



HARRIS-STOWE STATE UNIVERSITY

Faculty Personnel Policies and Procedures Manual

Spring 2010 Edition

PREAMBLE

The Faculty Personnel Policies and Procedures Manual of Harris-Stowe State University was prepared through a collaboration of the faculty, the administration and the attorney of the University.

The purpose of The Faculty Personnel Policies and Procedures Manual is to serve as a written guide for the faculty of the University in their delivery of instruction and academic services, and for the administration in the exercise of its oversight responsibilities. These guidelines were written while adhering to the philosophy and principles of academic freedom and the spirit of collegiality.

The Faculty Personnel Policies and Procedures Manual has been developed according to general norms of academe, and does not provide for every possible contingency. It is not intended to abrogate or waive any rights or privileges guaranteed by federal, state or municipal laws.

Please note the following:

In the event of any conflict or inconsistency between the provisions of the Faculty Manual and the laws of the State of Missouri and/or the laws of the United States of America, as may hereafter be amended from time to time, the laws of the State of Missouri and/or the laws of the United States of America shall supersede this manual.

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HARRIS-STOWE  STATE UNIVERSITY

OFFICE OF THE PRESIDENT

Dear Faculty Member,

No institution, agency, company, or school is better than the sum total of the quality of its employees. If employee quality is good, the institution and all that it produces will also be good. The primary factor behind employee quality is good, desirable and **CONSISTENT COMMUNICATION** between those whose job it is to direct and manage the institution and its programs and those whose primary task it is to carry out these programs and produce the goods or services for which the institution was created.

As a member of the faculty of Harris-Stowe State University, you are a part of an important **TEAM** consisting of the Board of Regents, University Administration, the Faculty and the Support Staff all of whom share responsibility for providing high quality educational programs to our students. This manual has been developed to help you as a faculty member of the University to become familiar with the policies, regulations and procedures that govern your employment at Harris-Stowe State University. In addition, it will help you to better understand your general duties and responsibilities and will acquaint you with the many privileges, opportunities and benefits provided by the University.

It is my sincere hope that all faculty/instructional employees -- the employee group for which this document is intended -- will understand clearly this main purpose and regard the information presented in this document in a positive vein as a set of constructive guidelines which have been designed to clarify the conditions, expectations, benefits and opportunities available to the University's instructional employees.

If additional clarification or assistance is needed in the understanding of the provisions set forth in this Manual, it is my hope that the faculty will consult with the Office of Human Resources. We are very proud of all the employees of this University, just as we are very proud of the University itself, and will do all within our power as administrators to see to it that each employee has every opportunity to do his or her best in the job or position to which he or she has been assigned.

Sincerely,

Henry Givens, Jr.
President

HISTORY

Harris-Stowe State University traces its origin back to 1857 when it was founded by the St. Louis Public Schools as a normal school and thus became the first public teacher education institution west of the Mississippi River and the 12th such institution in the United States. The earliest predecessor of Harris-Stowe State University was a normal school established for white students only by the Public School System of the city of St. Louis. This school was later named Harris Teachers College in honor of William Torrey Harris who had been a Superintendent of Instruction in the St. Louis Public Schools and also a United States Commissioner of Education.

The university began offering in-service education for St. Louis white teachers as early as 1906. In 1920, Harris Teachers College became a four-year undergraduate institution authorized to grant a Bachelor of Arts in Education Degree. In 1924, the college received accreditation from the North Central Association of Colleges and Schools. Accreditation from other agencies followed, including accreditation by the American Association of Colleges for Teacher Education and the National Council for the Accreditation of Teacher Education.

A second predecessor institution was Stowe Teachers College, which began in 1890 as a normal school for future black teachers of elementary schools in the city of St. Louis. This normal school was also founded by the St. Louis Public School System and was an extension of Sumner High School. In 1924, the Sumner Normal School became a four-year institution with authority to grant the baccalaureate degree. In 1929, its name was changed to Stowe Teachers College, in honor of the abolitionist and novelist Harriet Beecher Stowe. These two teacher education institutions were merged by the Board of Education of the St. Louis Public Schools in 1954 as the first of several steps to integrate the public schools of St. Louis. The merged institution retained the name Harris Teachers College.

Later, in response to the many requests from alumni of Stowe Teachers College and members of the Greater St. Louis community, the Board of Education agreed to restore to the college's name the word "Stowe" and to drop the word "teachers." In 1979, the General Assembly of the State of Missouri enacted Senate Bill 703 under which Harris-Stowe College became the newest member of the State system of public higher education. The institution's name was again changed by the addition of the word "State" and became officially known as Harris-Stowe State College. In addition to the name change, the university's baccalaureate degree was changed to Bachelor of Science in Education. In compliance with the new state standards and teacher certification requirements, the university's teacher education curriculum was modified and three separate teacher education majors were approved: early childhood education, elementary school education and middle school/high school education.

In 1981, the university received state approval for a new degree program — the Bachelor of Science in Urban Education. This program is the only one of its kind at the undergraduate level in the United States and is designed to prepare non-teaching urban education specialists who will be effective in solving the many urban-related problems facing today's urban schools. In 1993, the State Governor signed into law Senate Bill 153, which authorized the university to expand its mission in order to address unmet needs of metropolitan St. Louis in various applied professional disciplines. In response to that authority, Harris-Stowe developed two new baccalaureate degree programs:

1. Business Administration, with professional options in Accounting, Management Information Systems, General Business and Marketing.

2. Secondary Teacher Education, with subject-matter options in Biology, English, Mathematics and Social Studies.

Finally, on August 25, 2005, by mandate of the State of Missouri, Harris-Stowe State College obtained university status. Today the university hosts collaborative graduate degree programs with Maryville University, the University of Missouri-St. Louis and Webster University. The university continues to expand, adding new campuses and buildings as part of its 21st-century initiative to offer opportunities for both undergraduate and graduate students seeking a variety of degrees.

Thus, from its beginnings as two normal schools in the mid and late 19th century to its present status as a state institution of public higher education, Harris-Stowe State University and its predecessor institutions have always been in the forefront of teacher education. Now, with its mission expanded to include other professional disciplines, the university will provide greatly-needed additional opportunities to metropolitan St. Louisians in other important fields of endeavor. The university will continue its quest for excellence in all of its offerings and strive even more to meet the complex and demanding challenge of preparing students for effective roles in this region's various professions.

ORGANIZATION AND PHILOSOPHY

Legal Status and Definitions

Harris-Stowe State University is a nonprofit state university governed by the laws of the state of Missouri and the United States federal government.

The phrase “Harris-Stowe State University” shall refer to the institution, in all of its persons, property and relationships wherever situated, owned, operated, controlled, managed or otherwise regulated under the supervision or direction of the Board of Regents of Harris-Stowe State University.

The phrase “Regents of Harris-Stowe State University” shall refer to the Governing Board of Harris-Stowe State University as established by the Revised Statutes of Missouri.

Accreditations and Affiliations

Harris-Stowe State University is accredited by the Higher Learning Commission, which is the major accreditation agency for this region. The Teacher Education Program is fully accredited by the National Council for Accreditation of Teacher Education (NCATE) and the Missouri Department of Elementary and Secondary Education (DESE). The University is also a member of the American Association of Colleges for Teacher Education. The Business Administration Program is accredited by the International Assembly of Collegiate Business Education (IACBE) and the Association of Collegiate Business Schools (ACBSP).

Major affiliations of the University include membership in the Association for Continuing Higher Education, Association of American Colleges and Universities, Association of Governing Boards of Universities and Colleges, National Association of Intercollegiate Athletics, National Association for Equal Opportunity in Education (NAFEO), American National Association of Collegiate Registrars and Admissions Officers, and the National Association of Student Personnel Administrators.

Governance

The Board of Regents defines governance as essentially those processes and related activities that have primarily to do with (1) policymaking and (2) the monitoring of the major operation of the institution in its endeavors to accomplish its state-mandated mission and purpose.

The governing board of the University seeks input from all possible sources in its policy-making endeavors and significantly involves the top administrative officers of the institution in its monitoring activities.

The involvement of representatives from all institutional constituencies in the decision-making process in relationship to the faculty means that input is sought through an established governance process and is given every consideration as administrative decisions are made. Faculty members have the opportunity, individually or as a group, to propose new policies, programs and courses through the Presentation of Academic/Policy Proposals procedure outlined in this manual.

Institutional Philosophy

Harris-Stowe State University operates, as did all of its predecessor institutions before it, with the assumption that all people can and should have the opportunity to acquire a quality education. The University is therefore deeply committed to providing the most **affordable, accessible and diverse** educational experience in the region. Harris-Stowe holds fast to its belief that each individual has the potential to achieve high degrees of excellence and deserves the opportunity to bring this potential to fruition so that he/she can reasonably serve others, achieve personal and professional goals and remain loyal to his/her convictions and principles.

Harris-Stowe State University is firmly convinced that choice is basic to self-actualization. Each student is, therefore, encouraged to define his/her own goals, to acquire the knowledge and skills which will make possible the conditions of life which the student believes are important and to develop a strong system of morals and values. The University believes that the proper role of an institution of higher learning is primarily that of providing many varied opportunities for in-depth learning. Through such experiences, the individual can develop a keen sense of his/her own responsibility for acquiring skill in both marshalling and utilizing resources and in processing information, leading to rational and constructive problem-solving – all towards the improvement of the quality of life for self and for others.

Mission Statement

Harris-Stowe State University's primary mission, as set forth in Senate Bill 153, is to address the higher education needs of the metropolitan St. Louis region. Toward the fulfillment of this mandate, the University offers the following academic opportunities: (1) a solid General Education curriculum which serves as the foundation for the University's various baccalaureate degree programs in the three broad professional areas, (2) baccalaureate degree programs in (a) Business Administration, (b) Teacher Education and (c) Urban Specializations.

In addition, the University is thoroughly committed to meeting to the greatest extent possible the needs of a student population that is diverse in age, culture, ethnicity and experiential backgrounds. In short, Harris-Stowe State University is strongly committed to providing a high-quality higher education experience that is both affordable and accessible to the diverse populations within and beyond the metropolitan St. Louis region. The University seeks to accomplish this overarching goal through an extensive academic support program, a college-preparatory academy for urban youth, supervision of student progress and through many community outreach and collaborative partnerships with businesses, government and educational institutions.

Underlying this commitment to a high-quality education is the University's emphasis on professional growth and personal development that is essential for an educated person entering a professional field.

In pursuit of its mission, Harris-Stowe State University offers a variety of programs and services that include, but are not limited to:

1. Recruiting a diverse population of interested and qualified students, faculty and staff.

2. Supporting student development through academic support services, extracurricular activities, student government, cultural and community involvement, professional organizations and honor societies.
3. Enhancing the quality and effectiveness of the student's learning environment through a variety of innovative and creative instructional techniques and delivery systems involving modern technology and through day, evening and Saturday courses, which accommodate the students' varying educational and scheduling needs.
4. Offering a broad and solid general education curriculum that serves as the foundation for professional studies and lifelong learning while accommodating transfer students.
5. Offering educational experiences that emphasize excellence in all areas and promote the development of effective communication skills, interpersonal growth, critical thinking, workplace readiness and an understanding of and appreciation for diversity.
6. Participating in educational and collaborative partnerships and outreach programs with business, government and other educational institutions, including K-12 and higher education.
7. Providing a diverse range of cultural and educational services to the urban community, including in-service educational opportunities for professional growth and development of teachers, educators and other professionals.

Conducting ongoing institutional assessment and modifying institutional operations, accordingly.

University President

The President is the chief executive officer of the University and is responsible for the general supervision of the University and all University personnel. The President is responsible to the Board for the execution of the policies, rules and regulations and directives given by the Board. In both internal and external affairs, the President shall be the primary representative and spokesperson for the University to the public. In the internal operation of the University, the President is expected to exercise leadership and direction in the management of the University while maintaining effective working relationships with faculty, students, staff, administrators and the internal governance units.

The President is the principal administrative officer of the University and has general supervision of all operations and programs. The Board delegates to the President the authority to recommend all faculty employees. The President shall carry out all rules, regulations, orders, directives and policies established by the Board and shall perform all other duties necessary or appropriate to the administration of the University. The Board hereby delegates to the President/designee the authority to make hiring decisions subject to Board review, action and approval. The essence of the relationship between the Board and the President shall be one of full and mutual confidence, completely open communication and close consultation. If the President fails or refuses to implement or enforce a policy, rule or regulation which has been adopted by the Board, the President will promptly inform the Board in writing of the reasons for such failure or refusal.

EQUAL OPPORTUNITY POLICY

Commitment

The University is committed to providing equal opportunity in all areas of recruiting, hiring, retention, promotion and contracted service. The University further commits itself to the policy that there shall be no unlawful discrimination against any person because of race, color, religion, disability, age, gender, national origin, sexual orientation, marital status or veteran's status.

The University's equal opportunity policy extends to prohibitions against harassment of students or employees because of the individual's race, color, religion, disability, age, gender, national origin, sexual orientation, marital status or veteran's status. This prohibition against harassment includes, but is not limited to, disparaging comments, written material, physical assaults, verbal threats, and offensive pranks. Employees who believe that they have been harassed in violation of this policy should report the alleged harassment to the Human Resources Director or to their immediate supervisor unless this person is the alleged harasser. Students who believe they have been harassed in violation of this policy should report the alleged harassment to the Vice President for Academic Affairs or his or her designee. All complaints of violation of this policy will be promptly investigated and appropriate action will be taken.

Civil Rights, Title IX, Section 504

The University assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving federal financial assistance.
3. Title IX of the Education Amendments of 1972 (Title IX), as amended, 20 U.S.C. 1681 et seq. (the Patsy T. Mink Equal Opportunity in Education Act), which prohibits discrimination on the basis of sex in educational programs and activities receiving federal financial assistance. The provisions of Title IX apply to students with regard to educational opportunities and freedom from harassment, employees with regard to employment opportunities and freedom from harassment and to individuals with whom the University does business.
4. The Age Discrimination Act of 1975, as amended 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities.
5. All regulations, guidelines and standards lawfully adopted under the above statutes by the United States Department of Education.

The University shall appoint an administrator(s) to assure compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972 and the Age Discrimination Act of 1975. The University may designate

one employee to serve as both the Title IX and Section 504 Coordinator. In that case, that individual must assume the responsibilities of both coordinators.

It is the policy of the University to process all grievances in a fair and expeditious manner, with the intent of resolving them in a mutually agreeable manner. This manual provides mechanisms for the resolution of grievances/complaints by, employees, patrons and/or students relating to discrimination Under Section 504 and Title IX.

Equal Employment Opportunity/Affirmative Action Commitment

It is the official and declared policy of Harris-Stowe State University to provide equal employment opportunity to all employees and applicants for employment in accordance with all applicable laws, directives and regulations of federal, state and local governmental bodies and agencies. Pursuant to this policy, the University is committed to the following policies:

1. The University will recruit, hire, train and promote qualified persons in all jobs without regard to race, color, religion, sex, sexual orientation, perceived sexual orientation, national origin, age, disability, marital or veteran status.
2. The University will base its employment decisions on the principle of equal opportunity.
3. The University will affirm that promotion decisions are to be made following principles of equal opportunity and will impose only valid requirements for promotional opportunities.
4. The University affirms that all personnel actions such as compensation benefits, transfers, layoffs and returns from layoffs, recreational programs and separations will be administered without regard to race, color, religion, sex, sexual orientation, perceived sexual orientation, national origin, age, disability, marital or veteran status.
5. The University will, as part of its evaluation of the performance of all academic, administrative and supervisory personnel, consider their involvement in carrying out the University's equal employment objectives.
6. The University will maintain an educational and employment environment that is free from harassment based upon race, color, religion, sex, sexual orientation, perceived sexual orientation, national origin, age, disability, marital or veteran status.

DISABILITY POLICY

Americans with Disabilities Act

Harris-Stowe State University does not discriminate in the admission or treatment of students or employees on the basis of disability. The University is committed to compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

While ensuring the academic integrity of its programs, the University is dedicated to providing the reasonable accommodations needed to ensure equal access to educational and employment opportunities for individuals with verified disabilities.

The Academic Support Center, supplemented by TRIO, including Student Support Services, is responsible for the coordination of services to students with disabilities as defined by Section 504 of the Rehabilitation Act.

Identification

The Academic Support Center is committed to a reasonable approach in the identification of disabled students. The Academic Support Center will contact all students who voluntarily identify themselves as having a disability during the University admission or orientation process.

Faculty members who observe student learning difficulties that are indicative of a physical/learning disability may refer that student for assistance to the Academic Support Center. Students who suspect that they have a disability may contact the Academic Support Center for information regarding disabilities and referrals for a psycho-educational assessment when needed. In all cases, students who need an assessment to determine their learning disability are responsible for providing the required documentation and the cost of the assessment.

Information regarding a disability will be kept confidential unless the student signs a Release of Information Form, which requires a notarized signature.

Academic Requirements

Academic requirements that are defined by the University as essential to courses, programs of student or any related licensing or certification requirement are not regarded as discriminatory.

Eligibility

Qualified students with a disability may be required to provide documentation of their disability to receive any necessary academic notification and/or reasonable accommodations.

Learning disabled students are responsible for providing the University with documentation regarding their disability.

Based upon the specific needs of the student, reasonable accommodations and academic modifications are determined by the faculty member involved and Academic Support Center personnel.

Request for Academic Modification or Reasonable Accommodations

1. The student is responsible for contacting the Academic Support Center to review his/her concerns and develop a plan for accommodation or modification.
2. If a student feels that the accommodations or modifications which have been determined to be appropriate do not meet his/her standards, he/she has the right to petition for an appeal. The student will contact the Academic Support Center to petition for an appeal.

All actions processed under this provision will require authorization from the Office of the Vice President for Academic Affairs.

SEXUAL HARASSMENT POLICY

Nondiscrimination and Freedom from Harassment on the Basis of Sex

Title IX of the Education Amendments of 1972 provides as follows:

No person in the United States shall on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

It is the policy of the Board of Regents to maintain a learning and working environment that is free from discrimination or harassment on the basis of sex. Harris-Stowe State University does not and will not discriminate on the basis of sex in the educational programs, activities and vocational opportunities offered by the University. The provisions of Title IX extend not only to students with regard to educational opportunities and freedom from harassment, but also to employees with regard to employment opportunities and freedom from harassment and to individuals with whom the Board does business.

The Board will designate an individual to act as the Title IX compliance coordinator, and ensure that the coordinator's name, business address and telephone number, as well as the statements of nondiscrimination and harassment by the University are published to patrons, employees and students on an annual basis.

It will be the policy of the University to continually evaluate its practices and procedures to ensure fair and equitable educational and employment opportunities and freedom from harassment without regard to sex for all of its students and employees.

It is a Board policy that individuals be provided with an opportunity to present a discrimination grievance which should aid in the elimination of discriminatory acts. No person shall suffer reprisals as a result of having initiated or presented a grievance.

Definition of Sexual Harassment in Employment

Sexual harassment in employment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors and verbal or physical conduct of a sexual nature when;

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is the basis for employment decisions affecting that individual.
3. Such conduct creates an intimidating, hostile or offensive work environment.
4. Qualified employees are denied employment opportunities or benefits because the opportunities or benefits are given to another employee who submitted to an employer's sexual advances or requests for sexual favors.

Definition of Sexual Harassment Under Title IX (applies to students and employees)

Title IX forbids discrimination on the basis of sex in any educational program or activity that receives federal funds. This includes a prohibition on sexual harassment. The Office for Civil Rights of the U.S. Department of Education defines sexual harassment under Title IX as follows: “Verbal or physical conduct of a sexual nature, imposed on the basis of sex, by an employee or agent of a recipient that denies, limits, provides different, or conditions the provision of aid, benefits, services or treatment protected under Title IX.

Sexual harassment under Title IX includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual’s academic status or progress, or employment.
2. Submission to or rejection of such conduct by an individual is the basis for educational or employment decisions affecting that individual.
3. Such conduct creates an intimidating, hostile, or offensive educational or work environment.
4. Qualified students or employees are denied educational or employment opportunities or benefits because the opportunities or benefits are given to another student or employee who submitted to sexual advances or requests for sexual favors.

Sexual harassment of students by employees who otherwise come within this Policy is **absolutely prohibited** regardless of whether the conduct is “welcome”.

Examples of Sexual Harassment: Unwelcome Sexual Advances

Whether the advance is “unwelcome” is determined on a case-by-case basis. Unwelcome advances may include, but are not limited to, the following:

1. Any invitation (even subtle) intended to result in a sexual liaison.
2. Invitations to dinner or social events, when refusal results in the loss of a promotion or in other adverse employment action.
3. Propositioning an employee.

Examples of Sexual Harassment: Unwelcome Verbal Conduct of a Sexual Nature

This may include, but is not limited to, the following:

1. Sexually provocative or explicit speech.
2. Publicly expressed sexual fantasies.
3. Jokes of a sexual or crude nature.

4. Derogatory comments directed to males or females as a class (language directed toward a specific employee is more likely to be viewed as sexual harassment).
5. Demeaning comments.
6. Threats for not agreeing to submit to sexual advances.
7. Writing sexually explicit memos.

Examples of Sexual Harassment: Unwelcome Physical Conduct of a Sexual Nature

This may include, but is not limited to, the following:

1. Grabbing or twisting an individual's arm.
2. Any unwarranted touching.
3. Sexually offensive pranks.
4. Drawing sexually explicit cartoons, other drawings, or graffiti.
5. Gestures indicating sexual behavior.
6. Kissing.

Conduct Towards Students

In addition to the foregoing examples, students may experience harassment that is unique to their situation, some of which may not be immediately recognized as sexual harassment, but which may support a potential claim against the University and/or its employees if not remedied. Such harassment may include, but is not limited to, the following:

1. Unwanted sexual behavior, such as touching, oral comments, sexual name calling, spreading sexual rumors, jokes, pictures, leers, overly personal conversation, cornering or blocking a student's movement, pulling at clothes, intimate behavior between students on school premises.
2. A student in a predominately single-gender class who is subjected to sexual remarks by a teacher or students who regard the comments as joking and part of the usual class environment.
3. Interfering with a student's achievement in a predominately or historically single-gender class by hiding tools or equipment, questioning the student's ability to handle the work, or suggesting that the student is "abnormal" for enrolling in the class.
4. Purposely limiting or denying students access to educational resources because of their gender.
5. Teasing a student about the student's enrollment in a predominately or historically single-gender class.

Notification and Enforcement of Sexual Harassment Policy

The University's Director of Human Resources will be available to answer all questions regarding this policy or its implementation. In addition, a copy of the University's sexual harassment policy shall:

1. Be displayed in a prominent location at each work site.
2. Be provided to each current employee and to each new employee prior to commencement of his/her duties.
3. Appear in the University website or work publications that set forth the University's comprehensive rules, regulations, procedures and standards of conduct for employees.

Each supervisor and administrator is responsible for maintaining an educational and work environment free from sexual harassment. In accordance with that responsibility, each site manager, or his/her designee, shall take appropriate actions to enforce the University's sexual harassment policy, including but not limited to the following:

1. The Director of Human Resources shall provide a copy of the policy to all new employees of the University prior to the commencement of the employee's duties.
2. The supervisor/administrator shall further instruct employees regarding the procedures for reporting sexual harassment in the educational setting on an as-needed basis.
3. The supervisor/administrator shall take prompt action to investigate all complaints of sexual harassment.
4. The University administration shall take appropriate disciplinary action, as necessary.

INVESTIGATION OF DISCRIMINATION AND HARASSMENT COMPLAINTS

Discrimination and harassment of all types (race, religion, national origin, sex, sexual orientation, disability status or age) is strictly prohibited at Harris-Stowe State University. All discrimination/harassment complaints will be investigated in the following manner:

1. If an employee/student believes that he/she is being harassed or discriminated against, the employee/student is encouraged to bring the concern to the attention of the employee/student's supervisor/Dean and the Director of Human Resources.
2. If the employee/student feels that such contact with the supervisor would be inappropriate, if the situation is not satisfactorily resolved by the supervisor, or if the employee/student simply feels more comfortable speaking with someone other than the supervisor, the employee/student should contact the Director of Human Resources directly.
3. If the employee/student for any reason would prefer to report the employee/student's concern to another supervisor/administrator within the University, the employee/student may do so. However, it is essential that the report be made to someone with the authority and obligation to act upon the concern.
4. Any supervisor/administrator who receives a report, orally or in writing, from any employee/student regarding discrimination/harassment of that employee/student by another employee/student, non-employee doing business with the University or student must notify the Director of Human Resources within twenty-four (24) hours whenever possible, or within a reasonable time thereafter.
5. Oral complaints of discrimination/harassment will be put in writing by the complainant or by the person who receives the complaint, and should be signed by the complainant. However, the complainant's refusal to sign a complaint does not relieve the University of the obligation to investigate the complaint.
6. An employee/student who believes that he/she has been subjected to discrimination/harassment shall not be required to confront the alleged harasser prior to making the report.
7. Following receipt of the report, University personnel will promptly and fully investigate the complaint and will notify the employee/student and the alleged harasser of the results of the investigation. Investigations will be conducted with full recognition of the rights of all parties involved.
8. Upon receipt of the report, the Director of Human Resources will appoint an investigator to investigate the complaint. The investigation shall commence within forty-eight (48) hours after such appointment.
9. The University will maintain the confidentiality of the complaint and the details of the investigation to the fullest extent possible.

10. The investigator will put his/her findings in writing and will forward a copy to the Director of Human Resources within one (1) week after concluding the investigation, or within a reasonable extension of time thereafter, for good cause shown.
11. If the investigation substantiates the complaint, the University will take appropriate disciplinary action against the offender(s), commensurate to the severity of the harassment (up to and including termination of employment). If the offender is a student, disciplinary action will be taken. If the offender is not an employee/student of the University, the University will take appropriate action within the scope of its authority to eliminate and redress the discrimination/harassment.
12. If the investigation is indeterminate, the matter will be designated as unresolved, and the investigation file will be maintained by the Director of Human Resources in a file separate and apart from any student or personnel file.
13. There will be no retaliation against or adverse treatment of any employee/student who uses this procedure to resolve a concern when such complaint has been brought in the good faith belief that the complainant has been subjected to harassment.
14. The responsible administrator shall follow up regularly with the complaining employee/student to ensure that the harassment has stopped and that no retaliation has occurred.

SANCTIONS FOR VIOLATIONS OF THE DISCRIMINATION/HARASSMENT POLICY

After investigation, proven violations of the University's Discrimination/Harassment Policy will be acted upon in the following manner:

1. Any employee or student who engages in the discrimination/harassment of anyone while on school property, or while in the employ of the University off school property will be subject to disciplinary action, up to and including dismissal or expulsion.
2. Any employee who permits or engages in the discrimination/harassment of a student will be subject to disciplinary action, up to and including dismissal.
3. Any employee who receives a complaint of discrimination/harassment from a student and who does not act promptly to forward that complaint to the Director of Human Resources and/or the appropriate administrators/supervisors shall be disciplined appropriately.
4. Any employee who retaliates, or engages in conduct that could be interpreted as retaliation, against any person who has made a complaint of discrimination/harassment or who has participated in the investigation of a complaint of discrimination/harassment will be subject to discipline, up to and including dismissal.
5. Any non-employee doing business with the University who engages in discrimination/harassment, or who retaliates against any person who has made a complaint of discrimination/harassment or who has participated in the investigation of a complaint of discrimination/harassment, will be subject to discipline to the extent that the University has control over the nonemployee and his/her employer.
6. Any employee or student who brings a false charge of discrimination/harassment shall receive appropriate discipline. The term "false charge" means a charge brought in bad faith, that is, without the good faith belief that one has been subjected to discrimination/harassment. The term "false charge" does not include a charge that was brought in good faith, but which the University was unable to substantiate.

CAMPUS PROHIBITIONS OF DRUGS, ALCOHOL AND WEAPONS

Prohibition of Drugs and Alcohol

The unlawful possession, use or distribution of illicit drugs and alcohol on University premises or as a part of University activities is **strictly prohibited**.

Employees under the influence of alcohol, drugs or controlled substances while on duty are a serious risk to themselves, to students and to other employees. Employees who display physical manifestations of drug or alcohol use while on duty may be subject to drug testing. Any employee who violates this policy will be subject to disciplinary action up to and including termination and referral for prosecution. Employees may also be required to satisfactorily participate in rehabilitation programs.

As a condition of employment, all employees must abide by the terms of this policy. Employees who are convicted of a drug offense which occurred on University premises or while on duty must notify the President of their conviction. Notification must be made by the employee to the President within five (5) days of the conviction. Within ten (10) days, the President will provide notice of such violation to the Impact Aid Program, United States Department of Education, or other appropriate government agency.

The University will institute a drug-free awareness program to inform employees of:

1. The dangers of drug and alcohol abuse in the workplace.
2. This policy of maintaining a drug-free workplace.
3. Available counseling and rehabilitation.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

On the basis of medical certification, employees with the illness of chemical dependency shall qualify for the employee benefits and group insurance coverage that are provided for under group health and medical insurance policies. The confidential nature of the medical records of employees with chemical dependency shall be preserved in the same manner as for all other medical records.

If the employee violates this policy, refuses to accept diagnosis and treatment, or fails to respond to treatment, and performance is adversely affected, the employee will be subject to employment action in proportion to the performance problem. Implementation of this policy will not require or result in any special regulations, privileges or exemptions from the standard administrative practice applicable to job performance requirements.

Standards of Conduct

The following is the University's official statement of the Standards of Conduct expected of its students and employees and the University's commitment to and action toward ensuring a drug-free and alcohol abuse-free school and campus.

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or a controlled substance on the campus of Harris-Stowe State University or at any location at which the University is conducting programs or events is **strictly prohibited**.
2. All students and employees of Harris-Stowe State University are required, as a condition of admission to, or of employment at the University, to comply with this strict rule.
3. Employees, as a condition of continued employment, must notify the Director of Human Resources of any criminal drug status/conviction occurring in the workplace no later than five (5) days after such conviction.

Upon the request of an agency of the United States, the University shall certify that it has adopted and implemented the drug prevention program described in this policy, in the form required by such agency. The University shall conduct a biennial review of this policy to determine its effectiveness, implement necessary changes and to ensure that the disciplinary sanctions are consistently enforced.

Prohibition of Firearms and Weapons

The presence of firearms and weapons poses a substantial risk of serious harm to University students, staff and community members. Therefore, possession of firearms and weapons is prohibited on University premises **at all times** except for law enforcement officials. As used in this policy, the phrase *University premises* includes all Harris-Stowe State University buildings, grounds, vehicles and parking areas. This prohibition also extends to the sites of University activities, whether or not those activities are conducted on Harris-Stowe State University property.

Individuals found to be in violation of this policy will be dealt with severely. Students will be disciplined up to and including expulsion. Law enforcement officials will be notified and the individual violating this policy will be directed to leave University premises. Non-students violating this policy will be barred from all University premises and University activities.

Student participation in University-sanctioned gun safety courses, student military or ROTC courses, or other University-sponsored firearm related events does not constitute a violation of this policy, provided the student does not carry a firearm or other weapon into any University building or onto the premises of any other activity sponsored or sanctioned by University officials.

FACULTY EMPLOYMENT PRACTICES

Eligibility for Employment in the United States/Department of Homeland Security – U.S. Citizenship and Immigration Services Requirements

The federal Department of Homeland Security – U.S. Citizenship and Immigration Services requires all employers to hire only American citizens and aliens who are authorized to work in the United States. The University will implement the following procedures to assure compliance with the law:

1. All employees will complete a Form I-9, Employment Eligibility Verification and will produce documents that will establish his/her identity and eligibility to work. Form I-9 contains a list of documents that will fulfill this requirement. In addition, each employee's eligibility will be verified through the federal E-Verify program administered by the U.S. Department of Homeland Security and the Social Security Administration.
2. The University will retain an individual's Form I-9 for three years after the date of hire or one year after the individual is terminated, whichever is later.
3. The form may be reviewed by the U.S. Citizenship and Immigration Services and potentially by other federal agencies. In order to minimize potential intrusion, Employment Eligibility Forms will be maintained separately from the employee's personnel files.

Recruitment

The recruitment and selection of all categories of faculty, following recruitment authorized by the President, shall be the responsibility of the Vice President for Academic Affairs.

The Vice President for Academic Affairs shall appoint a search committee to review applications and make hiring recommendations for full-time ranked faculty positions (regular, full-time faculty). The chairperson of the search committee shall, whenever feasible, be the chairperson/director of the program in which the vacancy exists. A nationwide search, conducted in accordance with Equal Employment Opportunity and Affirmative Action principles, may be conducted for regular, full-time faculty positions. Recruitment procedures for adjunct and unranked faculty shall be developed by the Vice President for Academic Affairs and the chairperson/director of the program involved. Adjunct faculty vacancies will be filled in accordance with affirmative action and equal opportunity regulations, but recruitment may be limited to the St. Louis Metropolitan Area.

Appointment

The President, after being fully advised by a review of the recommendations and documents submitted, shall make a final selection and report each selection to the Board of Regents for ratification.

Position Vacancies

New faculty members are not authorized to begin work until all of the following have been completed:

1. An employment application containing truthful responses to all inquiries is on file in the Human Resources Office.
2. The employment application has been approved by the Human Resources Office.
3. A decision to employ has been made by the appropriate authority to make a hiring decision.
4. All employment processing forms have been completed by the Human Resources Office.

An effort will be made to select faculty from a wide variety of universities consistent with affirmative action and equal opportunity regulations. Faculty candidates should also evidence a commitment to multicultural education. Unranked faculty vacancies will generally be filled through grants, fellowships or other scholarship appointments.

Screening

The faculty selection process shall generally involve the following steps:

1. All applications received by the recruiter(s) shall be carefully reviewed by the recruiter(s) and divided into the following subgroups: highly promising, promising and not promising.
2. Applications in the “highly promising” category should be reviewed for preference ranking. If there are less than three (3) candidates in the “highly promising” group, then the subsequent interviews shall include candidates in the “promising” category for preference ranking. Out of this review should come two or three candidates in a preference order to be submitted to the Vice President of Academic Affairs or his or her designee.
3. The screening committee, on the request of the Vice President of Academic Affairs, shall arrange interviews.
4. After the interviews, the screening committee shall re-rank the candidates in preference order and submit the list to the Vice President of Academic Affairs with its rationale for the preference order ranking.
5. The Vice President of Academic Affairs shall verify references and review the candidate’s credentials and the rationale of the screening committee. After considering the various protected groups shown by the University’s most recent Affirmative Action Utilization Analysis, the Vice President of Academic Affairs shall make appropriate selection recommendations to the President.

Initial Appointment of Faculty

An initial faculty contract at Harris-Stowe State University shall not include tenure status, but may include tenure-tract status under the conditions outlined below. Only in exceptional cases, based on the recommendation of the Vice President for Academic Affairs and with the approval of the University President, shall the Board of Regents grant faculty tenure to an initial employee.

Terms of Appointment

A faculty member's relationship to the University with respect to salary, rank, tenure, full or part-time status, nine to twelve month service and any other pertinent terms of the appointment shall be stated clearly in writing and a written copy of the terms shall be in the possession of both the faculty member and the University before the appointment begins. A letter offering appointment shall be written by the Vice President of Academic Affairs and approved by the President. Any subsequent extensions or modifications of an appointment, special understandings or any notices either party is required to provide shall be stated or confirmed in writing with copies to the faculty member and the University.

Ordinarily, the faculty vacancy announcement will identify the faculty category, group and the rank to be granted to the successful candidate. At Harris-Stowe State University, there are four academic ranks. All ranked faculty members are appointed to one of those ranks by the Board of Regents on recommendation by the President. The academic ranks are:

1. Professor
2. Associate Professor
3. Assistant Professor
4. Instructor

Following the initial appointment, advancement in academic rank shall be based on the recommendation of the University Committee on Rank and Tenure and in accordance with policies and procedures stated herein.

The following guidelines apply for granting of rank at the initial appointment:

Professor

Rarely will an appointee be granted the rank of Professor. However, when such a rank is given, the following will be the guiding criteria:

1. The candidate already possesses the rank of Professor from former employment at an accredited institution of higher education; and
2. The candidate possesses a scholarly reputation and/or accomplishments of an exceptional nature in the academic area in which the appointment is to be made.
3. The candidate has an earned doctorate in a discipline in the division of appointment; and

4. The candidate has usually had eleven (11) or more years of experience in higher education.

Associate Professor

Generally an appointee will not be granted the rank of Associate Professor upon initial appointment. However, when such rank is given, the following criteria will be observed:

1. The candidate already possesses the rank of Professor or Associate Professor from former employment at an accredited institution of higher learning.
2. The candidate possesses an earned doctorate in a discipline in which he/she will hold rank.

Assistant Professor

Generally, new appointees who possess a doctorate in a discipline within the division in which the vacancy occurs will be granted the rank of Assistant Professor.

Instructor

Generally, a new appointee who possesses a master's degree in a discipline within the division in which the vacancy occurs will be granted the rank of Instructor.

Unranked Faculty Positions

These appointments are ordinarily through awards based on grants or fellowships, which have specifically identified the appointees.

Faculty Tenure Status on Appointment

Faculty appointments may be made:

1. Without tenure, but on tenure track.
2. Without tenure and not on tenure track.

The conditions for granting tenure are set forth in the policy statement on tenure.

Faculty Classifications

The faculty of Harris-Stowe State University consists of two broad categories (1) ranked and (2) unranked faculty.

Ranked Faculty – Employees appointed with academic rank by written contract. These employees fall into one of three following sub-groups:

1. Regular Faculty -- Full-time employees whose primary assignment is teaching or administration and who have been granted regular faculty rank by action of the Board of

Regents. Regular faculty rank may be or may not be granted with tenure or on tenure track status.

2. Visiting Faculty – Full-time employees holding a full-time faculty position at another institution of higher education and who are temporarily assigned to teaching duties by order of the Board of Regents. Visiting faculty are neither tenured nor on tenure track status.
3. Adjunct Faculty – Part-time employees possessing a master's degree or higher whose primary assignment is teaching and who are appointed by action of the Vice President of Academic Affairs and the department in which the unranked faculty member is to be assigned. Adjunct faculty rank is granted with neither tenure nor tenure track status.

Unranked Faculty – Employees appointed without academic rank. These employees fall into three groups and are neither tenured nor on tenure track. They are appointed by action of the President for each of the unranked faculty titles, upon the recommendation of the Vice President for Academic Affairs and the department in which the unranked faculty member is to be assigned.

1. Fellows – Full-time employees whose primary assignment is teaching or teaching under the supervision of an instructor of record and who are appointed by action of the President.
2. Teaching Assistants – Full or part-time employees whose primary assignment is teaching or teaching under the supervision of an Instructor of record and who are appointed by action of the President.
3. Lecturers – Part-time employees possessing only a bachelor's degree whose primary assignment is teaching and who are appointed by action of the President.

Faculty Promotions

Promotions for faculty members at Harris-Stowe State University are the movement from one academic rank to a higher academic rank. A faculty member notified of eligibility may apply for promotion to the Committee on Rank and Tenure, which conducts an evaluation and makes recommendations to the Vice President for Academic Affairs. Eligible faculty members must be notified of eligibility by September 15. Eligible faculty members who are not notified in a timely manner may make independent application to the Committee. The Vice President for Academic Affairs reviews the findings and recommendations of the Committee and submits recommendations to the President. The President reviews all recommendations and makes his/her recommendation to the Board of Regents for final action.

Advancement in Academic Rank Approved – The final authority on advancement in rank is the University Board of Regents. Board of Regents approval of advancement in rank has associated with it a salary base adjustment as set forth in this policy.

Advancement in Academic Rank Denied – Once a candidate is eligible for consideration for advancement in rank, that eligibility is not lost. If advancement in rank is denied, a candidate may declare herself/himself a candidate again during the next academic year or

during any other academic year thereafter, following the standard procedure for advancement in rank.

All advancement in rank documents will be retained in the Office of the Vice President for Academic Affairs and will be accessible to the candidate.

Faculty Eligibility for Advancement in Rank

Instructors will advance automatically to the rank of Assistant Professor at the beginning of the semester following their receipt of an earned doctorate from an accredited institution of higher education which is related directly to their primary fields of instruction.

Assistant Professors are eligible for consideration for advancement in rank at the end of six (6) years in the rank of Assistant Professor at the University.

Associate Professors are eligible for consideration for advancement in rank at the end of six (6) years at the University in the rank of Associate Professor.

The sole basis of advancement in academic rank at Harris-Stowe State University is demonstrable evidence of continuous growth in the achievement and exercise of excellence in the pursuit of academic duties and responsibilities. Such evidence is ordinarily seen in the following behaviors:

1. The attainment of the terminal degree – the doctorate – in one or more disciplines.
2. Continuous scholarly growth in one or more disciplines as evidenced by membership in appropriate professional organizations; participation in professional meetings, conferences, workshops and panels; and research as well as post-doctoral formal studies.
3. Participation in various activities and projects designed to render community service of various kinds.
4. Structuring learning environments for University students which effectively assist such students in accomplishing valid educational objectives.
5. Interpersonal relations and skills which exemplify the cornerstones of good human relations – respect, justice and rational concern for all human beings, whether they are students, faculty, staff or lay-community members.

Nepotism

Nepotism is favoritism shown by a University official to a relative.

Relatives of Members of the Board of Regents

The Regents shall not employ one of its family members in any capacity, nor shall any person be employed who is related to any Board member within the fourth degree either by consanguinity or affinity.

Relatives of Current Employees

Relationship by family or marriage to current University employees shall constitute neither an advantage nor a deterrent to appointment, retention or promotion at Harris-Stowe State University, provided the applicant meets and fulfills the appropriate University employment requirements and standards.

Nepotism is prohibited at Harris-Stowe State University, however, the mere presence of a relative within a department or unit of the University does not in itself constitute nepotism. Similarly, the mere promotion or increase in salary of a relative employed at the University does not in itself constitute nepotism.

It shall be regarded nepotism when a relative employed at the University assists in any way in: (a) obtaining employment, (b) promoting, or (c) increasing in anyway the employment benefits accruing to his/her relative at the University.

To avoid possible conflict of interest in such matters, University employees are not permitted to participate either directly or indirectly in decision making leading to recommendations to officials for direct benefits (initial employment, retention, promotion, salary adjustments, leaves of absence, etc) involving persons who are related to them.

In the event such participation does take place, whether intentional or inadvertent, the recommendation accruing to the benefit of the employee's relative shall be automatically void and not acted upon by the appropriate official. In such cases, a new review and recommendation process shall be initiated.

Terminations of Faculty Members

The following types of mid-contract terminations of faculty members may occur at Harris-Stowe State University.

1. Resignation
 - a. With Proper Notice – Consists of a written resignation submitted to the division director at least three (3) months in advance of the date that the faculty member has decided not to continue employment in his/her current position at the University. The faculty member's record shall so note such a resignation.
 - b. Without Proper Notice – Failure to report for duty without notice to the appropriate division director for ten (10) consecutive school days during which the faculty member has campus site assigned responsibilities. The faculty member's record shall so note such a resignation.
2. Discharge for cause.
3. Layoff for more than two (2) years.
4. Retirement.
5. Death.

6. Reduction in force due to financial exigency or University reorganization

The Board of Regents, upon recommendation of the University President, may terminate the employment of any faculty member at any time for cause.

Notice of Non-Reappointment

Timely notice of non-reappointment, or of intention not to recommend reappointment, should be given in writing in accordance with the following standards:

1. Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year, or if the one-year appointment terminates during an academic year, at least three (3) months in advance of its termination.
2. Not later than December 15 after two or more years of service, if the appointment expires at the end of that year, or, at least six (6) months in advance of its termination.

TENURE

Tenure Definition

Tenure is here defined as stability of faculty appointment for an indefinite period, ending only under any one of the following conditions:

1. The voluntary resignation of the faculty member.
2. The involuntary termination of the faculty member for just cause and after due process.
3. The death of the faculty member.

General Criteria upon Which Tenure will be Considered

- **Length of Employment** – Eligibility for tenure consideration is predicated on length of employment in a tenure-track position. Ordinarily, a faculty member must have six (6) years of employment at Harris-Stowe State University before he/she shall be eligible for tenure. At the end of the faculty member's sixth year of satisfactory employment, the Vice President of Academic Affairs will determine which faculty members are eligible to apply for tenure. The minimum length of such service shall be six (6) years, including any exemptions granted at the time of initial employment. The Vice President of Academic Affairs shall notify the Committee on Rank and Tenure and instruct the chairperson of that Committee to inform the faculty member concerned of his/her eligibility for tenure consideration during the current academic year. No formal request on the part of the eligible faculty member shall be deemed necessary.

The following exceptions are permitted:

1. A newly appointed faculty member receiving the initial appointment of Professor may be exempted from the six (6) year waiting period by action of the Board of Regents based on the recommendation of the University President from the Vice President of Academic Affairs. Ordinarily, such a waiver will require exceptional qualifications of the appointee, such as tenure status at a former accredited institution of higher learning, exemplary scholarship or professional service.
2. A newly appointed faculty member receiving the initial appointment of Instructor, Assistant Professor or Associate Professor may be exempted from a portion of the six (6) year period, provided that the individual can provide documentation of one (1) or more years of former faculty experience in a tenure-track position at an accredited institution of higher education. In such cases, the number of years of waiver toward the required six (6) year waiting period for tenure at Harris-Stowe State University shall be equal to the number of years of prior faculty service in a tenure-track position up to a maximum of four (4). Thus an Associate Professor, Assistant Professor or Instructor level appointee may have only a two (2) year waiting period at Harris-Stowe State University if he/she comes to the University with four (4) years or more of prior faculty experience.

- **Tenure-Track Status** – Only faculty members serving in positions identified as “tenure-track” will be eligible for tenure considerations.
- **Harris-Stowe Faculty Evaluation System** – The Harris-Stowe Faculty Evaluation System consists of three (3) major components: (1) Student Course Evaluations, (2) Annual Supervisor Evaluations and (3) Peer Evaluations (optional). It represents a holistic evaluation philosophy which seeks to provide an assessment of each faculty member’s total contribution to the University. Each component’s detailed evaluation criterion is outlined below under the “Faculty Performance Appraisal” heading.

Committee on Rank and Tenure Composition

The Committee on Rank and Tenure is a standing committee appointed by the Vice President of Academic Affairs and approved by the President. Its composition consists of one University administrator with regular faculty rank and tenure and one regular faculty member with tenure from each academic division. The Committee on Rank and Tenure is appointed annually each September and selects its own chairperson. No person may serve more than two (2) consecutive terms on this Committee, and no person requesting evaluation of promotion shall be eligible to serve on this Committee.

Committee on Rank and Tenure Consideration Roles and Responsibilities

On or before March 1 of the academic year of consideration, the Vice President of Academic Affairs shall present to the Committee on Rank and Tenure the following items of information based on the eligible candidate’s current personnel file.

1. Number of years of satisfactory service at the University including official evidence of the exact number of years of official exemptions.
2. An official statement that the candidate’s appointment is a tenure-track appointment (may be evidenced by a copy of the faculty member’s employment contract).
3. An official statement based on performance evaluation documents in the candidate’s personnel file, that the candidate’s employment at the University has been satisfactory and that his/her conduct during this period of employment has not been such as to bring discredit to the University.

The Vice President of Academic Affairs’s memorandum to the Committee will ask the Committee to reach a general consensus regarding the following basic questions:

1. Does the Committee recommend that the candidate be granted tenure?
2. If not, what are the Committee’s reasons for recommending a denial of tenure?

It is the responsibility of the Committee on Rank and Tenure to evaluate candidates who have made formal application for advancement in academic rank and/or tenure. The Committee shall observe the following:

Step 1: On or before September 1, the Rank and Tenure Committee will receive from the Vice President of Academic Affairs a list of all faculty members who are eligible by reason of service for promotion or tenure.

Step 2: The Committee on Rank and Tenure will then send written notices on or before September 15 to all persons on the eligible list, inviting each to submit a formal request for evaluation and consideration for promotion.

Step 3: The concerned faculty member will complete the required formal request document and return it to the chairperson of the Committee on Rank and Tenure by mid-November for processing.

Step 4: The Rank and Tenure Committee will process each formal request in the following way:

1. Copies of appropriate sections of the credentials presented in the formal request document will be made and attached to each of three (3) kinds of evaluation.

The Administrator: Division Chairperson's evaluation form

The Faculty: Peer evaluation form

The Student: Student course evaluation form

2. There will be no need for a faculty self-evaluation form inasmuch as one of the separate sections of the formal request document will require the faculty member seeking promotion with or without tenure to present his/her self-evaluation.
3. The confidentiality of personnel matters contained in or presented as supporting documents to the faculty request form will be carefully considered before copies or extracts are made and attached to the three (3) types of evaluation forms.

These three (3) different types of faculty evaluation forms will be sent to the following persons:

- a. The Division Director
- b. Two of the candidate's peers within the division: a) one named by the candidate, b) the other by the faculty of the candidate's discipline or division. *Note: These peers must be the rank to which the candidate is aspiring and should themselves be tenured, if possible.*
- c. Five (5) of the candidate's former University students, two (2) of whom he/she may name. The remaining three (3) students shall be randomly chosen by the Vice President of Academic Affairs.

Each person receiving an evaluation form will be asked to review the accompanying “credentials” documents and on the basis of his/her knowledge of the candidate, complete the faculty evaluation form and return it to the chairperson of the University Committee on Rank and Tenure – usually within two (2) weeks.

4. Upon the return of all evaluation forms and related credentials on a given candidate, the Committee on Rank and Tenure will review each evaluation using a criteria checklist and assign candidacy.
5. All candidates whose requests have received a quantitative value of 3.5 on a 5.0 scale shall be recommended by the Committee to the Vice President of Academic Affairs for promotion with or without tenure.
6. The Vice President of Academic Affairs will review the recommendations together with all related documents and finalize a recommendation for each candidate to the President who will make the final recommendations to the Board of Regents and so notify the Vice President of Academic Affairs, the Committee on Rank and Tenure and the candidates.

FACULTY EVALUATION SYSTEM

In accordance with the approved faculty evaluation system, the performance of each faculty member shall be evaluated annually using student review and administrative (supervisor) review. No later than February of each year, an appraisal conference will be held between the Academic Vice President and faculty members with less than satisfactory evaluations. The results of this process will be used as an integral part of determining retention, salary, promotion eligibility and tenure award. The evaluation system presented in this document represents a holistic evaluation philosophy which provides a mechanism by which faculty members can participate in the determination of their institutional obligations and responsibilities on an annual basis.

The Harris-Stowe State University evaluation system consists of (1) Student Course Evaluation and (2) Supervisor Evaluation, each of which is described in detail below. Peer Evaluation is an optional method of evaluation which is strongly encouraged and may also be conducted by the supervisor.

Student Course Evaluation

Each semester all enrollees in all of the courses taught by each faculty member during a given semester will be asked to complete a course evaluation. Once the data are entered and analyzed, they will be compiled for each course and shared with the corresponding faculty member.

Supervisor Evaluation

Supervisor Evaluation will be conducted in three important areas of faculty activity: Instruction, Institutional Service and Professional Growth and Development. An appropriate instrument will be developed for use by the supervisor in evaluating the faculty member in each of these areas. These are defined as follows:

- 1. Instruction** - is defined as the faculty member's classroom and/or field activities designed to promote student learning. The evaluative criteria for this area are (a) mastery on the part of the instructor of the subject-matter taught by him/her; (b) quality of the instruction, quantified to the extent possible relative to its accuracy, comprehensiveness and currency; (c) use of motivational strategies and (d) evidence on the part of the instructor of concern for the learners' progress and respect for their individuality.
- 2. Institutional Service** - is defined here as the faculty member's non-instructional obligations to the University including (but not limited to) the following:
 - a. Total faculty group meeting participation
 - b. Regular committee participation
 - c. Assistance to immediate supervisor
 - d. Supervision of labs, shops and studios
 - e. Supervision of personnel
 - f. Assistance in academic advisement
 - g. Committee chairpersonship
 - h. Administration or coordination of one or more programs
 - i. Sponsorship of a student organization

- j. Search committee participation
- k. Speaking on behalf of the University
- l. Attendance and Participation at University Sponsored Events
- m. Other

The evaluative criteria applicable to each of these sub-areas, quantified to the extent possible, are: (a) frequency of attendance at and participation in all appointed or agreed upon activities, (b) accuracy and quality of work in such participation, (c) evidence of organizational and management skills and (d) quality of interpersonal relation skills.

3. Professional Growth and Development - is defined here as the faculty member's activities over and above those constituting his/her normal faculty duties and which are engaged in for the purpose of achieving growth in the faculty member's academic field. Developmental activities so defined include (but are not limited to) the following:

- a. Preparation and publication of articles
- b. Preparation and publication of books
- c. Attendance at conferences, workshops or seminars
- d. Acquisition of further university experiences (courses, seminars, workshops, degrees)
- e. Development of new courses
- f. Community service (related to one's area of academic specification)
- g. Presentation of professional papers
- h. Participation in professional organizations
- i. Leadership of one or more professional organizations
- j. Participation on community advisory boards (related to one's area of academic specification)
- k. Development of grant proposals and/or participation in the projects resulting from those grants
- l. Other

Evaluative criteria in this area, quantified to the extent possible, include: (a) attendance at and participation in the activities which have been initially selected by the faculty member and agreed to by all concerned, including the faculty member's immediate supervisor and the Vice President of Academic Affairs, (b) completion of the work defined and presented in a report, (c) accuracy and quality of such work and (d) validity and acceptability of plans to apply the results of such work toward the benefit of the Institution.

Peer Evaluation (Optional)

During the last quarter of the spring semester of each academic year, the faculty member and his/her immediate supervisor will develop and agree upon an *Individual Faculty Member Program* of activities and projects that are to be conducted by the faculty member during the next academic year. These activities will be representative of the evaluation categories listed above. It is to be understood that, unless specifically determined otherwise by the Vice President for Academic Affairs with the approval of the President and the Board of Regents, the faculty member's teaching load will be at least twelve (12) semester hours each semester.

Thus, the academic year goals and commitments agreed upon by the individual faculty member and his/her immediate supervisor will:

1. Relative to the Teaching Load - speak to specific course preferences, specific instructional objectives or other instruction-related activities and matter, all within the context of institutional need.
2. Relative to Institutional Service - speak to standing committee preference and/or other desired services to the Institution for which specific prior approval must be given by the Vice President of Academic Affairs.
3. Relative to Professional Development - speak to various planned activities over and above the faculty member's 40-hour week equivalency.

The goals and activities in the evaluative areas to which the faculty member has committed himself/herself prior to the beginning of the academic year (during the last quarter of the previous spring semester) and approved by the immediate supervisor and the Vice President of Academic Affairs, together with all evidence of work done and accomplishments made by the faculty member in these three areas will be made available to two (2) faculty peers - one (1) chosen by the concerned faculty member and one (1) appointed by the Vice President of Academic Affairs. Each peer will be asked to carefully review the goals and activities to which the faculty member committed himself/herself to prior to the beginning of the academic year of evaluation, as well as the supporting evidence provided by the faculty member. The peer evaluation summaries will also be made available to the concerned faculty member at the end of the third quarter of the spring semester for review and comment.

UNIVERSITY STANDING COMMITTEES

Each faculty member must serve on at least one of the following University standing committees during each academic year:

Educational Policy, New Programs and Curriculum Committee is responsible for reviewing all recommendations from all department/areas with respect to educational policy, new programs and curriculum matters.

General Education Committee is responsible for reviewing all recommendations regarding the general education core.

Rank and Tenure/Sabbatical Leaves and Fellowship Committee is responsible for reviewing all recommendations from all departments/areas with respect to rank and tenure/sabbatical leave and fellowship activities and shall recommend appropriate action to the office of the Vice President of Academic Affairs.

University Calendar Committee is responsible for reviewing and recommending all activities and events related to the formation of the academic calendar.

Assessment of Student Learning Committee is responsible for the monitoring and review of the Institutional Assessment Plan and developing, refining, implementing, monitoring and adapting programs, models and techniques including curriculum to ensure the improvement of teaching and learning at the University.

Education and Technology Committee develops and implements activities to increase faculty, staff and student understanding and use of technology and its application to teaching and day-to-day operations of the University.

Teacher Education Council is responsible for determining all policies and programs affecting teacher education. This committee shall also observe those regulations required to maintain accreditation with the Missouri Department of Elementary and Secondary Education (DESE) and the National Council for the Accreditation of Teacher Education (NCATE).

Business Administration Council serves in an advisory capacity and reviews all policies and programs affecting degree programs offered by the Anheuser-Busch School of Business. The council shall also be kept apprised of those regulations required to maintain accreditation with the International Assembly for Collegiate Business Education and to gain initial accreditation from the Association of Collegiate Business Schools and Programs (ACBSP).

Urban Specializations Council is responsible for determining all policies and programs affecting the Criminal Justice Program, the Urban Education Program and the Professional Interdisciplinary Studies Program.

Standing Committee Membership, Composition and Terms

Membership of the standing committees may be comprised of three (3) categories:

1. Regular ranked faculty
2. Professional Staff
3. Students

The term for committee membership shall be for one (1) or two (2) academic years. At the beginning of each academic year, the committee chairperson/convener will submit a listing of the term(s) of membership for each person serving on the committee to the Vice President for Academic Affairs, who will inform the appropriate department/area as to the availability of representation on the appropriate committee. Should a faculty member leave the University or be unable to continue on the committee for whatever reason, the Vice President for Academic Affairs will inform the committee chairperson who will then request that the appropriate department/area chairperson convene its members for the purpose of electing a replacement.

PRESENTATION OF ACADEMIC/POLICY PROPOSALS

Any member of the University community who has a proposal affecting an academic/policy matter will present his/her proposal via a written document to the departmental chairperson/director. The chairperson/director will present the matter to the appropriate department/University committee(s).

Prior to submission to the faculty, all proposals are to be submitted to the Educational Policies, New Programs and Curriculum Committee. This procedure will not be applicable to the Teacher Education Committee.

All actions from the Teachers Educational Committee will be forwarded directly to the Faculty Assembly (for information purposes only) and to the University administration. The Educational Policies Committee will be responsible for:

1. Insuring that all representative constituencies have reviewed/discussed the proposal.
2. Considering University-wide significance and implications.
3. Preparing final recommendations to the faculty.

The Vice President for Academic Affairs is the recipient of all recommendations coming from the Faculty Assembly. In all instances where the recommendation might affect another "Operations Area," even in indirect fashion, the Vice President for Academic Affairs will act as the liaison to the other officials who head the respective units.

Action by the Vice President for Academic Affairs

The Vice President for Academic Affairs will act upon Faculty Assembly recommended actions in one of two ways:

1. If the Vice President for Academic Affairs has no substantive changes to propose, the document will be forwarded to the President, if appropriate, for action.
2. If substantive changes in the document are proposed by the Vice President, a copy of the proposed changes will be forwarded to the Faculty Assembly with the accompanying rationale for the changes.

The Faculty Assembly has the option to present a written analysis of the Vice President's "modified" document to the Vice President and the President. The Vice President makes a final review of the materials pertaining to the recommendation and in consultation with the President reaches a final decision. The Final Proposal will then be published as part of the Vice President's After Action Report and as a part of the minutes of the Faculty Assembly.

NORMAL TEACHING FACULTY WORK LOAD

Teaching faculty members are expected to work a forty (40) hour week at or for Harris-Stowe State University. Of these forty (40) hours, ten (10) clock hours will be spent in classroom teaching. For each clock hour in class, two (2) clock hours will be allowed for outside preparation. In an ongoing effort to be available to students and fellow faculty members, an additional four (4) clock hours should be designated and posted as office hours. The remaining six clock hours should be spent equally on committee work and on professional development.

The clock hour equals sixty (60) minutes and the class hour equals fifty (50) minutes as shown below:

Clock Hours

10	In-class time (twelve (12) semester hours)
20	Outside preparation (two (2) clock hours for each one hour of instruction)
4	Office hours (including 1 hour dedicated to keeping attendance records)
6	Committee/professional development
<hr/>	
40	Hours per week

The normal regular faculty teaching load at Harris-Stowe State University for the academic year is twelve (12) credit hours per semester. However, in the event of a demonstrable, financial need, the University administration might find it necessary to recommend to the Board of Regents temporary adjustments in the workloads of University employees. Such adjustments could involve a temporary increase in the normal teaching load. It is also understood that the need to fill the course loads of full time faculty members supersedes that of adjunct faculty members. The department chairperson or dean will work with the faculty members of their respective departments to determine the course schedule that best meets the objectives of the department and the student body each semester.

Faculty Overload

All faculty overload assignments shall be approved by the department chair or dean of the department involved and the Vice President for Academic Affairs. Faculty teaching assignments in excess of those specified in their letter of appointment shall be compensated at the current adjunct rate of pay with a maximum of four (4) credit hours of overload per semester. All overload assignments and compensation must be approved in writing, in advance, by the Vice President for Academic Affairs.

In instances where the granting of overloads would be in conflict with the expectations of an accreditation association, the faculty member's right for an overload course may be restricted.

Release Time

A faculty member may be released from his/her normal teaching workload schedule, in part or in whole, to perform non-teaching duties. For the purpose of computing the workload, semester hour values will be assigned to each non-teaching assignment.

Non-Teaching Responsibilities

1. Committee work
2. Office hours
3. Course syllabi preparation
4. Attendance at required University-sponsored functions
5. Research normally expected of University faculty
6. Participation in academic program development
7. Timely submission of attendance and grades

Submission of Attendance Records, Midterm and Final Grades

The U.S. Office of Education regulations governing federal financial aid require that students be present in their classes. In compliance with these regulations, all University full-time and adjunct faculty members are **mandated** to keep **accurate** weekly records of the attendance of their students. Weekly faculty reports of student class attendance are to be submitted by 4:00 PM each Monday (or other time designated by the Vice President of Academic Affairs) via the online attendance module on MYHSSU (or other method designated by the Vice President for Academic Affairs). Attendance submitted after the deadline will be considered late. In addition, all University full-time and adjunct faculty members are mandated to immediately administratively withdraw students who miss three (3) consecutive weeks of class.

Faculty members are also required to ensure that midterm and final grades are reported in a timely and accurate manner. Grade calculations and final attendance records must be submitted at the end of each semester. Repeated failure to submit timely and accurate attendance and grade reports may result in disciplinary action including, but not limited to written and verbal warnings, and may impact the offending faculty member's annual evaluation.

ADMINISTRATIVE ASSIGNMENTS AND OUTSIDE EMPLOYMENT

Administrative Assignments

Faculty members, with their consent, may be appointed by the President to administrative assignments on a full or part-time basis.

Because of the increased responsibilities and demands upon the individual's time and energies, administrative assignments normally are accompanied by an increase in salary and/or release teaching time. Such changes will be considered by the President based on a variety of factors.

Upon the termination of the assigned administrative responsibility, the faculty member's salary will revert to what it would have been had the administrative assignment not been made. In addition, the faculty member's term of service toward promotion and other considerations will have continued uninterrupted. Normally, the following adjustments will accomplish this objective:

1. If a fixed administrative supplement has been added to a contractual faculty salary, that supplement will cease.
2. If the initial appointment was a full-time, twelve (12) month administrative appointment and included regular ranked faculty rank:
 - a. The twelve (12) month salary will be divided by twelve (12), and
 - b. The resulting quotient shall be multiplied by the number of months the faculty member will be hired.

Outside Employment

Outside employment of twelve (12) clock hours per week or less, or two (2) courses (6 credit hours), with an organization or agency other than Harris-Stowe State University is permitted, provided such employment does not interfere with the faculty member's duties and responsibilities at the University. Outside employment of more than twelve (12) clock hours per week, or more than two (2) courses per semester (6 credit hours), is permitted only with the prior permission of the Vice President of Academic Affairs and approval of the University President. The University has the right to require faculty members to provide information concerning outside employment.

GENERAL STATEMENT ON ACADEMIC FREEDOM AND FACULTY RESPONSIBILITY

Harris-Stowe State University subscribes to the American Association of University Professors Statements on Academic Freedom, Professional Ethics and Faculty Freedom and Responsibility, which appear in the following sections. This endorsement should not be construed as a general endorsement of all policies of the American Association of University Professors.

Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

College and University teachers are citizens, members of a learned profession and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that they are not speaking for the institution. (B. Robert Kreiser, Ed., "1940 Statement of Principles on Academic Freedom and Tenure With 1970 Interpretive Comments," American Association of University Professors Policy Documents and Reports, Seventh Edition, 1990 3-4.)

Cognizant of the dangers to academic freedom that may arise from its misunderstanding and abuse, Harris-Stowe State University subscribes to the following Statement of Academic Freedom and Responsibility.

Membership in the academic community imposes on students, faculty members, administrators and trustees an obligation to respect the dignity of others, to acknowledge their right to express differing opinions and to foster and defend intellectual honesty, freedom of inquiry and instruction and free expression on and off the campus. The expression of dissent and the attempt to produce change, therefore, may not be carried out in ways which injure individuals or damage institutional facilities or disrupt the classes of one's teachers or colleagues. Speakers on campus must not only be protected from violence, but also be given an opportunity to be heard. Those who seek to call attention to grievances must not do so in ways that significantly impede the functions of the institution.

Because academic freedom has traditionally included the instructor's full freedom as a citizen, most faculty members face no insoluble conflicts between the claims of politics, social action and conscience, on the one hand, and the claims and expectations of their students, colleagues and institutions on the other. If such conflicts become acute, and attention to obligation as a citizen and moral agent preclude an instructor from fulfilling substantial academic obligations, the instructor cannot escape the responsibility of that choice, but should either request a leave of absence or resign their academic position. (B. Robert Kreiser, Ed., "1940 Statement of Freedom and Responsibility," American Association of University Professors Policy Documents and Reports, Seventh Edition, 1990 77-78.)

PROFESSIONAL ETHICS

Harris-Stowe State University subscribes to the belief that self-regulation is preferable to any externally imposed discipline. In this regard, the University faculty shall impose obligations upon individual professors that require any serious breach of duties to be judged by colleagues who are well acquainted with the problems and practices of a specialized field. Only in the extreme cases of serious violations of professional responsibilities will the academic area regulate itself by calling upon a group representative of the whole University to deal with faults that could have been avoided either by individual self-control or by departmental discipline.

Harris-Stowe State University subscribes to the American Association of University Professors Statements on Academic Freedom, Professional Ethics and Faculty Freedom and Responsibility, which appear in the following sections. This endorsement should not be construed as a general endorsement of all policies of the American Association of University Professors.

Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom or dignity.

As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.

As colleagues, professors have obligations they derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas, professors show due respect for the opinions of others.

Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.

As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene

academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it.

When considering the interruption or termination of their service, professors recognize the effect of their decision upon the programs of the institution and give due notice of their intentions.

As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession and to their institution. When they speak or act as private persons they avoid creating an impression of speaking or acting for their College or University. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom. (B. Robert Kreiser, Ed., "1940 Statement of Professional Ethics," American Association of University Professors Policy Documents and Reports, Seventh Edition, 1990 75- 76.)

PRIMARY FACULTY RESPONSIBILITIES

The primary responsibilities of faculty members at Harris-Stowe State University are teaching, creative and scholarly work, service and student support. By accepting an appointment at Harris-Stowe State University, an individual assumes a responsibility to pursue scholarly activities and creative endeavors. Such pursuits necessitate free inquiry, free expression, intellectual honesty, respect for the dignity and rights of others and openness to change. The rights and responsibilities exercised within the academic community must be compatible with these characteristics.

Therefore, each faculty member has two principal responsibilities at Harris-Stowe State University:

1. Faculty members have an obligation to ensure student learning.
2. Explicit in a faculty member's obligations is the duty to maintain a professional relationship with students, and to ensure their fair and equitable treatment.

These responsibilities are manifest in several duties, which include but are not limited to the timely submission and documentation of grading, advisement and attendance.

The University expects its faculty members to be governed by high professional and moral standards in all relationships with all persons in the University community.

Faculty Responsibility to Students

Students are entitled to an atmosphere conducive to learning and to even-handed treatment in all aspects of the teacher-student relationship. Faculty members may not refuse to enroll or teach students on the grounds of students' beliefs or the possible uses to which they may put the knowledge to be gained in a course. A faculty member may not use the authority inherent in the instructional role to sexually harass, generally harass or discriminate against students by reason of their sex, color, race, disability, religion, national origin, sexual orientation or to compel the student to make particular personal choices as to political action or his/her own role in society. Evaluation of students and award of credit must be based on impartially judged and accurately documented academic performance and not on matters irrelevant to that performance.

Faculty Responsibility to Courses of Instruction

It is a faculty member's position based on mastery of his/her subject and his/her own scholarship, which entitles him/her to freedom in the presentation of his/her subject. Thus, it is improper for a faculty member to insert material which has no relation to his/her subject, or to fail to present the subject matter of his/her course as approved generally by the faculty in its collective responsibility for the curriculum. This is not to be narrowly construed as a restriction on the free presentation of his/her subject.

Faculty Responsibility to Academic Community

Membership in the academic community imposes on faculty members (as well as on students, administrators and trustees) an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction and free expression of ideas on and off the campus. Those who seek to call attention to grievances must not do so in ways that significantly impede the functions of the University. Activities related to the University community may not be carried out in ways which injure, harass or discriminate against by reason of sex, color, race, disability, religion, national origin, gender or sexual orientation, or which damage property or interfere with the rights of others.

FACULTY COMPENSATION

Academic Year Base Salary

The annual base salaries of faculty members are matters of individual contract between faculty members and the University.

Salary Adjustments

Promotions – When a faculty member advances in academic rank, the University grants for each promotion level \$2,000 adjustments as follows:

Instructor to Assistant Professor	\$2,000
Assistant Professor to Associate Professor	\$2,000
Associate Professor to Professor	\$2,000

Earned Doctorate – When an instructor receives an earned doctorate degree in his/her field, the University grants annual salary adjustment of \$2,000 and advancement in rank to Assistant Professor.

Across-the-Board Increases – Are granted to all faculty members when funds are appropriated by the State or the Board of Regents for such purpose.

Overload Pay – Faculty teaching assignments in excess of those specified in their letter of appointment shall be compensated at the current adjunct rate of pay with a maximum of four (4) credit hours of overload per semester.

Additional Compensation

The Vice President for Academic Affairs or the President may, when deemed appropriate, authorize additional compensation for faculty members who have been given additional/special assignments.

Summer Session Salaries

All regular, full-time faculty members are given the opportunity to teach during the summer. Each may have a twelve (12) credit hour summer teaching load divided equally between the two summer sessions as long as the institution continues to offer two summer sessions. However, a faculty member may teach no more than six (6) credit hours in either session. All adjunct faculty members will be paid at the instructor rate. Depending on budget limitations, compensation may be distributed equally between the first and second summer sessions in accordance with pay distribution procedures in effect at that time period.

UNIVERSITY SPONSORED FRINGE BENEFITS

The following benefits are provided to full-time members of the ranked faculty. Unranked faculty members appointed for a full academic year are also covered by benefits described in this section. Benefits are not available to unranked faculty members appointed for less than a full academic year, i.e., one-semester appointments. The descriptive statement provided for each benefit is a summary statement. Details of coverage and benefits may be obtained from the Human Resources Office of the University. The University reserves the right, in compliance with law, to change carriers and benefit plan provisions.

Employee Group Insurance Plan

The University provides for the faculty member accidental death and dismemberment, long-term disability coverage and life insurance with the premiums paid by the University. Medical insurance is offered at a subsidized rate. Optional dependent coverage is available at the covered faculty member's option and expense. For details concerning coverage and benefits, interested individuals are to contact the Human Resources Office of the University.

Pension

Faculty members are covered by the Missouri State Employees' Retirement System or the College and University Retirement Plan. The Missouri State Employees' Retirement System, referred to as MOSERS, and the College and University Retirement Plan, known as CURP, are non-contributory public retirement plans. Retirement handbooks are provided upon employment. For details concerning coverage and benefits, interested individuals are to contact the Human Resources Office of the University.

Annuities

Faculty members may elect to participate in a tax-sheltered annuity program at their own expense. The University Human Resources Office will, upon request, provide a list of companies from which the faculty member may seek additional information. The details of each annuity program are subject to control by the offering company and not by the University. Coverages, benefits and other details are subject to the agreement between the faculty member and the company, and the University is not responsible for such matters. Notwithstanding anything herein to the contrary, maintenance of this benefit is subject to the continuing availability of companies willing and able to provide qualified annuity products.

Educational Assistance

Faculty members budgeted for full or proportional fringe benefits at the University are eligible for tuition remission.

Faculty members, upon proper application prior to the ending of the late registration period, may be granted a remission of full per-credit-hour charges for classes taken at Harris-Stowe State University for up to six (6) semester hours during any given regular semester and three (3) semester hours during any summer session. The faculty member's Form 1040 dependents, court-ordered dependents and spouse may collectively be granted a remission of full per-credit-hour charges for up to six (6) credit hours during any given regular semester and three (3)

semester hours during any summer session. Some employees may be eligible for support by grant funds and should inquire at the Financial Assistance Office

Notes:

1. Courses may not be taken during the employee's scheduled work hours.
2. Courses must not in any way interfere with the performance of the duties for which the employee has been employed.
3. Ordinarily, the courses taken must not be either individualized study courses or independent study courses.
4. Application forms for tuition remission are available in the Human Resources Office. Approved applications for tuition remission are presented by the employee to the Financial Assistance Office, where the proper tuition remission amount is processed.
5. All awards are made through a double round robin procedure, for employees first and then dependents, et al, subject to dollar limitations specified in the annual operating budget.

Paid Holidays

The University provides regular faculty members with the following paid holidays listed below in chronological order for the academic year.

1. Independence Day (for those faculty members assigned to the summer session)
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving Day
5. Christmas Eve (which occurs within the winter recess)
6. Christmas Day (which occurs within the winter recess)
7. New Year's Day (which occurs within the winter recess)
8. Martin Luther King's Birthday
9. Presidents' Day
10. Spring Holiday

Faculty members should note that Spring Holiday Day (*Sometimes referred to as Good Friday*)

and could occur during Spring Recess) is observed at various times. If the official University holiday occurs on a Saturday, the preceding Friday shall be observed as the holiday and if the

official University holiday occurs on a Sunday, the following Monday shall be observed as the holiday. Exceptions to these two general rules may be made by the University Administration and appropriate notice given to the faculty. Dates of these holidays are set forth in the University bulletin and the semester course schedule.

Academic Recess

Regular faculty members are granted two (2) paid academic recesses - a winter recess and a spring recess. Dates of these recesses are set forth in the University Bulletin and the Semester Course Schedule.

STATUTORY BENEFITS

The following are benefits provided by state and federal law:

Workers' Compensation

The University provides Workers' Compensation coverage for employees in accordance with the laws of the State of Missouri. For details concerning coverage and benefits, interested individuals should contact the Human Resources Office of the University.

Unemployment Compensation

The University provides Unemployment Compensation coverage for employees in accordance with the laws of the State of Missouri. For details contact the Missouri Division of Employment Security

Social Security

The University provides Social Security insurance in accordance with the laws of the United States. For details contact the Social Security Administration or the Human Resources Office of the University.

Legal Defense of Faculty Members

Pursuant to and in conjunction with the State Legal Expense Fund, Section 105.711, RSMo., et seq., it is the policy of the University to provide legal defense of any claim covered by Sections 105.711 to 105.726, regarding conduct of any officer or employee of the University arising out of and performed in connection with his/her official duties on behalf of the University. When questions arise as to whether or not the conduct in question would be covered by Sections 105.711 to 105.726, the University may consult and obtain the advice of the Attorney General of the State of Missouri. The University may also proceed with a defense under a reservation of rights under which the officer or employee may subsequently become liable and responsible for the expense of such defense, upon a finding that the conduct was not or would not have been covered by Sections 105.711 to 105.726.

SALARY, CHECKS AND SALARY DEDUCTIONS

Withholding Taxes -- A Federal withholding tax is retained for the Collector of Internal Revenue as payment on Federal Income Tax for the current year. The amount withheld is determined by salary and the number of dependents. No salary check will be issued until all withholding forms are submitted.

A State withholding tax is retained for the Missouri Department of Revenue. The amount withheld is determined in the same manner as the Federal Income Tax. Employees may authorize additional sums to be withheld by notifying the Human Resources Department in writing and completing a new W-4 form indicating the additional amount to be withheld each pay period. No salary checks will be issued until all withholding forms are submitted.

Medical -- Medical insurance payments will be deducted for all employees on a twelve (12) month prorated basis each month.

Credit Union and Tax Sheltered Plan -- Credit Union and Tax Sheltered Plans will be deducted under the terms of the respective contracts.

Tax Sheltered Annuities -- The University provides for payroll deduction and processing for employees participating in tax sheltered annuities.

Other Salary Deductions -- Any staff member may authorize additional voluntary deductions for payment of tax-sheltered annuities, charitable contributions, credit union and dependent coverage for benefits.

Paycheck Distribution -- Regular payroll checks are normally distributed through the Human Resources Office on the last workday of each month. Checks will not be issued before 10:00 AM. Direct deposit service may be provided by the University. Supplemental payroll checks are normally distributed on or before the 20th of each month or as otherwise provided by written agreement.

TARDINESS, UNEXCUSED ABSENCES AND INCLEMENT WEATHER

Tardiness and Unexcused Absences

If a faculty member finds that circumstances beyond his/her control will cause or have caused him/her to be late or absent from a scheduled class, he/she should notify immediately his/her department director, the Registrar's Office and the Vice President for Academic Affairs, giving the reason(s) for the tardiness or absence. Failure to notify, excessive tardiness and unexcused absences, regardless of the circumstances, may be a basis for disciplinary action.

Absences Due to Inclement Weather

All faculty members are required to be present and on time during University workdays when the weather is inclement UNLESS excused by order of the President/designee. On workdays of inclement weather, unless the President has caused to be announced publicly that the University will be closed, faculty members with unexcused absences have two options:

1. The forfeiture of a day of personal leave, **OR**
2. The forfeiture of pay that would otherwise be due during the period of unexcused absence.

Inclement Weather

Should it become necessary to cancel classes or adjust the academic schedule, such decisions will be made no later than 5:00 a.m. for day classes and 3:00 p.m. for evening classes. Faculty members should listen to any of the following radio stations for announcements regarding the closing or late opening of the University during inclement weather: KMOX, KXOX, KATZ, KMJM, KYKY, and KTVI. The list of radio stations is subject to change. Questions or requests for clarifications regarding the Inclement Weather Policy should be directed to the Office of Business and Financial Affairs. The following definitions might appear in inclement weather announcements:

Snow Schedule - means that the official business, classes and activities of the University will commence at 11:00 a.m.; all classes before this time will be cancelled.

University is Closed - means that no classes will meet and that none of the University offices will open for business.

Evening Classes are Closed - means that those classes meeting after 4:00 p.m. are cancelled and classes in session will be dismissed.

When the workday has to be shortened due to inclement weather, the Office of Human Resources will notify each department head or supervisor of the President's decision to close the University.

SICK LEAVE

Full-time regular faculty members who are in pay status at the beginning of the academic year shall be credited with nine (9) days of sick leave. Full-time regular faculty members who are in pay status after the beginning of the appropriate year shall be credited with the appropriate prorated number of sick days. In the event a faculty member extends his/her employment beyond the regular academic year, the faculty shall accrue sick leave at the rate of one (1) day per month. Unused sick days shall accumulate from year to year with an unlimited maximum. However, when a faculty member's absence because of illness reaches 130 days (approximately six (6) calendar months), he/she has become eligible for long-term disability pay. Sick pay by the University will then cease, and any remaining unused sick leave will be held in escrow for the faculty member in the event he/she returns to work at the University.

Paid sick leave may be granted for illnesses and for injuries not compensated by disability pay or Workers' Compensation only for the period of time covered by the faculty member's accrued sick days. Three (3) days of sick leave may be granted during the academic year for illness of members of the faculty member's immediate family, which includes, for purposes of this policy, spouses, parents, children and members of the immediate household.

1. Only full-time, regular faculty members of the University are eligible for sick pay.
2. The University reserves the right to require a physician's verification of illness for absences of three (3) or more days. However, in cases in which there is a history of excessive absence or intermittent use of sick days, the division director may require a physician's written statement verifying the illness for the first day of absence.
3. The faculty member is required to have his/her division director informed as soon as possible prior to his/her scheduled class, office hours or meeting. Such information should be given by telephone.
4. Faculty sick leave is only granted from scheduled duties in multiples of one-half day. If a faculty member fails to attend scheduled classes, committee meetings, office hours or faculty meetings because of illness, he/she will be charged with sick leave for each absence in multiples of one-half day, but not to exceed one (1) day of sick pay for each calendar day.
5. In cases of absences because of illness, each day of absence or fraction thereof is deducted from the faculty member's pool of paid sick days. If there remains no unused sick days in the pool, the days of absence are deducted from the faculty member's next paycheck.
6. Days of absence because of illness must be reported by the faculty member on the monthly time sheet, and receipt thereof verified by the division director with the accuracy affirmed to the extent of the director's knowledge.
7. The University's Human Resources Department maintains an accurate and updated record of all sick day accruals and usages.
8. Unused sick days through the time of the termination of employment, regardless of the

type of termination, are not included in the final pay of the terminated employee.

9. Former faculty members returning to Harris-Stowe State University will be considered as “first-time” employees in the determination of their sick leave eligibility and accrual of sick days.
10. A faculty member shall not accrue sick leave, vacation or seniority while in non-pay status.
11. If absence from work because of illness continues beyond one day, the faculty member should notify the division director every day thereafter that the illness continues and of the probable duration of that illness (based on reasonable medical advice). It should be noted that if beyond three (3) days, the division director has the right to require a physician’s written certificate of illness requiring absence.
12. Pregnancy-related leaves fall under the same category as sick leaves and are covered by the same general rules with the following additions.
 - a. Pregnancy-related leaves with or without pay (depending on whether or not the faculty member has unused sick days) and of whatever duration, will be granted upon the written statement of a physician confirming that such a leave is in the best interest of the faculty member’s health condition and indicating the possible duration of the leave.
 - b. Pregnancy-related leaves that extend beyond the faculty member’s accrued paid sick days shall become leaves without pay.
13. Absences for appointments with physicians or dentists are regarded as sick leave and may or not be with pay, depending upon whether or not the faculty member has unused paid sick days in his/her accrued pool of such days.

LEAVES OF ABSENCE WITH PAY

Personal Days

From time to time faculty members experience situations that require their attention away from the University. Therefore, personal days with pay may be granted. Two (2) personal days are granted in a fiscal year. These personal days do not accumulate from one year to the next.

Voting Leave

Employees shall be permitted to take the necessary time off (with pay) to vote in city, county, state and national elections as provided by law. Prior to Election Day, the faculty member is to contact his/her department chair or director to arrange for time off. Employees are entitled to three (3) consecutive hours to vote between the opening and closing of the polls. Example: The polls are open between 6:00 a.m. and 7:00 p.m. An employee's scheduled duty hours are 8:00 a.m. to 5:00 p.m. He/she could be allowed to report to work at 9:00 a.m. or allowed to leave work at 4:00 p.m. to permit three (3) consecutive hours for voting.

Civil Duty Leave and Jury Duty

Any full-time faculty member who is validly subpoenaed or summoned to appear involuntarily or serve as a juror in a judicial forum, or is compelled to appear before a judicial, legislative or administrative body with the civil power to compel attendance during regularly scheduled work hours, shall be entitled to receive leave with pay for the period of time necessary for such appearance.

Leave for University-Related Court Appearances and Hearings

Employees of the University shall be granted a leave with pay to comply with a subpoena or request to appear in Court or before a judge, any legislative committee or any officer, board or body authorized to conduct a hearing or inquiry, in matters arising out of employment at the University.

Bereavement Leave

Absences without loss of pay for up to three (3) consecutive work days for each death in the employee's immediate family shall be allowed. The immediate family is defined as father, mother, husband, wife, son, daughter, brother, sister, grandparents, grandchildren, in-laws and step-in-laws of the same degree; or any otherwise unnamed member of the employee's household and common law equivalent of the above. Suitable documentation must be provided.

Military Leave – National Guard or Any Reserve Component of the Armed Forces of the United States

A member of the National Guard or any reserve component of the armed forces of the United States is entitled to a leave of absence with pay, in addition to annual personal leave or personal compensation days, for days that such member is ordered to required military duty or training, not to exceed fifteen (15) calendar days in any one federal fiscal year.

This limitation does not apply to members of the National Guard engaged in the performance of required duty or training in the service of the State at the call of the Governor and as ordered by the Adjutant General. .

Professional Conference Leaves

The University recognizes the importance of faculty members being supported in their attendance at professional meetings. Leave with pay for attendance at professional conferences, which do not unduly interfere with the delivery of faculty services, may be granted by the Vice President of Academic Affairs. It is the responsibility of the faculty member to secure coverage for any course that will be missed.

Travel funds will be provided to support the participation of each full-time ranked faculty member in one professional meeting per year (within the contiguous 52 states), limited by available University resources. The faculty member may be funded for the most reasonable transportation, lodging, food costs and registration fees. Approval must be obtained in advance from the Vice President of Academic Affairs.

Job Injury/Disability Leave

Disability pay is granted by the University for the first three (3) days of disability caused by an injury covered by Workers' Compensation. Any time lost in excess of these three (3) days shall be paid under Workers' Compensation provisions. The faculty member shall have the option of requesting that the difference between his/her regular rate of pay and the compensation rate under Workers' Compensation provisions be charged to his/her unused sick leave or unused compensatory time.

Educational Leave

Leaves for ranked faculty members wishing to return to graduate school to complete an advanced degree are subject to the recommendation of the Vice President for Academic Affairs and the University President and are approved by the Board of Regents.

LEAVES OF ABSENCE WITHOUT PAY

Leaves of absences without pay may be granted by the University for a variety of reasons which usually fall into one of the following two general categories:

1. Leaves for illnesses for which the employee has no remaining paid personal compensation days or vacation days to cover the time lost from work.
2. Leaves for reasons other than illness.

With the exception of military leave, leaves without pay will be subject to the terms of the University's Family and Medical Leave Act Policy, or in rare cases, the Long-Term Leave Policy.

Short-Term Leaves

A short-term leave is a period of approved absence of no more than thirty (30) days which cannot be covered by either the faculty member's unused paid personal compensation days or his/her unused vacation days. Such leaves must be applied for within five (5) days of an uninterrupted absence. The application should be made directly to the faculty member's department chair or director and must be approved in writing by the Vice President for Academic Affairs and with immediate notification thereof to the Director of Human Resources.

Full-time, regular faculty who are granted short-term leaves or extended leaves without pay because of illness shall have their University group health, group life and group long-term disability insurance premiums paid by the University for a period of one (1) month for each full year of employment at the University, not to exceed a total of twelve months.

Ordinarily, a faculty member returning from a short-term leave will be reinstated to his/her former position.

Extended Leaves

An extended leave is a period of approved absence of more than thirty (30) days which also cannot be covered by either unused paid personal compensation days or unused vacation days. Extended leaves if not preceded by a short-term leave must be applied for within the first five (5) days of uninterrupted absence. If the extended leave follows a short-term leave because the reason for the leave is a continuing one, the application must be made prior to the ending of the preceding short-term leave. The application should be made directly to the faculty member's immediate supervisor and must be approved by the Vice President concerned, with immediate notification thereof to the Director of Human Resources. Extended leaves may or may not be approved depending on the office or departmental need as determined by the Vice President of Academic Affairs.

A faculty member returning from an extended leave normally will be given the first vacancy that occurs in a position similar in duties, responsibilities and salary to the one he/she left. If the reason for the extended leave was illness, a physician's certificate of health will be required before the faculty member can return to work. If an extended leave is because of illness or disability, and if the illness or disability continues uninterruptedly for six (6) calendar months, the faculty member will be placed automatically on long-term disability leave provided he/she

has not voluntarily resigned his/her employment at the University beforehand. Ordinarily, an extended leave shall not exceed six (6) months. It may, however, be extended for an additional six months at the sole discretion of the Vice President for Academic Affairs and the approval of the President.

Long-Term Leaves

A faculty member may apply to the Vice President for Academic Affairs for long-term leave after he/she has completed his/her period of family and medical leave and has used any remaining vacation days. Normally, long-term leave will not be granted in circumstances other than the disability of the faculty member. Leave must be approved by the President.

Conditions applicable to long-term disability leave are:

1. Leave is unpaid when sick leave pay is exhausted. However, the faculty member may receive insurance or Social Security payments, if eligible.
2. The University's obligation to make benefit payments ceases. No accrual of personal compensation days, vacation time, seniority or other employee benefit shall occur.
3. Disability must be certified by a physician. By applying for long-term leave, the faculty member consents to the University's examination of relevant medical records.
4. Should a faculty member wish to return to work, his/her ability to perform the essential functions of the position will be certified by a physician. The University reserves the right to have the employee examined, at its expense, by a physician of its choice. No entitlement to the faculty member's former position exists.

Compassionate Leave

For extreme and compelling reasons, the University may grant long-term leave to a faculty member for reasons other than medical disability. The terms of the leave shall be like disability leave, except that no certification by a physician is required and the faculty member will not be paid for any unused personal compensation days

Flexibility to Return to Work

When the conditions that made long-term leave necessary are resolved, the faculty member on leave may apply for any position for which he/she believes himself/herself to be qualified. The University has no obligation to restore the faculty member to his/her former position and shall evaluate the faculty member's application in the context of the current needs of the University.

Military Active Duty

For the purposes of this policy manual, military active duty is defined as service in any component of the armed forces of the United States, either in response to a draft or on a voluntary basis, requiring the faculty member to be absent from his/her employment at the University for any period of time. In order to be reinstated to the same or similar position, the faculty member must return to the University within ninety (90) days after his/her termination of military service.

JOB RELATED DISABILITY LEAVE (WORKERS' COMPENSATION)

Employees who suffer an injury caused by an accident or occupational disease arising out of and in the course of employment ("work-related injury") will receive benefits paid by the University according to the Workers' Compensation Law of the State of Missouri ("the Law"). Absence from duty resulting from a work-related injury will be compensated according to the Law. Employees who receive workers' compensation benefits for lost time from work due to a work-related injury are not eligible for additional sick leave or vacation benefits under this policy, except with respect to those employees whose average weekly wage as defined by the Law ("average weekly wage") exceeds the actual wage necessary to obtain the maximum total disability rate as defined by the Law ("maximum wage").

In addition to the benefits for temporary total disability allowed under the Law, an employee whose average weekly wage at the time of the work-related injury exceeds the maximum wage at the time of the work-related injury will receive in wages the difference between the employee's average weekly wage and the maximum wage during the time period such employee is entitled to temporary total disability benefits under the Law. This additional benefit provided herein does not affect an employee's wage rate for purposes of permanent disability benefits.

Disability pay is granted by the University for the first three (3) days of disability caused by an injury covered by Workers' Compensation. Any time lost in excess of these three (3) days shall be paid under Workers' Compensation provisions. The employee shall have the option of requesting that the difference between his/her regular rate of pay and the compensation rate under Workers' Compensation provisions be charged to his/her unused personal compensation days or unused compensatory time.

FAMILY AND MEDICAL LEAVE

The Board of Regents recognizes that leaves of absence are occasionally necessary due to family or medical reasons. The University has adopted detailed procedures to ensure compliance with the Family and Medical Leave Act of 1993 (FMLA). As provided by University regulations, eligible employees are entitled to use up to twelve (12) workweeks of unpaid leave for family and medical reasons. The Board of Regents has designated a University administrator to act as FMLA Compliance Officer. As part of its compliance program, the University will notify each employee of the name, address and telephone number of the University's FMLA Compliance Officer and will provide a statement of commitment to adhere to FMLA regulations. The FMLA Compliance Officer will regularly evaluate the University's FMLA compliance to ensure fair and equitable opportunities for all eligible employees.

Eligible Employees

Employees eligible for family and medical leave must:

1. Have been employed for a total of *at least* twelve (12) months (not necessarily consecutive); and
2. Have worked at least 1,250 hours during the twelve (12) months immediately preceding the commencement of the leave (for non-instructional staff and part-time staff); or
3. Have been considered full-time (for instructional staff); and
4. Be employed at a work-site where the employer employs at least fifty (50) employees within a 75-mile radius.

An eligible employee may take unpaid leave for the following reasons:

1. The birth of the employee's child (leave must be concluded within one (1) year of the date of birth).
2. The placement of a child with the employee for adoption, or foster care when foster placement is pursuant to State action (leave must be concluded within one (1) year of the date of placement).
3. The care of the employee's child (including biological, adopted, or foster care, step-child, legal ward, or child of a person standing in *loco parentis*, who is either under age 18, or age 18 or older and is incapable of self-care because of mental or physical disability), spouse or parent (including a person who stood in *loco parentis* to the employee when the employee was a child – but not parent “in-law”), who has a serious health condition.
4. The serious health condition of the employee that makes the employee unable to perform the essential functions of the employee's position.
5. Any qualifying exigency¹ arising out of the fact that the employee's spouse, son,

¹ A *qualifying exigency* is one of the following activities or conditions, occurring while the employee's spouse, son, daughter or parent is on active duty or call to active duty status in the National Guard or Reserves: short-notice

daughter or parent is a covered military servicemember² on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

6. The care for a covered servicemember with a serious injury or illness, if the employee is the spouse, son, daughter, parent or next of kin of the servicemember.

For purposes of FMLA policy, a serious health condition³ is defined as an illness, injury, impairment, or physical or mental condition that involves the following:

1. **Inpatient care** (overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care.
2. **Continuing treatment**⁴ by a health care provider⁵, including the following:
 - a. A period of incapacity of more than three consecutive calendar days and any subsequent treatment of period of incapacity relating to the same condition that also involves:
 - i. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under order of, or on referral by, a health care provider, or
 - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment⁶ under the supervision of a health care provider.

deployment (7 days or less from the date of deployment), military events and related activities, childcare and school activities (arranging for alternatives or changed circumstances), financial and legal arrangements, counseling, rest and recuperation (during period of deployment), post-deployment activities and additional activities agreed upon by the employer and employee.

² A *covered servicemember* is any **current** member of the Armed Forces, including the National Guard or Reserves.

³ Unless complications develop, *serious health condition* does not include cosmetic treatments, such as most treatments for acne or plastic surgery, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc. Treatment for substance abuse by a health care provider or on referral by a health care provider may be a serious health condition if the conditions of this policy are met. Absence due to use of the substance, rather than for treatment, does not qualify for FMLA leave.

⁴ *Treatment* includes, but is not limited to, examinations to determine if a serious health condition exists and evaluations of the condition. "Treatment" does not include routine physical, eye or dental examinations.

⁵ *Health care provider* includes doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (for limited purposes), nurse practitioners, nurse-midwives, clinical social workers, so long as they are licensed (if required by state law) and are performing within the scope of their practice as defined under state law; Christian Science practitioners listed with the First Church of Christ, Scientist, Boston, Massachusetts; any health care provider from whom an employer or a group health plan's benefit manager will accept certification to substantiate a claim for benefits; a health care provider as defined above who practices in a country other than the United States and is licensed in accordance with the laws of that country.

⁶ *Regimen of continuing treatment* includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. A "regimen of continuing treatment" that includes the taking of over-the-counter medications such as aspirins, antihistamines, or salves, or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

3. **Pregnancy or Prenatal Care** - Any period of incapacity due to pregnancy, or for prenatal care (even if the absence does not last more than three days and the employee or family member does not receive treatment from a health care provider during the absence);
4. **Chronic Conditions** - Any period of incapacity or treatment for such incapacity due to a chronic serious health condition (even if the absence does not last more than three days and the employee or family member does not receive treatment from a health care provider during the absence). A chronic serious health condition is one which:
 - a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - b. Continues over an extended period of time (including recurring episodes of a single underlying condition);
 - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
5. **Permanent or Long Term Conditions** - A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
6. **Multiple Treatments** - Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Length of FMLA Leave (All Employees)

An eligible employee is entitled to up to twelve (12) workweeks⁷ of unpaid leave within a twelve-month period without loss of seniority or benefits. When both spouses in a family work for the University, they will be entitled to a total of twelve (12) weeks of unpaid leave (rather than 12 weeks each) for the birth, adoption, or foster placement of a child, or to care for a parent with a serious health condition.

The amount of leave available to an employee at any given time will be calculated by using a "rolling" 12 month period measured backward from the date an employee uses any FMLA leave.

All leave taken under the policy and leave for any other reason that would qualify under

⁷ When an employee is not required to report for work for one or more weeks (e.g., instructional employees who do not report for work during Christmas/New Year holiday, or during the summer) such days do not count against the employee's FMLA leave.

FMLA (e.g., worker's compensation leave that qualifies as a serious health condition), will be counted against the employee's leave entitlement under FMLA.

When an employee is not required to report for work for one or more weeks (e.g. instructional employees who do not report for work during the Christmas/New Year holiday, or during summer), such days will not count against the employee's FMLA leave.

An eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a single twelve-month period, which begins on the first day the eligible employee requests this type of FMLA leave. The employee may take leave to care for a covered servicemember and leave for one of the other FMLA-qualifying reasons; however, in no event may an employee take more than 26 weeks of leave in a single twelve-month period.

Instructional Employees – End of Term Exceptions

If an instructional employee⁸ seeks leave for any purpose, including the employee's own serious health condition, of at least three (3) weeks in duration and the requested leave would begin more than five (5) weeks prior to the end of the academic term (school semester), the University may require the employee to continue taking leave until the end of the school term⁹, if the instructional staff member's return to employment would otherwise occur during the three (3) week period before the end of such term.

If the instructional employee seeks leave for any purpose other than the employee's own serious health condition, less than five (5) weeks prior to the end of the academic term, the University may require the staff member to continue taking leave to the end of the term, if the leave is greater than two (2) weeks in duration and the return to employment would occur within two (2) weeks prior to the end of the term.

If the instructional employee takes leave for any purpose other than the employee's own serious health condition, within three (3) weeks prior to the end of the term and duration of the leave is greater than five (5) days, the University may require the staff member to continue the leave until the end of the term.

When an employee is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

Coordination with Existing Leave Policies

During a leave related to the employee's serious health condition, the employee shall exhaust all available paid sick leave, personal leave or vacation before continuing such

⁸ *Instructional employee*, as defined by the FMLA, means a person employed principally in an instructional capacity, whose principal function is to teach and instruct students in a class, a small group, or an individual setting and includes athletic coaches, driving instructors and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aids who do not have as their principal function actual teaching or instructing, or auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily non-instructional employees.

⁹ When an employee is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

leave on an unpaid basis.

During a family or medical leave provided under this policy for all other FMLA-qualifying leave, an employee shall first exhaust all unused vacation or personal days before continuing such leave on an unpaid basis. This includes leave provided for under this policy for birth, placement of a child for adoption or foster care, or for care of a family member.

At the conclusion of a family or medical leave provided under this policy, an employee may elect to extend leave pursuant to the provision of other Board policies and regulations governing extended leave, so long as the employee is eligible for extended leave under such other policy or regulation. The amount of time taken for FMLA leave will be deducted from the period of leave available under other extended leave policies. Once the FMLA portion of the employee's leave has ended, and the employee has elected to continue on leave pursuant to another Board policy or regulation, the remaining portion of the leave will be governed by the provisions of the other policy or regulation with respect to compensation, benefits, reinstatement, and all other terms and conditions of employment as set forth in the other policy.

Certification

General Rule - If an employee takes a leave of absence because of the serious health condition of the employee or the employee's family member, the employee must submit to the Director of Human Resources, a written medical certification form (available in the Office of Human Resources) from a health care provider of the serious health condition. When the leave is for the employee's own serious health condition and the University provides a list of the employee's essential job functions, the employee's health care provider must certify that the employee is unable to perform an essential function of the employee's job. Failure to provide such certificate upon request may result in denial or delay of leave.

Upon receipt from the University, an employee has fifteen calendar days to return a complete and sufficient certification of the serious health condition. If the certification is incomplete or insufficient, as determined by the Director of Human Resources, the University shall state in writing the nature of the deficiency and grant the employee seven (7) additional calendar days to provide the University with a complete and sufficient certification. Failure to provide such certification within the specified time period may result in denial or delay of leave.

Deficiencies - In the event that the University determines an employee's certification remains either incomplete or insufficient, after the employee has been notified of any deficiencies and has been granted time to correct such deficiencies, the following individuals will be authorized to contact the employee's health care provider: (1) the University's own healthcare provider and (2) the Director of Human Resources. Under no circumstances will the employee's direct supervisor be permitted to contact the employee's health care provider to certify the employee's health condition. Should an employee deny the University the ability to communicate with the health care provider regarding an incomplete or insufficient certification, the employee will be denied FMLA leave.

Second/Third Opinions - The University reserves the right to require that the employee receive a second (and possibly a third) opinion from another health care provider (at the University's expense) certifying the serious health condition of the employee or the employee's family member. The University reserves the right to require that an employee provide the University with re-certification of the medical condition for which leave is taken.

Recertification – During the employee’s leave, the University may periodically seek a recertification, no less than once every thirty days, unless the duration of the leave is known to be longer, in which case the University will not seek recertification until the end of the known duration of FMLA leave. The general rule has three (3) exceptions, which permit the University to immediately seek a recertification from the employee. These include the following: (1) the employee requests a leave extension, (2) the circumstances necessitating leave change or (3) the University received information disputing the validity of an earlier certification.

Fitness for Duty - Before returning to work, an employee who is on leave of absence due to his/her own serious health condition must submit to the President/designee, a health care provider's written certification form that the employee is able to return to work (form available in the President/designee's office). Failure to provide such certification may result in the delay or denial of job restoration.

Intent to Return to Work - During the employee's leave, the University may also periodically inquire as to the employee's intent to return to work.

Documentation of Family Relationship - Employees requesting family leave, i.e., leave for the birth, adoption, or placement of a child for foster care, or to care for a child or parent with a serious health condition, pursuant to this policy may be requested to provide reasonable documentation of the family relationship.

Qualifying Exigency - The University may require an employee to provide certification with a copy of the covered military member’s active duty orders in support of a contingency operation, prior to permitting FMLA leave for a qualifying exigency. The University may also require the employee to certify, with reference to appropriate facts, that the reason for taking FMLA leave is permissible as it is one of the eight bases for taking qualifying exigency leave, as stated in note 1 above. The process for any such certification shall adhere to the procedure outlined for serious health conditions, listed above.

Care for Covered Servicemembers - The University may require certification completed by the covered servicemember’s health care provider prior to permitting an employee to use FMLA for the care of a covered servicemember. In addition to certifying the authenticity of the covered servicemember’s serious injury or illness, any certification must also identify the injury or illness as occurring in the line of duty while on active duty. The process for any such certification shall adhere to the procedure outlined for serious health conditions, listed above.

Possibility of Waiver of Certification - The University, at its sole discretion, may waive the certification requirements set forth in this Regulation, as the circumstances of each FMLA-leave request may permit. Under no circumstances shall the University’s exercise of its discretion be interpreted or construed as a permanent waiver of the certification requirements, but such requirements shall remain in full force and effect unless and until the University specifically modifies or eliminates this policy.

Intermittent or Reduced Leave

Birth or Placement - Leave taken under this policy for the birth of a child, the placement of a child for adoption or foster care, or to care for such child may be taken on an intermittent or reduced work schedule only with the approval of the Board of Regents.

Instructional Employees - Leave taken because of the employee or family member's serious health condition may be taken on an intermittent or reduced-schedule basis when medically necessary. If an employee seeks leave on an intermittent or reduced-schedule basis, the employee must submit medical certification, as discussed above, and additional certification from a health care provider that the intermittent or reduced-schedule leave is medically necessary.

If an instructional employee requests intermittent leave to care for a spouse, son, daughter, or parent, or for the serious health condition of the employee, that is foreseeable based on planned medical treatment, and the employee would be on leave for more than twenty percent (20%) of the total number of working days over the period of the leave, the University may require the employee to:

1. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
2. Transfer temporarily to an available position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

The employee must make a reasonable effort to schedule the treatment so that it is not unduly disruptive to University operations.

Insurance Premiums

During an employee's family or medical leave of absence, the University will continue to provide health, life, vision, and dental insurance coverage for employees who are eligible for insurance benefits. Voluntary deductions (employee contributions) for (dependent) insurance for health/life/vision/dental (and employee disability and/or supplemental life insurance) must be paid in full each month and received by the twenty-fifth (25th) day of the month. Payments are to be submitted to the Human Resources Office. Employees should contact the Human Resources Office regarding specific arrangements for making the required payments. Failure to make payments in a timely manner while on FMLA leave may result in the loss of any and all insurance coverage provided by the University to its employees.

Job Restoration

Upon return from family or medical leave in accordance with this policy, the employee will be returned to the same or an equivalent position with no loss in benefits that accrued prior to the leave of absence. An employee who does not return to work at the end of all authorized leave may be subject to termination.

If an employee fails to return to work after the period of unpaid family or medical leave has ended, the University may recover health insurance premiums paid under the group plan during the leave period, except in certain circumstances (e.g., continuing serious health condition of employee or family member needing care, or other circumstances beyond control of employee). The University may recover any other insurance premiums (e.g., premiums for supplemental life insurance or for dependent coverage), submitted on behalf of the employee, for which the University has not been reimbursed, either upon the employee's return to work or the employee's failure to return after unpaid family or medical leave has ended.

Employee Notification Requirements

An employee who can reasonably foresee the need to take family or medical leave is required to notify the University of the date of commencement and the expected duration of the leave at least thirty (30) days in advance of the leave, or if the need for the leave is not foreseeable, as soon as practicable. When the need for leave is foreseeable, an employee's failure to provide 30 days notice prior to taking leave may result in denial or delay of leave. An employee requesting leave under this policy should submit a completed application for leave form (forms available in the Human Resources Office) to the Director of Human Resources.

An employee who requests leave under this policy shall receive written notice of the specific expectations and obligations of the employee, and the consequences for failure to meet these obligations. Such written notice shall be provided within a reasonable time after the employee gives notice of the need for leave under this policy, usually within two (2) business days.

An employee who requests leave that qualifies as family or medical leave under this policy, and who does not specifically request leave under this policy, shall be notified that such leave has been designated, and will be counted, as FMLA leave. Such notification shall occur promptly, usually within two (2) business days after the University has become aware that the leave qualifies as FMLA leave. The notification may be oral or in writing; however, oral notification that the leave has been designated as FMLA leave will be confirmed in writing on or before the next payday, unless the next payday occurs less than one week after the oral notification, in which case, written confirmation will be provided on the subsequent payday.

University Notification Requirements

The University shall provide its employees with notice of their rights and responsibilities under the FMLA through use of the following Notices:

1. **General Notice** – A poster summarizing the FMLA entitlements shall be placed in an area accessible for employees and shall also be provided to each employee in the employee handbook.
2. **Eligibility Notice** – This Notice shall state whether the employee qualifies to take FMLA leave.
3. **Rights and Responsibilities Notice** – This Notice, issued in conjunction with the Eligibility Notice, will specify if a certification will be required from the employee, identify if paid leave will run together with the FMLA leave, address the procedure for making health insurance payments, the consequences of failing to make timely payments, and the employee's liability for repayment of health insurance premiums if the employee fails to return to work at the expiration of their FMLA leave. Finally, this Notice will explain the employee's right to return to the same or an equivalent job at the expiration of their FMLA leave. Both the Eligibility and Rights and Responsibilities Notices will be provided to all employees within five business days of when the University becomes aware of a potential FMLA situation.
4. **Designation Notice** – Within five business days of the University's receipt of sufficient information from the employee to make a determination, the University shall provide the employee with the Designation Notice, which shall inform the employee if the leave shall

be designated as FMLA leave. This Notice will designate the amount of leave counted against the employee's entitlement, specify if the FMLA leave will run concurrently with any accrued paid leave, and notify the employee if a fitness-for-duty exam will be required prior to returning to work.

Family and Medical Leave Information

The foregoing regulation presents the pertinent provisions of the Family and Medical Leave Act of 1993 and complies with the requirements of the Act. If any employee desires additional information or explanation of the procedures and provisions of the Act, he/she is encouraged to seek additional information by obtaining a copy of the Act through the Human Resources Office or arranging a conference with the Director of Human Resources.

SABBATICAL LEAVES

In an effort to provide opportunities for the professional development of both the University and the faculty member, Harris-Stowe State University may provide the opportunity to apply for paid sabbatical leaves of absences. Each year, as funds may be available, paid leaves of absence may be awarded to faculty members whose applications have been approved.

Eligibility

Only full-time, regular, tenured faculty members are eligible for sabbatical leaves. Following the sixth (6th) year of satisfactory, full-time faculty employment at Harris-Stowe State University, a member with the rank of Assistant Professor or higher shall be eligible to apply for a sabbatical leave and shall be eligible for such consideration at the end of every six (6) years following a granted sabbatical leave.

1. In each case the sabbatical leave, if granted, must be taken during the academic year following its approval.
2. Satisfactory service rendered as a regular, full-time faculty member shall be included as a part of the required six (6) years of service for application for a sabbatical leave.

Length of Sabbatical

A sabbatical leave shall be for a period of one or two successive semesters.

1. Sabbatical leave may begin either at the beginning of the academic year or at the beginning of the second semester of that year.
2. In no instance may a sabbatical leave extend beyond the end of the academic year for which it was granted.
3. Time spent on sabbatical leave shall be counted as time in rank for advancement in academic rank.

Compensation

Faculty members on a one (1) semester sabbatical leave shall receive their full annual base salary as cited in their faculty contracts for the academic year of their sabbatical leave. Faculty members on a two (2) semester sabbatical leave shall receive one half of the annual base salary for that academic year.

1. Annual base salary does not include extra compensation such as overload pay and administrative supplemental pay.
2. Annual base salary whether one half or full, includes all University benefits.
3. In the event that the faculty member receives pay for services performed during his/or sabbatical project from an outside source, appropriate leave compensation adjustments may be made by the University.

Conditions and Obligations

Sabbatical leaves are granted in accordance with the University Policy on Sabbatical Leaves. Such leaves are granted by the Board of Regents on the recommendation of the President. The Vice President for Academic Affairs and the appropriate division director as a group shall review the faculty member's application and shall submit a written recommendation to the President with regard to the following:

1. The degree to which the activities in which the faculty member proposes to be engaged will advance his/her academic competence.
2. The degree to which the applicant's growth in academic competence will benefit the University in the exercise of its mission and purposes.

The recipient of a sabbatical leave is obligated to return to the University upon conclusion of his/her sabbatical leave for a period of at least one (1) academic year - unless there is a written mutual agreement to the contrary.

Following a return from sabbatical leave, the faculty member is required to file a detailed report of his/her sabbatical leave activities with the Vice President for Academic Affairs, in accordance with the terms and conditions set forth in the sabbatical project proposal.

Guidelines for Sabbatical Leave Requests

All requests for sabbatical leaves must be submitted to the Vice President for Academic Affairs on or before the dates indicated below:

1. **For Leaves Starting with the Spring Semester:**
Deadline date for submission of requests - September 1.
2. **For Leaves Starting with the Fall Semester:**
Deadline date for submission of requests - January 1.

The applicant must submit a formal application that provides the following information:

1. Name of applicant
2. Academic division of applicant
3. Academic rank (current) of applicant
4. Applicant's initial date of appointment to the University's regular, ranked faculty
5. Dates of all previous sabbatical leaves
6. Number of semesters of sabbatical leave requested and the academic year involved
7. General outline of the proposed sabbatical leave project, setting forth:
 - a. Project goals and objections

- b. Project activities showing their direct relationship to the project goals and objectives
- c. A brief statement setting forth the applicant's previous professional or scholarly work which pertains to the projected work during the sabbatical leave period
- d. A general statement setting forth the anticipated benefits both to the University and the applicant accruing from the requested leave

The appropriate academic program director shall provide the Sabbatical Leave Committee with a brief statement which shows how the applicant's duties during the sabbatical leave period will be covered.

Restrictions and Limitations

During any given semester, no more than two (2) sabbatical leaves can occur. In such cases, no two (2) leaves can occur in the same division or unit if such leaves would mitigate adversely against the operation of that division or unit.

During a full academic year leave, the applicant shall receive one half of his/her base annual salary for that year. He/she shall receive all University-paid benefits.

During a one-semester leave, the applicant shall receive his/her full base annual salary. He/she shall receive all University-paid benefits.

Procedures for Granting Sabbatical Leaves

All written applications for sabbatical leaves shall be reviewed by a Sabbatical Leave Committee appointed by the President. The Committee shall submit its recommendations and rationale therefore as to whether or not the leave should be granted to the Vice President for Academic Affairs for review and further recommendation to the President.

The Sabbatical Leave Committee shall arrive at its recommendations regarding sabbatical leave requests on the basis of the following general criteria:

1. Like benefits to the University
2. Likely benefits to the applicant
3. Professional and scholarly experience of the applicant relative to the proposed leave project

The Sabbatical Leave Committee must complete its review and recommendations within two (2) weeks of receipt of the written application.

The Vice President for Academic Affairs must complete his/her review and recommendations regarding the Sabbatical Committee's recommendations within two (2) weeks of receipt of the Committee report

The President will present his/her review and recommendations to the Board of Regents for final action at the Board's next regular meeting following receipt of the Vice President's report.

FACULTY EXCHANGE PROGRAM

The coordinating official of the Faculty Exchange program is the Vice President for Academic Affairs. Eligibility for participation in such a program is essentially the same as that for leaves granted by the University. Additionally, the following guidelines will apply:

1. This policy includes a possible exchange of qualified personnel between educational institutions, as well as between other institutions such as government agencies and business and industrial firms.
2. The faculty member's participation in the exchange is partially contingent upon the availability of a satisfactory replacement to assume his/her duties for the duration of the absence.
3. The exchange replacement is subject to the same scrutiny as are prospective candidates for permanent positions at the University.
4. Salary, retirement contributions and fringe benefits will be paid by the University to its faculty members who are on the exchange and the exchange replacements will be paid by their institutions.
5. Participation in the Faculty Exchange Program in no way affects the eligibility of the exchange faculty member under the sabbatical and/or educational leave policy now in effect, nor will it affect the faculty member's eligibility for promotion; i.e., the year on the exchange program should be equated to a year of service to the University.
6. The Faculty Exchange Program in no way affects the institution's level of support for the sabbatical and/or educational leaves.

Participation is a privilege not an automatic right.

FACULTY GRIEVANCE PROCEDURE

A "grievance" is a complaint by a faculty member of alleged unfair treatment by his/her employer or a fellow employee. If any faculty member believes that he/she has been unfairly treated through the misapplication of the provisions of the Faculty Personnel Policies and Procedures Manual, any Board rule or regulation, administrative action or through the actions of another employee, which adversely affect the faculty member's status, he/she may have recourse in the following procedures:

Step 1

The faculty member shall first discuss the matter with the Director of Human Resources and the Division Director with the objective of resolving the matter informally. If the matter is not resolved informally, the faculty member may present a written statement to the Division Director within ten (10) days after the original conference. This written statement must set forth briefly the facts constituting the complaint(s). These facts include:

1. What specifically was or was not done.
2. The name(s) of the person(s) involved in the incident.
3. The faculty personnel policy or procedure, Board rule or regulation, administrative action or other employee's action involved.
4. The remedy or action requested as redress to the grievance.

Step 2

The Division Director is required to conduct an investigation and within ten (10) workdays after receipt of the written grievance, submit a written report of his/her response to the aggrieved faculty member with a copy to the Vice President for Academic Affairs. The written report shall identify the issue(s) in the grievance and the action(s) taken to resolve it.

Step 3

If the faculty member believes that Step 2 has not resulted in a satisfactory redress of the grievance, such faculty member shall, within ten (10) workdays of receipt of the written report, submit the written grievance to the Vice President for Academic Affairs citing his/her reason(s) for not accepting the response of the Division Director.

Step 4

The Vice President for Academic Affairs shall promptly refer the grievance to a Faculty Grievance Committee for investigation who shall be selected by the University President/designee. The Committee shall immediately conduct an investigation and will decide the kinds of records that should be kept to insure a complete, accurate and confidential database. The Committee may also seek to bring about a settlement of the issue(s) that is satisfactory to the parties involved. If a settlement is not possible, the Committee shall complete the investigation within twenty (20) workdays from the appointment of the Committee and submit its findings and

recommendations to the Vice President for Academic Affairs. A copy of such findings and recommendations will be sent to the grievant.

Step 5

The Vice President for Academic Affairs shall review the findings and recommendations of the Committee and shall confer with the grievant. Within ten (10) workdays of the referral, the Vice President for Academic Affairs shall notify the grievant of his/her decision.

Step 6

If the grievant is dissatisfied with the decision of the Vice President for Academic Affairs, he/she may appeal to the President. The President, after review of all the documents and recommendations, shall make a decision and notify the grievant. The President's decision is final and no further appeal may be taken except in cases involving denial of promotions, denial of tenure, suspensions in excess of two (2) weeks, demotions and terminations.

Step 7

If the grievance involves denial of a promotion, denial of tenure, suspension in excess of two (2) weeks, demotion or a termination, and the faculty member is not satisfied with the decision of the President, he/she may appeal to the Board of Regents. Appeals of this nature will be heard at the Board's discretion. Appeals must be filed with the Secretary of the Board within ten (10) workdays of the President's decision. The Board will cause a due process hearing to be held on the issues presented within sixty (60) calendar days of the filing of the appeal. The hearing may be held by three (3) or more members of the Board. However, if the matter is heard by less than the full Board, the members hearing the matter shall take recommendations to the entire Board and the Board, after a review of the record and the recommendations, shall render a decision in writing containing specific findings of fact, conclusions and a decision. Such decision shall be mailed to the parties at their address of record. The decision of the Board of Regents shall be final, subject to appeal to the Courts as permitted by law.

FACULTY REDUCTION IN FORCE

In the event of a financial exigency, or a discontinuance of a program or department, or a decrease in student enrollment, the personnel holding the affected positions may be laid off without pay or their appointments may be terminated.

Tenured faculty members should be given every opportunity to readapt within a department or elsewhere within the University. Consistent with the financial constraints of the University, institutional resources may be made available for assistance in such faculty re-adaptation. However, such assignments of faculty members must be acceptable to the receiving division.

Layoff List

The Vice President of Academic Affairs, with the approval of the President and in accordance with this directive, shall draw up the layoff list based on the program needs of the University and with regard to seniority within the area in which layoffs are to occur. However, due and reasonable regard for the University's commitment to affirmative action and civil rights compliance will be given.

1. Regular adjunct faculty shall be laid off first.
2. Faculty members who are not on tenure track shall be laid off next.
3. Faculty members shall be laid off next based on the program needs of the University.
4. Tenure faculty members shall be laid off next based on the program needs of the University.
5. Thereafter, faculty members shall be laid off on the basis of University seniority.

Pay and Benefits

Laid off faculty members shall receive all pay due up to the date of layoff, except unused sick days.

Recall

Faculty members who are laid off shall be considered for recall within two (2) years from the date of layoff. If a position is not available within two (2) years of the layoff, the employment relationship will expire.

CONFLICT OF INTEREST POLICY

The prohibition against conflicts and apparent conflicts of interest includes but is not limited to:

1. Employees shall not engage in or have a substantial interest in furnishing of real or personal property, commodity, equipment, supplies or services, outside school representatives. A substantial interest includes ownership by the employee, the employee's spouse or a member of the employee's household of ten percent (10%) or more of a business entity or annual receipt by the employee, employee's spouse, or member of the employee's household of \$1,000 or more in salary or other remuneration from a business entity. A business entity in which a University employee has a substantial interest may do business with the University provided competitive bids are obtained and the lowest bid is accepted.
2. Employees shall not make use of mailing lists or other information gained solely as a result of the employee's position with the University to either sell directly or indirectly services or merchandise to students or their parents who reside within the University. As provided by Board policy, this prohibition does not apply to student tutoring.
3. Employees shall not solicit or receive any payment or thing of value which might influence performance of the employee's duties.
4. Employees shall not disclose to any person, not otherwise entitled, information gained by virtue of the employee's duties or otherwise use such information for personal gain.
5. Employees shall not engage in outside employment which interferes with performance of the employee's duties. This prohibition includes outside employment which is performed during school hours or involves the use of school resources.

If an employee is in doubt concerning whether certain acts violate this regulation, the employee must seek an opinion from the President.

EMPLOYEE PERSONNEL RECORDS

Employee Records and the Release of Employee Information

Employee personnel records are the property of the University. The University may grant access to an employee's personnel record items including the employee's original resume, academic transcripts, record of sick days and vacation days utilized, and other materials which the employee has asked to be placed in the personnel record.

Release of Faculty Member to Respond to Items Contained in Personnel Records

Except as required by law, employee information shall not be released to anyone other than University officials in a need-to-know status, without the written authorization of the employee concerned. The following exception is made:

Reference Inquiries - Requests from outside agencies concerning the work record and service of current or former employees of Harris-Stowe State University shall be responded to only by the Human Resources Office, and unless there is a court order, shall be limited to the employee's service date and position or job title. All other employee information is considered confidential and may be released to other than need-to-know University officials only upon written authorization from the employee or former employee concerned.

Right of Faculty Member to Respond to Items Contained in Personnel Records

A faculty member may submit and have inserted into their personnel file a statement which clarifies any material in the file which the faculty member believes is inaccurate. Said clarification shall be maintained so long as the disputed material is maintained.

CREATIVE WORKS POLICY

Creative Works Undertaken on Individual Initiative

When inventions (including, but not limited to, apparatus, processes and developments) which may be subject to patent protection ("patents"), works which may be subject to copyright protection ("copyrights"), materials or products, including, but not limited to, all patents or copyrights of commercial value, are produced by a faculty member on his/her own initiative and outside of the scope of his /her employment, such patents, copyrights, materials or products shall remain the exclusive property of the faculty member. He/she shall have the sole right of ownership and disposition thereof. In the production of such patents, copyrights, materials or products (excepting scholarly articles and monographs, including textbooks), the faculty member shall reimburse the University in all cases involving the substantial use of University resources. Use of the following resources by the faculty member shall constitute substantial use, and the faculty member shall keep accurate and detailed records reflecting his/her use of the resources (records of utilization must include actual hours or quantity of use and estimate or actual cost or value of each resource used):

1. University secretarial services and long distance telephone calls
2. Supplies, including but not limited to postage, plant and animal specimens, chemical supplies, paper, copying costs, etc.
3. Video movie cameras and other photographic equipment or film, studio space, personnel, electronic music synthesizers and other supplies
4. Mainframe computer or other specialized computer equipment, computer software, video-audio tapes, blank diskettes, blank film, blank video-audio tapes
5. Any other specialized University equipment or facility

The following resources may be used by the faculty member on projects of their own initiative and are not considered to be a substantial use of University resources:

1. Personal office space
2. Local telephone calls
3. Personal computers
4. Word-processors (but not secretarial services)
5. Library facilities
6. Other faculty or staff members as voluntary consultants

Creative Works Undertaken on Combination of Individual Initiative and University Support

In many instances, projects which result in inventions which may be subject to patent protection, works which may be subject to copyright protection or materials which otherwise have commercial value may involve both individual initiative and University support. The most common of these involve reassigned (released) time from normal responsibilities. In these cases (excepting reassigned time for research) an agreement will be reached in advance and signed by the faculty member and the Vice President for Academic Affairs. The agreement will set forth the provisions for equity and ownership of invention, work or materials produced. Any income that may be derived from the sale, assignment, licensing or rental of such invention, work or materials will be divided between the faculty member and the University in the manner specified in the agreement.

If agreement cannot be reached by the faculty member and the administration, the matter shall be resolved by a committee of the total faculty group and the administration. All interest in patents, copyrights or materials created by a faculty member pursuant to a grant, fellowship, research project or other creative effort funded in whole or in part by sources external to the University will be governed by the terms of the document committing the external sources to financially supporting the project.

Income Derived from Creative Works

Fifty percent of any net income due and received by the University shall be returned to the department in which the faculty member holds appointment to be used by that department as it sees fit.

Family Educational Rights and Privacy Act (FERPA)

Overview

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under applicable programs of the U.S. Department of Education. All members of the faculty and staff at Harris-Stowe State University are, therefore, expected to protect the privacy rights of students and their families by restricting access to student information in the absence of the written consent of the student. This may include restricting the access of parents and University personnel who do not need to have access to the information.

The following guidelines provide basic information for faculty members that should guide their handling of student records. **The University Registrar is available to answer any questions related to FERPA and more information about FERPA is available online at <http://www2.ed.gov>.**

General Guidelines

1. Official student records should not be shared with anyone without the student's written consent – this includes the student's parents, other institutions or University personnel who do not need to have access to the information for a legitimate educational reason.
2. Faculty members should request and keep only student records that are necessary for their teaching and advising duties.
3. Gradebooks should not be left open in readily accessible areas and student records that are kept within the individual academic departments should be kept in locked, fireproof cabinets.
4. Student grades and scores should not be publicly displayed with names, partial Social Security numbers or other identifying information. Posted grades should utilize a code that is known only to the student and to the faculty member.
5. Student records should never be duplicated and/or printed from the University student information system and given to students, parents or other institutions. All requests for student information should be handled by the University Registrar.
6. Student records that contain personal student information such as names or social security numbers should only be discarded by shredding.
7. All questions or concerns regarding student records or FERPA should be addressed to the University Registrar.

MISCELLANEOUS

Travel and Reimbursement

It is the policy of the Board of Regents to pay reasonable travel expenses for those who travel on University business and whose trip has been approved in advance by the University's President/designee. These expenses include documented fees for registration, transportation, meals, lodging, tolls and parking charges. Expenses are reimbursed only when the employee properly documents and submits receipts for qualifying expenses and those expenses are approved by the President/designee.

Computer System

The University maintains a computer/software system for the use of faculty and staff members in conducting University business. The intended use of the system is to provide hardware and software that will enable individuals within the University to perform their jobs as efficiently as possible. To ensure the integrity of the system and to avoid downtime to as great an extent as possible, individual users of the system are not to add any unauthorized software to the system, or their University workplace personal computer, without first obtaining the approval of the information systems department. Failure to obtain approval and have the software debugged may result in damage to the computer system.

The University's system is provided for business use and as such, the University maintains the right, as it does with electronic mail and voice mail, to monitor and view any and all documents on the system at any time, with or without notice to the originator, the recipient or the intended recipient. Finally, any tampering or other destructive acts may result in disciplinary action, up to and possibly including termination.

Emeritus Status

It is the policy of the University to grant Emeritus/Emerita status to all retired ranked faculty. Emeriti privileges include:

1. Emeritus/Emerita identification card
2. Use of the University library
3. Free attendance at all University programs and athletic events
4. Identification in appropriate University publications
5. Bookstore privileges
6. Use of physical facilities during posted hours and with adequate supervision
7. Tuition remission
8. The opportunity to serve as an adjunct faculty member

Employees with Communicable Diseases

An employee may be excluded from work if the employee (1) has, or has been exposed to, an acute (short duration) or chronic (long duration) contagious or infectious disease, and (2) is liable to transmit the contagious or infectious disease, unless the Board of Regents/designee has determined, based upon medical evidence, that the employee:

1. No longer has the disease
2. Is not in the contagious or infectious stage of an acute disease
3. Has a chronic infectious disease that poses little risk of transmission in the University environment with reasonable precautions

University officials may require an employee suspected of having a contagious or infectious disease to be examined by a physician and may exclude the employee from work, in accordance with the procedures authorized by this policy, so long as there is a substantial risk of transmission of the disease in the University environment.

Employees with acute or chronic contagious or infectious diseases have a right to privacy and confidentiality. Only staff members who have a medical reason to know the identity and condition of such employees will be informed. Willful or negligent disclosure of confidential information about an employee's medical condition by staff members will be cause for disciplinary action.

The University will implement reporting and disease outbreak control measures in accordance with the provisions of Missouri Department of Health.

Electronic Mail (E-mail and Voice Mail)

E-mail and voice mail are available for use by employees for business purposes. The use of e-mail or voice mail to communicate inappropriate or offensive messages is prohibited. Any unauthorized use of e-mail or voice mail may result in disciplinary action, up to and including termination.

E-mail and voice mail communications may be recorded, reproduced, copied or duplicated and stored by the University for an indefinite period of time. Stored e-mail and voice mail communications are subject to review by the University at any time with or without notice to the originator, recipient or intended recipient of the communication.

Jokes, pictures or other materials that may be considered offensive are never appropriate and are not to be sent using the University's e-mail or interoffice delivery system, nor are jokes or other messages that may be considered offensive to be sent using the University's voice mail system. Noncompliance with this policy will result in disciplinary action and could result, in certain circumstances, in termination.

No Smoking Policy

To limit exposure to tobacco smoke, Harris-Stowe State University has established a **NO SMOKING POLICY** in all campus interior spaces and all exterior hazardous areas

containing, or in close proximity to, flammable liquids, gases or vapors, including garages, maintenance shops and mechanical rooms. It is the responsibility of all administrators, faculty, staff and students to enforce the University's smoking policy. If an individual has a particular problem, that individual may request the help of Security in enforcing the policy.

Employee Safety and Protection

Safety - Employees are urged to avoid all unsafe practices and to report any unsafe working condition noted to their immediate supervisor.

Fire - The alarm for fire in the building is a loud alarm siren. When such an alarm is sounded, employees must evacuate the building as quickly as possible in an orderly manner using the nearest exit.

Windstorm - The alarm for a windstorm is an announcement over the public address system. When such an announcement is made, employees must go immediately to the ground floor corridor directly facing the cafeteria, using the fastest route and in an orderly manner.

Protection - The security function at the University is performed by security guards. These officers can be radio dispatched to any location within a few minutes by contacting the switchboard operator or Public Safety Office. If an employee wishes an escort to or from his/her automobile, one will be provided by the security department upon request by calling in advance of the expected departure. Moreover, when an employee notices an unauthorized person(s) in the building, he/she should contact the security department through the switchboard immediately for the proper handling of the situation.

Private, State and Federal Funding

Where appropriate the University will seek to participate in private, state and federal grant programs as recommended by the Administration.

Grants from outside agencies are to be related to the needs and priorities of the University in the form of program improvement. Outside funds are to be regarded as supplemental in nature, intended to enhance or augment the usual efforts toward desired goals, quality of learning, in-service education, or capital improvement. Grants may lead to research and development that will be of value to the University. All such funds will be deposited, accounted, and reported through the University's accounting office. The Board directs that the administration keep financial and program records to document the compliance with all state and federal requirements and to corroborate program success.

All employees of the University who plan to apply to an outside agency (private, corporate, or governmental) for grants or other types of funds for University use must clear the request with the President/designee before submission to the source of funding.

Grants cannot be requested that would require University expenditures not budgeted in the current fiscal year. University funds may not be obligated in advance for future years by the terms of a grant without prior President/designee approval.