

# North Central Missouri College

## Faculty Policy Manual

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*The mission of NCMC is to assist individuals in our  
education/business community  
to attain their goals through open admission, reasonable costs,  
and progressive curriculum and services  
delivered by a caring, competent staff  
in a safe, technology-rich learning environment.*



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## 1.000 INTRODUCTION

- 1.1.00 Preface: This manual has been approved by the Board of Trustees. Additional policies will be added as they are developed and approved by the Board of Trustees, and the Board also retains the right to alter, change, delete from, or otherwise modify this manual. This manual is not a contract or condition of employment. All written rules and regulations described by this manual will be interpreted and applied uniformly. The Faculty Senate By-Laws are incorporated into this Policy Manual.
- 1.2.00 Severability: It is understood that any provision inconsistent with or contrary to law will be considered as deleted from this manual without harm to the remaining provisions of the manual. If any article or section of this manual or any addendum to it should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this manual and addenda will not be affected thereby.
- 1.3.00 Waiver: Failure of the College to require performance of any promise, condition, or covenant herein will in no way affect the full right to require such performance at any time thereafter, nor will the waiver of a breach or any promise, condition, or covenant hereof be taken or held to be a waiver of the promise, condition, or covenant.
- 1.4.00 Manual Specifics: This Faculty Policy Manual is applicable to faculty only; additional policies affecting faculty as employees of the College may be found in the Board Policy Manual, Section 5 (General Personnel Policies).

## 2.000 DEFINITIONS

- 2.1.00 For the purposes of this handbook, “Board” shall mean the Board of Trustees of North Central Missouri College.
- 2.2.00 For the purposes of this handbook, “College” shall mean the institution, North Central Missouri College.
- 2.3.00 For the purposes of this handbook, “Administration” shall mean the President and other appointed administrative officers of North Central Missouri College who are not faculty members.
- 2.4.00 For the purposes of this handbook, “President” shall mean the permanent or acting President or permanent or acting Chief Executive (Administrative) Officer of North Central Missouri College or his/her designee.
- 2.5.00 For the purposes of this handbook, “Dean” shall mean the Dean of Instruction and/or Dean of Allied Health Sciences and VP will mean the Vice President of Instruction and Student Services.
- 2.6.00 For the purposes of this handbook, “Instructor” shall mean members of the faculty who are on faculty contracts.
- 2.7.00 For the purposes of this handbook, “Employer” shall mean the Board of Trustees of North Central Missouri College.
- 2.8.00 For the purposes of this handbook, “Discharge” shall mean an action taken by the Board which terminates an employment relationship.
- 2.9.00 For the purposes of this handbook, “non-renewal” shall mean an act by the Board not to issue a contract for the ensuing school year to a probationary employee. A non-renewal does not constitute discharge.

*Section 2 updated 2/26/08*

### 3.000 RIGHTS OF FACULTY MEMBERS

3.1.00 Personal Life: The personal life of any faculty member is not an appropriate concern of the Board except in cases where the actions or conduct of the individual are contrary to the terms of this Agreement or where the faculty member's personal life interferes with the discharge of the faculty member's professional responsibilities.

3.2.00 Personnel Files: The official personnel file for faculty members will be retained in the Vice President of Instruction and Student Services' office. Individual files will contain a position description, letter of application, resume, credentials, mandatory evaluations, certifications, records of professional development, and copies of documents related to changes in a faculty member's position or conditions of employment. Other items may be placed in the file at the discretion of the individual faculty member to document his/her work. The Personnel Office shall maintain files containing required employment information. The opportunity to rebut, comment on, and/or clarify an unfavorable item in the file shall be guaranteed to the faculty member. Such rebuttal, commentary, and/or clarification shall be attached to the relevant item in the file. The faculty member has the right to examine his/her personnel file or employment information on request.

*Section 3 updated 2/26/08*

#### 4.000 ACADEMIC FREEDOM AND RESPONSIBILITIES

- 4.1.00 Academic Freedom: All members of the faculty, whether tenured or not, are entitled to academic freedom as set forth in the 1940 *Statement of Principles on Academic Freedom and Tenure*, formulated by the Association of American Colleges and the American Association of University Professors.
- 4.2.00 Academic Responsibility: The Board, the Administration, and the faculty members agree that accepting and assuming a faculty position at North Central Missouri College includes the following responsibilities:
- 4.2.10 To maintain professional competence and keep personal knowledge current by continuous reading, research, etc.
  - 4.2.20 To perform fully and faithfully the duties of a college faculty member to-wit:
    - 4.2.21 To meet faithfully all assigned classes and to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to and approved by the Dean of Instruction and/or Dean of Allied Health Sciences.
    - 4.2.22 To be available on a regular basis to students for advising and counseling on matters regarding their classroom activities, through adherence to a schedule of regular office hours. Exceptions shall be reported to and approved by the Vice President of Instruction and Student Services.
    - 4.2.23 To be available on a regular basis to students who have been identified as his or her advisees on matters pertaining to the student's entire curriculum and program of study through adherence to a schedule of regular office hours, consisting of a minimum of ten (10) regularly scheduled office hours per week and other additional hours, as necessary, by appointment. Exceptions shall be reported to and approved by the Vice President of Instruction and Student Services.
    - 4.2.24 To teach each class according to the highest professional standards.
    - 4.2.25 To evaluate students and/or award academic credit based on their academic performance professionally judged.
    - 4.2.26 To present the subject matter in the courses as announced to the students and to teach within the guidelines of the course syllabus.
    - 4.2.27 To improve, update, enrich, and revise courses periodically to keep them current.
  - 4.2.30 To accept the responsibility to assist in the proper administration of College affairs. It is therefore to be expected that he/she will serve on committees, will attend commencement, and should render public service in the area of his/her professional competence
  - 4.2.40 Faculty members will record class attendance; records will be

made available to individuals upon approval by the President of the College with advance notification to faculty involved. Academic penalties for absences are at the instructor's discretion.

4.3.00 Contract Year Obligations: The obligation of the faculty members on an academic year contract shall start with the beginning day of faculty organization activities, normally two working days preceding the beginning of classes. The obligation shall extend through the last day of fall semester finals, commence again no sooner than the two normal working days immediately preceding spring semester classes and end with commencement. North Central Missouri College has priority on the working time of a full-time faculty member. Faculty members have an obligation to perform assigned academic duties as well as fulfill the responsibilities enumerated in Section 4.2. Every day of the term of a faculty member's contract is a regular day of employment except those days for which there is legislative or employer authorization to be absent from employment (e.g. state holidays, plus the Friday after Thanksgiving, leave with or without pay, sabbatical, sick leave, bereavement, and weekends when not assigned or required for performance of the regular employment obligations).

4.4.00 Class and Course Assignment/Summer Session Assignment

4.4.10 Teaching assignments shall be based primarily on a consideration of the needs of students, and then on the continued necessity for revitalization and improvement of the instructional program, academic qualifications and expertise, and faculty preference. The teaching assignment of a faculty member should be made in her or his field of competence in a manner consistent with the traditions of higher education. Teaching assignments shall not be made arbitrarily, capriciously, or with the intent or effect of discriminating against any faculty member. Each faculty member shall be given the opportunity, before tentative class schedules have been prepared, to specify his or her preference as to his or her teaching schedule for the coming academic year. It shall be the responsibility of the Dean, after consultation with the faculty and the Vice President of Instruction and Student Services, to make course assignments recognizing these concerns.

4.4.20 Changes in a faculty member's class and course assignment may be made by the Dean of Instruction and/or Dean of Allied Health Sciences. In making necessary changes, the Dean shall consult the affected faculty member in the interest of arriving at the best solution for all concerned.

4.4.30 The Dean may not make out of district class or course assignments without the consent of the instructor. The Administration will be fair and equitable in the assignment of night classes and classes offered in the outlying areas.

- 4.4.40 Release time may be granted to instructors for course development, committee work, etc., upon agreement between the Dean of Instruction and/or Dean of Allied Health Sciences, Vice President of Instruction and Student Services, and the faculty member.
  - 4.4.50 Faculty members shall have the right of first refusal in regard to summer and overload (including evening and weekend) employment in their respective division, department, or program. In case of two or more instructors qualified to teach in a division or department, preference will be based upon seniority.
  - 4.4.60 During the summer, any faculty member employed will receive no less than the pay received by any part-time instructor with the same qualifications. During the regular academic year, a faculty member will receive overload pay at a rate no less than the pay received by any part-time instructor with the same qualifications during the same regular academic year.
  - 4.4.70 It is recognized that the home base of the instructor is the Trenton campus, unless otherwise specified in his or her contract. Mileage to and from class locations other than the Trenton campus, or otherwise as specified in his or her contract, will be reimbursed at the standard mileage rate.
- 4.5.00 Workload
- 4.5.10 The Board, Administration, and Faculty recognize the varied range of academic and vocational/technical classes offered by North Central Missouri College and the need to have flexible class assignments that accommodate this range. The primary purpose of a workload policy is equity among faculty.
  - 4.5.20 The normal teaching load at the College is 15 semester credit hours for the equivalent of a semester, and/or 30 semester hours for the equivalent of two semesters (one regular academic year).
  - 4.5.30 Classes may be assigned during the evening session as part of the normal load. Faculty members will also serve on committees and assist with student advisement and student activities. Instructors who are assigned more than the normal teaching load will receive extra compensation, either financial or on a time basis (reduction in teaching assignment in a subsequent semester).
  - 4.5.40 On-line courses may be counted as part of the normal load with permission from the Dean of Instruction and/or Dean of Allied Health Sciences provided the course has an enrollment of no less than 9 students.
  - 4.5.50 Teaching loads may be adjusted to take into account equivalent non-teaching assignments.
  - 4.5.50 Full-time faculty members may teach up to 12 overload hours per semester of which no more than six hours may be face-to-face instruction. For the purposes of calculating overload, two pro-rated courses with a combined minimum total of 10 students,

shall be the equivalent of one regular course. Courses by arrangement, internships, practicums, seminars, and non-credit courses shall not be considered when computing the 12 hours.

*Section 4 updated 6/28/05, 2/26/08*

## 5.000 PROFESSIONAL COMPENSATION

- 5.1.00 Salary Schedule: The salaries of faculty members covered by this manual are set forth in the Appendix. Such salary schedule shall remain in effect during the designated periods.
- 5.2.00 Initial Placement: The Vice President of Instruction and Student Services shall determine the initial salary of a newly hired faculty member. Except for special circumstances wherein a candidate has additional qualifications above entrance minimums, salaries for newly appointed faculty will be placed on the salary schedule using the guidelines below. Exceptional circumstances include, but are not limited to, recognition of exceptional qualifications, varied competitive requirements in diverse subject fields, or competitive market demands in specialized teaching fields.
- 5.2.10 One vertical step increment will be awarded for each year of full-time college teaching experience up to a maximum of ten years; or
- 5.2.20 One vertical step increment will be awarded for each year of full-time non-college teaching experience up to a maximum of ten years; or
- 5.2.30 One vertical step increment will be awarded for each year of full-time work experience which directly relates to the incoming faculty member's teaching assignment up to a maximum of ten years.
- 5.2.40 Any combination of the above shall not exceed an award of ten years.
- 5.3.00 Recognition of Professional Service Activities: Faculty members may move down the salary schedule by completing professional service activities as outlined in the Faculty Salary Schedule, Professional Service Activities (See Appendix B). Each faculty member is required to validate his/her annual downward movement on the salary schedule.
- 5.3.10 A faculty member wishing to receive credit for professional service activities shall submit documentation certifying completion of the activities to the Faculty Senate Standards Committee prior to April 1. After reviewing the submission, the committee will forward it with a recommendation to the appropriate Dean. The Dean will either certify or not certify the activity as being eligible for the appropriate number of Professional Service units (see Faculty Salary Schedule, Professional Service Activities, Appendix B). If approved, the Dean and/or Vice President of Instruction and Student Services will make the notation in the faculty member's employment record. In the event of denial by the Dean and/or Vice President of Instruction and Student Services, the faculty member shall appeal to the Faculty Senate who will make a recommendation to the College President. The appeal process

should be concluded within a reasonable amount of time.

*Section 5.3 updated 6/21/01*

- 5.4.00 Recognition of Professional Development Activities: Faculty members may move across the salary schedule by completing professional development units in the area taught or an area of support by completing one or a combination of activities outlined in the Faculty Salary Schedule, Faculty Professional Development Activities. (See Appendix B.)
- 5.4.10 A faculty member wishing to receive credit for professional development activities shall submit documentation certifying completion of the activity to the Faculty Standards Committee prior to April 15. The documentation shall include a description and the purpose of the activity. After reviewing the submission, the committee will forward it with a recommendation to the appropriate Dean. The Dean will either certify or not certify the activity as being eligible for the appropriate number of Professional Development units (See Faculty Salary Schedule, Professional Development Activities, Appendix B). If approved the Dean will make the notation in the faculty member's employment record. In the event of denial by the Dean, the faculty member shall appeal to the Faculty Senate who will make a recommendation to the Vice President of Instruction and Student Services and then to the College President. The appeal process should be concluded within a reasonable amount of time.
- 5.4.20 Upon completion of an advanced degree an official transcript must be sent to the Dean of Instruction and/or Dean of Allied Health Sciences' office for inclusion in the faculty member's personnel file.
- 5.4.30 Costs incurred in completing professional service activities and/or professional development activities may be borne by the faculty member, the College, or both.

*Section 5.4 updated 6/21/01*

- 5.5.00 Pay Periods: The annual salary is paid in twelve equal installments with paychecks available on the last working day of the month. Should the faculty member's contract be terminated during the school term, the faculty member shall receive a total salary which shall be in proportion to the number of days taught compared to the number of days of obligation as listed in the College calendar.
- 5.6.00 Part-time Compensation for Retired Faculty: A faculty member who retires from North Central Missouri College may be selected to teach part-time. If a faculty member is selected, the compensation will be determined by the

number of years the member has served as a full-time faculty member of North Central Missouri College. The following schedule will be used:

1. 1-9 years, the same compensation as a part-time instructor
2. 10-14 years, 1.2 times the part-time compensation
3. 15-19 years, 1.4 times the part-time compensation
4. 20 or more years, 1.6 times the part-time compensation

A retired faculty member who is compensated at the above rates will not be considered a part-time instructor for the purposes of sections 5.400 and 5.500.

*Section 5 updated 2/26/08*

## 6.000 PERFORMANCE EVALUATION

### 6.1.00 Responsibility

- 6.1.10 The Dean of Instruction and/or Dean of Allied Health Sciences or his/her designee is responsible for evaluating all members and making recommendations to the President on matters of retention, tenure (see Section 7), and salary adjustments.
- 6.1.20 The College and Faculty Senate agree to implement an instructor evaluation process for pre- and post-tenure full-time faculty that is developed jointly and mutually agreed upon.
- 6.1.30 The Dean of Instruction and/or Dean of Allied Health Sciences and the Faculty Standards Committee will develop the evaluation procedures and evaluation instruments acceptable to the College administration and the Faculty Senate.
- 6.1.40 Faculty Standards Committee. The Faculty Standards Committee is a standing committee of the Faculty Senate. Its function is to assist with improvement of instruction. The committee consists of a minimum of five faculty members.

### 6.2.00 Evaluation Schedule

- 6.2.10 The Dean of Instruction and/or Dean of Allied Health Sciences and the Faculty Standards Committee will develop a comprehensive evaluation schedule for all pre-tenured faculty.
- 6.2.20 The Dean of Instruction and/or Dean of Allied Health Sciences and the Faculty Standards Committee will establish a rotation schedule for the evaluation of all tenured faculty members.
- 6.2.30 A faculty member may request an evaluation at any time.

*Section 6 updated 2/26/08*

## 7.000 PROBATIONARY AND TENURED APPOINTMENTS

### 7.1.00 Rights of Probationary Employees

7.1.10 Definitions: For the purposes of this section, the term “probationary” shall mean non-tenured status. For the purposes of this section, the term “appointment” shall mean the execution by the College and the member of an individual employment contract as provided for in Section

7.1.20 Renewal and Nonrenewal: Although probationary appointments are usually subject to renewal, the College shall be under no obligation to renew such appointments, if adequate notice is given. Regardless of the stated duration of an appointment, written notice that an appointment is not to be renewed will be given to the probationary faculty member in advance of the expiration of their appointment. This written notice will be given no later than March 1 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.

### 7.2.00 Tenure

7.2.10 The holding of tenure is an assurance of continued service and is recognized and granted formally by the Board of Trustees of the College upon the recommendation of the College President. Tenure may be defined as a mutually acknowledged expectation of continuing employment that is terminable by the College for just cause (professional or moral inadequacy of the instructor), for financial exigency, or for curricular reasons.

7.2.20 Tenure is granted to those who have demonstrated their potential for long-term usefulness to the College. Each candidate for tenure must make a case that justifies the granting of tenure. Documentation that supports the request for tenure includes, but is not limited to, the following:

7.2.21 Demonstrated excellent teaching. This quality may be judged on the basis of such factors as effectiveness in involving students in creative scholarly work, quality of intellectual stimulation, effectiveness in communication and counseling with students, effectiveness and consistency in evaluation of students, and soundness of instructional programs.

7.2.22 Competence in scholarly discipline. This quality may be judged on the basis of such factors as degrees earned, active participation in professional organizations, professional recognition and honors, and continued professional development.

7.2.23 Pre-tenure evaluation documentation as set forth in

Section 6.

7.2.24 Participation in the college community. Contributions to instructional programs, student advising and contributions in student activities, and service on college committees may demonstrate this quality.

7.3.00 Eligibility for Tenure: Faculty members are eligible to apply for tenure after the successful completion of two (one for previously tenured) consecutive academic years of full-time employment. The Dean of Instruction and/or Dean of Allied Health Sciences will give each faculty member who will be eligible to apply for tenure in the following year written notice of such eligibility by January 15 of the faculty member's second (first for previously tenured) year.

7.4.00 Application for Tenure: Upon receipt of such notice, the faculty member may begin preparing their letter of application for tenure. The faculty member will submit a letter of application for tenure. The letter of application and supporting documentation of his/her achievements and readiness for tenure, focusing on the criteria outlined above (Section 7.2) will be given to the Dean of Instruction and/or Dean of Allied Health Sciences and mentor no later than September 15 of the third (second for previously tenured) year of employment. In the event an eligible faculty member does not submit an application for tenure, the faculty member will receive notification of nonrenewal for a fourth (third for previously tenured) academic year no later than October 1 of the third (second for previously tenured) year of employment.

7.5.00 Duties of Mentor: The mentor will:

- 1) Advise and mentor the probationary faculty member
- 2) Make annual recommendations regarding reappointment to the Dean of Instruction and/or Dean of Allied Health Sciences
- 3) Make recommendation regarding tenure to the Dean of Instruction and/or Dean of Allied Health Sciences by December 1 of the faculty member's third (two for previously tenured year of employment).

7.6.00 Tenure Recommendation. Upon receipt of the mentor's recommendation, the Dean of Instruction and/or Dean of Allied Health Sciences will prepare a written recommendation and forward it to the Vice President of Instruction and Student Services who will make a written recommendation to the College President. The President's recommendation shall constitute the final recommendation to the Board of Trustees regarding tenure. The Board will normally act on tenure recommendations at its February meeting.

*Section 7 updated 2/26/08*

## 8.000 LEAVES

### 8.1.00 Leaves of Absence

#### 8.1.10 Granting Leaves of Absence

8.1.11 Leaves of absence from North Central Missouri College may be granted for reasons such as health, study, professional travel, services in public office, military service, or service in the Peace Corps or similar organizations.

8.1.12 The Dean of Instruction and/or Dean of Allied Health Sciences and the Vice President of Instruction and Student Services must recommend requests for leaves of absence for approval by the President and the Board of Trustees.

#### 8.1.20 Regulations

8.1.21 Leaves of absence will be without pay.

8.1.22 Each leave of absence is granted for no longer than one year.

8.1.23 Accumulated sick leave is retained while on leave of absence, but sick leave is not earned during the period of the leave.

8.1.24 Leaves of absence cannot be used as part of the time necessary to qualify for tenured status on the North Central Missouri College faculty.

8.1.25 Group Health/Life/Disability insurance coverage related to the position from which the leave is taken must be arranged through the Personnel Office according to the policies established by the Board. The faculty member will pay the full premium during the leave of absence.

8.1.26 A person who has been granted leave of absence must advise the President in writing by the first day of February if a contract for the following year is desired. Members who fail to notify the President will forfeit all of his or her return rights.

8.1.30 Extensions of Leave of Absence: A leave of absence may be extended for additional years subject to the procedures noted in Section 8.1.12. Requests of extension of leaves of absence must be made in writing to the President by the first day of February.

8.2.00 Sabbatical Leave: The Purpose is to provide full-time NCMC faculty members opportunities for professional development and to enhance the value of instruction to the institution.

8.2.10 Eligibility: Full-time faculty members will be eligible for sabbatical leave after completing six (6) continuous academic years of full-time employment at NCMC. Part-time employment and summer teaching do not count toward eligibility for sabbatical leave. Completion of a sabbatical leave will reduce accumulated sabbatical leave eligibility time by six (6) years. No more than two (2) faculty members may be on sabbatical leave at the same time.

8.2.20 Leave Options

8.2.21 Eligible candidates may request sabbatical leave for one (1) full contract period or one-half contract period.

8.2.22 A one-year leave will be consistent with the length of a candidate's contract. The sabbatical may consist of any combination of consecutive semesters and may include more than one contract period.

8.2.30 Salary and Benefits

8.2.31 Persons on sabbatical leave will receive full contract rate for a one-half leave time or one-half (1/2) the contract rate for a full leave time.

8.2.32 For the purpose of sabbatical leave, "the contract rate of pay" means the rate of pay provided for the faculty member on the salary schedule for the year of the leave without any pay based on overtime or supplemental pay. Persons on sabbatical leave will accrue normal salary increments and other benefits such as sick leave, insurance, and retirement benefits.

8.2.40 Leave Activities

8.2.41 Persons taking a sabbatical leave will agree to carry out specified activities during their leave. It is expected these activities will meet written objectives set forth in the candidate's proposal. The nature and objectives of the proposed sabbatical leave should include a detailed account of proposed sabbatical activities. The relationship of the proposed sabbatical leave to the applicant's field of expertise is to be demonstrated as well as the anticipated contribution of the proposed sabbatical leave to the enhancement of teaching and/or course and curriculum development at NCMC.

8.2.42 The appropriateness of each candidate's proposed leave activities must be considered and agreed upon by the Faculty Standards Committee and the Dean of Instruction and/or Dean of Allied Health Sciences and Vice President of Instruction and Student Services.

8.2.43 The faculty member must submit to the Dean of Instruction and/or Dean of Allied Health Sciences and Vice President of Instruction and Student Services a written report outlining his/her accomplishments during the leave. This report should be submitted within three months after the faculty member's return to full-time employment.

8.2.50 Post-Leave Agreements

8.2.51 Persons taking sabbatical leaves must agree in writing to return to their positions following the sabbatical for one academic year per semester of leave.

8.2.52 Persons not returning to NCMC following their sabbatical leaves must repay the institution leave pay plus the college's share of cost of fringe benefits according to the following table:

Post Leave Employment at NCMC After One or Two-Semester Sabbatical	Amount of Leave Pay to be Repaid to NCMC
None	100%
One semester	75%
Two semesters	50%
Three semesters	25%
Four semesters	None

8.2.53 North Central Missouri College will agree in writing that persons taking sabbatical leaves will be returned to their former position or to a position with at least the same pay and professional responsibilities.

8.2.54 Persons not completing sabbatical leave activities because of illness, injury, or other uncontrollable circumstances will be excused from repayment. The Dean of Instruction and/or Dean of Allied Health Sciences will make a recommendation to the VP who will decide if activities have been satisfactorily completed. Further, persons not fulfilling their post leave employment at NCMC because of illness, injury, or other uncontrollable circumstances will be excused from repayment. The Dean of Instruction/Dean of Allied Health Sciences and/or the Vice President of Instruction and Student Services will also decide on the validity of reasons for failure to complete specified leave activities and/or post leave employment at NCMC. These decisions of the Deans and Vice President of Instruction and Student Services are grievable.

8.2.60 Procedure

8.2.61 The faculty member requesting leave will submit a proposal to the Faculty Standards Committee by December 1 on the year preceding the fiscal year for which the leave is desired.

8.2.62 The Faculty Standards Committee will review the candidate's written proposal and make recommendations to the Dean of Instruction and/or Dean of Allied Health Sciences. The Dean will then make recommendations to the Vice President of Instruction and Student Services who will recommend to the President.

8.2.63 The President will make recommendation to the Board of Trustees for final disposition of all requests for leave.

8.2.64 Final recommendations of the Faculty Standards Committee, the Dean of Instruction and/or Dean of Allied Health Sciences, Vice President of Instruction and Student Services, the

President, and the decision of the Board will be recorded and transmitted to the applicant.

8.3.00 Administrative Leave: Faculty members who accept full-time administrative assignments at the College will retain regular faculty benefits and privileges. Tenured faculty members who accept administrative assignments will retain their tenure as it applies to their teaching position alone. Probationary faculty members will not accrue credit toward tenure while serving in a full-time administrative position.

8.4.00 Incapacity: In the event that a faculty member becomes incapable of performing the regular responsibilities incident to employment, and if sick leave and a maximum of three (3) academic semesters (i.e. the semester in which the leave of absence was granted and the two (2) subsequent academic semesters, excluding summer) of leave without pay have been exhausted without correction of the disability, then the College will assist the faculty member in pursuit of rights under workers' compensation or long-term disability insurance, and where feasible, will seek to reemploy the faculty member in any other position for which the faculty member is qualified and capable of performing.

*Section 8 updated 2/26/08*

## 9.000 DISCIPLINE AND DISCONTINUANCE OF EMPLOYMENT

- 9.1.00 Causes for Discharge and Discipline: No faculty member will be disciplined or discharged without just cause. Just cause for discipline or discharge will include, but not be limited to, the following:
- 9.1.10 Conviction of a felony or of a crime involving moral turpitude during the period of employment at the institution or the willful concealment of such crime in making application for employment.
  - 9.1.20 Fraud or misrepresentation of professional preparation, accomplishments, or experience in connection with initial hiring or in the submission of materials for evaluation for tenure or salary adjustment purposes.
  - 9.1.30 Failure to carry out the responsibilities of a faculty member as defined in Section 9.200.
  - 9.1.40 Theft of or deliberate damage to campus property or the property of a member of the campus community or a campus visitor.
  - 9.1.50 Forgery or fraudulent alteration of college records or documents.
  - 9.1.60 Violation of the conflict of interest provision of this Agreement.
  - 9.1.70 Plagiarism or falsification of any citations of sources in any professional paper, writing, or report communicated to others who may rely thereon.
  - 9.1.80 Exploitation of students for private advantage.
  - 9.1.90 Abuse of sick leave or intentional violation of travel regulation.
- 9.2.00 Discipline: The College and the faculty recognize and affirm the importance of counseling and the principle of corrective discipline. Prior to initiating formal disciplinary action, administrators are encouraged to resolve matters of discipline informally; provided, however, such informal action will not be construed to be part of the disciplinary procedure contained in this section and will not restrict the right of administrators to consult with or otherwise counsel faculty members regarding their conduct or to initiate disciplinary action.
- 9.3.00 Suspension: The President may place any faculty member on suspension with pay, or reassign an instructor to other duties in the event it would be, in the judgment of the President, in the best interest of the College, the students served by the faculty member, or the faculty member himself or herself or the President may suspend the individual from performance of assigned duties pending the outcome of any criminal, disciplinary, or discharge proceedings, or resolution of pertinent personnel or personal problem.
- 9.4.00 Sanctions: Any faculty member may be subject to disciplinary sanctions. The disciplinary sanction will be appropriate to the infraction. Warning letters and formal reprimands will become part of the faculty member's personnel file and may be used in conjunction with subsequent personnel considerations; however, upon written request by the faculty member, such correspondence

will be purged from the personnel file after three years if the problem has been corrected.

9.5.00 Representation and Notice: A faculty member will be entitled to have present a representative of the Faculty Senate and/or any other counsel during any appearance before the Board or its agents concerning any formal disciplinary action. A faculty member will be given seven calendar days prior written notice of reasons for such a meeting or interview and will be advised of the right to representation under this provision.

## 10.000 RETRENCHMENT

10.1.00 Definition: Retrenchment is the termination of tenured faculty members for either financial or programmatic reasons.

10.2.00 Determination of Necessity: The necessity for retrenchment shall be determined by the Board after considering the recommendations of (1) the College President and (2) the Faculty Senate in accordance with any one or a combination of the following two situations:

10.2.10 When the budget is insufficient to sustain the current number of faculty positions, without reducing current faculty salaries; or

10.2.20 When a division, program, or discipline is curtailed or discontinued because of inadequate enrollment. However, prior to initiating a retrenchment in a particular program or discipline due to inadequate enrollment, the administration shall reassign sufficient teaching load from part-time instructors teaching in that program or discipline to secure a full-time teaching load for a full-time faculty member. In determining whether retrenchment is necessary and in selecting the areas where the terminations will occur, primary consideration will be given to the College's responsibility to offer an appropriate range of courses and programs; and to maintain a balanced institutional effort that is responsive to the needs of the students.

### 10.3.00 Retrenchment Procedure

10.3.10 If the Administration determines that the potential for retrenchment exists, the President will submit to the Faculty Senate a Statement of the College's situation supported with the facts and figures necessary for the Faculty Senate with specific areas to analyze and review. Within 30 calendar days the Senate shall submit its recommendation with supporting documents and rationale to the President. In the event the Senate does not report within the stipulated time, and/or within the specific areas, the President may proceed with his/her recommendation to the Board.

10.3.20 The President and the Faculty Senate will meet and discuss the report of the Faculty Senate and attempt to agree upon a single recommendation to the Board. If they cannot agree, the Faculty Senate shall submit its own plan to the Board separately.

10.3.30 The President shall prepare his/her recommendation for the Retrenchment Plan which (1) documents the need for retrenchment; (2) identifies the number of positions to be terminated by division, program, or discipline; and (3) any other relevant supporting information. He/she shall submit his/her plan to the Board.

10.3.40 The Board shall make the final decision on whether retrenchment is necessary and shall instruct the President to implement the plan it approved.

10.4.00 Faculty Rights: In all cases of retrenchment, faculty members will have the following rights:

10.4.10 Retrenchment shall be in the reverse order of seniority in the division, program, discipline which has been identified for retrenchment. Seniority shall mean the number of days of continuous full-time service on College operating funds, including authorized leaves of absence. The academic year shall constitute a year of service and no additional seniority shall be accrued for any assignment beyond the academic year. When seniority is equal between or among faculty members, ranking shall be determined by advanced preparation.

10.4.20 No tenured faculty member shall be terminated if non-tenured faculty members are retained in a discipline to teach courses the tenured faculty member is qualified and capable of teaching.

10.4.30 A faculty member shall be reassigned rather than be terminated if the faculty member satisfies the qualifications for a position in a division, program, or discipline in which there is a less senior faculty member, in accordance with the seniority list in the Appendix.

10.4.40 The faculty member shall retain his/her former salary and tenure status.

10.4.50 Any faculty member selected for termination shall have the right to apply for any existing open non-academic position at the College, and in the absence of a candidate with clearly superior qualifications, the faculty member shall be given employment preference. In this situation, the faculty member shall receive the salary established for the new position and shall lose faculty status and tenure.

10.4.60 The President will notify in writing the persons affected by the retrenchment. Each tenured faculty member selected for termination shall be so informed by May 1 of the current academic year. The Board's decision on the necessity for retrenchment, the number of faculty members to be terminated, and the division, program, or discipline in which the terminations are to occur are not grievable, negotiable or contestable. However, seniority and order of retrenchment are grievable.

10.4.70 Recall procedure—Whenever there is a vacancy or anticipated vacancy laid-off faculty members who are qualified to perform the work in question will be recalled in order of seniority. No new faculty shall be employed by the Board while there are faculty members on layoff, unless none of the faculty members on layoff are qualified to fill the position in question. Notice of recall will be given by registered mail to the last address given to the College by a faculty member. A copy of the notice of recall will be given to the Faculty Senate. If a faculty member fails to respond within 10 calendar days after receipt of the above notice

of recall, the faculty member will be deemed to have refused the position offered. A faculty member who is laid off will remain on the recall list for three years after the effective date of layoff unless the faculty member:

- 1) Waives recall rights in writing.
- 2) Resigns.
- 3) Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position.
- 4) Fails to report to work in a position that he/she has accepted unless such employee is sick or injured. If a faculty member has secured temporary employment elsewhere, he/she will be allowed up to one academic semester before being required to report for work.

## 11.000 GRIEVANCE AND ARBITRATION

11.1.00 Resorting to other Procedures: If a faculty member seeks formal resolution of a grievance matter in any forum or by any set or procedures other than those established in the Article, whether administrative or judicial, the College shall have no obligation to proceed further with the matter.

### 11.2.00 Definitions

11.2.10 "Grievance" means a complaint alleging a violation, misapplication, or misinterpretation of a term or provision of this manual.

11.2.20 "Grievant" means an identified faculty member or group of instructors.

11.2.30 "Days" means in-service, registration, and other days when classes are in session, excluding Saturdays and Sundays.

11.3.00 Rights to Representation: At least one Faculty Senate officer may be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented. Grievances involving more than one administrator and grievances involving an administrator other than the Dean and/or Vice President of Instruction and Student Services may be filed at Step 2 as outlined in Section 11.6.20.

11.4.00 Individual Rights: Nothing contained herein shall be construed as limiting the right of any faculty member having a complaint to discuss the matter with the appropriate administrator. Exhaustion of the informal complaint procedure is not a requisite to involving the formal grievance procedure.

11.5.00 Informal Process: A grievant should make a good faith effort to resolve a grievance prior to initiation of the formal process by presenting his/her grievance to the Administration.

11.6.00 Formal Process: Filing. All grievances must be filed within 20 working days after the grievant knew or reasonably should have known of the grievance. The grievance shall be filed upon a form as shown in the Appendix, which is fully incorporated herein by this reference.

11.6.10 Step 1: The grievance shall first be presented to the Office of the Dean and/or Vice President of Instruction and Student Services. The Dean and/or VP shall conduct a closed conference with the grievant and his/her representative within six working days following receipt by his/her office of the grievance. At the conference, the grievant shall present to the Dean and/or VP all information which he/she deems pertinent to the grievance, as well as such other information within the grievant's knowledge and/or control that the

Dean and/or VP requests. The Dean and/or VP shall issue a written decision within six working days following the conclusion of the conference, which shall include findings and conclusions. If the grievance relates to the Dean and/or VP, the grievant may skip Step 1.

11.6.20 Step 2: If the grievance is not resolved or otherwise disposed of at Step 1, the grievant may file a written request for review with the President of the College on a form also prescribed as the Appendix. The request shall be filed with the Office of the President within five days of receipt of the Step 1 decision. The President or his or her designee shall investigate the grievance in such manner as the President deems appropriate, and shall hold a closed meeting with the grievant and his/her representative in order to discuss the merits of the grievance and/or proposals for settlement. If no settlement is reached, the President shall proceed to issue a decision which shall include findings and conclusions and which, unless otherwise agreed, shall be issued no later than 10 working days after the receipt of the request for review.

11.6.30 Step 3: If the grievance has not been resolved at Step 2, the grievant may seek a review of the President's decision by the Board. Such request shall be filed with the Office of the President for transmittal to the Chairperson of the Board on the form prescribed in the Appendix within five working days following receipt of the Step 2 decision.

The Board shall review the President's decision at its next regularly scheduled meeting which commences at least three working days after the request for review is received, or at its next special meeting which occurs at least three working days after the request for review is received. At this meeting, the Board shall decide either to uphold the decision of the President or to make a final decision no later than 28 days following receipt of the request for review. The Board may at any time request additional information from the grievant or the President. The Board's decision shall be final and binding upon the parties.

#### 11.7.00 Exceptions to Time Limit

11.7.10 The time limits provided in this Article will be strictly observed unless extended by written agreement of the parties. When any action which is required to be taken within a specified time period is not taken in time, the following shall apply:

11.7.11 If the grievant fails to act within the time limits provided herein, the Administration shall have no obligation to process the grievance and it shall be deemed withdrawn.

11.7.12 If the Administration fails to act in time, the grievant may proceed to the next review level and any subsequently issued decision on the matter at the bypassed level, shall be void.

11.7.20 When a grievance is submitted on or after April 15, time limits shall consist of all calendar days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

11.7.30 Any claim or grievance arising may be processed through this grievance procedure until resolution.

11.8.00 No Reprisals: No reprisals of any kind will be taken by the Board or Administration against any person because of participation in this grievance procedure.

11.9.00 Cooperation: The Board, faculty members, and the Administration will cooperate in the investigation of any grievance, and further, will upon request furnish the other with such information as is relevant to the processing of any grievance. No faculty member involved in the investigation, processing, or hearing of any grievance shall suffer loss of salary or benefits.

11.10.00 Notice: Unless otherwise provided, where notice is required to be given, it shall be sufficient:

11.10.10 In the case of a faculty member, if sent by certified mail to his/her last reported residential address;

11.10.11 In the case of the Board, the College, or the Administration, if sent by certified mail to: North Central Missouri College, Office of the President, 1301 Main, Trenton, MO 64683; and

11.10.12 In all other cases, if sent by campus or regular mail to the institutional office or regular business address of the person or party.

Where notice is required to be given by a certain date, it shall be effective if postmarked by midnight of the day prior to the specified date. Where notice is required to be given within a certain time period, it shall be effective if postmarked by midnight prior to the last day of such time period.

*Section 11 updated 2/26/08*

## 12.000 INDIVIDUAL EMPLOYMENT CONTRACTS

Faculty employed in a position within the College will be given an individual contract. Written notice of nonrenewal of contract for pre-tenured faculty will comply with Section 7.1.20.

### 13.000 RESIGNATIONS

A faculty member wishing to resign from the College should give notice as far in advance as possible. Ordinarily, three months is the minimum acceptable notice. Faculty members with instructional responsibilities are expected to complete the entire academic year. Resignations should be dated, signed, and the reasons stated for resigning, the date upon which the resignation is to be effective, and should be given to the Dean.

#### 14.000 TEMPORARY PERSONNEL

It is recognized that the Administration may have to hire faculty members on a temporary basis. When the need for full-time temporary personnel ceases, or when the faculty member returns in the case of leaves, such personnel may be terminated without resort to provisions of this manual deal with dismissal, if employed one semester or less. Any such termination will not be subject to the grievance procedure. During the period of temporary employment, other terms of this manual will apply.

**Grievance Report Form**  
North Central Missouri College

Aggrieved Person \_\_\_\_\_

Date Filed \_\_\_\_\_

Subject Area \_\_\_\_\_

1. Date grievance occurred \_\_\_\_\_

2. Statement of Grievance:

3. Faculty Manual Section allegedly violated, misinterpreted, or misapplied:

4. Action requested or relief sought:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date



## Grievance Step 2

1. Date received by President or designee: \_\_\_\_\_
2. Decision by President or designee:

\_\_\_\_\_  
Signature of President or designee

\_\_\_\_\_  
Date

3. Grievant's response:

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I hereby refer the above decision to the next step  
of the grievance procedure.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

### Grievance Step 3

1. Date received by the Board of Trustees: \_\_\_\_\_
2. Decision of the Board:

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Signature of the President of the Board

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Date

## Faculty Seniority Listing

### March 2008

<u>Faculty</u>	<u>Board-Approved</u> <u>Full-time Start Date*</u>
Sager, Pam	August 20, 1981
Wikoff, Ginny	October 14, 1986
Cutsinger, Joyce	July 1, 1989
Wuertz, Richard	August 19, 1991
Koenig, Eddie	August 19, 1994
Cotton, Missie	August 21, 1995
Shiple, Melody	August 19, 1996
Nichols, Sue	July 1, 1997
Swint, Lola	August 17, 1999
Crawford, Beth	September 3, 1999
Richman, Steve	August 14, 2000
Cooksey, Cory	August 24, 2000
Keith, Scott	August 24, 2000
Sager, Dennis	August 24, 2000
Norris, Jim	August 23, 2001
Sampson, Ann	October 2, 2001
Flentje, Linda	October 22, 2001
Nowland, David	August 21, 2003
Goodin, Marian	August 21, 2003
Treu, James	August 21, 2003
Bird, Sarah	August 19, 2004
Stull, Susan	August 19, 2004
McAtee, Brooke	August 18, 2005
Norris, Kellie	August 18, 2005
Bruinsma, Paul	January 12, 2006
Salmond, Theresa	July 1, 2006
Harrison, Boyd	November 13, 2006
Skipper, Korynn	July 6, 2007
Blaine, Stephanie	August 20, 2007
Claycomb, Kelly	August 20, 2007
Cowling, Linda	August 20, 2007
Bylczynski, Amanda	August 23, 2007
Croy, Jennifer	August 23, 2007
Harris, Jewell	November 1, 2007
Spillman, NiChea	December 10, 2007

\*Some Board motions state “starting in the fall semester.” In those cases, the date in the catalog for the first day of faculty in-service of that semester is shown.