Academic Affairs with information about the activity. Upon approval by the Vice President of Academic Affairs, money will be allocated into the individual faculty development account.
5. Faculty members may accrue up to \$2,500 in their individual faculty development accounts. Any excess funds will go into the Academic Affairs Professional Development Reserve Fund. Funds remaining in individual faculty development accounts of faculty members who leave the institution (via retirement or resignation) will also go into the Academic Affairs Professional Development Reserve Fund.
6. If a faculty member is required by accreditation or requested by an administrator to attend conferences or meetings for College-related purposes, or if the faculty member is approved for external development activities through the Faculty Professional Development Fund, expenses will be covered by other College funding and not from the individual faculty development account.

ARTICLE XX: MEETINGS SCHEDULE AND COMMITTEE ASSIGNMENTS

1. Full-time faculty are required to serve on College committees and attend division/department meetings. No faculty member will be required to serve or be appointed to more than one (1) Academic College committee as defined below. All other committee participation should be on a voluntary basis with the exception of program specific committees, department and division groups or workgroups, comprehensive review, program advisory committees, and search committees. First-year faculty will attend monthly New Faculty Workshops to meet the committee requirement. Part of the workshop will include orientation to various committees, including visiting a selection of committee meetings.
 - a. Faculty choose or can be appointed to one standing Academic Committee that meets monthly during the academic year focused on teaching and learning such as, but not limited to Academic Council, Rank and Promotion Committee, Portfolio and Credentialing Committee, Faculty Professional Development Committee, Strategic Enrollment Management and Retention Committee, Instructional Assessment Committee, Campus Spaces, Civic and Community Engagement, Curriculum Council, Online Learning and Educational Technology, and Developmental Education Committee.
 - b. Additional committees provide faculty the opportunity to serve in advisory capacities to represent the faculty perspective such as, but not limited to, Insurance Committee, Comprehensive Program Review (outside of discipline), IT Advisory, Strategic Plan Implementation, and Budget Committee.
 - c. Committee members will elect their leadership team for the next academic year and communicate this to the Office of Academic Affairs by April 30.
 - d. Meeting times for committees led by faculty or on which faculty participate will be determined by that committee chair and committee members.

- e. Committee chairs (or designated representatives) are expected to use Outlook Calendar to schedule meetings and communicate regularly with the committee and other stakeholders for informational and actionable purposes. Meeting minutes and documents are to be posted in the appropriate committee file in Falcon Nest in a timely manner.
 - f. Committee chairs are responsible to
 - i. provide leadership for collaborative committee work, including establishing committee purpose and goals;
 - ii. prepare agenda that will foster engagement and is directed toward established goals;
 - iii. ensure meeting minutes and other documents are kept and stored appropriately;
 - iv. maintain professional team relationships, engage all members of the committee, and provide an inclusive meeting environment respecting diversity in thoughts and actions.
 - v. collaborate and communicate with other committees, departments, and administrators as appropriate in relation to committee action items, purpose and goals;
 - vi. participate in an annual assessment of the committee's goals, action items, committee chair responsibilities, and necessary supports and/or resources.
2. Reassigned time for selected committee Chair duties: Recommendations are based upon the current standing Academic Committees, the charge of the committees, the workload of the committees, and its connection to the ECC Strategic Plan and HLC accreditation. The following themes emerged: assessment, retention, credentialing, evaluation, teaching and learning, and diversity. The following committees that align most closely to this level of work are Civic and Community Engagement Coalition, Curriculum Council, Faculty Professional Development, Instructional Assessment, and Portfolio and Credentialing Committee.
- a. Civic and Community Engagement Coalition
 9-month committee leadership
 Up to 3 CH reassigned time per semester
 MOU
 - b. Curriculum Council (vet new programs, new courses, new MDHE initiatives such as Core 42, etc.)
 9-month committee leadership
 Up to 3 CH reassigned time per semester
 MOU
 - c. Faculty Professional Development
 9-month committee leadership
 Up to 3 CH reassigned time per semester
 MOU
 Duties:

- Serve as Lead for the Faculty Resource Coalition that includes the Faculty Professional Development, Rank & Promotion, and Portfolio & Credentialing Committees
- Design and manage the virtual center for Teaching and Learning website

d. Instructional Assessment

12-month committee leadership
Up to 6 CH reassigned time per semester
MOU

e. Portfolio and Credentialing (oversees credentialing, evaluation, & mentoring)

9-month committee leadership
Up to 2 CH reassigned time per semester
MOU

3. In the event committee work requires broader participation and time, faculty should consider utilization of Article III: Special Project Assignments.
4. Committee chair(s) who receive reassigned time are subject to approval by the Vice President of Academic Affairs. Situations that may lead to non-approval include, but are not limited to, a current Performance Improvement Plan or a pattern of failure to complete an MOU. Reason(s) for non-approval will be communicated to the faculty member in writing.
5. The College reserves the right to schedule meetings as needed to conduct College business and committee members shall be notified of meeting times as far in advance as possible for planning purposes. Many departmental/institutional meetings are held on Fridays.

ARTICLE XXI: COMMITTEE WORK AND IMPLEMENTATION PROCESS

The process laid out in Appendix A will be used to better streamline faculty committee work with the opportunity for communication, review, and practice for implementation. It also provides a process for any work deemed relevant to incorporation into this collective bargaining agreement to be reviewed and presented to the ECC-NEA bargaining team for negotiations.

ARTICLE XXII: USE OF LEAVE

1. Administration agrees to maintain Board Policy 5.36: *Paid Leave Benefits*, defining the types and details of paid leave available to full-time employees and Board Policy 5.39: *Leaves of Absence*, providing for extended unpaid leaves of absence from the College. Any changes to these two policies as they currently exist will be determined in collaboration with all employee groups and will become effective with the next fiscal year.
2. As stated in Article XII: Faculty Workload, remote workdays must be approved by the Vice President of Academic Affairs or designee. Flexible schedules or working from home need to be approved by the appropriate Dean. Per current Board policy, sick leave may be utilized in four- or eight-hour increments, with eight hours being taken on days when faculty is unable to

meet any obligations (classes, office hours, appointments, and/or meetings) on a given workday.

3. In alignment with Board policy, personal leave can be taken for all other purposes. Personal leave should be taken in 1/2-hour increments on days when faculty is unable to meet all obligations (classes, office hours, appointments, and/or meetings) on a given workday, with eight hours being taken when faculty is unable to meet any obligations.

ARTICLE XXIII: SABBATICAL LEAVE

Sabbatical leave is a paid leave of absence to full-time faculty members to permit them to renew and update their qualifications, improve their skills, engage in creative or scholarly pursuits, improve teaching and learning, or engage in service opportunities in ways that ultimately enhance learning at the College. Sabbatical leaves enhance faculty morale and contribute to faculty development in lasting ways that positively impact the faculty and the institution. For items not explicitly addressed in this article (i.e., retention of benefits, some general principles) faculty may refer to Board Policy 5.42: *Educational Leave*.

1. Eligibility

- a. Faculty must be tenured and have completed six years of full-time employment at the College by the time of application.
- b. At least six (6) years of full-time employment must elapse before a faculty can apply again for sabbatical.

2. General Principles

- a. Faculty must submit the completed Sabbatical Leave Request form to the Office of Academic Affairs by the established deadline of October 1 of the academic year preceding the proposed start date of the sabbatical.
- b. Faculty who are awarded Sabbatical Leave shall remain employed at the College for one (1) year per semester of leave (one semester of leave would equate to one year).
- c. Because sabbatical leave is a time for a faculty member to concentrate on the work of the sabbatical project, faculty will not be allowed to teach overload during the sabbatical leave.
- d. Applicants for sabbatical leave must notify their Department Chair/Coordinator and Dean at least one month before the application deadline to assist all parties in the planning for the proposed sabbatical. This notification will be confirmed with signatures on the application
- e. It is the direct supervisor's responsibility to coordinate/evaluate the budgetary and staffing needs for the department should the sabbatical be approved.
- f. Applicant must contact Human Resources for verification of eligibility prior to submitting application. The Human Resources director's signature is required on the Request form. Faculty must use the Sabbatical Leave Request Form for application.

3. Post-Sabbatical Report

Within one month of the semester in which the faculty returns from sabbatical, the faculty member must submit a substantive report reflecting on the leave. Specific content for the report is included in the Sabbatical Leave Request Form. Copies of the report will be submitted to the Vice President of Academic Affairs, the appropriate academic Dean, and the Chair/Coordinator of the Faculty Professional Development Committee. The Board of Trustees will receive a copy of the Sabbatical report and may request a presentation by the faculty member.

4. Post-Sabbatical Presentation

By the end of the first semester in which the faculty member returns from the sabbatical, the faculty member must complete a formal presentation in an appropriate departmental or College-wide venue. The presentation may be in the form of a workshop or seminar and should detail the educational and professional impact of the sabbatical leave.

5. Sabbatical Committee

- a. The Faculty Professional Development Committee shall form the Sabbatical Committee for the purpose of reviewing applications and making recommendations for faculty sabbatical.
- b. Faculty must be tenured to serve on the Sabbatical Committee. A faculty member who is not tenured may be selected to serve as necessary to ensure representation across divisions. Faculty may not serve on the committee during a year in which they are going to apply for sabbatical.
- c. The Faculty Professional Development committee will ensure that the Sabbatical Committee contains the following representation of nine voting members and one non-voting member:
 - Faculty Professional Development Chair,
 - Portfolio & Credentialing Committee Chair,
 - An ECC-NEA representative to be designated by the ECC-NEA,
 - Six (6) faculty members, proportionately represented from each division, and
 - A designee of the Vice President of Academic Affairs as an ex-officio non-voting member of the committee.
- d. The Faculty Professional Development Committee will provide the Sabbatical Committee with its charge and scope. The Sabbatical Committee shall forward their ranked recommendations to the Vice President of Academic Affairs.

6. Purpose of Sabbatical

The College solicits applications that correspond with one or more of the following purposes:

- a. Credentialing
 - i. A sabbatical designed to enhance the faculty member's academic or professionally recognized credentials,
 - ii. Such enhancements to credentials benefit students, the faculty member's department, or other departments at ECC,

- iii. Applications in this category should:
 1. describe the credentials to be received or progressed toward,
 2. the institutions involved,
 3. the subject areas to be studied,
 4. a description of the manner in which the sabbatical is in line with actual credential improvement; and
 5. what will be accomplished during the sabbatical.
 - b. See also Board Policy 5.42.2: *Eligibility for Unpaid Educational Leave*
 - c. Knowledge/Skill Development
 - i. This type of sabbatical improves the faculty member's knowledge base and skill set, though it does not enhance credentials.
 - ii. Enhanced development of a faculty member's skills benefits students, the faculty member's department, or other departments at ECC.
 - d. Applications in this category should:
 - i. describe the knowledge, or skills, or both to be developed;
 - ii. the plan to ensure knowledge, or skills, or both are developed; and
 - iii. the mechanisms involved.
- 7. Creative or Scholarly Production
 - a. A sabbatical leave during which the faculty member produces a significant and substantial corpus that either showcases the faculty's creativity or engagement with a scholarly field.
 - b. Projects in this category should enhance the reputation of the individual faculty member. As a result, the faculty member's department and the College are enhanced.
- 8. Scholarship of Engagement and Application
 - a. During this sabbatical, a faculty member engages with the community. Using their talents and discipline knowledge, the faculty member addresses social problems, and advances economic, social, and cultural opportunities.
 - b. Such projects should enhance the faculty, the department, or the College.
- 9. Hybrid: Projects that combine elements of more than one type of sabbatical leave.

10. Sabbatical Leave: Timeline

August 1	College will announce availability of sabbatical, including the maximum number to be funded in the coming fiscal year.
Start of Fall Classes	Interested faculty contact the Director of Human Resources, who verifies eligibility (signature required on Sabbatical Leave Request form)
September 1	Faculty notify immediate supervisor of interest in applying for sabbatical to assist in planning for proposed sabbatical (signature required on Sabbatical Leave Request form)
September 15	Faculty Professional Development Committee appoints Sabbatical Committee
October 1	Application for sabbatical to be submitted to the Office of Academic Affairs
October 1 - December 1	Sabbatical Committee reviews applications
By December 1	Sabbatical Committee scores applications and ranks those meeting or exceeding minimum score for consideration. Ranked list of proposals is sent to Vice President of Academic Affairs. If no application(s) meets the minimum score for consideration, the committee shall inform the Vice President of Academic Affairs of same. Faculty applicants shall be informed of the committee's action by the chair of the committee.
By December 8	Vice President evaluates rank order recommendation(s) and either (a) approves and submits to President, or (b) denies and evaluates next highest ranked recommendation(s) for recommendation to the President. If no candidate is recommended for approval, the Vice President shall inform the President of same.
By December 15	President approves or denies recommendation. If approved, the recommendation is presented for action to the Board of Trustees at its next regular meeting. If denied, the Vice President for Academic Affairs considers the next ranked applicant(s), if any, and submits recommendation(s) to the President. If there are no further ranked applications(s) recommended, the Vice President will inform the President of same, and no sabbaticals will be recommended for Board approval.

11. President brings recommendations to the next Board meeting. Within five (5) working days after approved by the Board, President will announce all sabbatical approvals.

ARTICLE XXIV: OWNERSHIP AND EQUITY

The College and ECC-NEA acknowledge the policy and procedures related to ownership of inventions and/or materials by College personnel, as provided in Board Policy 4.43: *Ownership and Equity*, and incorporate the policy into this Agreement:

1. *4.43 Ownership and Equity Policy (Adopted 1-4-1988; Revised 8-25-2008; Revised 3-2-2015)*
East Central College recognizes that ownership of inventions and/or materials by College personnel, and the royalties resulting therefrom, normally belong to the employee, except as otherwise provided in this Policy:
 - a. When the Invention and/or Intellectual Property, as defined herein, bears a direct relationship to, or is made or developed in connection with, the employee's College duties.
 - b. When the Invention and/or Intellectual Property is made or developed with a combination of College facilities, equipment (owned or rented), materials, funds, information, or with time and services of College employees and/or students during performance of their College duties or assignments. (See Supplemental Employment Policy).
 - c. When the Invention and/or Intellectual Property is made or developed in performance of College-commissioned projects including private or government sponsored grants received by the College.

It shall be the responsibility of the employee to obtain any copyrights or patents relative to joint ownership. It shall be the responsibility of the College to obtain any copyrights or patents for Inventions and/or Intellectual Properties made or developed under the auspice of a College commission.

Procedures:

2. *4.43.1 Definitions (Revised 3-2-2015; xxx2022)*
 - a. The following definitions apply under the terms of this Policy:
 - b. Equity – The monetary value of a property or of an interest in a property in excess of claims or liens against it.
 - c. Inventions – All devices, discoveries, processes, methods, uses, products, or combinations, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.
 - d. Intellectual Properties – All intellectual and creative works that can be copyrighted, including educational materials and products, databases, computer software and materials, research materials, and web-based learning resources and/or materials. It does not include lecture notes or literary, artistic, musical, or theatrical works unless such work was commissioned by the College or otherwise specified as a “work-for-hire” in a written agreement between the College and employee, student, or volunteer.

- e. Employee – Part-time and full-time members of the faculty, staff, and all other agents.
 - f. Student Works – Intellectual property produced through individual initiative as part of a student’s coursework ordinarily belongs to the student. This includes papers, artistic and musical works, and other creative works made by students in the instructional process. Ownership of student works made during the course of employment or internship at the College shall be assigned to the College.
 - g. Students – Any person officially enrolled in one or more classes or activities offered by the College.
 - h. College – All locations of East Central College.
 - i. Work-for-Hire – Copyrightable intellectual property, which is deliverable to the College, prepared by an employee within the scope of their employment or produced as a result of a commission or agreement between the College and an employee, student, or volunteer.
3. *4.43.2 Use of Inventions or Intellectual Properties Procedure (Revised 12-5-2022)*
Two categories of use of College-sponsored Inventions or Intellectual Properties are identified:
- a. Internal – Use by any unit of the College, either on or off campus.
 - b. External – All uses other than by a unit of the College.

Use of the Intellectual Properties or Inventions will be at the discretion of the College.

4. *4.43.3 Ownership and Equity Procedure (Revised 12-5-2022)*
- a. If the College had no involvement in the development of an Invention and/or Intellectual Property, the individual will receive full ownership and equity.
 - a. If the development of an Invention and/or Intellectual Property was College-sponsored or was solely the result of the performance of duties by College employees or interns, the College will receive or be assigned full ownership and equity.
 - b. If Inventions and/or Intellectual Property were made or developed jointly between the College and non-work-related efforts by College employees and/or students, the College will enter into joint ownership arrangements with the employee and/or student. Exact percentages of ownership and other details shall be negotiated between the parties and set out in a binding agreement.
 - c. It shall be the responsibility of the employee to give written notification to the College of intent to make, develop, patent, or copyright Inventions and/or Intellectual Properties as soon as possible.
 - d. Employees shall be responsible for obtaining appropriate written releases from individuals identifiable or in some manner requested to participate in the creation of the College-sponsored Inventions or Intellectual Properties. Written statements shall also

be obtained from appropriate College personnel indicating that to the best of their knowledge any of the materials developed do not infringe on existing copyright or other legal rights.

- e. If the employee wishes to take a sample of their Intellectual Property or Invention to demonstrate the level of work done in the project, this may be done if the employee pays for the costs of producing the sample. This does not grant the employee any additional intellectual property ownership beyond that outlined above.

ARTICLE XXV: ASSIGNMENT OF OFFICES

The Administration is responsible for assigning offices to faculty members and/or relocating faculty members to different offices when deemed to be in the best interest of the College. The Administration shall inform the faculty member as soon as possible, prior to the relocation or assignment. Administration shall also allow ample lead-time for the faculty member to make the move in an orderly, reasonable fashion [at minimum four (4) weeks in advance and prior to the end of the semester if possible].

ARTICLE XXVI: PERSONNEL FILES

1. Personnel records are administered in accordance with Board Policy 5.12: *Personnel Records* and the corresponding procedures.
2. In addition to procedures provided in Board Policy 5.12: *Personnel Records*, an officer or representative of the ECC-NEA may, at the written request of the faculty member, accompany a faculty member during a review of the employee's personnel file.
3. The review shall be conducted in Human Resources in the presence of a representative of Human Resources responsible for the safekeeping of such personnel files.

ARTICLE XXVII: FACULTY EVALUATION

1. Purpose – Through comprehensive evaluation process, the College will provide faculty a useful and substantive assessment of performance, recognition, and acknowledgement of good performance, and ensure they have the necessary resources to advance teaching and learning, participate in professional growth, develop leadership skills, and further scholarship in their discipline.
2. Guidelines
 - a. New full-time faculty will be evaluated each semester in the first year and annually each proceeding year of annual contract.
 - b. Full-time tenured faculty will be evaluated on a regular rotation with no longer than a three-year interval or as deemed necessary. Off-cycle evaluation requests must be submitted to the appropriate Dean no later than the end of the third week of the semester for evaluation.

- c. Evaluation tools used by the College must meet minimum standards of any and all accrediting bodies, regulatory and oversight agencies, and other entities where accountability is important.
- d. Assessment of the current evaluation process will begin with a faculty survey in April of each year. Survey results will inform discussions the following fall semester, involving appropriate administrators, ECC-NEA representatives, and Faculty Association representatives. Changes for the following academic year will be agreed upon no later than April 1.
- e. Any modifications to the evaluation tool or process will be documented and will follow the Committee Work and Implementation Process, see Article XXI.
- f. Evaluation of faculty teaching in online settings (web online or web hybrid) will follow the same procedures and timelines and include the same methodologies as evaluations of faculty teaching face-to-face.
- g. Faculty evaluations provide information for use in determining employment status, recommendations for faculty development, and rank and promotion.
- h. A copy of all formal Vice President of Academic Affairs/Dean evaluations will be provided to the faculty member, on file in the Office of Academic Affairs, and in the faculty member's personnel file in Human Resources.

ARTICLE XXVIII: FACULTY SALARY AND RETIREMENT INCENTIVE

1. Faculty Salary

ECC Administration and ECC-NEA recognize the importance of establishing and maintaining competitive salaries within the region. The College commits to increasing faculty salaries to the average of base faculty salaries at the region's community colleges (East Central College, Jefferson College, St. Charles Community College, and St. Louis Community College) by Fiscal Year 2026.

- a. Faculty will receive a 4% increase applied to base salaries.
- b. The salary placement schedule will be increased by 4% across the board, effective for full-time faculty hired on or after September 1, 2023.
- c. If after adjustment in (a.), a faculty member's base salary is below the minimum on the FY24 placement schedule, that salary will be raised to the minimum based on degree, discipline, and years of service.
- d. Full-time Faculty Overload Credit Hour Rate will be determined using the table below. See Article XII: Faculty Workload, Section 5.C: *Summer and Intersession Teaching* for additional information.

- e. Relevant industry experience is directly related to teaching in the credentialed discipline and/or based off the faculty job description. The hiring Dean will make recommendations based upon the faculty applicant’s relevant experience.
- f. Concurrent combinations of college teaching and/or industry experience years cannot be counted twice.
- g. Adjunct teaching experience will be calculated as half-year per for each full year taught.
- h. Due to career and technical faculty requirements of additional industry recognized credentials or licensure, their salary will be established utilizing *Faculty Career and Technical Salary Schedule for Placement at Hire*. Faculty not meeting the definition of Career and Technical will utilize the *Faculty Salary Schedule for Placement at Hire*.

Full-time Faculty Overload Credit Hour Rate – FY24 (Effective Fall 2023)						
Academic/Professional	Academic Year Overload Credit Hour Rate	Summer and Intersession Overload Credit Hour Rate	Academic Year Overload Credit Hour Rate after teaching a min 30 ECC overload credit hours	Summer and Intersession Overload Credit Hour Rate after teaching a min 30 ECC overload credit hours	Academic Year Overload Credit Hour Rate after teaching a min 60 ECC overload credit hours	Summer and Intersession Overload Credit Hour Rate after teaching a min 60 ECC overload credit hours
Associate/Bachelor	\$725.00	\$760.00	\$745.00	\$780.00	\$765.00	\$800.00
Master	\$745.00	\$780.00	\$765.00	\$800.00	\$785.00	\$820.00
Academic/Terminal	\$755.00	\$790.00	\$775.00	\$810.00	\$795.00	\$830.00
Professional	\$755.00	\$790.00	\$775.00	\$810.00	\$795.00	\$830.00
Academic Doctoral	\$765.00	\$800.00	\$785.00	\$820.00	\$805.00	\$840.00

Faculty Salary Schedule for Placement at Hire on or after September 1, 2023 – FY24					
Academic/Professional Degree	Less than 1-year relevant experience	1-5 years relevant experience	5-10 years relevant experience	10–15 years relevant experience	15–20+ years relevant experience
Bachelor	\$38,214	\$40,121 - \$44,133	\$44,133 - \$48,546	\$48,546 - \$53,401	\$53,401 - \$58,741
Master	\$41,975	\$44,071 - \$48,478	\$48,478 - \$53,326	\$53,326 - \$58,659	\$58,659 - \$64,525
Doctorate	\$47,900	\$50,293 - \$55,322	\$55,322 - \$60,854	\$60,854 - \$66,939	\$66,939 - \$73,633

Faculty Career & Technical Salary Schedule for Placement at Hire on or after September 1, 2023 – FY24					
Academic/Professional Degree	Less than 1-year relevant experience	1-5 years relevant experience	5-10 years relevant experience	10–15 years relevant experience	15–20+ years relevant experience
Associate	\$38,214	\$40,121 - \$44,133	\$44,133 - \$48,546	\$48,546 - \$53,401	\$53,401 - \$58,741
Bachelor	\$41,975	\$44,071 - \$48,478	\$48,478 - \$53,326	\$53,326 - \$58,659	\$58,659 - \$64,525
Master or Doctorate	\$47,900	\$50,293 - \$55,322	\$55,322 - \$60,854	\$60,854 - \$66,939	\$66,939 - \$73,633

- Up to a 10% increase for hard to fill positions

2. Retirement Incentive

A retirement incentive will be offered to tenured faculty with at least 10 years of full-time, consecutive service at the College as of June 30, 2024, or December 31, 2024, and who meet

eligibility requirements for normal or early retirement as defined by the Missouri Public School Retirement System (PSRS).

- a. Qualified faculty who elect to retire shall receive a one-time payment, calculated as follows:
 - i. 1% of base salary for Fiscal Year 2024 (FY24), multiplied by the retiree's years of full-time, consecutive service to ECC (maximum of 25 years). An academic year is equivalent to a whole year for purposes of this calculation; and
 - ii. Cash value of one year of the retiree's College-paid health insurance benefits for 2024
- b. Faculty planning to participate in this incentive shall notify the College in writing no later than January 16, 2024
- c. The reexamination of the feasibility, advisability, and options regarding faculty retirement incentives in Fiscal Year 2027 is advisable.

ARTICLE XXIX: MILEAGE REIMBURSEMENT

1. Mileage expense for traveling to and from the employee's residence to the employee's single regularly assigned place of employment, whether at the main campus or at an extension center, shall not be reimbursed. Travel between College-owned sites and/or off-site locations is required by some positions. If a travel allowance is not written into the faculty member's contract for this purpose, the faculty member is eligible for mileage expense reimbursement for such travel on a per event basis. An employee traveling for College business from their residence to a site other than the employee's regularly assigned place of employment is eligible for mileage expense reimbursement. Mileage will be calculated from the employee's regularly assigned place of employment or the employee's residence, whichever is less.
2. A reimbursable mileage guideline will be generated by the Office of Finance and Administration which delineates standard mileage from the College to sites commonly traveled to. Mileage to sites not on the guide will be based on mileage provided via Map Quest or other web mapping service and documented with a printout of the web page.

ARTICLE XXX: REDUCTION IN FORCE

1. If, in the judgment of the Administration, it is necessary to decrease the number of faculty due to a) financial considerations, b) a decrease in student enrollment, or c) program reduction, consolidation, or elimination, the necessary number of full-time faculty may be reduced.
2. The process for a reduction in force is as follows:
 - a. The Dean(s) and/or Vice President of Academic Affairs identifies the affected academic discipline or program. The process may be initiated by either of these employees, or by the College President.
 - b. Positions to be eliminated shall be determined. The Vice President of Academic Affairs will notify the ECC-NEA President of the affected positions.

- c. Employees in the selected jobs/positions shall be listed. The list must include the employee's name, position title, years of teaching, and proposed date of termination.
 - d. This proposal is submitted to the Vice President of Academic Affairs for review and recommendation to the College President.
 - e. The College President reviews the proposed plan and a) approves and makes recommendation to the Board of Trustees, b) remands to the Vice President of Academic Affairs for further review and/or revision, or c) determines that a reduction in force is not necessary.
 - f. The Board of Trustees, upon recommendation of the College President, votes on approval of the reduction in force plan.
- 3. Upon approval of the reduction in force plan, each affected employee shall be notified by March 1 preceding the fiscal/academic year in which the plan takes effect.
 - 4. All documentation listed above will be maintained in the Human Resources Department.

Reduction in Force Process

1. Preventative Measures

- a. Before reduction in force (RIF) notification is given to specific faculty members, the Administration will make every effort to implement appropriate alternatives. These alternatives include, but are not necessarily limited to:
 - i. normal faculty attrition,
 - ii. voluntary retirement,
 - iii. transfer to another site where a vacant position exists,
 - iv. reduction of overload assignments,
 - v. reassigning and/or minimizing hours given to adjunct faculty, and
 - vi. consideration of a teaching load that is shared between two campus locations.
- b. After all institutional preventive measures have been exhausted, a reduction in force will be administered in such a way as to provide minimal disruption for students enrolled in the impacted instructional program. All applicable requirements of federal, state, or accrediting entities will be followed to ensure students can fulfill degree requirements.

2. Reduction Measures

Subject to academic needs, limited term, and annual faculty contracts shall be terminated first. The following process and benefits shall be applied to affected tenured faculty:

- a. A general notification that a reduction in force is recommended will be given in writing to faculty as far in advance of the effective date as possible, and no later than February

1 of the fiscal/academic year in which the plan is to take effect. Notification will include a statement of the condition which led to the reduction in force.

- b. Tenured faculty will be laid off on the basis of instructional effectiveness, as evidenced by the faculty evaluation process, institutional seniority, defined as length of full-time faculty service to the institution, and credentials.
- c. Tenured faculty placed on layoff will be placed on a faculty recall list on the basis of reverse order of layoff and recalled in accordance with the instructional needs of the campus, up to the end of three (3) academic years after the layoff.
- d. Notice of recall will be given by certified mail to the last known current address of the faculty member. If the faculty member fails to respond within fourteen (14) calendar days from receipt of the recall notice, they will be considered to have refused the position offered.
- e. Failure to accept alternatives to layoffs, if offered, will not jeopardize the laid off faculty member's recall rights or place on the recall list.
- f. The College will provide the laid off faculty with assistance in seeking alternative employment by providing a letter of reference and use of campus facilities to prepare and print resumes. All College vacancy information, including administrative and classified positions, will be available via the College website to the laid off faculty.
- g. An employee recalled to work by the College under the provisions of this section shall have any forfeited sick time restored upon returning to active employment.

3. Post-RIF Support

Tenured faculty members affected by the reduction in force may retain the following College post-RIF support:

- a. The right to tuition waivers shall be retained by the employee for up to twelve (12) months or until the employee has found other employment. Tuition waivers shall only be available to the employee and not extend to dependents of the employee.
- b. The College will maintain health care premium for the employee for up to three (3) months, or until the employee has found other employment.
- c. The affected employee shall be given priority consideration for any part-time employment for which they are qualified. Accepting this alternate position will not remove the individual from the Faculty Recall List.

ARTICLE XXXI: FACULTY GRIEVANCES

1. Purpose

The purpose of establishing this process is to provide an orderly mechanism for prompt and fair resolution of disputes regarding alleged violations, misapplications, or misinterpretations of the terms of this agreement.

2. Definitions

- a. Grievance – A grievance is a claim by one or more faculty members that they have suffered injury or damage because of a misinterpretation, misapplication, or violation of a provision of this Agreement.
- b. Grievant – The faculty member or members filing a grievance. Multiple grievances filed simultaneously over a common occurrence or event may be dealt with as a joint action with each grievant signing a common grievance form.
- c. Local Representative – The grievant(s) representative shall be the person selected by the grievant to provide advice, support, consultation, and representation during the grievance process. A grievant may select as their grievance representative one of the four ECC-NEA elected officers (President, Vice President, Secretary, or Treasurer) or a grievance representative designated by ECC-NEA. No faculty member who requests the presence of such a representative may be required to discuss any formal written grievance if they request the presence of their grievance representative and the representative is not then available. The grievant may have more than one representative present at any hearing commencing at Step 3 of the Grievance Procedure described below if they so request. The area MNEA UniServ Director may attend any grievance conference with the permission of the grievant, provided that no less than two days of notice is provided to the Human Resources Director.
- d. Supervisor – The person to whom the grievant directly reports, which may be the Dean, a Coordinator, or Vice President of Academic Affairs.
- e. Working Day – A “working day” means a calendar day except a Saturday, Sunday, a scheduled holiday, or a recess observed by the College which is a designated workday for full-time faculty.

3. Steps in Grievance Process:

Formal grievances shall be presented through the following procedure:

- a. Informal Discussion
 - i. It is recommended that a potential grievant discuss issues informally with their immediate supervisor before filing a formal grievance. In any informal meeting of an investigative nature between a faculty member and an administrative representative in which the administrator is seeking information in which to impose discipline, the faculty member shall have the right to be accompanied by a grievance representative. An informal process is considered concluded after five (5) working days unless an extension of the informal process is mutually agreed upon.
 - ii. This extension should not add more than ten (10) working days to the informal process so as not to inhibit the filing of a formal grievance. The administrator must respond in writing the results of the informal portion of the process within fifteen (15) working days of the initial informal discussion.
- b. Step 1 – Supervisor Investigation of Formal Grievance

- i. Within sixty (60) working days after the event or occurrence giving rise to a grievance, or within sixty (60) working days from the date on which the faculty member should have reasonably known of its occurrence, the grievant shall present the grievance in writing to their appropriate immediate supervisor and the Human Resources Director. The writing statement of grievance shall include the following information:
 - 1. The name, rank, and position of the aggrieved party,
 - 2. A statement of facts upon which the grievance is based,
 - 3. Identification of any specific terms or provisions of this Agreement alleged to have been violated, misapplied, or misinterpreted,
 - 4. The date on which the event or occurrence first took place,
 - 5. The date of the initial submission of the formal grievance,
 - 6. Such other information which the grievant deems relevant,
 - 7. The remedy or relief requested by the grievant, and
 - 8. The grievant(s) signature(s).
 - ii. The appropriate supervisor and the Human Resources Director or designated representative, along with a designated note taker for the supervisor, shall hold a conference with the grievant and the grievant(s) ECC- NEA representative within ten (10) working days after the receipt of the grievance, shall conduct an investigation, and shall render a written decision to the grievant within ten (10) working days of the conference. If the supervisor fails to respond to the grievance within ten (10) working days, the grievance shall be considered denied and the grievant may move to Step 2 of the process in accordance with the designated timeline.
 - iii. The aggrieved party reserves the right to initiate an informal or formal grievance process in the following Fall or Spring semester if the initial event or occurrence giving rise to the grievance takes place in a time period in which fewer faculty working days remain in that contract period than specified in this process.
 - iv. Administration reserves the right to advance a grievance directly to Step 2 or Step 3 of the Appeal Process if the situation warrants.
- c. Step 2 – Appeal to the CBA Grievance Review Committee
- i. In the event the grievant is not satisfied with the decision at Step 1, they may appeal to the CBA Grievance Review Committee through the Director of Human Resources within ten (10) working days of receipt of the Step 1 findings.
 - ii. Within five (5) days after the filing of the grievance appeal, the Director of Human Resources, Vice President of Academic Affairs or designee, and ECC-

NEA designee shall jointly schedule the selection of the CBA Grievance Review Committee.

- iii. Upon selection of the CBA Grievance Review Committee, the Director of Human Resources or designee shall provide written notice to the grievant, appropriate administrator, and the selected committee members.
- iv. The membership of the CBA Grievance Review Committee shall be randomly selected from ECC-NEA members and consist of two (2) members and one (1) alternate, the Director of Human Resources or designee, and the Vice President of Academic Affairs or designee.
- v. No member of the CBA Grievance Review Committee, or designees from Human Resources or the Office of Academic Affairs may serve on the committee if they have been directly involved with or a party to matters related to the grievance before the CBA Grievance Review Committee. Each CBA Grievance Review Committee shall be appointed and serve on an ad hoc basis until the Committee has issued its decision on the grievance in question.
- vi. In the event that a committee member wishes to disqualify themselves, the alternate committee member shall serve on the committee. The grievant may also challenge a committee member, who should then recuse themselves, and the alternate committee member shall serve. The grievant may only challenge one committee member. Disqualification must occur within five (5) working days of the committee's receipt of the grievance. An alternate member must be selected by the tenth (10th) working day. No member may abstain from voting.
- vii. The CBA Grievance Review Committee will convene its first meeting within five (5) working days of the date of notification to all parties of the selection of the Grievance Review Committee. At that meeting, the Committee must elect a chairperson and secretary, and receive all documents from Step 1 from the Director of Human Resources.
- viii. A hearing of the grievance in question shall be scheduled to occur within fourteen (14) days from the date of notification to all parties of the selection of the CBA Grievance Review Committee at a mutually acceptable time at the campus where the grievant is employed.
- ix. The grievant shall have the right of representation at the hearing as described in 2.c above.
- x. The secretary of the CBA Grievance Review Committee shall ensure that an official record of the proceedings is taken in a manner agreed to by the parties. The grievant and the appropriate administrator shall each be provided a single copy of the recording if the grievance is subsequently appealed to Step 3.
- xi. The committee will review all information submitted at Step 1 and come to a consensus decision and provide reason(s) for that decision no more than ten (10)

working days from the hearing of the grievance. The decision will be a written finding of the committee sent to the grievant and the Director of Human Resources. Any committee member may include a written dissent.

- xii. If the committee requires assistance in coming to a consensus decision, it may rely upon the services of an outside mediator such as the Federal Mediation and Conciliation Service.

d. Step 3 – Appeal to the President

In the event the aggrieved party is not satisfied with the decision in Step 2, they may, within ten (10) working days of receiving the written decision in Step 2 present an appeal in writing to the President of the College. With this appeal shall be included a copy of the original grievance and the written decisions received in Steps 1 and 2. Within ten (10) working days after receipt of the appeal, the President shall hold a conference and may conduct an investigation. Participants in the conference shall include the President and/or their authorized representative, the grievant, and the grievant(s) ECC-NEA representative. The meeting may include the Vice President of Academic Affairs, the Human Resources Director or designated representative, and the appropriate immediate supervisor, and/or the MNEA UniServ Regional Director. Such meeting may also include other persons as may be requested and agreed to by the Administration and the grievant. The President or authorized representative shall render a decision, in writing, within ten (10) working days after the conference.

e. Step 4 – Appeal to the Board of Trustees

- i. In the event the grievant is not satisfied with the outcome in Step 3, they may, within ten (10) working days of receiving the written decision in Step 3, present an appeal in writing to the Board of Trustees. With this appeal shall be included a copy of the original grievance and the written decisions received in Steps 1, 2 and 3, and such other statements of information which the grievant deems relevant. The Board of Trustees shall review the grievance at a regular or special Board meeting within 35 calendar days of its receipt of the appeal unless the timeframe is extended by mutual agreement of the parties.
- ii. The Board of Trustees will take such steps to review the grievance as it deems advisable and appropriate, which may include providing the grievant with an opportunity to discuss the grievance in executive session. If the grievance is heard in executive session, the session shall include the grievant, the Board members, the College President and/or their authorized representative, and the grievant(s) ECC-NEA representative, and may include the Vice President of Academic Affairs, the appropriate immediate supervisor, the MNEA UniServ Regional Director or their authorized representative, and other persons requested and agreed to by the Administration and the grievant.
- iii. The Board and the grievant will select a time and location for such a proceeding. The Board chair or their designee shall preside over the discussion of the grievance. The Board of Trustees shall render a decision, in writing, within ten

(10) working days after the regular or special Board meeting in which the grievance was considered. The Board's decision shall be final.

- iv. The Grievance documentation will be maintained in the Human Resources office in a file separate from the grievant(s) personnel file.
- f. ECC-NEA Agreement Grievance Form: the ECC-NEA Agreement Grievance Form is available through Human Resources and on the ECC-NEA Canvas page.

ARTICLE XXXII: SHARED GOVERNANCE

Faculty representatives shall be entitled to serve on College committees such as Shared Governance Council, Policy Development/Review, Academic Council, Faculty Development, Assessment, Budget, Insurance, and Strategic Planning.

ARTICLE XXXIII: CONTRACT OVERSIGHT AND PLANNING COMMITTEE

1. A committee composed of two (2) representatives of the College and two (2) representatives of ECC-NEA will be chosen by the College President and ECC-NEA President, respectively, to oversee implementation of this Agreement, make revisions as required by any changes in law, and to plan for the next round of negotiations.
2. The committee will meet periodically to assess both parties' compliance with the provisions of the Agreement. Should either the College or ECC-NEA want to modify the Agreement during the length of the Agreement either party shall notify the other in writing. However, nothing shall compel either party to re-open the Agreement unless a provision shall be deemed unlawful.
3. The committee will meet no less than six (6) months prior to the expiration of this Agreement to plan the process for negotiating in good faith a successor Agreement. The ground rules, timeline, and protocols of the bargaining shall be agreed upon prior to the beginning of bargaining.

ARTICLE XXXIV: EMERGENCY CONDITIONS AND DISASTERS

The Board of Trustees of East Central College reserves its legal responsibility and prerogative to act in all matters as it deems necessary to serve the interests of the College and the public. The Board may alter the terms of this Agreement where, in its opinion, an emergency situation has caused the College or the community to suffer serious damage due to events such as natural disasters, acts of war or terrorism, or epidemic. In the event of a serious financial situation that could not have been anticipated at the time of the Agreement, the College shall also reconvene with the ECC-NEA representatives to discuss the situation and collaborate on possible solutions. The terms of the Agreement will be reinstated when, in the opinion of the Board, the College is able to resume normal operations and has achieved financial solvency.

ARTICLE XXXV: CONTINGENT INSTRUCTION ADJUSTMENTS

1. An Instructional Task Force consisting of Deans, Department Chairs, select faculty (representing all academic divisions), Online Learning representative, Advising representative, Academic Support representative, and other individuals as needed will convene during periods of uncertainty and change to provide input and recommendations, and inform the Office of Academic Affairs regarding instructional impact and opportunities. The Deans will serve as co-chairs and facilitators. At least one of the representatives shall be an ECC-NEA member.
2. Should an emergency situation arise during the academic year that requires instruction to be delivered in an alternate or remote format, faculty will
 - a. provide students, in writing, the change in class format.
 - b. update and post course syllabi on the learning management system.
 - c. provide alternative instruction via the learning management system (or other approved system) that meets the credit hour requirement and objectives of the faculty's established teaching load. Remote delivery may include synchronous remote learning, asynchronous remote learning, or a mix of modalities.
3. Distance/remote learning resources are available for faculty members prior to and during an emergency situation.
4. If instructional design must occur during off-contract time, Article XIII: Special Project Assignments will apply.

ARTICLE XXXVI: SAVINGS CLAUSE

1. If any term or provision of this Agreement is held by a Court of the State of Missouri or by any Federal Court to be contrary to law, then such term or provision will be deemed null and void and shall no longer be valid, to the extent required by such Court decision, and all other provisions or applications shall continue in full force and effect, subject to applicable law and the rights of the Board of Trustees.
2. If the law of the State of Missouri or any Federal law is changed while the Agreement is in effect which would alter the terms of the Agreement, the Board may refer all or portions of the Agreement back to the representatives of the College and the Association for further discussion, consideration and recommendations on the issue so that the Agreement conforms to the change in the law.

GLOSSARY OF TERMS

Term	Definition
Academic Discipline	a branch of knowledge, also referred to as academic discipline of field of study, taught and researched as part of higher education. A scholar's discipline is commonly defined by the college's faculty, learned societies, and academic journals that publish research.
Academic Freedom	a scholar's freedom to express ideas without risk of official interference or professional disadvantage
Activity Period	a set period of time set aside in order to facilitate campus activities, committee meeting times, and avoid conflicts with teaching
Agreement	a contract duly executed and legally binding
Annual Contract	an annual contract is considered probationary and may be given annually for regular full-time faculty positions
Appeal Process	an opportunity to request additional review of a decision made regarding certain processes, such as Rank and Promotion
Assessment	the systematic process of documenting and using empirical data on students' knowledge, skill, attitudes, and beliefs to refine programs and improve student learning
Assistant Professor	the first level of rank awarded to faculty after a minimum of five years full-time college teaching experience, having achieved tenure status, and with documentation of successful professional growth and overall performance
Associate Professor	the second level of rank awarded to faculty after a minimum of eight years full-time college teaching experience, three years at Assistant Professor rank, and with documentation of successful professional growth and overall performance
Attendance Record	record of student class attendance taken daily by faculty and reported through the College attendance tracking system
Bargaining Unit	in labor relations, a group of employees with a clear and identifiable community of interests who are (under U.S. law) represented by a single labor union in collective bargaining and other dealings with management
Bargaining Unit Member	an individual within a bargaining unit
Base Load	see "Contractual Load"
Base Salary	the academic year earnings that do not include additional stipends, overload pay, special project compensation, or pay for any other duties beyond the base

Term	Definition
Board of Trustees	the governing body of the East Central College that is elected by the College Constituents. Trustee responsibilities include making legal and fiduciary decisions; approving the organization's mission, strategic goals, and objectives; and establishing policies related to membership, programs, and services.
Board Policy	any standard, statement, or procedure of general applicability adopted by the Board of Trustees pursuant to authority delegated by law or the Board of Governors.
Career and Technical Faculty	Faculty that primarily instruct in an AAS or certificate program and are responsible for the management of curriculum and programmatic instruction in those disciplines.
Collective Bargaining	the authorized process of negotiating wages and other conditions of employment by an organized body of employees
Collective Bargaining Agreement (CBA)	an agreement that results from collective bargaining between the between the authorized representatives of the College and the authorized representatives of ECC-NEA, covering salaries, benefits, and working conditions for the faculty bargaining unit.
College	East Central College, Union, Missouri.
College Committee	academic or advisory Committee formed by the Vice President of Academic Affairs or another administrator. Each committee shall organize and direct its meetings toward the effective accomplishments of the responsibilities, goals, and/or charge.
College Service	all activities at the College not included in the primary assignment. Service to College includes participation in shared governance, and involvement in standing committees, hiring committees, and task force groups. However, College service is not exclusive to committee work. Of equal importance are individual efforts to improve the operation, systems, and/or faculty/staff, and student performance on an innovative, regular, and continual basis.
Committee Chair	person responsible for providing leadership for a committee, preparing agendas, ensuring record and storage of meeting minutes, collaborating, and communicating with other College entities, and participating in annual assessment of the committee's endeavors
Comprehensive Review	a formalized process that allows departments to know if they are fulfilling their operational and instructional goals by assessing departmental outcomes for accountability and improvement (f.k.a. Program Review)

Term	Definition
Continuing/Continuous Contract	see Tenure
Contract	a written agreement concerning employment that includes, but is not limited to start date, end date, total number of contract days, job title, salary, any special conditions, assignment, or terms associated with the position
Contractual Load	15 credit hours per semester or 30 credit hours per academic year
Course Assessment	course level data collection and analysis of student learning to determine the extent to which a specific course is achieving its stated learning outcomes
Credit Hour Equivalencies	the calculation of the equivalent teaching load for courses not taught in the standard lecture format or for courses in which content or pedagogy requires a different load measurement than published credit hours
Department	organizational structure that groups academic disciplines for purposes of instruction, curriculum development, assessment, and other related functions
Department Chair	a full-time tenured faculty member, appointed by the Vice President of Academic Affairs to oversee the academic department
Departmental Assessment	see Discipline/Program Assessment
Departmental Seniority	the length of time that a full-time faculty has served full-time in a specific department
Developmental Coursework	a comprehensive research-based framework that empowers underprepared learners to achieve intellectual, social, and emotional growth.
Discipline/Program Assessment	discipline/program level data collection and analysis of student learning to determine the extent to which courses within the discipline/program are achieving its stated learning outcomes. Assessment evaluates the effectiveness of department/programs in terms of measurable student outcomes and operational goals in order to identify strengths and weaknesses and prompt changes for improvement based on assessment results.

Term	Definition
ECC-NEA	East Central College chapter of the National Education Association, a labor union and professional interest group in the United States
Eligibility	minimum standards that must be met to qualify for certain faculty related working conditions (i.e., Rank and Promotion, Sabbatical Leave)
Employee	part-time and full-time members of the faculty, staff, all other agents, and employees
Equity	assurance that faculty members receive what they need to be successful through intentional design
Face-to-Face course	a class taught in a physical location on the College campus or designated location
Faculty Development Plan	an annual plan that reflects upon instruction, service, and professional development to identify, through self-assessment and discussion, areas of strengths and opportunities and to develop a plan for instructional/program improvement. The faculty development plan is completed as a component of the faculty evaluation process or as an independent document if the faculty member is tenured and is not having the faculty evaluation completed in that academic year.
Faculty Evaluation See also Performance Review	useful and substantive assessment of performance; recognition, and acknowledgement of good performance; and commitment to providing faculty the necessary resources to advance teaching and learning, participate in professional growth, develop leadership skills, and further scholarship in their discipline (a.k.a. Performance Review)
Faculty Exception for Online Course Request Form	form submitted to the appropriate academic dean by September 15 for the upcoming spring semester and February 15 for the upcoming fall semester for any request to modify the percentage of face-to-face and online courses
Faculty Honorarium	additional funding a faculty member can accrue by participating in development activities such as presenting at regional or national conference, publishing, performing, or displaying original artwork, leading internal workshops, or College Special Projects. Funds go directly into the faculty's Individual Professional Development account.
Faculty Honorarium Form	the form that must be completed and submitted to the Office of Academic Affairs in order earn additional development funds for participating in particular professional activities

Term	Definition
Faculty Professional Development Fund (FPDF)	source of funding provided by the College for the expressed purpose of supporting faculty professional development. The FPDF is available for use to travel to conferences, workshops, meetings, or to fund other approved development activities.
Faculty Qualifications	academic and experiential credentials defined in job descriptions that follow guidelines and requirements of HLC, program accreditors, and upon which assignment of teaching is made
Faculty Seniority	years of full-time faculty service to a specific department/discipline.
Financial Exigency	an imminent financial crisis that threatens the viability of an agency, institution, office, or department as a whole, or one or more of its programs, including a discipline, or specialty within a discipline
Grievance	a claim by one or more faculty members that they have suffered injury or damage because of a misinterpretation, misapplication, or violation of a provision of this Agreement
Grievant	the faculty member or members filing a grievance. Multiple grievances filed simultaneously over a common occurrence or event may be dealt with as a joint action with each grievant signing a common grievance form.
Higher Learning Commission	an organization, also known as the HLC, responsible for accrediting colleges in the United States. It is one of just a handful of organizations that operates with approval from the United States Department of Education.
Individual Professional Development Accounts (22 account)	a College held account in which each faculty may accrue up to \$2,500 to be used for professional development. a.k.a. faculty 22-account
In-Service	beginning of semester activities specifically designed for faculty to enhance teaching, support professional development, and allow for course planning
Institutional Seniority	the length of time that a full-time faculty has been full-time at the college
Instructor	faculty rank at hire
Intellectual Property	a work or invention that is the result of creativity, such as a manuscript or a design, to which one has rights and for which one may apply for a patent, copyright, trademark, etc.

Term	Definition
Interest Based Bargaining	an approach to collective bargaining that promotes collaboration and seeking shared interests to maintain a mutually respectful working environment
Intersession	a short term in which sixteen weeks of course material is covered in three or six weeks of intensive study
Inventions	all devices, discoveries, processes, methods, uses, products, or combinations, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented
Limited Term Contract	employment contract for those employees who are appointed to perform a grouping of duties and responsibilities on a non-project basis. Limited term positions are temporary in nature and the conditions for these appointments do not provide for attainment of permanent status.
Local Representative	the person selected by the grievant to provide advice, support, consultation, and representation during the grievance process. A grievant may select one of the four ECC-NEA elected officers (President, Vice President, Secretary, or Treasurer) or a grievance representative designated by ECC-NEA. (See Grievance; See Grievant)
Low Enrollment Courses	courses that fall under the standard course size (See Standard Course Size)
Memorandum of Understanding	a nonbinding agreement between two or more parties outlining the terms and details of an understanding, including each parties' requirements and responsibilities
Missouri Open Records Law	"the public policy of this state that meetings, records, votes, actions, and deliberations of public governmental bodies be open to the public unless otherwise provided by law."
MOU	See Memorandum of Understanding
New Faculty	a faculty member during the first full year of employment at ECC as a full-time instructor, regardless of previous experience
Non-Teaching Duties	those duties performed by a full-time faculty that are not directly related to student instruction
Normal Teaching Load	see "Contractual Load"

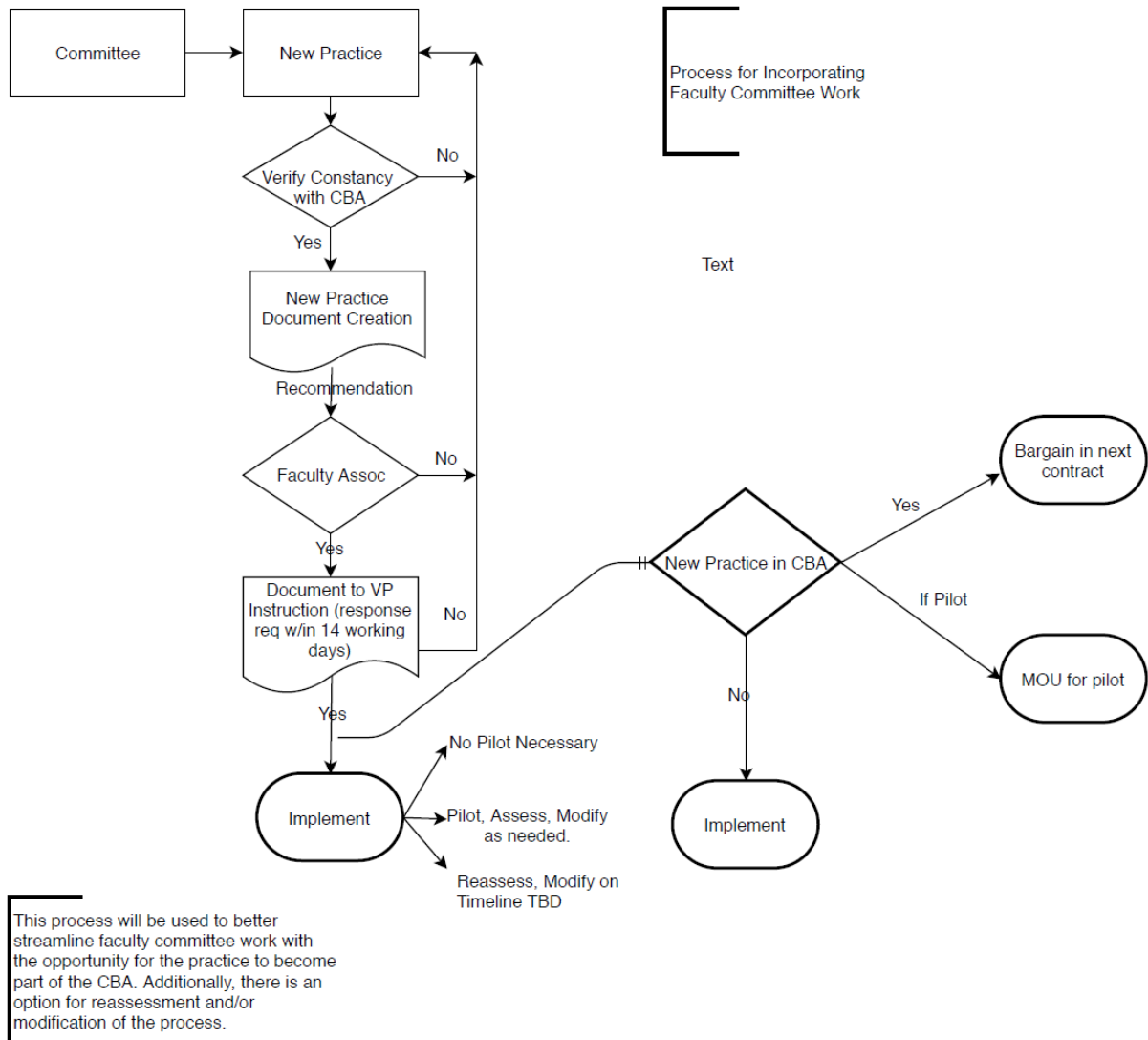
Term	Definition
Off-Contract Work	institutional-wide required work such as participating in hiring committees, institutional standing committees whose charge/mission requires faculty input and work during off-contract time periods including, but not limited to summer and winter session. Compensation for off-contract work will be based on time commitments.
Office Hours	the specific times faculty are physically in their offices or other approved location to be available to students
Online Course	a course taught through the College's LMS. Certain limitations apply to the number of online courses that make up a faculty's contractual load
Online Intellectual Property	intellectual property created by a faculty member for an online course
Other Duty Work	duties or services performed on behalf of the College/Department/Division that is outside the scope of the faculty contract and/or job description. (a.k.a. Extra Duty Work)
Overload	credit hours taught above the contractual credit hours per semester. Overload hours are paid on a specified scale and are susceptible to certain limitations
Peer Faculty Reflection	a component of the Rank and Promotion process in which a peer reflects on a faculty's growth and strengths and provides suggestions for future improvements
Peer to Peer Request for Online Intellectual Property Form	form to request permission to view or use intellectual property created by a faculty colleague submit to that colleague. Upon completion, the form is forwarded to the appropriate Dean and the Director of Online Learning and Educational Technology for notification
Performance Review	see Faculty Evaluation
Portfolio	a professional dossier created over the first five years of faculty employment that provided evidence of maturation as a quality educator. The portfolio is evaluated for advancement to tenure and for rank and promotion.
Post Sabbatical Presentation	a formal presentation on the Sabbatical Leave educational and professional impact made in an appropriate departmental or college-wide venue. The presentation may be in the form of a workshop or seminar and must be completed by the end of the return semester.

Term	Definition
Post Sabbatical Report	a substantiative reflection on the Sabbatical Leave educational and professional impact of leave and be submitted within one month of return
Primary Discipline	instructional academic discipline a faculty is assigned at hire
Professional Development	a wide variety of specialized training, formal education, or advanced professional learning intended to help administrators, faculty, and other educators improve their professional knowledge, competence, skill, and effectiveness
Professor	the third and final level of rank awarded to faculty after a minimum of eleven full-time years teaching/three years at Associate Professor rank. To earn rank of professor a faculty must have an earned doctorate or recognized terminal degree with documentation of continual excellence in teaching effectiveness, significant contribution to the College, demonstrated commitment to College and community, and professional recognition among their peers and professional organizations.
Rank and Promotion	a professional development program for faculty at the College. Rank and Promotion encourages personal and professional growth within an academic or career field, promotes service to the College and its students, and recognizes community service. The following ranks apply: Instructor (default rank at hire), Assistant Professor, Associate Professor, and Professor.
Reassigned Time	authorized time assigned to a faculty member to perform duties and responsibilities other than normal teaching duties without a change in pay
Reduced Load	any number of credit hours below the contractual credit hours per semester as it applies to Variable Load, reassigned time, or other special circumstances
Reduction in Force	a separation from employment due to lack of funds, lack of work, redesign or elimination of position(s) or reorganization, with no likelihood or expectation that the employee will be recalled because the position itself is eliminated
Regular Full-time Faculty	faculty members on faculty contract who do not supervise other full-time faculty
Sabbatical Leave	a paid leave of absence to full-time faculty members to permit them to renew and update qualifications, improve skills, engage in creative or scholarly pursuits, improve teaching and learning, or engage in service opportunities in ways that ultimately enhance learning at the College

Term	Definition
Savings Clause	a provision in a statute or contract that if any clause is determined to be unenforceable, the remainder of the statute or contract will remain intact and enforceable
Secondary Discipline	an instructional discipline in which a faculty member is qualified to teach as defined by Article VI: Faculty Qualifications. This area is in addition to the primary discipline.
Seniority Rotation Roster	a rotation list based upon the length of time that a faculty has served in a specific discipline
Sequential Coursework	a sequence of courses that build upon each other
Shared Governance	a responsibility for institutional decisions shared among governing boards, district administrators, and faculty, with joint recognition and respect for the participation of staff and students
Special Project Assignments	a project outside the scope of the faculty member's contract and/or job description, performed outside of normal work responsibilities, and created to promote opportunities for faculty to serve the College and be recognized and valued for the extra work they do
Special Projects Request Form	written requests for special projects submitted to the Department Chair by October 1 for the following spring and February 1 for the following fall. Exceptions may be made in the case of projects that may be time-sensitive and fall outside these parameters
Standard Course Size	the number of students a course will hold as determined by faculty in the discipline and the Credit Hour Equivalency Committee
Student Works	intellectual property produced through individual initiative as part of a student's coursework that ordinarily belongs to the student. This includes papers, artistic and musical works, and other creative works made by students in the instructional process. Ownership of student works made during employment or internship at the College shall be assigned to the College.
Students	any person officially enrolled in one or more classes or activities offered by the College
Supervisor	the person to whom faculty directly report, which may be the Department Chair, Dean, Coordinator, or Vice President of Academic Affairs
Tenure	an employment recommendation for a faculty member under annual contract after the employee has been employed full-time as faculty in the same discipline, or a secondary discipline as approved by the College, for a total of five years and successful submission of an employment portfolio

Term	Definition
Transfer Coursework	credit granted to a student for educational experiences or courses undertaken at another institution
Unpaid FMLA Leave	leave provided through the Family and Medical Leave Act (FMLA), a federal law that guarantees certain employees up to 12 workweeks of unpaid leave each year with no threat of job loss
Variable Workload	variations in a faculty's course load that is mutually agreed upon, can be varied based on a number of factors, but still maintains an academic year load of 30 credit hours
Variable Workload Request Form	written requests explaining the reason for anticipated variable workload submitted to the Department Chair/Program Coordinator by October 15 for the following spring and February 15 for the following fall
Work-for-Hire	copyrightable intellectual property, which is deliverable to the College, prepared by an employee within the scope of their employment, or produced as a result of a commission or agreement between the College and an employee, student, or volunteer
Working Day	a calendar day except Saturday, Sunday, a scheduled holiday, or a recess observed by the College which is a designated workday for full-time faculty

APPENDIX A: COMMITTEE WORK AND IMPLEMENTATION PROCESS



APPENDIX B: VARIABLE WORKLOAD REQUEST FORM

Written requests explaining the reason for anticipated variable load shall be submitted to the Department Chair/Program Coordinator by **October 15** for the following spring and **February 15** for the following fall.

Name _____ Date _____

Department _____ Budget # _____

Semester for Variable Load _____ Number of requested CH _____

Briefly describe the purpose for variable load:

Identify mutually agreed upon plan for making up reduced load:

Select one option:

_____ Make up a reduced load in the fall by teaching additional courses in the same academic year without additional compensation.

_____ Make up a reduced load for spring semester by teaching during the following summer semester without additional compensation.

_____ Teach more than the regular semester load during the prior fall semester of the same academic year without additional compensation.

_____ Take on additional duties or projects during an immediately preceding or immediately following semester without additional compensation.

_____ Other option as mutually agreed upon by faculty and administration. Describe option:

We certify that the above information is accurate and verify that both faculty and administration have discussed the purpose of the variable load and the option for making up the credit hours.

Signatures:

Faculty Date

Department Chair/Coordinator Date

Academic Dean Date

Vice President of Academic Affairs Date

Approved yes no Reason: _____

Approved yes no Reason: _____

APPENDIX C: SPECIAL PROJECT REQUEST FORM

Special Project Request Form

Written requests for special projects shall be submitted to the Department Chair by **October 1** for the following spring and **February 1** for the following fall. Exceptions may be made in the case of projects that may be time-sensitive and fall outside these parameters. See Article XIII: Special Project Assignments.

Name _____ Date _____

Department _____ Budget # _____

Semester for Special Project _____ Requested Compensation _____

Briefly describe the proposed Special Project:

Identify mutually agreed upon plan, which will be accompanied by a Memorandum of Understanding (MOU):

Select one option:

_____ Reassigned Time

_____ Stipend

_____ Variable Load

_____ Other option as mutually agreed upon by faculty and administration. Describe option:

Faculty will be notified of the status of their Special Project proposal within a reasonable timeline. Upon acceptance or denial, faculty will receive notification with rationale.

Faculty Date

Department Chair/Coordinator Date

Academic Dean Date

Vice President of Academic Affairs Date

Approved yes no Reason: _____

Approved yes no Reason: _____

APPENDIX D: FACULTY HONORARIUM REQUEST FORM
Faculty Honorarium Request Form

Name: _____ Today's Date: _____

Department: _____ Date of Activity: _____

- Presenting at a regional or national conference: \$150 (limit \$300 per academic year)
- Organizing or hosting a regional or national conference: \$150 (limit \$300 per academic year)
- Publishing, performing, or displaying original work at professional recognized, juried, regional, or national venues: \$100 (limit \$200 per academic year)
- Leading designated workshops, trainings, or speaking engagements: \$50 - \$100 (limit \$200 per academic year) \$ _____
- Serving as an officer or leadership role for a regional or national discipline specific professional organization: \$50-\$100 (limit \$100 per academic year) \$ _____
- Special Projects approved by the Vice President of Academic Affairs in accordance with Article XI: Special Project Assignments. Activities assigned to a current MOU are not eligible for this Special Projects provision.
- For informational purposes only. Please add to the Faculty Professional Development database.

Activity Name: _____

Activity Location: _____

Activity Description: _____

Please attach supporting documentation, e.g., activity/conference program/agenda, link to publication, Special Project approval form, etc.

Signatures:

Faculty

Date

Vice President of Academic Affairs

Date

APPENDIX E: FACULTY EXCEPTION FOR ONLINE COURSE REQUEST FORM

Pursuant to the ECC-NEA CBA, Article XII.1.b.: Faculty Workload, a faculty member’s base load shall consist of at least fifty (50) percent face-to-face credit hours per semester (with hybrid courses counting as ½ face-to-face). This form should be submitted to the appropriate academic dean by **September 15** for the upcoming spring semester and **February 15** for the upcoming fall semester. A written response, via email, of approval or denial will be given within 10 business days of the submittal.

Name: _____

Today’s Date: _____

Department: _____

Semester for Request: _____

Credit Hours Face-to-Face: _____

Credit Hours Online: _____

Rationale:

Signatures:

Faculty

Date

Academic Dean Date

Vice President of Academic Affairs Date

Approved yes no

Approved yes no

If no, list reason: _____

If no, list reason: _____

APPENDIX F: PEER TO PEER REQUEST FOR ONLINE INTELLECTUAL PROPERTY

Pursuant to Article XXIV: Ownership and Equity, any adjunct or full-time faculty requesting permission to view or use online intellectual property created by a faculty colleague should submit this form to that colleague. Upon completion, the form will be forwarded to the appropriate Dean and the Director of Online Learning and Educational Technology for notification.

Requesting Faculty Name: _____ Today's Date: _____

Department: _____ Course: _____

Online Intellectual Property Requested:

Peer Response:

- I am willing to share online intellectual property requested with this faculty colleague.
- I am willing to share only the online intellectual property listed below:

I am not willing to share any online intellectual property. Rationale (optional):

Signatures:

Faculty Requesting Content Date

Owner of Course Content Date

Academic Dean (informational only) Date

Online Learning & Ed Tech Director (informational only) Date

APPENDIX G: COURSE CAPACITY PROCESS AND RECOMMENDATION FORM

1. A master list of all current course capacities will be housed in the Office of Academic Affairs, who will compare and update last year's list to the current list, modify the sheet for the Academic Deans (reflecting any changes approved by Academic Council the previous academic year), and upload to Teams by October 1.
2. Academic Deans will review the list and distribute to the appropriate Department Chairs/ Coordinators and share the list with faculty in their areas.
3. Faculty will review course capacities at their October departmental meeting with discussion reflected in the meeting minutes. The review should be inclusive of appropriate adjunct faculty, especially in courses exclusively taught by adjunct faculty.
 - a. If no change, communicate in writing to the appropriate Academic Dean the list of courses not changing capacity.
 - b. If a change is recommended, complete the *Course Capacity Recommendation* form, and submit to the appropriate Academic Dean. Each course with a recommended capacity change should be submitted on a separate *Course Capacity Recommendation* form with supporting documentation to the appropriate Academic Dean by the end of the third week of October.
4. For courses with no capacity changes, the Academic Dean will notify the Office of Academic Affairs no later than November 1st.
5. For recommended course capacity changes,
 - a. if recommended course capacity is agreeable by the Academic Dean, the form will be signed and *Agreeable* will be selected. The Dean will notify the Office of Academic Affairs of the capacity changes and forward the form and supporting documentation.
 - b. if recommended course capacity is not agreeable, the Academic Dean will work with the appropriate Department Chair/Coordinator to reach an agreed upon capacity, notify the Office of Academic Affairs, and forward supporting documentation. If an agreeable capacity cannot be reached, the capacity and supporting documentation will be presented at Curriculum Council's November meeting for review and determination. The Academic Dean will notify the Office of Academic Affairs of the council's recommended capacity and forward all documentation.
6. Office of Academic Affairs will create a memo for the November Academic Council meeting. The memo will address the capacity changes and include a list of all course capacities.
7. Upon approval by Academic Council, the Office of Academic Affairs will update the current list of course capacities.

Course Capacity Process and Recommendation Form

Complete only if there is a recommended change in the course capacity. Each course should be submitted on a separate course capacity recommendation form with supporting documentation to the appropriate Academic Dean by the end of the third week of October.

Course Name _____ Course Number _____

Department _____

Reviewing Member(s): _____

Current Course Capacity _____ Recommended Course Capacity _____

Provide a detailed rationale with supporting documentation for determining recommended course capacity. Rationales can include, but are not limited to, any current accreditation requirements/recommendations, current documented best practices in discipline, course capacities of correlated course from at least three comparable higher education public institutions in the state, or appropriate equipment to student ratio (as recommended by the instructor).

Will modality impact the recommended course capacity? Yes No

Provide a detailed rational with supporting documentation for the impact on modality.

Department Chair/Coordinator Signature _____ Date _____

Academic Dean Signature _____ Date _____

Agreeable Reconsideration requested with proposed course capacity: _____

If a reconsideration is requested, indicate below if the proposed course capacity is agreeable.

Agreeable Not Agreeable

Department Chair/Coordinator Signature _____ Date _____

