

# Faculty Handbook

## 2023-2024



*The Morningside University experience cultivates a passion for life-long learning and a dedication to ethical leadership and civic responsibility.*

## **Faculty Handbook**

This handbook (which is subject to revision from time to time) is not necessarily up-to-date at all times. Therefore, all employees must abide by the most recent policy decisions, even though they may not be printed in this handbook. Further, it should be stated that this is a summary and many of the items listed here are amplified and/or supplemented in the University catalog and by other documents prepared by the administration. Such changes may take effect whenever the administration makes its decision, and this may be before the handbook can be republished. Any changes in the handbook will be made known to you by administrative memo or handbook revision or other appropriate notices. Policies with the most recent revision date will be binding. In all cases, the most recent official statement of the University establishes the current binding policies; and since this handbook is not reprinted with every change of policy, you may have to check with your department supervisor as to the policy in force at the moment.

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## Titles and Names

The following is a current list of names of employees in the positions which are mentioned in this handbook. Updates will be provided as needed.

President of Morningside University Lewis Hall – 118 .....	Dr. Albert Mosley x5100
Provost and VP for Academic Affairs Lewis Hall – 116 .....	Dr. Christopher L. Spicer x5103
V.P. for Business and Finance Lewis Hall – 102 .....	Mr. Paul W. Trefth x5221
Chief of Staff and V.P. for University Engagement Krone Center – 115. ....	Dr. Erin M. Edlund x5411
V.P. of Student Life/Enrollment Lewis Hall – 120 .....	Ms. Terri Curry x5259
V.P. for Institutional Advancement Lewis Hall – 219. ....	Mr. Paul K. Erbes x5260
V.P. and Chief Information Officer Roadman Hall .....	Mr. Mark B. Lumsden .x5656
Athletic Department Receptionist HPER Center .....	Ms. Wendy Wilde x5192
Equal Employment Officer Lewis Hall – 102 .....	Mr. Paul W. Trefth x5128
Associate Vice President for Admissions Lewis Hall – 106. ....	Ms. Stephanie Peters x5261
Director of Campus Safety & Security HJF Learning Center – 109 .....	Mr. Brett Lyon .x5500
Director of Human Resources Lewis Hall – 103B .....	Ms. Cindy Welp x5114
Director of Physical Plant Maintenance Building .....	Jason Reynoldson x5113
Payroll/Administrative Coordinator Lewis Hall – 100 .....	Ms. Brenda Woodbury x5142
Tuition Exchange Liaison Officer Lewis Hall – 206 .....	Ms. Karen K. Wiese .x5272
Title IX Coordinator Lewis Hall – 120 .....	Dr. Beth L. Boettcher x5034

### **Titles and Names (continued)**

The following is a current list of names of key members of Academic Affairs:

Academic Affairs Coordinator Lewis Hall – 116 . . . . .	Ms. Karrie A. Alvarez .x5103
Associate VP for Academic Affairs Lewis Hall – 116. . . . .	Dr. Brian McFarland .x5388
Dean of Nylen School of Nursing Buhler Rohlfs Hall – 315. . . . .	Dr. Jacklyn R. Barber .x5297
Dean of School of Arts & Sciences Lewis Hall – 116. . . . .	Dr. Brian McFarland .x5388
Dean of School of Professional Studies Lewis Hall – 116. . . . .	Dr. Christopher L. Spicer .x5103
Dean of School of Visual and Performing Arts MacCollin – 200 . . . . .	Dr. Heath Weber .x5514
Dean of Sharon Walker School of Education Buhler Rohlfs Hall – 213 . . . . .	Dr. Kelly Chaney .x5375
Dean of School of Business Lincoln Center – 110. . . . .	Dr. Darrel Sandall .x5290
Provost and Vice President for Academic Affairs Lewis Hall – 116. . . . .	Dr. Christopher L. Spicer .x5103
Registrar Lewis Hall – 104. . . . .	Ms. Jennifer Dolphin .x5274
Associate Dean of Advising and Coord. of Disability Services Lewis Hall – 120. . . . .	Dr. Beth L. Boettcher .x5034

## **I. THE ACADEMIC COMMUNITY**

### **STATEMENT OF MISSION**

The Morningside University experience cultivates a passion for life-long learning and a dedication to ethical leadership and civic responsibility.

### **VISION STATEMENT**

The University is a student-oriented participatory community, offering liberal arts curriculum combined with a diverse array of practical experiences. The goal is the development of the whole person through an emphasis on critical thinking, effective communication, cultural understanding, practical wisdom, and ethical action. The Morningside University graduate is equipped for both personal and professional success.

### **BOARD OF DIRECTORS**

The Board of Directors have and exercise all those corporate powers prescribed by law. Its ultimate authority is affirmed through its general, academic, and financial policy-making functions and its responsibilities for the corporation's financial health and welfare. The Board of Directors shall have the authority to carry out all lawful functions that are authorized by law or permitted by its Bylaws or by the Articles of Incorporation.

The board of directors shall consist of no fewer than 25 and no more than 45 persons. The president of the university, the resident Bishop of the Iowa Conference of the United Methodist Church or his/her designate and 3 other persons recommended by the Governance Committee to the Bishop, the duly elected representative of the Morningside University Alumni Association, the duly elected representative of the academic faculty of the university, and the duly elected student body president of the university, shall all be ex-officio members of the board of directors with all rights, powers and responsibilities of elected members of the board.

### **PRESIDENT OF THE UNIVERSITY**

The President of the University is appointed by the Board of Directors to implement policies established by the Board and to administer the affairs of the University. The President appoints administrative officers to carry out functions appropriate to their offices. The President acts in regard to the hiring, promotion, and the tenure of faculty persons after consultation with the Provost and other appropriate persons.

### **PROVOST AND VP FOR ACADEMIC AFFAIRS**

The Provost and VP for Academic Affairs acts for the President in the President's absence. The Provost plans, implements, and evaluates academic policy and programs. The Provost evaluates and recruits faculty, develops and manages the academic budget, and serves in an advisory capacity on several faculty committees.

## **ACADEMIC DEANS**

An academic dean is a full-time administrator with significant academic expertise, background, and leadership experience who serves as the head of a School of the University and has general administrative responsibility for all aspects of that School. Academic deans lead the faculty and academic staff of each School, serve as both an advocate and liaison between students, faculty, other staff members, and senior administration of the University, and assist the Provost in managing the academic affairs of the University. Academic deans lead innovation efforts and implement new ideas and plans to advance the strategic direction and initiatives of the School, in line with the overall mission and vision of the university, and aid in the recruitment and retention of students and the marketing of academic programs. Deans oversee the departmental budgets of their Schools; work with their respective faculty on curriculum and internal/external program reviews; oversee School hirings, faculty loads, and evaluations; engage with external constituencies to develop and strengthen relationships through the promotion of their Schools and the securing of resources; and develop and maintain the culture of their individual Schools. Academic deans report to the Provost and the President.

## **DEPARTMENT HEADS**

A Department Head is a full-time faculty member tasked with performing additional administrative duties within their academic Schools. Department Heads are appointed by the Provost in consultation with the dean to three-year terms [with the possibility of reappointment to more than one term] and may rotate amongst faculty members of the department. Department Heads serve as a liaison between students, faculty, and staff and support initiatives set forth by their dean and the University. In collaboration with their academic dean, Department Heads manage their departmental budgets; set the department curricular offerings and faculty course loads; provide Department Head evaluations of their faculty; oversee periodic programmatic reviews of their programs; and work to resolve student and faculty concerns within their departments. Department Heads work to hire, orient, mentor, and evaluate full and part-time faculty when needed. Department Heads also build community and organizational relationships to support departmental needs. Department Heads report to the dean of their School.

## **OTHER ADMINISTRATION**

The principal additional administrative officers appointed by the President are the Vice President for Business and Finance, who supervises financial matters; the Vice President for Institutional Advancement, who directs institutional advancement and alumni affairs; the Vice President of Student Life/Enrollment, who is responsible for the offices of student services, admissions, athletics, and student financial planning; the Chief Information Officer who oversees information technology; and the Vice President for University Engagement who oversees marketing and communication.

## **II. THE FACULTY**

### **RESPONSIBILITIES**

The primary responsibility of the Morningside University faculty is teaching and preparation for teaching. Other responsibilities include advising students and assisting in registration; conducting appropriate scholarly or creative activities; participating in institutional governance; aiding the basic aims of the University; and supporting the institution in the pursuance of these aims.

#### **A. Availability**

Personal presence is part of Morningside University's culture. There is an expectation that faculty will make themselves available to students for face-to-face contact outside of class. In general, availability can take a variety of forms including weekly office hours, appointment, email, electronic networks, or phone contact. Faculty are required to establish and advertise a clear availability policy that includes opportunities for face-to-face contact. The location, times and how the faculty will be available should be in the course syllabus and announced during course orientation. Faculty who are unavoidably absent or not reasonably available should notify students, indicating alternatives for meeting or communicating.

#### **B. Faculty Presence**

Faculty should avoid missing class sessions without compelling reasons. A pattern of absences which abuse university policies may be grounds for sanction. Faculty are also expected to attend department meetings, division meetings, faculty committee meetings, and meetings of the faculty unless unavoidably prevented by illness, family responsibilities, or other justifiable reasons.

#### **C. Grading Policy**

Grades should reflect a student's achievement, performance, or mastery of the course. Such factors as effort, self-esteem, or placement prospects should be extraneous to the assignment of grades. 1) Grades should be assigned in a manner consistent with the definition of the grade in the university catalog (e.g., an A should be awarded only if a student's performance achieved excellence). 2) Faculty members are required to submit to the Provost's office a syllabus for each course being taught. The syllabus will explain the expected levels of performance associated with each grade. 3) Morningside agrees with the AAUP policy of protection against improper academic evaluation: "Students should have protection through orderly procedures against prejudiced or capricious academic evaluation. At the same time, they are responsible for maintaining standards of academic performance established for each course in which they are enrolled."

Letter grades should be defined as follows:

<b>Grade</b>		<b>Honor points per credit hour</b>
A	Excellent	4.0
A-		3.7
B+		3.3
B	Good	3.0
B-		2.7
C+		2.3
C	Satisfactory	2.0
C-		1.7
D+		1.3
D	Marginal	1.0
D-		0.7
F	Failure	0.0

## **D. Syllabus Outline**

Faculty should prepare a syllabus for every course offered for credit, including evening, May Term, and summer session. Please submit one copy of each syllabus to Academic Affairs at the beginning of each semester via e-mail attachment. The e-mail address is: [syllabi@morningside.edu](mailto:syllabi@morningside.edu) .

Some courses, such as private music lessons or sports participation, may not require all of the elements of a standard syllabus, but some written requirements must be given to students.

When you write a syllabus, think of it as a contract with your students. Be clear and unambiguous.

Check with the department head about departmental plagiarism policies. The Academic Honesty and Dishonesty Policy appears in the University Catalog and Student Handbook.

Basic components of a good syllabus:

- Course number and title.
- Semester and academic year.
- Number and credits.
- Day(s), time, and classroom and labs.
- Faculty member's name, office phone, e-mail address, availability, and office location. Home phone is optional.
- Course description, including the goals of the course.
- Assigned texts. Note which are to be purchased and which, if any, are on reserve in the library.
- Written assignments and exams, including due dates.
- Grading criteria. Give a simple formula.
- Policy on late assignments. Accept? Penalty?
- Policy on missed classes or exams. Make up possible? Not? Penalties?
- Do you distinguish between an "excused" and "unexcused" absence? How?
- Plagiarism policy. Check with the department for policy, models. Avoid saying all plagiarism will result in any particular consequence. Give yourself some room for doubtful or marginal cases.
- Schedule of class meeting topics and assignments due on each day of the term. (A useful way to keep yourself on schedule!)

## E. Attendance Policy

Morningside University's policy is set forth in the University Catalog. Faculty must be able to report to an appropriate administrative office (if requested) the last day of attendance for students who leave a class without prior notification.

## MEETINGS

There will be no meetings mandating faculty attendance during the final examination period.

There are regular meetings of the general faculty once a month during the academic year. Special meetings may be held upon call by the Provost or by the Faculty Senate. The agendas for all faculty meetings are set by the Faculty Senate.

**Voting members defined:** The definition of voting faculty and others having faculty voting rights is included in Section III C.

**Non-voting members defined:** The remaining Vice Presidents, the Registrar, Dean of Enrollment, and the Directors of Alumni Affairs, Graduate Education Program, and Student Financial Planning, are advisory members of the faculty with voice, but without voting privileges.

**Rules:** A quorum for faculty meetings will consist of 50% of those eligible to vote at faculty meetings. Faculty meetings are conducted according to bylaws adopted by the faculty and Robert's Rules of Order (revised). Questions on procedure are addressed to the faculty parliamentarian. Votes to call the question in faculty meetings will always be taken by actual count, rather than by voice vote, to ensure that the 2/3 of votes required to call the question are achieved. The consent calendar will be distributed with the agenda for the faculty meeting. In order to discuss an item on the consent calendar, a faculty member must request during the faculty meeting that the item be removed from the consent calendar for discussion. The item is placed on the floor for discussion and vote (where appropriate). If, in faculty meeting elections with more than two candidates for a position, no candidate receives a majority on the first vote, then there is a run-off vote between the two candidates who received the most votes the first time. In the event that ties on the first vote result in more than two candidates for the run-off vote, the procedure previously described in this section is repeated until there is a final vote between two candidates or one of more than two candidates receives a majority of votes. Candidates for positions requiring faculty meeting elections have the option to provide an election statement that will be included with the agenda for the faculty meeting in which the election will be held. Senate will notify faculty as a whole of deadlines for submitting election statements so that election statements can be included in the faculty meeting agenda. The recommended length for election statements is 250 – 300 words. Nominations of candidates from the floor of a faculty meeting for elections being held in the meeting are not to include speeches in favor of the candidate being nominated.

**Provost and VP for Academic Affairs presides:** The presiding officer at faculty meetings is normally the Provost. If the Provost is unavailable, or chooses to step down from the chair, the President of the Faculty Senate will take the chair.

Individuals not specified above may attend General Faculty Meetings only upon invitation by the Faculty Senate.

Individual faculty members or groups of faculty may call faculty forums at any time to discuss

matters that those calling the forum consider to be of interest. Official business of the faculty as a whole is conducted only in faculty meetings. Votes, decisions, resolutions, etc. reached by faculty at a forum are not binding on the faculty individually or collectively, nor do they represent the official viewpoint of the faculty as a whole.

## **POWERS AND DUTIES OF THE FACULTY**

Within the context of the general policies established by the Board of Directors, the faculty sets the specific educational policies of the University. It approves all changes in curriculum and degree requirements, recommends candidates for degrees, and considers other educational affairs. The faculty deals with such other matters as may be brought before it. Major policy changes affecting the financial structure of the University or relating to the basic aims of the University are subject to review by and approval of the Board of Directors.

## **REFERENDUM PROVISION**

The faculty of Morningside University possess the right to place referenda on the agenda of Faculty Meetings for debate and decision under the following conditions. Whenever at least 15% of the voting faculty present the Faculty Senate with a referendum petition requesting faculty action on the particular issue(s) of the petition, the Faculty Senate shall place the referendum on the agenda of the next Faculty meeting for debate and action. Moreover, the Faculty Senate shall not amend, correct, or alter the referendum in any manner before placing it on the agenda without the expressed consent of all petitioning members. This provision in no manner affects the right of any voting member of the faculty to introduce a motion from the floor at any Faculty Meeting; it concerns only the procedure for placement of referenda on Faculty Meeting agendas.

## **PRIVATE BILL PROVISION**

Any voting member of the faculty of Morningside University can, at any time, ask any Faculty Senator to place a Private Bill, involving a particular issue or issues, on the agenda of the next Faculty Meeting. Said Faculty Senator shall present the issue(s) (without delay, amendment, alteration, or correction) to the next meeting of the Faculty Senate, which shall consider it for placement on the next Faculty Meeting agenda. The Faculty Senate, however, retains the authority to delay, amend, alter, or reject any private bill. In any of these cases, the Faculty Senate shall, through a designated agent, inform the proposer. This provision in no manner affects the right of any voting member of the faculty to introduce a motion from the floor at any Faculty Meeting; it concerns only the procedure for placement of private bills on Faculty Meeting agendas.

## **DIVISION STRUCTURE**

**Membership:** All full-time faculty members of the departments assigned to the division are division members. Any person who, at the time that this proposal is accepted by the faculty, is a member of a division by invitation remains a member of that division so long as that person continues current teaching and academic support duties.

**Function:** Divisions are committees of the faculty, but are exempt from the duty of filing annual reports. As is the case with other faculty committees, individuals who are not members of the division may attend division meetings only by invitation from the division. Divisions provide representation on selected faculty committees. Divisions elect or nominate representatives to various faculty committees as described elsewhere in this section of the handbook. The division will discuss and act collaboratively upon issues of common concern. Division meetings are an important means by which divisional representatives on faculty committees seek feedback from

their division members regarding proposals and actions under consideration by the committees on which the representatives serve. Senators will conduct meetings of their divisions. The five divisions of the faculty are as follows:

**Education and Nursing Division:**

- Department of Teacher Education
- Department of Graduate Nursing
- Department of Undergraduate Nursing

**Fine Arts & Humanities Division:**

- Department of Humanities
- Department of Art
- Department of Performing Arts

**Sciences Division:**

- Department of Natural and Mathematical Sciences
- Department of Social Sciences

**Professional Studies Division:**

- Department of Accounting & Business
- Department of Applied Agriculture and Food Studies
- Department of Aviation
- Department of Mass Communication

**DEPARTMENTS**

**Departments Defined:** Departments are the units that teach the academic disciplines and most majors offered to students.

**FACULTY POSITIONS AND COMMITTEES**

Faculty members elected by the faculty as a whole or by their divisions to serve in an office or on a committee, or appointed by the faculty senate to serve in an office or on a committee, will not be appointed by the faculty senate to an additional office or committee without prior consent from the faculty member. Faculty senate will make appointments based on an interest survey completed by faculty and with attention to diverse representation across campus.

Committee or Position	Number Of Faculty	Elected /Appointed Members	Advisory Member(s) (non-voting)
Academic Standards Committee	5	- 5 full-time faculty members appointed to 3-year staggered terms by Faculty Senate	- Either the Provost or Associate VP for Academic Affairs (Provost's discretion.) - Registrar - Vice-President of Student Life/Enrollment

			- Director of Financial Aid - Dean of Enrollment
Committee on Environmental Sustainability	3	<ul style="list-style-type: none"> <li>- 3 faculty members appointed to 3-year staggered terms by Faculty Senate.</li> <li>- Committee selects its own chair from the 3 appointed faculty members.</li> <li>- 3 staff members appointed by the administration.</li> <li>- Student representative(s) from the sustainability focused student organization(s).</li> </ul>	NA
Curriculum Policies and Assessment Committee	10	<ul style="list-style-type: none"> <li>- Chair, elected by the faculty at large.</li> <li>- Assessment Coordinator, elected by the faculty at large.</li> <li>- 1 representative from each division - elected by the faculty as a whole from at least 1 candidate nominated by the division.</li> <li>- 4 faculty members elected at-large to staggered terms.</li> </ul>	- Either the Provost or Associate VP for Academic Affairs (Provost's discretion) -Registrar
Diversity, Equity, and Inclusion Committee	3	<ul style="list-style-type: none"> <li>- 3 faculty members appointed to 3-year terms staggered by Senate</li> <li>- Committee selects its own Chair from among its members</li> <li>- 3 staff members appointed by the administration <ul style="list-style-type: none"> <li>- 1 student representative appointed by student government</li> </ul> </li> </ul>	NA
Faculty Development Committee	6	<ul style="list-style-type: none"> <li>- Chair, elected by the faculty at large.</li> <li>- 5 representatives appointed by faculty senate <ul style="list-style-type: none"> <li>- Members of the committee may apply for Ver Steeg funds and/or sabbaticals.</li> </ul> </li> </ul>	NA
Faculty Representative to the Board	1	<ul style="list-style-type: none"> <li>- Nominated by Faculty Senate or faculty, elected by the entire faculty to a 4-year term.</li> </ul>	NA
Faculty Representative to the NAIA	1	<ul style="list-style-type: none"> <li>- President appoints, Faculty Senate Ratifies</li> </ul>	NA
Faculty Senate	7	<ul style="list-style-type: none"> <li>- 1 representative from each division</li> <li>- 1 representative who teaches in graduate studies, elected by the entire faculty</li> <li>- 1 at-large representative elected by the entire faculty</li> <li>- President of the Faculty Senate elected by the entire faculty. (President of the Faculty Senate votes only to break ties.)</li> </ul>	Provost

Continued)  Committee or Position	Number Of Faculty	Elected /Appointed Members	Advisory Member(s) (non-voting)
Finance and Facilities Committee	2	<ul style="list-style-type: none"> <li>- 2 faculty members serving staggered 3 year terms, nominated by Faculty Senate and elected by faculty as a whole. (One elected per year.)               <ul style="list-style-type: none"> <li>- Provost</li> </ul> </li> <li>- Vice President for Business and Finance</li> <li>- 2 students nominated by student government and confirmed by the President of the University.</li> <li>- 2 staff members elected by the administration and staff               <ul style="list-style-type: none"> <li>- Two Co-Chairs: one the Vice President for Business and Finance, the other a faculty member of the committee elected by the committee as co-chair for a one-year term.</li> </ul> </li> </ul>	NA
Graduate Committee	2 (appointed by senate)	<ul style="list-style-type: none"> <li>-One member from each graduate discipline that is appointed by the Dean of that school offering the graduate program.               <ul style="list-style-type: none"> <li>- Faculty appointed by faculty senate equal in number to the total number from the graduate disciplines.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>-Provost</li> <li>-Registrar</li> <li>-Representative from Office of Student Financial Planning</li> </ul>
Grievance Coordinator	1	<ul style="list-style-type: none"> <li>- 1 member of the faculty appointed to a staggered 3-year term by Faculty Senate.</li> </ul>	NA
Institutional Review Board	5	<ul style="list-style-type: none"> <li>- 5 faculty members appointed to staggered 3-year terms by Faculty Senate. (Note that in a three-year cycle this means two years each with one appointment and one year with two appointments.)               <ul style="list-style-type: none"> <li>- Associate VP for Academic Affairs.</li> </ul> </li> <li>- Staff member who is appointed by VP for Student Life/Enrollment on an annual basis in consultation with Senate.</li> <li>- 1 member who has no other affiliation with Morningside University appointed by other IRB members.</li> </ul>	NA
Parliamentarian	1	<ul style="list-style-type: none"> <li>- Elected by entire faculty to 3-year term</li> <li>- Ratified by faculty during 2<sup>nd</sup> and 3<sup>rd</sup> Years</li> </ul>	NA

<b>Continued)</b> <b>Committee or Position</b>	<b>Number Of Faculty</b>	<b>Elected /Appointed Members</b>	<b>Advisory Member(s) (non-voting)</b>
Promotion and Tenure	6	<ul style="list-style-type: none"> <li>- Chair, elected by the entire faculty</li> <li>- 1 representative elected from each division**.</li> <li>- 1 at-large representative elected by the entire faculty</li> <li>- All members must be tenured.</li> <li>- All members have vote.</li> </ul>	NA
Secretary of the Faculty	1	<ul style="list-style-type: none"> <li>- Appointed by Faculty Senate to 2-year term, will take minutes at all regular and special faculty meetings.</li> </ul>	NA

\* If division fails to nominate two, then position goes unfilled until such time as the division does nominate two.

\*\*A division may, for one term, give up their right to elect a representative to the P&T Committee. In this case, the faculty as a whole will elect a member to serve at-large.

## **TIMELINE FOR ELECTIONS AND NOMINATIONS**

Nominations and elections in a given year will be conducted according to the following timeline.

February:

- Faculty members and Faculty Senate nominate candidates for at-large positions.
- Divisions elect representatives to the Promotion and Tenure Committee.
- Divisions submit nominations for Curriculum Policies and Assessment Committee.

March:

- Faculty complete at-large elections, including Curriculum Policies and Assessment Committee elections, at the first faculty meeting of the month.

March and April:

- Divisions elect representatives to the Faculty Senate and the Faculty Development Committee.

## **SCHEDULE OF DIVISIONAL ELECTIONS AND NOMINATIONS**

Divisions will conduct elections for committee representatives and make nominations for the Curriculum Policies and Assessment Committee in their election years according to the following chart.\*

### **Divisions and Their Election Years**

<b>Division</b>	<b>Departments</b>	<b>Election Years</b>
Sciences	Natural and Mathematical Sciences (Biology, Chemistry, Computer Science, Math), Social Sciences (Criminal Justice, Political Science, Psychology)	2025 and every 3 <sup>rd</sup> year thereafter

Education and Nursing	Teacher Education, Graduate Nursing, Undergraduate Nursing	2023 and every 3 <sup>rd</sup> year thereafter
Fine Arts & Humanities	Humanities (English, History, Religious Studies, Spanish), Art, Performing Arts	2024 and every 3 <sup>rd</sup> year thereafter
Professional Studies	Applied Agriculture and Food Studies, Acct and Business, Mass Comm	2024 and every 3 <sup>rd</sup> year thereafter

**TERM-LIMITS**

Service in elected positions is limited to two consecutive terms. Partial terms of one year or less do not count toward term limits. All other partial terms count as full terms for purposes of term limits. After a break of at least a full year, a person may serve again in that position. A person may move from one elected position to a different elected position without a break. For example, a faculty member who has just completed two terms as a division senator is eligible to serve as President of the Faculty Senate.

**REPLACEMENTS ELECTED OR APPOINTED**

When necessary, replacements for elected positions will be elected for the remainder of the unexpired term in the same manner in which the prior holder of the position was elected. Replacements for appointed positions will be appointed for the remainder of the unexpired term in the same manner in which the prior holder of the position was appointed.

**RECALL PROVISION**

Whenever at least 33% of the constituents of a particular elected faculty officer sign a petition asking for the recall of that officer, and thereby a new election for the office, despite that officer’s continuing tenure in the office, and submit the petition to the Provost, the Provost will order that new elections be held within ten calendar days of receipt of the petition. The Provost will appoint the time and place for the election and the rules of quorum applying. The Provost will govern the election process, including distribution of written ballots, tabulation and announcement of results, which will be immediately binding.

Anyone may dispute a recall election. In the case of a disputed recall election, an appeal may be made to the President of the University, who may choose to uphold the prior result or accept the appeal. In the latter case, the President of the University will order new elections within ten calendar days of receipt of the appeal (standard parliamentary procedures applying), conducted by a governing officer of the University President’s choosing. In the interim, the result of the recall election is binding. The second election result becomes immediately binding. No appeal may be made subsequent to the second election.

**POSITIONS ELECTED BY FACULTY AT-LARGE**

The table below details positions elected by the faculty at-large with length of term and time of election. Following the table is a description of each position.

**Elections by the Entire Faculty**

Office	Nominated By	Term (Years)	Time of Election
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Chair of P&T	Promotion and Tenure Committee and Faculty	3	2024 and every 3 <sup>rd</sup> year thereafter in the October Faculty Meeting
At-large member of P&T	Faculty	3	2026 and every 3 <sup>rd</sup> year thereafter in the October Faculty Meeting
Chair of FDC	Faculty	3	2023 and every 3 <sup>rd</sup> year thereafter in the first March Faculty Meeting
Chair of CPAC	Faculty	3	2023 and every 3 <sup>rd</sup> year thereafter in the first March Faculty Meeting
Assessment Coordinator of CPAC	Faculty	3	2025 and every 3 <sup>rd</sup> year thereafter in the first March Faculty Meeting
CPAC Divisional Members	Divisions	3	The position(s) up for election as per divisional election years in the first March Faculty Meeting.
At-large members of CPAC	Divisions and Faculty	3	2024 and every 3 <sup>rd</sup> year thereafter for two, 2025 and every 3 <sup>rd</sup> year thereafter for one in the first March Faculty Meeting, and 2026 and every 3 <sup>rd</sup> year thereafter for one
Faculty Representative to the Board	Divisions and Faculty	4	2024 and every 4 <sup>th</sup> year thereafter in the first March Faculty meeting
Faculty Senate At-large member	Faculty	3	2024 and every 3 <sup>rd</sup> year thereafter in the first March Faculty Meeting.
Finance and Facilities	Faculty Senate	3	2025 and every 3 <sup>rd</sup> year thereafter for one, and 2026 and every 3 <sup>rd</sup> year thereafter for one in the first March Faculty Meeting
Parliamentarian	Faculty	3	2026 and every 3 <sup>rd</sup> year thereafter in the first March Faculty Meeting
President of the Faculty Senate	Divisions and Faculty	3	2026 and every 3 <sup>rd</sup> year thereafter in the first March Faculty Meeting
Graduate Programs Faculty Representative	Faculty	3	2026 and every 3 <sup>rd</sup> year thereafter in the first March Faculty Meeting

#### **Chair of the Promotion and Tenure Committee**

The Chair of the Promotion and Tenure Committee calls and presides at P&T meetings. The Chair is a full voting member of the Committee.

#### **Chair of the Curriculum Policies and Assessment Committee**

The Chair of the Curriculum Policies and Assessment Committee calls and presides at CPAC meetings. The Chair votes only to break ties.

#### **Chair of the Faculty Development Committee**

The Chair of the Faculty Development Committee calls and presides at FDC meetings. The Chair votes only to break ties.

#### **Assessment Coordinator**

The Assessment Coordinator serves as a member and vice-chair of the Curriculum Policies and Assessment Committee. This person oversees the collection of assessment data.

#### **Curriculum Policies and Assessment Committee Members**

Divisional members of CPAC are nominated by their divisions. Elections of CPAC divisional members occur in their division's election year. At-large members of CPAC are nominated by the faculty as a whole and elected by faculty as a whole.

### **Faculty Parliamentarian**

The Faculty Parliamentarian is elected by the faculty to serve a three-year term. The person's continuance in that role is ratified at the fall workshop in the second and third years of the term. The Parliamentarian will be called on by the presiding officer of the faculty meeting to make a ruling on proper procedure using this document and Robert's Rules of Order (revised) for guidance.

### **Faculty Representative to the Board of Directors**

The Faculty Representative to the Board of Directors has all the rights, powers, and responsibilities of elected members of the board (for details, see Articles of Incorporation and Bylaws of Morningside University). In addition, the Faculty Representative has the obligation to report to the general faculty in a reasonable time after each board meeting. The Faculty Representative shall serve a four-year term and shall be eligible for reelection to a maximum of two full consecutive terms. Faculty Representatives who have served eight consecutive years shall be eligible for reelection following a one-year hiatus.

### **Finance and Facilities Committee Members**

Three faculty members serve on the Finance and Facilities Committee. The terms are staggered such that one faculty member is elected each year.

### **President of the Faculty Senate**

The President of the Faculty Senate calls and presides at Faculty Senate meetings and presides at faculty meetings in the absence of the VP for Academic Affairs. The President of the Faculty Senate votes only to break ties.

### **Graduate Programs Faculty Representative**

The representative of graduate studies serves as a member of the Senate specifically to represent graduate programs.

## **COMMITTEES**

A system of committees operates under the authority of the faculty for the purpose of supporting and ensuring adequate delivery of the educational program of the University. It is intended that committees will accomplish this general task by direct or indirect participation in the decision-making processes of the University. When necessary or desirable, committees will recommend or initiate decision-making policies to enhance the quality of the overall decision-making process.

### **Powers**

Standing faculty committees are responsible to the faculty, which can review, revise, revoke or approve the decisions or actions of any committee. To facilitate and expedite this process, each standing faculty committee will submit an annual report to be filed with the Faculty Senate president by May 31. The report should include but is not limited to:

- Name and title of each committee member
- Name of the chair of the committee
- List of actions completed and issues addressed
- List of goals for next academic year
- List of concerns or unfinished business or resources needed

## **Membership**

Committee appointments which are under the jurisdiction of the Faculty Senate take place at the beginning of each academic year. Faculty Senate will also appoint faculty members to Ad Hoc committees and task forces as necessary. (Student members of committees are appointed by the Student Government Association; the committee itself, once constituted, selects staff members, if appropriate.) Individuals who are not members may attend meetings only by invitation from the committee.

## **Representing the Faculty**

Only faculty eligible for committee membership and elected by the faculty or appointed by the Faculty Senate represent the general faculty on standing or ad hoc committees.

## **Eligibility for Committees**

All faculty members with voting rights are eligible for committee service.

## **Rules**

Committees, like the faculty, operate in accordance with Robert's Rules of Order (rev.). Each committee elects its own officers by September 15. Advisory committee members do not vote and are not eligible to chair any committee.

## **Subcommittees**

Faculty committees may create subcommittees as needed. These subcommittees report only to the creating committee, and the creating committee is responsible for the subcommittee's actions.

## **Ad Hoc Committees, Task Forces, and Faculty Representative to the NAIA**

From time to time, the administration may ask members of the faculty to serve on ad hoc committees or task forces. Such appointments will be made in consultation with the Faculty Senate. The President appoints the Faculty Representative to the NAIA, and the Faculty Senate ratifies the appointment.

## **STANDING COMMITTEES**

### **Academic Standards Committee (5 faculty members total)**

**Function:** The Academic Standards Committee works to assure the quality of incoming students, assures that financial aid is distributed fairly by merit and need, and helps give students a fair and equitable opportunity to have a successful and satisfying academic experience.

**Membership:** The Academic Standards Committee consists of 5 full-time faculty members appointed to 3-year staggered terms by faculty senate. Advisory (non-voting) members are either the Provost or Associate VP for Academic Affairs (at the Provost's discretion), Registrar, Vice-President of Student Life and Enrollment, Director of Financial Aid, and Dean of Enrollment.

### **Powers and Duties of the Academic Standards Committee**

1. To serve as the final authority on the admission of full-time students (not including the “presidential” admissions granted by the committee).
2. To review standards for admission to the university and, when necessary, propose changes to the faculty, which determines those standards.
3. To accept or deny petitions brought by the Admissions Department on behalf of prospective students who do not meet criteria for automatic acceptance. (The Admissions Department need not bring forward such petitions for prospective students they deem unlikely to succeed at Morningside University.)
4. To serve in an advisory capacity to the Vice President for Student Life/Enrollment on matters relating to recruiting and other special academic scholarship programs.
5. To review the student financial aid structure of the university and, when necessary, recommend policy changes.
6. To establish and maintain standards for academic progress and honors, ensure their consistent application, and propose necessary changes to the faculty.
7. To review the record of any student not making satisfactory progress toward graduation. The committee may, at its discretion, limit the number of hours for which a student can register, stipulate a specific grade-point-average for continued enrollment, place on probation, or suspend a student for academic reasons, including stipulations resulting from institutional policies governing financial aid programs.
8. To oversee programs to support and guide students on academic probation.
9. To review and approve recipients of selected scholarships.
10. To review and act upon student petitions for interpretations of, or exceptions to, academic policies.
11. To oversee academic advising, working with student services to support students.

### **Committee on Environmental Sustainability (3 faculty members total)**

**Function:** The principal function of the Committee on Environmental Sustainability is to foster a culture of sustainability within the Morningside campus community (and beyond) and to raise environmental awareness. In addition, the committee facilitates recycling on campus, advises the student-run environmental group(s), and organizes sustainability related programming (e.g.-faculty development), and activities for the campus community. Additionally, the committee will act as a resource for programs, faculty, and courses by providing content and relevant information as requested.

**Membership:** The Committee on Environmental Sustainability consists of three faculty members appointed to staggered three-year terms by the Faculty Senate. Additional members include: three staff members appointed by the administration (ideally, one staff member from Facilities/Physical Plant with duties related to recycling activities, one staff member with campus-life or residence-life role, and one office/administrative staff member), and one or more

student representatives from each sustainability focused student organization. (Other volunteers from the campus community are welcome to join.)

### **Powers and Duties of the Committee on Environmental Sustainability**

1. To foster a culture of sustainability on the Morningside campus (and beyond) by organizing programming such as public lectures, professional development activities, and intra- and/or inter-university events and competitions.
2. To monitor, facilitate, coordinate, and promote recycling on campus.
3. To work with students and faculty (individuals and groups) regarding activities related to the work of the committee.
4. To work with the development office towards securing extramural funding such as grants to advance a long-term agenda of achieving campus-wide sustainability and raising environmental awareness.
5. To serve an advisory role for university administration and senior staff regarding decisions affecting campus sustainability, environmental impact, and carbon footprint.
6. To maintain open lines of communications with the campus community and public regarding on-going efforts towards a sustainable campus and raising environmental awareness.

### **Curriculum Policies and Assessment Committee (CPAC) (10 faculty members total)**

**Function:** The Curriculum Policies and Assessment Committee is responsible for the quality and ongoing assessment of the curricular programs of the university.

**Membership:** The Curriculum Policies and Assessment Committee is a committee of the faculty composed of 10 faculty members as follows:

- The chair is elected by the faculty at large. This election is held in the year that the Division of Education and Nursing holds its elections.
- The Assessment Coordinator elected by the faculty at large. The assessment coordinator serves as the vice-chair of the committee. This election is held in the year that the Sciences Division holds their elections.
- 1 representative from each division, with at least one candidate nominated by their respective division and elected by the faculty as a whole. Elections for these members occur in the years that their respective divisions hold elections.
- Four members elected at-large to staggered terms. Elections for two of these are held during the year that the humanities and science divisions hold their elections. One is elected during the year that the chair of this committee is elected. One is elected during the year that the Assessment Coordinator is elected.

The chair only votes to break ties. The committee also has the following advisory committee members: the Provost or the Associate VP (at the Provost's discretion) who serves as a liaison with the administration, and the Registrar who provides expertise regarding current academic policies.

### **Powers and Duties of the Curriculum Policies and Assessment Committee:**

1. Review and evaluate curriculum using assessment data, best practices in higher education, and other relevant information in order to provide ongoing recommendations to faculty for curricular revision.
2. Review of assessment reports and data (including internal & external reports regarding curricular matters and academic programs) in order to provide feedback and recommendations to faculty.
3. Review all undergraduate course and program proposals. Minor course and program changes may be placed on the consent calendar and are automatically accepted by the faculty unless challenged. All other proposals approved by the committee are forwarded to faculty senate for placement on a faculty meeting agenda for action by the faculty.
4. Serve as a resource to faculty, departments, and programs with regard to curricular development and assessment.
5. As per section III. A. of the faculty handbook, this committee approves changes in formal course caps, approves decreases in or elimination of formal commitments to offer a certain number of sections of a given course, and to serve as committee of final appeal when departments appeal any decision made by the office of academic affairs under the authority of section III. A. of the faculty handbook.

#### **Diversity, Equity, and Inclusion Committee (3 faculty members total)**

**Function:** The Diversity Committee is responsible for coordinating and overseeing activities and events on campus involving topics focused on diversity, equity, and inclusion.

**Membership:** Three faculty members appointed to 3-year staggered terms by the Faculty Senate. Additional members include three staff members appointed by the administration and at least one student representative appointed by Student Government. The committee chooses a chair from within the committee.

#### **Powers and Duties of the Diversity, Equity, and Inclusion Committee:**

1. To organize and execute activities throughout the year focused on conversations relevant to topics of diversity, equity and inclusion.
2. To sponsor academic and cultural special events and programming pertaining to diversity, equity, and inclusion.
3. To cultivate and assess a campus environment that embraces diversity and inclusion; cultural awareness and understanding; and provides all students, faculty and staff with the opportunity to celebrate diversity and self-identity.
4. To serve as a liaison and pipeline for discussions and ideas regarding diversity originating from various offices and organizations across campus.

### **Faculty Development Committee (6 faculty members total)**

**Function:** The committee is responsible for overseeing faculty development in the areas of teaching and research.

**Membership:** The chair is elected by the faculty at large. The committee consists of five full-time faculty members selected by faculty senate. Faculty members may apply for Ver Steeg grants and/or sabbaticals while serving on this committee. Each member serves a three-year term.

### **Powers and Duties of the Faculty Development Committee**

1. To create, develop, and evaluate ways to enhance faculty development regarding teaching, advising, and faculty research.
2. To review sabbatical requests from faculty members. Using criteria from the faculty handbook, makes a recommendation to the President and the Provost in the form of a prioritized list by November 15<sup>th</sup> each year.
3. To request, receive, and review a full report of activities and accomplishments of faculty members completing a sabbatical leave.
4. To publicize to the faculty the process and criteria used to determine Ver Steeg Faculty Development Grants.
5. To review Ver Steeg and other internal grant proposals from faculty members and notify applicants of grant approvals/denials.
6. Members who have applied for a Ver Steeg grant or sabbatical will remove themselves from the discussion for the purposes of evaluating that one application.
7. To send results of Ver Steeg grant awards to the President and the Provost to be forwarded to the Ver Steegs.
8. To supervise the development and administration of faculty course evaluations, with faculty approval.
9. The Faculty Development Committee includes the following information in its annual report (in addition to the general information all committees include):
  - A. For each grant category: the total number of proposals, the total amount of funding requested from all proposals, and the number of proposals that received at least some funding.
  - B. For each faculty member who received one or more grants: the category and the amount awarded for each grant.
  - C. A copy of each proposal that received some funding

### **Faculty Senate (7 faculty members total)**

**Function:** The Faculty Senate is the executive committee of the general faculty.

**Membership:** The Faculty Senate consists of one full-time faculty member elected directly from each of the four academic divisions of the University, one faculty representative of graduate studies (elected at-large), one at-large member elected by the entire faculty and the President of the Faculty Senate (elected at-large). Each member serves a three-year term on the

committee. The Provost serves as an advisory member of the Faculty Senate.

### **Powers and Duties of the Faculty Senate**

1. To serve in an advisory capacity to the President and the Provost on matters concerning the faculty and the entire University (e.g., university and department budgets, academic spending, salaries and fringe benefits, faculty loads, work conditions, and policy changes).
2. To determine, with faculty approval, the standing committees of the faculty; their size, compositions, memberships, powers, and responsibilities; to evaluate the performance of all faculty committees; to periodically review the committee system and recommend changes as needed; and to appoint members to specific standing committees.
3. To prepare, maintain, and revise, with faculty approval, the Faculty Handbook as needed.
4. To maintain an appropriate grievance procedure as described in the Faculty Handbook; to periodically review the grievance procedure and recommend changes as needed.
5. To encourage nominations for the office of President of the Faculty Senate and to ensure that by election time there are at least two active candidates.
6. To set the agenda for faculty meetings in conference with the Provost. Routine items may be placed on the consent calendar at the discretion of the Faculty Senate and are automatically accepted by the faculty unless challenged.
7. To promote and assure nominations for all faculty offices in a timely manner.
8. To appoint faculty to the Grievance Committee, Institutional Review Board Committee, Committee on Environmental Sustainability, Faculty Development Committee, and appoint the position of Secretary of the Faculty.
9. To nominate candidates for members of the Finance and Facilities Committee.
10. To select faculty members to assist the Board of Directors in their annual evaluation of the President of the University, consistent with process agreed upon with the board.
11. To propose the academic calendar for faculty approval.
12. Senators conduct the meetings of their respective divisions.
13. To ratify the President's appointment of the Faculty Representative to the NAIA.
14. When requested by student government, to appoint an ad hoc committee to review applications for new student government groups wanting to be recognized by the institution.
15. To serve in all capacities as delineated in Section IV following.

### **Finance and Facilities Committee (3 faculty members total)**

**Function:** The principal function of the Finance and Facilities Committee is to participate in the determination of general financial and facilities planning policy for the university.

**Membership:** The Finance and Facilities Committee consists of three faculty members nominated by the Faculty Senate and elected by the Faculty for three-year staggered terms. Additional members include: The Provost and the Vice President for Business and Finance; two students nominated by the Morningside University Student Government and confirmed by the President of the University; two staff members elected by the administration and staff. The Co-Chairpersons of the Committee will be the Vice President for Business and Finance and a faculty member of the Committee elected by the Committee for a one-year term.

### **Powers and Duties of the Finance and Facilities Committee**

1. To engage in a continuing review of the financial and facilities situation at the University and to report this information to the campus community.
2. To monitor the financial condition of the University and the state of the University's facilities as compared to other institutions.
3. To advise the Administration on all financial and facilities matters which concern the members of the University community, such as: the size of the University, the level of tuition and fees; the size and distribution, over broad categories, of the University budget; needs for new construction, renovation, and deferred maintenance on the campus; and long-range financial and facilities planning.
4. To recommend priorities for broad financial aggregates and ratios, and for construction, renovation and maintenance projects.
5. To hear and deal with related issues brought to the Committee by any member of the University Community.
6. To make recommendations to the President of the University concerning athletic financial aid as to its necessity and amount; to report those recommendations to the Faculty Senate; and to file those recommendations with the Provost's Office.

### **Reporting Frequency and Procedure**

1. An agenda will be established for each meeting by the Co-chairs and distributed to Committee members in advance of the meeting.
2. The Committee will appoint a Secretary who will keep minutes of each meeting.
3. The Official Meeting Minutes will be made available to members of the University community on a timely basis.
4. The Committee will report periodically to the campus community.
5. An annual report will be filed with the Faculty Senate, housed in the office of Academic Affairs at the end of each academic year. In addition, a copy of the annual report will be available in the University Library.

## **Graduate Committee (4 faculty members total)**

**Function:** The Graduate Committee is responsible for all graduate curricular matters and ensures that graduate students are given a fair and equitable opportunity to have a successful and satisfying academic experience.

**Membership:** The Graduate Committee is composed of one member from each graduate discipline. Each faculty member is appointed by the dean of the discipline.

Faculty Senate also appoints faculty to the Graduate Committee. The number of faculty appointed by the Faculty Senate is equal to the number of graduate disciplines at Morningside University.

Members of the Committee from the graduate disciplines and members appointed by the Faculty Senate are all voting members of the Committee. The VP for Academic Affairs, Deans of the Graduate Schools, as well as a representative each from the Office of the Registrar and the Office of Student Financial Planning, are advisory, non-voting members of the Committee. The chair of the Committee must be one of the members appointed by Faculty Senate and is elected by its voting members.

### **Powers, Duties, and Procedures of the Graduate Committee**

1. Approves all graduate curricular additions, deletions, and modifications of any kind, including approval of offerings by external entities for Morningside graduate credit. Proposals approved by the Committee for additions, deletions, or modifications to graduate curriculum go to the faculty as a whole for a vote.
2. Reviews and acts upon graduate student petitions for interpretations of, or exceptions to, academic policies. The Committee's decision is effective immediately after the vote on a petition is taken.
3. Serves as a resource to graduate faculty and staff with regard to curricular development and assessment.
4. Reviews and evaluates graduate curriculum using assessment data, best practices in higher education, and other relevant information in order to provide ongoing recommendations regarding graduate curriculum.
5. Approves assessment plans and reviews assessment reports and data to provide feedback and recommendations regarding graduate curriculum.
6. Invites, as initiated by the graduate discipline dean, and in consultation with the chair of the Committee, subject matter experts to a meeting to help explain petitions and proposals.

### **Grievance Coordinator**

**Function:** The grievance coordinator supervises the resolution of grievances via the official faculty grievance procedure.

**Membership:** The grievance coordinator, appointed by the faculty senate for a three-year term, oversees the initial process of grievance and the creation of the Grievance Review Panel.

**Powers and Duties of the Grievance Coordinator:**

1. Should a grievance arrive, the grievance coordinator shall create a randomly ordered list of 10 faculty members and notify them of their selection to be on a possible review panel, should the need arise. If a grievance is filed, the members on this list will facilitate selection to serve on a grievance review panel composed of 5 faculty members.
2. This coordinator resolves questions of procedure that arise during the course of a grievance and are not addressed by the current policy and has the responsibility to propose to faculty, for their approval, changes to the grievance policy.
3. This coordinator conducts an annual review of the grievance procedure and, if necessary, recommends changes to the faculty senate.
4. The coordinator supervises the grievance process as described in the grievance policy.

**Institutional Review Board (5 faculty members total)**

**Function:** The Institutional Review Board (IRB) committee is responsible for protecting the rights and welfare of human and animal subjects of research conducted at Morningside University. The IRB reviews and oversees research to assure that they meet ethical principles and comply with regulations that pertain to human and animal subject protection.

**Membership:** The Institutional Review Board consists of five faculty members with staggered 3-year renewable terms appointed by Faculty Senate. (Note that in a three-year cycle this means two years each with one appointment and one year with two appointments.) Additional members include: Associate VP for Academic Affairs, a student services staff member, and one member who has no other affiliation with this institution. Qualified persons from multiple disciplines and of both sexes shall be considered for membership. There shall be at least one member whose experience is in scientific areas and at least one member whose experience is in nonscientific areas. The committee chooses a chair from within the committee.

**Powers and Duties of the Institutional Review Board**

1. To ensure that proposed research projects meet ethical research criteria. These criteria include ethical concerns such as: risks to subjects in relation to anticipated benefits; importance of knowledge that may reasonably be expected as a result of the research; equitable selection of subjects; informed consent and appropriately documented consent; adequate provision for monitoring the safety of subjects; appropriate provisions for protecting the privacy of subjects; and confidentiality of data.
2. To review research proposals in a timely manner.
3. To provide written feedback to the faculty member or student submitting the proposal.

4. To communicate with faculty about the procedure for IRB approval.
5. To review progress of approved studies at regular intervals during its conduct in order to monitor adherence to the approval procedures.
6. To obtain continuing education germane to human and animal subject protection. IRB members should receive detailed training in the regulations, guidelines, ethics and policies applicable to human and animal subject research.
7. The IRB may consult outside experts when appropriate. These individuals are for consultation only and are not voting members of the board. (For example, a veterinarian may be consulted when the committee is reviewing research proposals involving animals.)

### **Promotion and Tenure Committee (6 faculty members total)**

**Function:** The committee is responsible for overseeing and maintaining faculty quality.

**Membership:** The Promotion and Tenure Committee consists of one full-time tenured faculty member elected directly from each of the four academic divisions of the University, one at-large member elected by the entire faculty, and the Chair of the Promotion and Tenure Committee (elected at-large). Each member serves a three-year term on the committee. Terms of service for Promotion and Tenure Committee members normally begin on November 1 and conclude on October 31. At the discretion of the chair, however, newly elected members may be asked to begin service prior to November 1. There are no advisory members, although the Provost is sometimes called upon for consultation. The term of Promotion and Tenure Committee members who serve as the result of sabbatical replacement should begin in the semester before the sabbaticals start, at the discretion of the committee chair. The sabbatical replacement term is completed when the original committee member's sabbatical ends. Note: A division may, for one term, give up their right to elect a representative to the P&T Committee. In this case, the faculty as a whole will elect a member to serve at-large.

### **Powers and Duties of the Promotion and Tenure Committee**

1. To make recommendations to the Provost and the President of the university regarding tenure and promotion decisions. The committee operates in accordance with the procedures published in this handbook.
2. To facilitate pretenure reviews according to the procedure delineated in Section IV of this handbook.
3. To make recommendations to the faculty for changes in criteria and procedures for promotion and tenure when appropriate and necessary.
4. To develop and maintain operational criteria and review and approve procedures for the ongoing evaluation of faculty.
5. To bring at least two nominations for the office of the Chair of the Promotion and Tenure Committee to the faculty for election.

### III. AGREEMENTS BETWEEN THE ADMINISTRATION AND THE FACULTY

#### A. COURSE SCHEDULING AND ENROLLMENT

This subsection refers to formal commitments and formal caps. Formal commitments and caps are defined and described at the end of this section.

1. **Preparation of Course Schedules:** Department Heads have the responsibility to prepare course schedules for each semester and to submit them to the registrar's office by the appropriate deadline. Each semester schedule prepared by department heads is subject to the following constraints:
  - A. The schedule must meet the department's formal commitment to teaching MORN 102.
  - B. The schedule must meet the department's formal commitment to offering courses in general education courses.
  - C. The schedule must meet the department's formal commitment to service course offerings.
  - D. The schedule may not require adjuncts and/or overloads unless these have been approved in advance by the office of academic affairs.
  - E. The schedule should spread courses across a wide variety of slots. (A slot is specified by day(s) and time(s) of day that a course is offered.)
2. **Cancellation or Replacement of Courses:** Department heads and the office of academic affairs will always attempt to find mutually satisfactory solutions to scheduling disagreements. However, if one or more of the circumstances described below arises then the office of academic affairs may cancel or replace courses within a semester schedule as described for the particular circumstance. These are the only circumstances under which courses in a semester schedule submitted by a department head can be canceled or replaced without the department head's approval. When making such changes the heads(s) of the affected department(s) will be informed of the change by the office of academic affairs by email or telephone within one class day of the decision. The department heads(s) will then inform the affected instructor(s).

The department of academic affairs may, at its discretion, decide to not cancel or replace a course even though circumstances permit it. In particular, the department of academic affairs will try, when possible, to give special consideration to under-enrolled courses where one or more students enrolled in the course need it in order to meet a graduation requirement that cannot be readily met by another course without increasing time to graduation.

- A. If the schedule submitted by the department head fails to abide by one or more of constraints A-D in item 1 above, the department of academic affairs may revise the schedule by canceling or replacing courses at its own discretion, in order to bring the schedule into compliance with those constraints. In this case the change(s) may be made before registration begins.
- B. If a 300 or 400 level course has fewer than 6 students enrolled by the end of the registration period for juniors and seniors, and if the department head cannot demonstrate that sufficient sophomores will enroll in the course to bring enrollment to at least 6 students, then the office of academic affairs may cancel or replace the course. Any 300 or 400 level course that has fewer than 6

students enrolled by the end of sophomore registration may be cancelled or replaced at the discretion of the office of academic affairs.

- C. If a 200 level course has fewer than 6 students enrolled by the end of the registration period for sophomores, juniors and seniors, and if the department head cannot demonstrate that sufficient first-year students will enroll in the course to bring enrollment to at least 6 students, then the office of academic affairs may cancel or replace the course.
  - D. Any course that has fewer than 6 students enrolled by the end of the registration period for first-year students, sophomores, juniors, and seniors may be cancelled or replaced by the office of academic affairs.
3. **Classroom Assignments:** Although some classroom spaces (such as labs, studios, practice rooms, etc.) have obvious specific uses by specific departments, classrooms of all types belong to the university, not to departments. Thus, department heads suggest classrooms for classes when they submit schedules. Department heads are also responsible for informing the office of academic affairs of any non-obvious technical requirements the class may have with regard to the room in which it is held. The office of academic affairs may rearrange room assignments at its discretion in consultation with the affected department head (who consults with the affected instructor) so long as it does so with consideration for pedagogical needs and in accordance with the following constraints:
- A. The room assigned to a class is large enough to reasonably accommodate the number of students given by the formal cap of the class.
  - B. The room assigned to a class meets any special technical requirements that the course may have (computers, projectors, lab equipment, art equipment, music equipment, etc.)

When the office of academic affairs decides to change one or more room assignments it will notify the affected department head(s) by email or telephone of the change within one class day of the decision. The department head(s) will then notify the affected instructor(s).

4. **Scheduled Slots:** The office of academic affairs will try to accommodate slots for courses in semester schedules submitted by department heads. However, if one or more of the circumstances described below arises then the office of academic affairs may move courses in a semester schedule to different slots. These are the only circumstances under which the office of academic affairs may move courses to a slot different from the one in a schedule submitted by a department head without the department head's approval. Before moving a course to a different slot without the department head's approval, the office of academic affairs will try to find a slot that is acceptable to the department head (who consults with the affected instructor). When making such changes the head(s) of the affected department(s) will be informed of the change by the office of academic affairs by email or telephone within one class day of the decision. The department head(s) will then inform the affected instructor(s).
- A. When a course is not scheduled in an established slot and has not been granted an exception by the office of academic affairs. Exceptions will generally be granted only for unusual circumstances (including such traditional exceptions as studios and labs requiring more time than the established slots permit.)

- B. When a course is scheduled in an established slot that conflicts with the time reserved for athletic team practices and has not been granted an exception by the office of academic affairs. Exceptions will generally be granted only for unusual circumstances (including such traditional exceptions as music ensembles, studios and long labs.)
  - C. When the number of courses for general education requirements are not sufficiently spread across the available slots, the office of academic affairs may reassign some of them to other slots in order provide students a wider range of slots at which they can take a course in the category. In this case, the office of academic affairs will first try to move courses from departments that have concentrated their schedule on relatively few slots. If this does not resolve the problem, the office of academic affairs will, in moving courses to different slots, take care to ensure that within a semester and over a series of semesters the burden of having courses moved to different slots is spread across a variety of departments rather than being focused on just a few.
  - D. When all the courses for a particular semester are concentrated on so few slots that scheduling is physically impossible, the office of academic affairs may reassign some of them to other slots. In this case, the office of academic affairs will first try to move courses from departments that have concentrated their schedule on relatively few slots. If this does not resolve the problem, the office of academic affairs will, in moving courses to different slots, take care to ensure that within a semester and over a series of semesters the burden of having courses moved to different slots is spread across a variety of departments rather than being focused on just a few.
  - E. When schedules of two departments, one offering a major that requires a service course from the other, submit schedules that would require students to take both a course from the major department and a service course in overlapping slots, and the conflict would require most of the affected students to spend one or more additional semesters at Morningside in order to graduate, the departments in question will attempt to resolve the scheduling conflict between themselves. In these situations, it is the responsibility of the head of the department offering the major to check for such conflicts and to initiate attempted resolution of them. If the departments in question are unable to resolve the conflict themselves, then one or the other or both may request that the office of academic affairs decide the matter. The office of academic affairs may decide the matter by moving one or both of the courses in question to different slots.
- 5. Enrolling Students in Full Classes:** Normally, only the instructor of a class or the head of the department that offers the class may permit a student to enroll in a class that is already at or above its formal cap. However, if not being able to enroll in the class in a particular semester will likely be the only thing that will require the student to have to spend one or more extra semesters at Morningside in order to graduate, and both the instructor and department head have refused to allow the student to enroll, or will not be available within a reasonable amount of time, then the office of academic affairs may intercede, as follows.

In the case of the instructor and the department head refusing to allow the student to enroll, the office of academic affairs may permit a student to enroll in the class after first trying to contact the instructor (or, when the instructor is not available, the department head) to ensure that the office of academic affairs fully understands the reason(s) for the refusal. In

the case where the instructor and the department head will not be available within a reasonable amount of time, the office of academic affairs must first verify the unavailability of the instructor and department head before enrolling the student in the class.

Whenever it exercises this prerogative, the office of academic affairs will notify the affected instructor and department head by email or telephone, within one class day of exercising this prerogative. This notification will include the name of the student, the name of the course, the reason for granting the student's request, and the efforts made to try to contact the instructor and/or department head.

**6. Formal Commitments and Formal Caps:** As appropriate, departments commit:

- A. To provide a certain number of sections of MORN 102 per year or every other year. This commitment does not include contractual commitments particular positions (such as the Composition and Rhetoric position) may have to offer sections of MORN 102. All such contractual agreements are not included or affected in any way by this subsection (the course scheduling and enrollment subsection) of the handbook.
- B. To provide a certain number of seats per semester, year, or every other for general education in which the department has one or more courses approved for the category. A department's formal commitment to categories in which it has no courses approved is always 0 seats, unless the department formally commits faculty time from its department to teaching courses in another department.
- C. To provide a certain number of seats per semester, year, or every other year of a particular course. (This would generally be used for service courses.)

A department's initial formal commitment with regard to item (A) will be its level of commitment at the time that this proposal is approved by the faculty. Each department head will negotiate the initial level of commitment for items (B) and (C) with the Provost by one year after the approval of this proposal by faculty in a faculty meeting. Until such formal commitments are in place, the office of academic affairs may determine the commitment from semester to semester, with some consideration of the history of offerings by a department in each category thus far under the current curriculum.

A department may make a formal commitment, where none exists, or increase the amount provided by a formal commitment, by submitting a notice to that effect to CPAC. CPAC will then ensure that the notice is added to the agenda of the next faculty meeting as an item for information. The new commitment, or increased commitment, is in effect following the faculty meeting in which it appears on the agenda.

A department wishing to decrease or eliminate a formal commitment must submit a proposal to that effect to CPAC. Such a proposal must be approved by CPAC. CPAC will then ensure that the notice of the change is added to the agenda of the next faculty meeting as an item for information. The new commitment is in effect following the faculty meeting in which it appears on the agenda.

**Formal Caps:** Departments will have a formal cap for every course taught from the department. The set of initial caps will be negotiated between the department head and the Provost by one year after the approval of this proposal by faculty in a faculty meeting. Until such formal caps

are in place, the office of academic affairs may determine the caps from semester to semester based on the history of caps for each course thus far under the current curriculum.

When new courses are proposed, the formal cap for the course will be included as part of the course proposal. A department wishing to change the formal cap on a course must submit a proposal to that effect to CPAC. Such a change must be approved by CPAC. CPAC will then ensure that the notice of the change is added to the agenda of the next faculty meeting as an item for information. The new cap is in effect following the faculty meeting in which it appears on the agenda. Only the head of the department that offers a course has the authority to set the cap for the semester higher than the formal cap.

- 7. Appeals:** CPAC, as used in this subsection, will mean only those members of the committee elected by the faculty. Ex-officio members of CPAC will not be present while exercising the prerogatives described in this subsection. Any decision made by the office of academic affairs under the authority of this section (the course scheduling and enrollment subsection) of the handbook may be appealed to CPAC by the head of the department affected by the decision. CPAC will determine its own procedures for all appeals regarding matters in this section subject to the conditions that both parties must have a fair and equal opportunity to present its side of the case and that CPAC will make a decision and communicate it to both parties in a timely fashion. CPAC may rule in favor of one side or the other or provide a decision that takes parts from the position of each side. There is no appeal from CPAC's decisions in these matters.

CPAC will also have authority to set initial commitments and initial caps in cases where the office of academic affairs and a department head cannot come to agreement. This authority may be exercised if disputes are unresolved after one year following the passage of this proposal or if, prior to that time, one of the parties to the disagreement request that CPAC resolve a dispute regarding initial caps or commitments.

## **B. MAY TERM POLICIES**

1. All May Term courses with associated international travel and most May Term courses with travel elements within the United States should have *at least* two university employees (faculty or staff) on the trip, thus providing sufficient supervisory personnel should any emergencies arise.
2. The faculty member who is the teacher of an international May Term trip course recruits and chooses *at least* one other faculty or staff member to help with the trip.
3. The Academic Affairs office will maintain a list of staff members who are interested in helping with May Term travel courses. Faculty members teaching May Term travel courses are strongly encouraged to consider listed staff members when considering other university employees for supervisory roles while traveling.
4. There must be at least 12 paying travelers signed up for a proposed May Term course involving travel to ensure that the course will actually be offered.
5. Two faculty members scheduled to teach May Term during the same May Term session may choose to work together and jointly plan a course with a travel component. However, if fewer than 16 students enroll for the course only one of the faculty members will receive credit for fulfilling the May Term assignment for that year. The two faculty members involved must agree, in advance, about which of them will get credit for teaching the course if it is under-enrolled. The other would then offer a May Term course the *following year*. The faculty members involved should communicate these arrangements to the Office of Academic Affairs when they send their course proposal to CPAC.

6. A faculty member may invite a family member (age 18 or older) who is not a Morningside student, faculty, or staff to go on a May Term trip provided that the family member pays for the trip just as any other traveler who goes on the trip. However, if a family member goes on the trip then the trip must be open to other members of the Morningside-associated community (such as relatives of faculty and students, alumni, board members, etc.)
7. As in any other class, Morningside University covers liability for incidents incurred in a May Term travel course.
8. Any proposed departures from these guidelines must be approved in advance by the Office of Academic Affairs. The Office of Academic Affairs recognizes the need for reasonable exceptions.

### **C. VOTING FACULTY TYPES**

1. To be a voting faculty member, a faculty member must:
  - A. Have an annual teaching load of at least 12 credits per year (which may include preparing shows, supervising internships, supervising student teaching, supervising clinicals, etc.)
  - B. Hold academic rank
  - C. Hold a teaching position in an academic department.
2. Teaching positions in academic departments must be one of the following three types:
  - A. Tenure Track: Tenure track faculty either hold tenure or, by the terms of their employment, have been given the opportunity to apply for tenure within a given timespan. Their annual evaluation uses the rubric for tenure track and continuing non-tenure track faculty included in this agreement. A 20-credit annual teaching load and responsibility to do one May Term every three years is the standard teaching load for tenure-track faculty.
  - B. Continuing Non-Tenure Track: Continuing non-tenure track faculty neither hold tenure nor do their terms of employment provide them the opportunity to apply for it. However, if they continue as faculty after the probation period common to all faculty, they receive a renewable three-year appointment. Their annual evaluation uses the same rubric used for tenure track faculty. A 24-credit annual teaching load with no responsibility for doing a May Term is the standard teaching load for continuing non-tenure track faculty, except in cases where the employment agreement between a continuing non-tenure track faculty member and the administration specifies otherwise. Continuing non-tenure track faculty who have a teaching load different from the standard load at the time this agreement is approved by faculty retain the different load.
  - C. Continuing Non-Tenure Track Performing Arts: There are only 2 continuing non-tenure track performing arts positions: one in choral music and one in instrumental ensemble music. Continuing non-tenure track performing arts faculty neither hold tenure nor do their terms of employment provide them the opportunity to apply for it. However, if they continue as faculty after the probation period common to all faculty, they receive a renewable three-year appointment. Their annual evaluation uses a rubric that is similar to, but not the same as, that used for other faculty. This rubric is included in this agreement. A 20-credit annual teaching load and responsibility to do one May Term every three years is the standard teaching load for continuing non-tenure track performing arts faculty.
3. Faculty members meeting criteria 1A and 1B above, and who hold a temporary appointment to a teaching position in an academic department, are considered voting faculty. Temporary appointments may not extend beyond 3 years unless an extension of a term or a longer term is approved by the faculty senate.

4. The number of faculty used to calculate the full-time student to full-time faculty ratio for uses internal to Morningside University is the number of voting faculty as defined by items 1-3 above.
5. The President of the University and Provost retain faculty meeting voting rights under this agreement.
6. Others having faculty voting rights prior to the passage of this agreement, but who do not meet the conditions in this agreement necessary to be considered voting faculty, retain voting rights for the duration of their full-time employment at Morningside in the position they held when this agreement was approved by the faculty. However, these voting rights do not transfer to their successors.
7. The President of the University will consult with faculty senate before adding a non-tenure track line, changing a tenure track line to a non-tenure track line, removing a faculty line, or reallocating a faculty line from one department to another.
8. The requirement that items in section 3 of the Faculty Handbook be modified by joint agreement between administration and faculty ensures that any addition, deletion, or modification of the definition of voting faculty, including the number and type of non-tenure track performing arts positions, requires mutual agreement on the part of faculty and the administration.
9. The rubrics used for annual evaluations of faculty are given below.

**Rubric Used for the Annual Evaluation of Tenure Track and Continuing Non-Tenure Track Faculty**

- A faculty member who **greatly exceeds** expectations:
  - o Exceeds expectations for effective teaching; and
  - o Exceeds expectations in two of the remaining three criteria and meets expectations in the other one.
- A faculty member **exceeds** expectations:
  - o Exceeds expectations for effective teaching; and
  - o Exceeds expectations in one other category and at least meets expectations in the other two.
- A faculty member who **meets** expectations:
  - o At least meets expectations for effective teaching; and
  - o At least meets expectations in two of the remaining three criteria
- A faculty member who **fails to meet** expectations:
  - o Fails to meet expectations for effective teaching; or
  - o Fails to meet expectations in two or more of the remaining criteria

**A. Effective Teaching**

- a. Current sources of information:

- i. Self-evaluation
- ii. Department Head's evaluation
- iii. Student course evaluations
- iv. Required assessment reports, syllabi, and other course documents
- v. Evidence of student learning
- vi. Information in the faculty member's file
- vii. Kudos or complaints from students

b. Required to exceed expectations:

- i. A reflective approach to one's teaching evidenced within the self-evaluation, taking into account student course evaluations and assessment data, with the intention of improving one's teaching and demonstrating student learning
- ii. A strong evaluation of teaching by the department head
- iii. Strong student course evaluations
- iv. Compliance with all assessment and other faculty approved requirements
- v. Assessment evidence demonstrating the achievement of student learning on the appropriate outcomes

c. Required to meet expectations:

- i. Some reflection on the effectiveness of teaching in the self evaluation
- ii. A generally positive evaluation of teaching by the department head with an indication of potential for improvement
- iii. Generally positive student course evaluations
- iv. Compliance with assessment and other faculty approved requirements
- v. Assessment evidence demonstrating the achievement of student learning on some of the appropriate outcomes

d. Indicators of failure to meet expectations:

- i. No reflection on one's teaching in the self evaluation
- ii. Department head's evaluation of teaching indicating concerns or lack of improvement
- iii. Negative student course evaluations
- iv. Noncompliance with assessment or other faculty approved requirements
- v. Assessment evidence indicating that student learning outcomes are not being achieved

**B. Effective Mentoring, Advising, and Student Interactions**

a. Current sources of information:

- i. Self-evaluation
- ii. Department Head's evaluation
- iii. Student evaluations of advising
- iv. Information from student services
- v. Information in the faculty member's file
- vi. Kudos or complaints from students

b. Required to exceed expectations:

- i. Discussion in the self-evaluation of how the faculty member interacts with students outside of their courses – as advisees, with student groups, involvement in student/faculty research projects, spontaneous interactions, etc.
- ii. Department head evaluation that validates effective interactions with students – availability, mentoring, professional relationships
- iii. Strong advising evaluations or other evidence of positive student/faculty interactions

c. Required to meet expectations:

- i. Discussion in the self-evaluation of how the faculty member interacts with students outside of their courses – as advisees, with student groups, involvement in student/faculty research projects, spontaneous interactions, etc.
- ii. Department head evaluation indicating generally positive interactions with students – availability, mentoring, professional relationships
- iii. Generally positive advising evaluations or other evidence of positive student/faculty interactions

d. Indicators of failure to meet expectations:

- i. No discussion of how the faculty member interacts with students outside of their courses
- ii. Department head evaluation indicating concern about the quantity or quality of interactions with students
- iii. Negative advising evaluations or other evidence of negative student/faculty interactions

C. Continued Professional Development

a. Current sources of information:

- i. Self-evaluation
- ii. Department Head's evaluation
- iii. Information in the faculty member's file
- iv. Products of professional development, such as publications, papers, creative presentations, performances, etc.
- v. Evidence of professional development activities that contribute to the University and enhance the faculty role, such as conference attendance, advancing expertise of knowledge and pedagogies, maintaining professional practice, workshops, etc...

b. Required to exceed expectations:

- i. Discussion of professional development activities in the self-evaluation with a focus on how the activity benefits Morningside University
- ii. Department head evaluation that validates that the faculty member's professional development activities benefit Morningside University
- iii. Discussion of scholarly activities in the self-evaluation that has produced contributions to the profession – presentations, publications, performances, applications, etc.

c. Required to meet expectations:

- i. Discussion of professional development activities in the self evaluation
- ii. Department head evaluation that validates the faculty member's professional development activities
- iii. Evidence of attendance at workshops, conferences, or other professional development activities

d. Indicators of failure to meet expectations:

- i. No discussion of professional development activities in the self evaluation
- ii. Department head evaluation that indicates concern about professional development for the faculty member
- iii. Lack of evidence for professional development activities

D. Effective Service to the University, Faculty, and/or Community

a. Current sources of information:

- i. Self-evaluation
- ii. Department Head's evaluation
- iii. Information from University offices
- iv. Information about committee service
- v. Information in the faculty member's file

b. Required to exceed expectations:

- i. Discussion of service to the University, faculty, and/or community in the self evaluation with emphasis on leadership activities or other significant accomplishments, how the service to the community extends the reach and good reputation of Morningside University, and/or provides positive examples for our students.
- ii. Department head evaluation that validates the quantity and quality of the faculty member's service
- iii. Other evidence of significant service

c. Required to meet expectations:

- i. Discussion of service to the University, faculty, and/or community in the self evaluation
- ii. Department head evaluation of that validates the quantity and quality of the faculty members service
- iii. Other evidence of service

d. Indicators of failure to meet expectations:

- i. No discussion of service in the self evaluation
- ii. Department head evaluation which indicates concern about the level of service

- by the faculty member
- iii. Evidence of failure to fulfill minimum requirements of faculty service

**Note:** Merit pay evaluations do not guarantee that a faculty member will be promoted and/or tenured. Merit pay evaluations are based on single academic years and may not include other, equally important contributions over many years that are necessary for promotion or tenure.

### **Rubric Used for Continuing Non-Tenure Track Performing Arts Faculty**

- A faculty member who **greatly exceeds** expectations:
  - o Exceeds expectations for effective teaching and exceeds expectations for effective service to the university, and
  - o Exceeds expectations in at least one of the remaining two criteria and at least meets expectations in the other criterion.
  
- A faculty member **exceeds** expectations:
  - o Exceeds expectations for effective teaching and exceeds expectations for effective service to the university, and
  - o Meets expectations in the remaining two criteria.
  
- A faculty member who **meets** expectations:
  - o At least meets expectations for effective teaching and effective service to the university, and
  - o At least meets expectations in one of the two remaining criteria.
  
- A faculty member who **fails to meet** expectations:
  - o Fails to meet expectations for effective teaching or fails to meet expectations for effective service to the university, or
  - o Fails to meet expectations in both of the remaining criteria

#### **A. Effective Teaching**

- a. Current sources of information:
  - i. Self-evaluation
  - ii. Department Head's evaluation
  - iii. Student course evaluations
  - iv. Required assessment reports, syllabi, and other course documents
  - v. Evidence of student learning
  - vi. Information in the faculty member's file
  - vii. Kudos or complaints from students
- b. Required to exceed expectations:
  - i. A reflective approach to one's teaching evidenced within the self-evaluation, taking into account student course evaluations and assessment data, with the

- intention of improving one's teaching and demonstrating student learning
  - ii. A strong evaluation of teaching by the department head
  - iii. Strong student course evaluations
  - iv. Compliance with all assessment and other faculty approved requirements
  - v. Assessment evidence demonstrating the achievement of student learning on the appropriate outcomes
- c. Required to meet expectations:
  - i. Some reflection on the effectiveness of teaching in the self evaluation
  - ii. A generally positive evaluation of teaching by the department head with an indication of potential for improvement
  - iii. Generally positive student course evaluations
  - iv. Compliance with assessment and other faculty approved requirements
  - v. Assessment evidence demonstrating the achievement of student learning on some of the appropriate outcomes
- d. Indicators of failure to meet expectations:
  - i. No reflection on one's teaching in the self-evaluation
  - ii. Department head's evaluation of teaching indicating concerns or lack of improvement
  - iii. Negative student course evaluations
  - iv. Noncompliance with assessment or other faculty approved requirements
  - v. Assessment evidence indicating that student learning outcomes are not being achieved

**B. Effective Mentoring, Advising, and Student Interactions**

- a. Current sources of information:
  - i. Self-evaluation
  - ii. Department Head's evaluation
  - iii. Student evaluations of advising
  - iv. Information from student services
  - v. Information in the faculty member's file
  - vi. Kudos or complaints from students
- b. Required to exceed expectations:
  - i. Discussion in the self-evaluation of how the faculty member interacts with students outside of their courses – as advisees, with student groups, involvement in student/faculty research projects, spontaneous interactions, etc.
  - ii. Department head evaluation that validates effective interactions with students – availability, mentoring, professional relationships
  - iii. Strong advising evaluations or other evidence of positive student/faculty interactions
- c. Required to meet expectations:
  - i. Discussion in the self-evaluation of how the faculty member interacts with students outside of their courses – as advisees, with student groups, involvement in student/faculty research projects, spontaneous interactions, etc.
  - ii. Department head evaluation indicating generally positive interactions with students – availability, mentoring, professional relationships
  - iii. Generally positive advising evaluations or other evidence of positive student/faculty interactions

d. Indicators of failure to meet expectations:

- i. No discussion of how the faculty member interacts with students outside of their courses
- ii. Department head evaluation indicating concern about the quantity or quality of interactions with students
- iii. Negative advising evaluations or other evidence of negative student/faculty interactions

C. Continued Professional Development

a. Current sources of information:

- i. Self-evaluation
- ii. Department Head's evaluation
- iii. Information in the faculty member's file
- iv. Evidence of products of professional development, such as publications, papers, creative presentations, performances, etc.

b. Required to exceed expectations:

- i. Discussion of professional development activities in the self-evaluation with a focus on how the activity benefits Morningside University
- ii. Department head evaluation that validates that the faculty member's professional development activities benefit Morningside University
- iii. Evidence of professional development activities – presentations, publications, performances, applications, etc.

c. Required to meet expectations:

- i. Discussion of professional development activities in the self- evaluation
- ii. Department head evaluation that validates the faculty member's professional development activities
- iii. Evidence of attendance at workshops, conferences, or other professional development activities

d. Indicators of failure to meet expectations:

- i. No discussion of professional development activities in the self-evaluation
- ii. Department head evaluation that indicates concern about professional development for the faculty member
- iii. Lack of evidence for professional development activities

D. Effective Service to the University

a. Current sources of information:

- i. Self-evaluation
- ii. Department Head's evaluation
- iii. Information from University Offices
- iv. Information in the faculty member's file

b. Required to exceed expectations:

- i. Discussion of service to the university in the self-evaluation with emphasis on recruiting students
- ii. Discussion of how service for the benefit of the university extends the reach and good reputation of Morningside University, and/or provides positive examples for our students
- iii. Department head evaluation that validates the quantity and quality of the faculty member's service
- iv. Other evidence of significant service

c. Required to meet expectations:

- i. Discussion of service to the university in the self evaluation
- ii. Department head evaluation that validates the quantity and quality of the faculty members service
- iii. Other evidence of service

d. Indicators of failure to meet expectations:

- i. No discussion of service in the self evaluation
- ii. Department head evaluation which indicates concern about the level of service by the faculty member
- iii. Evidence of failure to fulfill minimum requirements of faculty service

**Note:** Merit pay evaluations do not guarantee that a faculty member will be promoted. Merit pay evaluations are based on single academic years and may not include other, equally important contributions over many years that are necessary for promotion.

## IV. GUIDELINES FOR RECRUITMENT, APPOINTMENT, PROMOTION, & TENURE

### A. RECRUITMENT AND APPOINTMENT

Morningside University is dedicated to recruiting and appointing superior faculty members to teach and participate in the governance of the institution. The University follows a nondiscrimination policy. It is the policy and practice of Morningside University to provide opportunities without regard to age, sex, gender, religion, race, sexual orientation, disability, or national origin, and it seeks minority applicants for each opening that occurs.

#### 1. New Faculty Appointments

On or about October 1 department heads will recommend additional or replacement appointments to the Provost. The Provost and the President will decide which recommendations to accept. For each opening, the Provost appoints a search committee chair (ordinarily the department head) who then selects other faculty members, and a student(s), if appropriate, to serve on the committee. The campus is notified of the opening. The search committee develops a position description and an advertising strategy to be used for announcements and advertisements. The Office of Academic Affairs places the announcements. All search committee members will attend a meeting chaired by the Provost to review search procedures and equal opportunity guidelines.

The search committee reviews all applicants and compiles a list of candidates. The committee and the Provost decide on the candidates to be interviewed. The campus interview includes a teaching presentation open to the university community, a meeting with student majors in the department, and individual sessions with the Provost and President. Other interview activities (e.g., campus and department tours, meeting with division faculty, etc.) are determined by the committee chair and the Provost. The committee invites responses from all faculty and students regarding the candidate.

After interviews are completed, the committee and the Provost arrive at a decision. The Provost negotiates salaries, benefits, and other matters concerning appointments.

Initial appointments are normally for a term of one year and specify title, rank, salary, fringe benefits, and qualifying conditions (completion of a degree, etc.).

#### 2. Adjunct Appointments

Department heads recommend adjunct appointments to the Office of Academic Affairs. The Associate VP for Academic Affairs approves adjunct appointments and stipends and issues letters of appointment.

### B. CONTINUING APPOINTMENTS AND NOTICE OF NONREAPPOINTMENT

Letters of appointment signed by the President or the Provost, are offered to new faculty members setting forth the conditions of the appointment. In special circumstances, a new faculty member may be eligible for tenure or promotion consideration sooner than normal on the basis of service elsewhere; any such arrangement is made via discussions at the time of initial appointment and is included in the letter of appointment. Faculty on tenure-track or multiple-year appointments should have the expectation that their

appointments will be renewed unless they are explicitly informed of a decision not to renew their appointments. Each year following the Spring meeting of the Board of Directors, at which the annual budget of the University is approved, the President will send to faculty on continuing appointments a letter specifying their salary for the next academic year. A statement of benefits is available upon request.

Notice of non-reappointment will be given in writing to a faculty member on a tenure-track or multiple year appointment according to the following standards:

1. Not later than March 1 of the first year of academic service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.
2. Not later than December 15 of the second year of academic service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.
3. At least twelve months before the expiration of an appointment after two or more years at the institution.

Faculty on tenure-track or multiple year appointments who are planning not to accept a renewal of their appointment should notify the Provost in writing of this intention as soon as possible after making such a decision. Those faculty who have concluded a binding agreement to accept employment elsewhere should promptly notify the Provost of this fact.

Full-time faculty members may accept external business or professional responsibilities if and only if these are not in conflict with the interests of the University; extensive external commitments require the approval of the Provost.

### C. DEFINITIONS OF FACULTY RANK

All full-time faculty members at Morningside University hold academic rank.

1. **Instructors** are either tenure track faculty members that may not have earned the appropriate terminal degree or are non-tenure track continuing faculty members.
2. **Assistant Professors** are faculty members who, at the Provost's discretion, entered Morningside University at this rank, or tenure track faculty members in the pretenure probationary period, or are non-tenure track continuing faculty members who have earned promotion to this rank, having demonstrated solid records as teachers, advisors, and responsible members of the Morningside University Community.
3. **Associate Professors** are either faculty members who, at the Provost's discretion, entered Morningside University at this rank, or are tenured faculty members, having demonstrated solid records as teachers, advisors, and responsible members of the Morningside University Community.
4. **Professors** are either faculty members who, at the Provost's discretion, entered Morningside University at this rank, or are tenured members of the faculty who have demonstrated sustained distinguished records of achievement in teaching, professional

expertise, course and program development, substantial professional development (as determined by peers), and service to the Morningside University Community.

Visiting teachers are assigned rank at the discretion of the Provost.

No distinction with regard to increase in salary due to promotion to the same rank will be made among tenure-track, continuing non-tenure track, and continuing non-tenure track performing arts faculty.

## **D. ACADEMIC FREEDOM AND TENURE**

Academic freedom is vital to liberal education; tenure is designed specifically for the protection of academic freedom. Thus tenure and academic freedom are mixed inextricably in the life of a university.

### **1. Academic Freedom**

Liberal education requires freedom of thought in an environment marked by the quest for truth. Because freedom of thought is essential to the vitality of a democratic society, Morningside University is dedicated to its maintenance.

- a. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- b. The teacher is entitled to freedom in the classroom discussing subject matter but should be careful not to introduce material which has no relation to the course.
- c. The university or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When speaking or writing as a citizen, the teacher should be free from institutional censorship or discipline, but a special position in the community imposes special obligations. As a person of learning and an educational officer, it should be remembered that one's utterances may be used by the public to judge one's profession and institution. Hence the teacher should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and every effort should be made to indicate that one is not speaking for the institution.

### **2. The Purpose of Tenure**

Morningside University endorses the 1940 Statement of Principles on Academic Freedom and Tenure (with 1970 interpretive comments) which has been formulated by the American Association of University Professors and the Association of American Universities (see AAUP Policy Documents and Reports, 9th edition, PP 3-10).

Tenure aids in maintaining academic freedom. It protects faculty members from arbitrary sanctions which would curtail or inhibit the search for truth in the classroom, the open consideration of matters concerning the work of the University, and voluntary participation in the teacher's right to determine the content of courses taught and to select appropriate methods of instruction and evaluation; it assures the honest consideration of issues in committees served by faculty as well as in student organizations seeking faculty help and guidance; it under girds freedom of speech and

association in civic organizations with which the faculty may choose affiliation. Tenure is not a cloak for incompetence, sloth, or failure of duty. Therefore, tenure policy must provide openly recognized criteria for granting tenure as well as clearly defined causes and procedures for termination.

### 3. Eligibility for Tenure

Faculty eligible for tenure must have full faculty status and teaching responsibilities constituting at least two-thirds of their duties on campus. Teaching activities shall be defined as those which result in the awarding of academic credit. An exception to the two-thirds minimum requirement will be made for department heads. In special circumstances a person may be eligible sooner on the basis of service at another university. To be eligible for tenure track a faculty member must hold the rank of assistant professor or higher. A full academic year's leave of absence without salary, or service under a part-time appointment, will not be included in the computation of years of service in determining eligibility for tenure. Once on tenure track a faculty member must remain on tenure track. Tenure does not apply to administrative roles that teachers may hold. Neither does tenure apply to the titular rank often associated with administrative appointments.

## **E. FIRST YEAR EVALUATION BY DEPARTMENT HEAD**

The evaluation and nurturing of new faculty members at Morningside University begins in their first year within their department. Because department heads probably have the most direct contact with first year faculty in their area, it is important for department heads to both mentor and monitor first year teaching efforts. (If the first-year teacher is a department head, the Provost will designate appropriate substitutes.)

Evaluative activities by department heads regarding first year faculty should include at least the following:

- a. At least four class visits (and where appropriate, lab visits) throughout the first academic year. Written observations and suggestions from the class visits should be reviewed with the faculty member, with copies placed in the department head's files.
- b. Administration of midterm course evaluation forms in every course taught within the first year, with results reviewed by the department head and first year faculty member in consultation.
- c. Review of student course evaluation forms at the conclusion of each semester, by the department head and first year faculty member in consultation.
- d. At least two conferences between the department head and the first-year faculty member each semester, for discussion, mentoring comments, and evaluation.

Near the conclusion of each academic year, all Morningside University faculty write self-evaluations and receive written evaluative responses from their department heads. The department head's year-end evaluation of first year faculty should be more detailed than other evaluations, based upon all of the activities listed above. It should be more prescriptive than usual, making specific suggestions for improvement, helping to set benchmarks for future work. The year-end First Year Evaluation by the department head should be reviewed with the first-year faculty member and filed in the Provost's office.

## F. THIRD YEAR PRETENURE EVALUATION

The third-year evaluation is intended both to improve faculty quality and to assist new instructors in knowing how they are doing with regard to tenure criteria. The process comes late enough so that instructors should be acclimated to the responsibilities of their positions but early enough before the tenure decision to make improvement realistically possible. A careful assessment and the subsequent conference provide the basis for an understanding between the instructor and Morningside University as to expectations regarding tenure. In turn, planned efforts to facilitate improvement are encouraged. The process normally is as follows:

1. The evaluation is conducted during the third year of service. It is initiated by the Promotion and Tenure Committee on the basis of names provided by the Provost.
2. The Promotion and Tenure Committee selects a subcommittee of three for each candidate to be considered. The Pre-Tenure Subcommittee consists of two members of the Promotion and Tenure Committee and the candidate's Department Head in an advisory capacity (the Provost should designate a substitute if a department head is being evaluated). This Pre-Tenure Subcommittee considers materials in the Provost's file (including the First Year Evaluation by the department head), a discussion with the candidate, a pre-tenure portfolio, completed student evaluations of individual classes, survey results from the committee's electronic survey (data results provided to the candidate), and interviews with selected students, faculty, and staff/administrators. The subcommittee will interview at least two individuals from a candidate-supplied list of faculty members and at least two individuals from the list of students provided by the candidate to the subcommittee. Other methods such as classroom visitations, assessments by community persons, and additional interviews with campus members may be considered if appropriate for the person being evaluated. Guidelines for preparation of the portfolio may be obtained from the Promotion and Tenure Committee. The candidate will submit a portfolio to the Provost's office by March 1.
3. The Pre-Tenure Subcommittee conducts an electronic survey of all full-time faculty and staff and appropriate students. Each student must have taken at least one course from, or be an advisee of, the candidate being evaluated.
4. With all evaluation materials in hand, the Pre-Tenure Subcommittee evaluates the candidate on the basis of the criteria for promotion and tenure and prepares a written report of the faculty member's progress in each of the four tenure criteria areas. This report is forwarded to the Provost and the Promotion and Tenure Committee and reviewed with the faculty member being evaluated, who has the right to prepare a written response for the Provost and the Pre-Tenure Subcommittee.
5. The Pre-Tenure Subcommittee meets with the instructor and the Provost to discuss the evaluation and expectations regarding tenure. Materials that do not compromise confidential sources may be given to the instructor to facilitate improvement. The report is signed by the instructor, members of the Pre-Tenure Subcommittee, and the Provost to indicate agreement that the conference occurred and that there is mutual understanding of its content.

6. The department head ordinarily is the key person to work with the candidate on areas for improvement and should specifically address the faculty member's progress in these areas in the annual department head evaluations.
7. The Pre-Tenure report is retained by the instructor, the Department Head, and the Provost for consideration in the eventual tenure decision.

## **G. CRITERIA FOR TENURE**

1. The following criteria are used in the evaluation of faculty for pre-tenure and tenure (listed in order of priority):
  - Effective Teaching
  - Effective Mentoring, Advising, and Student Interactions
  - Continued Professional Development
  - Effective Service to the University, Faculty, and/or Community
- a. For each criterion, the following is considered as admissible evidence (not in priority order):
  - i. Effective Teaching
    - Competence in specialty
    - Quality of preparation and presentation
    - Enthusiasm for teaching
    - Reflection on evidence of student learning
    - Stimulation of intellectual curiosity
    - Fairness in evaluation of student work
    - Consideration and courtesy toward students
    - Fair treatment of differing viewpoints
    - Integrity in the use of evidence
    - Dependability and punctuality
    - Use or development of effective and innovative teaching methods and strategies
  - ii. Effective Mentoring, Advising, and Student Interactions
    - Quality of services to advisees
    - Availability to students
    - Encouragement of student responsibility and realistic academic and career planning
    - Knowledgeable assistance with curriculum and other university programs and resources
    - Encouragement of student scholarly research
    - Encouragement of mentoring relationships
    - Fair and impartial relationships with all students
    - Maintenance of professional relationships with students

### iii. Continued Professional Development

- Continued development of good teaching
- Continued study (formal or informal)
- Engagement in scholarly research (e.g. scholarship of discovery, integration, application, and/or teaching)
- Scholarly presentations and publications
- Creative presentations and performances
- Attendance/participation at professional meetings
- Staying current in teaching areas
- Professional work relevant to the discipline
- Positive peer evaluation of scholarly or creative products and/or of professional work relevant to the discipline
- Contributions to the profession (e.g., membership in and/or leadership of professional or academic societies)

### iv. Effective Service to the University, Faculty, and/or Community

- Cooperativeness and collegiality
- Contributions to faculty committees
- Contributions to the department
- Support for other departments, programs, and areas of the university
- Contributions to student groups
- Attendance/participation at university activities
- Promotion of the university through service to the community and/or modeling for our students

### b. The following is ordinarily inadmissible as evidence except under the conditions specified:

- i. The subject or viewpoint of the faculty member's scholarly research and publication or presentation except where standards of scholarship or integrity have been violated;
- ii. The subject or viewpoint of the faculty member's classroom discussion, except where standards of scholarship or integrity have been violated;
- iii. The viewpoints expressed and actions taken in a faculty member's non-teaching roles in the university (includes committee and faculty work, group sponsorship, association with other university activities), provided that they reflect scholarly integrity, appropriate restraint and respect for the opinions of others;
- iv. The subject or viewpoint expressed in the exercise of the rights of citizenship outside the university, provided that public utterances and

actions reflect scholarly integrity, are exercised with appropriate restraint, show respect for the opinions of others, and that every effort is made to indicate that the faculty member is not a spokesperson for the University;

- v. Personal factors except where they involve major conditions such as gross immorality, flagrant social misconduct, evident dishonesty, and physical and mental incapacity.

## H. PROCEDURES FOR GRANTING TENURE

During the sixth year prior to November 1, a decision is made in regard to the granting of tenure in accordance with the indicated procedures.

Consideration of a person for tenure begins in the fifth year of full-time service. By October 15 in the candidate's fifth year, the Provost's office notifies the candidate, the department head and the Promotion and Tenure Committee of the candidate's eligibility for consideration of tenure. The Promotion and Tenure Committee initiates an evaluation based on the criteria for tenure within the spring semester of the candidate's fifth year.

The candidate should then prepare an electronic portfolio to support their application for tenure. Guidelines for preparation of the portfolio may be obtained from the Promotion and Tenure Committee. The candidate will submit a portfolio to the Provost's office by August 1 and will receive a dated receipt for the portfolio. The candidate also should solicit a letter of recommendation from their department head, to be sent directly to the Provost's office. The Promotion and Tenure Committee then evaluates the faculty member's portfolio as well as other materials that the committee has gathered.

The Promotion and Tenure Committee will forward its written tenure recommendation to the Provost and the President by October 10 of the candidate's sixth year. The Provost's recommendation is sent to the President by October 15. The decision of the President based on the criteria for tenure will be tendered in writing by November 1.

Such notice will indicate the Promotion and Tenure Committee's recommendation and the reasons for the decision. If tenure is not granted, the following year will be the faculty member's terminal year at Morningside University.

If the President denies tenure, the faculty member has fifteen (15) working days from the date of notification to appeal the decision on the basis of procedure and/or alleged violation of academic freedom. The President, after reviewing the request on procedure and in consultation with the Provost, shall notify the faculty member in writing, within fifteen (15) working days, of one of the following:

1. No violation discovered, in which case the appeal is denied and the matter closed;
2. Violation discovered, but of a technical nature which made no difference to the outcome of the case, in which instance the President shall decide whether to close or to reopen the case; or
3. A major violation discovered that could have made a difference in the outcome, in which case the case will be reopened.

If the faculty member wishes to appeal on any other basis they must use the grievance procedure as outlined in Section IV, P., in the Faculty Handbook.

## I. PROMOTION

The system of promotion is intended to acknowledge excellence in teaching, maintenance of professional relationships with students, professional development, university service, and community service. Promotion is dependent upon degrees, rank, eligibility criteria for promotion, and evaluation based on criteria for promotion and tenure.

Promotion (if approved) becomes effective with the year following the year of review.

### 1. Eligibility Criteria for Promotion:

- a. Instructor to Assistant Professor: There is a trial period of at least 5 years in the rank of instructor.
- b. Assistant Professor to Associate Professor: Normally occurs in the 6th year when tenure is granted (unless the probationary period was shortened at appointment for prior service).
- c. Associate to Full Professor: There is a trial period of at least 5 years in the rank of associate professor.

(For the job descriptions associated with each rank, see Section C.)

### 2. Criteria for Promotion

- a. Criteria for promotion of tenured/tenure-track faculty persons to Assistant Professor and Associate Professor are the same as those expected for tenure, with the four general categories in priority order:
  - i. Effective Teaching
  - ii. Effective Mentoring, Advising, and Student Interactions
  - iii. Continued Professional Development
  - iv. Effective Service to the University, Faculty, and/or Community

Regarding evidence in each category, see the criteria for tenure above (III G).

All successful candidates for Full Professor must demonstrate a sustained, distinguished record in the four general categories cited above appropriate to their roles, whether undergraduate or graduate. In addition, they must demonstrate positive influence on the academic culture, quality, and standards of the institution. Evidence that will be considered includes (not in priority order):

- Recognition within and/or beyond the university for teaching excellence
- Recognition within and/or beyond the university for contributions within one's field
- Recognition within and/or beyond the university for contributions to community and society
- Leadership or major contributions to faculty committees
- Constructive mentoring and positive modeling

### 3. Procedure for Promotion

Consideration of faculty for promotion normally proceeds as follows:

- a. Faculty members who wish to be considered for promotion submit their electronic portfolio to the Provost by October 1. The minimum time in rank for consideration is for outstanding faculty members; others should expect consideration after the minimum years. The candidate should solicit a letter of recommendation from his/her department head to be sent to the Provost by October 1.
- b. The Provost submits candidates' names by October 15 to the Promotion and Tenure Committee which initiates an evaluation based upon the criteria for promotion and tenure. In making recommendations, the committee considers the following information:
  - (1) promotion portfolio prepared by the candidate;
  - (2) survey results from the committee's electronic survey;
  - (3) department head letter of recommendation unless department head is the candidate;
  - (4) letters of support from staff or community members;
  - (5) interviews with at least two individuals from each category of interviewees (faculty/students) from the list of names provided by the candidate to the subcommittee;
  - (6) records in the Provost's office.
- c. The committee's recommendation is sent no later than February 15 to the Provost who then consults with the President of the University. The final decision is made by the President. The Provost reports the outcome to the faculty member in writing, with a follow-up conference regarding the evaluation.
- d. A faculty member who is not awarded promotion may submit their application for promotion in a succeeding year.

A faculty member who is not awarded promotion may initially appeal the decision on procedural matters only. The faculty member shall file a written request for reconsideration based on the procedural matters which they feel were omitted or followed incorrectly. This written request must be received by the President within fifteen (15) working days from the date of notification by the Provost.

The President, after reviewing the request on procedure and in consultation with the Provost, shall notify the faculty member in writing, within fifteen (15) working days, of one of the following:

1. No violation discovered, in which case the appeal is denied and the matter closed;
2. Violation discovered, but of a technical nature which made no difference to the outcome of the case, in which instance the President shall decide whether to close or to reopen the case; or
3. A major violation discovered that could have made a difference in the outcome, in which case the case will be reopened.

**J. THIRD YEAR PRE-PROMOTION EVALUATION (Continuing Non-Tenure-track Faculty and Continuing Non-Tenure Track Performing Arts Positions)**

The third year Pre-Promotion evaluation is intended both to improve faculty quality and to assist new instructors in knowing how they are performing in teaching, advising, and service to university and community. The process comes at a point that instructors should be acclimated to the responsibilities of their positions. A careful assessment and a subsequent conference provide the basis for an understanding between the instructor and Morningside University as to expectations. In turn, planned efforts to facilitate improvement are encouraged. The process normally is as follows:

1. The evaluation is conducted during the third year of service. It is initiated by the Promotion and Tenure Committee on the basis of names provided by the Provost.
2. The Promotion and Tenure Committee selects a subcommittee of three for each candidate to be considered. The Pre-Promotion Subcommittee consists of two members of the Promotion and Tenure Committee and the Department Head in an advisory capacity (the Provost should designate a substitute if a department head is being evaluated). This Pre-Promotion Subcommittee considers materials in the Provost's file (including the First Year Evaluation by the department head), a discussion with the candidate, a pre-promotion portfolio, completed student evaluations of individual classes, results from the subcommittee's electronic survey, and interviews with selected students, faculty, and staff/administrators. (The subcommittee will interview at least two individuals from a candidate-supplied list of faculty members and at least two individuals from the list of students provided by the candidate to the subcommittee.) Other methods such as classroom visitations, assessments by community persons, and additional interviews with campus members may be considered if appropriate for the person being evaluated. Guidelines for preparation of the portfolio may be obtained from the Promotion and Tenure Committee. The candidate will submit a portfolio to the Provost's office by March 1.
3. The Pre-Promotion Subcommittee conducts an electronic survey of all full-time faculty and staff/administrators and appropriate students. Data results from the electronic surveys will be provided to the candidate. Each student must have taken at least one course from, or be an advisee of, the candidate being evaluated.
4. With all evaluation materials in hand, the Pre-Promotion Subcommittee assesses the candidate on the basis of the criteria for annual evaluation and prepares a written report of the faculty member's progress in each of the four criteria areas. This report is forwarded to the Provost and the Promotion and Tenure Committee and reviewed with the faculty member being evaluated, who has the right to prepare a written response for the Provost and the Pre-Promotion Subcommittee.
5. The Pre-Promotion Subcommittee meets with the candidate and the Provost to discuss the assessment and expectations regarding performance in the four criteria areas. Materials that do not compromise confidential sources may be given to the instructor to facilitate improvement. The report is signed by the instructor, members of the Pre-Promotion Subcommittee, and the Provost to indicate agreement that the conference occurred and that there is mutual understanding of its content.
6. The department head ordinarily is the key person to work with the candidate on areas for improvement and should specifically address the faculty member's progress in these areas in the annual department head evaluations.

## **K. PROMOTION (Continuing Non-Tenure Track and Continuing Non-Tenure Track Performing Arts Positions)**

The system of promotion for non-tenure track faculty is intended to acknowledge excellence in teaching, maintenance of professional relationships with students, professional development, and appropriate service. Promotion (if approved) becomes effective with the year following the year of review.

1. Eligibility Criteria for Promotion (Continuing Non-Tenure Track Positions): Instructor to Assistant Professor: evaluation of the-four general categories in priority order:
  - a) Effective Teaching
  - b) Effective Mentoring, Advising, and Student Interactions
  - c) Continued Professional Development
  - d) Effective Service to the University, Faculty, and/or Community

Regarding evidence in each category, see the discussion in Section III.G.

There is a trial period of at least five years in the rank of instructor; instructors may apply for promotion to the rank of assistant professor in their sixth year or thereafter.

2. Eligibility Criteria for Promotion (Continuing Non-Tenure Track Performing Arts Positions): Instructor to Assistant Professor: evaluation of the four general categories in priority order:
  - a) Effective Teaching
  - b) Effective Service to the University
  - c) Effective Mentoring, Advising, and Student Interactions
  - d) Continued Professional Development

Regarding evidence in categories a), c), and d) see the discussion in Section III.G. for a), b), and c)

For b):

Evidence that will be considered includes (not in priority order):

- Cooperativeness and collegiality
- Contributions to the University through recruiting students
- Contributions to the department
- Attendance/participation at university activities
- Promotion of the university through service to the University that reaches the community and/or models for our students

There is a trial period of at least five years in the rank of instructor; instructors may apply for promotion to the rank of assistant professor in their sixth year or thereafter.

### 3. Procedure for Promotion

Consideration of faculty for promotion normally proceeds as follows:

- a. Non-Tenure Track Continuing Faculty members who wish to be considered for promotion submit their electronic portfolio to the Provost by October 1. The

minimum time in rank for consideration is for outstanding faculty members; others should expect consideration after the minimum years. The candidate should solicit a letter of recommendation from his/her department head to be sent to the Provost by October 1.

- b. The Provost submits candidates' names by October 15 to the Promotion and Tenure Committee which initiates an evaluation based upon the criteria for promotion. In making recommendations, the committee considers the following information:
  - (1) Promotion portfolio prepared by the candidate;
  - (2) Survey results from the committee's electronic survey; data results provided to the candidate
  - (3) Department head letter of recommendation unless department head is the candidate;
  - (4) Letters of support from staff or community members;
  - (5) Interviews with at least two individuals from each category of interviewees (faculty, students, staff/administrators) from the list of names provided by the candidate to the subcommittee.
  - (6) Records in the Provost's office.
- c. The committee's recommendation and the compiled promotion portfolio (b.1 to b.5 above) is sent no later than February 15 to the Provost who then consults with the President of the University. The final decision is made by the President. The Provost reports the outcome to the faculty member in writing, with a follow-up conference regarding the evaluation.
- d. A faculty member who is not awarded promotion may request their application for promotion be resubmitted by their department head in a succeeding year. A faculty member who is not awarded promotion may initially appeal the decision on procedural matters only. The faculty member shall file a written request for reconsideration based on the procedural matters which they feel were omitted or followed incorrectly. This written request must be received by the President within fifteen (15) working days from the date of notification by the Provost. The President, after reviewing the request on procedure and in consultation with the Provost, shall notify the faculty member in writing, within fifteen (15) working days, of one of the following:
  - (1) No violation discovered, in which case the appeal is denied and the matter closed;
  - (2) Violation discovered, but of a technical nature which made no difference to the outcome of the case, in which instance the President shall decide whether to close or to reopen the case; or
  - (3) A major violation discovered that could have made a difference in the outcome, in which case the case will be reopened.

## **L. RETIREMENT**

1. Normal Retirement

Normal retirement age remains the same at 65; however, an individual may work beyond normal retirement age to the extent allowable under federal and state law.

2. Early Retirement

Where there are mutual advantages, the administration is authorized to work with the employee to design a program allowing for early retirement prior to normal retirement age 65. See Early Retirement Policy - Section VI – Amendments, Policies and Other Matters.

3. Retirement Plans

See Section V – C. Retirement Plans

## **M. FACULTY EMERITUS**

A person must be retired to be nominated for faculty emeritus status. In the fall semester following the year of retirement, the Faculty Senate will publicize the names of all retirees, eligible to be considered for emeritus status and seek nomination, which would include letters of support from faculty and/or the administration.

The Faculty Senate will collect nominations, with letters of support, by November 1 and forward them to the Provost who would select those to be honored with emeritus status.

Categories of consideration for emeritus status include contributions to the university, contributions to the community, and contributions to the academic field in which the retiree worked.

"Faculty emeritus" means "Faculty of Merit" and should be bestowed as an honor and not as an entitlement.

## **N. TERMINATION AND SANCTIONS**

Dismissal of a faculty member, tenured or untenured, will normally occur only with adequate cause. Dismissal prior to the expiration of the contract period shall be only for adequate cause. All of the procedures for termination of tenure are applicable in such a case except for provisions as to when notice of termination will be given. Notice of non-reappointment or of an intention not to recommend reappointment should be given in writing in accordance with the following standards:

1. Termination Prior to Tenure

- a. Not later than March 1 of the first academic year of service, if the appointment expires at the end of the year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination;
- b. Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year, or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.

- c. At least twelve months before the expiration of an appointment after two or more years of service.

## O. CAUSES FOR TERMINATION OF TENURE

### 1. Financial Exigency

Termination of an appointment with continuous tenure, or of a probationary or special appointment before the end of the specified term, may occur because of a demonstrably bona fide financial exigency, i.e., an imminent financial crisis that threatens the survival of the institution as a whole and which cannot be alleviated by less drastic means.

- a. The determination of whether a condition of financial exigency exists or is imminent shall be made by the University's Board of Directors on its own motion or upon recommendation of the President, after consultation with the Faculty Senate. Judgments regarding where within the overall academic program termination of appointments may occur involve considerations of educational policy. Hence, the Faculty Senate will make recommendations in that regard to the Provost and the President. The President, however, has the ultimate responsibility and authority for identifying the individuals whose appointments are to be terminated pursuant to this section.
- b. If the Administration issues notice to a particular faculty member of an intention to terminate the appointment because of financial exigency, the faculty member may appeal that decision to the Faculty Grievance Coordinator, which then would forward the appeal and a recommendation regarding the appeal to the Executive Committee of the University's Board of Directors, whose decision shall be final. The Grievance Panel hearing need not conform in all respects with a proceeding conducted pursuant to Section N, Procedures for Termination of Tenure, but the essentials of an on-the-record adjudicative hearing will be observed. The issues in this hearing may include:
  - (i) The existence and extent of the condition of financial exigency. The burden will rest on the administration to prove the existence and extent of the condition. The findings of the Faculty Senate on this issue or of previous proceedings involving the same issue may be introduced.
  - (ii) The validity of the educational judgments and the criteria for identification for termination; but the Faculty Senate's acceptance of administrative recommendations on these matters will be considered presumptively valid.
  - (iii) Whether the criteria are being properly applied.
- c. If the University, because of financial exigency, terminates faculty appointments, it will not at the same time make new faculty appointments except in extraordinary circumstances where a serious distortion in the academic program would otherwise result. The appointment of a faculty member with tenure will not be terminated in favor of retaining a faculty member without tenure, except in extraordinary circumstances where a serious distortion of the academic program would otherwise result.

- d. Termination of a tenured faculty member shall occur only after reasonable efforts have been made to place the faculty member in another suitable position at the University. If placement in another position would be facilitated by a reasonable period of training, financial and other support for such training will be proffered. The University's obligation to those faculty members whose academic base has been discontinued or curtailed must be balanced with the considered opinion of the receiving department on the suitability of any transfer. The final decision on any transfer from one position to another shall be made by the President.
- e. In all cases of termination of appointment of a tenured faculty member because of financial exigency, the place of that tenured faculty member will not be filled by a replacement for a period of three years, unless the released faculty member has been offered reinstatement and a reasonable time in which to accept or decline it.
- f. A faculty member whose appointment is being terminated because of financial exigency will be given notice of termination, if reasonably possible, no later than November 1. In such instances, the faculty member would continue to teach for the remainder of that academic year. If tenured, the faculty member would then receive compensation equal to his/her annual salary for one year from the date of termination. Severance packages will be offered to non-tenured faculty members by the Administration and the Board of Directors.

## 2. Discontinuance of Program or Department Not Mandated by Financial Exigency

Termination of an appointment with continuous tenure may occur as a result of bona fide formal discontinuance of a program or department of instruction. The following standards and procedures will apply.

- a. The decision to discontinue formally a program or department of instruction will be based essentially upon educational consideration. ("Educational considerations" do not include cyclical or temporary variations in enrollment. They must reflect long-range judgements by the faculty that the educational mission of the institution as a whole will be enhanced by the discontinuance.) Such a proposal may be made by the administration of the university or by the appropriate faculty committee, normally the curriculum committee. A decision of this kind must be approved by the faculty as a whole.
- b. Before the administration issues notice to a faculty member of its intention to terminate an appointment because of formal discontinuance of a program or department of instruction, the institution will make every effort to place the faculty member concerned in another suitable position. If placement in another position would be facilitated by a reasonable period of training, financial and other support for such training will be proffered. If no position is available within the institution, with or without retraining, the faculty member's appointment then may be terminated, but only with proviso for severance salary equitably adjusted to the faculty member's length and quality of past and potential service.
- c. A faculty member may appeal a proposed relocation or termination resulting from

a discontinuance and has a right to a full hearing before the Faculty Senate. The hearing need not conform in all respects with a proceeding conducted pursuant to Section P, Procedures for Termination of Tenure, but the essentials of an on-the-record adjudicative hearing will be observed. The issues in such a hearing may include the institution's failure to satisfy any of the conditions specified in Section N, Termination and Sanctions. In such a hearing a faculty determination that a program or department is to be discontinued will be considered presumptively valid, but the burden of proof on other issues will rest on the administration.

3. Termination for Cause

A faculty member with continuous tenure or with a special or probationary appointment before the end of the specified term may be terminated for serious failure of duty, improper performance of duty, or wrongful conduct in the execution of duty with reference to their professional capacities as a teacher or researcher.

4. Termination for Medical Reasons

Termination of an appointment with tenure for medical reasons will be based upon clear and convincing medical evidence that the faculty member cannot continue to fulfill the terms and conditions of the appointment. The decision to terminate will be reached only after there has been appropriate consultation and after the faculty member concerned, or someone representing the faculty member, has been informed of the basis of the proposed action and has been afforded an opportunity to respond to the evidence. If the faculty member or a person representing the faculty member so requests, the evidence will be reviewed by the Faculty Senate before a final decision is made by the Board of Directors on the recommendation of the administration. The VP for Academic Affairs will recommend to the President what severance payments, if any, will be made beyond the effective date of dismissal, taking into account the length and quality of the service of the faculty member.

Nothing in this policy should be taken to violate the rights of a member of the faculty under the Americans with Disabilities Act.

5. Retirement

Tenure is automatically terminated upon retirement from the faculty.

6. Review

In cases of termination of appointment, the Board of Directors will be available for ultimate review.

## **P. PROCEDURES FOR TERMINATION OF TENURE**

1. Adequate cause for dismissal will be related, directly and substantially, to the fitness of faculty members in their professional capacity as teachers or researchers. Dismissal cannot be used to restrain faculty members in their exercise of academic freedom or

other rights of an American citizen or permanent resident of the United States.

2. In all such cases, efforts towards dismissal should be preceded by discussion between the faculty member and appropriate administrative officers looking towards a mutual settlement and, if necessary, informal inquiry by the Faculty Senate which may, failing to effect an adjustment, determine whether in its opinion dismissal proceedings should be undertaken. The Faculty Senate's opinion is not, however, binding upon the President. A formal dismissal effort must also be preceded by a formal statement of charges, framed with reasonable particularity by the President or the President's delegate.
3. The Faculty Senate will serve as the elected hearing committee. Members deeming themselves disqualified for bias or interest will remove themselves from the case, either at the request of the faculty member charged or at their own initiative. Each party will have one challenge without stated reason. The Faculty Senate will appoint alternates as needed.
  - a. Pending a hearing, the faculty member will be suspended or assigned to other duties only if immediate harm to the faculty member or others is threatened by continuance. The President or Provost will consult with the Faculty Senate before imposing a suspension. Salary will continue during the period of suspension.
  - b. The hearing committee may, with the consent of the parties concerned, hold joint pre-hearing meetings with the parties in order to simplify the issues, effect stipulations of facts, provide for the exchange of documentary or other information, and achieve other appropriate pre-hearing objectives as will make the hearing fair, effective, and expeditious.
  - c. Service of notice of hearing with specific charges in writing will be made at least twenty days prior to the hearing. The faculty member may waive the hearing or respond to the charges in writing at any time before the hearing. If the faculty member waives the hearing but denies the charges or asserts that the charges do not support a finding of adequate cause for dismissal, the Faculty Senate will evaluate all available evidence and rest its recommendation upon the evidence in record.
  - d. Hearings of the committee will be closed to the public except by the mutual agreement of the Faculty Senate, the President, and the faculty member.
  - e. During the hearing, the faculty member may choose an advisor or counselor. The University may also choose an advisor or counselor.
  - f. At the request of either party, a representative of a responsible educational association will be permitted to attend the hearing as an observer.
  - g. A tape recording of the hearing will be made and complete minutes kept. Copies of each are available to the faculty member and to the University.
  - h. The burden of proof that adequate cause for termination exists rests with the institution and can only be satisfied by a preponderance of the evidence in the record considered as a whole.

- i. The hearing committee may grant adjournments to enable either party to investigate evidence if a valid claim of surprise is made.
- j. The faculty member may secure and present necessary witnesses and documentary or other evidence. The administration will cooperate with the hearing committee in securing witnesses and making available documentary and other evidence.
- k. The faculty member and the administration will have the right to confront and cross-examine all witnesses. If the committee believes the interests of justice require the acceptance of written statements from witnesses who cannot or will not appear, it will, where possible, provide the opportunity for interrogatories.
- l. If there is a charge of incompetence, the committee will hear testimony from a qualified faculty member from this or other institutions.
- m. The committee will not be bound by strict rules of legal evidence and may admit any evidence which is of probative value in determining the issues involved. Every reasonable effort will be made to obtain the most reliable evidence available.
- n. The findings of fact and the decision will, however, be based solely on the hearing record.
- o. Aside from such simple announcements as may be required covering the time of the hearing and similar matters, public statements and publicity about the case will be avoided both by the faculty member and the administration during the hearing. The President and the faculty member will be notified of the decision in writing and will be given a copy of the record of the hearing.
- p. If the hearing committee concludes that adequate cause of dismissal has not been established by the evidence in the record, it will so report to the President. If the President rejects the report, the President will state the reasons for doing so in writing to the Faculty Senate and to the faculty member and provide an opportunity for response before transmitting the case to the Board of Directors. If the Faculty Senate concludes that adequate cause for a dismissal has been established but that an academic penalty less than dismissal would be more appropriate, it will so recommend, with supporting reasons.
- q. If dismissal or other severe sanction is recommended, the President shall transmit the recommendation to the Board of Directors. The Board's review will be based on the record from the Faculty Senate hearings but may also provide for testimony from the principals in the case. The Board may either sustain the conclusions of the Faculty Senate or return the proceeding to the Faculty Senate with specific objections. The Faculty Senate will reconsider, taking into account the stated objections and hearing new evidence if necessary. The Board of Directors will make a final decision only after study of the Faculty Senate's reconsideration.
- r. Reasonable terminal salary will be recommended by the Provost, taking into consideration the length and quality of the faculty member's service and the

nature of the charges in the case. In cases of moral turpitude or other gross malfeasance, no terminal salary need be awarded.

#### **Q. PROCEDURES FOR IMPOSITION OF SANCTIONS OTHER THAN DISMISSAL**

1. If the administration believes that the conduct of a faculty member, although not constituting adequate cause for dismissal, is sufficiently grave so as to justify imposition of a severe sanction, such as suspension from service for a stated period, the administration may institute a proceeding to impose such a severe sanction. The procedures outlined in Section R, Grievance Policy and Procedures, will be used for such a proceeding.
2. If the administration believes that the conduct of a faculty member justifies the imposition of a minor sanction, such as a reprimand, it will notify the faculty member of the basis for the proposed sanction and provide the faculty member with an opportunity to persuade the administration that such a sanction should not be imposed. A faculty member who believes that a minor sanction has been unjustly imposed may petition the faculty grievance coordinator for such action as may be appropriate.

#### **R. GRIEVANCE POLICY AND PROCEDURES**

Informal resolution of grievances is always preferred. The purpose of this procedure is to promote prompt and efficient resolution of grievances through mediation when informal resolution fails.

##### **Definitions:**

1. **Grievance Coordinator:** Appointed by the faculty senate and having the duties described in the section title "Grievance Coordinator".
2. **Grievant:** The individual bringing forward a grievance.
3. **Respondent:** Individual or group against whom the grievance is filed. If a grievance is filed against a group (such as a committee or a department), the group chooses one of their members to communicate with the coordinator.
4. **Review Panel:** Five faculty members chosen as described by the policy to review documents from the grievant and the respondent relative to a particular grievance and then render a decision on the validity of the grievance and the appropriateness of the requested resolution.
5. **Day:** The word day, as used in the procedure below, shall mean days during which classes are in session, including final exams, May Term, and Summer Session.
6. **Grievance:** A grievance is defined as a claim by an individual faculty member that there has been a breach, violation, misinterpretation, or misapplication of university policy or established past procedural practice; or a decision contrary to the proper merits of the case that adversely affects the employment rights or entitlements of the faculty member. A formal grievance is a statement written by the grievant that includes the following (in the order given):

- 6.1 The name of the Grievant
- 6.2 The name of the Respondent (individual or group)
- 6.3 A description of the action(s) of the respondent that is/are the subject matter of the grievance.
- 6.4 Rationale explaining how the alleged action(s), in the view of the grievant, was/were a breach, violation, misinterpretation, or misapplication of university policy or established past procedural practice and how the action(s) adversely affected the employment rights or entitlements of the faculty member.
- 6.5 The resolution sought by the grievant and rationale as to why the requested resolution is appropriate.

**Policies:**

1. Any actions or decisions related to the following are considered non-grievable actions under this grievance process as each has an alternate process:
  - a. Decisions regarding the denial of tenure (see Section IV, subsection H. of the Faculty Handbook).
  - b. Decisions regarding the promotion of a faculty member (see Section IV, subsections I. and K.).
  - c. Decisions regarding dismissal of tenured faculty because of financial exigency, program discontinuance, cause, or medical reasons (see Section IV, subsections O. and P.).
  - d. Matters related to sexual harassment, gender-based discrimination, or sexual violence (see Section VI Sexual Harassment Policy and the University Title IX webpage for complete policies).
  - e. Matters related to potential discrimination in conflict with the University non-discrimination policy, Employee Non-Harassment policy, or the University Equal Employment Opportunity statement (see the Vice President for Academic Affairs or the Vice President for Business and Finance to determine an appropriate process).
2. Any actions or decisions related to the following are considered inherently non-grievable actions:
  - a. Decisions regarding the non-reappointment of non-tenured or contract faculty.
  - b. Decisions related to faculty merit performance or salary adjustment.
3. If you have questions about what may or may not constitute a grievable action, consult with the Grievance Coordinator or the Vice President for Academic Affairs.
4. In recognition of the fact that the commitment of the University and the grievant to this process is necessary in order to achieve its objectives, if the grievant seeks resolution of the subject matter of a pending grievance by any set of procedures other than those established in this section (not including attempts internal to the University at

informal resolution), whether administrative or judicial, the University shall be under no obligation to continue the process outlined in this grievance procedure.

5. Grievances are brought by individual faculty members. However, multiple individual grievances arising from the same incident may be reviewed concurrently by the same review panel at the discretion and with the approval of the grievance coordinator.
6. Time limits are meant to be maximums, but all persons involved are encouraged to act as expeditiously as possible. Any action required to be taken by the grievant or respondent within a specified period of time that is not done within the time limit results in the following:
  - a. If the grievant fails to act within the time limits provided herein the university shall have no responsibility to proceed with the grievance and the grievance shall be considered to have been withdrawn.
  - b. If the respondent fails to act within the time limits provided herein the grievance proceeds to the next step or substep. The respondent is considered to have waived the right to any benefit from the action of the missed step and to have waived any right to subsequently try to complete such actions.
  - c. The grievance coordinator may suspend the grievance process for a specified period of time only in the most extraordinary circumstances, such as sudden serious illness or accident that makes it impossible for grievant or respondent to complete a step.
7. If the grievance coordinator is a grievant, a respondent, or is unable to serve (due to health or a personal connection to the grievance), the faculty senate will appoint a new coordinator.

**Procedures:**

1. The grievant must first provide a copy of a formal grievance to all three members of the grievance coordinator (in paper or electronic form). This must be done within 15 days of the date on which the grievant knew, or should have known, of the action(s) that occasioned the grievance. The grievant may also include attachments to the grievance. Such attachments may include statements from individuals having first-hand knowledge of actions that occasioned the grievance, or any other relevant documentary evidence that the grievant wishes to include.
2. The grievance coordinator forwards a copy of the formal grievance to the respondent. This must be done within 3 days of the date that the formal grievance was received by the coordinator.
3. This step provides for a set of alternating documentary exchanges between grievant and respondent via the grievance coordinator. It permits at most two statements from each party. These statements may include attachments of the sort that may be attached to the original grievance. When a statement is forwarded to another party, all of its attachments are forwarded as well. If one party chooses not to respond at a given step, or does not respond within the requested time limit, then this step ends with the statements already provided and proceeds to the next step.

- 3.1 **Initial Response:** The **respondent** may write a response to the formal grievance and provide it to the grievance coordinator within 5 days of the date that the **respondent** receives a copy of the formal grievance. If the **respondent** provides a written response to the coordinator, the coordinator forwards the response to the **grievant** within 2 days of the date that the committee receives it. The **respondent** may choose to not respond and inform the grievance coordinator of this choice, in which case none of the remaining sub steps occur and the procedure moves to step 4.
- 3.2 **Grievant's Second Statement:** The **grievant** may write a response to the statement from the previous sub step and provide it to the grievance coordinator within 5 days of the date that the **grievant** receives a copy of the statement submitted in sub step 3.1. This response should only address issues raised in the initial grievance or the response to it. This response should not raise new issues. If the **grievant** provides a written response to the coordinator, the coordinator forwards the response to the **respondent** within 2 days of the date that the coordinator receives it. The **grievant** may choose to not respond and inform the grievance coordinator of this choice, in which case none of the remaining sub steps occur and the procedure moves to step 4.
- 3.3 **Respondent's Second Statement:** The **respondent** may write a response to the statement from the previous sub step and provide it to the grievance coordinator within 5 days of the date that the **respondent** receives a copy of the statement submitted in the previous sub step. This response should only address issues raised in previous statements. This response should not raise new issues. If the **respondent** provides a written response to the coordinator, the coordinator forwards the response to the **grievant** within 2 days of the date that the coordinator receives it. The **respondent** may choose to not respond and inform the grievance coordinator of this choice, in which case the procedure then moves to step 5.
4. As soon as possible, but within 5 days of the date that the coordinator receives the last statement or response from step 3, the coordinator will assemble a review panel pool of 10 randomly selected faculty members. Faculty members invited to serve on a review panel will be told who is the grievant and who is the respondent, but nothing more. Potential review panel members are expected to keep this information confidential forever. A faculty member appointed as a member of the pool may seek to be excused from serving. In such a case the faculty member explains to the grievance coordinator the reason(s) for which the faculty member is seeking to be excused; the coordinator will determine if the reasoning for the excuse is sufficient or not and make decisions based upon review. If faculty members are excused from serving, the coordinator must appoint others until there is a pool of 10 faculty members. Members of the pool are given no information about the grievance other than the names of the grievant and of the respondent. The names of the faculty members in the pool are forwarded to the grievant and to the respondent.
5. Within 2 days of the date that the coordinator forwards the names of the review panel pool to the grievant and the respondent they each independently either inform the coordinator of one or two members of the pool they wish to challenge or inform the committee that they have no challenge. If a party to the grievance fails to communicate either of these options to the coordinator within the time limit then that party waives the

right to challenge a member of the pool and is considered to have returned a reply of no challenge.

6. Once the challenge or no challenge replies have been received, the grievance coordinator removes challenged members of the pool and randomly selects five of the ten faculty members to serve as the review panel. Any members of the pool beyond the final 5 are excused from serving with the caveat that they may be called as alternates. At this point, no member of the review panel should know who the other members of the panel are.
7. The coordinator informs the members of the panel that they have been selected, provides paper copies of all statements and documents from the grievant and the respondent to them, provides each panel member a copy of university policies relevant to the grievance, and sets a date, time and place for the review panel to meet. If there is a second statement from either the grievant or the respondent (or both) the coordinator reminds the panel members that second statements should only address issues raised by the first statement of each party and, should they find new issues raised in second statements these should be ignored. The coordinator should attempt to ensure that several of those not chosen from the pool are also available at the given date and time to serve as alternates. This step must be completed within 4 days of the date that step 6 is completed. The date of the meeting should be no later than 20 days from the date that step 6 is completed. It should provide sufficient time for members of the panel to review the statements and documents. Each member of the panel may submit to the coordinator a list of questions (for purposes of clarification) for the grievant and/or respondent. Such lists, if submitted, must be submitted at least 3 days prior to the date of the review panel meeting. The coordinator conveys these questions to the appropriate party or parties (grievant, respondent, or both) and provides the copies of the written answers to all members of the panel. At this point, no member of the review panel should know who the other members of the panel are. Members of the panel are responsible to keep the statements and documents in a secure place, and to not discuss them with other faculty members.
8. The review panel assembles at the designated date, time, and place. If a regular panel member is not able to attend for some compelling reason, the coordinator contacts an alternate panelist by phone and requests the alternate's attendance at the meeting. If all 5 original panel members attend, the coordinator contacts the alternate panel members and informs them that they are not needed. Only grievance coordinator and the panel members themselves will, in the end, know the composition of the review panel. This information is meant to be kept confidential forever. The meeting proceeds as follows:
  - 8.1 The coordinator provides each panel member a copy of any answers (to panel member queries) that were not received in time to be forwarded prior to the meeting. If there are one or more alternates who were not able to receive other documents prior to the meeting, the coordinator provides them at this point.
  - 8.2 The coordinator leaves the room. However, the coordinator should remain available to the panel members while they meet. The panel members discuss the statements and supporting documents. They come to a decision (with at least a majority of the panel members in agreement) on the following:
    - 8.2.1 Whether or not to confirm the grievance.

- 8.2.2 If the review panel decides to confirm the grievance, they also decide if the resolution sought by the grievant is appropriate. If they determine that the resolution is too severe, they recommend an alternate resolution.
    - 8.2.3 Panel members may choose to request a second meeting before making a decision. If they do this, the coordinator sets the date for the second meeting. This should be no longer than 5 days after the initial meeting. If there is a second meeting, then parts 8.2.1, 8.2.2, 8.3 and 8.4 are completed at the second meeting.
  - 8.3 The review panel then writes a brief document (generally no more than one page) containing the following:
    - 8.3.1 Whether or not the grievance is confirmed.
    - 8.3.2 If the grievance is confirmed, then the resolution recommended by the review panel.
    - 8.3.3 Any (brief) rationale the review panel thinks it appropriate to include. This rationale should contain only the essential elements influencing the review panel's decision.
  - 8.4 The review panel then calls the coordinator back into the room, conveys the document giving their decision to the coordinator, returns to the coordinator all documents they received in step 7, and departs.
9. Review panel members who disagree with decision, in whole or in part may, within 3 days of the panel's meeting, send to the coordinator an individual statement regarding the grievance. Any panel member who intends to do this should inform the convener of this at the time that the review panel gives the coordinator its decision.
10. Within 5 days of the panel's meeting, the coordinator forwards a copy of the panel's decision, any individual statements by review panel members, and the statements and documents provided by the grievant and respondent to the President of the University (or, if the President is one of the involved parties, to the Chair of the Board of directors).
11. Within 20 days of receiving the documents forwarded by the coordinator, the individual (President or Chair) receiving these documents will render a written decision on the disposition of the grievance and send it to the coordinator.
12. Within 2 days of receiving the written decision of the President or the Chair, the coordinator forwards a copy of this document and a copy of the document giving the review panel's recommendation to the grievant and a copy of the same documents to the respondent. The coordinator then destroys all documents held by the grievance coordinator pertaining to the grievance. This concludes the grievance process.

## **V. BENEFITS**

Morningside University is pleased to provide the following benefits for the greater financial security of our eligible employees and their families, including domestic partners.

The following information outlines the principle provisions of the benefits listed below and is not intended to be a comprehensive description of each plan. For further information or explanation on any of these plans, contact the Human Resource Office.

Morningside University maintains these programs for the exclusive benefit of its employees. The University presently plans to maintain these programs for an indefinite period of time, although the University reserves the right to amend or terminate such programs in the future. Appropriate written plan documents shall be made available to employees for inspection or copy, upon reasonable request.

### **A. SALARIES**

#### **1. ACADEMIC YEAR**

Faculty members are paid in twelve equal monthly installments on the last working day of each month beginning with the month of September. Salaries are based on a service period of nine months unless the appointment is for a different period. Benefits are determined by the salary of the individual faculty member's employment agreement. Deductions that will be made from your check include those required by the Federal Government and State of Iowa for income withholding and for Social Security and Medicare. All other university sponsored programs will be withheld upon appropriate authorization by the employee. When payday falls on a weekend or holiday, payment will be made on the last working day preceding the weekend or holiday. All employees are required to use automatic payroll deposit or the VISA Focus Card, in accordance with Iowa law. A form must be completed in the Human Resources Office which requires a voided check(s) of the bank(s) where funds will be deposited. Anytime a change in bank(s) or account(s) is made, the Human Resources Office must be notified in advance. The administration informs the faculty each year concerning the salary ranges and the median salary corresponding to each rank.

#### **2. SUMMER, EVENING AND OVERLOAD**

When a faculty member offers a course on an overload basis during the regular academic year or offers a course in the summer session, payment will be made on a separate service agreement. Separate service agreement payments are not considered for benefit purposes. Deductions that will be made from separate service agreement payments will include those required by the Federal Government and State of Iowa for income withholding and for Social Security and Medicare.

### **GARNISHMENTS AND LEVIES**

Morningside University will honor all lawfully-issued court orders to garnish employee wages. All such orders for wage assignment or voluntary assignments will be honored. In cases of multiple wage assignments, priority for honoring them will be in the following order:

1. Child Support
2. The following will be honored in the order received:

- a. Federal, state and local tax levies
- b. Creditor garnishments
- c. Student Loans
- d. Voluntary Assignments

Appropriate remittances will be made of monies collected. Human Resources will maintain confidential files which will contain court orders, IRS levies, monies collected, and any other pertinent information concerning affected employees.

## **B. PROFESSIONAL BENEFITS**

### **1. SABBATICAL LEAVE**

A sabbatical leave may be provided in order to conduct a scholarly project, major course or curriculum revision, to gain new skills or areas of expertise, or to do creative work.

Tenured faculty are eligible to apply for a sabbatical leave after six or more years under a continuous full-time contract. An application may be submitted to the Provost not later than November 1 in the academic year preceding the proposed leave. All sabbatical applications will be forwarded to the Faculty Development Committee for review. The application must describe the proposed project and the benefits it will provide to the faculty member and to the university.

A sabbatical leave may be for one semester at full pay or for two semesters, each at half pay.

A faculty member's last sabbatical should be taken at least four years before the year of planned retirement.

The Faculty Development Committee will review sabbatical requests and make recommendations to the President and Provost in the form of a prioritized list by November 15<sup>th</sup> each year. The President and Provost will approve requests from the committee's prioritized list taking into consideration personnel needs and curricular pressures.

Within three months of completing a sabbatical leave, the faculty member must submit a full report of activities and accomplishments to the Provost and to the Faculty Development Committee.

The administration may waive any of these requirements to meet the best interests of the faculty and the university.

### **2. RESEARCH LEAVE FOR NON-TENURED FACULTY**

Faculty in the probationary period may apply for a one-semester or one-year leave in order to pursue an especially promising research agenda, take advantage of a special professional opportunity, or conduct significant creative work.

A research leave for non-tenured faculty may be granted when outside funding is available to replace the faculty member's salary. Alternatively, a leave may be granted with university support of a full salary for one semester or one-half for each of two

semesters.

An application for a research leave must be submitted to the Provost preferably before November 1 in the year before the leave is to be undertaken. Later applications will be considered where appropriate or when the opportunity is not known until later in the year.

The Provost and the President will review research leave applications each year and approve requests demonstrating sound academic goals. University personnel needs and curricular pressures will also influence the awarding of research leaves.

Within three months of completing a research leave, the faculty member must submit a full report of activities and accomplishments to the Provost and to the Promotion and Tenure Committee.

Faculty who wish to pursue additional graduate study on a full-time basis may apply for the research leave.

The administration may waive any of these requirements to meet the best interest of the faculty and the university.

### 3. LEAVE OF ABSENCE

The University may grant an unpaid leave of absence for further graduate work, extended travel, special opportunities related to a faculty member's professional work, or personal reasons.

Such leaves may be granted without loss of tenure or seniority. Non-tenured faculty members may be allowed to "stop the tenure clock" for such leaves where appropriate.

All decisions concerning leaves of absence are made on an individual basis. Regulations are purposely flexible to allow for the needs and circumstances of individual members of the faculty.

### 4. PROFESSIONAL MEETINGS

The University encourages active participation in professional meetings beyond the local level and encourages faculty to apply for Faculty Development Funds to attend these meetings.

### 5. PROFESSIONAL MEMBERSHIPS

The University encourages participation in professional organizations and to this end allows departmental funds to be used to pay a membership for each faculty member. Application for this benefit is made as a proposed part of the departmental budget.

### 6. MORNINGSIDE UNIVERSITY NEW FACULTY SEMINAR

#### **Purpose**

The purpose of the New Faculty Seminar is to orient and integrate faculty members within their first three years to the Morningside University community and culture, discuss Morningside University policies and procedures, and encourage connections between faculty members across departmental lines.

### **Goals**

The program will accomplish the following goals/outcomes:

- Introduce new faculty to the campus culture of Morningside University, including expectations of faculty and traditions;
- Assist new faculty in developing personal and professional networks;
- Provide necessary social support during the first three years at Morningside University and thus reduce stress;
- Introduce and help new faculty to use campus resources for successful teaching;
- Enhance professional development, and maximize successful tenure and promotion to increase retention of faculty;
- Provide education about and facilitate the pretenure/tenure/promotion process;
- Provide a constant source of collegial and professional support.

### **Program Design**

The Morningside University New Faculty Seminar is available to all full time, faculty who are in their first three years at Morningside and whose appointment requires teaching.

This seminar meets approximately once a month throughout the academic year. The Provost coordinates the seminar, which consists of group discussions, assigned readings, and guest visitors from across the campus. The President of the University attends at least one seminar each year.

In addition to the Provost, there is also a new faculty mentor. Ideally, this mentor would have successfully completed three years of the New Faculty Seminar and serve as a liaison between new faculty and the Provost. This person should have excellent listening and communication skills, and a positive attitude toward colleagues, institution, and administration. This person should be successful at Morningside University and demonstrate a willingness to foster a relationship of openness, understanding and trust, while maintaining the highest standards of confidentiality and ethical behavior.

## **C. RETIREMENT PLANS**

### **Retirement Plan – IAICU Multiple Employer Plan - TIAA (Teachers Insurance Annuity Association)**

Employees who have been with the University for 12 consecutive months and worked 1,000 hours or more may be eligible to participate in the TIAA Retirement Plan upon completion of the enrollment material.

Under the University's plan Morningside will contribute the following for eligible employees:

<b>Years of Service</b>	<b>Automatic (Fixed) Contribution from the University</b>	<b>Potential Match from the University (with equal or greater contribution from employee)</b>	<b>Total Potential Contribution from the University</b>
<1 year	0%	0%	0%
1-4 years	3%	0%	3%
5-9 years	3%	Up to 2%	5%
10+ years	3%	Up to 3%	6%

For details on this program and a copy of the Summary Plan Description contact the Human Resources Office or visit the Human Resources webpage.

**Tax-Deferred Annuities Plan**

The United States Government allows employees of educational institutions to make, through salary adjustments, contributions to their retirement program or supplemental retirement program free of federal and state income tax during the year the contribution is made (the tax is paid during retirement). Employees are eligible to participate in the plan effective day one of employment. Enrollment materials will be provided to new employees during their orientation, but employees who are interested in a 403(b) plan should contact the Human Resources Office for additional information and a copy of the Summary Plan Description.

**TIAA ROTH**

Employees can also elect through salary reductions to make after tax contributions to the TIAA ROTH. Employees are eligible to participate in the plan immediately. Enrollment materials will be provided during orientation, but employees can contact the Human Resource Office for additional information and a copy of the Summary Plan Description anytime.

**D. INSURANCE AND RELATED BENEFITS**

1. GROUP COMPREHENSIVE HEALTH INSURANCE PLAN INCLUDING DENTAL

Morningside University has a self-insured group health and dental insurance program with Wellmark Blue Cross Blue Shield. All benefits are fully explained in the Summary of Benefit Coverage and other materials that are given to all new employees during orientation with Human Resources. The Summary Plan Description and Summary of

Benefit Coverage is located on the Human Resources webpage, on MySide, and a copy can be requested at any time from Human Resources.

Full-time employees are eligible to enroll in the group comprehensive health insurance plan and/or the dental insurance plan. Classification as a full-time employee for purposes of determining eligibility for group health coverage will be determined according to applicable legal requirements under the Affordable Care Act and the terms of the Group Health Insurance Plan. Retired employees are eligible to enroll in the Medicare Supplemental Health Insurance Plan.

A newly hired employee must enroll during the first days for employment to elect health and/or dental insurance coverage or sign a form to waive the benefit. The benefits would then begin the first of the month following their date of hire.

Employees also have an option to enroll mid-year if they experience a family status change as outlined by the IRS or during the open enrollment period that is held each November.

### **Termination of Coverage**

Upon termination an employee and any dependents will be covered through the end of the month for which the last premium was deducted for. Coverage will cease automatically and without notice unless coverage is continued under the University's COBRA benefit.

## **2. LIFE INSURANCE/ACCIDENTAL DEATH AND DISMEMBERMENT**

A group term life insurance policy is furnished by Morningside University for full-time employees. The benefit will begin the first day of the month coinciding with or following thirty days of consecutive service. Human Resources provides this information to new employees during the orientation process. An application form must be completed.

The amount of insurance for each participant is determined by the salary of the individual employee. The value is equal to 150% of the base salary. Upon attaining age 65 the value of the term life is 65% of the 150% of the base salary.

This group term policy also carries with it an additional coverage of Accidental Death and Dismemberment, which provides 150% the face amount of the policy for accidental death.

A dependent life insurance policy is also provided by Morningside University for spouses and dependents of full-time employees. Full-time employees will be given a copy of the Summary Plan Description at the time of enrollment and the document is located on the Human Resources webpage as well. Employees can request a copy by contacting Human Resources.

## **3. SHORT TERM DISABILITY BENEFITS**

Eligible employees under this policy are full-time employees after 90 days of service with the University. Faculty members are exempt from the ninety 90 days of service requirement due to the unique nature of their association with the University prior to their starting date.

Full-time eligible employees who are medically disabled and unable to perform their duties due to a non-occupational illness or injury may receive up to six months of short-term disability salary and benefit continuation (“STD Benefits”) after a 5-day waiting period for the illness. With the exception of five (5) days, all annual paid vacation allowances and accrued sick days will be applied towards your leave before Morningside will continue salary and benefits according to policy for the remainder of the leave period, not exceeding 6 months for the eligible employees. Sick leave will continue to accrue during the disability period.

In order to qualify for STD Benefits under this policy, an employee must provide medical certification completed by a licensed physician verifying the employee’s inability to perform their duties.

Morningside may require a second medical opinion at the University’s expense. The University may also require further medical certifications during the claimed period of disability at the employee’s expense. Under this policy an employee may be allowed to take up to six-months of STD Benefits within a 12-month period.

Employees anticipating a need for STD Benefits and/or leave should promptly notify the University of the anticipated date of disability in order to plan staffing during the disability leave.

During the disability leave, the employee must continue to pay an employee required contribution to benefits. If the employee does not do so, benefits could be discontinued consistent with applicable law.

Compensation during the disability period will be as follows: After approval and the eligible employee has used up all but five (5) days of their paid vacation or accrued sick days towards the disability leave, the employee will continue to be paid at 100% of their base compensation for the remainder of and up to 8-week period. After that period, the employee will be paid at 60% of their base compensation level for the remainder of the short-term disability period.

If an employee is unable to work due to disability for more than six consecutive months, they may be eligible for long-term disability benefits under the University’s Group Long-Term Disability Plan

If the absence is due to a serious health condition that qualifies for the job protected/unpaid leave under the Family and Medical Leave Act (FMLA), The FMLA will apply. This policy and the benefits provided do not alter any FMLA rights, and in most cases, STD Benefits will run concurrently with FMLA leave

Partial (intermittent) days of leave will not be paid through STD benefits and may be paid or unpaid based on available leave balances

Nothing in the policy should be interpreted as providing a guarantee of continued employment or as providing job protection while an employee is receiving STD Benefits

under this policy. Indeed, to the extent allowed under the FMLA, ADA, and other applicable laws, an employee's employment may be terminated

Morningside has full discretion to make factual determinations related to coverage, eligibility, and qualification for STD Benefits, including the determination of whether the employee is disabled for purposes of the policy. Morningside also has full discretion to construe and interpret the terms of this policy.

The STD Benefits Policy may be amended, modified, or discontinued at any time in the sole discretion of Morningside, and as such the employee should not consider the above benefits to be accrued or vested.

### **Disability Leave Due to Pregnancy or Childbearing**

To the extent required by the Iowa Civil Rights Act, if sufficient leave is not available to an employee under any other benefit or leave plan or policy, a pregnant employee who is disabled by the pregnancy shall be entitled to an unpaid leave of absence for the period that the employee is disabled because of the employee's pregnancy, childbirth, or related medical conditions, but not to exceed eight weeks unless otherwise required by applicable law. This leave is only available in the unusual circumstance where the statutorily required period of leave is not available under any other policy or plan for a pregnancy-related disability. Accordingly, the leave period available under this policy shall be reduced by any period of leave or benefit available for the same condition under any other policy or plan of Morningside.

Generally, periods of disability related to pregnancy and/or childbirth are treated like any other short-term disability for purposes of receipt of STD benefits.

Once the University is notified of the employee's pregnancy, the University will request an indication of when the employee expects to go on disability leave in order to plan staffing during the leave.

#### **4. LONG TERM DISABILITY INSURANCE**

Long term disability insurance is furnished by Morningside University for all full-time employees. The benefit will begin the first day of the calendar month coinciding with or following thirty days of consecutive service.

180 days after a full-time employee becomes disabled or partially disabled, if approved the Long-Term Disability Insurance program provides for payment of 60% of basic monthly earnings (or a prorated amount), not to exceed the maximum monthly benefit of \$5,000. More detailed plan information can be obtained from Morningside University's Human Resource Office.

The Summary of Plan description is provided to eligible full-time employees when enrolled.

#### **5. WORKER'S COMPENSATION**

All employees of Morningside University, while on the job, are protected under the Iowa Worker's Compensation Laws, which provides compensation for work-related injuries or occupational diseases arising from and in the course of employment. If

you are injured while working, be certain to notify your supervisor and the Human Resources Office immediately. Even if an injury does not seem apparent, every accident on the job must similarly be reported to a supervisor or managerial-level employee.

The University bears the total expense of this insurance. The Human Resources Office requires the completion of a worker's compensation claim form within 24 hours of the incident. If medical attention is necessary, the University requires the employee be treated at a medical provider of its choice. Contact Human Resources for that information.

Employees should properly report all injuries or accidents or potential claims without fear of reprisal. Accidents reported and worker's compensation claims made in good faith will not result in disciplinary or retaliatory action.

## 6. FLEX-BENEFIT PLAN

Section 125 of the IRS Code makes it possible for employees to reduce their salary by a specific amount through a Flexible Spending Account (FSA). FSAs are offered as an option to full-time employees. The Flex-Benefit Plan covers Medical Expense Reimbursement and Dependent Care Reimbursement. Medical premiums are also deducted on a pretax basis.

The Medical FSA covers such expenses not otherwise paid by the group health plan (deductibles, co-insurance, etc.), dental related expenses, vision care, hearing expenses, etc.

The Dependent Care FSA covers expenses for the care of a dependent such as babysitting, day care centers, IRS eligible elder care, or any other legitimate dependent care charges necessary due to your employment.

You may enroll within 30 days following employment, within 30 days following a change in family status, or during the open enrollment period each November.

A copy of the Summary Plan Description, additional information and enrollment forms are available online on the Human Resources webpage and through the Human Resources Department.

## 7. MILITARY LEAVE

Full-time employees who are active members of the National Guard, State Guard, or the reserve components of the Army, Navy, Marine Corps, Air Force, or Coast Guard will be granted an unpaid military leave of absence for training or other service (including short periods necessary to retain active reserve status or instances when one is called by the Governor to duty in the active service of the State), as set forth below, and in accordance with the Uniformed Services Employment The employee must submit a request in advance for such leave, along with copies of his or her military orders, to the department head and Human Resources.

An employee who joins or is drafted into, military service will be terminated from University employment, but will be eligible for reemployment as prescribed in the Veterans Reemployment Rights law. The application for reinstatement to University employment must be made within ninety (90) days following separation from active military duty.

An employee who is called into active military service will be granted an unpaid military leave of absence. Your benefits will not accrue during a military leave. When you return from leave, the benefits will start accruing again.

Upon an employee's prompt application for re-employment (as defined below), an employee will be reinstated to employment in the following manner depending upon the employee's period of military service:

1. **Less than ninety-one (91) days of military service** – (i) in a position that the employee would have held if the employee had remained continuously employed, so long as the employee is qualified for the job or can become qualified with the company's reasonable efforts to qualify the employee; and if not, (ii) in the position in which the employee had been employed prior to military service, as long as the employee is qualified or can become qualified with the company's reasonable efforts.

2. **More than ninety (90) days and less than (5) years of military service** – (i) in a position that the employee would have held if the employee had remained continuously employed, or (ii) a position of like seniority, status and pay, the duties of which the employee is qualified to perform or can become qualified with the company's reasonable efforts to qualify the employee; and if neither (i) or (ii), (iii) in the position the employee left, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform can become qualified with the company's reasonable efforts.

3. **Employee with a service-connected disability** – The university will, consistent with federal law, provide a reasonable accommodation to an employee returning from military leave with a disability. If, despite these efforts, an employee with a service-connected disability is not qualified for employment in the position they would have held if the employee had remained continuously employed, the employee will be employed in (i) any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by the university; or (ii) if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

"Prompt Applications for Re-employment" are made as follows: For leaves of more than 180 days, employees must apply for re-employment with ninety (90) days of discharge from the military. For leaves of 31 to 180 days, employees must apply for re-employment with fourteen (14) days of discharge. For leaves of less than 31 days, employee must return to work the next full workday plus 8 hours for safe travel. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment, unless it was impossible or unreasonable for the employee to report within the prescribed time. For instance, if the employee is hospitalized or convalescing from a service-connected injury, they must apply for re-employment at the end of the period necessary for recovering from the illness or injury not exceeding two (2) years from completion of service.

Additional exceptions to re-employment may exist based on applicable law.

**Annual/Reserve Training:** Employees called for annual reserve training will be entitled to military leave, provided that the service is required. Employees on military leave for annual reserve training will be paid for up to two weeks as follows: pay will be equivalent to the difference between military base pay received and the employee's regular pay. Military leave in excess of two weeks in any one calendar year for reservist training will be granted without pay, however the employee may utilize any paid leave to the extent it is accrued and they wish to use it.

Any employee may elect not to take military leave.

8. FAMILY AND MEDICAL LEAVE POLICY AND SERVICEMEMBER  
FAMILY AND MEDICAL LEAVE

**Family and Medical Leave Policy**

Morningside University will provide Family and Medical Leave to its eligible employees. The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all right required by law.

Under this policy, Morningside will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid leave, leave requirement granted an employee, depending on the circumstances of the leave and as specified in this policy.

**Eligible Employees:**

An employee will be eligible for a family or medical leave if:

- have been employed at least 12 months or 52 weeks prior to the commencement of the leave. The 12 months or 52 weeks need not be consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years.
- have worked at least 1,250 hours during the 12-month (52 week) period immediately preceding the commencement of the leave. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by any employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1250 hours eligibility test for an employee under the FMLA.

**When Both Spouses Are EMPLOYED At Morningside University**

If spouses are employed at Morningside University, they in total will be entitled to a maximum of 12 weeks for birth or adoption of a child, or care for an employee's parent with a serious health condition.

**Reasons for Taking Leave:**

To qualify as FMLA leave under this policy, the employee must be taking leave for any of the following reasons:

1. Employee's incapacity due to pregnancy, prenatal medical care, or childbirth;
2. The birth or placement for adoption or foster care of employee's child, or to care for the employee's child after birth or placement for adoption or foster care within the first 12 months of the birth or placement;
3. To care for the employee's spouse, child, or parent, who has a serious health condition; or
  - a. Spouse includes "common-law" marriage as recognized in the state of Iowa
  - b. Child: biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or 19 years of age or older and incapable of self-care because of mental or physical disability
  - c. Parent: the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter
4. For a serious health condition that makes the employee unable to perform the functions of the employee's position.

**Serious Health Condition:**

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

- inpatient care in a hospital, hospice, or residential medical-care facility, or subsequent treatment resulting from such inpatient care; or
- continuing treatment by a medical provider; for a condition that either prevents the employee from performing the functions of the associate's job, or prevents the qualified family member from participating in school or other daily activities
- subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Request for Family & Medical Leave:**

All employees requesting leave under this policy must provide verbal or written notice of the need for FMLA leave to the Human Resources Department, who will notify the appropriate supervisor, manager, or VP. Employees may then be asked to complete and file the Request for Family and Medical Leave Form with Human Resources, a form of which is located in the HR Office. Within five business days after the employee has provided this notice of the need for FMLA, the Office of Human Resources will complete and provide the employee with a Notice of Eligibility and Rights.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the

employer if the requested leave is for a reason for which FMLA leave was previously taken or certified.

### **Advance Notice and Medical Certification:**

The employee will be required to provide advance leave notice and medical certification. Taking of leave may be denied if the requirements are not met.

- Employees must provide 30 days' advance notice when the leave is "foreseeable". If the notice is not given and there is no reasonable excuse for the delay, Morningside University reserves the right to deny the leave until at least 30 days after the notice is received.
- If the leave is not foreseeable, the employee must give as much notice as practicable, and generally must comply with the employer's normal call-in procedures. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the university's operations.
- Employees are generally required to provide medical certification to support a request for leave because of a serious health condition.
  - The employee is required to return the certification to the university with 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in denial of the continuation of leave.
  - Morningside may request recertification for the serious health condition of the employee or employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of their leave. Otherwise, Morningside may request recertification for the serious health condition of the employee or employee's family member every six months in connection with and FMLA absence. Morningside may provide the employee's health care provider with the employee's attendance record and ask whether need for leave is consistent with the employee's serious health condition.
  - Morningside has the right to ask for a second opinion if it has reason to doubt the certification. Morningside will pay for the employee to get a certification from a second health care provider, which Morningside will select. If necessary to resolve a conflict between the original certification and the second opinion, Morningside will require the opinion of a third health care provider. Morningside and the employee will mutually select the third health care provider, and the university will pay for the third opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion

Within five business days after the employee has submitted the appropriate certification form, the Office of Human Resources will complete and provide the employee with a written response to the employee's request for FMLA leave, including designation of approved leave.

### **Return to Work**

Morningside may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work. The employee should notify their supervisor of intent to return to work or of any medically necessary changes in the date of return prior to the anticipated date of return. If the leave was due to the employee's serious health condition, Morningside may require a "fitness for duty" certification from the employee's health care provider, verifying ability to return to work, with or without restrictions.

If the employee returns to work on or before the expiration of available FMLA leave, the employee will be returned to their position or an equivalent job. If the employee is medically released to return to work and fails to either report to work or call in with a satisfactory explanation, Morningside will treat this as a voluntary resignation.

**12-Month Period Computation for Leave Amount:**

When determining the amount of FMLA leave available to an eligible employee, namely, up to 12 weeks in a 12-month period, the 12-Month period is computed using a "rolling" 12-Month period measured backward from the date an employee uses FMLA.

Example:

Jane was hired in August of 2000. On October 1, 2001, Jane applies for and receives four weeks of FML to take care of her father who suffered a stroke. On February 1, 2002, Jane applies for 12 weeks of FML for the birth of her child. Under the "rolling back" method, Jane will only be allowed eight weeks of FML since 4 weeks were previously used during the 12-month period prior to February 1, 2002. On January 1, 2003, Jane's father suffers another stroke and she applies for 12 weeks of FML to take care of him. Jane will only be allowed to take four weeks of FML since she has previously taken eight weeks during the last 12-Month Period prior to January 1, 2003.

**Paid or Unpaid Leave:**

Employees will be required to use all paid leave days provided by Morningside University concurrently with FML; the remainder of any 12 weeks of FML will be unpaid.

Examples include, but are not limited to, the following:

- o Accrued vacation days
- o Accrued sick-leave days
- o Worker's compensation absences
- o Or any other paid leave which is provided by Morningside University

**INTERMITTENT LEAVE:**

Eligible employees may take FMLA continuously or intermittently (take a day or partial day periodically when needed over the year) if it is medically necessary. The 12-week unpaid leave will be computed using hours; and the available hours of FML must be used within a 12-month period. All exempt and non-exempt salaried employees may be subject to pay reduction for intermittent FML as allowed under the Fair Labor Standards Act and FMLA.

- o Full-time employees will generally have available 480 hours

- o Part-time employees will have available the average number of hours worked per week in the 12 weeks prior to the leave times 12.

For the birth, adoption, or foster care of a child, Morningside and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

#### **Employee Benefits:**

While an employee is on leave, Morningside will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. Under current university policy, the employee pays a portion of the health insurance premium. While on paid leave, the employee will continue to make payroll deductions for the employee's share of the premium. While on unpaid leave, the employee must continue to make their share of the health premiums

An employer's obligation to maintain benefits under FMLA stops if and when an employee informs the employer of an intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is exhausted. An employer's obligation also stops if the employee's premium payment is more than 30 days late and the employer has given the employee written notice at least 15 days in advance advising that coverage will cease if payment is not received.

#### **Servicemember Family and Medical Leave**

The federal Family and Medical Leave Act (FMLA) now entitles eligible employees to take leave for a covered family member's service in the Armed Forces ("Servicemember FMLA"). This policy supplements our FMLA policy and provides general notice of employee rights to such leave. Except as mentioned below, an employee's rights and obligations to Servicemember FMLA Leave are governed by our existing FMLA policy.

#### **Employee Entitlement to Servicemember FMLA**

Servicemember FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:

- A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings; and/or
- To care for a covered service member. A covered service member is:
  - o A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retire list, for a serious injury or illness\*

- o A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**Duration of Servicemember FMLA**

- When Leave Is Due To a “Qualifying Exigency”: An eligible employee may take up to 12 workweeks of leave during any 12-month period.
- When Leave Is To Care For a Covered Service Member. An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the servicemember. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.

Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state and local law.

If you have any questions regarding servicemember FMLA leave, please contact Cindy Welp at 274-5114 or [welp@morningside.edu](mailto:welp@morningside.edu)

9. EMPLOYEE ASSISTANCE PROGRAM

Mental Health/Family Counseling

Morningside University offers a confidential employee assistance program (EPA) through UnumProvident’s work-life balance program for all employees and immediate family members to self-refer for assistance.

What issues can be addressed through the EAP?

- |                              |                       |
|------------------------------|-----------------------|
| • Relationship difficulties  | Grief and Loss Issues |
| • Alcohol or drug abuse      | Depression            |
| • Family or marital problems | Gambling Concerns     |
| • Financial Problems         | Anxiety               |
| • Job Stress                 | Parenting Issues      |

Speak confidentially with a master’s level consultant to help clarify your issue. Telephone consultants will arrange up to three free in-person sessions to meet face-to-face with a counselor. Call 1-800-854-1446 to start this process.

Please contact Human Resources at 274-5114 for additional information.

10. WORLDWIDE EMERGENCY TRAVEL ASSISTANCE

Worldwide emergency travel assistance services are available with one phone call – 1-800-872-1414. When traveling for business or pleasure, in a foreign country or just 100 miles or more away from home, you and your family can count on getting help in the event of a medical emergency. Contact the office of Human Resources for more information.

## **E. EDUCATIONAL BENEFITS**

### **1. TUITION REBATES**

Tuition rebates have been established to encourage University employees to continue their education and to help with the education of their families, and to provide low or no cost enrollment in Morningside University programs and/or courses. The purpose of the tuition rebate for Morningside University programs and/or courses is to provide a direct benefit to employees and not to other persons.

All full-time applicants and recipients must meet University entrance requirements and maintain satisfactory academic progress. Any officially enrolled employee, employee's spouse, or employee's dependent will be eligible for this tuition rebate benefit for Morningside University programs and/or courses as noted below.

#### **All employees**

Before receiving any rebates under this section, the student and their parents must exhaust all other sources of private, state and federal financial aid (grants, scholarships, etc.) and all such persons must make proper application for such other sources of aid through the office of Student Financial Planning. This would include all employees and/or spouse/dependents completing a FAFSA application. It should be recognized that each individual's situation may differ as far as qualifying for financial aid, so it is highly recommended that you visit with Student Financial Planning about your individual situation. Financial aid will be determined with and without the rebate. Students will be awarded the better of the two packages. State grant funds will not be replaced by the rebate if the student is considered ineligible by the state due to incomplete paperwork or late filing.

Children and the spouse of an employee who dies or becomes permanently disabled within the meaning of the Social Security Act, while employed at Morningside University, after at least three years of continuous employment, are entitled to receive the benefits they would be eligible for if the employee had not died or not become disabled. This policy does not apply to dependents of retired employees.

Employees may not attend classes during their regularly scheduled working hours without supervisor approval.

All tuition rebate benefits automatically cease upon an employee's separation from employment with the University.

Courses taken through Acadeum are not covered by the Employee Tuition Rebate.

#### **Application Procedures**

Appropriate forms for requesting an employee rebate must be signed and received by the Office of Student Financial Planning by the last day to register for classes in order for the aid to be credited to the student account. Employee rebates may not be combined with any other institutional aid.

#### **Full-Time Employee and Spouse/Dependents**

A full-time employee and their spouse/dependents may receive a one-half tuition rebate for undergraduate or graduate credit during the employee's first three years of full-time employment. After the employee begins the fourth year of full-time employment, they will be eligible to receive a full-tuition rebate. Dependent children (defined as biological or legally adopted children) may only receive a full-tuition rebate until they reach 25 years of age.

The University policy prohibiting multiple institutional awards will apply in all cases.

### **Part-time Employee and Spouse/Dependents**

Part-time employees (working at least 20 hours a week) and spouses/dependents may receive one-half tuition rebate for undergraduate or graduate credit.

### **Adjunct and Part-time Faculty**

Adjunct and part-time faculty and spouses/dependents may receive a tuition rebate for undergraduate or graduate credit equal to the number of credit hours being taught by the faculty person for that semester, up to a maximum of six (6) credit hours per semester.

## 2. TUITION EXCHANGE PROGRAMS

Morningside University is a member of two student exchange programs. Tuition Exchange, Inc. and Council of Independent University (CIC) Tuition Exchange. These programs provide full-time employees who meet full tuition rebate criteria, the opportunity to have their dependent children attend one of the member institutions. Program information, participating institutions, and application forms are available from the Tuition Exchange Liaison Officer in the Student Financial Planning Office.

Openings for the tuition exchange programs are limited. A written application will be accepted beginning September 1 of the student's senior year in high school.

### **Tuition Exchange, Inc.**

- Application deadline is October 15
- If exports are limited, participants will be selected on a first-come, first-served basis except that the dependents of those employees with the greater total number of years' service to Morningside University will receive preference.

### **CIC Tuition Exchange:**

- Application deadline is October 15. EMPLOYEES ARE ADVISED THAT THE OCTOBER 15 DEADLINE IS AN INTERNAL DEADLINE. IT IS TO THE EMPLOYEE'S ADVANTAGE TO APPLY FOR ADMISSION TO THE UNIVERSITY OF CHOICE AND PROGRAM PARTICIPATION AS EARLY AS POSSIBLE.
- If more than one employee is requesting exchange to a specific University, participants will be selected based on the number of years of full-time service at Morningside University.
- Employees may apply for participation after October 15. Employees applying to the same University after October 15, will be certified on a first-come, first-served basis.

- Employees may indicate preference for three Universities. In the event that more than one employee is applying for participation to the same University, only the University selected as the first choice will be certified.

(To the extent any information or details in this program summary conflict with the program information in the Student Financial Planning Office, the latter controls. This policy summary in no way provides an express or implied right to participate in the Tuition Exchange Programs.)

## **F. GENERAL BENEFITS**

### **1. SECRETARIAL SERVICES**

The budget of each department makes some secretarial help available to faculty members.

### **2. PARKING**

All employees are provided free parking facilities. Permits are issued by the Director of Campus Safety & Security for the proper identification of your car. University personnel are expected to abide by all published parking rules. A copy may be obtained from the Director of Campus Safety & Security. If you change vehicles be sure to notify the Director of Campus Safety & Security of your new registration.

### **3. HEALTH OFFICE**

The University maintains a Health Office in the lower level of the Olsen Student Center. A registered nurse is on duty at stated hours. The services of the Health Office are available to all employees for emergency first aid treatment and minor personal needs. It is understood that the services do not include those of a physician.

### **4. BOOKSTORE**

The University operates a bookstore for employee and student convenience. All employees and University departments are granted a 15% discount on all merchandise (except special orders, sale items and books).

### **5. HPER HINDMAN-HOBBS CENTER**

The facilities of the HPER Center are available to all full-time employees and dependents free of charge. Part-time employees will have use of the facility for a nominal charge. Those employees who are interested in using the facilities for the HPER Center should contact the Administrative Assistant for Athletics/HPER or register online.

### **6. SODEXO CAMPUS SERVICES**

Sodexo food service, located in the Olsen Student Center, is available to employees both on an individual basis for meals and as a catering service for private parties. A price list is available from the manager.

7. TICKETS TO UNIVERSITY EVENTS

Free tickets are available, in most cases, to all University employees and the families or guest of the employee to athletic events, dramatic productions, lectures, music concerts, and etc.

8. PERFORMING ARTS

The Department of Performing Arts offers several concerts during the academic year and visiting artists also perform in Eppley Auditorium. The Art Gallery offers a regular season of exhibits. Student theatrical productions are presented in the Klinger-Neal Theatre. Faculty members often participate in arts activities at Morningside University.

9. LEARNING CENTER

The facilities of the learning center are available to all employees.

10. MORNINGSIDE UNIVERSITY ID CARD

Employees may use their Morningside University campus ID Card to access numerous on-campus services including the Morningside University Learning Center, paying for dining at Food Services facilities, and gaining access to many University events.

11. SERVICE RECOGNITION

To give recognition and appreciation for long and loyal service, Morningside University presents service awards each year at the annual Employee Appreciation Banquet. Employees receive these awards after completing five years of service and then five years thereafter. A former employee re-employed after a break in service, of not more than five years, shall be given credit for previous service with the University for purposes of determining service awards. Length of service is calculated equally for both full and part-time employees.

12. RETIREMENT GIFT POLICY

Faculty and staff employees that have completed a minimum of 10 years of full time employment will receive a clock from the President's office as a gift for their service upon retirement.

## VI. AMENDMENTS, POLICIES, AND OTHER MATTERS

### Amendments

The University's Board of Directors has the authority to make prospective changes to any provision of the Faculty Handbook, at any time. The provisions in Section II of the Faculty Handbook may be changed by the faculty or its designated agents. The provisions of Section III of the Faculty Handbook may be changed by mutual agreement of the faculty (given by simple majority vote of those present at a faculty meeting) and the administration (represented by the Provost or another member of the administration designated by The President of the University as the administration's representative). The following process shall be used for the consideration of amendments to Section I, IV, V, and VI of the Faculty Handbook.

1. The administration and faculty commit their good faith efforts to this process to the end of achieving agreement on issues affecting the terms and conditions of faculty employment.
2. Proposed changes can be initiated by faculty, by the President, by the Provost or by members of the Board of Directors.
  - a) Role of the Faculty. Any proposed change will be sent to the Faculty Senate for review and comment. The President of the Faculty Senate may assign the proposal to an appropriate faculty committee for this purpose. After review by the Faculty Senate and/or an appropriate committee, the proposal will be presented to the full faculty for consideration. The faculty shall indicate their approval or disapproval of proposals by a simple majority vote of those present at a Faculty meeting.
  - b) Role of the President. If the President disagrees with the action of the faculty (as in subparagraph a above), then the President and the Faculty Senate shall meet to try to come to a mutual agreement. The following process will then be followed:
    - i) if the President agrees with the action of the faculty, the President will transmit the proposal to the Board of Directors indicating support; or
    - ii) if the President disagrees with the action of the faculty, then the President and the Faculty Senate shall meet to discuss the next steps, which may include further study, modification, or resubmission to the faculty; or
    - iii) if agreement is still not reached between the faculty and the President, the proposal shall be submitted to the Board with a record of the faculty actions and the President's objections or modifications.
  - c) Board of Director's Action. The Board of Directors will make the final decision on the proposal. It may at its discretion meet with the President and representatives of the faculty to discuss disagreements and/or adjustments to the text before making a final decision.
3. Amendments to the Faculty Handbook will become effective on the date specified in the approved proposal.

## **Policies (listed alphabetically)**

The policies cited that pertain to Equal Employment Opportunity, Harassment, and Drug-Free Campus and Workplace are responsive to University commitments and provisions of state and federal statutes. Changes in federal or state law in areas covered by these policies take precedence over the policies cited here.

### **ACCOMMODATIONS POLICY FOR STUDENTS WITH PERMANENT DISABILITIES**

#### **Background -- Section 504 of the Rehabilitation Act of 1973**

"Nondiscrimination Under Federal Grants and Programs," Sec. 504(a), states in part: "No otherwise qualified handicapped individual in the United States, as defined in section 7 (8), shall, solely by reason of his [or her] handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...."

#### **Statement of Purpose**

It is the policy of Morningside University to provide reasonable accommodations for qualified individuals with disabilities who are applicants for enrollment, enrolled students, applicants for employment, or employees. Morningside University will adhere to all applicable federal, state, and local laws, regulations, and guidelines with respect to providing reasonable accommodations as required to provide equal opportunity to qualified individuals with disabilities enrolled at Morningside University who have qualified for admission by meeting standard institutional requirements.

#### **Definition of Determination of a Disability**

Morningside University will require appropriate supportive data to verify that a disability exists. These may include, but are not necessarily limited to, the following:

- A. Satisfactory medical determination as required.
- B. Specific plans recommended by qualified professionals and/or consultants.
- C. Rehabilitation organization records.
- D. Data from other universities (for transfer students).
- E. High school records of previous accommodations.

#### **Reasonable Accommodations List**

The concepts of "reasonable accommodations" and "undue hardship" will be applied in implementing accommodations for each individual with a disability. The accommodations selected would be based on the individual needs of the student who has a disability as indicated by appropriate documentation and the University's ability to reasonably accommodate the disabilities without undue hardship. Examples of potential reasonable accommodations for students taking courses would include, but not necessarily be limited to, the following:

- A. Classroom accessibility
- B. Test taking accommodations
- C. Note-taking services
- D. Tape recordings of class
- E. Reasonable equipment modification
- F. Preferential seating
- G. Large print materials
- H. Books on tape

## **Accommodations Procedures**

Accommodations will be coordinated by the Associate Dean of Advising and Coordinator of Disability Services. Students must initiate the accommodations process, by notifying the Associate Dean of their disability(s), by providing the appropriate documentation, and by meeting with the Associate Dean to discuss appropriate accommodations. Once the disability(s) has been verified, the Associate Dean will serve as facilitator for the accommodations process. The Associate Dean will help students contact professors, will provide training, and will answer any questions faculty may have about the process.

## **Academic Standards**

Special accommodations should not lessen course requirements or reduce academic standards. Instead, accommodations may slightly alter an instructor's teaching style or testing methods since they are tailored to reduce or circumvent the limitations imposed by the disability of a particular student. If an instructor is concerned that any of the accommodations may alter the course requirement or otherwise compromise the integrity of the course, the instructor may discuss alternative solutions with the student and/or the Associate Dean.

## **Grievance Procedure**

It is anticipated that a faculty/staff person will make accommodations based on reasonable actions as required and set forth in a "Plan of Accommodation," agreed in writing between the student and the Associate Dean and based upon a student's documented needs. Students who are denied requested accommodations should first contact the Associate VP for Academic Affairs, who will work with the student to find an adequate solution for the situation. If the situation is still not resolved, the student may appeal.

## **BACKGROUND CHECKS POLICY**

### **General Information**

This policy is intended to help the University protect its interests and the well-being of its students, staff, faculty, and the public. This policy establishes parameters for criminal history and related background checks on individuals who are offered employment at the University. Criminal convictions or other issues disclosed or discovered in the hiring process may influence the selection of the applicant, consistent with applicable law. Likewise, failure to be forthcoming about criminal history or any misrepresentation of education or work history may also influence the selection of the applicant, or other terms and conditions of employment.

### **Policy Provisions**

#### **When are background checks required?**

Background checks are required for new full-time and part-time positions prior to the new employee beginning their employment. Volunteers who are providing services to our students or volunteering through a Morningside recognized camp or activity working with minor children will also require a background check. The hiring department, in consultation with Human Resources, will determine if any other background check besides the criminal background check is appropriate.

### **Do current employees have to undergo background checks?**

Generally, current employees do not have to undergo background checks, but the University reserves the right to perform background checks on employees under any circumstances on a case-by-case basis. In most cases current employees would have to undergo a criminal background check if they would change positions within the University..

### **What information will be obtained as part of the background check?**

Each background check will, at a minimum, consist of:

- § Social Security Number Trace Search
- § Criminal Record Search
- § Sexual Offender Database Search
- § Iowa Abuse Registry Search

Additional information such as, but not limited to, education verification, work history, and driving record may also be requested.

### **Does a background check include checking into a person's credit history?**

Generally, no. However, some positions, such as financial positions, may require additional background checks, including checking into a person's credit history.

Background checks as Morningside University will be carried out consistently with applicable law, including the Fair Credit Reporting Act (FCRA).

## **Access and Privacy**

### **Who will have access to the background check results?**

Human Resources will retain the results of background checks. If there are no criminal convictions or other issues revealed in the background check, Human Resources will notify the department to complete the hire. If there are criminal convictions or other issues revealed in the background check, Human Resources will notify the hiring supervisor, review the results with hiring supervisor, and collectively make a final determination regarding the suitability of the candidate for the specific position.

### **How will the University protect an individual's privacy?**

Morningside University conducts background checks through One Source, a certified background check company. Human Resources will serve as the Office of Record for all background check results and will strive to maintain confidentiality. Departments will not receive any details of a background check, except as otherwise contemplated by this policy. Morningside University policy prohibits University employees and others from seeking out, using, or disclosing background check information except within the scope of their assigned duties and this policy, and/or as allowed by applicable laws.

### **Where will background check information be maintained?**

If the individual is hired as an employee, the background check results will be maintained in the online data base of One Source. This becomes a permanent part of the employee's personnel file in Human Resources. If the individual is not hired as an employee, the background check results will be maintained with the individual's application in Human Resources.

## **Hiring Issues**

### **Can employees be hired before the background check has cleared?**

An offer can be extended with the understanding that actual employment is dependent upon acceptable results with respect to the background check.

### **Does a criminal conviction automatically preclude an applicant from employment or a current employee from a reclassification or promotion?**

No. If there is a criminal conviction or other issue revealed in the background check, Human Resources and the hiring manager will review the results and make the final determination regarding the individual's suitability for employment in the position, consistent with applicable law. Consideration will be given to many factors, including but not limited to, the specific duties of the position, the number of offenses and circumstances of each, how long ago the conduct occurred, how close the conduct is related to the individual's job responsibilities, whether the infraction is likely to recur, and whether the convictions or other issues were disclosed during the application process.

### **Are there certain kinds of convictions that will generally preclude hiring?**

Individuals with criminal convictions for theft, embezzlement, identity theft or fraud generally will not be hired into positions with fiduciary or financial responsibilities. Likewise, convictions for child molestation and other sex offenses will generally preclude an individual from employment that involves direct, unsupervised contact with students or access to residence facilities. Workplace or domestic violence, or other convictions for behaviors that would be inappropriate for specific jobs may also be grounds for denial of employment. This list is not inclusive but serves to illustrate the decision-making criteria.

## **Process & Forms**

### **What specific forms and documents are needed for this process, and where can they be obtained?**

Candidates who are selected to be interviewed must complete a Consent and Disclosure form that informs the candidate that Morningside University will be conducting a background check on the candidate chosen for the position. The University will be utilizing the services of One Source to conduct the background check and requests for specific information will be necessary to complete the background screening.

## **BLOODBORNE PATHOGENS**

Current medical evidence indicates that the actual safety risks created for the transmission of Hepatitis B (HBV) and HIV (AIDS) viruses are low in the University's normal academic and employment setting. Any employee who may be exposed to body fluids in the course of employment duties will be given protective wear to minimize the risk of transmission of communicable disease. The University will make available the Hepatitis B vaccine series to all employees who have the potential for occupational exposure. Training is provided at the time of initial assignments to tasks where occupational exposure may occur and will be repeated within 12 months of the previous training.

Employees are not authorized to clean any spills of body fluids unless they have received training in infection control and been offered a hepatitis B vaccine. For more information, contact the Director of Campus Safety and Security or Human Resources office.

## **BREAK TIME AND LACTATION SPACE FOR NURSING MOTHERS POLICY**

### **Purpose**

Morningside University is committed to the adoption and implementation of this Breastfeeding Policy and will be enforced, effectively immediately, for all employees.

### **Policy**

Morningside University recognizes the importance of breastfeeding and supports the accommodation of mothers who choose to continue breastfeeding or expressing milk after their return to work for up to one year after the child's birth.

### **Notification Requirement**

Employee should inform their supervisor and Human Resources as early as possible of their need to express breast milk while at work. This will provide Morningside time to make the necessary arrangements.

### **Flexible Scheduling**

For up to one year after the child's birth, any employee who needs to express milk will be provided reasonable break times to do so.

### **Privacy/Accommodations/Designated Lactation Space**

Morningside University will provide a clean, lockable location (not a bathroom) that is shielded from view and free from intrusion from coworkers and the public for and employee for the purposes of expressing milk. The room should have a chair and accessible electrical outlet for an electric breast pump. It is the employee's responsibility to keep the location clean after each use and remove any personal items.

### **Storing Breast Milk**

A breastfeeding employee will provide their own containers and storage unit. If breast milk is stored in a common refrigerator, the expressed milk container must be placed in a clean container with the employee's name on it and placed on a high shelf in the shared refrigerator. It is the employee's responsibility to remove expressed milk at the end of each day.

## **CAMPUS CONDUCT HOTLINE**

As part of our university's continuing effort to promote "zero tolerance" of unethical conduct in the workplace, the University has implemented the following program. It is called **Campus Conduct Hotline**® and it is designed to minimize any apprehension you may have and make it possible for you to report concerns about possible violations of our institution's Code of Ethics and employment policies. The **Campus Conduct Hotline**® system is available for employees,

seven days a week. Because the **Hotline** is operated by an independent organization, any calls made through this **Hotline** are completely confidential and anonymous.

Using this reporting service is easy. If you have a question or concern about a possible violation of our Code of Ethics or employment policies, simply dial toll-free to **833.203.6447 for English speaking and 800.216.1288 for Spanish speaking or visit the website at: [www.lighthouseservices.com/morningsideuni](http://www.lighthouseservices.com/morningsideuni).**

Once you have dialed the toll-free number, here is how the reporting and follow-up processes work:

- Your call will be greeted promptly and courteously by a person who makes certain you understand the **Campus Conduct Hotline**® program and how it functions. If you prefer to make your report in a language other than English, just let the person who answers know and they will arrange for a translator to participate.
- At the beginning of the interview, you will be provided with a five digit, randomly generated case number that you should use to check back for updates and requests for additional information. Be sure to write this number down and remember where you put it!
- You will then be interviewed about the question or concern that is on your mind.
- Your interview will not be recorded. Instead, the interviewer will be typing notes of your conversation. Whether or not you choose to provide your name is completely up to you.
- Within one business-day of your call, a summary of the interview will be forwarded to the University. Our goal will be to have a basic response back to you in five business days.
- To receive your response, you will need to call back and provide the five-digit case number that has been assigned to you. At that time, you might be asked to provide additional information or to call back at a later date. You will be able to keep checking back for updates until your case is closed.

Because of the built-in confidentiality, it is important that you try to be as specific as possible about the information you provide. For example, we will need to know the name of the department you work in and the location you are calling about. And please be sure to call back in five business days to check to see if any additional information is needed. Alternatively, if you would like someone to contact you directly, you can leave your name along with a phone number where and when you would prefer to be called.

To repeat, at no time is any caller required to identify themselves and all information provided can be completely confidential and anonymous.

## **COMPUTER ETHICS AND NETWORK ACCEPTABLE USE POLICY**

### **Introduction**

This policy regulates the use of all computing equipment, applications, databases, code, data and network interconnections owned or administrated by Morningside University. These include, but are not limited to, administrative computing resources, office and residence hall computers, departmental and campus-wide information technologies, network servers, host computers, terminals, networked devices, printers, operating systems, and application software.

## **Rights and Responsibilities**

1. Computers and networks can provide access to resources on and off campus, as well as the ability to communicate with other users worldwide. Such open access is a privilege, and requires that individual users act responsibly. This document may be accessed on the "Policies" page of the Information Services website from the Morningside University portal page.
2. Users must respect the rights of other users, respect the integrity of the systems and related physical resources, and observe all relevant laws, regulations, and contractual obligations.
3. All existing laws (federal and state) and University regulations and policies apply, including not only those laws and regulations that are specific to computers and networks, but also those that may apply generally to personal conduct.
4. Other organizations operating computing and network facilities that are reachable via the Morningside University network may have their own policies governing the use of those resources. When accessing remote resources from Morningside University facilities, users are responsible for abiding by both the policies set forth in this document and the policies of the other organizations and networks.
5. Most media and software is protected by U.S. Copyright Law and illegal reproduction is subject to civil damages and criminal penalties including fines and imprisonment.
6. Students and employees may have rights of access to information about themselves contained in computer files as specified in federal and state laws. Files may be subject to search under court order.
7. System administrators will make every effort to keep email and other network based communication confidential, however they will access user files as required for maintenance and to protect the integrity of computer systems. Computer communications are not considered private.
8. You are responsible for all use (and misuse) of your account. You must take all reasonable precautions to prevent use of your account by unauthorized persons, including password maintenance and reporting unauthorized use to the Technology Services Center.

## **Examples of Prohibited Activities**

- Examples of misuse include, but are not limited to, the following list of prohibited activities:
- Using a computer account that you are not authorized to use.
- Obtaining a password for a computer account without the consent of the account owner.
- Allowing someone else to use your account.

- Using the campus network to gain unauthorized access to any computer system.
- Knowingly or carelessly performing an act which will interfere with the normal operation of computers, terminals, peripherals, or networks.
- Knowingly or carelessly running or installing on any computer system or network, or giving to another user, a program intended to damage or to place excessive load on a computer system or network. This includes, but is not limited to, programs known as computer viruses, Trojan horses, and worms.
- Attempting to circumvent data protection schemes or uncover security loopholes.
- Violating terms of applicable software licensing agreements or copyright laws. This includes the broadcast distribution of copyrighted material from electronic sources.
- Deliberately or negligently wasting computing resources. This includes, but is not limited to, printing multiple copies of a document on a University-owned printer, operating chain e-mail letters, broadcasting an e-mail message to all system users, storing large files on host computers, running programs on host computers that use a disproportionate share of system resources, and failing to signoff from a mailing list you have no interest in following.
- Using electronic mail to harass, annoy, abuse or torment others, threaten violence, or to incite or produce lawless action.
- Masking the identity of an account or machine. This includes, but is not limited, to sending anonymous e-mail.
- Using University-owned computing resources for any activity that is commercial in nature.
- Posting on Internet services materials that violate existing laws or the University's codes of conduct. This includes, but is not limited to, posting obscene, lewd, or sexually harassing/explicit text, audio, or images to a public online conference; posting of materials that are slanderous or defamatory in nature; harassment based on sex, race, disability, or other protected status.
- Attempting to monitor or tamper with another user's electronic communications; reading, copying, changing, or deleting another user's files or software without the explicit agreement of the owner; reading another person's e-mail.

## **Enforcement**

Penalties for violation of this policy may be imposed under one or more of the following: Morningside University policies and regulations, the laws of the State of Iowa, and the laws of the United States. Penalties may include loss of access to University computing resources, either temporarily or permanently.

Misuse of computing, networking, or information resources may result in the loss of computing privileges. Additionally, misuse can be prosecuted under applicable statutes. Users may be held accountable for their conduct under any applicable University policies or procedures. Complaints alleging misuse of computing resources will be directed to those responsible for taking appropriate disciplinary action.

Minor infractions of this policy will be handled by Information Services personnel in an informal manner. More serious violations will be referred to the appropriate University authorities for formal investigation and action according to established procedures.

## **CONFLICT OF INTEREST**

A conflict of interest exists when an employee has a relationship or engages in an activity which impairs or adversely influences their judgment with respect to policy promoting the best interest of the University and the public good, or which impairs or adversely influences the performance of their duties to the University.

A conflict of interest exists when a person benefits financially, either directly or indirectly, from their employment or appointment by the University save and except for compensation and financial benefits paid or granted by the University.

### **Disclosure**

In any case where a conflict of interest exists, or may exist, or the appearance of a conflict of interest may exist, it shall be the duty of the person covered by this policy to disclose their interest, including any interest in the organization or entity which may benefit from the person's association with the University and including any such beneficial interest a member of the person's immediate family may have because of the person's association with the University.

Persons who perceive the existence of a conflict of interest shall not endeavor to resolve the conflict or determine that the external benefits will not adversely affect the University; but shall make a full disclosure of the facts, circumstances, relationships, and transaction as follows:

1. Vice Presidents shall report to the President and comply with Board approved Policy.
2. Faculty members shall report to the Vice President for Academic Affairs.
3. Other employees shall report to their immediate supervisors, who shall keep the appropriate Presidential Staff members of the University currently informed.

Reports shall be made promptly, and at the discretion of the person receiving the report shall be made in writing and signed by the person making the disclosure.

### **Restraint on Participation**

Persons covered by this policy are encouraged to avoid relationships and transactions that constitute a conflict of interest. When such situations cannot be avoided, the persons involved shall refrain from participating in consideration of the transaction affected by the conflict of interest, unless under special circumstances the University determines that their participation is imperative for the welfare of the University and the public good. If such a waiver is indicated, it shall be in writing and signed by the Vice President making the determination, and a copy of the Waiver shall be provided to the President.

## CONSENSUAL RELATIONSHIPS

The University's educational mission is promoted by professionalism in student-faculty relationships and in supervisor-supervisee relationships. Professionalism is fostered by an atmosphere of mutual trust and respect. Taking note of the respect and trust accorded a faculty member by a student and a supervisor by a supervisee, the faculty and staff recognize that they are presumed to make decisions regarding their relationships with students and supervisees which will not endanger this atmosphere of mutual trust and respect. Faculty and staff should be aware of the possibility that an apparent consensual relationship with a student or supervisee may be interpreted (either now or at a later date) as nonconsensual and, therefore, sexual harassment.

The power differential inherent in faculty/student and supervisor/supervisee relationships may compromise the student's or supervisee's ability to decide and thus call into question the bona fide consensual nature of the relationship. The potential exists for the student or supervisee to perceive a coercive element. Moreover, faculty and staff, particularly in relationships with students and persons under their supervision, need to be aware of potential conflicts of interest and the possible compromise of their objective evaluative capacity. They also need to be aware that a relationship may give rise to a perception on the part of others that the objective evaluative capacity of the faculty member or supervisor has been compromised.

Thus, it is prohibited and a violation of this policy for a faculty or staff member to undertake an amorous relationship (intimate, romantic, or sexual-including marriage) or permit one to develop with a student or supervisee who is enrolled in the person's class or is subject to that person's supervision or evaluation, even when both parties appear to have consented to the relationship.

Amorous relationships between faculty or staff members and students outside the instructional and supervisory context are also strongly discouraged.

The University does recognize that consensual amorous relationships may exist prior to the time a student is assigned to faculty or staff member, as a member of that person's class, or is placed in a situation where the faculty or staff person must supervise or evaluate the student. It is also recognized that such a relationship may exist between co-employees prior to the time when one of those employees becomes the supervisor of the other. Where the faculty or staff member has, or has had an amorous relationship within six months immediately preceding the assignment, the student or supervisee shall follow the following procedures:

1. If, at all possible, the student should be advised in his or her course selections to avoid course sections taught by the instructor with whom the student had or has had a recent consensual relationship. Efforts should likewise be made to place a subordinate under the supervision of another supervisor where the supervisor has or has had a recent consensual amorous relationship with the subordinate.
2. In the event it is not possible for the student to avoid the class taught by the faculty member or for the supervisee to avoid the supervision of the supervisor, the faculty member shall advise their division chair and the supervisor shall advise their supervisor of the present or recent consensual amorous relationship and the following steps shall be taken:

- a. The division chair shall appoint another instructor to evaluate the student's non-written work, such as essays, research papers, essay test, care plans, etc.
  - b. The division chair shall appoint another instructor to evaluate the student's non-written work or performance such as artistic performances, teaching practice or clinical practice.
  - c. When appropriate instructor is not available to evaluate the student's work, the division chair will provide the evaluation.
  - d. A supervisor will request that their supervisor evaluate the supervisee employee and if such evaluation is not available, they will request that a supervisor of a related division evaluate the employee.
  - e. The supervisor will remove themselves from the consideration of the employee for promotion, hiring or determination of salary.
  - f. A student should not be assigned to a faculty advisor with whom that student has or has had a recent consensual amorous relationship. The faculty advisor should request that the student be reassigned.
3. A faculty or staff member who fails to follow the policy set forth in subparagraph 2 above, and does not withdraw from participation in activities or decisions which may reward or penalize a student or supervisee with whom the faculty or staff member has or has had a recent consensual amorous relationship in accordance with this policy will be in violation of this policy.

The University also reserves the right to deviate from the procedures above and take alternative remedial actions, including reassignment or employment action with staff, to alleviate remedial actions, including reassignment or employment action with staff, to alleviate or address real or perceived conflicts with consensual relationships.

A complaint alleging violations of the policy regarding consensual relationships may be filed by any person and/or the process may be initiated by the Vice President for Business and Finance or the Vice President for Academic Affairs.

## **COPYRIGHT MATERIALS**

The use of copyright materials, such as films, videos, filmstrips, electronic media, etc., for public performance must comply with the Federal Copyright Act (Title 17, United States Code, Section 101 and following), Digital Millennium Copyright Act (DMCA), and Technology, Education, and Copyright Harmonization Act (TEACH). Copyrighted materials used for educational purposes in a classroom setting must comply with the Fair Use Guidelines of the Copyright Act which may be found in the Copyright Act at Section 107. Further copyright exceptions for academia are found in Sections 108 (reproduction by libraries and archives), 109 (first sale), and 110 (use of materials in an educational setting). Copyrighted materials used for recreational purposes as public performance, outside of the private sphere of one's home, are required to obtain a public performance license. To access information on purchasing the rights to show copyrighted materials or purchase a public performance licenses, contact the Student Activities Advisor or the Vice President for Business and Finance.

### **Terms and Conditions of Employment**

These policies, not anything in the Handbook, is intended to limit the ability of employees to use the University e-mail systems or social media to communicate with to other employees

regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing. Nothing in this policy is intended to or will be applied in a manner that limits employees' rights to engage in protected concerted activity under the National Labor Relations Act.

### **DISABILITY ACCOMMODATIONS**

Morningside adheres to the Iowa Civil Rights Act (ICRA) and other applicable law to ensure that qualified individuals with a disability are not discriminated against in terms, conditions, or privileges or employment. The ICRA requires qualified individuals with known disabilities be provided with reasonable accommodations in order to perform the essential functions of their position. A qualified individual is a person with a disability who meets the skill, education, experience, training, and other job-related requirements of position, and who, with or without reasonable accommodations, can perform the essential functions of the position.

In most situations, it is the employee's responsibility to request accommodations and initiate the interactive process. In the course of the interactive process, the employee and the University will determine if the employee can be reasonably accommodated without eliminating an essential function of the job or causing an undue hardship on the university. If you need an accommodation under the ICRA, you should immediately notify your supervisor or HR to initiate this interactive process.

### **DISCLOSURE OF CRIME STATISTICS**

Campus Safety & Security prepares this report to comply with the Jeanne Clery Disclosure of Campus Security Policy and Crime Statistics Act (Clery Act). The full text of this report can be located on-line by going to <http://www.morningside.edu/morningside/security/security/.htm> and select campus security and then the Annual Security and Fire Report. This report is prepared in cooperation with Residence Life and the Sioux City Police Department. Campus crime, arrest and referral statistics include those reported to Morningside University Campus Safety & Security, other designated campus officials and local law enforcement agencies.

### **DOMESTIC AND DATING VIOLENCE/ABUSE POLICY**

Morningside University is concerned about the safety and welfare of all members of the campus community and guests and is committed to providing a living and learning environment, free from abuse violence, harassment, and coercive conduct, including domestic abuse, dating violence, or intimate partner violence. In an effort to promote the dignity and well-being of members of the campus community, the University is committed to addressing allegations of domestic abuse, dating violence, and the like.

### **DRUG FREE CAMPUS AND WORKPLACE**

Morningside University has the policy of providing students and employees a drug-free campus environment. Drug abuse affects all aspects of American life: it threatens the student's educational development and the workplace, as well as the community. In compliance with the Drug-Free Workplace Act of 1988, Morningside University is committed to the elimination of

drug and alcohol abuse in the workplace. In compliance with the Drug-Free Schools and Campuses Act of 1989, alcohol and drug prevention programs include policy enforcement, education programs and treatment services.

"Workplace" means any office, building, classroom, or property (including parking lots) owned or operated by the University, or any other site at which an employee is to perform work for the employer. An "employee" of the University is any faculty, staff, or student receiving remuneration for services rendered. "Student" means any person registered at the University for any type of academic credit, except for continuing education units, regardless of the length of the student's program of study. "Possess" means to be contained either on a student's or employee's person, or in a student's or employee's motor vehicle, tools, briefcases, book bags, or areas entrusted to the control of the student or employee. "Impaired" means under the influence of an illicit drug or alcohol such that the student or employee is unable to perform his or her assigned tasks properly.

Drug abuse creates problems for the entire University. It decreases the student's capacity to learn, thereby inhibiting one's educational development. It interferes with an employee's efficient and safe performance of work responsibilities and reduces the employee's dependability. Drug abuse can adversely affect health, safety, and productivity while destroying public confidence and trust. Therefore, it is the policy of University that the unlawful manufacture, distribution, dispensation, possession, or use of illicit drugs or alcohol by students or employees is prohibited at any time on any University property or at any University activity. No employee will report for work or will work or be present in the workplace who is impaired by an illegal drug or by alcohol. No student will attend classes or any University activity who is impaired by illegal drugs or alcohol. Employees or students who are so impaired or who unlawfully possess, use, manufacture, dispense, or distribute illicit drugs or alcohol in the workplace, on any University property or at any University activity are subject to the disciplinary procedures of the University, which may include dismissal, expulsion, and/or referral for prosecution.

Federal law contains further prohibitions against the manufacture, possession with the intent to distribute, or distribution of controlled substances, including narcotic drugs, marijuana, depressant, or stimulant substances. Violation of these statutes may lead to monetary fines, incarceration, and other serious sanctions. For the protection of the students, faculty, administration and staff, Morningside University insists that all illegal activities be reported to the Office of Campus Security.

Iowa law prohibits the manufacture, delivery, possession with the intent to manufacture or deliver, and possession of controlled substances. Local and state laws prohibit possession of open containers of alcoholic beverages outside of a residence or licensed liquor establishment. Possession of alcoholic beverages is prohibited for persons under the age of 21. Operating a motor vehicle while intoxicated is also prohibited.

The University recognizes all these regulations in its commitment to maintaining a healthy campus and workplace.

Morningside University promotes wellness and recognizes chemical dependency as a major threat to wholeness of personal health. The University is therefore committed to seeing that all its students and employees understand that:

- The use of alcohol and/or illegal drugs can interfere physically, mentally,

socially and spiritually with the ability to perform important functions

- These drugs impair physical coordination and mental alertness and may damage the immune system, resulting in irreversible health problems and death
- Social behavior following use of alcohol or illegal drugs may be destructive to relationships

Violations of this policy may lead to required participation in a substance abuse rehabilitation or treatment program and/or disciplinary action, up to and including immediate termination of employment. Such violations may also have legal consequences.

Any employee receiving a criminal drug statute conviction for a violation occurring in the workplace shall notify Human Resources, the Office of the Vice President of Academic Affairs, or the Office of Vice President for Student Affairs of such conviction not later than five days after such conviction, and such offices will immediately report this information to the Vice President for Business and Finance. If the employee reporting such a conviction is employed under a contract or grant, Morningside University, through the Office of the Vice President of Academic Affairs, will notify the appropriate granting or contracting agencies within ten days after receiving such notice of a criminal drug statute conviction. Within 30 days of the employee's conviction the University will impose corrective action on the employee, and/or require satisfactory participation in the drug abuse assistance program as a Stipulation of the Drug Free Workplace Act.

Further, an employee found to be otherwise in violation of these policies prohibiting the use of illicit drugs or abuse of alcohol on the University's campus or in connection with its activities may be required to participate in a drug abuse or rehabilitation program or may be subject to disciplinary action (up to and including suspension, suspension without pay, and termination). Such actions may also implicate local, state, and federal laws and Morningside University will cooperate, as required, with law enforcement authorities.

### **Health Risks Associated with the Abuse of Alcohol and Use of Illicit Drugs**

Specific serious health risks are associated with the use of alcohol and illicit drugs. Health risks of using alcohol or other drugs include both physical and psychological effects. The health consequences of drugs depend on the frequency, duration and intensity of use. For all drugs, there is a risk of overdose. Overdose can result in coma, convulsions, psychosis or death. Combinations of certain drugs, such as alcohol and barbiturates, can be lethal. The purity and strength of doses of illegal drugs are uncertain.

Continued use of substances can lead to tolerance (requiring more and more of a drug to get the same effect), dependence (physical or psychological need), or withdrawal (a painful, difficult and dangerous symptom when stopping use of drugs).

The Drug Free Workplace Act applies to employees of the University and students who are Pell Grant recipients. It requires the University to certify that as a federal grantee it will provide a drug-free workplace. The Drug Free Schools and Communities Act and Amendments require that as a condition of receiving funds or any other form of financial assistance under any federal program, an institution must certify that it has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students. While these are distinct regulations, the University is stating its intent to comply with both with the policy that

are in place.

Human Resources shall offer drug abuse training and treatment referral in appropriate circumstances. Student Health Services and Personal Counseling Services provide information on health issues and legal consequences associated with drug use and offer referral for counseling and treatment.

Morningside University Counseling Services provides evaluation and counseling for students in relation to abuse of alcohol and other drugs and refers students to other resources that might be appropriate for them. Lists of community and area evaluation and counseling services are available from the following offices: Counseling Services (5606), Health Service (5178), and the Human Resources Office (5114).

Should employees have any questions regarding the implications of this drug-free workplace requirement, they should contact either the Director of Human Resources, or the Vice President for Business & Finance.

## **EARLY RETIREMENT POLICY**

### Guidelines for Early Retirement

1. Professional employee who has ten (10) years of continuous\* service immediately previous to retirement may elect to retire at any age between 60 and 65.
2. Where it is mutually advantageous, Morningside University may make a lump sum payment to the early retiree calculated as follows: the total of the University's TIAA-CREF contribution plus the University's social-security contribution (based on the employee's last contract) for each year remaining prior to the employee's attaining 65 up to a maximum of three years.
3. Any payments in addition to the above stipulation would have to be approved by the Board Directors.
4. Application for early retirement must be received by the Office of the President at least ninety (90) days prior to the end of the last fiscal year in which the employee has a full time contract.
5. The President and the appropriate administrative officer will have a personal interview with each of the eligible employees explaining the "early retirement" policy and how it will relate to their retirement plans.

\*Continuous service is interpreted to refer to all individuals regularly appointed on an annual or similar basis, either with or without tenure status. Leave of absence granted by the institution for whatever purpose, from which the individual is expected to return and resume responsibilities, is counted as time in continuous service.

## **EMERGENCY RESPONSE**

A written plan assists the university in handling most emergency situations and addresses situations such as severe weather, natural disasters, utility failures, and other catastrophes. Anyone observing suspicious activity should notify Campus Safety & Security immediately – phone (712) 274-5234.

In the event of a significant emergency situation, the university will issue an alert to all employees and students via text messaging and email. Employees need to register their cell phone numbers to receive these alerts. Other than for a periodic test, these messages will be sent only for very serious situations. To register, go to the portal, click on ENS and use your log-in information to access the site. At the bottom of the page, you can manage what notifications you would like to receive.

### **EMPLOYEE DEATH BENEFIT**

In an effort to help the family of a deceased employee the university will institute the following death benefit policy as of January 1, 2010.

#### **Policy**

In the unfortunate event of an employee dying while being considered an active employee of the University, the University will pay the estate of the deceased employee an amount equal to 90 days of regular pay, consistent with applicable law.

This benefit shall be in addition to any Life Insurance benefit the employee may receive.

### **EMPLOYEE AND STUDENT CREATED SOFTWARE POLICY**

It is the policy of Morningside University that full rights of ownership, including copyrights, of software created by its employees or students be vested with the creator, subject to the following exceptions and conditions:

- 1) Software developed by employees or students at Morningside University under one or more of the following circumstances is owned by the University:
  - a) Morningside University owns conversions, modifications, or updates to software that already belongs to the University.
  - b) If a condition of employment for an employee, or a condition of an internship, class or project for a student is to develop software for the University, software created to fulfill such a condition is owned by Morningside University.
  - c) Morningside University will own the copyright to any software that is specifically ordered or commissioned by the University if there is a written agreement, executed prior to the creation of the software, in which the author(s) and University agree that the copyright shall belong to the University.
- 2) Ownership of software created by students for entities other than Morningside University in order to fulfill a class or project requirement should be determined before the work on the software begins.
- 3) Software developed by a student (or students working together) to fulfill a class requirement where the software does not fall under any of the circumstances of items 1 or 2 above, is affirmed by the creator(s) to be placed in the public domain when it is submitted for grading or evaluation. The office of academic affairs may, at its sole discretion, grant waivers to the requirement that student software created for a class be placed in the public domain on an item-by-item basis. Students desiring such a waiver must contact the office of academic affairs and request the waiver at least one week prior to submitting the software for grading or evaluation.

- 4) Ownership of software created under the sponsorship of a grant or contract should be determined before the project is undertaken. If terms of a grant or contract conflict with this policy, then the employee or student creating the software must secure a waiver of the conflicting parts of this policy from the University before entering into the contract or accepting the grant.

Ownership of software created jointly by any Morningside employee and students, which is not addressed by items 1-4 of this policy, should be defined before the project begins, via a written memorandum of understanding agreed to, in writing, by all participants.

### **EMPLOYEE NON-DISCRIMINATION AND NON-HARASSMENT POLICY (INCLUDING SEXUAL HARASSMENT/ABUSE)**

See the University's Equal Opportunity, Harassment, and Non-Discrimination Policy.

#### **Equal Employment Opportunity**

Morningside University recognizes its moral and legal obligation to provide a work environment in which employment opportunities are open to all qualified individuals without discrimination on the basis of age, sex (including pregnancy), religion, creed, race, color, gender identity, sexual orientation, disability, genetic information, national origin, or any other characteristic protected by law. The University affirms its commitment to this principle which not only establishes the goal of achieving equal opportunity in employment, but which also detects and eliminates any elements of discrimination in employment which may be found to exist within the institution. The University also commits itself to maintaining on a non-discriminatory basis the conditions for continuing employment and for individual advancement within the job structure of the University.

#### **Equal Opportunity, Harassment & Nondiscrimination**

##### **Policy & Procedures<sup>[1]</sup>**

#### **FOR ALL FACULTY, STUDENTS, EMPLOYEES, AND THIRD PARTIES**

Morningside University is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, that are free from discrimination, harassment, and retaliation. To ensure compliance with federal and state civil rights laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the educational program or activity, Morningside has developed internal policies and procedures that provide a prompt, fair, and impartial process for those involved in an allegation of discrimination or harassment on the basis of protected class status, and for allegations of retaliation. Morningside values and upholds the equal dignity of all members of its community and strives to balance the rights of the parties in the grievance process during what is often a difficult time for all those involved.

When an alleged violation of this anti-discrimination policy is reported, the allegations are subject to resolution using Morningside University's "Process A" or "Process B," as determined by the Title IX Coordinator or designee, and as detailed below. This policy and procedures will be reviewed at regular intervals by the Title IX Coordinator. The University reserves the right to

make changes to this policy as necessary, and once those changes are posted online, they are in effect. During any resolution process, the Title IX Coordinator may make minor modifications to procedures that do not materially jeopardize the fairness owed to any party. The Title IX Coordinator may also vary procedures materially with prior written notice to the Parties upon determining that changes to law or regulation require policy or procedural alterations not reflected in this policy and procedures.

This policy is not a contract, is not intended to afford contractual or third-party beneficiary rights to any individual and does not create legally enforceable protections beyond the protection of the background state and federal laws which frame such policies and codes, generally.

To support this policy, Morningside University will conduct periodic orientation and ongoing educational programs for faculty, students, and staff concerning all areas of Title IX, Clery Act, VAWA, and Campus Save Act. Copies of this policy and procedures will be continuously available at appropriate University centers and offices.

### **Glossary of Policy Terms**

- *Complainant* means an individual who is alleged to be the victim of conduct that could constitute harassment or discrimination based on a protected class as prohibited by this policy; or retaliation for engaging in a protected activity.
- *Confidential Resource* means an employee, person, or entity, who by a legal privilege, professional obligation, or otherwise must maintain confidence of communications, including reports of harassment, discrimination, and/or retaliation (irrespective of Clery Act Campus Security Authority status).
- *Day* means a business day when Morningside University is in normal operation.
- *Final Determination*: A conclusion by the preponderance of the evidence that the alleged conduct occurred and whether it did or did not violate policy.
- *Official with Authority (OWA)* means an employee of the University explicitly vested with the responsibility to implement corrective measures for harassment, discrimination, and/or retaliation on behalf of the University.
- *Process A* means the Formal Grievance Process detailed below and defined above for qualifying allegations of sexual harassment under Title IX (including sexual assault, dating violence, domestic violence, and stalking) in the United States involving students, staff, administrators, or faculty members which fall within the University's educational programs or activities. Process A complies with the requirements of 34 CFR Part 106.45.
- *Process B* means the resolution procedures for offenses that violate policies on protected class harassment or discrimination, including but not limited to discriminatory harassment, sexual harassment, sexual assault, dating violence, domestic violence, and stalking, but that do not fall under the jurisdiction or scope of Title IX.
- *Respondent* means an individual who has been reported to be the perpetrator of conduct that could constitute harassment or discrimination based on a protected class, sexual harassment, and/or retaliation for engaging in a protected activity.

- *Sexual Harassment* is the umbrella category including the offenses of sexual harassment, sexual assault, stalking, and dating violence and domestic violence. See below, for greater detail.
- *Student* means any individual who has accepted an offer of admission, or who is registered or enrolled for credit or non-credit bearing coursework, and who maintains an ongoing relationship with Morningside University.
- *Title IX Coordinator* is at least one official designated by Morningside University to ensure compliance with Title IX and the University's Title IX program. References to the Coordinator throughout this policy may also encompass a designee of the coordinator for specific tasks.

## 1. **Policy on Non-Discrimination**

Morningside University adheres to all federal and state civil rights laws and regulations prohibiting discrimination in private institutions of higher education on the basis of race, color, creed, national origin, sex (including pregnancy), sexual orientation, gender identity, age, disability, or other characteristic protected by law, in admission, access to, or employment in its programs and activities. To ensure compliance with these and other federal and state civil rights laws, Morningside University has developed policies and procedures that prohibit discrimination in all forms.

## 2. **Title IX Coordinator**

The Title IX Coordinator oversees implementation of Morningside University's Title IX compliance and policy of equal opportunity, harassment, and nondiscrimination. The Title IX Coordinator has the primary responsibility for coordinating Morningside University's efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remediate, and prevent discrimination, harassment, and retaliation prohibited under this policy.

3. The Title IX Coordinator oversees the Title IX process and acts with independence and authority free from bias and conflicts of interest. The Title IX Coordinator oversees all resolutions under this policy and these procedures. The other personnel involved in the process of investigating, responding, coordinating, or otherwise assisting in the adjudication of complaints under this policy are vetted and trained as appropriate to ensure they are not biased for or against any party in a specific case, or for or against Complainants and/or Respondents, generally.

## 4. **Administrative Contact Information**

Complaints or notice of alleged policy violations, or inquiries about or concerns regarding this policy and procedures, may be made internally to:

Dr. Beth Boettcher  
 Title IX Coordinator  
 Lewis Hall 120  
 1501 Morningside Ave.

Sioux City, IA, 51106  
(712) 274-5034  
[boettcherb@morningside.edu](mailto:boettcherb@morningside.edu)

Dr. Chris Spicer  
Provost and Vice President for Academic Affairs / Title IX Deputy Coordinator  
Lewis Hall 116  
(712) 274-5103 / [spicer@morningside.edu](mailto:spicer@morningside.edu)

Cindy Welp  
Director of Human Resources / Title IX Deputy Coordinator  
Lewis Hall 103  
(712) 274-5114 / [welp@morningside.edu](mailto:welp@morningside.edu)

A party may also contact the Assistant Secretary for Civil Rights of the United States Department of Education.

#### 5. **Applicable Scope and Jurisdiction**

*General Scope:* The core purpose of this policy is the prohibition of all forms of discrimination and discriminatory harassment as defined herein. Members of the University community, guests and visitors have the right to be free from discrimination, harassment, and retaliation. All members of the community are expected to conduct themselves in a manner that does not infringe upon the rights of others. The purpose of this policy is to promote compliance with applicable campus, state and federal regulations; to allow for behavior that is inconsistent with University policies to be appropriately reported, investigated, and sanctioned; and to educate all members of the University community about implications and consequences of their behavior.

This policy covers conduct that occurs at all University sponsored programs and activities, as well as conduct that occurs on the campus or on property owned or controlled by the University. The policy can also cover prohibited conduct that initially occurs off-campus when students or employees experience continuing effects of the off-campus acts in the educational or work setting that effectively deprive them of access to the University's educational program. The Policy covers conduct perpetrated by faculty, staff, students, and third parties, and if the Respondent is unknown or not a member of the Morningside University community, the Title IX Coordinator will assist the Complainant in identifying appropriate campus and local resources and support options and/or, when criminal conduct is alleged, in contacting local or campus law enforcement if the individual would like to file a police report. Any person may file a complaint alleging a violation of this policy.

*Scope under Title IX for Sexual Harassment:* The University's scope under Title IX is limited to locations, events, or circumstances over which it substantially controls both the

Respondent and the context in which the alleged harassment occurs, as well as any building owned or controlled by a student organization that is officially recognized by the University, such as a fraternity or sorority. The University's scope under Title IX is also limited to conduct against a person that occurs in the United States.

If a report or complaint falls under the University's scope under Title IX, the University will utilize Process A to respond, and will not proceed under any other University policy or procedure if doing so would interfere with any right or privilege provided to a party under Title IX. If the University determines that a report or complaint does not fall under the University's scope under Title IX, but nonetheless falls under this policy and/or its general scope, the University may still take action for such alleged conduct, including under Process "B" of this Policy.

## **6. Prohibited Conduct**

### **A. Discrimination**

As described in the University's Policy on Nondiscrimination, the University does not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of such protected class characteristics.

Any member of the University community whose acts deny, deprive, or limit the educational or employment access, benefits, and/or opportunities of any member of the University community, guest, or visitor on the basis of that person's actual or perceived membership in the protected classes listed above is in violation of the University's policy on nondiscrimination.

When brought to the attention of the University, any such discrimination will be promptly and fairly addressed and remedied according to the appropriate resolution process described elsewhere in this Policy.

### **B. Discriminatory Harassment**

Students and employees are entitled to an employment and educational environment that is free of discriminatory harassment. Morningside University's harassment policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that include germane, but controversial or sensitive, subject matters protected by academic freedom.

Discriminatory harassment is defined as unwelcome conduct on the basis of actual or perceived membership in a class protected by policy or law, and which creates a "hostile environment." Morningside University does not tolerate discriminatory harassment of any employee, student, visitor, or guest, but will still act to remedy harassment whether or not it rises to the level of creating a "hostile environment."

A hostile environment is one that unreasonably interferes with, limits, or effectively denies an individual's educational or employment access, benefits, or opportunities. This discriminatory

effect results from harassing verbal, written, graphic, or physical conduct that is severe **or** pervasive **and** objectively offensive.

When discriminatory harassment rises to the level of creating a hostile environment, the University may also impose sanctions on the Respondent through application of the appropriate resolution process below. The University also reserves the right to address offensive conduct and/or harassment that 1) does not rise to the level of creating a hostile environment, or 2) that is of a generic nature and not based on a protected status. Addressing such conduct may not result in the imposition of discipline under the University's policy, but may be addressed through respectful conversation, remedial actions, education, effective alternate resolution, and/or other informal resolution mechanisms.

For assistance with reports, complaints, and resolution options and approaches, employees should contact the Director of Human Resources, and students should contact the Title IX Coordinator.

### **C. Sexual Harassment**

Prohibited acts of sexual harassment may be committed by any person upon any other person, regardless of the sex, sexual orientation, and/or gender identity of those involved.

Sexual Harassment, as an umbrella category, includes the offenses below:

1. Conduct on the basis of sex that satisfies one or more of the following:
  - a. Quid Pro Quo: An employee of Morningside University conditions the provision of an aid, benefit, or service upon an individual's participation in unwelcome sexual conduct.
  - b. Hostile Environment: Unwelcome<sup>[2]</sup> conduct on the basis of sex that is so **severe, pervasive and objectively offensive** that it effectively denies a person equal access to a University education program or activity, including work. (Note: Alleged conduct that meets this criterion will be addressed through the Title IX resolution process, Process A. Unwelcome<sup>[3]</sup> conduct on the basis of sex that is so **severe or pervasive and objectively offensive** that it effectively denies a person equal access to a University education program or activity, including work, still constitutes discriminatory sexual harassment. Alleged conduct that meets this definition will be addressed outside of the Title IX resolution process under Process B).
2. *Sexual Assault*: One of the following offenses in which one has or attempts to have sexual contact or sexual penetration with another individual without their consent:
  - i. Rape: the penetration, no matter how slight, of the vagina or anus, with any body part or object, or oral penetration by a sex organ of another person without consent of the victim.

- ii. Fondling: the touching of the private body parts of another person for the purpose of sexual gratification without consent of the victim.
- iii. Incest: sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law; or
- iv. Statutory rape: sexual intercourse with a person who is under the statutory age of consent.

3. **Dating Violence**: Violence committed by a person who has been in a romantic or intimate relationship with another. The existence of such a relationship shall be determined based on the reporting party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

4. **Domestic Violence**: Felony or misdemeanor crime of violence committed by:
- i. Current or former spouse or intimate partner of the victim.
  - ii. Person with whom the victim shares a child in common.
  - iii. Person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner.
  - iv. Person similarly situated to a spouse of the victim under the laws of the State of Iowa or the jurisdiction in which the incident reported occurred; and
  - v. Any other person against an adult or youth victim who is protected from that person's act under the laws of the State of Iowa.

To categorize an incident as Domestic Violence, the relationship between the Respondent and the Complainant must be more than just two people living together as roommates. The people cohabitating must be current or former spouses or have an intimate relationship.

5. **Stalking**: Engaging in a course of conduct toward another person under circumstances that would reasonably cause a person to fear bodily injury to themselves or others or to experience substantial emotional distress.

For the purposes of this definition—

- (i) **Course of conduct** means two or more acts, including, but not limited to, acts in which the Respondent directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
- (ii) **Reasonable person** means a reasonable person under similar circumstances and with similar identities to the Complainant.

- (iii) Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

As used in the offenses above, the following definitions and understandings apply:

*Consent:* Consent is knowing, voluntary, and clear permission by word or action to engage in sexual activity. Since individuals may experience the same interaction in different ways, it is the responsibility of each party to determine that the other has consented before engaging in the activity.

For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. The existence of consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced.

Consent can also be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated. If consent is withdrawn, that sexual activity should cease within a reasonable time.

Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A current or previous intimate relationship is not sufficient to constitute consent. Consent cannot be inferred from lack of resistance, passivity, or lack of response.

Consent is not effective if a party is incapacitated, or it results from the use of force.

*Force:* Force is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent. Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced.

*Incapacitation:* Incapacitation is defined as mentally and/or physically helpless, unconscious or unaware that the sexual activity is occurring. Where alcohol and/or other drugs (including prescription drugs) are involved, incapacitation is a state beyond drunkenness or intoxication. Warning signs that a person may be approaching incapacitation may include slurred speech, vomiting, unsteady gait, odor of alcohol or other substance, combativeness, and/or emotional volatility. Incapacitation is determined through consideration of all relevant indicators of an individual's state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.

It is a defense to a sexual assault policy violation that the Respondent neither knew nor should have known the Complainant to be incapacitated. "Should have known" is an objective, reasonable person standard which assumes that a reasonable person is both sober and exercising sound judgment.

#### D. Other Prohibited Offenses

In addition to the forms of discriminatory and sexual harassment described above, Morningside University additionally prohibits the following offenses as forms of discrimination/harassment when the act is based upon the Complainant's actual or perceived membership in a protected class. In this section, the definition of "consent" is the same as defined above.

1. Sexual Exploitation, defined as: taking non-consensual or abusive sexual advantage of another for one's own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that conduct does not otherwise constitute sexual harassment under this Policy. Examples of Sexual Exploitation include, but are not limited to:
  - a. Sexual voyeurism (such as viewing another person's sexual activity, intimate body parts, or nakedness in a place where that person would have a reasonable expectation of privacy, without that person's consent).
  - b. Invasion of sexual privacy.
  - c. Prostituting another person.
  - d. Recording images (e.g., video, photograph) or audio of another person's sexual activity, intimate body parts, or nakedness without that person's consent.
  - e. Distributing images (e.g., video, photograph) or audio of another person's sexual activity, intimate body parts, or nakedness, if the individual distributing the images or audio knows or should have known that the person depicted in the images or audio did not consent to such disclosure and objects to such disclosure, including the making or posting of revenge pornography;
  - f. knowingly transmitting a sexually transmitted disease (STD) or infection (STI) or human immunodeficiency virus (HIV) to another individual without informing the other person of the infection.
  - g. exposing one's genitals to another when the exposing individual knows or should have known that the other person did not consent to such exposure and objects to such exposure; causing another to expose genitals without that person's effective consent.
  - h. Causing or attempting to cause the incapacitation of another person (through alcohol, drugs, or any other means) for the purpose of compromising that person's ability to give consent to sexual activity, or for the purpose of making that person vulnerable to non-consensual sexual activity.
  - i. Misappropriation of another person's identity on apps, websites, or other venues designed for dating or sexual connections.
  - j. Forcing a person to take an action against that person's will by threatening to show, post, or share information, video, audio, or an image that depicts the person's nudity or sexual activity.

- k. Knowingly soliciting a minor for sexual activity.
  - l. Engaging in sex trafficking.
  - m. Creation, possession, or dissemination of child pornography.
2. *Threatening or causing physical harm*, extreme verbal, emotional, or psychological abuse, or other conduct which threatens or endangers the health or safety of any person; or
  3. *Hazing*, defined as acts likely to cause physical or psychological harm or social ostracism to any person within the Morningside University community, when related to the admission, initiation, pledging, joining, or any other group-affiliation activity.

Violation of any other University policies may constitute prohibited conduct herein when a violation is motivated by actual or perceived membership in a protected class, and the result is a discriminatory limitation or denial of employment or educational access, benefits, or opportunities.

#### E. Retaliation

Retaliation occurs when an individual harasses or intimidates another person because that other person filed a complaint, participated in the resolution process of a violation of this policy, supported a Complainant or Respondent, and/or acted in good faith to oppose conduct that constitutes a violation of this policy. Harassment or intimidation includes but is not limited to threats or actual violence against the person or the person's property, adverse educational or employment consequences, ridicule, taunting, bullying or ostracism. Retaliation is prohibited under this policy and is expressly prohibited by Title VII, Title IX and other state and federal laws.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a resolution proceeding under this policy and procedure does not constitute retaliation, provided that a determination regarding responsibility, alone, is not sufficient to conclude that any party has made a materially false statement in bad faith.

Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. Morningside University is prepared to take appropriate steps to protect individuals who fear that they may be subjected to retaliation.

### **7. Seeking Help After Sexual Harassment or Violence**

**If you are sexually assaulted or experience other violence, your first priority is to find a safe place.** Next, seek medical attention; swift medical treatment is critical for protecting you from sexually transmitted diseases and preserving evidence. In Iowa, your medical exam and follow up visits are free, even if you don't report the assault to the police.

In the immediate aftermath of a sexual assault or violence, you may not know whether you will eventually want to press charges. Taking care to preserve and collect evidence does not commit you to reporting anything. It's important that you not shower, bathe, urinate, douche, smoke, brush your teeth or drink anything before going to the emergency room. It's best if you don't

change your clothes, but if you do, the clothes you were wearing should be brought to the ER in a paper bag (not plastic). If you suspect you have been drugged, either refrain from urinating or urinate in a clean container and bring it with you to the ER. Leave the assault scene as is so you don't inadvertently destroy evidence before you've had time to make a decision about reporting the assault.

- Local Area Medical Care:
  - UnityPoint Health – St. Luke's; 712-279-3500
  - Mercy Medical Center; 712-279-2010

Morningside University also recommends and encourages victims involved in such incidents to seek counseling and/or identify a support person. A support person plays an important role in providing personal encouragement to a victim in a crisis situation. Information regarding counseling options, both on campus and in the community, can be obtained from the on-campus licensed professional counselor: Bobbi Meister, LISW, Personal Counselor; 712-274-5606. Complainants may also contact the following:

- Safeplace Sioux City; 24-hour Crisis Line: 712-258-7233
- National Coalition Against Domestic Violence; 800-799-7233
- Iowa Victim Service Call Center; 800-770-1650
- Rape, Assault, and Incest National Network; 712-856-4673

## **8. Notice/Complaints of Discrimination, Harassment, and/or Retaliation**

Morningside University encourages persons who have experienced any form of discrimination, harassment or retaliation to report the incident promptly, to seek all available assistance, and where appropriate, to report the incident to local law enforcement. Morningside University takes reports of discrimination, harassment and retaliation very seriously and will work with all parties to ensure their safety and to investigate and adjudicate the situation.

### **A. Official University Reporting Options**

Notice or complaints of discrimination, harassment, and/or retaliation may be made using any of the following options:

**1. File a complaint with, or give verbal notice to, the Title IX Coordinator** at the contact information listed in Section 4. Such a report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

### **3. Report to a University Official with Authority (OWA)**

An individual who is subjected to conduct covered by this Policy is encouraged to make an official University report directly to the Title IX Coordinator but may also report to a University Official with Authority, or OWAs. At Morningside University, the OWAs are:

- Morningside University Office of Human Resources
- Morningside University Student Life Office (Resident Assistant, Resident Director, Dean of Residence Life, or Vice President for Student Life)
- Director of Campus Safety and Security

A report to an OWA is expected to be transferred immediately to the Title IX Coordinator.

#### **4. Report to Other, Non-Confidential University Employees**

At Morningside University all employees (including student employees) are expected to report instances of alleged discrimination and harassment, including sexual harassment, to the Title IX Coordinator or an OWA, unless the employee is acting as a campus chaplain, campus nurse, or campus counselor covered by confidentiality as listed elsewhere in this policy. When a complainant tells a University employee, other than the Title IX Coordinator, about an incident involving conduct covered by this policy, the individual should not expect confidentiality in that communication. Likewise, any University employee is expected to promptly share with the Title IX Coordinator all known details of a report made to them concerning conduct covered by this policy. University employees are not to investigate and are not required to obtain proof of any actual policy violation.

For these reasons, Complainants may want to carefully consider whether they share personally identifiable details with non-confidential University employees. To the extent possible, information reported to any University employee will be shared only with officials with authority responsible for handling the University's response to the report. University employees expected to report who knowingly condone, fail to report, or fail to take action to remedy incidents of discrimination, harassment, and/or retaliation is a violation of Morningside University policy may themselves be subject to sanctions and/or disciplinary action, up to and including termination.

Generally, disclosures in climate surveys, classroom writing assignments or discussions, human subjects research, or at events such as "Take Back the Night" marches or speak-outs do not provide notice that must be reported to the Coordinator by employees, unless the Complainant clearly indicates that they desire a report to be made or a seek a specific response from Morningside University.

#### **B. Confidential Reporting/Resource Options**

If a Complainant would like the details of an incident to be kept confidential, the Complainant may speak with the following Confidential Resources:

- On-campus licensed professional counselors  
Bobbi Meister, LISW, Personal Counselor; 712-274-5606
- On-campus health service providers and staff  
Judi Neswick, Student Health Nurse; 712-274-5178
- On-campus members of the clergy  
Rev. Andy Nelson, Chaplain; 712-274-5148
  
- Off-campus (non-employees):
  - *Licensed professional counselors and other medical providers*
  - *Local rape crisis counselors*
  - *Domestic violence resources*
  - *Local or state assistance agencies*
  - *Clergy/Chaplains*
  - *Employee Assistance Program*
  - *Attorneys*
  - *Examples:*
    - Safespace Sioux City; 24-hour Crisis Line: 712-258-7233
    - National Coalition Against Domestic Violence; 800-799-7233
    - Iowa Victim Service Call Center; 800-770-1650
    - Rape, Assault, and Incest National Network; 712-856-4673

All of the above-listed individuals will maintain confidentiality when acting under the scope of their licensure, professional ethics and/or professional credentials, except in extreme cases of immediacy of treat or danger or abuse of a minor or individual with a disability, or when required to disclose by law or court order.

Morningside University employees who are confidential will timely submit anonymous statistical information for Clery Act purposes unless they believe it would be harmful to their client, patient, or parishioner.

#### C. When a Complainant Requests Confidentiality and/or Does Not Wish to Proceed

If a Complainant does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal complaint to be pursued, they may make such a request to the Title IX Coordinator, who will weigh the request for confidentiality/no formal action against the University's obligation to provide a safe, non-discriminatory environment for all students and employees, including the complainant. In conducting this analysis, the Title IX Coordinator will weigh the complainant's request and preferences against factors such as: the seriousness of the alleged misconduct; the complainants' age; whether there have been other complaints against the accused that increase the risk of the campus community; whether the alleged incident involved threatened future sexual violence or use of force or a weapon; whether an

incident involved multiple respondents; whether an incident involved alcohol, drugs, or any date rape drug; whether the school has other methods for obtaining relevant evidence (i.e., security cameras or physical evidence); and, when the matter is under the scope of Title IX, to what extent non-participation by the Complainant may impact the availability of evidence and the University's ability to pursue a Formal Grievance Process fairly and effectively.

Based on this assessment, the University may decide not to honor the complainant's desire for confidentiality, and investigate and adjudicate a violation of this policy, when doing so is not clearly unreasonable. If so, the Title IX Coordinator may sign a formal complaint to initiate a resolution process. The Title IX Coordinator will not become the Complainant. The Complainant retains all rights of a Complainant under this Policy irrespective of their level of participation. The University will not be able to ensure the complainant's confidentiality but will still offer and provide supportive measures.

In cases in which the Complainant requests confidentiality/no formal action and the circumstances allow the University to honor that request, the University will offer informal resolution options (see below), supportive measures, and remedies to the Complainant and the community, but will not otherwise pursue formal action.

Note that Morningside University's ability to remedy and respond to notice may be limited if the Complainant does not want Morningside University to proceed with an investigation and/or grievance process. The goal is to provide the Complainant with as much control over the process as possible, while balancing Morningside University's obligation to protect its community.

If the Complainant elects to take no action, they can change that decision if they decide to pursue a formal complaint at a later date. Upon making a formal complaint, a Complainant has the right, and can expect, to have allegations taken seriously by Morningside University, and to have the incidents investigated and properly resolved through these procedures.

#### D. Law Enforcement

Along with the on-campus reporting options described above, Morningside University strongly encourages a Complainant to make a report to local law enforcement, to the extent alleged discrimination or harassment constitutes a crime. Although reporting to law enforcement is strongly encouraged, at no time will any individual be forced to make a report to law enforcement as a precondition to using the internal reporting/resolution processes described in this policy. The Title IX Coordinator, Deputy Coordinators, OWAs or off-campus victim advocates can assist in notifying law enforcement, if a complainant chooses.

- Sioux City Police Department (911)

### **9. After Notice/a Report is Made**

## A. Supportive Measures

Morningside University will offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged harassment, discrimination, and/or retaliation.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the parties to restore or preserve access to Morningside University's education program or activity, including measures designed to protect the safety of all parties or Morningside University's educational environment, and/or deter harassment, discrimination, and/or retaliation.

The Title IX Coordinator or Vice President for Student Life will promptly make supportive measures available to the parties upon receiving notice or a complaint. The Title IX Coordinator works with the Complainant to ensure that their wishes are taken into account with respect to the supportive measures that are planned and implemented.

Morningside University will maintain the privacy of the supportive measures, provided that privacy does not impair Morningside University's ability to provide the supportive measures. Morningside University will act to ensure as minimal an academic impact on the parties as possible, and without an unreasonable burden the other party.

These supportive measures may include, but are not limited to:

- Referral to counseling, medical, and/or other healthcare services
- Referral to the Employee Assistance Program
- Referral to community-based service providers
- Visa and immigration assistance
- Student financial aid counseling
- Education to the community or community subgroup(s)
- Altering campus housing assignment(s)
- Altering work arrangements for employees or student-employees
- Safety planning
- Providing campus safety escorts
- Providing transportation accommodations
- Implementing mutual contact limitations (no contact orders) between the parties
- Academic support, extensions of deadlines, or other course/program-related

adjustments

- [Timely warnings](#)
- Class schedule modifications, withdrawals, or leaves of absence
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

In most instances, both the complainant and the respondent will be instructed to mutually avoid all contact with the other. Such a directive serves as notice to both parties that they must not have verbal, electronic, written, or third-party communication with one another. If these

instructions are not heeded, disciplinary action may be taken. In addition, a party may seek an order of protection, “no-contact” order, restraining order, or similar order issued by a criminal, civil, or tribal court. If an individual obtains an order of protection from a court in Iowa, the Title IX Coordinator should receive a copy to be aware of any limitations or restrictions and to develop a plan to abide by the court order. The University cannot enforce a violation of a court order but can assist an individual in contacting law enforcement to report a violation. If any terms of a court order are unclear in their application to the campus environment, it is up to the parties to seek clarification through the court – the University cannot render a legal opinion or give advice other than to develop a plan to reasonably prevent violations of the order.

#### B. Emergency Removal

Morningside University can act to remove a Respondent entirely or partially from its education program or activities on an emergency basis when the Respondent’s presence constitutes an immediate threat to the physical health or safety of any student or other individual. This risk analysis is performed by the Title IX Coordinator in conjunction with the Office of Student Life using its standard objective violence risk assessment procedures.

In all cases in which an emergency removal is imposed, the Respondent will be given notice of the action and the option to request to meet with the Title IX Coordinator and/or Vice President for Student Life prior to such action/removal being imposed, or as soon thereafter as reasonably possible, to show cause why the action/removal should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate. When this meeting is not requested in a timely manner, objections to the emergency removal will be deemed waived. There is no appeal process for emergency removal decisions.

A Respondent may be accompanied by an Advisor of their choice when meeting with the Title IX Coordinator and/or Vice President of Student Life for the show cause meeting. The Title IX Coordinator has sole discretion under this policy to implement or stay an emergency removal and to determine the conditions and duration. Violation of an emergency removal under this policy will be grounds for discipline, which may include expulsion or termination.

#### C. Promptness

All allegations are acted upon promptly by Morningside University once it has received notice or a formal complaint. Complaints can take 60-90 business days to resolve, typically. There are always exceptions and extenuating circumstances that can cause a resolution to take longer, but Morningside University will avoid all undue delays within its control.

When the general timeframes for resolution outlined in Morningside University’s procedures will be delayed, Morningside University will provide written notice to the parties of the delay, the cause of the delay, and an estimate of the anticipated additional time that will be needed as a result of the delay.

#### D. Privacy

Morningside University will not share the identity of any individual who has made a report or complaint of harassment, discrimination, or retaliation; any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, or any witness, except as permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g; FERPA regulations, 34 CFR part 99; or as required by law; or to carry out the resolution processes in this policy, including the conducting of any investigation or hearing.

Morningside University reserves the right to designate which Morningside University officials have a legitimate educational interest in being informed about incidents that fall within this policy, pursuant to the Family Educational Rights and Privacy Act (FERPA).

Only a small group of officials who need to know will typically be told about the complaint. Information will be shared as necessary with Investigators, Hearing Officer/Decision Maker, witnesses, and the parties. The circle of people with this knowledge will be kept as tight as possible to preserve the parties' rights and privacy.

Morningside University may contact parents/guardians to inform them of situations in which there is a significant and articulable health and/or safety risk but will usually consult with the student first before doing so.

#### E. Time Limits on Reporting

There is no time limitation on providing notice/complaints to the Title IX Coordinator. However, if the Respondent is no longer subject to Morningside University's jurisdiction and/or significant time has passed, the ability to investigate, respond, and provide remedies may be more limited or impossible.

Acting on notice/complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of policy) is at the discretion of the Title IX Coordinator, who may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

#### F. Federal Statistical and Timely Warning Obligations

Parties reporting sexual assault, domestic violence, dating violence, and/or stalking should be aware that under the Clery Act, Morningside University must publish an annual report of certain crimes that fall within the scope of this policy that have occurred and their general location (on or off campus or in the surrounding area; no addresses are given). These reports contain statistical information only. All personally identifiable information is kept confidential.

Under the Clery Act, the University must issue timely warnings for incidents reported to them that pose a serious or continuing threat of bodily harm or danger to members of the campus community. Morningside University will ensure that a Complainant's name and other identifying

information is not disclosed in such a warning, while still providing enough information for community members to make safety decisions in light of the potential danger.

#### G. False Allegations and Evidence

Deliberately false and/or malicious accusations under this policy, as opposed to allegations which, even if erroneous, are made in good faith, are a serious offense and will be subject to appropriate disciplinary action.

Additionally, witnesses and parties knowingly providing false evidence, tampering with or destroying evidence after being directed to preserve such evidence, or deliberately misleading an official conducting an investigation can be subject to discipline under Morningside University policy.

#### H. Amnesty for Complainants and Witnesses

The Morningside University community encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to report to Morningside University officials or participate in resolution processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of the Morningside University community that Complainants choose to report misconduct to Morningside University officials, that witnesses come forward to share what they know, and that all parties be forthcoming during the process.

To encourage reporting and participation in the process, Morningside University maintains a policy of offering parties and witnesses amnesty from minor policy violations – such as underage consumption of alcohol or the use of illicit drugs – related to the incident.

Amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution. The decision not to offer amnesty to a Respondent is based on neither sex nor gender, but on the fact that collateral misconduct is typically addressed for all students within a progressive discipline system, and the rationale for amnesty – the incentive to report serious misconduct – is rarely applicable to Respondent with respect to a Complainant.

### **Resolution Process for Alleged Violations of the Policy on Equal Opportunity, Harassment, and Nondiscrimination**

#### **1. Overview**

Morningside University will act on any notice or complaint of violation of the policy on Equal Opportunity, Harassment, and Nondiscrimination (“the Policy”) that is received by the Title IX Coordinator[4] or OWA by applying these procedures, which includes two possible methods for

resolution known as “Process A” or “Process B”.

## **2. Initiating a Formal Complaint**

When the University learns of potential discrimination or harassment, in most cases outreach will be done with the Complainant to identify reporting options (discussed earlier) within and outside the University and to offer supportive measures. The Title IX Coordinator is available to meet to discuss those reporting options with the Complainant or answer questions from the Respondent.

A Complainant who proceeds with a formal complaint must do so in writing, and by filing a complaint with the Title IX Coordinator by hard copy, email, or any other writing evidencing a physical or digital signature, or otherwise verifying the Complainant is filing the complaint. If the Title IX Coordinator signs a formal complaint, the Title IX Coordinator will not become a party or Complainant for purposes of the processes below.

## **3. Initial Assessment of Applicable Scope/Process**

Upon receipt of a formal complaint or notice to the Title IX Coordinator of an alleged violation of the Policy, Morningside University initiates a prompt initial assessment to determine the next steps the University needs to take.

Morningside University will initiate at least one of three responses:

- a. Provide the Complainant with assistance and support only, based on the Complainant’s request that the University not take action, where that request is not clearly unreasonable and/or consistent with the University’s obligations under law.
- b. Determine the circumstances satisfy the jurisdictional requirements of Title IX at 34 CFR 106.45 and resolve the complaint under informal or formal “Process A” resolution procedures.
- c. Determine the circumstances do not satisfy the jurisdictional requirements of Title IX at 34 CFR 106.45 and dismiss the complaint under Title IX, but resolve the complaint under informal or formal “Process B” resolution procedures, or other policies and procedures, as applicable. Specifically, Process A procedures apply **only** to qualifying allegations of sexual harassment under Title IX (including sexual assault, dating violence, domestic violence, and stalking, as defined above) involving students, staff, administrators, or faculty members. If they do not, they must or may be “dismissed” as follows:

Morningside University must dismiss a formal complaint or any allegations therein from Process A if, at any time during the investigation or hearing, it is determined that:

- 1) The alleged conduct would not constitute sexual harassment as defined in the policy hereinabove, even if proven.

- 2) The University does not substantially control both the Respondent and the context in which the alleged harassment occurs, nor did it occur in any building owned or controlled by a student organization that is officially recognized by the University, such as a fraternity or sorority.
- 3) The alleged conduct did not occur against a person in the United States; and/or
- 4) At the time of filing a formal complaint, a Complainant is not participating in or attempting to participate in the education program, activity, or workplace of Morningside University.

Morningside University may dismiss a formal complaint or any allegations therein if, at any time during the investigation or hearing:

- 1) A Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the formal complaint or any allegations therein: or
- 2) The Respondent is no longer enrolled in or employed by the University; or
- 3) Specific circumstances prevent Morningside University from gathering evidence sufficient to reach a determination as to the formal complaint or allegations.

Upon any dismissal, Morningside University will promptly send written notice of the dismissal and the rationale for doing so simultaneously to the parties. This dismissal decision is appealable by any party under the procedures for appeal below. A Complainant who decides to withdraw a complaint may later request to reinstate or refile it.

Dismissing a complaint under Title IX may be procedural and does not limit the University's authority to address a complaint with an appropriate process and remedies. If the Title IX Coordinator determines that the misconduct alleged does not fall within the scope of Title IX, other policies may apply and the matter may be referred for resolution, including under Process B.

Process B applies to the resolution of offenses such as violations of policies on protected class harassment or discrimination above. Process B can also apply to sexual harassment (including sexual assault, dating violence, domestic violence, and stalking, as defined above) when jurisdiction does not fall within Process A, as specified by the Title IX Coordinator.

#### **4. Counterclaims**

Morningside University is obligated to ensure that the grievance process is not abused for retaliatory purposes. Morningside University permits the filing of counterclaims but uses an initial assessment, described above, to assess whether the allegations in the counterclaim are made in good faith. Counterclaims by the Respondent may be made in good faith, but are, on occasion, also made for purposes of retaliation. Counterclaims made with retaliatory intent will not be permitted.

Counterclaims determined to have been reported in good faith will be processed using the grievance procedures below. Investigation of such claims may take place after resolution of the underlying initial allegation, in which case a delay may occur.

Counterclaims may also be resolved through the same investigation as the underlying allegation, at the discretion of the Title IX Coordinator or the Investigator. When counterclaims are not made in good faith, they will be considered retaliatory and may constitute a violation of this policy.

#### **5. Disabilities Accommodations in the Resolution Process**

Morningside University is committed to providing reasonable accommodations and support to qualified students, employees, or others with disabilities to ensure equal access to Morningside University's resolution process.

Anyone needing such accommodations or support should contact Disability Services if a student or the Human Resources Office if an employee, who will review the request and, in consultation with the person requesting the accommodation and the Title IX Coordinator, determine which accommodations are appropriate and necessary for full participation in the process.

#### **6. PROCESS A: Formal Grievance Process for Qualifying Allegations of Sexual Harassment Under Title IX**

Process A procedures apply only to qualifying allegations of sexual harassment under Title IX (including sexual assault, dating violence, domestic violence, and stalking, as defined in this policy) involving students, staff, administrator, or faculty members.

##### **A. Right to an Advisor**

The parties may each have an Advisor of their choice present with them for all meetings and interviews within the resolution process if they so choose. A party may elect to change advisors during the process and is not obligated to use the same advisor throughout.

###### **a. Who Can Serve as an Advisor**

A party may select whoever they wish to serve as their Advisor. The Advisor may be a friend, mentor, family member, attorney, or any other individual a party chooses to advise, support, and/or consult with them throughout the resolution process. The parties may choose Advisors from inside or outside of the Morningside University community.

###### **b. Advisors in Hearings/Morningside University-Appointed Advisor**

Under U.S. Department of Education regulations applicable to Title IX, cross-examination is required during the hearing, but must be conducted by the parties' Advisors. The parties are not permitted to directly cross-examine each other or any witnesses. If a party does not have an Advisor for a hearing, Morningside University will appoint an Advisor for the limited purpose of conducting any cross-examination.

A party may reject this appointment and choose their own Advisor, but they may not proceed without an Advisor. If a party does not have an advisor at the hearing, the University shall provide an advisor, the selection of which will be in the University's sole discretion. Morningside University cannot guarantee equal advisory rights, meaning that if one party selects an Advisor who is an attorney, but the other party does not, Morningside University is not obligated to provide an attorney.

c. Expectations of Advisors

The parties may be accompanied by their Advisor in all meetings and interviews at which the party is entitled to be present.

All Advisors are subject to the same Morningside University policies and procedures, whether they are University-appointed or not. Advisors are expected to advise their advisees without disrupting proceedings. The Advisor may not make a presentation or represent their advisee during any meeting or proceeding and may not speak on behalf of the advisee to the Investigator(s) or Decision-maker except during a hearing proceeding, during cross-examination. In conducting cross-examination, the advisor will not be abusive towards any party or witness and will act with appropriate decorum.

The parties are expected to ask and respond to questions on their own behalf throughout the investigation phase of the resolution process. Although the Advisor generally may not speak on behalf of their advisee, the Advisor may consult with their advisee, either privately as needed, or by conferring or passing notes during any resolution process meeting or interview. For longer or more involved discussions, the parties and their Advisors should ask for breaks to allow for private consultation.

Any Advisor who oversteps their role as defined by this policy will be warned only once. If the Advisor continues to disrupt or otherwise fails to respect the limits of the Advisor role, the meeting will be ended, or other appropriate measures implemented. Subsequently, the Title IX Coordinator will determine how to address the Advisor's non-compliance and future role.

d. Sharing Information with the Advisor

Morningside University expects that the parties may wish to have Morningside University share documentation and evidence related to the allegations with their Advisors. Parties may share this information directly with their Advisor, but the Advisor will be under the same expectations of privacy as the party. These records may not be shared with third parties, disclosed publicly, or used for purposes not explicitly authorized by the University. The University may seek to restrict the role of any Advisor who does not respect the sensitive nature of the process or who fails to abide by the University's privacy expectations.

Morningside University requires a consent and privacy form that authorizes Morningside University to share such information directly with their Advisor. The parties must either complete and submit this form to the Title IX Coordinator or provide similar documentation demonstrating consent to a release of information to the Advisor before Morningside University is able to share records with an Advisor.

If a party requests that all communication be made through their Advisor, Morningside University will not comply with that request.

#### **B. Informal Resolution**

After the filing of a formal complaint, the University may facilitate an informal resolution between the parties, and at any time prior to the Decision-Maker's determination of responsibility via the issuance of a written decision.

The Title IX Coordinator will assess the severity of the alleged harassment and the potential risk of a hostile environment for others in the community to determine whether informal resolution may be appropriate. Informal Resolution will not be available to resolve allegations involving an employee sexually harassing a student.

The University will not require the parties to participate in the Informal Resolution process as a condition of enrollment, continuing enrollment, or employment or continuing employment, or of any other right conferred by the University.

The Title IX Coordinator, or trained designee, will provide the parties with a written notice setting forth the allegations, the requirements of the informal resolution process set forth in this Policy, the right of any party to withdraw from the informal process and proceed with the formal complaint resolution process above, at any time prior to agreeing to a resolution; and any consequences resulting from the participation in the informal process, including the records that will be maintained or could be shared by the University. Both parties must voluntarily consent in writing to participation in the informal resolution process.

The Title IX Coordinator, or trained designee, will attempt to aid the parties in finding a mutually acceptable resolution to the complaint. This resolution will be reduced to writing and must be signed by the Complainant and the Respondent. Once both parties have voluntarily signed the written resolution, the written resolution becomes final and neither party can initiate the formal complaint resolution process above to resolve the allegations in the formal complaint. The written resolution is not subject to appeal.

#### **C. Grievance Process Pool**

The resolution processes below relies on a pool of trained investigators, administrators, or other individuals ("the Pool") to carry out the process. The Title IX Coordinator, in consultation with the President, appoints the Pool, which acts with independence and impartiality. The University

reserves the right to appoint external Pool members with expertise in investigation and in chairing/facilitating hearings.

Members of the Pool may serve in in the following roles, at the direction of the Title IX Coordinator:

- To act as an Advisor to the parties
- To serve in a facilitation role in informal resolution if appropriately trained
- To perform or assist with initial assessment
- To investigate complaints
- To serve as a hearing facilitator
- To serve as a Decision-maker regarding the complaint
- To serve as an Appeal Decision-maker

#### **b. Pool Member Appointment**

The Title IX Coordinator appoints the Pool, which acts with independence and impartiality. Appointments may be made to serve in all roles or only one or more specific roles. The Pool members receive annual training based on their respective roles. The materials used to train members of the Pool are publicly posted here: [Title IX - MySide \(morningside.edu\)](http://morningside.edu/TitleIX-MySide).

#### **D. Formal Resolution Process**

##### **a. Notice of Investigation and Allegations**

The Title IX Coordinator will provide written notice of the investigation and allegations (the “NOIA”) simultaneously to the parties.

The NOIA will include:

- The identity of the involved parties (if known),
- The misconduct being alleged,
- The date and location of the alleged incident(s) (if known),
- The policies potentially implicated,
- A statement that Morningside University presumes the Respondent is not responsible for the reported misconduct unless and until the evidence supports a different determination,
- A statement that determinations of responsibility are made at the conclusion of the process and that the parties will be given an opportunity to inspect and

review all directly related and/or relevant evidence obtained during the review and comment period,

- The party's right to have an Advisor of their choosing, who may be an attorney,
- A statement informing the parties that Morningside University's Policy prohibits knowingly making false statements, including knowingly submitting false information during the resolution process, the consequence for which is up to and including suspension or expulsion of a student or termination of an employee's employment.
- Detail on how the party may request disability accommodations during the interview process,
- The name(s) of the Investigator(s), along with a process to identify, in advance of the interview process, to the Title IX Coordinator any conflict of interest that the Investigator(s) may have.

The NOIA shall be provided prior to the initial interview of any party, and within a sufficient amount of time to prepare. Parties will also be provided advance notice in writing of the date, time, location, participants, and purpose of any interview, hearing, or meeting in the investigation and resolution process.

If, during the course of investigation, the University determines that additional allegations will be investigated as part of the pending complaint, the Title IX Coordinator or designee will provide written notice of the additional allegations to any identified Complainant(s) or Respondent(s).

**b. Resolution Timeline**

Morningside University will make a good faith effort to complete the resolution process within a sixty-to-ninety (60-90) business daytime period, including appeal, which can be extended as necessary for appropriate cause by the Title IX Coordinator, who will provide notice and rationale for any extensions or delays to the parties as appropriate, as well as an estimate of how much additional time will be needed to complete the process.

**c. Appointment of Investigators**

Once the decision to commence a formal investigation is made, the Title IX Coordinator appoints one or more investigators to conduct the investigation who have received annual training to investigate campus matters of sexual harassment and on how to conduct an investigation and hearing process that protects the safety of victims and promotes accountability to conduct the investigation. The investigation team may be composed of internal Pool members, external professionals, or a combination of both.

The Title IX Coordinator will vet the assigned Investigator(s) to ensure impartiality by ensuring there are no actual or apparent conflicts of interest or disqualifying biases. The parties may, at any time during the resolution process, raise a concern regarding bias or conflict of interest, and the Title IX Coordinator will determine whether the concern is reasonable and supportable. If so, another investigator will be assigned and the impact of the bias or conflict, if any, will be remedied. If the source of the conflict of interest or bias is the Title IX Coordinator, concerns should be raised with the President.

**d. Investigation Timeline**

Investigations are completed expeditiously, normally within sixty (60) business days, though some investigations may take weeks or even months, depending on the nature, extent, and complexity of the allegations, availability of witnesses, police involvement, etc.

Morningside University will make a good faith effort to complete investigations as promptly as circumstances permit and will communicate regularly with the parties to update them on the progress and timing of the investigation.

**e. Delays in the Investigation Process and Interactions with Law Enforcement**

Morningside University may undertake a short delay in its investigation (several days to a few weeks) if circumstances require. Such circumstances include but are not limited to: a request from law enforcement to temporarily delay the investigation, the need for language assistance, the absence of parties and/or witnesses, and/or accommodations for disabilities or health conditions.

Morningside University will communicate in writing the anticipated duration of the delay and reason to the parties and provide the parties with status updates if necessary. Morningside University will promptly resume its investigation and resolution process as soon as feasible. During such a delay, Morningside University will implement supportive measures as deemed appropriate.

Morningside University action(s) are not typically altered or precluded on the grounds that civil or criminal charges involving the underlying incident(s) have been filed or that criminal charges have been dismissed or reduced.

**f. Steps in the Investigation Process**

All investigations are thorough, reliable, impartial, prompt, and fair. Investigations involve interviews with all relevant parties and witnesses; and obtaining available, relevant evidence, both inculpatory and exculpatory.

While in-person interviews for parties and all potential witnesses are ideal, circumstances (e.g., study abroad, summer break) may require individuals to be interviewed remotely. Skype, Zoom, FaceTime, WebEx, or similar technologies may be used for interviews if the Investigator(s) determine that timeliness or efficiency dictate a need for remote interviewing. The University will take appropriate steps to reasonably ensure the security/privacy of remote interviews.

All investigations will be conducted as discreetly as is practicable. No unauthorized audio or video recording of any kind is permitted during investigation meetings.

The burden of proof and the burden of gathering sufficient evidence to reach a determination of responsibility rests with the University and not with the parties. The investigation may include, but is not limited to, interviews with the Complainant, the Respondent, any witnesses identified by the parties or by the investigator as having information relevant to the complaint, and collecting and reviewing any relevant documents, communications, or physical evidence if possible. The Investigation typically includes the following:

- Interview the Complainant and Respondents separately. Each party will be asked to participate in an initial interview and may be asked to participate in a follow-up interview(s) as needed.
- Each party may offer witnesses and other information, documents, or other evidence relevant to the complaint, both inculpatory and exculpatory. Information, documents, or other evidence provided by the parties and witnesses may be shared with both parties during the investigation.
- The order of the interviews will be determined by the Investigator(s) based on the circumstances of each complaint.
- The investigator(s) will make a good faith effort to contact and interview relevant witnesses.
- In the event Complainant or Respondent request reasonable accommodations during the investigation process due to a disability, the investigator(s) will consult with the Title IX Coordinator.

Neither party will be restricted in their ability to discuss the allegations or to gather and present relevant evidence; provided, however, that such communications shall not constitute harassment of or retaliation against any party.

The Investigator(s) will evaluate all relevant evidence, both inculpatory and exculpatory. The Investigator(s) will only access, consider, disclose, or otherwise use a party's treatment records made or maintained by a health care provider, or other records protected under a legally recognized privilege, if the party provides the investigator(s) with voluntary, written consent to do so. The Investigator will also deem irrelevant questions and evidence about the Complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and

evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

**g. Inspection and Review of the Evidence and Investigation Report**

Prior to the completion of the investigation report, the Complainant and Respondent and, unless directed otherwise by the respective parties, their Advisor, will be provided the opportunity to inspect all evidence directly related to the allegations of the formal complaint, including both inculpatory and exculpatory evidence, and evidence that the University does not intend to rely on in reaching a determination. The University may require both parties and their Advisors to enter into a written agreement prohibiting the use or dissemination of evidence for any purpose other than those directly related to the parties' participation in resolution process.

Complainant and Respondent will be given *at least ten days* to inspect and review the evidence collected during the University's investigation and to submit a written response the Investigator(s) will consider in preparing a final investigation report. The parties can waive all or part of this inspection period.

The final investigation report will summarize the information and include any documents gathered. The investigative report will not include determination of responsibility for the complaint itself. Complainant and Respondent will be given at least an *additional ten days* after receiving a copy of the University's final investigation report to respond to the investigation report, in writing. In their written response to the investigation report, Complainant and Respondent may provide written comments regarding the relevance of the evidence included in or excluded from the investigation report, provide factual or other corrections to the report, and otherwise provide context for the report.

The final investigation report will be distributed, concurrently, to both of the parties and the Title IX Coordinator at least ten (10) calendar days prior to a hearing to determine responsibility.

**h. Hearing Decision-maker**

Morningside University will designate one or more Decision-Maker, at the discretion of the Title IX Coordinator, with one Decision-Maker designated to Chair the hearing. The Decision-Maker(s) cannot also be Investigators, Advisors, witnesses, or otherwise have had any previous involvement with the investigation.

At the discretion of the Title IX Coordinator, a Decision-Maker/Chair may be appointed to facilitate the hearing and reach a decision on responsibility for a policy violation based of a preponderance of the evidence and reserve a decision on sanctions for a separate Decision-Maker who may or may not attend the hearing. The Decision-Maker(s) may be internal or external to the University.

The Title IX Coordinator may not serve as a Decision-maker or Chair in the matter but may serve as an administrative facilitator of the hearing if their previous role(s) in the matter do not

create a conflict of interest. Otherwise, a designee may fulfill this role. The hearing will convene at a time determined by the Title IX Coordinator, Chair, or designee.

**i. Evidentiary Considerations in the Hearing**

Any evidence that the Decision-Maker(s) determine is relevant and credible may be considered. The hearing does not consider: 1) incidents not directly related to the possible violation, unless they evidence a pattern; 2) the character of the parties; or 3) questions and evidence about the Complainant's prior sexual behavior, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

Previous disciplinary action of any kind involving the Respondent may be considered in determining an appropriate sanction upon a determination of responsibility. This information is only considered at the sanction stage of the process.

After post-hearing deliberation, the Decision-maker renders a determination based on the preponderance of the evidence; whether it is more likely than not that the Respondent violated the Policy as alleged.

**j. Notice of Hearing**

No less than ten (10) days prior to the hearing, the Title IX Coordinator, Chair, or a designee will send notice of the hearing to the parties. of the time and date of the hearing, as well as the identities of the Decision-Maker(s). Within five (5) calendar days, either the Complainant or Respondent may request, in writing to the Title IX Coordinator, that the Decision-Maker(s) be recused because of an identified conflict of interest. Decision-makers will only be removed if the Title IX Coordinator concludes that their bias or conflict of interest precludes an impartial hearing of the allegation(s).

If a party requests, the entire hearing will be conducted with the parties in separate rooms with technology enabling the Decision-Maker(s) and parties to simultaneously see and hear the witness answering questions.

**k. Notice of Witnesses**

At least five (5) calendar days before the hearing, the Decision-Maker(s) will notify the parties in advance which witnesses (including Complainant or Respondent) they would like to be present at the hearing. The Decision-Maker(s) or designee will notify these witnesses of the hearing date and time and that their presence has been requested. Any witness called by the Decision-Maker(s) will also be expected to answer questions from the parties.

- When notifying the parties of these witnesses, the Decision-Maker(s) will also request the parties identify any additional witnesses they wish to have present at the hearing for cross-examination.
- The Decision-Maker(s) or designee will notify relevant witnesses of the hearing date and time and that their presence has been requested by the party for cross-examination.

#### **I. Pre-Hearing Meetings**

The Chair may convene a pre-hearing meeting(s) with the parties to invite them to submit the questions or topics they wish to ask or discuss at the hearing, so that the Chair can consider and discuss their relevance ahead of time. However, this advance review discussion does not preclude a party from introducing evidence or an advisor from asking any cross-examination question at hearing.

The Chair, **only** with full agreement of the parties, may decide in advance of the hearing that certain witnesses do not need to be present if their testimony can be adequately summarized by the Investigator(s) in the investigation report or during the hearing.

At each pre-hearing meeting with a party, the Chair may consider arguments that evidence identified in the final investigation report as relevant is, in fact, not relevant. Similarly, evidence identified as directly related but not relevant by the Investigator(s) may be argued to be relevant. The Chair may rule on these arguments pre-hearing and will exchange those rulings between the parties prior to the hearing to assist in preparation for the hearing. The Chair may consult with legal counsel and/or the Title IX Coordinator or ask either or both to attend pre-hearing meetings.

#### **m. Hearing Procedures**

At the hearing, the Chair has the authority to hear and make determinations on all allegations of discrimination, harassment, and/or retaliation.

The hearing is closed to the general public. Participants at the hearing will include the Chair, any additional Decision-Makers, the parties, Advisors to the parties, any called witnesses and anyone providing authorized accommodations or assistive services. Any additional person's present must be approved by the Chair.

The Chair will answer all questions of procedure and make all evidentiary rulings. There shall be no formal pleadings, legal memorandum, or motions filed in the hearing process.

Hearings (but not post-hearing deliberations) are recorded by the University for purposes of review in the event of an appeal. The parties may not record the proceedings and no other unauthorized recordings are permitted. No person will be given or be allowed to make a copy of the recording without permission of the Title IX Coordinator.

The Chair conducts the hearing, which may include, but is not limited to, the following steps, in the Chair's discretion:

- The Chair explains procedures and introducing participants.
- The Chair will advise the parties if opening statements or closing statements are permissible.
- The parties may be asked if they have any additional evidence they wish the Decision-Maker(s) consider, and if the parties wish to comment on the Investigation Report and evidence. Any new evidence presented by a party, if admitted as relevant, will be provided to the other party to review and provide comment

*Testimony and questioning:* Parties will be allowed, through their Advisors, to cross-examine all other parties and any witnesses, including fact and expert witnesses, and to ask all relevant questions and follow-up questions including those challenging party or witness credibility, directly, orally and in-real time. Any party without an Advisor will be appointed an Advisor by the University, with selection of the Advisor being at the sole discretion of the University. The following applies to cross-examination:

- All questions are subject to a relevance determination by the Chair. The advisor, who will remain seated during questioning, will pose the proposed question orally, electronically, or in writing. The Chair will limit or disallow questions on the basis that they are irrelevant, unduly repetitious (and thus irrelevant), or abusive.
- The Chair may ask advisors to frame why a question is or is not relevant from their perspective if the Chair so chooses. The Chair will explain any decision to exclude a question as not relevant. The Chair has final say on all questions and determinations of relevance, subject to any appeal.
- If a party's Advisor of choice refuses to comply with the University's established rules of decorum for the hearing, the University may require the party to use a different Advisor. If a University-provided Advisor refuses to comply with the rules of decorum, the Title IX Coordinator may provide that party with a different advisor to conduct cross-examination on behalf of that party.

The Decision-maker(s) may not draw any inference solely from a party's or witness's absence from the hearing or refusal to answer cross-examination or other questions.

#### **n. Deliberation, Decision-Making, and Standard of Proof**

The Decision-maker(s) will deliberate in closed session to determine whether the Respondent is responsible or not responsible for the policy violation(s) in question. The preponderance of the evidence standard of proof is used, which generally means "more likely than not." The Decision-Maker(s) will independently evaluate the evidence, without deference to the investigative report.

A written decision called a Notice of Outcome will be provided simultaneously to the parties and include the following information:

- 1) allegations of sexual harassment,

- 2) procedural history (including specifics about notifications of hearings, meetings and interviews, methods used to gather evidence and hearings held),
- 3) findings of fact supporting the decision,
- 4) conclusions regarding application of policy to the facts,
- 5) rationale for the decision/finding of responsibility as it applies to each allegation,
- 6) disciplinary sanctions imposed on respondent, if any,
- 7) whether (but not the nature of) remedies designed to restore/preserve equal access to any or all education programs or activities that will be provided to the Complainant, and
- 8) procedure and permissible bases for appeal.

The Title IX Coordinator will be responsible for coordinating the effective implementation of remedies, as well as any non-punitive or non-disciplinary supportive measures imposed.

The possible range of sanctions and remedies are detailed below. The Notice of Outcome will become final upon written notification to the parties of the outcome of an appeal or, if there is no appeal, the date on which an appeal would no longer be considered timely. The Appeal Rights and Procedures are detailed below.

**o. Joint Hearings**

In hearings involving more than one Respondent or in which two (2) or more Complainants have accused the same individual of substantially similar conduct, the default procedure will be to hear the allegations jointly.

However, the Title IX Coordinator may permit the investigation and/or hearings pertinent to each Respondent to be conducted separately if there is a compelling reason to do so. In joint hearings, separate determinations of responsibility will be made for each Respondent with respect to each alleged policy violation.

**p. Recording Hearings**

Hearings (but not deliberations) are recorded by Morningside University for purposes of review in the event of an appeal. The parties may not record the proceedings and no other unauthorized recordings are permitted.

The Decision-maker, the parties, their Advisors, and appropriate administrators of Morningside University will be permitted to listen to the recording in a controlled environment determined by the Title IX Coordinator. No person will be given or be allowed to make a copy of the recording without permission of the Title IX Coordinator.

**q. Sanctions**

**Student Sanctions**

The following are the usual sanctions<sup>[5]</sup> that may be imposed upon students or organizations singly or in combination<sup>[6]</sup>:

- *Warning*: A formal written statement that the conduct was unacceptable and a warning that further violation of any Morningside University policy, procedure, or directive will result in more severe sanctions/responsive actions.
- *Supplemental training or education*: Required reading, writing, and/or reflection that enables the student to consider the effects of his/her actions and choices.
- *Probation*: A written reprimand for violation of institutional policy, providing for more severe disciplinary sanctions in the event that the student is found in violation of any institutional policy, procedure, or directive within a specified period of time. Terms of the probation will be articulated and may include denial of specified social privileges, exclusion from co-curricular activities, exclusion from designated areas of campus, no-contact orders, and/or other measures deemed appropriate.
- *Suspension*: Termination of student status for a definite period of time not to exceed two years and/or until specific criteria are met. Students who return from suspension are automatically placed on probation through the remainder of their tenure as a student at Morningside University.
- *Expulsion/Dismissal*: Permanent termination of student status and revocation of rights to be on campus for any reason or to attend Morningside University -sponsored events. This sanction will be noted permanently as a Conduct Expulsion on the student's official transcript.
- *Other Actions*: In addition to or in place of the above sanctions, Morningside University may assess monetary fines to student accounts or assign any other sanctions as deemed appropriate.

## **Employee Sanctions**

Responsive actions for an employee who has engaged in sexual harassment and/or retaliation include:

- *Warning*: Formal written discipline
- *Performance Improvement/Management Process*
- *Required Counseling*
- *Required Training or Education*
- *Probation*
- *Loss of Annual Pay Increase*
- *Loss of Oversight or Supervisory Responsibility*
- *Demotion*
- *Suspension with pay*
- *Suspension without pay*
- *Termination/Revocation of Tenure*
- *Other Actions*: In addition to or in place of the above sanctions, Morningside University may assign any other sanctions as deemed appropriate.

r. **Withdrawal or Resignation While Charges Pending**

Should a student decide to not participate in the resolution process, the process proceeds absent their participation to a reasonable resolution. Should a student Respondent permanently withdraw from the Morningside University, the resolution process ends, as Morningside University no longer has disciplinary jurisdiction over the withdrawn student.

However, Morningside University will continue to address and remedy any systemic issues, variables that may have contributed to the alleged violation(s), and any ongoing effects of the alleged sexual harassment, sexual misconduct, and/or retaliation. The student who withdraws or leaves while the process is pending may not return to Morningside University. Such exclusion applies to all campuses of University. A hold will be placed on their ability to be readmitted. They may also be barred from Morningside University property and/or events.

If the student Respondent only withdraws or takes a leave for a specified period of time (e.g., one semester or term), the resolution process may continue remotely, and that student is not permitted to return to Morningside University unless and until all sanctions have been satisfied.

Employees: Should an employee Respondent resign with unresolved allegations pending, the resolution process ends, as Morningside University no longer has disciplinary jurisdiction over the resigned employee.

However, Morningside University will continue to address and remedy any systemic issues, variables that contributed to the alleged violation(s), and any ongoing effects of the alleged sexual harassment, sexual misconduct and/or retaliation.

The employee who resigns with unresolved allegations pending is not eligible for rehire with the Morningside University, and the records retained by the Title IX Coordinator will reflect that status.

All Morningside University responses to future inquiries regarding employment references for that individual will include that the former employee resigned during a pending disciplinary matter.

s. **Appeals**

Any party may submit a request for appeal ("Request for Appeal"). Only requests for appeals submitted in writing to the Title IX Coordinator within five (5) days of the delivery of the Notice of Outcome may be considered under these procedures. The Title IX Coordinator will transmit a timely Request for Appeal and the case file to the appropriate Appeal Officer (see Section A below) within three (3) days of receiving the Request for Appeal.

A single Appeal Decision-maker will Chair the appeal. The Decision-maker will not have been involved in the process previously, including any dismissal appeal that may have been heard earlier in the process.

Upon receiving a timely Notice of Appeal, the Title IX Coordinator will determine if the request meets the grounds for appeal (A Review for Standing). This review is not a review of the merits of the appeal, but solely a determination as to whether the request meets the grounds and is timely filed.

#### **a. Grounds for Appeal**

Appeals are limited to the following grounds:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, Investigator(s), or Decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or the specific Complainant or Respondent that affected the outcome of the matter.

#### **b. Response to Appeal**

If any of the grounds in the Request for Appeal do not meet the grounds above, that request will be denied, and the parties and their Advisors will be notified in writing of the denial and the rationale.

If a timely submitted Request for Appeal meets the grounds above, then the Title IX Coordinator will notify all parties and their Advisors that an appeal is proceeding and will provide each of them the Request for Appeal by mail, email and/or hard copy as appropriate.

No later than five (5) business days after delivery of the Request for Appeal, each of the parties may submit a response to the portion of the appeal that involves them. All responses will be forwarded by the Title IX Coordinator to all parties for review and comment. The Title IX Coordinator will ensure that the Appeal Decision-Maker is provided with the following materials in addition to the Request for Appeal: (a) the Notice of Investigation and Allegations; (b) the Investigators' Final Investigation Report; and (c) the Notice of Outcome.

Once the time to submit a response to Appellant's Request for Appeal has lapsed, no party may submit any new request for appeal.

### **c. Appeal Outcome**

The Appeal Officer will render a decision in no more than five (5) business days, barring exigent circumstances. All decisions apply the preponderance of the evidence standard. The Appeal Officer will send the decision (“Appeal Outcome”) to the Title IX Coordinator.

The Title IX Coordinator will send Notice of Appeal Outcome to all parties simultaneously. The Notice of Appeal Outcome will affirm, reverse, or modify the Notice of Outcome. When the Appeal Office issues its decision in writing and simultaneously to the parties, the matter is final.

### **d. Sanctions Status During the Appeal**

Any sanctions imposed as a result of the hearing are stayed during the appeal process described above. Supportive measures may be reinstated, subject to the same supportive measure procedures above.

If any of the sanctions are to be implemented immediately post-hearing, then emergency removal procedures (detailed above) for a hearing on the justification for doing so must be permitted within 48 hours of implementation.

### **t. Long-Term Remedies/Other Actions**

Following the conclusion of the resolution process, and in addition to any sanctions implemented, the Title IX Coordinator may implement additional long-term remedies or actions with respect to the parties and/or the campus community that are intended to stop and remedy sexual harassment and prevent reoccurrence.

These remedies/actions may include, but are not limited to:

- Education to the community
- Permanent alteration of housing assignments
- Permanent alteration of work arrangements for employees
- Provision of campus safety escorts
- Climate surveys
- Policy modification and/or training
- Provision of transportation accommodations
- Implementation of long-term contact limitations between the parties
- Implementation of adjustments to academic deadlines, course schedules, etc.

At the discretion of the Title IX Coordinator, certain long-term support or measures may also be provided to the parties even if no policy violation is found, as long as the measures are not disciplinary nor constitute an unreasonable burden on either party.

When no policy violation is found, the Title IX Coordinator will address any remedies owed by Morningside University to the Respondent to ensure no effective denial of educational access.

Morningside University will maintain the privacy of any long-term remedies/actions/measures, provided privacy does not impair the Morningside University's ability to provide these services.

**u. Recordkeeping**

Morningside University will maintain for a period of at least seven years records of:

1. Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under federal regulation.
2. Any disciplinary sanctions imposed on the Respondent.
3. Any remedies provided to the Complainant designed to restore or preserve equal access to Morningside University's education program or activity;
4. Any appeal and the result therefrom;
5. Any Informal Resolution and the result;
6. All materials used to train Title IX Coordinators, Investigators, Decision-makers, and any person who facilitates an Informal Resolution process; and
7. Any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment, including:
  1. The basis for all conclusions that the response was not deliberately indifferent;
  2. Any measures designed to restore or preserve equal access to Morningside University's education program or activity; and
  3. If no supportive measures were provided to the Complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Morningside University will also maintain any and all records in accordance with state and federal laws.

**PROCESS B: Informal and Formal Resolution of All Other Complaints Outside the Scope of Title IX**

Process B applies to the resolution of offenses such as violations of policies on protected class harassment or discrimination involving students, staff, faculty members, or third parties. Process B can also apply to sexual harassment (including sexual assault, dating violence, domestic violence, and stalking, as defined above) when jurisdiction does not fall within Process A, as determined by the Title IX Coordinator. All other allegations of misconduct unrelated to incidents covered by this policy will be addressed through the procedures elaborated in the respective student, faculty, and staff policies.

Any non-confidential University employees should report any information about potential violations of this policy to the Title IX Coordinator as soon as possible. The report should not be made to the person who is engaging in discrimination, harassment, or retaliation.

A report may be filed at any time regardless of the length of time between the alleged occurrence and the decision to report. However, the University strongly encourages persons to

report promptly in order to facilitate an effective investigation and access to information. A delay in reporting may compromise the investigation, particularly if neither the reporter (and alleged victim if different from the reporter) nor the accused are employed by the University or enrolled as a student at the time.

**a. Informal Resolution**

Individuals are encouraged to tell the person causing or contributing to alleged discrimination or harassment that the conduct is unwelcome, and to stop. If this effort is unsuccessful or the complainant is not comfortable confronting the alleged perpetrator directly, the complainant may reach out to their immediate supervisor (if an employee) or the Title IX Coordinator.

The Title IX Coordinator will conduct a preliminary assessment of the report. Every effort will be made to handle such reports fairly, impartially, discreetly, and efficiently to every extent possible. If the report is under the scope of Title IX Sexual Harassment, the Title IX Coordinator will refer the complaint to Process A. If not, the Title IX Coordinator will proceed under this Process B.

Before pursuing the formal complaint process, every reasonable effort shall be made to constructively resolve issues with students, faculty, and staff. Whenever possible and safe, the problem or complaint should first be discussed with the individual involved in the complaint. If satisfactory resolution is not reached after discussion with the individual, the formal process will be initiated.

**b. Formal dispute resolution and investigation process.**

Upon a determination that a report or formal complaint of discrimination, harassment, and/or retaliation will not be resolved informally, the Title IX Coordinator will initiate a formal process which shall include assigning appropriate, trained University representatives to direct the investigation.

The parties will each have the opportunity to be advised by a personal advisor of their choice, at their expense, and to be accompanied by that advisor at any meeting or hearing. An advisor may only consult and advise his or her advisee, but not speak for the advisee at any meeting or hearing.

**Investigation protocol:**

The assigned investigator(s) shall:

- Meet with the complainant to finalize the complaint.
- Investigate the complaint as necessary based on the circumstances, including party and witness interviews and evidence gathering. The parties will each have the opportunity to participate in the investigatory process and suggest witnesses and evidence.
- Making a finding, based on a preponderance of the evidence whether a policy violation has occurred (preponderance of the evidence means “more likely than not”).

## Following the investigation:

1. If the respondent is a student: Upon a finding by the investigator that the accused individual violated the policy, the matter will be referred to the Dean of Students or designee for potential sanctions, remedies, and/or appeals per the Student Handbook, without re-investigation.

2. If the accused individual is an employee: Upon a finding by the investigator that the accused individual violated the policy, the matter will be referred to the appropriate administrator/department for disciplinary action or other appropriate action as appropriate under applicable University procedures, handbooks/manuals, or contracts.

Under applicable law in cases of alleged sexual assault, dating violence, domestic violence, and stalking, the complainant will be permitted to participate in the full disciplinary process as a party. The parties will also be notified simultaneously in writing of the outcome of any disciplinary proceeding, as well as any changes to those results or disciplinary actions prior to the time that such results become final. If there is a right to appeal, the right is granted co-equally to the parties. The parties will be notified simultaneously in writing of the final outcome of an appeal, if applicable.

In all other cases, the complainant will be kept informed as appropriate to resolve the complaint and provide remedial measures.

Sanctions for policy violations may include all sanctions listed above under Process A.

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[1] ATIXA 2022 One Policy, Two Procedures Model use and adaptation of this model with citation to ATIXA is permitted through a limited license to Morningside University. All other rights reserved. ©2022. ATIXA

[2] Unwelcomeness is subjective and determined by the Complainant (except when the Complainant is below the age of consent). Severity, pervasiveness, and objective offensiveness are evaluated based on the totality of the circumstances from the perspective of a reasonable person in the same or similar circumstances (“in the shoes of the Complainant”), including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced.

[4] Anywhere this procedure indicates “Title IX Coordinator,” Morningside University may substitute a trained designee.

[5] Recipient policies on transcript notation will apply to these proceedings.

[6] Subject to Morningside University’s Student Code of Conduct.

## HAZARDOUS CHEMICAL COMMUNICATION (WORKER RIGHT TO KNOW)

Many different chemicals are used on campus. They range from common household cleaning fluids to chemicals used in science experiments. While some pose no danger, others may cause or contribute to different health effects. The Hazard Communication Standard (HCS) is based on a simple concept – that employees have both the need and right to know the hazards and identities of the chemicals they are exposed to when working. They also need to know what protective measures are available and how to respond when exposed to a chemical. All chemical products are required to have a material safety data sheet (MSDS), and the University will provide labels and other forms of warning, MSDS, and information and training as appropriate and based on the circumstances, consistent with applicable law.

## CHILD ABUSE REPORTING

The purpose of this policy is to provide guidance to employees and students at Morningside University regarding the mandatory requirements in Iowa law that govern the reporting of suspected cases of child abuse; and to affirm the commitment of the University to the protection of the safety and welfare of children who come into contact with the Morningside University community.

### Definitions:

**“Attends”** means to care for; look after; to take charge of, to watch over.

**“Child”** means any person under the age of eighteen (18).

**“Counsels”** To advise or instruct.

**“Examines”** To observe, test, or investigate, in order to evaluate general health or determine a medical condition.

**Child Abuse.** Conduct toward a child that constitutes Physical Abuse or Sexual Abuse

- **“Physical Abuse”** means non-accidental acts physical injury inflicted by an adult
- **“Sexual Abuse”** means sexual intercourse of any kind; sexual touching; indecent exposure; inducing a child to disrobe for sexual=gratification purposes; and/or viewing, photographing, or filming a child in a state of full or partial nudity for purposes of sexual gratification (of any person). This definition incorporates the definition and meaning of what constitutes “sexual abuse” under Iowa law, see Iowa Code chapter 709.

### Policy Statement

In adherence with Iowa Code sec. 261.9(h), Morningside employees will endeavor to protect the welfare of minors while on Morningside University campus. Employees will be defined as all University employees, and not limited to, faculty, coaches, student employees, administrators

and staff. All minors who are either on campus or participating in off-campus University-sponsored program will be covered by the scope of this policy. This policy is intended to be broad, and any uncertainty about whether reporting is required should be resolved in favor of making a report.

### **Who Must Report**

This policy requires anyone who, in the scope of their employment responsibilities, examines, attends, counsels, or treats a child, to report suspected physical or sexual abuse of a child. If you are not sure whether you are required to report, this policy encourages you to err on the side of caution and report. You do not need to have proof that abuse has occurred in order to be required to report.

### **When to Report**

A report of child abuse should be made when an act of abuse is seen, known about, or reasonably suspected. The report should be made within twenty-four hours after becoming aware of the suspected abuse or as soon as reasonably practicable.

### **Reporting Procedures:**

In the event of an emergency, first call 911.

Suspected abuse must be reported to:

1. The Director of Campus Safety & Security: Phone (712)-274-1711, Email [lyon@morningside.edu](mailto:lyon@morningside.edu); or the Campus conduct Hotline at (877)-943-5787.

### **AND**

2. Department of Public Safety: Phone (515)-725-6010, Email [dciinfo@dps.state.ia.us](mailto:dciinfo@dps.state.ia.us)

A written incident report shall also be provided to the Vice President for Business and Finance within 48 hours of the event that caused the employee to believe that a child has been subject to abuse, who shall determine whether additional or subsequent reports should be made to law enforcement. Questions regarding the applicability of these requirements to a particular individual or situation may be directed to Vice President for Business and Finance.

When making a report of child abuse under this policy callers will be asked to provide the following information to the best of their knowledge:

- Name of the alleged victim(s)
- Name of the alleged perpetrator(s)
- Time and date of the incidents being reported
- Location where the incidents occurred
- Any additional information known about the abuse

### **Mandatory Reporters Under Iowa Code 232.69**

Mandatory Reporters have additional responsibilities to report all forms of child abuse as described in Iowa Code 232.68(2). Under 232.69, Mandatory Reporters must report suspected

abuse to the Department of Human Services, verbally and in writing. Child Abuse can be reported to the Department of Human Services by calling the toll-free child abuse reporting hotline 24 hours a day: 1-800-362-2178.

### **Prohibition on Retaliation**

Consistent with Iowa law, the University will take no retaliatory action against an employee who makes a good faith report of child abuse.

### **Responsibilities of the Institutions**

#### **A. Information Dissemination**

Employees, students and other members of the campus community shall be informed of this policy through employee or student handbooks, and any other appropriate means of communication.

#### **B. Training**

Employees and students who have regular contact with children will receive periodic training.

#### **C. Cooperation with Other Agencies**

The University will cooperate fully and appropriately with any investigation of suspected child abuse by a local department of social services or law enforcement agency. If the individual suspected to child abuse is an employee, student, or contractor of the University, the University will coordinate its own investigation or other activities in response to a report with the appropriate local agency.

## **NEPOTISM**

It is the policy of the University to seek the most qualified persons to fill its teaching, administrative, and staff positions. However, effective from the date of this policy, no family member may have direct supervision over the progress, performance, pay or welfare of another member of the same family and together they may not be involved with matters of financial controls and physical inventories of University properties. Any employee who becomes aware of such a relationship in the workplace is required to disclose the relationship immediately to Human Resources, and which may result in reassignment or employment action as appropriate for those affected.

Exceptions to the prohibitions in this policy will be granted only upon prior written approval by the President.

For the purpose of this policy, members of the same family include spouse, domestic partners, children, stepchildren, grandchildren, parents, grandparents, siblings, in-laws, uncles, aunts, nieces, nephews and cousins.

## **OUTSIDE EMPLOYMENT**

It is the policy of the University to permit employees to hold second jobs, subject to certain restrictions as outlined below.

### **Restrictions to Outside Employment**

The University requires that employees' activities away from the job must not compromise the University's interests or adversely affect job performance and ability to fulfill all responsibilities to the University.

Full-time employees are permitted but are not encouraged to engage in outside employment or other work activity.

Employees are cautioned to consider carefully the demands that additional work activity will create before seeking or accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity does cause or contribute to job-related problems, such employment must be discontinued; and, if necessary, normal disciplinary procedures will be followed to deal with the specific problem.

The University will be particularly concerned about outside employment that—

- will reduce the employee's efficiency in working for the University or
- involves working for an organization that does a significant amount of business with the University such as major contractors, suppliers, etc.

All employees are prohibited from engaging in any activity that compromises the University's image. This prohibition includes the unauthorized use of any University tools, equipment, or resources. In addition, employees are not to conduct any outside business during paid working time.

Employees who have accepted outside employment are not eligible for paid or unpaid excused absence leave when the absence is used to work on the outside job or is the result of an injury sustained on the second job. Fraudulent use of sick leave will be subject to disciplinary action up to and including termination.

### **Administration**

It is recommended that employees who accept outside employment, including self-employment, should notify their immediate supervisor. The notification should state the name and address of the outside employer, the nature of the job, and the hours and days of employment.

Questions concerning this procedure should be addressed to the Human Resources Department.

## **PAYMENT TO EMPLOYEES FOR OTHER SERVICES**

In general, all payments for the compensation of services that are made to University employees will be treated as employee wages. This includes both amounts of base pay, as well

as supplemental payments for compensation made to University employees for services that they provide to the University, which are outside the normal scope of their employee appointment.

Payments made to University employees for awards, such as outstanding teaching awards or other forms of employee recognition awards, will be treated as employee wages. In circumstances where an employee is given a choice between accepting a cash payment or having those funds directed into a University account, if the tax law requires that the amount of the award be treated as employee wages, the tax law will be followed regardless of whether the employee elects to receive the cash or not. The only exception would be if the employee had an established business that they were performing these services from.

## **PERSONNEL RECORDS**

The official personnel records for all employees (except student employees) of the University shall be maintained in Human Resources. Documents made as part of an employee's record shall include application forms, performance information, job descriptions, resumes, vitas, salary information, and other related materials. Medical records shall not be placed in the official personnel file.

Personnel files are the property of the University and access to the information they contain is restricted. Employees may access or receive copies of their personnel file consistent with Iowa Code section 91B.

It is the responsibility of each employee to promptly notify Human Resources of any changes in personal information. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports should be accurate and current at all times.

Any employee who questions the accuracy or completeness of information contained in their file should notify their supervisor, who will apprise Human Resources. Human Resources reserves the authority to make the final determination as to the contents of this file. Personnel files shall be retained indefinitely for all active employees. Records of employees who have terminated University employment shall be retained in archival form for 12 years after termination.

## **POLITICAL ACTIVITY**

Each employee of Morningside University is specifically exempted from any obligation or compulsion to support any candidate or cause even though the support of such candidates or cause may be urged or suggested by any other employee of the institution, or department. An employee of the University who may be expressing personal support for a candidate or partisan issues should do nothing to suggest or imply that they speak as a representative of Morningside University.

Morningside believes it is important for employees to take an active interest in political and governmental activities and to support principles, issues, parties, or candidates of their choice. All such involvement must be done on an individual basis, and not as a representative of Morningside University. In addition, any political campaign activity must take place on the

employee's own time. Morningside University will not reimburse any individual for political contributions or expenditures.

Any employee desiring to run for an elective political office or to accept an appointment to a political position should discuss the intent with the President. The potential conflict of interest in holding such an office is occasionally not resolvable, in which case the staff member should either resign or take a leave of absence, depending on circumstances.

Employees of Morningside University may serve in federal, state, local or county elective offices provided the duties and responsibilities of the participation do not interfere with the performance of the employee's work obligations to the institution. Approval will depend upon the effect the elective office will have on the employee's ability to perform his or her University duties. However, in no case will approval carry with it any obligation of Morningside University to support any candidate.

## **SAFETY AND HEALTH**

It is the policy of the University that each work location is kept free of hazards that may cause physical harm or illness to employees. All members of the campus community are responsible for implementing this policy. If you observe an unsafe practice or condition, report it to your supervisor or a University administrator immediately. Direction and assistance are provided by the Safety Committee, Director of Campus Safety and Security, the Director of Physical Plant, and the Vice President for Business and Finance.

Failure to follow the following policy and procedure may result in loss of benefits to the injured or ill employee, or violation of the Workers' Compensation laws and Federal occupational Safety and Health Act.

If an employee is injured on the job, the following actions should be taken:

- Obtain first aid and medical assistance as needed. The injured party should be instructed to go to a medical care provided chosen by the University. The University retains the right to initially control medical treatment.
- Investigate each accident or occupational illness promptly and thoroughly. Supervisors should file the required safety and health reports (incident report) with the Human Resources Office.

Upon receipt of the incident report the Human Resources Office will, if appropriate, inform the employee of Workers' Compensation benefits and rights and provide the original incident report information to the insurance company.

## **SECURITY POLICY**

Morningside University is concerned about the safety and welfare of all campus members and guests and is committed to providing a safe and secure environment. Because no campus is isolated from crime, the University has developed a series of Policies and Procedures that are designed to ensure reasonable care in protecting persons on campus.

While Morningside cannot and does not guarantee a crime or risk-free environment, the University does strive to provide a reasonably safe educational and living environment, consistent with applicable law.

Morningside University developed this policy to provide an overview of the University's Campus Safety and Security Program. The University's Department of Campus Safety and Security is responsible for campus security. The Department consists of one full-time Director of Campus Safety & Security, one full-time Assistant Director of Campus Safety and Security, one full-time Campus Safety & Security Officer and 15 to 20 part-time student Security Officers. Although personnel do not have the powers of arrest, the Department maintains an excellent working relationship with the Sioux City Police Department and other law enforcement agencies.

The Department of Campus Safety and Security provides a Campus Escort Service. If an escort is desired students should call the Security Office (274-5234).

### **Incident Reporting**

The University's Campus Safety and Security Department handles complaints on campus and coordinates investigations with outside agencies as necessary. The University files a yearly statistical crime report with the state police and the United States Department of Education, under the Jeanne Clery Act.

Students, faculty, and staff should promptly report all crimes and medical or fire emergencies to the Campus Security Department and as necessary with local fire or police departments. When a report is received, an officer will be dispatched to the caller's location for investigation. When necessary, a follow-up investigation is conducted by the department and coordinated with local police agencies. In the case of a medical or fire emergency, the Campus Security Department notifies the appropriate emergency personnel.

Emergencies occurring within a residence hall should be immediately reported to a member of the Housing Staff. The staff member will then contact any additional emergency or security personnel needed to assist.

### **Facility Security**

Most University facilities and corresponding programs are open to the public during respective hours of operation. Identification and/or sign in registration are not currently required.

University facilities and landscaping are maintained to minimize hazardous conditions. Malfunctioning lights and other unsafe conditions are reported immediately to the Maintenance Department for repair or correction. In addition, Lighting Reports and Physical Security Reports are compiled by the Campus Safety and Security Department and forwarded to the Maintenance Department for appropriate action.

Residence halls are a special concern. Presently, campus facilities house undergraduates. Single, mostly double, and very few triple accommodations are available. Four buildings house

both genders in separate wings. Upper-class students have the opportunity to choose both their room location and roommate. Freshmen are assigned to rooms as they return admissions deposits and indicate interest in on-campus accommodations. Changes in room assignments are made upon reasonable request. Each resident is provided with a room key that operates the room door lock as well as the main entrance. Doors marked “exit only” or “emergency exit only” are not accessible from the outside. Such doors are to be used for exit purposes only. Windows are equipped with locks operable by the room occupants. Campus security officers patrol both the exterior of the residence halls and campus parking lots while residence hall staff monitor the interior of the residence halls and secure all entrances and exits. During low-occupancy periods, the residence halls are locked, and keyway cores are changed. Students who receive permission to stay on campus during such periods are registered with the Housing Department.

Local police officers monitor University-sponsored off-campus activities, such as dances and athletic events. Campus events are monitored by campus security officers.

### **Student Safety Education**

Both the Office of Student Affairs and the Department of Campus Safety and Security provide educational materials and programs to the University community throughout the year. The vast majority of incidents on University campuses can be avoided if students recognize that they can become victims and take basic precautions, such as walking in groups at night and keeping residence hall doors locked. This message as well as specific policy issues and problems are routinely addressed at residence hall floor meetings or in student information. In addition, each residence hall room has posted information concerning emergency evacuation procedures in case of a fire or tornado and general information on campus security matters. Through these efforts University community members are encouraged to care not only for themselves, but for each other. Additional detail concerning student or residence hall regulations is included in the Student Handbook, provided to each student annually. Additional statistical analysis of crime is available upon request from the Department of Campus Safety and Security.

All federal, state and local laws and ordinances including those regarding alcohol and illegal drug possession, use and sale are applicable to the Morningside University campus. The University reserves the right to sanction individuals who violate these laws.

The possession of any type of firearm or weapon and the possession of any type of explosive, hazardous chemicals or fireworks are strictly prohibited. Background investigations are not conducted with prospective students. When information concerning criminal conduct is brought to the University’s attention it is given appropriate consideration.

Students who are convicted of a criminal offense after admission are subject to the University’s judicial process. If the student is found guilty by the University, penalties can range from probation up to and including suspension and/or dismissal from school.

### **For additional information contact:**

Director of Campus Security, (712) 274-5234

**For a copy of the University crime statistics, please contact:**

Department of Campus Security, Morningside University  
1501 Morningside Avenue  
Sioux City, IA 51106

**SEPARATION OF EMPLOYMENT INFORMATION**

**Reasons for Termination of Employment**

Discharge may become necessary due to the employee's lack of ability or failure to fulfill the requirements of the job, reductions-in-force/layoff, changes in operational needs or employee skill sets, or other reasons. Disciplinary action, including suspension or termination of employment, may be taken for any reason not prohibited by law. For examples of such reasons, see section IV. Since it is not possible to list all forms of behavior that are considered unacceptable in the workplace, common sense, honesty, and good judgment should always prevail. Advance notice may or may not be given depending on the circumstances surrounding the termination. Upon termination, an employee is required to return all files, documents, equipment, keys and fob, Faculty/Staff ID card, access cards, software or other property belonging to the University that are in the employee's possession, custody, or control, and turn in all passwords to their supervisor.

All employees are employed by the University at the mutual consent of the employer and the employee. Either may terminate this relationship at any time, with or without cause (unlawful reason excepted).

**Notice of Termination and Compensation**

In the event of involuntary termination due to restructuring or position elimination, the employee may receive pay and benefits as outlined in the University's layoff severance policy. The employee may also be compensated for any unused vacation accrued to the date of termination. The University will not be liable for any accrued sick days or personnel days. In the case of involuntary termination for any other reason, the University will not be liable for any additional benefits or compensation past the date of termination (including unused and accrued vacation).

In case of an employee's voluntary resignation, a staff employee is asked to give 10 days' advance notice, and an administrative employee to give 15 days' advance notice when possible. Compensation for accrued and unused vacation may not be paid to employees who give less notice; all employees are hereby informed and agree that no accrued vacation benefits are due under chapter 91 A of the Iowa Code for less than timely notice. When resigning, University employees are requested to submit their resignation in writing to their immediate supervisor. A copy of the written resignation must be forwarded to Human Resources for inclusion in the employee's personnel file. Once the resignation has been accepted, supervisors are not required to allow an employee to rescind a resignation, whether it was given verbally or in writing. With the approval of Human Resources, supervisors may choose to have the employee leave immediately rather than continue working through any notice period.

## **Termination Procedure**

When an employee terminates voluntarily or involuntarily, an appointment must be scheduled with the Human Resources office to take care of the following applicable items.

- Written Notice of resignation (voluntary termination)
- Turn in staff ID card and keys/fobs
- Turn in P-Cards
- Complete University automobile mileage form
- Turn in laptop and any other University property
- Discuss benefits and last payroll
- Pay any outstanding balances due the University
- Provide forwarding address
- Complete exit interview process

## **TECHNOLOGY USE POLICY**

### **COMPUTER AND E-MAIL USAGE**

#### **Use of Morningside University's Equipment**

All Morningside University equipment, software, data, and network connections including computers, email accounts, PDAs or other electronic devices, shall be used for Morningside University-related business only. Computers, computer files, the e-mail system, and software furnished to Morningside University employees, independent contractors or volunteers (hereinafter "Users") are Morningside University's property intended for business use only.

Users are responsible for the use (and misuse) of their Morningside Network Account. Users must take reasonable precautions to prevent use of their account by unauthorized persons, including password maintenance, and report all unauthorized use to the Technology Services Center.

#### **Confidentiality of Email Communications**

Users have no expectation of privacy with respect to any electronic communication and content created, viewed or saved while using Morningside University-controlled electronic devices or networks. It is extremely important that (1) all Users who send e-mail messages recognize that there can be no assurance that they will be seen only by the intended addresses; and (2) all Users act carefully, professionally, and responsibly with respect to e-mail messages. Users should take extra care when communicating highly sensitive or confidential information. Users should be aware that in the event of litigation, any electronic communications stored, transmitted or received on Morningside University-owned equipment (even deleted versions) could be discoverable by another party and may be used as evidence in a trial.

Morningside University reserves the right to monitor, access and disclose computer files on Morningside University controlled electronic environment and messages sent over its e-mail system and/or networks, including for disclosure of appropriate e-mail messages or computer files to law enforcement officials, with or without notice to any User(s) who may have created such a computer file or sent or received such messages. It also reserves the right to destroy any and all computer files and messages at any time pursuant to Morningside University's Record Retention and Document Destruction Policy, subject to limitations required by law enforcement officials or other legal authority.

### **Compliance with Morningside University's Policies and Procedures**

Users must adhere to all of Morningside University's policies and procedures when using Morningside University's equipment, software, data, and network connections including when doing so to engage with other users online via social networking or in virtual spaces. This includes, Morningside University's workplace policies outlined in the Employee Handbook and FERPA policies. Any conduct that would be prohibited by these policies is also prohibited online or in virtual contexts.

Any violation of this policy or any other applicable policy will be grounds for discipline, up to, and including, termination of employment or dismissal from independent contractor or volunteer status.

For example, email messages, or social media posts that include obscene statements or derogatory comments about co-workers and students should never be created or transmitted. Similarly, email messages or social networking posts containing improper or offensive materials on topics such as color, race, religion, national origin or ancestry, sex, age, disability or any other legally protected status should never be created or transmitted. Morningside University believes that gossip regarding any member of Morningside University's community is potentially harmful and could be destructive in a productive environment. As such, use of Morningside University's equipment, including its email system for gossip is discouraged.

Users are prohibited from making discriminatory, retaliatory, defamatory, libelous or slanderous, threatening, and/or sexually explicit comments when using Morningside university's equipment, software, data, and network connections, or discussing Morningside University, its administrators, employees or students. Users should be aware that Morningside University's anti-retaliation policy prohibits retaliation against any individual who in good faith reports an incident of discrimination, harassment, bullying, abuse, or the waning signs thereof, or who cooperates with an investigation regarding any matter covered by the policy. This includes retaliation against any individual who notifies Morningside University of inappropriate online activity by User.

Any User online content that references Morningside University, its policies or its community members, must clearly state that it expresses the views of the User and does not represent, in any capacity, the views of Morningside University.

If Users receive external or internal e-mail that contains material that would violate Morningside University's non-harassment policy, they should immediately delete the e-mail and inform the sender to refrain from sending such e-mail in the future.

E-mail may not be used to solicit others or promote commercial ventures, religious or political causes/views, outside organizations, or other non-Morningside University matters, such as, jokes, cartoons, without prior approval from the President or a Vice President.

### **Compliance with Intellectual Property Laws**

Morningside University purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, Morningside University does not have the right to reproduce such software for use on more than one computer. Users may only use software on local area networks or on multiple machines according to the software license agreement. Morningside University prohibits the illegal duplication of software and its related documentation.

Use of Morningside University's logos, branding materials, or any other intellectual property is strictly limited to business use and only by those who are duly authorized to act on the Morningside University's behalf.

### **Reporting Suspected Violations**

Users should notify their immediate supervisor, the Human Resources Department or any Morningside University administrator upon learning that an authorized user, including an employee, student, independent contractor or volunteer has violated this policy. Failure to report another user's known violation of this policy may subject the user to discipline, up to and including termination of employment or dismissal from independent contractor or volunteer status.

Users should notify their immediate supervisor and the Technology Services Center if they suspect an unauthorized user has accessed equipment, software, or data belonging to Morningside University.

### **Violations of this Policy**

Users who violate this policy will be subject to disciplinary action, up to and including termination of employment or dismissal from independent contractor or volunteer status. Failure to report a known violation by another user is also a violation of this policy that may subject the user to discipline, up to and including termination of employment or dismissal from independent contractor or volunteer status.

## **BLOGGING POLICY**

### **Scope**

This policy applies to any employee, independent contractor or volunteer (hereinafter "User") who engages in blogging activity on Morningside University's equipment. This policy also applies to any User who engages in blogging activity on any digital equipment that references or refers to Morningside University, its policies or its

community members. Blogging activity is broadly defined as any communication posted on the internet by a User.

### **Compliance with Morningside University's Policies and Procedures**

Any User who engages in blogging activity must abide by all of Morningside University's policies and procedures that include, without limitation, Morningside University's non-disclosure policies, confidentiality policies, anti-discrimination policies, anti-retaliation policies, anti-harassment policies and computer use policies. Any conduct that would be prohibited by these policies is also prohibited when blogging.

Users are prohibited from making discriminatory, retaliatory, defamatory, libelous or slanderous, threatening, and/or sexually explicit comments when discussing the Morningside University, its administrators, employees or students. Users should be aware that Morningside University's anti-retaliation policy prohibits retaliation against any individual who in good faith reports an incident of discrimination, harassment, bullying, abuse, or the warning signs thereof, or who cooperates with an investigation regarding any matter covered by the policy. This includes retaliation against any individual who notifies Morningside University of inappropriate blogging activity by User.

Any User blog that references Morningside University, its policies or its community members, must clearly state that it expresses the views of the User and does not represent, in any capacity, the views of Morningside University.

### **Compliance with Intellectual Property Laws**

Use of Morningside University's logos, branding materials, or any other intellectual property is strictly limited to business use and only by those who are duly authorized to act on the Morningside University's behalf.

### **Violations of this Policy**

Morningside University reserves the right to take disciplinary action up to and including termination or dismissal from independent contractor or volunteer status of any User whose blog violates any Morningside University policies.

Morningside University reserves the right to monitor User blogging activity that is conducted on Morningside University's equipment or server.

If Morningside University detects a violation(s) of its policies and/or applicable laws as a result of:

(1) Activity conducted on institution-controlled equipment on any site (public or internal);  
or

(2) Activity conducted on Morningside University's server or cloud on any site (public or internal) on any equipment; Morningside University reserves the right to authorize its IT department to disable or remove any content from an institution controlled server, site, or institution-controlled equipment using any legally available means.

### **Copyright Materials**

The use of copyright materials, such as films, videos, filmstrips, electronic media, etc., for public performance must comply with the Federal Copyright Act (Title 17, United States Code, Section 101 and following), Digital Millennium Copyright Act (DMCA), and Technology, Education, and Copyright Harmonization Act (TEACH). Copyrighted materials used for educational purposes in a classroom setting must comply with the Fair Use Guidelines of the Copyright Act which may be found in the Copyright Act at Section 107. Further copyright exceptions for academia are found in Sections 108 (reproduction by libraries and archives), 109 (first sale), and 110 (use of materials in an educational setting). Copyrighted materials used for recreational purposes as public performance, outside of the private sphere of one's home, are required to obtain a public performance license. To access information on purchasing the rights to show copyrighted materials or purchase a public performance licenses, contact the Vice President for Business and Finance.

## **SMOKING POLICY**

It is the policy of Morningside University to comply with the Iowa Smokefree Air Act passed by the Iowa Legislature effective July 1, 2008. This law prohibits smoking anywhere on campus to include:

- Inside or outside all University buildings
- All outdoor athletic facilities
- University grounds including parking lots
- University owned vehicles

Morningside recognizes that smoking is a serious health hazard. All members of the Morningside community are asked to remind people who are smoking that we are required to comply with the provisions of the Act. Morningside University may also include prohibitions that are above and beyond the Act.

This policy also prohibits the use of cigars, other forms of tobacco, pipes, hookahs and other smoking devices such as electronic cigarettes (e-cigs) or vaporizers within University buildings, including residence halls. Sale or distribution of tobacco products are also prohibited (Article III(B)(201)).

Individuals violating this policy will be notified of their non-compliance and continued failure to comply with this policy will constitute a violation of University Policy and may be dealt with accordingly through established, formal disciplinary procedures.

Requests for assistance and questions regarding this policy can be addressed to the Human Resource Office at (712) 274-5114.

## **SOLICITATION AND DISTRIBUTION**

Distribution, canvassing and placing of signs and posters for solicitation purposes, chain letters, and collection of any kind, and sales of tickets or merchandise are not permitted on University property unless prior approval is granted by the Vice President for Business and Finance.

## **STAFF CODE OF CONDUCT AND ETHICS**

## **PREAMBLE**

As members of the University community, all employees are responsible for sustaining the highest ethical standards of this institution, and of the broader community in which we function. The University values integrity, honesty and fairness and strives to integrate these values into its teaching, research, and business practices. It is the intent of the Staff code of Conduct and Ethics to protect academic freedom, to help preserve the highest standards of teaching and scholarship, and to advance the mission of the University.

## **DEFINITIONS**

1. The term University means Morningside University.
2. The term “student” includes all persons taking courses at the University either full-time or part-time, pursuing undergraduate, graduate, or professional studies. Persons who are not officially enrolled for a particular term but who have a continuing relationship with the University or who have been notified of their acceptance for admission are considered “students”.
3. The term “faculty member” means any person hired by the University to conduct classroom or teaching activities or who is otherwise considered by the University to be a member of its faculty.
4. The term “staff” includes any full-time and part-time exempt and non-exempt employees of the University who holds managerial, administrative, clerical, technical, skilled craft, service or other positions designated by the University to be subject to these rules, policies, procedures and benefits.
5. The term “member of the University community” includes any person who is a student, faculty member, University official or any other person employed or contracted by the University. A person’s status in a particular situation shall be determined by the Vice President for Business and Finance.
6. The term “University premises” includes all land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the University.
7. The term “organization” means any number of persons who have complied with the formal requirements for university recognition or registration.
8. The term “policy” means the written regulations of the University as found in, but not limited to; the Code of Conduct and Ethics; Residence Life Handbook; the University website; Computer Use Policy; Graduate/Undergraduate Catalogs; Administrative and Staff Employee Handbook; and the Faculty Handbook.

## **PROSCRIBED CONDUCT**

### **A. Jurisdiction of the University Code of Conduct and Ethics**

The Code of Conduct and Ethics shall apply to conduct that occurs on university premises, at University sponsored activities, and to off-campus conduct that adversely affects the University Community and/or staff member’s fitness to perform their professional responsibilities.

Staff employees that have teaching responsibilities are also required to comply with the Faculty Code of Conduct and Ethics. Each staff member shall be responsible for their conduct throughout their employment relationship with the University.

### **B. Conduct-Rules and Regulations**

Employees are required to comply with basic standards of conduct and professionalism as members of the University community. Failure to comply with the Code may result in disciplinary action up to and including termination. This list is non-exhaustive, and the University reserves the right to discipline employees for conduct not listed below.

1. Neglect of duty and/or lack of due care and/or diligence in the performance of duties.
2. Unsatisfactory job performance or failure to maintain reasonable standards of performance.
3. Inappropriate appearance including failure to maintain personal appearance or dress, including uniform or style dress, as noted in the University's Dress Code Policy.
4. Poor attitude and discourtesy toward others (for example, rudeness or lack of cooperation).
5. Excessive absenteeism or tardiness, or an unacceptable pattern of absences.
6. Insubordination, including refusal to comply with a supervisor's instructions unless the instructions are illegal, endangering, or unethical.
7. Unauthorized use of the University's name or letterhead for personal business.
8. Theft, misappropriation, and/or unauthorized possession or removal of property belonging to the University, members of the University community, or other persons with whom the University has a business relationship.
9. Concealing, falsifying, altering, misusing, or removing records, including electronic data records.
10. Direct or indirect misuse of university resources, including property leased to the University, for other than officially approved activities (including, but not limited to, employees, facilities, mail service, supplies, equipment, and university computing and communication resources, including computers, networks, electronic mail services, electronic information sources, voicemail, telephone services, and other communications resources).
11. Smoking in unauthorized area.
12. Sleeping while on duty.
13. Failure or refusal to cooperate in or interference with university disciplinary proceedings.
14. Violation of the Conflict-of-Interest Policy.
15. Unauthorized use of alcohol or being under the influence of alcohol while on university premises or working for the University.
16. Providing alcoholic beverages to any student under twenty-one (21) years of age.
17. Violation of safety rules and policies.
18. Staff members must comply with all federal laws, state laws, agreements with third parties, and University policies and principles pertaining to the use, protection, and disclosure of various types of confidential, proprietary, and private information. Such policies apply even after the staff member's relationship with the institution ends.
19. Violation of the University policy.
20. Disruption or obstruction of lawful institutional activities and functions.
21. Threats, intimidation, physical contact, physical abuse harassment, coercion and any other conduct which threatens or endangers the health or safety of any person.
22. Attempted or actual theft, unauthorized possession, and/or damage to property of the University, any person, or any other entity.
23. Possession or use on the University premises of any weapon (i.e., firearms and dangerous knives), dangerous instruments, explosive devices, fireworks, or dangerous chemicals.
24. Unauthorized use of institutional resources or facilities for personal, commercial, political,

- or other improper purposes.
25. Theft, abuse, and/or misuse of computer facilities and resources, including but not limited to:
    - a. Unauthorized entry into a file, to use, read, or change contents, or for any other purpose.
    - b. Unauthorized transfer of a file.
    - c. Use of another individual's identification and/or password.
    - d. Use of computing facilities and resources to interfere with the work of a student, faculty member or University official.
    - e. Use of computing facilities and resources to send obscene or abusive messages.
    - f. Use of computing facilities and resources to interfere with normal operation of the University computing system.
    - g. Use of computing facilities and resources in violation of copyright laws.
    - h. Any violation of the University Computer Use policy.
  26. Violation of published University policies in hard copy or available on the University website.
  27. Intentionally misrepresenting personal views as the position of the institution.
  28. Conviction of criminal acts which demonstrate unfitness as a staff member, including but not limited to crimes of moral turpitude.
  29. Possession, distribution, sale, or use, or being under the influence of, illegal drugs while on University premises, participating in University-sponsored activities, representing the University, or performing job duties. Illegal drugs, as referred to in this policy, include drugs that are not legally obtainable, as well as drugs that are legally obtainable but used for illegal or unauthorized purposes.
  30. Employees must abide by all rules and laws governing the use of copyrighted materials, patented ideas, license, and property information.
  31. Interference with disciplinary procedures, including but not limited to destroying or concealing evidence, providing false or misleading information, intimidation of witnesses, or inducing a witness to provide or withhold information or provide false information.
  32. Improper documentation, destruction, or making false statement, alterations, deletions or omissions on university forms, records or reports including but not limited to production records, time records, employment applications, and medical records.
  33. Violation of Whistleblower Policy.
  34. Failure or refusal to cooperate in or interfere with an investigation by the University, including failure to disclose known dishonest acts of others.
  35. Accepting Benefits or Tangible Favors. Transactions must not be made on the basis of any special personal relationship between the customer or supplier and a university staff employee. While personal relationships can be important in business dealings, at no time shall the business relationship be based upon the acceptance of favors, gifts, extraordinary entertainment, or similar influences.

### **C. Membership on Boards of Business Corporations**

When an employee of Morningside University serves on the board of a non-affiliated business, there is the potential for a conflict of interest to arise between the business, and the University. On the other hand, the University does recognize that there may be occasions, where a board membership can be of value to the University, the individual and the outside business. Due to the sensitivity of this issue, approval of directorships should be obtained in writing from the

President. If approval is granted, director's fees may be retained by the official.

#### **D. Membership on Boards of Non-Profit Organizations**

Employees are welcome to participate or assume leadership roles in non-profit organizations such as charitable, religious, educational, cultural and community institutions. The University encourages such participation provided this does not interfere with the staff member's regular duties. Staff members must be sensitive to activities or memberships which could compromise their position at the University.

#### **E. Political Activity**

##### **Personal Involvement in Political Activities**

We believe it is important for employees to take an active interest in political and governmental activities and to support principles, issues, parties, or candidates of their choice. All such involvement must be done on an individual basis, and not as a representative of Morningside University. In addition, any political campaign activity must take place on the employee's own time. Morningside University will not reimburse any individual for political contributions or expenditures.

Any employee desiring to run for an elective political office or to accept an appointment to a political position should discuss this intent with the President. The potential conflict of interest in holding such an office is occasionally not resolvable, in which case the employee should either resign or take a leave of absence, depending on the circumstances.

##### **Federal, State and Local Lobby and Ethics Laws**

It is not practical to set forth in this Code of Ethics the complex and detailed provisions of federal, state, and local laws governing activities involving contact with government officials. Because of the potential for severe corporate and personal penalties and adverse publicity, employees having any contact with governmental officials are cautioned about prohibitions and restrictions on the number or purpose of such contacts, and gifts and hospitality extends to government officials including meals, beverages, tickets to the theatre or sports events, and other entertainment.

##### **Federal and State Election Laws**

Federal and certain state election laws prohibit Morningside University from making contributions of anything of value to a political candidate or in connection with any federal, state, or local election, except in a very few limited circumstances. This prohibition applies to both direct and indirect campaign contributions. This means that, in addition to cash, we are generally prohibited from offering the use of our equipment or personnel in connection with any political activity. Therefore, in their personal political activities, employees must not utilize University equipment such as telephones, copying machines, postage, stationary or other facilities which could be construed as illegal corporate contributions. Under no circumstances should the University's letterhead be used in any correspondence on behalf of a party or candidate.

Morningside University will apply the usual standards and charge the usual rates currently in effect for any services furnished within the ordinary course of business to any political party,

candidate committee.

**F. Outside Employment**

See the Outside Employment Policy.

**G. Administrative and Interpretation of the Code**

This Code does not and cannot cover all aspects of the University. Nor can the Code always be clear in its application to a given situation. As in most of life, there are few absolutes in our business dealings. Occasions will arise where interpretations and guidance will be needed. These situations should be discussed with an employee's superior. In all cases, disclosure of possible violations should be made promptly.

In conclusion, the essence of our corporate integrity does not lie in a Code of Ethics. It lies in the quality of employees and the manner in which they conduct themselves. The Code is intended to aid them in their efforts to represent themselves and the University with honesty and fairness.

If you have any questions or concerns regarding this policy, you can contact the Vice President for Business and Finance at 712-274-5142.

## **WEAPONS POLICY**

Morningside University prohibits possession, use, and transportation of any dangerous or potentially dangerous weapons described below on all University properties.

1. Fixed blade knives concealed on the person or in the vehicle (e.g., Bowie knife, knife, or instrument of like kind or description)
2. Shotgun or rifle or other shoulder gun
3. Pistol or revolver
4. Air gun (e.g., air or gas-powered rifle or pistol)
5. Bow and arrow (e.g., archery equipment)
6. Slingshots (including throwing weapons)
7. Swords
8. Crossbows
9. Brass knuckles
10. Fireworks or explosive devices

This policy shall apply to all faculty, staff, students at Morningside University, and to all visitors to the campus or University properties. This policy shall not apply to duly authorized law enforcement officials in the lawful discharge of their duties.

Temporary exclusions may be granted by written permit only by the Director of Campus Safety & Security or by an authorized designee made by the Director of Campus Safety & Security for job related, educational, or demonstration purposes.

Where applicable, all federal, state, and local laws and ordinances will be strictly enforced by the Morningside Campus Safety & Security Department and respective mutual aid agencies and shall be separate from this administrative policy.

## **WHISTLEBLOWER POLICY**

### **I. Purpose and Applicability**

The purpose of this policy is to set forth the Morningside University policy on disclosure of misconduct and to protect individuals from retaliation in the form of an adverse employment action for disclosing what they believe evidence certain unlawful or unethical practices. This policy is applicable to all employees of Morningside University and to applicants of jobs at Morningside University.

### **II. Statement of Policy**

It is the policy of Morningside University that employees and applicants shall be free without fear of retaliation to report conduct within Morningside University that they reasonably believe may constitute misconduct including but not limited to, the following: wire fraud, mail fraud, bank fraud, securities fraud or questionable accounting and internal controls, auditing matters, harassment, discrimination, hostile workplace, safety and security issues, illegal or unethical business practices, wrongful termination, hate messages, faculty and staff handbook violations of laws, mismanagement, waste of institution resources, and abuse of authority.

A representative of Morningside University shall not take or refuse to take any employment action in retaliation against an employee or applicant who reports possible misconduct under this policy in good faith or who, following such disclosure, seeks a remedy provided under this policy or any law or other Morningside University policy. However, employees or applicants who knowingly file false or misleading reports, or without a reasonable belief as to truth or accuracy, will not be protected by this policy, and in the case of an employee, may be subject to discipline, including termination of employment.

### **III. Process for Disclosure**

- A. An employee or applicant shall disclose all relevant information regarding evidenced misconduct to the President in a signed written document within ninety (90) days of the day on which they first knew of the misconduct. If the employee or applicant would rather contact a source outside of Morningside University, they may contact the confidential Campus Conduct Hotline service provided by EIIA. Campus Conduct Hotline reports may be made by calling toll-free (866) 943-5787
- B. The president shall consider the disclosure and take whatever action he or she determines to be appropriate under the law and circumstances of the disclosure.
- C. In the case of disclosure of misconduct involving the President, the disclosure shall be directed to the Human Resource Director. The Human Resource Director shall consider the disclosure and take whatever action they determine to be appropriate under the law and circumstances of the disclosure. This includes possible notification of the Board Chair.
- D. The disclosure recipient will be responsible for:
  - o Ensuring all investigations are carried out in a fair and unbiased manner.

- Ensuring that those making complaints and/or reporting compliance concerns are treated fairly, their confidentiality is protected to the extent the law allows, and no retaliation takes place.

#### **IV. Complaints of Retaliation as a Result of Disclosure**

- A. If an employee(s) or applicant believes that they have been retaliated against in the form of adverse employment action for reporting possible misconduct under this policy, they may file a written complaint requesting an appropriate remedy.
- B. For purposes of this policy, an adverse employment action shall be defined as actions including discharge, demotion, suspension, being threatened or harassed, or in any other manner discriminated against with respect to compensation, and conditions or privileges of employment. This policy does not prohibit an employment action that would have been taken regardless of a disclosure of information.

#### **V. Process for Adjudication of Complaints Stemming from Disclosure**

- A. An employee or applicant must file a complaint with the President within ninety (90) days from the effective date of the adverse employment action from the date on which the employee or applicant should reasonably have had knowledge of the adverse employment action.
- B. Complaints shall be filed in writing and shall include:
  - Name and work address of the complainant
  - Name and title of Morningside University official(s) against whom the complaint is made
  - The specific type(s) of adverse employment action(s) taken
  - The specific date(s) on which the adverse employment action(s) were taken
  - A clear and concise statement of the facts that form the basis of the complaint,
  - A clear and concise statement of the complainant's explanation of how their report of possible misconduct is related to the adverse employment action; and
  - A clear and concise statement of the remedy sought by the complaint
- C. Within sixty (60) days of receipt of complaint, the President or (Human Resource Director in the case involving the President) shall consider the written complaint, shall conduct, or have conducted an investigation which, in their judgment, is consistent with the circumstances of the complaint and disclosure, and shall report to the complainant the conclusions of the investigation absent overriding legal or public interest reasons. The identity of the complainant and the subject of the complaint shall be kept confidential to the extent possible within the legitimate needs of the law and the investigation.
- D. The determination shall be in writing and shall include the findings of fact, the conclusions of the investigation, and if applicable, a specific and timely remedy consistent with the findings. The decision of the President or Human Resource Director shall be final.

#### **VI. False Allegations of Wrongful Conduct**

Any employee who knowingly makes false allegations of alleged wrongful conduct shall be subject to discipline, up to and including termination of employment, in accordance with University rules, policies, and procedures.

#### **VII. Policy is not a Contract**

This policy is not a contract, and it can be modified at any time, with or without notice. It does not provide greater or lesser rights than applicable law provides.

## **WORKPLACE VIOLENCE POLICY**

### **I. Purpose**

Morningside University is committed to maintaining an environment that is safe and free from violence and will not tolerate violent or threatening behavior. Morningside University has a “zero tolerance” for threatening or violent behavior on its campus.

### **II. Scope**

This Policy applies to all students, faculty, staff, visitors, volunteers, vendors and contractors on University premises and at University sponsored events.

### **III. Objective**

The objective is to define standards of conduct and protocols designed to protect the health, safety, and welfare of the Morningside University community and to protect the University facilities in accordance with the mission of Morningside University.

Acts of violence, threats, and aggression are considered to be misconduct and will be taken seriously and immediately investigated. Individuals who make substantial threats, exhibit threatening behavior, or engage in violent acts on Morningside University property will be removed from the campus as quickly as safety permits. Violations of this policy will result in sanctions up to and including termination of employment, suspension, or expulsion and/or permanent removal from Morningside University and its grounds.

### **IV. Definitions**

The following definitions apply to this policy:

"Physical Attack" means any form of aggression resulting in a physical assault with or without the use of a weapon.

"Threat" includes a communicated intent to inflict physical or other harm on any person or property.

"Threatening Behavior" means any verbal, physical or visual behavior that is provoking and unsafe, which by its very nature could cause physical or other harm to any person or property. It may or may not include an actual physical attack.

"Violence" means any threats, threatening behavior or conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions or learning environment at Morningside University and/or creates a hostile, abusive or intimidating work environment for one or more students or employees. Acts of violence include verbal or physical actions that create fear or apprehension of bodily harm or threaten the safety of a supervisor, co-worker, faculty member, student, independent contractor, volunteer, or visitor to Morningside University.

## **V. Prohibited Behavior**

Violence, threats of violence, threatening behavior, or physical attacks by an employee, student or visitor to Morningside University are violations of this policy and are strictly prohibited. Violations of this policy will result in discipline, up to and including termination, expulsion, or removal from campus.

Examples of such behavior include on or off duty or off premises acts that adversely affect Morningside University, include but are not limited to:

- Any attack which involves violence
- Any act which involves a physical attack
- Behavior or actions that would be interpreted by a reasonable person as carrying a potential for violence and/or acts of aggression
- Any act that threatens harm to another person or damage to property
- Domestic violence
- Sending threatening, intimidating letters, notes or emails or use of any other social media
- Verbally threatening to harm another person or destroy property
- Using threatening, intimidating or abusive language and/or gestures
- Threatening to harm an individual or his or her family, friends, or their property
- The intentional destruction or threat of destruction of property owned, operated, or controlled by Morningside University
- Making harassing or threatening telephone calls, letters, e-mail messages, or other forms of written or electronic communications, including use of social media

The following conduct also violates this policy:

- Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on Morningside University property. This prohibition includes dangerous chemicals and any other implement for infliction of bodily injury or death. Possession includes, but is not limited to, the presence of a weapon on the employee's person, in their vehicle, desk, locker, lunch box, purse, offices, or file cabinets.
- Refusing to submit to an inspection for the possession of a weapon that is requested by Morningside University.

- Refusing to participate in an investigation pertaining to allegations or suspicion that an act of violence has or is likely to occur, or an investigation pertaining to the possession of a weapon by the employee or a co-employee.
- Intentionally providing false information or intentionally withholding information during an investigation pertaining to allegations or suspicion that an act of violence has or is likely to occur, or an investigation pertaining to the possession of a weapon by the employee or a co-employee.

## **VI. Seeking Emergency Assistance**

Should a violation of this policy occur, and you need immediate assistance, contact Campus Safety and Security at 712-274-5234 or call the Sioux City Police Department at 712-279-6960

## **VII. Seeking Assistance from Morningside University Resources**

Morningside University provides resources to address potential or actual acts of violence and aggression or other violations of this policy. Individuals are encouraged to seek assistance from Campus Security, Campus Conduct Hotline, Human Resources and Counseling Services, as set forth below.

Departments are encouraged to offer training regarding Violence in the Workplace to be arranged with Campus Security and Human Resources. For student programs, contact Campus Safety and Security or Residence Life.

## **VIII. Reporting a Violation of this Policy**

Any member of Morningside University community, including contractors or visitor can report a violation of this policy and seek assistance. In general, threats should be reported to the following departments, depending on the identity of the persons involved and the perceived imminence or gravity of the threat:

1. Campus Safety and Security serves members of the Morningside University community, contractors and visitors who experience violence or threats of violence. Campus Security provides consultation and preventive services as well as an immediate law enforcement response.

### **Campus Safety and Security**

#### **Olsen Student Center**

**712-274-5234**

2. The Office of Student Services, which will address violence or threats of violence perpetrated by a student. Members of the Morningside University community, contractors and visitors concerned about such violence should contact one of the following departments Campus Safety and Security, Residence Life staff, or Student Services.

3. The Office of Human Resources, which will address violence or threats of violence that involves a faculty or staff member. Morningside University employees, contractors and visitors concerned about violence should report their concerns to the appropriate supervisor and/or Human Resources. Supervisors receiving a report should contact Campus Safety and Security and the Office of Human Resources immediately.
4. Upon receiving a credible report of a threat, the above departments are responsible for assessing the threat, creating an assessment team, and implementing the threat assessment response if necessary.

## **IX. Responsibilities and Implementation of this Policy**

In keeping with the spirit and intent of this policy, and to ensure that Morningside University's objectives in this regard are attained, it is the responsibility of all members of Morningside University's community to help prevent violence.

It is the commitment of Morningside University to:

- Take prompt and remedial action, up to and including termination of employment or expulsion, against any employee or student who engages in any of the conduct defined above.
- Take appropriate action in dealing with vendors or visitors to Morningside University's facilities who engage in such behaviors. Such action may include notifying the police or other law enforcement personnel.
- Prohibit students, employees, guests, vendors, and visitors from bringing unauthorized firearms or other weapons onto Morningside University premises.
- Establish appropriate security measures at the property to promote safety and security.

## **X. Non-Retaliation**

Morningside University prohibits retaliation against any individual who in good faith reports a potential violation of this policy, cooperates with an investigation regarding any matter covered by this policy, or who reports, in good faith, an incident of abuse or other warning signs. An individual bringing a complaint or assisting in the investigation of such complaint will not be adversely affected in their terms and conditions of employment or educational experience, discriminated against, or discharged because of the complaint or assistance, provided that the complaining individual has not violated this policy. Retaliation will result in separate discipline up to, and including dismissal, expulsion, or removal from Morningside University.

## **XI. Confidential Counseling**

1. Morningside University employees and family members may contact the Employee Assistance Program for any personal concerns related to violence or aggressive behavior. UnumProvident sponsors the Morningside Employee Assistance Program, please call 1-800-854-1446 for counseling assistance.
2. Morningside University employees or students may contact the Campus Conduct Hotline by calling 1-866-943-5787.
3. Student Personal Counselor: Bobbi Meister, Lewis Hall, 2<sup>nd</sup> Floor, 712-274-5606

4. **National Sexual Assault Hotline: (800)656-HOPE (4673)** Information, support, intervention, and local resources.
5. **National Domestic Violence Hotline: (800)799-7233** or TTY: 1(800) 787-3224 Crisis Intervention, safety-planning, information, and referrals.
6. **National Center for Victims of Crime - Stalking Resource Center: (800) FYICALL (304-2255)** M-F 8:30am - 8:30pm EST, otherwise email at: [gethelp@NCVC.org](mailto:gethelp@NCVC.org). Crisis Intervention, information, and support

Morningside University reserves the right to amend or modify this policy as necessary.

## **OTHER MATTERS**

### **CODE OF ETHICS**

The University has established a written Code of Ethics that each employee is expected to abide by. The Code of Ethics statement is located in this handbook in the policy section..

### **UNIVERSITY POSTAGE METER**

The use of the University's postage meter or postage stamps for personal reasons is strictly forbidden.

### **UNIVERSITY STATIONERY**

The writing of personal letters on University stationery is prohibited. The sending of personal letters, payment of bills, or any other personal communication or documentation in University envelopes is prohibited.

### **CONFIDENTIAL NATURE OF UNIVERSITY BUSINESS**

Discussing any confidential matters with anyone outside the University (or with unauthorized University employees) is strictly prohibited. Any information that an employee learns as a result of working for the University that is not otherwise publicly available constitutes confidential information. Confidential information includes, but is not limited to: personnel information, student information, University initiatives and strategy, and University financial information.

University business is just that, and not a subject for outside conversation. The business which crosses your desk or information that becomes available to you through your work on campus, no matter how interesting, should be kept from your social conversation. Every negotiation between the University and its clientele is confidential and is never to be discussed with or disclosed to anyone except authorized personnel. Improper handling of University information can result in loss of business and/or can leave the University open to serious charges.

Employees must destroy or return to the University all confidential information, and return all other property belonging to the University at the conclusion of employment.

### **EMPLOYMENT DATES**

**Employment Date**

The employment date for a new employee is the first date on which that employee works. Holidays are not considered to be scheduled working days.

**Employment End Date**

The employment end date for an employee is the last date on which that employee works. Holidays are not considered to be scheduled working days.

**EMPLOYMENT ELIGIBILITY VERIFICATION**

Form (I-9) The Immigration Reform and Control Act (IRCA) requires that all newly employed individuals provide documents that establish identity and employment eligibility and complete an I-9 form. The University will verify its employees are legally authorized to work in the United States and cannot knowingly continue to employ any individual whose legal right to work in the United States has been terminated. Failure to comply with the provisions of the IRCA eligibility verification process will result in immediate termination of employment.

**HUMAN RESOURCES**

Human Resources functions to serve the best interests of both the employees and the University. The Vice President for Business and Finance and staff are responsible for implementing Human Resource Policies. They also handle recruiting, position classification, wage and salary administration, orientation, training, employee records, and employee relations.

If you need any information or counsel, members of the Human Resources staff are available to provide assistance. Contact Human Resources in Lewis Hall for assistance at 274-5114.

**JURY DUTY**

Employees are encouraged to fulfill their civic responsibilities by performing jury duty service when called, and will be excused to participate in juries. Upon receipt of a notice to serve on jury duty, each employee must immediately present the notice to their supervisor and Human Resources. Human Resource Office will retain a copy of this notice for the employee's file. Employees will be expected to make the necessary arrangements with their supervisor while on jury duty and must report for work for any days or portions of days when not actively engaged in jury duty.

Employees will receive their regular pay while serving on jury duty. All jury duty checks must be turned into the Human Resource Office. Any mileage portion of the jury duty check will be reimbursed to employee.

All benefits shall remain in effect, and the employee continues to accrue vacation and sick leave, while on an excused absence for jury duty.

**KEYS**

It is highly essential that close control be maintained over all keys and fobs so that they do not fall into unauthorized hands. You will be provided the necessary keys from the Physical Plant Department and fobs from the Campus Safety and Security Department upon recommendation

from your respective Vice President. Do not let them out of your possession. Never have your key or anyone else's duplicated.

### **LENGTH OF SERVICE**

Length of Service is the period of continuous employment from the first date you started at Morningside University. Length of Service is a primary factor in deciding some benefit levels. The amount of credit depends on the type of benefit and the length of the break in service. Please refer to the specific benefit area in the handbook for more details.

### **LOST AND FOUND**

Any items lost or found should be reported to the cashier's window at the Business Office in Lewis Hall.

### **OFFICIAL COMMUNICATION WITH THE PUBLIC**

The Board of Directors and the Administration have designated certain individuals to speak and write officially for the University. Hence, to keep the lines and facts straight, so not present yourself as a spokesperson for the University on educational and other policy matters.

### **ORDERING MERCHANDISE**

Ordering personal merchandise and using the University's name in the order process is strictly prohibited.

### **ORIENTATION**

Morningside University recognizes the importance of an informed employee and therefore has developed a 3-phase orientation program. As a new employee you will receive:

- Human Resources and Employee Benefits Orientation: The HR orientation includes a general personnel policy orientation. The Employee Benefits Orientation provides forms and information regarding the employee benefits such as health insurance, life insurance, retirement, etc. Various tax forms will also be provided during orientation.
- Campus Tour: A tour will be provided within the first few days of the employee's start date to acquaint them with the Morningside campus.
- Departmental Orientation: Supervisors will discuss details relating to specific key responsibilities and departmental policies. Show the employee around the department and familiarize them with the different areas on campus.

### **RELEASE OF PAYROLL INFORMATION**

The following guidelines must be followed for the release of information to the public and to other university offices. Verification of past and present employment information is handled through the Human Resources Office and inquiries need to be sent there.

Telephone Inquiries: the following information may be released over the phone:

- Whether the person is an employee of the university

- The department in which the employee works
- Employment status – full time or part time

A signed release by the employee or former employee is required to release verification of past or present employment for the following:

- The period of employment
- Wages earned by the employee during the period for employment
- Past wages earned by employee
- Status of employment
- Current title

Exception to signed release would be due to garnishment and levies, such as child support, student loans, federal, state, and local tax levies.

## **RESIGNATION**

University employees may resign by submitting their resignation in writing to their immediate supervisor. A copy of the written resignation must be forwarded to Human Resources for inclusion in the employee's personnel file.

## **USE OF LEASED AIRCRAFT BY UNIVERSITY PERSONNEL**

All University personnel are prohibited from operating or using leased or chartered aircraft by or on behalf of Morningside University for any educational activity or business purposes.

## **WEATHER CONDITIONS**

For situations involving severe weather, the University distinguishes between (1) canceling classes and (2) closing offices of the University. On most occasions, when severe weather causes a change in our schedule, it requires us only to cancel classes, not to close offices of the University.

### **Canceling Classes**

Since a fair amount of our students commute to the University, it may become necessary on occasion to cancel classes due to weather conditions. On such days, persons who are employed in the administration and staff areas will continue their responsibilities. The service of some offices is needed more than ever on occasions when classes are canceled, because residential students are still on campus. This work, therefore, will continue on those days.

Faculty and students should assume that classes are normally held at the time in which they are regularly scheduled. However, the decision to cancel classes will be made at the earliest feasible time. In terms of evening classes, whenever possible the decision will be made in the late afternoon or early evening of the preceding day. If cancellation is necessary, that information will be sent out using email, campus notification system and through the media.

If classes are not canceled, students commuting from long distances are urged not to take unnecessary risks as times when road conditions are hazardous. Students who are absent for this reason should inform their professors of the reason for the absence.

### **Closing Offices of the University**

On rare occasions, weather conditions are severe enough to require offices of the University to be closed. When this is the case, administrative and staff members are not expected to be at work except for those areas where work is required for the safety of individuals or the protection of properties. If the University is closed and you are scheduled to work that day, you will be paid for that time. If the University does not close and you can't make it to work, you will not be paid. You are welcome to take a personal day off, if available, or vacation days. To find out if offices are closed due to weather conditions, please watch for the email notifications, texts from the campus notification system, and the information will be communicated through the media as well.