

## **Part 2 Faculty Contractual and Personnel Policies**

### **2.1 Definition of the Faculty**

#### **2.1.1 Full-Time Faculty**

Full-time faculty have a minimum contract of nine months which corresponds with the traditional academic year, and some faculty may receive longer (up through eleven month) contracts to engage in year round assignments.

Full-time faculty are categorized in two general categories: instructional and administrative faculty.

##### **2.1.1.1 Instructional Faculty**

The defining characteristic of a faculty member at Mount Vernon Nazarene University is teaching or providing instruction to students. Primarily, the faculty are employees of Mount Vernon Nazarene University with instructional responsibilities. Instructional faculty have classroom teaching responsibilities or have equivalent instructional assignments in such areas as student teaching supervision, drama production, practica, internship supervision, and other approved instructional activities outside of normal classroom interaction. Instructional faculty supervise, facilitate, and evaluate credit granting student experiences.

Instructional faculty also include the academic leaders of the institution. School deans, vice president, and assistant vice president in the academic affairs division, and the chief academic officer (Vice President for Academic Affairs) are also classified as instructional faculty members regardless of whether they are currently in the classroom. These academic leaders have direct and continuing supervision of other faculty who are engaged in instruction, hence their classification as instructional faculty. Also significant is the fact that these individuals have engaged in teaching responsibilities in the past or are currently qualified to do so.

The following positions are current representatives of academic instructional leadership:

- a. Associate Vice President for Academic Administration;
- b. Deans of the various academic schools;
- c. Director of Teacher Education;
- d. Director of Academic Support Services;
- e. Director of Academic Services (Adult and Graduate Studies); and
- f. Associate Vice President for Adult and Graduate Studies.

Generally, a minimum 50% classroom teaching assignment and/or related instructional responsibilities is required to be classified as an instructional faculty member in all cases except for academic leadership positions.

Additionally, there is a long-standing tradition in higher education and at Mount Vernon Nazarene University to include librarians as faculty. Master of Library Science (MLS) prepared professional librarians are also classified as instructional faculty. Librarians provide essential instructional support to students and other faculty. This direct link between library science and student learning and knowledge acquisition has provided a rationale for academe to identify professional librarians as instructional faculty.

All instructional faculty have a direct reporting link to the Vice President for Academic Affairs.

### **2.1.1.2 Administrative Faculty**

Although faculty at Mount Vernon Nazarene University are primarily instructional by definition, various administrators have been granted faculty status such as the members of the President's Administrative Cabinet. The President assigns faculty status to administrative positions that he deems appropriate in consultation with the Vice President for Academic Affairs.

Administrative faculty are subject to all the guidelines and expectations necessary for promotion and advancement, as well as other requirements, for all full-time faculty.

Over the years administrative staff without teaching or direct instructional oversight have been granted administrative faculty status. The following positions are current representatives of administrative faculty:

- a. Dean of Student Development;
- b. University Registrar;
- c. Director of Athletics;
- d. Director of Career Services;
- e. Director of Counseling and Wellness and;
- f. Director of Institutional Research and Compliance.

### **2.1.1.3 Change of Responsibility Policy**

Should a faculty member change responsibilities to a position that does not carry faculty status, the rank does not follow the change in assignment.

Should there be a change in the teaching and/or administrative assignment, previous work-related experience will be re-evaluated in light of the new responsibilities as it relates to matters of promotion. Results of the re-evaluation are communicated in writing at the point of appointment to new responsibilities.

### **2.1.2 Part-Time Faculty**

The part-time faculty includes those teaching 12 to 20 semester hours during the regular nine-month academic year. Part-time faculty members have limited faculty fringe benefits as outlined in the "Benefits" section. Salaries are determined on a prorated basis from the full-time faculty scale. Part-time faculty should attend committee, department, school and faculty meetings, and have voting privileges. Part-time faculty members are assigned rank in accord with the provisions noted in subsequent sections. Part-time faculty members are issued annual contracts and are not eligible for extended contracts.

### **2.1.3 Adjunct Faculty**

Faculty members teaching less than a 12-semester hour load or equivalent per academic year are classified as adjunct faculty. Salaries are determined by a set rate per semester hours taught. Adjunct faculty members are eligible only for Social Security, Medicare, and Workers' Compensation, but no fringe benefits apply to this group. Adjunct faculty may attend department, school, and faculty meetings, but do not have voting privileges. Adjunct faculty members are not assigned rank and are not eligible for promotion.

#### **2.1.4 Unranked Faculty Designations**

The University uses the designation “Visiting Professor,” “Special Lecturer,” “Artist in Residence,” “Missionary in Residence,” “Teaching Assistant,” etc. to identify persons appointed to the faculty, usually on a temporary basis, and to whom the University policies on promotion and rank do not apply. Salary and fringe benefits are subject to negotiation.

Some administrative faculty may not have a rank associated with a particular academic discipline.

#### **2.1.5 Senior Executive Professional Experience**

Some faculty may bring significant senior executive professional experience to the teaching task upon initial employment. In the academic programs in which prior professional experience is required or highly desirable, the President, in consultation with the Vice President for Academic Affairs, may substitute executive-level professional experience (i.e., president, vice president, or equivalent in multi-staffed organizations) for college level teaching experience for placement in rank and on the salary scale. The professional experience is limited to experience gained after the last graduate degree is earned.

#### **2.1.6 Emeritus Faculty Status**

This rank may be assigned to an assistant professor, associate professor, professor or administrator who has terminated responsibilities as a faculty member for valid reasons (e.g., retirement, illness, etc.) after ten or more years of distinguished service to the University upon the affirmative recommendation of the Faculty Rank Committee, the President and approval of the Board of Trustees. Emeritus status may be assigned posthumously.

The University shall provide emeriti faculty the following privileges:

1. Listing in the *Catalog*.
2. Identification cards for use of library, physical education facilities, and applicable discounts at the Heritage Bookstore.
3. A lifetime complimentary pass with tickets issued upon request for athletic and Lecture-Artist series events.
4. Privilege of participation with other faculty in ceremonial academic activities.
5. Right to attend faculty meetings, convocations, chapels and other activities of the Faculty.

The Board of Trustees may in appropriate circumstances make an exception to these requirements.



## **2.2 Evaluation of Faculty**

Each faculty member will be evaluated annually on the basis of the faculty member's own professional growth projection as filed with the Vice President for Academic Affairs and a formal evaluation report from students based on questionnaires submitted to students in the faculty member's courses. The review will also include a written evaluation from the school dean, the department chair and cumulative data from the Vice President for Academic Affairs and the President.

These evaluations shall be used by the faculty member in working toward continued professional development, and also utilized in employment contractual decisions. The Vice President for Academic Affairs shall gather and tabulate the information that shall be treated confidentially. Appropriate individuals who serve on decision-making committees such as the Faculty Rank Committee shall have confidential access to appropriate evaluations.

The President and the Executive Committee of the Board of Trustees shall review a vice president who meets the conditions for a long-term faculty contract.

The faculty member should be constantly seeking means to improve teaching effectiveness both in terms of general standards for his/her courses and in the techniques of instruction. Forms used for student evaluation of a course and faculty member are available from the Academic Affairs Office. The results of such evaluations remain with the individual faculty members and the Vice President for Academic Affairs, but may be reviewed by the appropriate school dean and department chair in preparation for letters of recommendation for matters of promotion and extended contract decisions.

### **2.2.1 Evaluation of Administrative Faculty (Alternative Professional Development Activities)**

Administrative faculty members are allowed to substitute alternative professional development activities for post-master's graduate course work requirements for extended contract consideration and promotion in rank review. However, no more than 50% of the requirement may be applied in this manner. In practice this means that a minimum of 15 graduate hours (with the remaining completed through professional development) is required for an extended contract and for movement on the faculty salary schedule. In addition, a minimum of 30 graduate hours (with the remaining completed through professional development) is required for the minimum hours necessary for promotion to associate professor.

Faculty with coaching/teaching assignments are eligible to participate in this option.

It is expected that the amount of time spent in workshops, seminars, conferences, and other professional development activities be comparable to that spent in graduate work. The guiding principle is whether the administrative faculty member can document clearly and extensively for the University's Faculty Evaluation and Faculty Rank committees sufficient involvement in significant professional development activities to warrant an extended contract or promotion in rank.

A job performance evaluation is conducted annually for administrative faculty. In order for alternative professional development activities to be applied to promotion, extended contract, and salary considerations, the activity must have occurred within the annual review period and have been documented and approved as part of the annual job performance review each year. (The matrix for activity credit is provided in the "Appendix.")

### **2.2.2 Faculty Rank Committee Procedures**

The membership and responsibilities of the Faculty Rank Committee are described in Part 1 of this *Faculty Handbook*. The Faculty Rank Committee shall make recommendations for promotion in rank to the Board of Trustees through the Faculty and Education Committee in accordance with the following guidelines:

1. Voting by the Faculty Rank Committee shall be by secret ballot.
2. No fewer than five of the six members of the Faculty Rank Committee shall be present and voting.
3. The Faculty Rank Committee shall recommend for promotion if and only if no more than one dissenting vote of all present and voting members of the Committee is cast.
4. Teaching experience used in meeting minimum years of service shall be interpreted as full-time faculty appointment experience. Part-time faculty with an equivalent number of continuous years of service may also apply.
5. Years of experience shall be interpreted to include the current contract year.
6. Graduate hours used for meeting minimal educational requirements for promotion must have been completed by the time of balloting.
7. Adjunct faculty members are not assigned rank and are not eligible for promotion.

## 2.3 Definition of Criteria for Faculty Rank

### Definition of Terms

Degree	<p>Graduate work completed at a regionally accredited institution. The degree should be in an area of study germane to the teaching and/or administrative assignment.</p> <p>The Master of Fine Arts (MFA) degree is equivalent to the earned doctoral degree for purposes of rank when the MFA is considered the terminal degree for the faculty member's primary teaching assignment.</p>
Related Professional Experience	<p>Full-time professional experience gained after the master's degree, doctoral degree, Certified Public Accountant (CPA) certificate, or Certified Managerial Accountant (CMA) certificate has been earned. Certain teaching positions may require prior related professional experience (e.g., public school teaching or pastoral responsibilities), but only the full-time experience accumulated after the appropriate graduate degree, CPA, or CMA has been earned is used in determining rank and salary.</p> <p>If previous professional experience is required, the nature and extent of it will be described in the original position description. Should there be a change in the teaching and/or administrative assignment, previous work related experience will be re-evaluated in light of the new responsibilities. Results of the re-evaluation will be communicated in writing at the point of appointment to new responsibilities.</p> <p>The extent to which previous related professional experience is germane to the specific teaching or administrative assignment will be determined at the point of initial employment.</p> <p>Professional experience may not substitute for the four years required at the associate professor rank for consideration for promotion to full professor rank.</p>
Teaching Experience	<p>Full-time nine-month college/university teaching experience after the master's degree has been earned.</p> <p>Part-time faculty teaching 12 to 20 hours accrue one-half year teaching experience for each academic year of teaching responsibilities.</p>
Graduate Hours	<p>Graduate hours requirements refer to semester hours or equivalent quarter hours.</p> <p>For rank purposes, the earning of a Certified Public Accountant or Certified Managerial Accountant</p>

certificate is considered equivalent to thirty (30) additional graduate hours if the certificate is appropriate to the faculty member's teaching assignment and earned after the master's degree.

For the minimum number of graduate hours required in matters of rank and salary, administrative faculty may substitute 30 of the 60 semester hours with alternative professional development activities as described in the section on "Evaluation of Administrative Faculty (Alternative Professional Development Activities)."

Four ranks are recognized in appointing members to the instructional staff. They are in ascending order: instructor, assistant professor, associate professor and professor. Rank is assigned at the discretion of the Board of Trustees after recommendation by the President in consultation with the Vice President for Academic Affairs.

### **2.3.1 Instructor**

The minimum criteria for the rank of instructor include:

1. A master's degree from a regionally accredited institution. College/university teaching experience and/or administrative experience is desirable, but not required.
2. Potential as an effective teacher.
3. Evidence of subject matter competence.
4. Effective advising and counseling of students.
5. Positive spiritual influence and leadership.
6. Adherence to faculty contractual agreements.
7. Evidence of collegiality with others in the academic community.

### **2.3.2 Assistant Professor**

The minimum criteria for the rank of assistant professor include:

1.
  - a. An earned doctoral degree from a regionally accredited institution with no college/university teaching or college/university administrative experience,
  - or
  - b. A master's degree from a regionally accredited institution and two years of full-time college/university teaching experience, related professional experience, and/or administrative experience.
2. Evidence of ability as a teacher or administrator.
3. Evidence of subject matter competence.
4. Effective advising and counseling of students.

5. Positive spiritual influence and leadership.
6. Adherence to faculty contractual agreements.
7. Evidence of collegiality with others in the academic community.
8. Evidence of usefulness to the University in two or more of the following areas:
  - a. Professional recognition and achievement in published scholarly writings or presentation of papers at scholarly meetings;
  - b. Achievement in performing arts;
  - c. Faculty committee work;
  - d. Administrative duties;
  - e. Influence in student relations;
  - f. Effective constituency service;
  - g. Continuing graduate work in the field of teaching or administrative responsibility, or post-doctoral studies; or
  - h. Scholarly research.

### **2.3.3 Associate Professor**

The minimum criteria for the rank of associate professor include:

1.
  - a. An earned doctoral degree from a regionally accredited institution and four years of full-time college/university teaching, related professional experience, or college/university administrative experience at the assistant professor level,  
  
or
  - b. Completion of 60 semester hours of graduate work beyond the master's degree, completion of all doctoral degree requirements except the dissertation, and eight years of full-time college/university teaching or college/university administrative experience at the assistant professor level,  
  
or
  - c. Completion of 60 semester hours of graduate work beyond the master's degree, and ten years of full-time college/university teaching or college/university administrative experience at the assistant professor level.

For the minimum number of years required in the above criteria, faculty may substitute two years of full-time professional non-college/university experience if the experience has been accumulated after the master's degree and is directly related to the assignment.

For the minimum number of graduate hours required in the above criteria, administrative faculty may substitute 30 of the 60 semester hours with alternative professional development activities (see the section on "Evaluation of Administrative Faculty").

2. Established reputation as an effective teacher or administrator.
3. Evidence of subject matter competence.
4. Effective advising and counseling of students.
5. Positive spiritual influence and leadership.
6. Adherence to faculty contractual agreements.
7. Evidence of collegiality with others in the academic community.
8. Evidence of usefulness to the University in three or more of the following areas:
  - a. Professional recognition and achievement in published scholarly writings or presentation of papers at scholarly meetings;
  - b. Achievement in performing arts;
  - c. Faculty committee work;
  - d. Administrative duties;
  - e. Influence in student relations;
  - f. Effective constituency service;
  - g. Continuing graduate work in the field of teaching or administrative responsibility, or post-doctoral studies; or
  - h. Scholarly research.

#### **2.3.4 Professor**

The minimum criteria for the rank of professor include:

1. An earned doctoral degree from a regionally accredited institution, eight years of full-time college/university teaching or college/university administrative experience. For instructional faculty, the doctoral degree should be in an area of study germane to the assignment.  
  
Faculty may substitute four years (of the required eight) of full-time professional non-college/university experience if the experience has been accumulated after the master's degree, CPA, or CMA and is directly related to the assignment. However, four years must be spent at the associate professor level.
2. Established reputation as an exemplary teacher.
3. Evidence of subject matter competence.
4. Effective advising and counseling of students.
5. Positive spiritual influence and leadership.
6. Adherence to faculty contractual agreements.

7. Evidence of collegiality with others in the academic community.
8. Evidence of usefulness to the University in four or more of the following areas:
  - a. Professional recognition and achievement in published scholarly writings or presentation of papers at scholarly meetings;
  - b. Achievement in performing arts;
  - c. Faculty committee work;
  - d. Administrative duties;
  - e. Influence in student relations;
  - f. Effective constituency service;
  - g. Post-doctoral studies; or
  - h. Scholarly research.



## **2.4 Conditions of Faculty Contracts**

The precise terms and conditions of all faculty appointments shall be stated in writing and be in the possession of both the University and the faculty member before the appointment is deemed consummated.

Faculty members, not serving under extended contracts, shall be employed under one-year contracts and reviewed annually for re-employment.

The Vice President for Academic Affairs issues contracts in the spring. Faculty must return contracts to the Vice President for Academic Affairs within fourteen (14) calendar days from the date of the contract or the University may declare the contract void.

## **2.5 Types of Contracts**

The University secures and records its employment relation with teaching and administrative faculty through a contractual relationship. A contract is for a designated period and automatically terminates upon the expiration of that period. Re-employment of an employee after the expiration of a contract is solely within the discretion of the University.

Most faculty members will be offered one of four contract types described below. Adjunct faculty and unranked faculty are given a letter of appointment.

### **2.5.1 Annual Renewable Contract**

Annual renewable contracts are issued to faculty during the first six years of their employment at Mount Vernon Nazarene University. Annual renewable contracts may be issued to faculty in instances where faculty members have not completed graduate hour requirements by the sixth year of employment.

### **2.5.2 Extended Contract**

The extended contract shall be two to five years in duration. (See criteria in "Extended Contract Criteria and Procedure" section below.)

### **2.5.3 Probationary Contract**

A probationary contract is for a designated period not to exceed three academic years and automatically terminates upon the expiration of that period without the need to provide notice of non-reappointment as described in section on "Re-appointment."

### **2.5.4 Terminal Contract**

A terminal contract (indicated at the time of signing) is a one-year contract that terminates employment.

### **2.5.5 Adjunct Faculty Salary Letter**

The services and related payment for service for adjunct faculty are negotiated and recorded by means of salary letter of appointment. The adjunct salary letter designates the agreement for the faculty member to teach a specific course in a specific term of the academic year. It covers a designated period and automatically terminates upon the expiration of that period. Re-employment of an adjunct faculty member after the expiration of the term is solely within the discretion and need of the University.

## 2.6 Extended Contract Criteria and Procedure

Extended contracts shall be recognition that a faculty member has proved himself or herself over a long period to be rendering outstanding service to Mount Vernon Nazarene University. These contracts are not in any way to be deemed automatic, nor are they based exclusively on six years of faculty service.

### 2.6.1 Eligibility Criteria

1. The faculty member shall have completed not less than six academic years of full-time teaching at Mount Vernon Nazarene University, or of equivalent full-time service as an academically qualified administrative officer at the University. A tenured (or extended contract) faculty member transferring from another college/university may be considered for an extended contract status after one academic year of full-time service at Mount Vernon Nazarene University.
2. The faculty member shall have attained a minimum of a master's degree plus thirty (30) additional semester hours (or equivalent quarter hours) of graduate study in an appropriate teaching field or a field approved by the Vice President for Academic Affairs. In achieving this educational preparation, the faculty member is expected to complete the 30 semester hours by the time the Faculty Contract Review Committee votes in the spring semester of the sixth year following initial appointment.

For administrative faculty and coaches, see the section on "Evaluation of Administrative Faculty."

If the additional graduate study is not completed, and if the performance of the faculty member is otherwise satisfactory, the faculty member may be issued one-year renewable contracts until such time as the graduate study is complete. Extended contracts are not offered unless the graduate study requirement is met.

### 2.6.2 Procedure

1. In the fifth year of full-time employment.

In the fifth year of full-time employment, the faculty member is given a performance review by the Faculty Contract Review Committee. If the performance of the faculty member, based upon previous annual reviews, does not appear to warrant the awarding of a five-year extended contract, then the faculty member may be given a one-year terminal contract, or may be advised to anticipate the possibility of an annually renewable contract, or an extended contract for two, three or four years.

2. In the sixth year of full-time employment.

If the performance is judged to be satisfactory when the Faculty Contract Review Committee conducts the extended contract review in the sixth year, the faculty member may be issued an extended contract (2 to 5 years depending on proximity to age 70 or other special circumstances). In the event an extended contract is not recommended, the faculty member may be given a one-year annually renewable contract.

For these reviews, the Vice President for Academic Affairs will provide the Committee with information gathered from the following sources:

- a. Faculty professional growth reports.

- b. Graduate studies completed.
- c. Student evaluations of classroom instruction.
- d. Evaluation reports from the school dean and/or the department chair.
- e. Professional activities (e.g., advising, committee work, participation in professional organizations, etc.).
- f. Research, publications and continuing education.
- g. Performance of administrative responsibilities.

The same procedures and criteria are used for renewal of extended contracts.

### **2.6.3 Extended Contract after age 70**

Extended contracts shall terminate at the end of the contract year in which the faculty member reaches the age of 70. Following the year in which the faculty member reaches the seventieth birthday, he/she may be issued one-year contracts, subject to annual review, until the date of retirement.



## **2.7 Workload for Faculty**

### **2.7.1 Teaching Load**

The normal teaching load is twenty-four (24) semester hours or as allowed by the relevant accrediting body. Courses to be taught, and other duties as may be assigned, are determined annually by the school dean, department chair, Vice President for Academic Affairs, and President, in consultation with each faculty member. The Vice President for Academic Affairs may request a faculty member to carry up to twenty-seven (27) hours, or as allowed by the relevant accrediting body, in an academic year without additional pay. These class credit hours are in addition to the normal advising and committee assignments. Beginning faculty may be granted a lighter load for the first year. Additional pay is given for assignments over twenty-seven (27) credit hours. No reduction in pay is required for temporary adjustments in loads that total less than twenty-four (24) credit hours.

Teaching in summer school is at the faculty member's option. The teaching load carried in summer school is not included in determining the faculty member's teaching load for those with a nine (9) month contract, since faculty members teaching in summer receive additional compensation. A summer salary schedule may be secured from the Academic Affairs Office.

#### **2.7.1.1 Teaching Load Formulas**

The base teaching unit is one 60-minute lecture course. This means one teaching hour, 14 weeks per semester times 2 semesters. The following general formulas are used to establish load definition and to generate extra compensation for overload situations.

1. The normal teaching load is 24 hours per contract year. A faculty member may be assigned up to 27 hours without overload pay. For faculty who teach an evening course as a regular part of the teaching assignment, overload pay begins at 24 hours.
2. Depending on the needs of the department, a graduate course may be a part of the regular teaching load or considered as an overload. For faculty who teach a graduate course as a regular part of the teaching assignment, overload pay begins at 24 hours.
3. Faculty who are hired as nine (9) month full-time members of Adult and Graduate Studies programs the teaching load is 24 credit hours. Credit hour loads for Adult and Graduate Studies courses are determined by the Vice President for Academic Affairs and the Vice President for Adult and Graduate Programs.
4. Faculty who are hired as ten (10) month or eleven (11) month full-time members of the Adult and Graduate Studies programs will have an additional four (4) credit hours teaching load for both the tenth (10<sup>th</sup>) and eleventh (11<sup>th</sup>) months, resulting in a total ten (10) month teaching load of 28 credit hours and a total eleven (11) month teaching load of 32 credit hours.
5. Certificate of Ministry Preparation courses are not considered in the regular teaching load and are paid as an overload on the standard scale.
6. Faculty receive additional compensation for conducting directed studies for summer school, if the faculty member is paid on an hourly basis, if the directed study placed the faculty over 27 semester hours or over 24 semester hours for faculty carrying evening or graduate courses. The rate of payment is \$50 per student credit hour.

7. Three - 3 hour directed studies are equal to one hour in computing an overload. During the regular school year, faculty are paid for directed study loads when the total load is 27 hours or more (24 semester hours for faculty with evening courses.)
8. No overload is paid for committee assignments, independent study or normal academic advising loads (up to 30 advisees).
9. Adjunct faculty and overloads are paid at the rate of \$600 per credit hour. Adjunct faculty and faculty who have the earned doctorate are paid \$720 per credit hour for overloads. The rate for Adult and Graduate Studies adjunct faculty or Adult and Graduate Studies faculty with an overload is \$188 per evening for those with a master's degree, and \$198 per evening for those with an earned doctoral degree. Doctoral faculty teaching in the graduate program receive \$335 per night.
10. Teaching in summer school is optional. Pay is based on student credit hours confirmed on Friday of the first week of class. The pay scale is distributed annually by the Vice President for Academic Affairs, and provides two (2) levels of payments: master's degree, and earned doctorate.

The following special load factors are used in computing a faculty member's teaching load.

1. A 2-clock hour laboratory or tutorial session is equal to 1 credit hour of teaching.
2. Music responsibilities. Six half hour or three one-hour private lessons equal two-semester hours credit (1 half-hour lesson equals .33 hours of teaching load, and 1 student credit hour equals .33 hours of teaching load).

Major ensembles (Collegians Chorale, Treble Singers Women's Chorus, Wind Ensemble) = 1 hour of credit per semester for students and 3 hours of credit per semester for faculty. Minor ensembles (Crusaders Jazz Band, Brass Choir, Pep Band, Goliards, etc.) = .5 hours of credit per semester for students and 1.5 hours of credit per semester for faculty. Piano class (APM1001 and APM1011) is 1 hour for students, and 2 hours for faculty per semester.

Coordinating the "MVNU on the Road" tour is considered an overload and paid from the public relations funds.

3. Intercollegiate athletic responsibilities differ by assignment: Director of Athletics is 12 hours (.50 FTE), athletic trainer is 12 hours (.50 FTE), basketball is 12 hours (.50 FTE), baseball is 9 hours (.40 FTE), golf is 2 hours (.08 FTE), soccer is 8 hours (.35 FTE), softball is 9 hours (.40 FTE), and volleyball is 8 hours (.35 FTE). These load factors include the corresponding sports skill credit.

A one credit hour physical education activity course equals one hour of teaching load.

4. Supervision of six interns is equal to 1 teaching credit hour. Internships in summer are paid by the student credit hour. (One intern equals .167 hours of load.)
5. Education supervision loads are .09 credit hours per student for first and second year experiences, .18 credit hour per student in third and fourth year experiences, and .86 credit hour for each student teacher supervised.

6. School deans receive a twelve (12) hours (half-time) load reduction during the 9-month academic year and are paid for an additional 10<sup>th</sup> month “flex-time” assignment in the summer for designated administrative responsibilities. An eleventh (11th) month may be added for additional teaching.
7. Department chairs receive no reduction of teaching load (except for the year a departmental self-study is due), but are compensated at the rate of \$750 extra pay per academic year.
8. Drama production, including the supporting practica, is equal to 6 hours.
9. Radio station supervision, including the supporting practica, is equal to 5 hours. Additional compensation of \$1,000 is given for supervision during vacation and summer periods.
10. Directing the Art Gallery is compensated as a \$1,500 overload.
11. Directing the Honors Program is equivalent to three (3) hours annually. Coordinating the honors course is also equivalent to three (3) hours annually. This may be compensated with an additional month to the contract
12. Advising and supervising graduate students on research projects is computed at 1 hour for three (3) students.
13. Clinical teaching load for nursing faculty is detailed in the Nursing Department’s faculty handbook.

### **2.7.2 Meeting Classes**

Faithful and prompt class attendance, and efficient time utilization in class are expected of a faculty member. Whenever some professional activity necessitates absence from class, this should be cleared with the Vice President for Academic Affairs, school dean, and department chair in advance, and satisfactory arrangements made for substitute instruction. In the case of illness and other emergencies, the Vice President for Academic Affairs, school dean, and department chair should be notified immediately so that the proper arrangements can be made for the classes involved as provided in the section on “Faculty Absence from Campus.”

### **2.7.3 Office Hours and Accessibility to Students**

Although the very nature of college/university teaching provides for flexibility of schedule and also requires much work beyond the immediate class duties, it is important that faculty members maintain regular office hours and accessibility for student conferences. A goal of ten hours per week should be made available for conferences with students. When faculty members do not have other academic commitments, they should be available during the normal workday for committee work, conferences and other University activities. Available hours for student conferences should be posted and observed by the faculty member. Whenever class schedules and other duties require the faculty member’s absence from the office, he/she should leave word with the secretary as to where the instructor can be found. Smallness of college/university size does not guarantee close contact between members of the faculty and student body, but an attitude of caring and sharing does.

For effective service to students, it is important that faculty with academic advising responsibilities be in their offices and available to students during the fall and spring registration periods.

#### **2.7.4 Course Planning and Implementation**

The individual faculty member is responsible for the preparation and successful execution of his/her duties as a teacher, including the choice of text materials, preparation of course syllabi and bibliographies, choice of effective teaching methods, maintenance of accurate and orderly grade and attendance records, evaluation of student performance in the light of the faculty member's standards based upon good academic practices, and the day by day administration of the work of the courses. In those cases in which sections of the same course are administered by different instructors, the faculty members involved should cooperate in the course planning to ensure efficient and consistent coordination of their efforts.

### **2.7.5 Class Schedule**

The class day begins at 8:00 a.m. So far as possible, classroom assignments and hours will be drawn up with every consideration for convenience and need, but the faculty's assignment may be distributed throughout the available hours. Many factors, such as size of class, equipment needed, etc., must be considered. Consequently, any requests for changes should be carefully considered and discussed with the school dean, department chair, and Vice President for Academic Affairs.

### **2.7.6 Registration**

Faculty members are expected to be available to serve advisees during the periods of registration. It is imperative that this important process goes as smoothly and rapidly as possible.

### **2.7.7 Faculty Meetings and Committee Service**

Regular monthly faculty meetings (Faculty Assembly) are scheduled by the Vice President for Academic Affairs. These meetings should be placed on individual calendars with conflicts avoided as much as possible. Special meetings will be called when necessitated by pressing business or when occasioned by the presence of visitors meriting the assembling of the entire faculty. Faculty members should serve on committees when appointed or elected. The standing committees will have regular meetings with other meetings called as deemed necessary by the committee chairperson.

### **2.7.8 Advising Responsibilities**

Most full-time faculty members are assigned a group of student advisees, chosen whenever possible to coordinate with the academic specialization of the faculty members and the expressed academic interests of the students. The faculty member serves as an interested advisor in academic, personal and spiritual problems that do not require specialized or professional consultation. In this regard the faculty member should feel free to refer students to other members of the University faculty and administrative staff for assistance in specialized needs. Personal problems that call for professional attention should be referred to the Director of Counseling and Wellness.

### **2.7.9 Sponsorship of Student Organizations**

From time to time a faculty member is asked to serve as sponsor and advisor to a student organization such as the Student Government Association, *Lakeholm Viewer*, *Enerazan*, one of the classes or societies or of a co-curricular club. Cooperation with such requests is encouraged. Normally a faculty member will not be approved for more than one major sponsorship. Faculty sponsors should work closely with the Director of Campus Community Life in order to advise the particular organizations within the policies established through that office. The Student Development staff prepares a handbook for student organizations which lists the major areas of concern and responsibility for faculty sponsors as well as listing the authorized student organizations for the academic year. Faculty should be familiar with this handbook.

### **2.7.10 Chapel Attendance**

Faculty chapel services are held on Mondays. General chapel services are held on Wednesdays and Fridays. Attendance at these services is required of faculty. During the January interim, faculty chapels are conducted on Tuesdays, and general chapels are conducted on Thursdays.

### **2.7.11 Academic Convocations**

Faculty are required to participate in academic convocations including, but not limited to, commencement activities unless excused by the Vice President for Academic Affairs or President. The regalia are provided through the Vice President for Academic Affairs Office.

### **2.7.12 Records and Reports**

Faculty members are required to provide official transcripts of all college and university work; this file is kept in the Academic Affairs Office. Copies of the faculty contracts are retained by the President, the Vice President for Academic Affairs, and the Vice President for Finance and Treasurer. Copies of all course syllabi must be submitted to the Academic Affairs Office each term.

Each faculty member is responsible for keeping class attendance and grade records for his/her courses. Faculty have access to the *Electronic Gradebook* through *BlackBoard*. In addition, a standard grade book is provided by the University upon request; copies are available from the Academic Affairs Office. Grade books are to be retained by the Office of Academic Records and Registration as a part of the permanent files and a photocopy retained by the faculty member for personal records. Sufficient information must be recorded to permit the tracing of the assignment of the final grade for every student. The class roll is made from the official printout from the Academic Records and Registration Office. Enrollment in the class is not official unless the student's name is on this list. The student should be asked to see the University Registrar to correct any enrollment error and should not be continued in class until this is completed.

All grades are to be submitted to the Academic Records and Registration Office. Unofficial grade reports are required at the mid-point of the fall and spring terms. The unsatisfactory grade warnings and mid-term grades are unofficial in the sense that they are not made part of the student's permanent records. Due dates for these reports are printed in a communication from the Academic Records and Registration Office. Care should be exercised to plan tests and major assignments so that the reports can be submitted when requested. It is not feasible to process the grades and release them to the students until the reports have been received from the entire faculty.

Final grades are reported on forms supplied by the Academic Records and Registration Office, as soon as possible following the final examination for the course and no later than the due date established by the University Registrar. These grades are entered into the permanent records of the students. Final grades may be changed only because of the discovery of error in computing the grade; any change must be requested in writing by the instructor.

### **2.7.13 Library**

Faculty participation is solicited in the selection of books and periodicals for the library; request forms are available from the library staff. Faculty members should periodically review the library holdings in their disciplines in order to plan properly for library growth as well as to effectively utilize the collection. Faculty members should keep their school representative on the library committee aware of their needs. That committee allocates book budgets by discipline and gives faculty guidance in library support services. The library committee reports to the faculty on a regular basis for approval of policy and to keep the faculty informed concerning library operations. Library use by the students should be encouraged both by appropriate assignments in their course and by developing meaningful bibliographies for each course.

#### **2.7.14 Policy Concerning Outside Employment**

1. Faculty under full-time contract shall not hold other full-time positions and continue to be paid in full by the University.
2. Prior to acceptance of any kind of regular, additional employment, it must be approved by the Vice President for Academic Affairs and the President, and is subject to annual review. Any approval must be confirmed in writing.
3. Responsibilities assumed under contract to the University shall take precedence over the demands of any secondary employment.
4. Less regular activities, such as speaking and preaching assignments, etc., should be accepted wisely so that the teaching or administrative responsibilities will not be jeopardized. If classes are to be missed, the faculty member must obtain approval from the Academic Affairs Office before accepting any such outside assignment.

#### **2.7.15 Policy Concerning Outside Consulting**

Regular consulting is considered outside employment and subject to appropriate notification and approval. Consulting is subject to annual review and any approvals will be confirmed in writing. Consulting by faculty is normally limited to one-half day per week.



## **2.8 Working Conditions**

### **2.8.1 Faculty Office Space and Equipment**

The University provides, to the extent possible, office space and equipment, including desk, chair, and bookshelves, for each full-time member of the faculty. The University will try to provide shared space for part-time faculty teaching at least half-time on a space available basis only.

### **2.8.2 Student Help for Office and Laboratory**

Each spring the Financial Aid Office will provide each administrator, school dean, department chair and staff supervisor a form for requesting student workers for the next academic year. The supervisor will be requested to list the names of returning workers, the number of hours each of these students will be needed, the names of currently enrolled students to be employed, the number of hours students will be needed, and the number of students and hours to be filled by new workers. The Financial Aid Office will then make the work assignments and notify both the student and the faculty member. The workers will be assigned with the approval of the school dean or department chair. Requests for additional workers during the year must be made in writing on forms provided by the Financial Aid Office.

### **2.8.3 Creative Works Policies**

#### **2.8.3.1 Copyright Law Compliance**

All employees of Mount Vernon Nazarene University, including but not limited to staff, faculty and administrators, shall conduct their activities on behalf of the University, including but not limited to any research or writing activities, in such a fashion so as to meet and comply with all the requirements of the United States copyright laws and regulations (Title 17 U.S.C.)

As a condition of employment, each employee agrees to accept responsibility for reading and understanding the applicable requirements of the copyright law and for complying with those requirements. In the event that a copyright infringement occurs as a result of the acts of an employee, if the employee is able to demonstrate good faith compliance with the law, as determined by the University, the employee shall not be required to indemnify the University for any damages, judgments, or costs which may be obtained against the University for the acts of the employee.

If, however, an employee willfully, intentionally, negligently, or without good faith violates the copyright provisions, the employee shall be solely liable for all losses, damages, judgments, and costs of whatsoever kind or nature that may be incurred. Should Mount Vernon Nazarene University, its officers, employees or agents, be named in any legal or equitable action arising from such wrongful infringement, the employee agrees to save, hold harmless, and indemnify each of them against all losses, damages, fees (including attorney's fees), or other penalties, monetary or otherwise, that may be incurred as a result of such conduct.

#### **2.8.3.2 Interest in Creative Works**

It is the policy interests in creative works of Mount Vernon Nazarene University not to interfere with the long-standing and traditional rights of the faculty and staff to write, create, produce or otherwise generate, works or products which are copyrightable, patentable, or of commercial value, on their own initiative. Any such materials written, created, produced or otherwise generated by a member of the faculty or staff shall remain the exclusive property of the faculty or staff member, and that person shall have the sole right of ownership and disposition, unless the materials are written, created, produced or otherwise generated "for hire."

Materials written, created, produced or otherwise generated “for hire” are defined as inventions, creations, manuscripts, or other works or things of commercial value which are written, created, produced or otherwise generated by persons, including but not limited to faculty and staff members, who are: engaged by the University specifically to write, create, produce or otherwise generate such materials or to conduct the research or other activity which produced anything included in the material(s); are released from other University responsibilities in order to write, create, produce or otherwise generate the materials; or, engage a substantial use of University resources in the writing, creation, production or generation of the materials. Any copyrightable, patentable or otherwise commercially valuable materials written, created, produced or otherwise generated “for hire” shall belong completely and exclusively to the University subject to this policy.

Copyrightable materials include but are not limited to books, pamphlets, brochures or other printed materials; films, video or audio tapes; computer programs or computer-based instructional materials; musical compositions; and any and all other copyrightable materials covered by the copyright laws of the United States or any foreign government, as amended. Patentable works include but are not limited to inventions, creations and any and all things patentable under the patent laws of the United States or any foreign government, as amended. Materials of commercial value are any materials that the University, in its sole discretion, determines to have commercial value.

Materials written, created, produced or otherwise generated pursuant to or under the sponsorship of an outside agency or governmental grant shall be subject to the copyright, patent and exploitation terms and conditions of said grant, contract or agreement. If no such terms and conditions are stated, then the materials produced by the faculty or staff member shall be subject to the terms of this policy.

Faculty or staff members who write, create, produce or otherwise generate copyrightable, patentable or other commercially valuable materials using University resources shall be governed by the following principles in determining what constitutes “substantial use” of resources:

1. The following resources may be used by faculty and staff members for their creative and/or intellectual pursuits at institutionally authorized levels without accounting for “substantial use” under this policy:
  - a. Personal office space;
  - b. Local telephone calls;
  - c. Typewriters (but not secretarial service);
  - d. Personal computers;
  - e. Word processors;
  - f. Library facilities; or
  - g. Other faculty or staff members as consultants.
  
2. The following resources, when used by the faculty or staff member for the writing, creation, production or generation of copyrightable, patentable, or commercially valuable materials, shall constitute “substantial use” of University resources and the faculty or staff member shall keep accurate and detailed records reflecting his or her use of the resources. Records of utilization must include actual hours or quantity of use and estimated or actual cost or value of each resource used:
  - a. University secretarial services;
  - b. Plant and animal specimens;
  - c. University supplies including but not limited to paper, copying costs, etc.;
  - d. Chemical supplies;
  - e. Long distance telephone calls;
  - f. “WATS” line telephone calls;
  - g. Video movie cameras;

- h. TV studio (personnel and supplies);
- i. Postage;
- j. Mainframe computer;
- k. Computer software, 16mm films, video/audio tapes;
- l. Blank diskettes, film, video and audio tapes;
- m. Electronic music synthesizers; or
- n. Any other University resource not included in "Section 1" above or any resource used at greater than institutionally authorized levels.

Any faculty or staff member who writes, creates, produces or otherwise generates any copyrightable, patentable or potentially commercially valuable materials while in the employ of the University shall submit a written statement to the Creative Works Committee describing the circumstances under which the materials were generated and the circumstances under which the University resources have been or will be utilized, the extent of the utilization, and the necessity of the use.

The Creative Works Committee shall, within thirty (30) calendar days following the submission of the written description, make a decision and notify in writing the faculty or staff member whether the materials were written, created, produced or otherwise generated "for hire". If the Committee finds that the materials were not written, created, produced or otherwise generated "for hire," the University shall have no rights as to the materials. In such a case the University shall relinquish all of its rights to the materials by a written waiver of rights signed by the President of the University or the designated agent.

If, however, the Committee finds that the materials were written, created, produced or otherwise generated as works "for hire," the materials shall then become the property of the University according to the terms and conditions of this policy. The faculty or staff member shall assign all of his/her rights to the University by a written assignment and, in the case of a refusal to sign, does, as a condition of employment, appoint the President of the University, as his/her attorney-in-fact, to execute an assignment on behalf of the faculty or staff member in accordance with the terms of this policy. The faculty or staff member, upon such assignment of rights, shall be entitled to receive 30 percent of the net profits (amount received by the University less all University costs attributable to the writing, creation, production, generation and/or exploitation of the materials) derived from any commercial exploitation or dissemination of the materials.

A faculty or staff member may voluntarily offer or dedicate materials to the University for the securing of a copyright or patent and/or the subsequent exploitation of the materials under University aegis. If such an offer or dedication is accepted by the University, the faculty or staff member shall assign all of his/her rights in and to the materials to the University and shall thereafter be entitled to receive 50 percent of the net profits, as defined above, if any, derived from the commercial exploitation or dissemination of the materials.

When the University has obtained rights of whatsoever kind or nature in copyrightable, patentable, or commercially valuable materials which have been written, created, produced or otherwise generated by faculty or staff members, then the terms and conditions of this policy shall be binding upon all parties in regard to the copyrightable, patentable, or commercial valuable materials until all of the following conditions have been met:

1. For a minimum of seven (7) calendar years from the date of assignment.
2. Until such time as the University has recovered all the expenses and costs attributable to the writing, creation, production, generation and/or exploitation of the materials;

3. For so long as the faculty or staff member is employed by the University plus an additional 3 calendar years from the calendar date of cessation of employment for whatever reason.
4. Until the University's copyright, extent or contract rights expire.

### **2.8.3.3 Policy Revisions**

Copyright and patent law is a constantly changing area. Due to changes in the laws which may occur, this policy may undergo revision from time to time in order to adapt to the legislative changes or differing interpretations of the laws. The policy shall be reviewed annually by the Committee that shall recommend necessary changes to the President of the University. All faculty and staff shall receive updated information on the changes as they occur.

### **2.8.3.4 Creative Works Committee**

A standing Creative Works Committee shall be established by the University in order to administer this policy. The Committee members shall be appointed by the President and shall serve at the pleasure of the President. The Committee shall consist of five (5) members composed as follows:

1. Two (2) administrators.
2. Three (3) faculty members with publication credentials or strong research interests or strong creative works records.

The Committee shall operate in accordance with *Roberts' Rules of Order*. Committee members with a conflict or potential conflict of interest shall excuse themselves from Committee service to the extent of the conflict. All vacancies on the Committee shall be appointed by the President. All questions concerning Committee operations or decisions shall be finally determined by the President.

### **2.8.3.5 Sale of Employee Created Materials to University Students**

Faculty and staff members often create materials in which they hold commercial interests and which might be used in courses or programs that the faculty or staff member is teaching or administering for the University. It is the policy of the University that: faculty or staff members may require students to purchase materials in which the faculty or staff member holds a commercial interest for courses taught or programs administered by that faculty or staff member. In this situation, however, the faculty or staff member shall assign all income rights, for all of the materials sold, to the University. Any income thus received shall be placed in a special fund that shall then be made available by application to faculty and staff members in order to promote research, publication, or other creative efforts.

### **2.8.4 Contagious and Infectious Disease Policy**

Mount Vernon Nazarene University recognizes that certain contagious and infectious diseases jeopardize the health, welfare, and safety of the individual as well as all members of the community. When these conditions occur, the situation may produce a diverse effect upon the academic and residential community. Contagious and infectious diseases shall consist of any and all forms of disease that pose a health hazard to the people on the Mount Vernon Nazarene University campus by virtue of their ability to spread and cause morbidity and mortality to those people. The University also recognizes the importance of maintaining individual confidentiality while protecting the population of the University. The following are policies and procedures that

seek to assure confidentiality, health and safety, with regards to contagious and infectious diseases:

1. The President will appoint a Contagious and Infectious Disease Committee to administer policies and procedures. Composition of this committee will include the Vice President for Finance and Treasurer, Vice President for Academic Affairs, Vice President for Enrollment Services, Director of Student Health Services, and Director of Counseling and Wellness.
2. All employees and students who have been diagnosed to have a contagious or infectious disease that is a threat to the health, safety, and welfare of the individual or other members of the University community, are required to inform the Director of Student Health Services who carries institutional responsibility for the implementation of the contagious and infectious disease policy.
3. While Mount Vernon Nazarene University will not presently undertake a program for screening newly-admitted, current students, or newly hired or current employees for contagious or infectious diseases, the University reserves the right to require a physical and testing when there is reasonable cause.
4. The classroom attendance, residence options, and other campus participation of a student and the employment duties of a faculty or staff member with a contagious or infectious disease that poses a threat to the health, safety, and welfare of other members of the community will be considered by the Contagious and Infectious Disease Committee on a case-by-case basis in a manner that maintains confidentiality and safety of the individual. This committee makes its recommendations to the University President who consults with legal counsel as appropriate. The following shall also be taken into consideration: the status of the individual's overall health, the threat of infection to other members of the community, the status of the disease, the individual's cooperativeness with University and health officials, the individual's lifestyle, and the individual's concern for others.
5. Exclusion may be necessary when the individual, based on the best medical advice available, presents a risk of infection to others, or would himself/herself be subjected to serious risk of infection from others. When exclusion is necessary, the University will maintain confidentiality and deal with the individual in a manner that exemplifies compassion and concern.
6. It is a standard requirement that the University will adopt safety procedures for the handling of fluids such as urine, blood, and saliva since many diseases can be transmitted from infected persons to others by coming in contact with these substances. Disinfection of classrooms, laboratories and other areas will be maintained according to accepted standards and procedures as outlined in the University's *Blood Borne Pathogens Procedures Manual*.
7. University administration and staff will keep to an absolute minimum those who are aware of an individual who has a contagious or infectious disease to protect the confidentiality and privacy of the infected individual. Confidentiality will be maintained under the requirements of the health regulations of the State of Ohio. The Contagious and Infectious Disease Committee will strictly observe public health reporting requirements.
8. Any Mount Vernon Nazarene University faculty, staff, or student who has been diagnosed or has tested positive for a contagious or infectious disease that is a threat to the health, safety, and welfare and does not honor the University policies and procedures, engages in conduct known to result in the infection of others or ignores specific instructions as set forth will be subject to dismissal.

9. The University's Contagious and Infectious Disease Committee will provide education and information, and counseling services to increase awareness and to deter the spread of contagious and infectious diseases. This preventative program will emphasize the recommendations of the public health services. (This policy was adopted by the President's Administrative Cabinet on August 17, 1994.)

#### **2.8.5 Drug-Free Workplace**

In keeping with the religious heritage of the Church of the Nazarene and in keeping with applicable federal, state and local statutes, it is the policy of Mount Vernon Nazarene University to provide its employees and students a drug-free campus environment. The Church of the Nazarene and Mount Vernon Nazarene University affirm that abstaining from the use of alcohol, tobacco and non-medical uses of controlled substances is the positive ideal for persons and communities. A copy of the Drug-Free Workplace policy is available on the University's web site.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, alcohol or tobacco is prohibited at the University or while representing the University to the public. Faculty must abide by this policy as a condition for continued employment. Violations of this policy will cause suspension or dismissal.

Faculty are required to report any conviction under a criminal drug statute while on the University campus no later than five days after the conviction to the Vice President for Academic Affairs.

#### **2.8.6 Hazardous Waste Disposal**

Employees who handle toxic or hazardous substances on behalf of the University are required to maintain, use, and dispose of such substances in accordance with applicable state, federal and local laws and regulations as a condition of their employment. The employee may obtain assistance in ascertaining his/her obligations under these laws and regulations from the Director of Facilities Management. Any employee who violates any such laws, unless such violation occurs despite reasonable reliance upon advice given by the University shall be deemed to have acted outside the scope of his/her authority.



## **2.9 Recruitment, Appointment and Orientation**

### **2.9.1 Recruitment**

#### **2.9.1.1 Position Approval**

All vacant positions must be budgeted and approved for hiring prior to recruitment and appointment. Such approval must be obtained from the Vice President for Academic Affairs.

#### **2.9.1.2 Position Description**

All faculty positions must have an approved description on file in the Academic Affairs Office prior to recruitment and appointment. Such description must contain all manifestly job-related criteria necessary for successful performance of the duties and responsibilities of the position.

If previous professional experience is required, the nature and extent of it will be described in the original position description.

#### **2.9.1.3 Recruitment**

Recruitment must be conducted in compliance with the equal opportunity commitments of the University. Employees and agents of the University are prohibited from violating applicable federal, state or local nondiscrimination laws in conducting recruitment activities on behalf of the University.

### **2.9.2 Appointment**

#### **2.9.2.1 Offer of Employment**

Offers of employment may only be extended in writing and must be approved in advance by the President. No written contract of employment is valid and binding on the University unless and until signed by the President or his/her duly authorized designee and the Board of Trustees.

For salary and rank purposes, the President in consultation with the Vice President for Academic Affairs, the school dean, and/or the department chair will define “years of related experience” and communicate it in writing to the teaching or administrative faculty member at the point of initial employment.

Should there be a change in the teaching and/or administrative assignment, previous work related experience will be re-evaluated in light of the new responsibilities. Results of the re-evaluation will be communicated in writing at the point of appointment to new responsibilities.

#### **2.9.2.2 Appointment Forms**

All appointments shall be documented on forms approved by the University. Any terms or conditions of employment contrary to the provisions of this chapter must be specified in writing on the appointment form. No oral commitments or representations shall be binding on the University.

### **2.9.3 Orientation**

On the first day of Faculty Institute all new faculty are required to participate in a new faculty orientation session conducted by the Vice President for Academic Affairs.

In addition, throughout the first year it shall be the duty of each school dean to orient each new faculty member under his/her supervision to the policies, regulations and procedures of the University, to the school and the job duties and responsibilities of the faculty member's position. The department chairs have a similar role to mentor the new faculty member within the context of the academic department. Thereafter, it shall be the obligation of the faculty member to inform the school dean or department chair if further orientation is necessary or desired.

## **2.10 Non-Discrimination**

Mount Vernon Nazarene University does not unlawfully discriminate on the basis of race, color, sex, national origin, handicap, age, ancestry or veterans status in administering its employment policies and practices.

Mount Vernon Nazarene University requires as a condition of employment that all employees subscribe to the ethics and standards of the Church of the Nazarene and conduct their lives in accordance therewith.

## **2.11 Severance**

### **2.11.1 Severance Due to Resignation**

Letters of resignation shall be submitted to the Vice President for Academic Affairs and the President. A copy should also be sent to the Human Resource Office.

A faculty member may resign his/her present contractual duties prior to the termination date of the contract only with the consent of the University.

A faculty member employed on an annual contract or having an extended contract may resign his/her appointment for an ensuing contract year if written notice is given to the President or Vice President for Academic Affairs by the 15th day of the month of April preceding the first day of the contract term or by the 30th day after acceptance of the appointment whichever is later in time, or, otherwise with the consent of the University.

### **2.11.2 Severance Due to Retirement**

There is no mandatory retirement age. However, for pension benefits, the normal retirement age for faculty is age 65. All persons employed, regardless of age, are subject to the same job-related employee review process.

A retiree eligible for benefits is defined as: A full-time nine to eleven (9-11) month faculty member or full-time eleven (11) month administrative faculty member, completing ten (10) consecutive years of full-time service to Mount Vernon Nazarene University and retiring at age 62 or older.

If the birth date occurs during a contract term, the faculty member normally shall retire effective with the last day of the contract term. On the date of retirement all employment rights and benefits held by the faculty member shall terminate except those rights vested as of the date of retirement under any pension program provided by the University. Any post-retirement employment of a faculty member will be at the option of the University and subject to terms and conditions established in the sole discretion of the University. All persons employed, regardless of age, are subject to the same job-related performance appraisal process.

### **2.11.3 Non-Reappointment**

To facilitate the relocation of faculty members who are not rehired, the University agrees to provide notice of its intent not to rehire any faculty member serving on an annual renewable or extended contract in accordance with the following schedule:

1. For a faculty member with less than one academic year of service to the University, notice will be provided on or before March 1 for a contract expiring at the end of the academic year, or for a contract expiring at any time other than at the end of the academic year, notice will be provided at least three (3) months in advance of its expiration date.
2. For a faculty member who has completed more than one but less than two (2) academic years of service with the University, notice will be provided not later than January 15 of the second year of academic service, or, for a contract expiring at any time other than the end of the academic year, notice will be provided at least six (6) months in advance of its expiration date.
3. For a faculty member who has completed more than two (2) years of service with the University, notice will be provided at least twelve (12) months in advance of the faculty member's last day of employment by the University.

If the University is deficient in providing the notice stipulated above, the faculty member will be entitled to receive, at the election of the University, either an extension of his/her employment for a period of time equal to the deficiency or severance pay in an amount equal to that which would have been received during a period of time equivalent to the period of notice deficiency.

### **2.11.4 Layoff/Reduction in Force**

If, in the judgment of the Board of Trustees, it becomes necessary to reduce the size of the University staff, the Board may, notwithstanding any other policy or regulations, terminate contractual rights of employees.

Within a department, faculty on extended contracts shall be given preference for retention subject to the need to retain personnel with skills necessary to maintain a balanced curricular program. In the event a person with an extended contract has to be laid off during reduction in force, he or she shall be preferred for re-employment for any faculty position for which he or she is qualified which becomes available during the remainder of the academic year or the next academic year.

### **2.11.5 Discharge for Cause**

The contractual rights of any faculty member may be terminated and the faculty member discharged at any time during his/her term of contract for just cause. Just cause is defined to mean the following:

1. Conviction of a felony or misdemeanor under the laws of the United States, or any political subdivision thereof, which renders the employee unfit for further employment at this University as determined by the Board of Trustees;
2. Violation of the General Rules and the Special Rules of the current Church of the Nazarene *Manual*;
3. Neglect of duty;
4. Material breach of contractual duties and responsibilities;

5. Inefficiency, incompetence or any cause that renders the employee incapable of performing his/her contractual duties at an acceptable level; or
6. Any other legally just cause.

When the University deems the circumstances to warrant, it may for just cause suspend either temporarily or for the remainder of the contract term any contractual right(s) of the faculty member without effecting discharge. Any such action, however, will not waive the University's right to terminate all contractual rights and effect discharge for the same cause and occurrence.

Any termination of contractual rights and/or discharge during the faculty member's contractual term shall be initiated by written notice directed to the faculty member from the Board of Trustees, the President or an authorized administrator specifying the conditions of the termination and/or discharge. The notice shall specify the cause(s) and the allegations supporting the cause(s) upon which the action is based. In the case of a faculty member, a conference with the President shall be held within ten (10) working days after issuance of the written notice.

At any appropriate point in the process of suspension, the President may appoint an Investigation Committee composed of three to five (3-5) extended contract faculty and which may include administrative faculty. The purpose of the committee shall be to investigate and determine any facts related to the cause(s) for the termination and/or discharge. The committee shall conduct its investigation pursuant to and under a mandate issued by the President and shall issue its findings to the President. The committee may compel the attendance of any staff member of the University, other than officers and Trustees, who shall be obligated as a condition of their employment to appear and give testimony unless such is otherwise privileged or excused by law.

If a conference with the President is conducted, the faculty member shall be notified in writing of the President's final determination. If the faculty member does not confer with the President, the termination and/or discharge shall become effective within ten (10) days of the date of issuance of the notice letter, at such date as is specified in said letter, or as otherwise specified by the President, whichever is later in time.

A faculty member who has conferred with the President may request the Faculty and Education Committee of the Board of Trustees to review the termination and/or discharge. Any such review must be requested within ten (10) working days of issuance of the President's final determination. Review by the Faculty and Education Committee rests within the sole discretion of the Committee and, if granted, will be limited to conditions and procedures outlined by that Committee. If review is not granted, the President's final determination shall be the final decision of the University.

Any faculty member who is discharged shall be provided not less than thirty (30) nor more than sixty (60) calendar days severance employment or payment, as determined by the University, provided that the University's obligation for severance shall terminate upon the expiration of the severance term or the faculty member's obtaining of other employment, whichever shall first occur.

If at the time written notice of termination and discharge is issued, the President determines that good cause exists for removal of the faculty member from his/her duties, the President may immediately suspend with pay the faculty member from all duties pending a final determination.

#### **2.11.6 Exit Interview**

An exit interview must be arranged with the Human Resources Office prior to conclusion of employment. This is necessary to complete information for the permanent file as well as to assist

faculty transition, to complete employee benefit changeover and to settle payroll advances, credit cards, keys and University-furnished equipment.



## **2.12 Faculty Ethical Rights and Responsibilities**

### **2.12.1 Academic Freedom**

Mount Vernon Nazarene University is committed to the pursuit of truth and holds that the search can be made within the framework of Christian values. It holds that truth can be pursued and accepted within a moral dimension. It is the duty of faculty members to discuss course material as fully and fairly as possible. A faculty member is free to examine and discuss with students different points of view relative to the subject matter involved, but in the teaching role a faculty member may not advocate a position contrary to the doctrinal statement or standards of conduct that is annually affirmed. Controversial matter not pertaining to the academic discipline of a given faculty member is not appropriate material to introduce in the classroom.

The faculty member is entitled to freedom of research and publication in areas of his/her subject matter competence. It is a faculty member's obligation not to abuse this position to the detriment of the University in published materials.

A faculty member is entitled to the freedom of community life accorded to any responsible citizen. The University encourages productive community activities and affirms the freedom of speech to which each citizen is entitled. It does not allow a faculty member to speak in an official capacity as a representative of the University unless he/she is specifically authorized to do so by administrative or trustee action. Faculty members should keep in mind at all times that even though they have the freedom of citizenship, they also have a continuing obligation as members of the teaching profession and as faculty members of Mount Vernon Nazarene University. The faculty member will be given support by the administration against unfair and/or unwarranted attacks.

### **2.12.2 Faculty Duties**

Article VIII, Sections 3 and 4 of the *Bylaws* for Mount Vernon Nazarene University defines the composition and duties of the Faculty:

#### **SECTION 3: The Faculty of the University.**

Paragraph A: The faculty of the University shall be composed of the President of the University, the senior administrative officers, the school deans, the various professors, associate professors, assistant professors and instructors, librarian, director of records and registration, and other such staff members as shall be designated by the President.

#### **SECTION 4: Duties of the Faculty.**

Paragraph A: The faculty shall prescribe, subject to the approval of the Board of Trustees, requirements for admission, courses of study, conditions of graduation, nature of certification, diplomas and degree to be conferred, rules and methods for the conduct of the educational work of the University, and shall recommend to the Board of Trustees, through the President, candidates for certificates of graduations, diplomas, and degrees. The faculty shall prescribe the rules for regulation of student publications, musical and literary clubs, subject to the approval of the President.

Paragraph B: The faculty shall hold regular meetings during the University terms and shall keep a true and full record of all proceedings. The President of the University shall be the Chairman, *ex officio*, of all faculty meetings. If the President shall be absent from the faculty meetings, he shall appoint the Vice President for Academic Affairs to preside for him and this person shall be responsible to the President of the University. The faculty shall make such other rules of procedures and provide for such committees as shall be required.

In addition, the faculty member has deep responsibilities of an exemplary nature as:

1. An example of scholarship: Thorough, growing, and ever seeking to relate his/her discipline to the total structure of human knowledge. The faculty member is looked upon both by the students and colleagues as an expert in the instructor's chosen field of study.
2. An example as a teacher, motivated by love of the instructor's subject and ever seeking effective ways to challenge students to strive for mastery and understanding in their studies.
3. An example of dedicated Christian service by one who has come to grips with intellectual and spiritual problems, finding through the faculty member's quest an abiding and deepening faith that God is working as Creator and Redeemer in human affairs.
4. An example of a dedicated and loyal church-person, committed to the basic doctrine of the supporting denomination, observant of the standards of personal behavior taught by the Church of the Nazarene, and concerned for the vitality and relevancy of the message of the church to people in all walks of life.

In short, the faculty member in a Christian university is to be to the students a credible image of the values of scholarship and Christian commitment. This is a large order, but it is also one that is exhaustless in its potential for personal fulfillment and service. The success of a university is measured in these terms.

### **2.12.3 Statement on Professional Ethics**

The educational enterprise and mission of Mount Vernon Nazarene University grows out of the conviction of the possibility and importance of a distinctly Christian understanding of life. This educational commitment is extensive and broad-domained as it seeks the development of the total person. To fulfill this commitment, Mount Vernon Nazarene University students are guided in the pursuit and acquisition of knowledge, encouraged in the formation of essential vocational and avocational skills, disciplined in the development of Christian attitudes, values, and meaning of life, instructed in social competence, spiritually and morally transformed through a personal encounter with God through Christ, and nourished to a wholesome self-discipline.

The earnest desire of Mount Vernon Nazarene University is to produce an educational environment that is academically demanding, morally alert, personally disciplined, socially sensitive, and spiritually dynamic. The University endeavors to equip the student of today to be the leader-servant of tomorrow as the graduate lives and works responsibly, creatively, and redemptively in society.

The faculty of the University serves as a central and integral segment of the students' educational environment, with the environment being no better than the preparation, commitment, and conduct of the faculty. Whoever chooses to become a member of the University faculty, regardless of whether the faculty member's duties are administrative or instructional, assumes that obligation to conduct oneself in accordance with the ideals of the University. In the following principles the term "faculty member" is used to denote anyone holding faculty status, whether administrative or instructional. As a guide for Mount Vernon Nazarene University faculty members, the following "Statement" is considered as the standard of professional ethics for all faculty members of the University.

#### Principle One – Faculty-Student Academic Interaction

A major responsibility of the faculty member is to guide the student in the pursuit of knowledge and acquisition of skills. To fulfill this obligation, the faculty member will:

1. Stimulate and encourage a high standard of scholarship in the continuing search for truth.
2. Encourage the student to develop a well-integrated life intellectually, socially, spiritually, physically and culturally.
3. Aid the student in developing an understanding and appreciation of the responsibilities and privileges of the Christian approach to life.
4. Encourage the student to practice intellectual honesty and rigor.
5. Acknowledge significant contributions and assistance from the student.
6. Display an enthusiastic attitude and teaching style that encourages the student's appreciation of the merits of the faculty member's discipline.

#### Principle Two – Faculty-Student Career Counseling Interaction

The faculty member serves as a Christian role model to assist the student in determining a life's work and mission in whom the student can best serve Christ, the Church, and fellow persons.

#### Principle Three – Faculty-Student Personal, Social, and Professional Interaction

The faculty member serves as a Christian role-model to assist the student in developing wholesome attitudes, sensitivity to other persons' needs, and personal values which exemplify Christian character with both the faculty member and the student recognizing the importance of cultivating professional conduct. To fulfill this obligation, the faculty member will:

1. Deal justly and impartially with all students.
2. Respect the confidential nature of the relationship between the student and faculty member.
3. Avoid any exploitation of the student for the faculty member's advantage.
4. Avoid the involvement of the student, outside due process and committee work, in controversial issues of programs, policies and curriculum.

#### Principle Four – Faculty-Church-University Interaction

Faculty members of Mount Vernon Nazarene University are to be in harmony with and supportive of the objectives, doctrines, and ideals of the Church of the Nazarene and Mount Vernon Nazarene University. To fulfill this obligation, the faculty member will:

1. Uphold in word and deed the doctrines, teachings, and practices of the Church of the Nazarene as set forth in the *Manual* of the Church of the Nazarene.
2. Help to increase the students' appreciation of and confidence in the Church, its doctrines, its functions, and its leadership.
3. Seek to integrate faith and doctrine with the knowledge of the faculty member's discipline in a manner reflecting the Church's objectives.
4. Recognize and appreciate the function of all other disciplines and their contributions to the University objectives.

#### Principle Five – Faculty-Faculty Interaction

The teaching profession is unique among occupations in the quality of the professional relationships among faculty members, calling for a basic loyalty to the organization and personnel in the task of instruction and discipline. To fulfill this obligation, the faculty member will:

1. Support and promote the policies, standards, and regulations of the University.
2. Deal with other members of the profession in the same manner as the faculty member wishes to be treated.
3. Speak constructively of colleagues and other disciplines even though academic freedom allows expressions of differences of opinion.

#### Principle Six – Teaching Faculty-Administrative Faculty Interaction

The teaching faculty and administrative faculty are a cooperative team attempting jointly to accomplish the goals and purposes of Mount Vernon Nazarene University. To fulfill this obligation, the faculty member will:

1. Hold as a primary consideration the dignity and worth of the individual.
2. Follow established processes and maintain direct communication with all persons involved in all decisions.
3. When considering the interruption and termination of service, recognize the effects of the faculty member's decision upon the personnel and program of the institution and give due notice of those intentions.

#### Principle Seven – Faculty Intrapersonal Interaction

The faculty member practices constructive self-examination and acts with diligence and integrity. To fulfill this obligation, the faculty member will:

1. Devote personal energies to developing and improving one's scholarly competence.
2. Exercise critical self-discipline and judgment in using, extending, and transmitting knowledge, attitudes, skills, and values.
3. Hold before oneself the best scholarly standards of one's discipline.
4. Avoid creating the impression that one speaks or acts for Mount Vernon Nazarene University when the person speaks or acts as a private citizen.
5. Seek to further one's professional and personal growth.

#### **2.12.4 Academic Integrity**

It is essential that faculty presentations in class meetings be as fair and as accurate as the faculty member can make them. Preparation for each class session should be sufficient to ensure this. The faculty member also should keep abreast of developments within his/her discipline so that his/her teaching represents a level consistent with good practice.

Special attention should be given to the problem of dishonesty in academic work. Tests and assignments should be given under conditions in which the temptation to cheat is minimized. Academic dishonesty is a serious offense that cannot be condoned. The instructor should point out whether cooperation in the preparation of assignments is encouraged or not expected. It is not good practice to give major grade credit for work that the faculty member has no way of checking whether the student has done his/her own work. Standard practices in treating quotations and source materials should be discussed with students in an attempt to avoid plagiarism. A part of our educational endeavor should be to point out criteria for academic honesty and acceptable practices in this area. The full text of the academic integrity policy pertaining to classroom expectations is available on the University's web site: <http://www.mvnu.edu/students/handbook/handbook25.html>, in the *Catalog*, or in the third part of this *Faculty Handbook* under the subsection "Academic Integrity."

### **2.12.5 Representation of the University**

Every faculty member reflects an image of Mount Vernon Nazarene University to the various constituency groups that he/she contacts. Therefore, each faculty member should maintain the academic, social, and religious values of the University and fulfill the motto, "To seek to learn is to seek to serve", through various avenues of service both in the community and the church.

### **2.12.6 Religious Responsibilities**

Students look to the faculty for religious leadership and example. Regular participation in the chapel programs and in other religious activities is required of the faculty. It is a distinctive tradition of the University that class sessions be opened with prayer.

### **2.12.7 University Faculty and/or Staff Dating Students**

Faculty and/or staff who are in a position of supervising students in a work or classroom environment are advised to refrain from involvement in a dating or romantic relationship with such students. Such relationships cause special concern with regards to the existence or appearance of exploitation, abuse of position or favoritism.

In such cases, apparent mutual consent does not preclude initiation of a sexual harassment complaint or a finding of sexual harassment. Consequently, all interactions between faculty and/or staff with students must be in accord with the provisions of the University's Sexual Harassment and Sexual Assault Policy.

### **2.12.8 Sexual Discrimination (Title IX Compliance)**

[http://www.mvnu.edu/policies/sexual\\_harrassment\\_discrimination\\_assault.pdf](http://www.mvnu.edu/policies/sexual_harrassment_discrimination_assault.pdf)

Mount Vernon Nazarene University complies with the Title IX (20 USC 1681) regulation and its implementing legislation in student and employee programs as adopted by the President's Administrative Cabinet on August 15, 1995, and revised August 11, 1999.

#### Purpose of the Regulation

Title IX prohibits discrimination on the basis of sex by providing: "No person in the United States, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance."

The purpose of Title IX of the Education Amendments of 1972 is to insure equal access and fairness for men and women with regards to athletics, employment, admissions, financial aid, publications, educational programs, and student rights.

### **2.12.9 Family Educational Rights and Privacy Act (FERPA)**

Mount Vernon Nazarene University maintains an educational record for each student who is or has been enrolled at Mount Vernon Nazarene University. In accordance with the Family Educational Rights and Privacy Act of 1974, as amended, the following student rights are covered by the Act and afforded to all students at Mount Vernon Nazarene University.

1. The right to inspect and review information contained in the student's educational records.
2. The right to challenge the contents of their educational records.
3. The right to a hearing if the outcome of the challenge is unsatisfactory.
4. The right to submit an explanatory statement for inclusion in the educational record if the outcome of the hearing is unsatisfactory.
5. The right to prevent disclosure, with certain exceptions, of personally identifiable information.
6. The right to secure a copy of the institutional policy.
7. The right to file complaints with the U. S. Department of Education concerning alleged failures by Mount Vernon Nazarene University to comply with the provisions of the Act.

Each of these rights, with any limitations or exceptions, is explained in the institutional policy statement, a copy of which may be obtained in the Office of the Vice President for Academic Affairs or the Office of Academic Records and Registration.

Mount Vernon Nazarene University may provide directory information in accordance with the provisions of the Act without the written consent of the student unless the student requests in writing that such information not be disclosed (see below). The items listed below are designated as directory information and may be released for any purpose at the discretion of Mount Vernon Nazarene University unless a request for non-disclosure is on file.

Category 1: Name, address, telephone number, dates of attendance, classification.

Category 2: Previous institutions(s) attended, major field of study, awards, honors, degree conferred.

Category 3: Past and present participation in officially recognized sports and activities, physical factors of athletes (height and weight), date and place of birth.

Students may withhold directory information by notifying the Academic Affairs Office or the Academic Records and Registration Office in writing, specifying the categories to be withheld, within ten (10) calendar days from the first scheduled day of class each fall. Mount Vernon Nazarene University will honor the request for one academic year only; therefore, the student must file the request on an annual basis. The student should carefully consider the consequences of any decision to withhold any category of directory information. Regardless of the effect upon the student, Mount Vernon Nazarene University assumes no liability for honoring a student's request that such information be withheld. It will be assumed that the failure on the part of a student to request the withholding of specific categories of Directory Information indicates the student's approval of disclosure.

Any questions concerning the student's rights and responsibilities under the FERPA should be referred to the Academic Affairs Office or the Academic Records and Registration Office. All employees who administer student educational records are required to comply with the University's FERPA non-disclosure policy.

#### **2.12.10 Faculty Grievance Procedure**

When a dispute arises involving a faculty grievance, every effort will be made to resolve the issue and secure satisfaction for all concerned through face-to-face negotiations between the aggrieved faculty member and the immediate supervisor. The Vice President for Academic Affairs serves as a mediator in such circumstances. If no solution can be reached at this stage, the matter is then considered to be a formal grievance that is submitted to an ad hoc Faculty Grievance Committee.

The Faculty Grievance Committee is appointed by the President and consists of three ranked professors from areas outside of the aggrieved faculty's teaching area and not involved in the dispute. The Committee shall meet and conclude its work within fifteen (15) working days of their appointment. After considering the matter, the Committee disposes of the grievance either by rejecting the complaint or, if considered valid, by presenting a written report to the President with a request for remedial action. The President then considers the Committee report and makes a final determination.

### **2.11.12 Dress Code**

Mount Vernon Nazarene University is an institution of the Church of the Nazarene. The University and the Church emphasize the values of a holiness lifestyle reflected in neatness and modesty in dress and overall appearance. Faculty, staff, and administration are expected to be role models by exemplifying neatness and modesty through their attire and to view this as giving opportunity for Christian witness.

Appropriate dress should relate to the functions the faculty, staff, and administration perform on campus. Office and administrative personnel are expected to adhere to standards appropriate to the business office: for example, business suits, dress slacks, pant suits (including split skirt and skort suits) that demonstrate neatness and modesty are acceptable. Less formal attire is unacceptable (jeans, for example). Personnel in service capacities such as maintenance and housekeeping are expected to wear shirts and tops with sleeves and long pants, which present a neat and appropriate appearance for the various tasks that they perform. Tradition in the classrooms is more varied and often includes less formal attire for faculty (dress jeans, for example). All persons in instructional positions are expected to reflect the highest standards of the campus community.

Normally, shorts are not to be worn in the work place and shirts should be kept on at all times. However, dress may need to vary according to work conditions and the type of work performed by some faculty and staff. For example, physical education faculty may wear modest shorts when teaching activity-oriented classes. During extremely hot weather, the maintenance staff may wear modest shorts when mowing the lawns, and housekeeping staff may wear modest shorts when working in non-air-conditioned buildings where no classes are scheduled and where no groups are renting the facilities. Again, the preference for dress is reflected above.

Senior administrators expecting certain kinds of attire are to communicate such to personnel in their divisions. Questions related to the interpretation of the dress code may be addressed to the senior administrator to whom the individual is responsible, or through the senior administrator to the President's Administrative Cabinet.





## **2.13 Faculty Development**

Since the academic stature of the University is dependent upon the strength of the faculty, the continued development and growth of a faculty member, both within an academic discipline and as an educator, are vital concerns to the work of the University. Current policies relating to assistance in graduate study and for attendance at professional meetings are described below. The faculty members will submit an annual report of their professional growth and development to the Vice President for Academic Affairs.

### **2.13.1 Dues for Professional Societies**

The University will reimburse each full-time faculty member for membership in professional or learned societies approved by the University up to an annual total of \$50.00.

The faculty member should make the appropriate membership arrangements directly with the organizations concerned. A form is available for this purpose in the Academic Affairs Office. Once approved, the University will send a check directly to the professional organization. If the cost exceeds the \$50, a check to the University or the organization for the difference should accompany the form.

### **2.13.2 Travel Allowance to Professional Meetings**

Attendance at national or regional meetings is considered on the basis of the individual request. Reimbursement is limited to actual expenses incurred. Separate forms are available upon request for academic travel and for the expense report. These may be obtained from the Academic Affairs Office. Allow at least one week for payment of advances. The expense report form should record actual expenses and its filing is necessary to complete the proper accounting procedures. A sum of \$400 is allocated annually for each full-time faculty member for attendance at professional society meetings depending on available finances. This allowance may be accumulated over a maximum period of two successive fiscal years to be used for a single more costly meeting. It is not possible to draw ahead on future years' allocations.

Part-time faculty members are also entitled to payment of one-half the full-time professional dues and one-half the full-time professional travel allowance. Eligibility for any other fringe benefits is reserved for full-time faculty.

### **2.13.3 Sabbatical Leave**

Sabbatical leave is intended to be a change of pace for faculty resulting in renewed vitality and vigor of the individual. The purpose of a sabbatical leave is to allow release time from regular University duties for faculty to be able to engage in research, study, travel related to the field of teaching, writing, or other approved forms of professional development that will contribute to growth and greater effectiveness as teachers and scholars. In addition, sabbatical leave is designed to provide opportunities for spiritual restoration and personal renewal. Sabbatical leaves are not rewards for service to the University; rather they are intended to be a means of faculty development, mutually beneficial to the individual faculty member and to the University as a whole. The University typically grants up to 5% of the total contract faculty (including administrative, cabinet, and/or teaching) in a given academic year. The Faculty Development Committee accepts sabbatical applications each October for the subsequent academic year.

Normally the leave will be granted for one-half year (fall or spring term plus January) at full salary, for a full academic year at half salary, or for a full year with half-time load at full salary. When the faculty member is granted the full-time one-half year option, the release of responsibilities includes teaching, committee work, and academic advising responsibilities for the designated time period. When the faculty member is granted the half-time one-full year option, the faculty is

released of one-half the normal teaching load, committee participation, and academic advising duties for the designated time period.

The administration, including the Vice President for Academic Affairs, the school dean, and the department chair, will secure a replacement or make other plans for covering necessary courses and other assignments during the absence.

Upon receiving the Faculty Development Committee's sabbatical recommendations, the Vice President for Academic Affairs, in consultation with the President of the University, recommends eligible faculty to the Board of Trustees for final approval. Official announcements are made following action by the Board of Trustees.

Upon returning to active campus assignment, a sabbatical leave recipient is expected to submit to the department chair, Vice President for Academic Affairs, and the President of the University a comprehensive report of the activities accomplished during the leave. A copy of the report is also to be filed with the Faculty Development Committee for purposes of maintaining a database. The Faculty Development Committee will encourage schools to organize and promote a colloquium for faculty members returning from the sabbatical leave, when appropriate.

#### Eligibility

Any faculty member or administrator, with at least the rank of assistant professor, who has been at Mount Vernon Nazarene University six or more consecutive full-time contract years, is eligible to apply for a sabbatical leave. Application may occur in the sixth year with the leave occurring during the seventh year. Faculty members are eligible for subsequent sabbatical leaves every seven years. Application is made in the academic year prior to the sabbatical leave.

#### Procedure

Eligible faculty who wish to apply for sabbatical leave for the following year must make final application to the Faculty Development Committee by October 15. An optional preliminary review by and feedback from the Committee is available for proposals submitted by October 1. Any member of the Faculty Development Committee who submits a proposal will be excused during discussion of all proposals for that year. A complete application will include:

- a statement of purpose guiding the proposed sabbatical leave;
- a detailed plan of the activity or project proposed;
- a description of how the proposed activities will benefit the individual's professional growth in the areas of teaching, scholarship, advising, and/or University service;
- a discussion of how the proposed activities will enhance the individual's service to the University;
- a copy of the faculty member's vita;
- a plan of intention for spiritual restoration and personal renewal; and
- a letter from professional peers in support of the project.

To qualify for a sabbatical leave, the faculty member should submit a proposal for the following kinds of activities that have a formal purpose and plan resulting in direct benefits to the faculty's members field, such as:

- studying, teaching, working, or serving at an educational institution;
- conducting research under the auspices of an educational or research institution, or self-directed research to be described in detail in the proposal;
- writing, provided that a detailed preliminary outline of the proposed theme and content of the work is presented;
- developing new courses or thoroughly reworking current courses, to be taught soon after return to campus;
- traveling in the United States, or abroad; and

- working with an agency, institution or organization.

Types of proposals that are not acceptable include the following:

- developing avocational interests unrelated to the faculty member's role as a teacher-scholar;
- reading or studying that is randomly undertaken or not clearly designed to improve the faculty member as an educator;
- traveling for the purpose of general enrichment only; and
- reviewing or revising of courses currently taught.

Prime consideration in choosing a candidate for sabbatical leave will be given to the quality of the proposal presented, its expected benefit in terms of anticipated growth of the faculty member and consequent improved effectiveness as an advisor, administrator, scholar, or teacher, and the years of service to the University. Presuming eligibility, greater emphasis is given to the promise for growth rather than to seniority. Points are assigned in reviewing proposals as follows:

Potential for growth as a teacher/administrator .....	20 points
Potential for growth as a scholar and/or professional.....	20 points
Potential benefit to the department or the institution .....	20 points
Potential for growth as an advisor/administrator .....	10 points
Potential for spiritual restoration and personal renewal.....	10 points
Support by professional peers .....	10 points
<u>Faculty member's years of service to the University .....</u>	<u>10 points</u>
	100 points

Based on merit, the Faculty Development Committee will make final recommendations for granting sabbatical leave to the Vice President for Academic Affairs and the President of the University. The administration will in turn present recommendations to the Board of Trustees for final approval. Final proposals that are not approved will be returned to the applicant with written feedback from the Faculty Development Committee. They may be strengthened and resubmitted the following year.

#### Period of Leave and Salary

Normally the leave will be granted for one-half year (fall or spring term plus January) at full salary, for a full academic year at half salary, or for a full year with half-time teaching load at full salary. Faculty with ten (10) and eleven (11) month contracts are awarded the same amount of time as regular nine (9) month teaching faculty. The University pays regular fringe benefits during the official leave time. Unless the sabbatical takes the faculty member away from the campus, faculty on sabbatical are expected to participate in Faculty Institute and scheduled faculty development activities.

#### Agreement to Continued Service

Taking a sabbatical leave enters the faculty member into an agreement to continue service to Mount Vernon Nazarene University following the sabbatical leave. This agreement shall provide that in the event the faculty member or administrator on leave does not return to the University the sabbatical salary received will be refunded. If the individual withdraws from the University by his/her own choice one year after the return, one-half of the amount received will be refunded. If the recipient continues two years at the University after the leave, the obligation to the University is fulfilled. This agreement does not deny the University the right to discharge any faculty member according to the guidelines of the *Faculty Handbook* should just cause be demonstrated.

### **2.13.3.1 Sabbatical Leave for Administrative Faculty**

Administrative faculty members are to complete the sabbatical application as described in section 2.13.3, but will submit the sabbatical application to the appropriate vice president. The vice president will present the application to the cabinet for review, accompanied by a recommendation of the means to cover the applicant's assigned duties during the sabbatical leave. The cabinet will review the application and determine its merit in accord with the eligibility and evaluation criteria provided in section 2.13.3. The length of the sabbatical leave and its timing are to be negotiated between the applicant and the vice president, taking into account provisions for the administrative responsibilities of the applicant. Upon completion of the sabbatical leave, the applicant must satisfy the service continuation requirement described in section 2.13.3.

### **2.13.3.2 Sabbatical Leave for Cabinet Members**

Cabinet members complete the sabbatical application as described in section 2.13.3, but submit the sabbatical application to the president. If the sabbatical application is judged to be in accord with the eligibility and evaluation criteria as described in section 2.13.3, the president may approve the sabbatical after consultation with the Executive Committee of the Board of Trustees. The length of the sabbatical leave and its timing are to be negotiated between the applicant and the president taking into account provisions for the administrative responsibilities of the cabinet member. Upon completion of the sabbatical leave, the applicant must satisfy the service continuation requirement described in section 2.13.3.

It is understood that sabbatical leave for cabinet members will be rotational and that no more than one (1) may be on sabbatical leave at any point in time.

### **2.13.4 Graduate Assistance and Educational Leave**

#### **2.13.4.1 Graduate Assistance**

1. Financial assistance must be approved in advanced by the Vice President for Academic Affairs. Requests must show how the graduate work is beneficial to both the individual and the department.
2. Assistance is based on the cost of The Ohio State University's tuition. Faculty members who choose to obtain graduate work at other institutions are expected to pay for any tuition costs exceeding that charged by OSU. The percentages shown in the following paragraphs are in relation to OSU's tuition.
3. The University will pay 60 percent of tuition costs for the first 20 hours of graduate work beyond the master's degree.
4. The University will pay 80 percent of tuition costs for graduate work beyond 20 hours up to 40 hours beyond the master's degree. In most cases graduate assistance beyond 40 hours will be limited to faculty who have been admitted to doctoral degree programs.
5. The University may pay up to 100 percent of tuition costs for faculty who have been accepted into a doctoral degree program and have completed 40 hours of graduate work beyond the master's degree. The accumulative tuition provided beyond 40 graduate hours will be considered to be unpaid obligations until the faculty member has served the University for two full-time contract years beyond completion of the doctoral degree. To clarify the spirit of this statement, we ask that you also agree to consider the accumulated tuition provided beyond 40 graduate hours to be unpaid obligations should you leave at any point prior to completion of the doctoral and the years of full-time teaching.

6. Faculty not on educational leave are normally limited to a maximum of six semester hours (or 10 quarter hours) for a semester if on full pay. Exceptions to this policy must be approved in advanced by the Vice President for Academic Affairs and department chair.

An eligible faculty member who desires to participate in Mount Vernon Nazarene University's graduate program is permitted that option under the following provisions:

1. Tuition assistance is limited to master's level faculty members attempting to meet the 20 or 40-semester credit hour requirement for promotion or extended contract.
2. Faculty may enroll only as non-degree students and are limited to 12 semester hours of graduate course work.
3. Tuition assistance is limited to 60 percent of the University's tuition for graduate course work regardless of the number of graduate hours taken previously. The faculty member must pay the remaining 40 percent in advance to enroll, or make arrangements with the Student Accounts Office for any alternative method of payment.
4. Faculty members seeking to enroll under the terms of these guidelines must have the written approval of their immediate supervisor and the coordinator of the graduate program in which courses are to be taken.
5. Faculty may enroll in a graduate course only if space is available.
6. Consistent with current graduate assistance policies outlined above, the 60 percent tuition support is funded through the Vice President for Academic Affairs budget for full-time teaching faculty. Administrative faculty who report to another senior administrator must secure graduate assistance through that office as provided in section on "Graduate Assistance and Professional Travel for Administrative Faculty."

#### **2.13.4.2 Educational Leave**

Some faculty may wish to expedite the completion of their doctoral degree by requesting a one-year educational leave. Educational leave is designed to free faculty from teaching responsibilities so they may concentrate exclusively on completion of doctoral degree course requirements. Faculty members approved for educational leave will be provided three-fourths salary for one year plus benefits. The University will pay 100 percent of tuition costs at any Ohio public university, or an equivalent amount at any other educational institution. Educational leaves will not be granted for dissertation work only. The number of faculty members granted educational leave will be limited to not more than two per year.

Applications for educational leave should be submitted to the Vice President for Academic Affairs through the department chair. Applicants who meet the following criteria would be considered for educational leave:

1. The applicant must have been a full-time member of the teaching faculty for at least three years.
2. Completion of 40 hours of graduate work beyond the master's degree. (This requirement may be waived if the applicant meets all other requirements).
3. Documentation of acceptance into a doctoral degree program.
4. Evidence that all course work can be completed within one calendar year.

5. Documentation of successful completion of qualifying examinations.
6. Documentation of approval of the doctoral dissertation topic or special project.

The cumulative salary amount and tuition will be considered to be unpaid obligations until the faculty member has served the University for three full-time contract years beyond completion of the doctoral degree. Should the faculty member decide to sever connections with the University before completing three years of post-doctoral service, he/she will be obligated to repay the University on a prorated basis; two-thirds after one year of service or one-third after two years of service. In the event that the University terminates the faculty member's employment because of a reduction in force, the obligation is canceled.

### **2.13.5 Administrative Retraining Leave**

In the event an administrator is asked to return to a teaching assignment during the term of his or her extended contract, the University may provide a one semester retraining leave with pay if the person has served five (5) years or more in the administrative position. If the administrator has served continuously for ten (10) years or more, the University may provide a second consecutive retraining semester with pay. The pay will be determined by the standard faculty pay scale in force at the time of the administrator's retraining leave. An administrator provided retraining leave under this section shall be obligated to provide two academic years of full-time faculty service (or the equivalent number of semesters) beginning immediately after completing the retraining leave.

### **2.13.6 Graduate Assistance and Professional Travel for Administrative Faculty**

The financial support for graduate study and professional travel is provided to administrative faculty through the administrative divisions to which they are assigned. Specifically,

1. Administrative faculty seeking graduate assistance and professional travel funds are provided financial support for these activities through the division to which they report.
2. Administrative faculty must apply to and receive the approval of the appropriate divisional administrator for educational assistance.
3. Each division establishes and plans an internal budget to accommodate the educational assistance and professional travel needs of its administrative faculty.
4. Travel funds are limited to \$400 annually as provided in the section on “Travel Allowance to Professional Meetings.”
5. Graduate assistance is limited to that provided in the section on “Graduate Assistance.”



## **2.14 Leaves**

### **2.14.1 Leaves with Pay**

#### **2.14.1.1 Holiday Leave**

Full-time faculty members on academic year contracts observe the same holidays as students do in accordance with the University calendar. However, faculty may be required to attend committee meetings scheduled during periods when classes are recessed. All faculty members are expected to attend the meetings of the Faculty Institute held prior to fall registration.

Eleven (11) month administrative personnel and eleven (11) month faculty receive eleven paid holidays in addition to regular vacation days as described in the section on "Vacation Leave." The eleven paid holidays observed by the University are as follows:

1. New Year's Day,
2. Good Friday (Easter),
3. Memorial Day,
4. Independence Day (July 4),
5. Thanksgiving,
6. The Friday following Thanksgiving,
- 7-11. Five consecutive days during the Christmas holiday (to be set annually by the University).

When one of the above holidays falls on Sunday, the following Monday shall be observed as the holiday. If the holiday falls on Saturday, the preceding Friday will be observed.

In years when Memorial Day falls on an activity day in the academic calendar, the University will close offices on the Friday after Memorial Day instead of the regular holiday.

#### **2.14.1.2 Vacation Leave**

Teaching faculty members are normally employed for nine months according to the beginning and ending dates shown in each faculty contract. Vacation days do not accrue for full-time, nine (9) and ten (10) month faculty. Days off within the contract period must coincide with the student vacation periods as outlined in the University calendar. Eleven (11) month faculty have twenty (20) days off and may not take these days during the faculty member's instructional period.

For administrative faculty and senior administrators, vacation time accumulates at the rate of 12.5 hours per month up to 150 hours per year (20 days per year). Days on the academic calendar when classes are not in session are not automatic vacation days and, if taken, are recorded as vacation time. New employees must complete 90 days of continuous service before taking vacation leave.

Vacation leave may only be used at times approved in advanced by the employee's supervisor based upon the supervisor's consideration of the operational needs of the University. In most cases, vacation days for administrative faculty should be taken when classes are not in session.

Vacation leave not taken by the end of the fiscal year (June 30) carries over to the new fiscal year. The maximum accumulated vacation leave at any time shall be the equivalent of two years of vacation benefits. When earned unused vacation benefits reach the maximum, no additional leave accumulates until the vacation benefits fall below the maximum.

The University encourages its personnel to take all the earned vacation leave; therefore, no payment is made for unused vacation days. An employee with more than 90 days of continuous service whose employment terminates is paid for earned, unused vacation days.

Records of administrative faculty use of vacation leave shall be on forms authorized by the University and shall be submitted to the immediate supervisor on a monthly basis. Records of senior administrators' use of vacation leave shall be on forms authorized by the University and shall be submitted to the President on a monthly basis. Supervisors and the President will sign the vacation leave forms and forward them to the Human Resources Office.

### **2.14.1.3 Bereavement Leave**

An employee may, at the discretion of the University, be given time off not to exceed three (3) successive working days, without loss of pay, to make necessary arrangements for, or to attend the funeral of, an "immediate family member." "Immediate family member" shall be defined to mean father, stepfather, mother, stepmother, spouse, brother, stepbrother, sister, stepsister, mother-in-law, father-in-law, daughter, stepdaughter, son, stepson, grandmother, grandfather, and grandchild. One working day will be granted for brother-in-law, sister-in-law, or grandparent-in-law. Satisfactory evidence to support the absence may be required upon the return to work.

### **2.14.1.4 Civil/Jury Duty Leave**

Any full-time employee who is validly subpoenaed or summoned to involuntarily appear or serve as a juror during regularly-scheduled work hours in a judicial forum, or compelled to appear before a judicial, legislative, or administrative body with civil power to compel attendance, shall be entitled to receive leave with pay for a period of time necessary for such appearance if the appearance may not be reasonably accommodated by rescheduling the employee's work hours as determined by the University. Any compensation received for the appearance, other than travel and meal allowances, shall be reported to the University and deducted from any salary paid by the University for such civil leave. Civil leave shall not be granted for appearances as an expert witness for a party to litigation. Civil leave must be approved in advance in writing by an employee's supervisor and reported to the Human Resources Office.

### **2.14.1.5 Sick Leave**

Sick leave is provided to protect employees against loss of income during illness or injury when the employee is confined to home or hospital. Sick leave may also be used for medical and/or dental appointments if the time off work cannot be made up. It is to the employee's advantage to accumulate sick leave so that there is protection from loss of income when it is really needed. Sick leave will not be paid if the employee has no earned unused sick leave benefits.

Full-time faculty accumulate sick leave as follows:

	Sick Leave Earned Per Month	Maximum Sick Leave/Year	Maximum Accumulated Sick Leave
FT 11 MO	6.25 hours	9.1 days	341.25 hours
FT 10 MO	6.25 hours	8.3 days	311.25 hours
FT 9 MO	6.25 hours	7.5 days	281.25 hours

Employees may use up to one-half of the available sick leave accumulated as of July 1 of the current fiscal year when the employee is responsible for the care of an ill spouse, child, or parent. In order to use sick leave for a family illness a physician's statement may be required to establish the need for care of an ill or disabled family member. Sick leave cannot be used as extra vacation, holidays, or for any other paid time-off purpose. All unused sick leave will be forfeited upon termination of employment. Questions about the application of sick leave should be directed to the Human Resources Office.

If an employee is absent due to illness, medical evidence of the illness and/or medical certification of fitness to return to work may be required. If the University finds that sick leave has been misused, sick pay will not be awarded. Abuse or misuse of sick leave privilege will subject the employee to corrective discipline action or may be considered as employee misconduct.

#### **2.14.1.6 Family and Medical Leave Act**

Employees who have completed at least one year (1,250 hours or more) of continuous service may be entitled, under the federal Family and Medical Leave Act (FMLA), to take up to 12 weeks of unpaid family/medical leave during any 12-month period. The leave is available when the employee needs time off for the birth or adoption of a child; to care for a seriously ill spouse, child, or parent; or because of a serious health condition that makes the employee unable to perform the functions of the job. The employee is not entitled to the accrual of paid leave benefits while on family or medical leave. However, the University will continue to pay its portion of the fringe benefit premiums to which the employee is entitled provided the employee pays for his/her portion of the premium. The intent to return to work after the leave must be stated in the request for leave. If the University and employee agree, the leave may be taken on an intermittent basis. Employees have the right to return to the job position that was held at the time the leave was requested or, at the University's discretion, the employee may be placed in an equivalent position with equivalent pay and benefits. Information concerning the Family and Medical Leave Act is available in the Human Resources Office.

#### **2.14.1.7 Family Leave**

Leave taken for the care of an ill parent or spouse's parent, or a legal dependent such as a spouse, child, stepchild or foster child is considered family leave. Family leave is to be taken when time off is required to care for an ill family member such as is indicated above. If no family leave is available, vacation leave can be used.

#### **2.14.1.8 Medical Leave**

Leave taken for the employee's own medical disability, which may include but not be limited to pregnancy, surgery, serious illness or serious injury, is considered a medical leave. All medical leave cases will require the certification of the physician describing the medical necessity and the estimated length of time off. The University, in consultation with the physician and/or the University physician, reserves the right to determine the validity and extent of the medical disability. The University also reserves the right to grant or deny the medical leave benefits that extend beyond the requirements of the Family and Medical Leave Act.

Medical leave, if granted, does not start until all of the accumulated paid leave has been exhausted. The total time off allotted for any combination of family and medical leave may not exceed 12 weeks during any 12-month period.

Employees who have completed at least one year of continuous service, and who have used all accumulated sick and other paid leave days, but still have a medical disability and are unable to return to work, may apply for the benefits described under the following plans:

- For full-time 9-month employees needing medical leave time beyond the accumulated sick and other paid leave days and who have met the qualifications above, the University may pay 60 percent of the normal pay for a period of up to 30 working days (6 weeks). For extended illnesses, up to an additional 30 days (6 weeks) of unpaid leave may be granted. This leave is available for the days normally worked within the academic calendar year. The 6 weeks of compensated leave and the 6 weeks of unpaid leave is equivalent to the maximum of 12 weeks leave mandated by the Family and Medical Leave Act. At the end of the medical leave, if

- the physician will not allow the employee to return to work, termination of employment may be necessary.
- For full-time 11-month faculty needing medical leave time beyond the accumulated sick and other paid leave days and who have meet the qualifications above, the University may pay 60 percent of the normal pay for a period of up to 40 working days (8 weeks). For extended illnesses, up to an additional 20 days (4 weeks) of unpaid leave may be granted. The 8 weeks of compensated leave and the 4 weeks of unpaid leave is equivalent to the maximum of 12 weeks leave mandated by the FMLA. At the end of the medical leave, if the physician will not allow the employee to return to work, termination of employment may be necessary unless the employee qualifies for TIAA Total Disability Insurance and the University's Total Disability Leave.
  - If the medical leave is a result of an injury that occurs at work and is covered by Workers' Compensation, the University's payment will be reduced by the amount of the Workers' Compensation benefit. If the medical leave is a result of an injury that occurs outside of work and involves a third party insurance, the University's payment will be reduced by the amount of the third party insurance benefit.

The extent of the disability may not be readily apparent at the time the disability occurs. If the employee initially qualified under the University's medical leave and discovers that the serious health condition is expected to last more than 6 months, then the employee should immediately apply for TIAA Total Disability Insurance. The Human Resources Office will assist employees with the application process.

#### **2.14.1.9 Total Disability Leave**

Total disability leave is a leave plan provided by the University to grant leave payments (compensation) during the six-month waiting period while TIAA is processing the Total Disability Insurance application. A total disability leave will require the certification of a physician. The University, in consultation with the employee's physician and/or University physician, will reserve the right to determine the validity and extent of the disability. The University does not guarantee compensated Total Disability Leave. It will only be granted under the circumstances where the disability is involuntary, certifiable that it will be more than 6 months in duration, and the University administration has no reason to believe that TIAA will not accept the Total Disability application.

Eligibility for the University's Total Disability Leave payments will be calculated beginning with the first day of the disability. Any amount previously received from the University's medical leave for the same disability period will be subtracted from Total Disability Leave benefits. In this situation, it is the University's intent for an employee to receive the same amount as if he/she had been classified under the Total Disability Leave program from the first day of disability.

For eligible employees, payments will be made according to the following guidelines:

For an injury that occurs at work that results in a disability expected to last more than six months and is covered by Workers' Compensation, the disability compensation pay will begin immediately according to the following schedule:

From the first day of disability through 60 calendar days	100% of normal base salary not covered by Workers' Compensation plus University portion of benefit premiums for which the employee is eligible
From 61 calendar days through 6 months (from the first day of disability)	60% of normal base salary not covered by Workers' Compensation plus University portion of benefit premiums for which the employee is eligible
After 6 months (from first day of disability)	University is not responsible for payment of salary or fringe benefit premiums. If eligible, TIAA Total Disability Benefit begins.

For a serious injury or illness (heart attack, stroke, etc.) that results in a disability expected to last more than six months and not covered by Workers' Compensation, the employee will use all of the accumulated paid leave (e.g., sick, vacation, etc.) and then be compensated according to the following schedule:

From 1-60 calendar days (beginning the first day of disability after accumulated leave is exhausted)	100% of normal base salary plus University portion of benefit premiums for which the employee is eligible
From 61 calendar day through 6 months (beginning the first day of disability after accumulated leave is exhausted)	60% of normal base salary plus University portion of benefit premiums for which the employee is eligible
After 6 months (from first day of disability)	University is not responsible for payment of salary or fringe benefit premiums. If eligible, TIAA Total Disability Benefits begin.

Total compensated leave for any combination of Medical Leave and Total Disability Leave is not to exceed 6 months from the first day of continuous disability and may not be taken more than once in any 12-month period.

#### **2.14.1.10 Delegate Leave**

In as much as the University is a church-sponsored university, a regular employee who is an official delegate to a Nazarene district or general convention or assembly may be excused without loss of pay. Arrangements must be made in advance with the department supervisor.

#### **2.14.1.11 Reporting of Leave**

Effective July 1, 1997, administrative faculty and senior administrators are required to record all leave days on the Employee Attendance Record Sheet.

### **2.14.2 Leaves Without Pay**

#### **2.14.2.1 National Guard and Military Leave**

National Guard duty is unpaid leave unless the employee determines to use accumulated vacation time.

Military leave is for any full-time employee who is inducted into or called to active duty in the Armed Forces of the United States. The employee may make application for reemployment with the University within ninety (90) calendar days after the military discharge. If the employee is still qualified to perform the duties of the position left, or of a position of like seniority, status and pay, the employee may be reinstated into such a position. Should the employee not qualify for the

previous position, or similar positions, by reason of disability sustained during service, the employee may request another position for which he/she is qualified. Employment will be granted provided the University's circumstances have not so changed as to make it impossible or unreasonable to do so.

## **2.15 Benefits**

### **2.15.1 Statutory Benefits**

The University makes statutory benefits available to its faculty as stipulated in the following sections. Under certain circumstances, these benefits are subject to regular deductions from wages as indicated below.

- Federal Income Tax
- Social Security – employee’s share
- Medicare – employee’s share
- City income tax
- State income tax
- School district tax (if applicable)
- TIAA/CREF retirement contribution (if applicable)
- Group health insurance (if applicable)
- Dental insurance (if applicable)
- Optional life insurance (if applicable)
- Optional accidental death and dismemberment insurance (if applicable)

#### **2.15.1.1 Workers’ Compensation**

The University provides workers’ compensation coverage for employees in accordance with the laws of the State of Ohio. If a claim is being contested, or prior to certification of a lost time claim, the University will pay the employee any accrued sick time. If the claim is ultimately approved, the employee agrees to pay back to the University the sick time that was paid out for any period of time for which the employee is also entitled to workers’ compensation benefits. For details concerning coverage and benefits, contact the Human Resources Office.

After an accident or injury occurs, the employee is required to report immediately any job-related illness or injuries to the supervisor. The injured employee must complete an accident-injury report within a 48-hour time limit. The form is available from the supervisor or in the Human Resources Office and must be returned to Human Resources.

#### **2.15.1.2 Workers’ Compensation Disability Insurance**

For an injury that occurs at work and is covered by Workers’ Compensation, an employee may also be entitled to disability pay. The disability pay will begin after all accrued sick time is used. Disability pay is an amount equal to the difference between Workers’ Compensation and the gross pay for a period of 60 calendar days (2 months) plus the University’s share of benefit premiums for which the employee is eligible. After 60 days, the University will pay up to 60 percent of the salary not covered by Workers’ Compensation, plus the University’s share of benefit premiums for which the employee is eligible for 120 calendar days (4 months). After 6 months the employee, if eligible, will receive disability payments under the TIAA Total Disability Insurance plan. Eligibility is subject to the requirements described in the “Medical Leave” and “Total Disability Leave” sections. All University salary obligations end after the 6-month period.

#### **2.15.1.3 Unemployment Compensation**

The University provides unemployment insurance coverage for employees in accordance with the laws of the State of Ohio. For detailed information concerning coverage and benefits, contact the Human Resources Office.

#### **2.15.1.4 Social Security/Medicare**

The University provides Social Security and Medicare insurance in accordance with the laws of the United States. For details concerning coverage and benefits, contact the local Office of the Social Security Administration.

#### **2.15.2 University Sponsored Benefits**

The following benefits are provided to full-time faculty. The descriptive statement provided for each benefit is a summary statement. Details of coverage and benefits may be obtained from the Supervisor of Personnel Records Office of the University. The University reserves the right, in compliance with the law, to modify coverage, change carriers, or terminate benefits as is determined appropriate in the best interests of the University.

##### **2.15.2.1 Group Health Insurance**

All full-time 12, 11, 10 and 9-month, and part-time employees scheduled to work 30 hours or more per week (part-time faculty teaching 19 hours of more) are eligible to participate in the group health insurance plan carried by the University. The University and the employee share the cost of the monthly premium. Should the employee choose to participate, the coverage will become effective the first day of the month following employment.

Information on the group health insurance carried by the University is available in the Human Resources Office.

For current employees who have completed 10 years of full-time 12-month service and are 56 years or older as of July 1, 1996, the post-retirement health insurance benefit of up to \$1,000 will continue. This post-retirement health insurance will not be offered to employees retiring after June 30, 2002.

##### **2.15.2.1.1 Consolidated Omnibus Budget Reconciliation Act (COBRA) Notice**

Mount Vernon Nazarene University complies with a federal law (Public Law 99-272, Title X) requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end.

Employees of Mount Vernon Nazarene University covered by its group health plan have the right to choose this continuation coverage if group coverage is lost due to a reduction in the work hours of employment or termination of employment (for reasons other than gross misconduct on the part of the employee). For more information, please contact the Human Resources Office.

##### **2.15.2.1.2 Section 125 Plan**

Section 125 of the Internal Revenue Tax Code permits the deduction of the employee portion of the health insurance premium on a pre-tax basis. Details of the plan are available in the Human Resources Office.

##### **2.15.2.2 Dental Insurance**

This voluntary program provides optional coverage to employees and their families. The premiums are paid through payroll deduction. If desired, premium payments may be made on a pre-tax basis. For more information, contact the Human Resources Office.

### **2.15.2.3 Group Life Insurance**

The University pays the premium for \$50,000 group life insurance coverage for full-time 11-month faculty. Full-time 10 and 9-month faculty receive \$25,000 group life insurance at no cost to the employee. Reduction in coverage begins at age 70.

Effective July 1, 1996, full-time 11-month administrative and 9-month faculty completing 10 years of full-time service and retiring at age 62 or older will be provided \$10,000 life insurance coverage.

Optional life insurance may be purchased by the employee to provide additional coverage. Dependent coverage may also be purchased. Information on the group life insurance and the optional life insurance is available from the Records and Benefits Officer.

### **2.15.2.4 Accidental Death and Dismemberment Insurance**

The University provides accidental death and dismemberment insurance coverage from Life Insurance Company of North American in the amount of \$75,000 plus a \$25,000 seat belt benefit for full-time 11-month administrative faculty and full-time 9-month faculty. The premium is paid by the University.

The University provides \$10,000 plus a \$10,000 seat belt benefit for present and future eligible retirees.

Optional AD&D coverage for the employee and family is available. If additional coverage is desired, the premium will be deducted from the employee's check. Information on the group and optional AD&D coverage is available in the Human Resources Office.

### **2.15.2.5 Total Disability Insurance (TIAA)**

Mount Vernon Nazarene University has made arrangements with a private insurance company, Teachers Insurance and Annuity Association (TIAA), to provide Total Disability Insurance for full-time (11-month) administrators and full-time (9-month) teaching faculty effective the first day of the month after the employee completes one year of full-time 12-month employment. (The one-year waiting period is waived if the employee was enrolled in a previous employer's total disability plan within three months of his/her employment at Mount Vernon Nazarene University.) This insurance provides income protection in the event of a total disability that the employee's physician expects to last for more than 6 months. The definition of Total Disability can be found in the TIAA Group Total Disability Benefits Certificate.

The transfer from the University's Medical Leave to TIAA Total Disability Insurance is not automatic. Therefore, early application to TIAA is necessary to qualify for this insurance. No benefits will be payable from TIAA for the first six months of continuous total disability. The monthly income benefit from the TIAA Total Disability Insurance equals 60 percent of the employee's monthly base salary, not to exceed a benefit of \$3,000 per month, less the sum of the benefits from other sources (Workers' Compensation, Social Security, etc.)

Details of the TIAA Total Disability Insurance may be found in the certificate provided at the beginning of employment. For further assistance, contact the Human Resources Office.

#### Continuous Service

Continuous service of employment by the University is broken by the following:

1. Termination of the employee by the University; and

2. Resignation by the employee.

In the event of reemployment by the University after 90 days from the date of termination of resignation, the new hire date will determine seniority for purposes of vacations, benefits, and other related employment conditions.

### 2.15.2.6 TIAA-CREF Retirement Plan

Participation in the TIAA-CREF retirement plan is voluntary after completion of one year of service (1,000 or more scheduled work hours annually required) and attainment of age 21, whichever occurs later. The one-year waiting period is waived if the new employee was currently enrolled in another 403(b) plan.

To participate, the employee must contribute 2.0 percent or 5.0 percent of base salary, which will be matched by 3.2 percent or 8.0 percent respectively, of the base salary from the University. The University contribution will increase to 3.4 percent or 8.5 percent respectively for employees completing 15 or more years of eligible service at Mount Vernon Nazarene University. The increase will commence the month following the employee's fifteenth anniversary date. The retirement annuity can be tax-sheltered to save federal and state income taxes. A summary plan description is available from the Records and Benefits Officer. See chart below for additional information.

	<u>Employee Contribution</u>	<u>MVNU Match</u>
Less than 15 years of MVNU service	2.0% of base salary	3.2%
15 years or more of MVNU service	2.0% of base salary	3.4%
	<u>Employee Contribution</u>	<u>MVNU Match</u>
Less than 15 years of MVNU service	5.0% of base salary	8.0%
15 years or more of MVNU service	5.0% of base salary	8.5%

The employee may choose the 5% level or the 2% level of employee contribution, not a combination of both.

### 2.15.2.7 Supplemental Retirement Annuity

All employees are eligible to participate in a Supplemental Retirement Annuity (SRA) with TIAA. (Those employees currently participating in the TIAA-CREF Retirement plan may also participate in the SRA.) This allows for extra employee contributions to a tax-deferred annuity plan. The University does not provide matching funds for the SRA program. A summary plan description is available in the Human Resources Office.

### 2.15.2.8 Tuition Remission

#### Participation Requirements

Upon hire, a full-time 9-month, 10-month, or 11-month administrative faculty member or full-time teaching faculty member is eligible to receive 100% tuition remission for the spouse and legal dependent children. Eligibility for this benefit is also contingent on meeting the other eligibility guidelines listed below.

Tuition remission is not available to spouses, and legal dependent children, already holding a baccalaureate degree. To be eligible for the tuition remission, spouses, and legal dependent children are required to meet regular eligibility standards for admission to the University as published in the current catalog.

Applications for tuition remission to attend MVNU are available in the Business Affairs Office and are to be submitted to the Director of Human Resources for verification. Applications for tuition remission to attend another Nazarene college/university are available in the Academic Affairs Office and are to be returned to the Vice President for Academic Affairs for verification. Applications for tuition remission to attend another institution in the Council of Christian Colleges and Universities are available in the Enrollment Services and Student Development Office and are to be returned to the Vice President for Enrollment Services for verification.

Some tuition remission is subject to taxation. Taxation varies according to the Internal Revenue Service regulations in effect at the time the benefit is utilized. For further information, refer to IRS Publication 520. (Copies are available in the Accounting Office or from most public libraries.)

Should the teaching or administrative faculty member terminate employment at any time during a semester, the tuition remission benefit continues until the end of that semester.

#### Spouses and Legal Dependent Children of Employees

Tuition remission is limited to 161 attempted hours, 12 full-time semesters (or equivalent quarters), or until the student completes the minimum requirements for a degree with the chosen major, whichever is less. Credits earned by the student through programs not funded by MVNU (e.g., PSEO, AP, SCAP, CLEP, transfer, or credit by exam) are excluded from the attempted hours limit. Students must declare their final degree and program aspirations (including major, concentration, and minor) before they have attempted 90 semester hours. Changes in degree or program plans after 90 attempted hours will not extend tuition remission eligibility.

Tuition remission for a qualified child applies to (1) biological children (married or single) under the age of 25, and (2) non-biological children (adopted or stepchildren) claimed on the employees most recent tax return as a dependent and under the age of 25. In the event that a child turns 25 years of age while enrolled in courses at MVNU, he/she may continue to receive full tuition remission through that academic year, including the following summer sessions. Tuition remission is not available for graduate courses.

Students who have handicaps or disabilities may be granted more than 12 semesters of tuition remission eligibility if ADA-compliant recommendations for a reduced academic load are provided to the University by a licensed psychologist or a certified educational specialist after appropriate diagnostic testing. If the disability exists prior to the original matriculation to the University, the ADA documentation and subsidiary recommendations for specific accommodations must be provided to the University prior to the initial enrollment.

#### Spouses and Children of Deceased Employees

The surviving spouse and children of a full-time employee who dies while in the service of the University, after five or more consecutive years of full-time employment, will receive 100 percent tuition remission if the deceased was employed as a full-time administrative or teaching faculty member. The spouse of the deceased faculty member will be eligible to apply for the tuition remission benefit for a 10-year period following the death, so long as the spouse remains unmarried.

Adult and Graduate Studies (includes only the BBA and AA programs)

Spouses of eligible employees may apply for admission to the Adult and Graduate Studies program by submitting the appropriate application. Only one tuition remission space will be available in each BBA cohort group. Two class tuition remission spaces will be available in each AA cohort group and the spouse must enroll in the cohort group site location located closest to their primary work assignment. Tuition remission covers only tuition for the Adult and Graduate Studies BBA and AA programs. It does not pay for books or the computer and software required for the courses.

Those eligible for tuition remission will be accepted into the program in the order in which applications and application fees are received. Tuition remission is not available to spouses or dependents already holding a baccalaureate degree. Program eligibility information and applications may be obtained from Adult and Graduate Studies Office.

Awarding of Tuition Remission (effective spring semester 2003)

Dependents of MVNU employees receiving tuition remission are allowed to use other institutional grants and scholarships for general fee and on-campus room and board. No other educational expenses are covered by institutional grants or scholarships.\* A credit refund will not be made from MVNU-based financial awards, nor will a credit from these awards carry forward to an ensuing year. Financial awards received from outside organizations may be applied to other educational expenses (books, course fees, etc.) according to the provisions of the award. Campus employment is considered earned income and may be received by the student beyond the amount of tuition, general fee, and on-campus room and board.

Aid applied toward tuition prior to utilizing tuition remission funds

Family discount  
Ohio Instructional Grant  
Ohio Student Choice Grant  
Any other grants or scholarships designated for tuition only

Institutional aid allowed beyond tuition (up to the total cost of general fee, on-campus room and board)

Academic scholarship  
Athletic scholarship  
Bible Quiz Grant  
Impact Team Grant  
  
Kiwanis Scholarship  
MVNU Challenge Grant  
Any other grants or scholarships from MVNU funds \*\*

Employee dependents are provided tuition remission for their first year of enrollment (two semesters, fall or spring) at MVNU. After the first two semesters at MVNU, the dependent student must meet the catalog guidelines for minimum GPA to be in good academic standing (per MVNU university catalog). If the student fails to meet the minimum GPA required for good academic standing (and is therefore placed on academic probation), he/she will not receive tuition remission for the following semester. Once a student has achieved the appropriate GPA for good academic standing, the student's tuition remission benefit can be reinstated for the following semester.

- \*Students with MVNU tuition remission receive tuition remission for the tuition portion of a study abroad experience. No other institutional aid is available for the semester in which a study abroad experience takes place. This is true of required experiences as well as those taken as electives. (Study abroad experiences fall under the guidelines above.)
- \*\* Students who receive tuition remission are only eligible for the Nazarene Pastor's Discount if the non-MVNU parent is a Nazarene pastor.

#### Nazarene College/University Tuition Waiver Program

There is currently a reciprocal arrangement with the other Nazarene liberal arts colleges/universities providing tuition grants for unmarried children under the age of twenty-three (23) of full-time faculty members attending one of the other seven liberal arts colleges/universities in the United States, the Nazarene Bible College, British Isles Nazarene College or Nazarene University College. Documentation of full-time employment as a faculty member or eligible administrative officer is provided by the Vice President for Academic Affairs to the receiving institution.

#### Council for Christian Colleges and Universities Tuition Waiver Exchange Program

Mount Vernon Nazarene University participates in the Tuition Waiver Exchange Program sponsored through the Council for Christian Colleges and Universities. This program enables the dependents of full-time faculty, staff, and administrators of participating Council colleges/universities to attend other participating Council colleges/universities tuition-free for up to four years.

Participating Council members typically limit the number of Tuition Waiver Exchange Program students they approve and may base their approval on timing of application, academic ability, and personal qualities. Applications and additional information for the Council for Christian Colleges and Universities Tuition Waiver Exchange Program are available in the Office of the Vice President for Enrollment Services and require the approval of that office.

### **2.15.2.9 Moving Costs**

#### Contracted Move

The University will pay the cost of moving up to 15,000 pounds of household goods with the use of a moving company from the place of previous residence for full-time faculty, mid-level managers, and administrators. Arrangements will normally be made with the lowest bidder. Other than packing for springs and mattresses, the University does not pay for containers, packing of containers, special packing or handling, or excessive carry charges. IRS guidelines will be followed when reporting moving expenses reimbursed by the University.

#### Self-Move

If employees wish to move themselves, the University will reimburse for eligible expenses, not to exceed the cost of the lowest moving company's bid. In a self-move, the cost of a return ticket for a friend or family member who assisted in the move can be included in the transportation expenses (limit 2 tickets for which receipts are required). If needed, the cost of renting pads or blankets can be included. To take advantage of possible discounts for early bookings, the University requests that return travel arrangements be made well in advance.

#### Payment of Expenses

The University will pay for the moving expenses up-front; any related moving expenses not covered under this policy, and therefore owed by the employee, are payable to the University within 90 days of delivery. If a job relocation is not at least 50 miles farther than the distance between the previous residence and where the former job was, the move must be approved by the Vice President for Finance and Treasurer, and the Vice President requesting the move.

### Exclusions

A sample of the items not eligible for reimbursement include, but is not limited to:

- additional charges for having more than one origination and/or destination point;
- storage expenses;
- extra handling charges for an item such as a piano, or other fragile or specialty item;
- expenses for hauling or towing a car, truck, boat, etc.;
- charges for servicing appliances;
- additional insurance coverage;
- personal expenses from moving family members or pets (e.g., food, housing, fuel, etc.);
- moves that take place more than one year after employment, unless circumstances exist that are in compliance with IRS regulations.

Questions or concerns on the exclusions should be clarified and authorized in writing prior to the move.

#### **2.15.2.10 Heritage Bookstore Discounts**

Employees and their immediate family (spouse and unmarried children) are allowed a 15% employee discount on all purchases made in the Heritage Bookstore with the exception of textbooks, software, sale, and food items.

An interest-free employee charge account may be opened in the Heritage Bookstore. The maximum balance allowed is \$400. Textbooks may be charged to the employee's account by either the employee or his/her immediate family. These accounts must be paid in full by May 31 of each year, to clear the balance for the closing of the University's fiscal year. If an employee fails to pay in full before May 31, the balance will be evenly deducted from the remaining payroll checks and/or deposits of the fiscal year (May 31 balances of less than \$50 will all be deducted from his/her last pay period), and the employee will forfeit the charge privileges for the upcoming fiscal year.

#### **2.15.2.11 Additional Benefits**

Other benefits include free admission to all home athletic games (except Homecoming and conference, regional, end of season tournaments, etc.) to all Lecture-Artist engagements, and admission to other selected campus events.

YMCA Corporate Membership Discounts on various YMCA memberships are available for faculty, administrators, and their immediate family. These memberships include the physical fitness center, health center, etc. For more information contact the Director of Alumni Services in the University Advancement Office.

### **2.16 Benefits for Retirees**

#### Definition of Eligibility

A full-time nine to ten (9-10) month faculty or eleven (11) month administrative faculty completing ten (10) consecutive years or more of full-time service immediately prior to retirement at Mount Vernon Nazarene University and retiring at age 62 or older.

On the date of retirement all employment rights and benefits held by the faculty member shall terminate except those rights vested as of the date of retirement under any pension program provided by the University.

1. Accidental death and dismemberment (AD&D) coverage was added as a benefit on October 1, 1995. The current carrier is Life Insurance Company of North America. The benefit is \$10,000 plus an additional \$10,000 seat belt benefit.
2. Group life insurance benefits have been in effect since April 1, 1976. The current carrier is MetLife. The Coverage amount is \$5,000 for individuals retiring on or before June 30, 1996. The coverage amount is \$10,000 for individuals retiring on or after July 1, 1996.
3. Group health insurance benefits became effective November 1, 1967 when Medical Benefits Administrators became the current carrier. The benefit amount is \$1,000 a year for the premium of the group Medicare supplement. Individuals retiring on or after July 1, 2002 will not receive the \$1,000 per year for premiums.
4. University library privileges for Knox County residents. A guest card issued at the University Library.
5. Invitation to the Awards Banquet and Christmas Dinner.
6. Newsletters and mailings: *Bits & Pieces*, *Mount Vernon Now*.
7. Invitation to Faculty Retreat.
8. Free admission to athletic events excluding Homecoming and tournament games with the Golden Buckeye Card.
9. Discount at the Heritage Bookstore of 15% on most items.

Retiring faculty who are approved for emeritus status retain the benefits listed in the "Emeritus Faculty Status," section. Namely:

1. Listing in the *Catalog*.
2. Identification cards for use of library, physical education facilities and applicable discounts at the Heritage Bookstore.
3. A lifetime complimentary pass with tickets issued upon request for athletic and Lecture-Artist series events.
4. Privilege of participation with other faculty in ceremonial academic activities.
5. Right to attend faculty meetings, convocations, chapels and other activities of the Faculty.



## **2.17 Compensation Policies**

### **2.17.1 Faculty Salary Arrangements**

It is the policy of the administration and the Board of Trustees to maintain the salary schedule of the University at the highest level commensurate with sound financial operations. The University also attempts to be competitive with salaries paid by similar universities. The salary scale is adjusted annually. The amount of salary is determined by level of training, faculty rank and years of service.

Part-time salaries are computed on a prorated basis using 24 hours as the standard annual workload. Adjunct faculty members are paid on a credit hour basis. Summer session salaries are paid as an addition to the regular base salary. The formula for summer pay is based on credit hours taught and class size.

### **2.17.2 Salary Schedule**

In order to compensate faculty in a fair and equitable manner, Mount Vernon Nazarene University has developed this salary schedule with provisions for quantifying and recognizing: (1) accepted graduate degrees/related programs of study or comparable experience, (2) promotions to the several professorial ranks, and (3) increment steps designed to reflect the University's consideration for and evaluation of the faculty member's longevity in college/university teaching, equivalent and/or related professional experience, as well as market demands which may impact the recruitment of faculty in certain academic disciplines from time to time.

The University will exercise the following provisions in implementing this schedule:

1. A faculty member's initial placement on the salary schedule will be determined by the Vice President for Academic Affairs, in consultation with the School Dean and the President.
2. Following initial placement, faculty progress vertically down the column with each subsequent year of full-time active MVNU service, earning one additional step on the schedule (part-time faculty earn 1/2 step) until either the maximum number of increments in that rank has been attained or horizontal movement has occurred. Sabbatical and educational leave time is credited as full-time service; other leaves of absence do not accrue service time.
3. Horizontal movement across the schedule occurs when approved graduate course work or degrees and/or promotions in rank have been completed and verified.
4. Faculty advance an increment step when moving to a different salary column. In the case where one has earned the maximum number of vertical increments in a particular column, increment steps will cease until horizontal movement to a different column has occurred and steps begin to accrue again.
5. The salary schedule's base will be evaluated annually for adjustments and, when changes do occur, a copy of the revised salary schedule will accompany the faculty member's annual contract.

6. The annual faculty contract, offered mid March (on or near March 15) for the following academic year, will reflect the faculty member's salary status at the time of contract issuance, including the column and vertical step and other pertinent information. For salary purposes, the earning of a Certified Public Accountant certificate is considered equivalent to thirty (30) additional graduate hours if the certificate is appropriate to the faculty member's teaching assignment. Only graduate work (or alternative professional development) completed and verified by September 30 of the contract year being considered, will be calculated for adjustments in salary.
7. The University reserves the right to interrupt a faculty member's vertical movement on the member's salary schedule if one's performance is deemed unsatisfactory by the department chair, school dean, or Vice President for Academic Affairs. An interruption would be considered by the president only after a meeting with the Vice President for Academic Affairs, the faculty member, the school dean and department chair has taken place to discuss the rationale for such a recommendation.
8. The University reserves the right to freeze movement (either vertical, horizontal, or both) for all faculty members on the salary schedule if the institution's financial status warrants such action.
9. The salary schedule indicates compensation for full-time nine-month contract appointments only. Any additional compensation for extended assignments during the academic year will be noted in the annual contract or in a separate letter. Compensation rates for part-time teaching, summer-school teaching, as well as overload work may be determined independent of the salary schedule

### **2.18 Corrective Discipline**

The University desires that all employees have a positive work experience. Therefore, an effort to correct unacceptable performance will be handled through the following correction discipline process:

1. The employee must be advised of the unacceptable performance in an employee/supervisor conference. The supervisor must keep written records that outline the unacceptable behavior, specify the necessary job requirements/expectations for satisfactory performance, and establish a time frame with corrective behavioral procedures. A date is to be set for a second conference to review the employee's progress. A written memorandum of this meeting, of the items discussed, and the action taken must be presented to the employee, and signed by the employee and the supervisor. The memorandum is then forwarded to the Vice President for Academic Affairs for inclusion in the employee's file.
2. If the unacceptable performance continues, the supervisor should review the situation with the Vice President for Academic Affairs and Director of Human Resources before conducting the second conference. A written warning must be presented to the employee at the second conference, and may indicate a probationary period.
3. If the situation cannot be resolved following the second employee/supervisor conference, a follow-up conference should be scheduled with the Vice President for Academic Affairs and the Director of Human Resources. They may request to meet individually with the supervisor and then the employee and/or meet with them together.
4. If the situation remains unresolved, the Vice President for Academic Affairs will schedule a conference with the employee and the supervisor. The employee may be terminated immediately.

### **2.19 Employee Misconduct**

Any violation of University policies or rules, or other improper behavior, is considered employee misconduct. Examples of employee misconduct may include, but are not limited to:

1. Repeated absences without notification;
2. Excessive tardiness;
3. Excessive personal use of the telephone interfering with job performance;
4. Leaving the job without the supervisor's permission;
5. Failure to observe University policies in the *Faculty Handbook*;
6. Abuse of University sick leave;
7. Abuse of the University's telephones or credit cards;
8. Use of alcohol or tobacco products;
9. Abandonment of the job, or three consecutive unexcused or unauthorized absences;
10. Repeated violations of computer regulations and policies;

11. Sleeping on the job; and
12. Failure to follow instructions.

When employee misconduct occurs, the immediate supervisor will schedule a counseling session with the employee to discuss the situation. A verbal warning will be given at this time. If the situation is deemed to be severe enough, the verbal warning can be waived in order to move to the following steps.

It is the supervisor's responsibility to file the statement of misconduct in the employee's personnel file in the Academic Affairs Office. If the misconduct continues, the supervisor will discuss the situation with the Vice President for Academic Affairs. If it is agreed that the problems should not be allowed to continue, a counseling session will be scheduled with the employee, the supervisor and the Vice President for Academic Affairs. Written warning will be given.

If the misconduct continues and after a discussion with the supervisor, the Vice President for Academic Affairs and the Director of Human Resources will schedule a meeting with the employee and the supervisor. The employee will be terminated.

## **2.20 Suspension**

Suspension removes an employee from duty and pay status for a limited period of time. It may be part of a progressive disciplinary process, or imposed without prior discipline. Unless immediate action is deemed necessary by a supervisor, suspension should be discussed with the Vice President for Academic Affairs and the Director of Human Resources.

## **2.21 Immediate Termination**

Causes for immediate termination include, but are not limited to, the University's determination of:

1. A felony or misdemeanor conviction involving immorality;
2. Abuse of alcohol or the use, possession, manufacture, or distribution of illegal drugs;
3. Theft or malicious damage to University property;
4. Physical abuse of another employee;
5. Sexual harassment, or
6. Falsification of employment records.

In all cases, a written record of the termination will be placed in the employee's personnel file.