

**FACULTY  
HANDBOOK**  
*Revised Edition, 2011*  
**MILES COLLEGE**  
BIRMINGHAM, ALABAMA



**President George T. French, Jr.**

Faculty Handbook  
Miles College  
Revised 2013

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## **NOTICE**

This handbook does not constitute a contract of employment but rather is a compilation of rules, regulations, benefits, practices and policies pertaining to the Miles College faculty. Various provisions addressing equal employment, harassment, prohibited discrimination, family medical leave, substance abuse, and other policies are based upon state and/or federal laws that may be amended, modified or repealed by subsequent legislation. Any mandated changes in the applicable laws supercede the policies provided herein, and faculty members should direct any related inquiries to the College's Human Resources Department.

## MILES COLLEGE MISSION STATEMENT

Miles College—a senior, liberal arts, church-related college with roots in the Christian Methodist Episcopal Church and in the tradition of the Historically Black College—motivates and directs its students to seek holistic development that leads to intellectual, ethical, spiritual and service-oriented lives. Guided by these core values, the Miles College education involves students in rigorous study of the liberal arts as preparation for work and life-long learning, in the acquisition of verbal, technological and cultural literacy, and in critical community participation; all as a prelude to responsible citizenship in the global society which they will help to shape.

## Faculty Policies and Procedures

### Academic Freedom

In an effort to uphold the academic integrity and academic freedom of faculty members, Miles College adopts the following 1940 Statement of Principles on Academic Freedom with 1970 Interpretive Comments approved by the American Association of University Professors:

1. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of the instructor's other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
2. The teacher is entitled to freedom in the classroom; in discussing his or her subject, but the instructor should be careful not to introduce controversial matter which has no relation to the subject. Limitation on academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of appointment.
3. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When the teacher speaks or writes as a citizen, he or she should be free from institutional censorship or discipline, but his or her special position in the community imposes special obligations.

As a person of learning and an educational officer, an instructor should remember that the public may judge his or her profession and this institution by the teacher's utterances.

Hence an instructor should at all times be accurate, should exercise appropriate restraint,

show respect for the opinions of others, and should make every effort to indicate that he or she is not an institutional spokesman.

### Effectiveness as a Teacher

Effectiveness as a teacher is determined by a review of the following considerations: The individual's knowledge of a subject field including current developments in that field, an ability to organize and effectively present course work both in an oral and a written manner, demonstrated ability to inspire students' interest and generate participation, and an active concern for students' academic progress. Efforts shall be made to achieve meaningful evaluation of a teacher by both division chairs and students.

### Effectiveness in Scholarship and Other Creative Activities

Although scholarly work takes many forms, a faculty member's effectiveness can be demonstrated by such achievements as publications, fine arts creations, personal presentations of formal papers, artistic performances, and the like. The quality of the individual's scholarly approach, capacity for independent thought, originality, and quality of research shall be evaluated. The faculty member should delineate at the time of evaluation those scholarly works and activities that have been produced during his or her academic career or the period in question. When feasible, opinions concerning scholarly output or potential should be solicited from outside the college as well as from colleagues within the institution.

### Effectiveness in Service Activities

Service functions are primarily those sanctioned by and performed for the college. The service may include faculty consultation within or outside the college; however, such service should advance the college's mission and purposes. Further, service may include such activities as academic or other professional services, participation in committee work, fulfillment of administrative assignments, and contributions to improvement of student and faculty life. In all cases, the faculty member's first obligation is to the college.

### Procedure and Criteria for Initial Employment

Appointments to the faculty are made in accordance with the Affirmative Action and Equal Employment Statement of the college.

When a vacancy occurs in the faculty or a new position is to be filled, the Dean of Academic Affairs and the Division Chairperson shall solicit applications and secure the credentials of applicants.

1. A position description and a statement of the desired qualifications of prospective employees must be approved by the Dean of Academic Affairs.
2. Unless it is an emergency situation where a position must be filled immediately, the position must be advertised on local or national level publications or on-line services related to higher education. Efforts must be made to attract candidates without discrimination based on race, religion, color, physical ability, national origin, sex or age, except where age, national origin, physical ability or sex constitutes a bona fide occupational or legal qualification.

3. Completed applications, a thorough check of references, background and other presented materials including official transcripts shall provide the basis for screening the applicants by the Division Chairpersons and the Dean of Academic Affairs. The Dean shall secure proper credentials of all applicants from previous employers.
4. Under usual circumstances, the Dean of Academic Affairs, the Division Chairperson, and representative members of the division faculty should conduct personal interviews with the faculty candidate.
5. The Dean of Academic Affairs shall recommend the selected candidate to the President. The candidate offered a position at any rank must meet the college's criteria for that rank.

#### APPOINTMENTS

1. Appointment offers from the President shall include academic rank of appointment, salary, any additional titles, division in which appointment is being made, type of appointment, effective date of appointment, a statement of duties, and any special arrangements relating to the appointment. In addition, all offers should be accompanied by a copy of the Faculty Handbook edition in force.
2. Offers should contain a reasonable date for informing the college of acceptance of the offer.
3. If the appointee agrees to the terms of the offer, he/she must sign the two copies of the contract sent to the faculty member and return the original copy to the President. The contract is not considered valid unless it bears both signatures.

### Primary Faculty Appointment:

The appointment to an instructional unit through which a faculty member has been assigned major academic responsibility is the primary faculty appointment. It is through this unit that a faculty member may hold tenure in the college and from which recommendations for appointment, promotion, tenure, salary adjustment, and other actions concerning the member are initiated.

### Secondary Faculty Appointment:

An appointment that an individual faculty member may hold in a different academic unit from one's primary assignment is called a secondary faculty appointment. Usually an individual may not hold academic rank in a secondary appointment higher than that held in the primary appointment.

### Non-Academic Faculty Appointments:

An appointment that an individual faculty member may hold which designates a non-teaching work assignment at the college in addition to the individual's faculty appointment and responsibilities is called a non-academic faculty appointment.

### Faculty Definitions

The term "faculty" refers to those persons, full or part-time, who serve the college in a teaching or research capacity and who hold the rank of professor, associate professor, assistant professor, or instructor or who are designated as professional librarians.

### Full-Time Faculty:

All faculty members with a full-time teaching assignment as determined by the regulations of the college and presently amounting to twelve (12) to fifteen (15) credit hours or the equivalent per semester; also all professionally degreed librarians whose work assignment provides for forty (40) or more hours per week are designated full-time faculty. Faculty members teaching more than the full-time workload of twelve (12) to fifteen (15) credit hours will be considered for overload pay based upon the recommendation of the Division Chairperson and approval of the Dean of Academic Affairs.

### Part-Time Faculty:

All faculty members with less than the full-time teaching assignment as determined by the regulations of the college, and all professionally degreed librarians whose work assignment provides for fewer than forty (40) hours per week are designated part-time faculty.

### Temporary Non-Tenure Faculty:

All faculty members, full or part-time, employed to fill emergency vacancies for a specific period of time as specified in their contract are designated temporary non-tenure faculty.

### Qualifications of the Faculty by Rank

All new faculty members are appointed to one of the following ranks.

Note: All academic credentials must be obtained at regionally accredited institutions.

Original copies of transcripts and faculty roster forms are maintained in faculty files located at the office of Academic Affairs.

### Instructor

An instructor shall hold a minimum of a master's degree or its equivalent in quality and extent of preparation that is at least one year (30-36 hours) of systematic graduate study in the individual's teaching field.

### Assistant Professor

An Assistant Professor shall hold a Ph.D. degree or the highest degree in that discipline or at least twenty-four to thirty hours of systematic graduate study beyond the master's degree in the appointed field. Preferably, the individual shall have had teaching or professional experience in that field and shall have demonstrated satisfactory levels of competencies in all three of the following areas: teaching, scholarly activity and service.

### Associate Professor

An Associate Professor shall hold a Ph.D. degree or the highest degree in that discipline, or shall have had two years of academic study and at least twenty-four to thirty hours of systematic graduate study, beyond the master's degree, toward a terminal degree in the appointed field. The individual (1) shall have had five years of teaching experience at the college level, and shall have demonstrated outstanding ability and competence in his/her discipline and (2) shall have had continued demonstration of a minimum of meritorious service in all three of the following areas: teaching, scholarly activity, and service.

## Professor

A Professor shall hold a Ph.D. degree or the terminal degree in the field of appointment, and (1) shall have had six years of teaching experience at the college level, (2) have demonstrated creative and scholarly ability, measured by at least three publications in refereed journals (3) have a record of distinguished service in scholarly research or as a creative artist, (4) and have demonstrated excellence in at least two of the three areas of teaching: teaching, scholarly activity, service, and meritorious service in one area.

A record of outstanding teaching experience is considered to be a necessary asset for all ranks.

## FACULTY EVALUATION

All faculty members shall undergo a faculty evaluation at the end of each academic year (Refer to Appendix F for faculty evaluation form). A score of 70% and above is considered satisfactory for the purposes of re-hiring and faculty development recommendations by the Chairperson. A score of 85% and above may lead to recommendation for merit raise, depending on the availability of funds.

## Promotion of Faculty

### Rank

All faculty contracts will specify rank of “Instructor,” “Assistant Professor,” “Associate Professor,” or “Professor.” Special titles not referring to rank may be “Visiting Professor,” “Lecturer,” and “Professor Emeritus” as determined by the President.

In general, a faculty member is expected to traverse the scale from lower to higher rank so that the Full Professor implies previous service as Associate Professor; the Associate Professor implies service as Assistant Professor and Assistant Professor implies previous service as Instructor. Transfer from lower to higher rank is regarded as “promotion” or “promotion in rank.”

Upon recommendation from the Dean of Academic Affairs and by authority of the Board of Trustees, the qualifications herein listed for the several ranks may be waived by the President in cases where the creative and/or professional accomplishments and professional standing of the individual concerned merit such action.

### Criteria for Promotion

Appointment and promotion to rank shall not be automatic. The faculty member should first meet the minimum requirement of the rank requested before submitting an application. Criteria for promotion relate to faculty activities in teaching, research, and service. It is recognized that an individual may not meet criteria in these three areas equally well, and that all may not be of equal importance for each academic rank or for any particular field of endeavor. While individual faculty member achievements are to be considered, it is also important that the program priorities of the appointing units be

considered as well. When appointment, promotion, and tenure recommendations are to be initiated at the division level, that unit will formulate the written criteria which shall be utilized. These criteria should be given to current faculty and to each new faculty member at the time of recruitment. These criteria and policies shall be approved by the Dean of Academic Affairs and the President prior to their use and shall include required educational qualifications, length of service in rank and such other criteria as are appropriate.

An instructor, who is enrolled in a graduate degree program at another institution when hired, and completes the terminal degree for his/her field will be eligible for application to Assistant Professor upon completion of the terminal degree without the need to serve 3 years in the instructor position. All others must serve 3 years at a position before applying for the next rank.

#### Procedures for Promotion and Tenure

##### A Grant of Promotion

The application for promotion should be initiated by the faculty member. The steps listed below should be followed:

An application for promotion shall be submitted with the documents:

- Application by the Candidate
- Peer Evaluation
- Student Evaluation
- Documentation of Scholarly Contributions

- Documentation of Professional Contributions and Membership in Organizations of Teaching/Research Area
- Documentation of Service to the College
- Documentation of Service to Community, State, and Nation
- Documentation of Honors and Awards
- Copy of Highest Degree Earned
- Documentation of Intern, Teaching/Research Assistantships
- Current Curriculum Vita

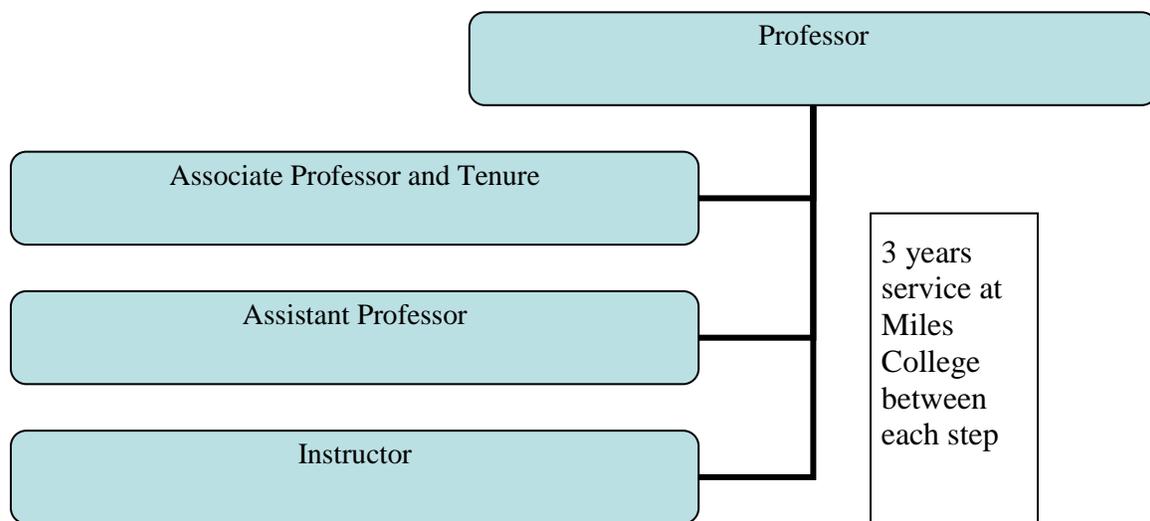
Forms and guidelines may be requested from the division chairperson, or the Office of Academic Affairs. Applications should be supported with the results of recent evaluations.

The application for promotion may be initiated at any point between the beginning of the fall semester and November 1, at which time all promotion materials are due in the Office of the Division Chairperson. Divisions may establish their own submission dates in order to meet a November 5 deadline for submission from the Division Chairperson to the Dean of Academic Affairs.

Applications are submitted first to the division chairperson who, in turn, submits them to the Dean of Academic Affairs.

The Office of Academic Affairs notifies candidates of the receipt of application and, in turn, submits the same to the Promotions and Tenure Committee by November 10. The Promotions and Tenure Committee shall complete its recommendations by December 5 and shall transmit its findings and recommendations to the Dean of Academic Affairs. The Promotions and Tenure Committee is an advisory committee and

its recommendations may be accepted or rejected by the Dean of Academic Affairs before submission to the President. The President may also accept, reject or amend the recommendations from the Dean of Academic Affairs. The President will present his/her recommendations to the Board of Trustees for approval. The President will then pass on the final decisions to the Dean of Academic Affairs who, in turn, will inform the applicants through written communication.



To apply for promotion to a specific rank, faculty must have achieved the requirements listed for the rank by the time of application. The requirements are considered minimal expectations for each of the levels of promotion and for tenure and specify the achievement of satisfactory, meritorious, and/or excellence.

Promotion to Assistant Professor

A faculty member appointed as an instructor may be promoted to assistant professor when he/she has:

1. Completed, with distinction, a minimum of three years in academic service at the rank of instructor at Miles College, except when the instructor was enrolled in a

graduate program at the time of initial hire by the College and the instructor has obtained a terminal degree for his/her field subsequently while in the College's employment.

2. Completed a terminal degree in the appointed field or at least twenty-four to thirty hours of systematic graduate study beyond the Master's degree in the appointed field.
3. Demonstrated satisfactory levels in all three of the following areas: teaching, scholarly activity and service.

#### Promotion to Associate Professor

A faculty member appointed as an Assistant Professor may be promoted to Associate Professor when he/she has:

1. Completed a minimum of three years in academic service at the rank of Assistant Professor at Miles College.
2. Completed a terminal degree in the appointed field or two years of systematic academic study and at least twenty-four to thirty hours of systematic graduate study, beyond the Master's degree, toward a terminal degree in the appointed field.
3. Continued demonstration of a minimum of meritorious service in all three areas of teaching, scholarly activity, and service.

#### Promotion to Professor

A faculty member at the rank of associate professor may be promoted to professor when he/she has:

1. Completed a minimum of three years of academic service at the rank of associate professor at Miles College.
2. Completed a terminal degree in his/her area and have demonstrated creative and scholarly ability, measured by at least three publications in refereed journals.
3. Demonstrated excellence in at least two of the three areas of teaching, scholarly activity, service, and meritorious service in one area (as defined below).

#### Examples of Satisfactory Service, Meritorious Service, and Excellent Service

As faculty progress in careers in academic institutions, they are expected to achieve satisfactory service levels, followed by meritorious service levels, and then excellent service levels. The examples for meritorious service are built upon those for satisfactory service, and the examples of excellent service are built upon both meritorious service and satisfactory service. A faculty member who demonstrates meritorious service in an area should also be able to demonstrate satisfactory service in that area and a faculty member who demonstrates excellent service should be able to demonstrate both satisfactory and meritorious service.

The following are examples only; the candidate is not required to demonstrate every example, and may offer alternative examples.

#### Teaching

##### Examples of Satisfactory Service

1. Design a course, including writing learning objectives, organizing content, and developing instructional materials, presenting information, and evaluating students.

2. Counsel and advise students as they progress through courses/programs.
3. Demonstrate teaching competence based on student and/or peer evaluations.
4. Exhibit current knowledge of course content and awareness of current developments in the subject area
5. Demonstrate evidence of student achievement using assessment of learning outcomes.
6. Assist colleagues, both within and external to the department, with lectures and labs.
7. Participate in program/curriculum development.

#### Examples of Meritorious Service

1. Demonstrate ability to teach effectively at varied levels of instruction.
2. Serve as a guest lecturer for other programs both internal and external to the college.
3. Serve as an advisor to student groups outside of course projects.
4. Develop, implement, and evaluate innovative teaching methods.
5. Mentor junior faculty in course development and in implementing new instructional methods.
6. Participate in workshops/training sessions on teaching methods, evaluation methods, and/or curricular design.
7. Demonstrate teaching excellence based on student and peer evaluations.
8. Publish chapters, reviews, web-based publications or books that are used outside of the college for teaching purposes.

### Examples of Excellent Service

1. Demonstrate outstanding teaching based on student and/or peer evaluations.
2. Achieve recognition for innovative teaching methods (with methods adopted by others).
3. Serve as a mentor for faculty regarding professional and programmatic development.
4. Receive commendations and awards for teaching excellence.
5. Be a visiting professor at other institutions.
6. Design and implement faculty development workshops to improve teaching effectiveness.
7. Provide leadership in developing new courses, designing, and implementing new teaching methods.
8. Initiate and evaluate innovative changes in curricula.
9. Develop training grant proposals.
10. Develop, implement, and evaluate methods to assess educational outcomes.
11. Be recognized as an authority by invitation to serve on grant review sections/boards for training grants.

### Scholarship

#### Examples of Satisfactory Service

1. Present and/or publish abstracts of scholarly works
2. Co-author of peer reviewed publications.
3. Participate in funded projects (e.g., contracts or grants).
4. Publish book chapters or review articles.

### Examples of Meritorious Service

1. Senior author of manuscripts in peer-reviewed journals.
2. Principal Investigator or Co-Investigator in a funded project.
3. Receive commendations and awards for research excellence.
4. Senior author of book chapters or review articles.
5. Present research/scholarly works at national/international professional meetings.

### Examples of Excellent Service

1. Serve as a principal investigator for sustained/continuous funded grant activities.
2. Have a sustained record of publications in peer reviewed journals.
3. Be recognized as an authority as demonstrated by invitations to serve on grant review section/boards, and/or external advisory boards.
4. Assume leadership in the planning and execution of national/international symposia or forums.
5. Serve as an invited speaker in designated area of scholarship at national/international meetings.
6. Be an invited member in an honorary scholarly society.

### Service to Miles College

Note: Examples in this section must be service that benefits Miles College to count towards promotion or tenure.

### Examples of Satisfactory Service

1. Be a member of college, division, or department committees and/or task forces.
2. Demonstrate competent performance of an administrative role and/or special assignment.

3. Perform professional activities that are approved by the department or division.
4. Participate in community service programs.
5. Be a member and participate in at least one relevant professional organization.

#### Examples of Meritorious Service

1. Receive recognition of excellence in service.
2. Demonstrate leadership of division or program committees and/or task forces.
3. Demonstrate leadership in a state or national professional organization.
4. Serve on an invited site visit team, advisory board, or consultation at another institution.
5. Provide exceptional service in an appointed administrative role within the division or program.
6. Be a reviewer of journal manuscripts and/or grants.
7. Demonstrate ability to assist other faculty to become competent in their areas of interest or program assignments.

#### Examples of Excellent Service

1. Chair committees in division or programs
2. Serve as a leader in state or national professional organizations or community programs as demonstrated by chairing committees or serving as an officer or board member.
3. Provide consultations to health care organizations or educational programs.
4. Lead a team for external review or accreditation of other educational programs.
5. Provide leadership as a program or division administrator or as a community leader.

6. Serve as an editor or on an editorial board for professional/refereed journals.
7. Receive awards of recognition for exceptional contributions to the advancement of the profession.

### A Grant of Tenure

A grant of tenure is the statement of expectation by the Board that the employment of the member selected for tenure will be permanent. In the normal course of events, tenured faculty members are expected to remain until retirement. A tenured faculty member is subject to termination of appointment, however, for any of the following causes: (1) elimination of the position as a result of academic reorganization or financial exigency; (2) misconduct that reflects adversely on the college; (3) physical or mental incapacity; (4) failure to discharge responsibilities in a manner consistent with the standards of the college.

In the event of termination of appointment, a tenured faculty member shall have the right to a reasonable notice of such termination and have the right to a statement of the cause for this action, an opportunity to respond in writing, and a right to a review by the Academic Affairs Committee of the Board of Trustees. Any tenured faculty member whose appointment has been terminated shall have the right to appeal to the Academic Affairs Committee of the Board of Trustees by filing such a written appeal with the President within fourteen days (14) of receipt of written notice of termination. The action of this committee with respect to an appeal shall be final. Tenure does not prevent the periodic review and annual evaluation of the work of the faculty member.

No more than 70% of the faculty positions will be held by tenured professors of associate or full professor rank. Persons in divisions that have already reached a 70% quota of tenured members and who become eligible for consideration for tenure may continue as employees of the college with a two to five-year contract that may be renewed, provided that normal evaluations of their work are satisfactory. Such persons will be considered for tenure, as soon as a vacancy in the tenured ranks of their division becomes available. If there is more than one person eligible for a particular tenured position, the faculty member with the longest period of service at Miles College will be given first consideration.

The faculty member must hold the rank of Associate Professor to hold tenure. The faculty member can apply from the position of Assistant Professor simultaneously to the rank of Associate Professor and tenure, but the promotion must be granted before tenure may be granted because the faculty member must first hold the rank of Associate Professor before tenure can be granted.

Tenure is obtained only by grant of the institution, recommendation of the President and approval by the Board of Trustees

#### Submission of Tenure Documents

1. An application for tenure shall be submitted using the Form and Guidelines listed in the Appendix. Forms and guidelines may be requested from the division chairperson, or Office of Academic Affairs. Applications should be supported with the results of recent evaluations.
2. The applications for tenure may be initiated at any point between the beginning of the fall semester and November 1 at which time all promotion materials are due in the Office

of the Division Chairperson. Divisions may establish their own submission dates in order to meet a November 5 deadline.

3. Applications are submitted first to the division chairperson, by November 1, who, in turn, submits them to the Dean of the Academic Affairs, by November 5, who forwards them to the Committee on Promotions and Tenure by November 10.

4. The Promotions and Tenure Committee shall complete its recommendations by December 5 and shall transmit its findings and recommendations to the Dean of Academic Affairs. The Promotions and Tenure Committee is an advisory committee and its recommendations may be accepted, rejected or amended by the Dean of Academic Affairs before submission to the President. The President may also accept, reject or amend the recommendations from the Dean of Academic Affairs. The President will present his/her recommendations to the Board of Trustees for approval. The President will then pass on the final decisions to the Dean of Academic Affairs who, in turn, will inform the applicant through written communication.

#### Tenured Appointments

Full-time faculty members either hold or have the potential of holding tenure as Associate Professor, or Professor unless their appointments specify otherwise. Files on each faculty member shall be kept in both the division office and in the office of the Dean of Academic Affairs. These files should include all written documents relative to tenure and promotion. The files shall also include correspondence from the candidate, letters of recommendation, evaluation ratings, and a summary of committee reports and action.

## Criteria for Tenure

Tenure is the recognition of sustained commitment and growth and is demonstrated by contributions to the program, department and College that improve the quality of the institution. Persons, awarded tenure, are expected to maintain a high level of personal and professional integrity.

## Requirements:

Tenure is awarded to individual faculty members based upon the following:

1. Met the requirements as listed above for the faculty rank of Associate Professor or Professor.
2. Completed a minimum of six years as a full-time faculty member in an academic setting at Miles College.
3. Completed a minimum of six years in academic service to Miles College.
4. Demonstrated sustained productivity and evidence of effectiveness in teaching, scholarly activities, and service to the college.
5. Demonstrated sustained commitment to development, quality, and reputation of program, department, and the college. Commitment can be demonstrated by activities that support the mission of the program, department, and the college. Examples include development of new programs and/or tracks within programs, activities that increase the visibility of the college, enhancement of services for students, and participation on committees and task forces.
6. When appropriate, tenure may be granted by the President at the initial faculty appointment.

### Tenure Policy for Administrators

Administrative positions are non-tenured. An administrator with academic tenure shall continue to carry appropriate academic rank and to have status in the regular faculty. An administrator holding non-tenured academic rank may earn tenure as described for regular faculty members at the discretion of the President. The time in service as an administrator, however, will not count toward tenure unless the person is currently teaching at least three hours in an academic area.

### Continuing Appointment, Non-Reappointment, Resignation, and Retirement

#### Continuing Appointment

Notice of continuing appointment shall be made by the Dean of Academic Affairs. Notice of appointment shall be received no later than June 15. However, if circumstances beyond the control of the college warrant an extension of time, then the President shall give written notice as soon as practical.

#### Non-Reappointment

When a decision has been made to not reappoint a non-tenured faculty member, the Dean of Academic Affairs shall give notice on non-reappointment in writing by June 15. However, if circumstances beyond the control of the college warrant an extension of time, then the President shall give written notice.

### Resignation

Acceptance of a full-time faculty appointment is a commitment to the scheduled academic year; acceptance of a full time administrative appointment is a commitment to a full calendar year. When circumstances do not permit the completion of such a commitment, the college may agree to a resignation with at least three (3) months written notice given to the Dean of Academic Affairs and to the President. However, the three (3) months written notice to be given to the Dean and the President can be reduced if the circumstances warrant. Failure to give the three months written notice may lead to the faculty member being financially responsible for the cost of hiring a replacement faculty and all other incidental cost.

### Retirement

The college will conform to federal regulations that ban age based retirement policies. Early retirement may be taken at the option of the individual, in accordance with provision of the retirement program of the college. Benefits at retirement, available through the college, depend upon the individual's own participation and the information on these matters may be obtained on an individual basis from the Office of the Business Manager. Members are expected to give one year's written notice of expected retirement.

## Criteria for Professor Emeritus(a)

### Criteria for Eligibility

1. Emeritus (a) status may be granted to a tenured faculty member after written notice of retirement is received.
2. Any faculty retired prior to approval of this policy that have not been awarded emeritus(a) status may be appointed to such status retroactively to the date of their retirement upon satisfaction of established criteria.
3. Service to the college must be judged exemplary by the president such as:
  - (a) The individual must have contributions, which are generally accepted as being significant beyond the norm for the position; and
  - (b) The granting of emeritus status to faculty shall be based on performance in the same general areas considered during evaluations throughout their careers: teaching effectiveness, professional contributions, service and support to the college and its community.

### Procedures

1. When a faculty member's written notice of retirement is received at the office of Human Resources, the faculty member may, through his/her respective chair, apply for emeritus (a) status.
2. Within one month of receiving the retirement notice from the office of Human Resources, the chair will convene the department's tenure track faculty committee to review the qualifications of the emeritus (a) faculty candidate as presented in supporting documentation. Candidates will be nominated by majority vote.
3. Emeritus (a) candidates must have tenure.

4. Those nominated will have materials submitted for recommendation by the candidate's respective Academic chair, and then sent to the office of the Academic Dean for evaluation and then sent to the President where the final decision will be made. (The President will have access to all materials and meeting notes, as well as approval for the appropriate department head).
5. The Board of Trustees shall award Emeritus (a) status upon the recommendation of the President and the approval of the Board of Trustees. Public recognition of Emeritus(a) status will be made at the commencement exercises at the end of the academic school year, at which time the emeritus(a) status will become effective.

#### Rights and Privileges of Emeritus (a) Faculty

1. The title Emeritus(a) will follow the faculty member's rank upon retirement, (i.e., *Professor of Mathematics, Emeritus*)
2. A list of all Emeritus faculty members should be included in the College catalogue and other appropriate documents.
3. Those faculty members receiving Emeritus title shall be invited to sit (with current faculty) at the graduation ceremonies. Their names shall appear in the commencement program.
4. Emeritus faculty, as all retired faculty, shall be allowed to maintain a College identification card entitling them to certain privileges. These shall include, but are not limited to, library usage, reduction of rates at athletic events and other privileges granted by the College that do not cause undue financial burdens as deemed by the College.

5. Emeritus may request the use of available laboratory and desk space or may apply, upon approval, for college grants under the same rules as other faculty.
6. Emeritus shall receive invitations to participate in College public ceremonies such as academic processions, convocations, and appropriate social functions.

### Disciplinary Probation, Dismissal, and Termination

#### Disciplinary Probation

A faculty member against whom charges have been referred and determined to be factual following a hearing, relating to behavior as described below may be given the option by the President of choosing between accepting Disciplinary Probation for a period not to exceed one academic year or facing dismissal proceedings.

Probation may result from such behavior as disrupting the learning atmosphere, disorderly conduct in the classroom, failure to report for or carry out a direct assignment, unprofessional conduct in public, abuse of school property and/or any activity that may bring substantial discredit to the college.

If the faculty member accepts the written conditions of disciplinary probation and fails to comply, dismissal proceedings will be initiated.

#### Suspension

Suspension of a faculty member from an academic position is a most serious matter and requires action by the President.

In instances where a Division Chairperson or the Dean of Academic Affairs believes a faculty member's continued appointment, during the academic year, is not in the best interest of the college, the first step is the preferring of charges. The faculty member will be given a hearing before a faculty committee convened by the Dean of

Academic Affairs. The faculty member shall be informed in writing of the charges before the hearing and shall have the right to choose and bring legal counsel. The hearing shall be conducted in accordance with established written procedures for such hearings as set forth in Appendix B of this handbook.

Until the final decision on the matter has been reached, the faculty member shall not be suspended unless the well being of the faculty member or other members of the College community is threatened by continuance. Salary may or may not continue during the period of suspension, this decision being reserved for the President. Suspension can be ordered only by the President.

A written report of the hearing—including findings of facts and specific recommendations for or against dismissal as well as other possible sanctions, such as disciplinary probation or suspension—shall be transmitted to the President and to the faculty member.

### Termination

#### Termination Due to Bona Fide Financial Exigency

Tenured faculty members' appointments may be terminated under bona fide and demonstrable circumstance of financial exigency. Whenever financially feasible, tenured faculty members shall be given notice in advance of termination at the discretion of the Board of Trustees. The appointment of non-tenured faculty members may be terminated prior to the end of a previously agreed upon period of appointment. Should such a matter arise, upon request, the terminated faculty member is entitled to a hearing.

Any terminations for reasons of financial exigency will follow considered advice from the Dean of Academic Affairs. Before terminating faculty or research appointments

for financial causes, the college shall make a good faith effort to place the affected faculty member in an available position for which he/she is qualified.

Termination Due to Bona Fide Discontinuance of a Program or Division of Instruction

Where termination of appointment is based upon bona fide discontinuance of a program or division of instruction, the affected faculty member will be given notice no later than fourteen (14) days from the date on which the college receives an official notice of termination.

Before terminating a faculty member due to bona fide discontinuance of a program or division of instruction, the college shall make affirmative good faith efforts to place the affected faculty member in an available position for which he/she is qualified.

The released faculty member's place in the program terminated will not be filled by a replacement within a period of two (2) years unless the faculty member has been offered reappointment and a reasonable time within which to accept or decline it.

Reasons for Dismissal of Faculty Members, Tenured or Non-tenured:

Reasons for dismissal shall include the following:

1. Financial Exigency
2. Termination of academic program
3. Willful neglect of duties (including special assignments).
4. Incompetence in teaching area
5. Professional dishonesty, including professional misconduct
6. Verbal and physical abuse of students and peers
7. Failure to attend classes, without justifiable excuse or permission

8. Violation of civil and criminal codes
9. Violation of college policies, and
10. Failure to comply with written and agreed upon probationary terms.

#### Professional Conduct

In addition to the preceding list of causes for dismissal, faculty members, as professionals, are expected to observe acceptable rules of conduct. Teachers are role models who consciously or unconsciously communicate their own values and ideals to students through repeated actions. To reinforce the college's goals, faculty should:

Abstain from the use of vulgar, intemperate language;

Refrain from malicious gossip or indiscreet conversation with students and others about colleagues and administration and hold all privileged committee communication in strict confidentiality;

Abstain from controlled substances, tobacco, and alcohol on school premises;

Avoid wearing inappropriate clothing to work.

#### Faculty Due Process

See Appendix B

## Full-Time

### Faculty Workload

#### General Considerations:

1. A faculty workload consists of any and all of the following kinds of assignments:

- class sessions
- meetings
- office hours
- special assignments
- participation in official college functions
- research
- professional improvement

Attendance at regularly scheduled classes is essential in providing systematic instructional services for students. Thus, each faculty member is required to meet all assigned classes. A faculty member may be excused from classes by the Division Chairperson and the Dean of Academic Affairs to attend meetings or functions relating to the college's programs and sanctioned by official policy. Faculty members may not alter the official schedule of classes without written authorization from the Dean of Academic Affairs.

2. No full-time faculty member shall make or accept any other full-time concurrent appointment during his/her hours of responsibility at Miles College. So long as the faculty member meets Miles College's responsibilities outlined under general considerations, other appointments are considered personal business. Faculty members

must recognize, however, that the College's official business hours are from 8 a.m. to 5 p.m. every weekday. A weekday without any scheduled class does not constitute an off day for the full-time faculty member.

3. All faculty members with a full-time teaching assignment as determined by the regulations of the college and presently amounting to twelve (12) to fifteen (15) credit hours or the equivalent per semester; also all professionally degreed librarians whose work assignment provides for forty (40) or more hours per week are designated full-time faculty. Faculty members teaching more than the full time workload of twelve (12) to fifteen (15) credit hours per semester will be considered for overload pay based upon the recommendation of the Division Chairperson and approved by the Dean of Academic Affairs. Internship, field placements, grant-writing, etc., are evaluated on an individual basis. Class size and number of class preparations are also considered in computing the teaching load. For Honors Faculty, a full-time workload shall be nine (9) credit hours. Honors Faculty will be expected to use the difference in load to engage in higher academic rigor and in off-campus social- and cultural-enrichment activities for Honors students. A detailed plan of the enrichment activities shall be submitted to the Honors Director by all Honors Faculty at the beginning of the semester.

4. When faculty members do not have full-time teaching loads, the Dean of Academic Affairs reserves the right to substitute other duties within the academic framework with no salary reduction.

5. The final arrangement of a faculty member's time schedule is the responsibility of the Dean of Academic Affairs in consultation with the Division Chairperson. Class sessions have priority over other duties. Office hours, meetings of various kinds, college

functions, and special activities are fitted into the schedule after the time for class sessions have been determined.

6. Faculty members are required to schedule a minimum of ten (10) hours a week to hold conferences with students.

7. The summer school session shall be set by the Dean of Academic Affairs. A full-time teaching load is 9 semester hours or its equivalent.

8. A faculty member may desire and have the opportunity to teach during the regular summer session. The Department Chairperson's decision, as to what courses will be offered, will depend upon the availability of funds, student demand, and divisional program needs. Within these constraints, divisions should devise their own procedures for the development of summer school offerings.

9. The determination of programmatic needs for a summer session rests largely at the divisional level with final approval by the Dean of Academic Affairs. Equity in the distribution of opportunities to teach in the summer session among faculty members across time is the responsibility of Department Chairpersons.

10. Recesses, vacations, and holidays are published in the official college calendar.

### Classroom Responsibilities

1. The class session is the formal meeting between a faculty member and students in a course of instruction. As a general rule, the amount of credit earned by a student in a course of instruction is determined by the amount of time spent in class sessions. This credit is expressed in terms of semester hours.

2. Office space is assigned by the Division Chairpersons. Each faculty member is expected to post, announce, and observe regular office hours. It is an obligation of faculty members to grant students the right of consultation at convenient hours.

3. Each faculty member is required to develop written learning outcomes for each course taught with procedures for accomplishing the learning outcomes. Copies of the learning outcomes and a syllabus of each course are to be supplied to the Dean of Academic Affairs, the Division Chairperson and the students in each course not later than two weeks after the term begins. When more than one section of a course is taught by two or more faculty members, the faculty members must submit a common course syllabus. All syllabi must reflect the mission and goals of the college and the division.

4. Faculty members are responsible for ordering textbooks for their courses through the Miles College bookstore. Faculty should check with their Department Chairpersons for the deadline for ordering and the requisition forms. Department Chairs are responsible for delivering the order forms to the bookstore by the deadline. A faculty member is not allowed to sell syllabi, books, or supplies pertaining to student work at the college unless permission is granted, in writing, by the Dean of Academic Affairs.

5. Each faculty member is responsible for equipment and other inventory items assigned to him or her by the Division Chair or another appropriate authority of the college. Each faculty member shall be responsible for the fair market value in replacing equipment and inventory items should they be negligently lost or stolen while loaned or assigned the faculty member. Division Chairs are required to make yearly inventory reports of equipment and other items of value housed in each division.

6. A faculty member may not change his assignment of courses, rooms, or hours, without the specific consent of the Division Chairperson.

7. Reports of teaching loads are required during the early weeks of the semester. These reports must be submitted to the Division Chairperson and the Dean of Academic Affairs on forms provided for this purpose.

8. Courses in which fewer than five (5) persons have been admitted should be called to the attention of the Division Chairperson and the Dean of Academic Affairs within the first two (2) weeks of the semester.

9. It is the duty of the faculty members to meet classes promptly, to keep accurate records of student attendance, class work, all evaluations, and any other activities designed for the satisfactory meeting of the course learning outcomes. Absences are counted from the first meeting of the course. At the discretion of individual faculty members, students with excessive absences may be reported regularly to the Counseling, Advising, and Testing Center. Completed attendance and course work documentation must be submitted to the Division Chairperson at the end of each semester.

10. Appropriate off-campus learning experiences are encouraged. The Division Chairperson should be informed when a class will leave campus. If college transportation is needed, it should be requisitioned through the Business Manager at least five (5) days prior to the date of the scheduled event. If such trips entail students' absences from other faculty members' classes, arrangements should be made through the office of the Dean of Academic Affairs. A written plan should be prepared by the faculty member documenting the enrichment experience. A list of persons involved must be filed with the Dean of Students.

11. All faculty members should hold mid-term and final examinations as scheduled by the Dean of Academic Affairs unless special permission to deviate is granted.

12. At the end of each semester, faculty members will submit a grade for each student registered for their classes on forms provided by the Academic Records Office. The grades listed on the grade sheet will be official and should agree with those recorded in the course documentation. The system of grading is based on A, B, C, D, F, I, and W. The significance of the grades is as follows:

A – Excellent, B – Good, C – Average, D – Poor, F – Failure, I – Incomplete, W – Withdrew.

When a student withdraws from a class, the student must secure the signature of his or her advisor and the faculty member involved except when the student is allowed to withdraw from a class online. If he or she withdraws from the college entirely, the signatures of the student's advisor, the Registrar, and the Dean of Academic Affairs are required. All faculty members involved will be sent notices of the withdrawal. A student may withdraw without prejudice before the last two (2) weeks of the scheduled class meetings.

Once a semester grade has been recorded and filed with the Registrar, it is final unless an error has been made, in which case the change must be approved by the Dean of Academic Affairs who will then instruct the Registrar to change the grade. If the Dean does not approve, the faculty member may appeal to the Instructional Council, who may advise the Dean; but the Dean will make the final decision. Appeal from the decision of the Dean goes to the entire faculty.

13. Faculty members must go first to their Division Chairpersons with any problems or questions concerning classroom responsibilities or procedures.

14. At the close of the academic year or at the termination of service, whichever comes first, faculty members must file completed clearance forms with the Division Chair, who forwards the forms to the Academic Dean, who, in turn, forwards them to the Business Office before final checks will be issued.

#### Committee and Conference Responsibilities

All faculty members are expected to attend the Faculty Conference held at the beginning of each semester. All faculty members are expected to attend regularly scheduled faculty meetings and other meetings which may be called by the President or the Dean of Academic Affairs with sufficient notice given. Faculty meetings give faculty the privilege to vote on matters of academic policy, to be informed, to voice opinions about administrative plans, and to participate in decision making in matters related to the academic programs of the college. Faculty meetings are conducted either by the President or Dean of Academic Affairs.

A secretary of the faculty is elected by faculty members at the first meeting of the academic year. It is the secretary's responsibility to record the proceedings of all faculty meetings, to distribute to the faculty a copy of the minutes, and to assist faculty members in placing items on the agenda.

All faculty members are expected to attend division meetings. Copies of division meeting minutes are filed with Dean of Academic Affairs within two (2) weeks after a meeting.

The duties of faculty members may include special assignments which the administration considers necessary to the proper functioning of the college and are compatible with a full work load. Such assignments include: (1) assisting in registration; (2) advising students and student organizations; (3) representing the college at professional meetings; (4) acting as special delegates at the request of the administration; and (5) serving on special committees.

### Faculty Salaries and Fringe Benefits

#### Salaries

Salary arrangements for faculty are the primary responsibility of the Dean of Academic Affairs, the Business Manager and the President. Some portions of the faculty member's salary may be paid by a secondary appointment or by other sources.

Salary increases may be granted from year to year within the salary range of a given rank on the basis of the services of the faculty member and the financial ability of the college. The salary payments are considered as beginning on the first day of the Faculty Conference in August.

Supplementary financial aid may be granted to faculty members for professional improvement or for other purposes deemed desirable by the administration.

#### Fringe Benefits

1. Teacher Insurance Annuities of American College Retirement Equities Fund (TIAA-CREF) is a voluntary retirement annuities program made available to the faculty and staff of the college. The employee may contribute by payroll deduction an amount

equal to 5% of annual gross salary. The employee's contribution is matched 100% by the college.

If the employee elects to make his or her contribution by salary reduction, the employee will pay federal income taxes on his annuity at the time that it is returned (at retirement). If the election is for salary deduction, federal income taxes are paid annually on the employee's regular salary, and there is no additional tax when the annuity is returned on that portion attributable to the contribution. Information regarding TIAA-CREF shall be given to new employees by the Business Manager during the Faculty Conference.

2. Study grants: When funds are available, a limited number of study grants are made available to faculty members. Application for such grants must be made to the Dean of Academic Affairs via a Division Chairperson. Selection is based upon the availability of funds, the length of service, and level of training to be pursued.

3. Credit Union: Miles College is affiliated with the Jefferson County Teachers' Credit Union. All Miles College employees are eligible for membership.

4. Federal Insurance Contribution Act: Miles College is covered by the act and taxes the employee at the rate required, and matches the employees' contribution 100% as required by the act.

5. State Unemployment Insurance (S.U.I): Miles College became subject to S.U.I. in 1972. The S.U.I. provides unemployment compensation for employees of the college who have worked with the college at least five (5) tax year quarters.

6. Admission to college sponsored events: All faculty, their spouses and children may attend all school-sponsored events free of charge or at nominal cost.

7. Matriculation by Faculty and Their Children: All faculty members and their dependants are eligible for matriculation at the college with 100% tuition remission.

Holiday, Vacation, and Leave

Holidays

Normally, faculty will receive holiday pay for the following official holidays:

- Martin Luther King, Jr. Birthday 1 day
- Spring Break 5 days
- July 4<sup>th</sup> 1 day
- Labor Day 1 day
- Thanksgiving 3 days
- Christmas 2 weeks or in  
accordance with academic  
calendar
  
- New Year's Day 2 days

Annual Vacation

Faculty members on 12-month appointment are entitled to vacation with pay according to the following schedule:

<u>Length of Continuous Service</u>	<u>Per Year</u>
1 year and beyond	10 working Days

Nine-month faculty members, Full Time Temporary and Part Time, are not eligible for annual vacation. The college encourages employees to take their earned vacation during each fiscal year. Any exception from this policy must be approved by the President.

Sick Leave

Faculty members are eligible for sick leave benefits from the beginning of the contract period, one day per month of service for 12 months employees. (Nine-month

employees will earn nine days a year.) Any sick leave earned during the fiscal year and not used is accumulated up to 120 workdays. Sick leave not used is not payable to the employee upon the end of his/her employment with the College. Annually, the College may grant up to twenty days of sick leave, with pay.

### Use of Sick Leave

You can use sick leave for the following reasons:

- Personal illness (including pregnancy and childbirth)
- Doctor and Dental Appointments
- Absence due to treatment, care, or counseling for substance abuse
- Absence due to illness in faculty member's immediate family or immediate household
- Death of family or household member.

### Other Leaves of Absence

#### Military Leave

Miles College complies with the Statement of Support for the National Guard and Military Reserve that the Department of Defense requests of all employers. The College agrees that: 1) it will not limit or reduce employees' career opportunities because of their military service, and 2) employees will be granted leave of absence for military training in the Guard or Reserve without sacrificing annual leave.

The College allows employees a maximum of fifteen working days in a calendar year to fulfill their training duty with the National Guard or the Reserve. Under this policy, the College will reduce an employee's pay by an amount equal to the military pay received during leave for training.

#### Extended Periods of Military Leave

The College will grant employees extended leaves of absence without pay for military service under the Selective Service Act or through activation of their Reserve

or Guard Units. Upon completion of extended military service, employees are entitled to reinstatement of employment if they apply within ninety days of discharge from active duty or within one year if hospitalized.

### Maternity Leave

A faculty member is eligible for medical leave of absence for maternity for a period not to exceed four (4) months. Vacation time may be taken and paid during this period if accrued and requested by the member. Sick leave may be paid upon request for temporary disability certified by the attending physician, to the extent that the member has accrued benefits.

Thereafter, the employee is placed on leave of absence without pay. A physician's statement will serve to define the warranted length of maternity leave. Leave of absence requests for child care beyond the time of pregnancy related medical disability are considered as personal leave requests that require the approval of the Academic Dean and may be considered for a period not to exceed three additional months. Any questions should be addressed to the Office of Personnel. Reinstatement following childbirth will be without loss of accrued benefits.

The faculty member should advise the division chairperson well in advance of maternity leave so that appropriate substitutes can be identified.

### Family and Medical Leave of Absence

Under the Family and Medical Leave Act of 1993, qualified employees are entitled to up to twelve weeks of unpaid leave per year for the birth, adoption, or foster care placement of a child; to care for a spouse or an immediate family member with a serious health condition; or when the employee is unable to work because of a

serious health condition. As required by the Act, Miles maintains any pre-existing health insurance coverage during the leave of absence period (paying the same premiums for persons on family and medical leave of absence as for active employees). Further, the College is required to reinstate the employee to the same or equivalent position when the leave of absence is over.

This policy does not replace routine sick leave or emergency absences.

Granting of the Family and Medical Leave of Absence is not automatic. The faculty member must apply for the leave through the department chairperson using the appropriate form and providing appropriate documentation such as certification from a health care provider or documentation relating to adoption or foster care placement. In the case of medical conditions of the employee or family members, leave will be approved for the length of time certified in writing by the person's health care provider to a maximum of ninety days for family-related health conditions and to a maximum of four months for employee health conditions.

#### Study Leave

Study leave is considered time off with or without pay, granted to a faculty member for the purpose of pursuing graduate studies beyond the Master degree and/or training designed to equip the faculty member with a higher level of competence in the specialty area or a related area. A written request for study leave should be submitted to the Dean of Academic Affairs and approved by the President.

### Upon Conclusion of Study Leave

Recipients of paid study leave are expected to return to the full-time service of the College for at least one academic year and must submit a concise report of the activities during the sabbatical to the Academic Dean and Division Chairperson

### Personal Leave

Faculty members may apply for personal leave without pay to handle personal or family matters. A written request for personal leave should be submitted to the Dean of Academic Affairs and approved by the President.

### Administrative Leave

#### General Policy

Permanent employees will be placed on Administrative Leave and excused without loss of pay under the following conditions:

#### Jury Duty

Faculty members who are selected to serve as jurors will be given leave with pay. The jurors should furnish to the appropriate official statement from the court, which indicates the day(s) of service. Payment received for services as jury members is the property of employees serving on the jury, and their regular pay is not impacted.

#### Witness Summons

Faculty members who are subpoenaed as witnesses in court cases may be granted administrative leave upon presentation of a copy of the subpoena to their supervisors. Note: Employee who appears as a witness on his own behalf, either as plaintiff or defendant, is not entitled to administrative leave. The employee may request personal leave for this purpose.

### Voting

Faculty members may be granted up to two hours of administrative leave if conditions are such that would create a hardship for an employee to vote before or after working hours. Permission to use administrative leave for this purpose must be given by the supervisors.

### Excused Leave

Excused leave is paid time off from regular duties for a short period, granted by special permission of the administration for emergencies or other unforeseen circumstances, performance of a special civic or professional function, or attendance at professional meetings/conferences.

### Emergency Closing

If prolonged power or utility failure or any other emergency condition should prohibit the performance of regular duties, academic employees may be granted administrative leave by the designated administrative officer.

### Severe Weather

In the event that the college closes due to severe weather, administrative leave will be granted; however, if it is the judgment of the College to remain open, employees will be expected to report to work as usual. Note: When the college remains open, an employee who has an extreme problem in reporting to work, such as a closed road prohibiting travel, may request the Academic Dean grant administrative leave. Such a request will be considered on an individual basis.

### Death in the Immediate Family (Bereavement Leave)

The College grants funeral leave of three working days with pay immediately following the death of a faculty member's immediate family or household.

### Sabbatical Leave

Sabbatical leave may be provided for members of the College faculty holding the rank of Associate Professor, or Professor.

### Proposal for sabbatical leave

Sabbatical leave may be requested for the purposes of writing and publishing a book or articles beneficial to the college, the students and the faculty. The proposal should provide specific details on where, and by what methods, with whom (if applicable) and to what purpose the faculty member plans to pursue sabbatical leave activities.

The faculty member should point out how his or her sabbatical activities will enhance his or her ability to teach specific courses, pursue effective research and fulfill the faculty member's professional responsibilities. Additionally, it should be clearly stated what contributions his sabbatical activities will make to the body of knowledge in his or discipline. The tangibility of the objectives must be clearly stated.

### Eligibility

For each ten years of full-time academic service, as defined by the faculty member's primary appointment, a member of the faculty is eligible to apply for paid sabbatical leave for one semester at full pay or two semesters at half pay. Sabbatical leave credits may not be accumulated. Sabbaticals are not awarded automatically after ten years service, but are awarded on the basis of a well defined proposal, merit, and availability of funds.

### When Requests Should Be Submitted

Sabbatical applications for any part of the school year should be submitted at least six months, and preferably one year, in advance of the start of the leave. Applications are to be submitted to the division chairperson. Sabbatical leaves are subject to approval by the Academic Dean and the President. Only one person from a division will be granted sabbatical at one time and only two from the College at one time.

### Upon Conclusion of Sabbatical Leave

Recipients of paid sabbatical leave are expected to return to the full-time service of the College for at least one academic year and must submit a concise report of the activities during the sabbatical to the Academic Dean and Division Chairperson.

## **Standing Committees**

Many of the governance and other internal operations of the College are accomplished with the aid of standing and ad hoc committees. In addition to performing their major duties, faculty members are also expected to serve on one or more committees as assigned. Standing Committee assignments are made by the Dean of Academic Affairs subject to review and approval by the President.

The Standing Committee roster is prepared and published by the Office of Academic Affairs. Persons who are interested in being considered for service on a particular committee should forward requests to the Office of Academic Affairs.

#### 1. Registration Procedures Committee

The committee formulates policy and procedural recommendations concerning the registration of students.

The committee will be chaired by the Dean of Academic Affairs. Membership shall include the Dean of Students, the Financial Aids Director, the Registrar, the Director of Admissions, and the Business Manager, a representative from each division and a student representative.

#### 2. Athletic Committee

The committee's function is to serve in an advisory capacity to the faculty and athletic department in developing and carrying out the College's policy in

athletic programs. The committee shall work to develop maximum interest, involvement, and support of the faculty, students and alumni in the athletic program. The membership of this committee shall include faculty, student and alumni representation.

3. Budget and Long Range Planning Committee

The committee is chaired by the President. This body functions to make plans for the college's annual budget. The committee is also responsible for formulating, evaluating, and revising goals of the College. The membership of this committee includes the Dean of Academic Affairs, the Dean of Student Affairs, the Business Manager, the Federal Relations Officer, the Head Librarian, the Director of Planning and the Division Chairpersons.

4. Chapel Forum and Lyceum Committee

The committee is responsible for scheduling and presenting chapel forums and lyceum series featuring college-directed programs and guest. The committee will keep the faculty informed of the programs and lyceum series.

5. Courtesy Committee

The committee promotes faculty-staff rapport by organizing and sponsoring faculty-staff social affairs, and serves as the faculty-staff official representative in handling matters of courtesies.

6. Faculty Policies and Procedures Committee

The committee will continually examine all faculty policies and procedures, and make recommendations for revisions of the Faculty Handbook.

7. Grievance Committee

The committee will consider complaints of faculty members other than those involving dismissal.

Its membership shall consist of twelve (12) faculty members elected by the faculty at the beginning of each academic year.

(See Appendix A for Procedure).

8. Instructional Council

This council deals with academic matters related to the curriculum and the instructional activities of the College. All proposals for curriculum changes, after receiving approval of the Division in which the curricula are to be offered, are submitted to the committee for action and presented to

the faculty for consideration. These include, but are not limited to, special cases of admission or readmission related to academic standings, course wavier of any academic regulation for students, etc. (See Appendix D for procedures).

It is chaired by the Dean of Academic Affairs, and composed of the Division Chairpersons, the Director of Counseling, the Director of Special Services Program, the Registrar, Director of Learning Resources Center, and one faculty member chosen annually by each Division.

#### 9. Judicial Council

The committee will hold hearings involving student discipline. It will seek to obtain the facts in all cases brought before it and report its findings and recommendations to the Dean of Students and to the Dean of Academic Affairs. All disciplinary action is subject to the concurrence of the President of the College. The committee shall be composed of five (5) students and five faculty/staff member with (1) serving as chairperson. Faculty/Staff appointments shall be made by the Dean of Academic Affairs or the President.

#### 10. Library Committee

The committee serves in an advisory capacity to the Librarian. It shall make studies of library holdings, needs, and practices, and report its findings and recommendations to the Head Librarian and the faculty representative from each division, two (2) students, and a member of the library staff.

#### 11. Teacher Education Committee

The committee monitors and evaluates teacher education programs and activities. It also recommends policy changes to the Instructional Council.

#### 12. Honors Committee

Goal: To assure that the College's Honors Program offers academic enrichment for both faculty and students, and effectively raises to the level of high visibility academic honors and the Honors Curriculum.

#### 13. Matriculation Committee

Goal: To plan and prepare for the Matriculation Day event, which serves as a communication and motivational vehicle for the college community at the outset of the academic year.

14. Committee on Curriculum

Goal: To assist the Dean of Academic Affairs in addressing technical and policy matters as they may affect the college's curriculum. The committee serves specifically at the pleasure of the Academic Dean.

15. Committee on Alternative Learning Options

Goal: To develop strategies for and address the feasibility of offering programs under Academic Affairs that may be considered non-traditional.

16. Committee on Grants and Outside Funding

Goal: To identify sources of funding that would be used to enhance the academic program, and to facilitate, the training of faculty in the preparation of grants proposals.

17. Committee on Student and Faculty Retention Recruitment

Goal: To work with Academic Affairs in its efforts to maximize the role of faculty in the College's Recruitment process. Further, to assist the Office of Academic Affairs in identifying quality prospective faculty. To assist in promoting common brochure and academic marketing documents among the academic units.

18. Committee on Uniform Standards and Assessments

Goal: To assist the Office of Academic Affairs in creating and implementing strategies to maintain consistency and uniformity throughout the academic process. Further, to assist in the design and maintenance of appropriate methodologies for uniform assessment.

19. Committee on Educational Technology

Goal: To make recommendations to the Office of Academic Affairs and the faculty on strategies for the use of appropriate and effective technology for instruction and generally, academic administration.

20. Committee on Promotions and Tenure

Goal: To demonstrate intellectual honesty, professional objectivity, and confidentiality in assessing the academic qualifications and professional dispositions and leadership abilities of persons seeking long-term employment with the College.

21. English Proficiency Exam (EPE) Committee

Goal: Guided by the expressed purpose of the Examination, the committee will systematically assess the design, content, quality, and administration of the EPE Examination - making written recommendation accordingly.

22. Academic Protocol Committee

Goal: To insure that a positive, professional image of the College is projected through all of its public ceremonies (and formal programs involving the President).

23. Black History Committee

Goal: To sponsor, on a continuous basis, activities that foster a respect for self, others, and ethnic heritage- of which Miles College is a part. A calendar of continuous activity is essential.

24. Class Sponsors

Goal: To work with the designated class in fostering respect and love for the College and in developing the self-esteem that will make these sentiments possible. A short program of activities should be submitted by September.

25. General Education Committee

Goal: The purpose of the General Education Committee is that of determining the criteria for general education standards and competencies, collection of student learning outcome data from various divisions and overall assessment of the extent to which graduates have obtained such competencies. The committee is responsible for reviewing existing General Education assessment procedures and findings, and for determining the needs, if any, for additional strategies.

26. Substantive Change Monitoring Committee

Goal: The substantive change committee is responsible for compliance with the SACSCOC Substantive Change Policy as a condition of the Institution's continued accreditation. The committee is responsible for informing the College's President of any proposal that may be considered substantive change for the College. The committee is also instrumental in preparing any substantive change notification or prospectus necessary to ensure compliance with SACSCOC policies.

27. Instructional Technology Distance Learning Committee

Goal: The Distance learning Committee is charged to monitor the number, type and quality of online courses offered when the College begins offering online courses.

## **EMPLOYMENT SERVICES**

### **Affirmative Action and Equal Opportunity**

The following is a statement with respect to affirmative action and equal opportunity which has been adopted by Miles College.

“Miles College hereby reaffirms its policy of equal opportunity. The College is expressly committed to a program of affirmative action in maintaining and promoting nondiscrimination in all aspects of recruitment and employment of individuals at all levels throughout the College. Specifically, it is the intent of the College to recruit, hire, and promote all personnel without regard to race, color, religion, sex, age, national origin, handicapped status, or marital status. All employment actions will be decided upon the individual’s qualifications, merit, and professional ability and in conformance with all current Institutional and legal requirements. All personnel actions, programs, and facilities will be administered in accordance with equal employment policy, including recruitment, selection, assignment, classification, promotion, demotion, transfer, layoff and employment, selection for training or retraining, and social and recreational programs. The President may appoint various committees from time to time to keep him/her advised on the status of equal employment and affirmative action at Miles College. In addition, the Personnel Officer has been appointed as Affirmative Action Officer for academic and non-academic personnel. The Affirmative Action Officer serves as an agent of the President’s Office and is directly responsible for the administration of the Affirmative Action Plan.”

### **Statement of Responsibility**

The President of the College assumes ultimate responsibility for the successful implementation of its affirmative action program.

Operational responsibility for implementation of the affirmative action program in the areas of non-academic personnel rests with the Business Manager; responsibilities for faculty personnel rest with the Dean of Academic Affairs.

General responsibilities for support of our affirmative action program by contractors on construction projects or other projects of considerable expense rests with the President of the College and the Business Manager.

The Business Manager will monitor the total affirmative action program for the College and receive employee complaints. The Business Manager and/or the Dean of Academic Affairs will take such complaint in

writing to the Grievance Committee accompanied by recommendation for resolution. An answer to the complaint will be made in writing by the President of the College.

- a) Miles College is a private liberal arts College that embraces its mission of tea  
**“EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW”**

### **Race, Color, Religion, Sex and National Origin**

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits and other aspects of employment on the basis of race, color, religion, sex, or national origin. Employees of private institutions are also protected.

### **SEXUAL HARASSMENT POLICY**

Miles College affirms its policy to maintain a working and learning environment free from sexual harassment of faculty, staff, and students. Sexual harassment creates an intimidating, hostile, offensive working environment. Sexual harassment at Miles is not simply inappropriate behavior; it is a violation of federal and state laws.

#### **PROVISIONS**

1. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
  - a. such conduct is made either explicitly or implicitly, a term or condition of an individual's employment;
  - b. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
  - c. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
2. Sexual harassment can be written, verbal, or physical.
  - a. Written actions include sexually suggestive or obscene letters, notes, and invitations.
  - b. Verbal actions include sexually suggestive or obscene comments, threats, slurs, jokes, and unwanted sexual advances or invitations.

- c. Visual actions include sexually suggestive or obscene gestures; leering or staring at another's body; and displaying derogatory and/or sexually oriented posters, pictures, photographs, cartoons, or drawings.
  - d. Physical actions include intentional unwanted touching; brushing against another's body; impeding or blocking normal movement, and interfering with work.
3. Sexual Harassment also includes continuing to express sexual or social interest after being informed directly that the interest is unwelcome.

## **PROCEDURES**

1. Any employee who feels that he or she is being or has been sexually harassed should:
  - a. If possible, communicate to the harasser that the conduct is unwelcome and that he or she should stop immediately. "Unwelcome" means that the employee did not solicit or incite the conduct and regards it as undesirable and/or offensive.
  - b. Document the harassment. Include the date and time of the incident; the names of those involved; the names of any witnesses; and the details of the incident.
  - c. Submit a written complaint of the harassment to:
    1. immediate supervisor
    2. the next level of management; or
    3. Human Resources

If an employee is not comfortable reporting an incident of sexual harassment to his or her supervisor or manager or the next level of management, he or she is encouraged to go directly to Human Resources.
  - d. Supervisors or managers who receive complaints about sexual harassment must immediately report them to Human Resources.
2. Human Resources will promptly investigate any reported incidents of sexual harassment. All such reports will be kept confidential to the extent possible. Employees can file complaints of sexual harassment without fear of retaliation.

If it is determined that sexual harassment occurred, disciplinary action will be taken, up to and including termination of the harasser's employment.

## **HARASSMENT POLICY**

Miles College will not tolerate harassment of any kind. Harassment includes unwelcome action, words, jokes, pictures, or comments based on an individual's race, color, religion, national origin, gender, age, physical or mental disability, veteran status, or any other legally protected status. Any employee who is found to have harassed any other employee will be subject to disciplinary action, up to and including termination.

## **NONSMOKING POLICY**

Miles College designates as nonsmoking areas all facilities and buildings owned, rented, or leased by the College, with the exception of individual rooms in College housing and spaces leased by Miles College to third parties for uses not related to Miles.

Employee and student supervisors are responsible for enforcement of the nonsmoking policy; general managerial personnel must enforce the policy when the situation involves persons who are neither employees nor students. Signs appearing in prominent positions throughout buildings advise all occupants that smoking is prohibited.

Faculty members are particularly encouraged to protect the College's properties by respecting this nonsmoking policy

## **WORKPLACE VIOLENCE PREVENTION**

Workplace violence is defined under this policy as any physical assault, threatening behavior, or verbal abuse occurring in the work setting. It includes but is not limited to beatings, stabbings, shootings, rapes, sexual assault, or any of use of force against another person, suicide, attempted suicide, verbal or physical threats or intimidation, and any form of harassment such as stalking, following, obscene phone calls, shouting, or using foul and abusive language toward another person. This definition is adapted from the definition set forth by The National Institute for Occupational Health and Safety.

## **ZERO TOLERANCE**

The College will not tolerate workplace violence. Within the sole discretion of the College, any employee who engages in workplace violence will be disciplined, up to and including immediate termination, with no further warning.

## **WEAPONS PROHIBITED**

Employees are also strictly prohibited under this policy from using, possessing, or concealing any weapon, including but not limited to handguns, shotguns, rifles, automatic or semi-automatic weapons, or other firearms, and knives while on College premises. This prohibition does not apply to materials specifically authorized by the College for use on the job or another job-related purpose. Any employee who violates this provision against weapons will be disciplined, up to and including immediate termination, within the sole discretion of the College.

## **REPORTING**

All employees are responsible for taking measures to prevent and to correct promptly any incident of workplace violence. All employees are required to immediately and accurately report any incident of workplace violence or perceived threat of workplace violence, whether verbal or physical, and to report knowledge of another possessing a weapon on College premises. Written reports shall be made to the employee's supervisor or another member of management. In case of emergencies, security should be notified.

The College will not discriminate against the victims of workplace violence, or those who make reports under this policy. To the extent possible and practicable under the circumstances, the College will maintain such reports confidentially.

All employees, including managers and supervisors, are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe and secure work environment. Management is responsible for ensuring that all safety and health policies and procedures involving workplace security are clearly communicated and understood by all employees. Managers and supervisors are expected to enforce this policy fairly and uniformly. This policy will be reviewed and updated annually. The Administration welcomes employee suggestions or comments concerning this policy.

## **VOICE MAIL, E-MAIL, COMPUTER SYSTEM, AND THE INTERNET**

Faculty members are expected to use the voice-mail, e-mail, and other computer or computer type systems, including the Internet, for Miles College work-related business only and not for personal matters. Faculty members should not use voicemail, e-mail computer systems and the Internet with any expectation of privacy. Prohibited personal uses include, but are not limited to, soliciting for religious, political, social, or educational causes, outside organizations, commercial ventures, or other non job-related solicitations.

Faculty members are also prohibited from using the Institution's voice-mail, e-mail, and other computer-type systems, including the Internet, in any way that may be disruptive or offensive to others, including, but not limited to, the transmission of sexually explicit pictures, cartoons, jokes or text, ethnic or racial jokes or slurs, anything that is fraudulent,

or anything that may be construed as harassment or belittlement of others. Violation of this policy may result in disciplinary action, up to, and including termination.

#### **DRUG AND ALCOHOL ABUSE PREVENTION POLICY**

Miles College affirms a strong commitment to compliance with the Drug Free Schools and Communities Act Amendment of 1989 and the requirements as set forth by the Department of Education. Miles College, as a private educational institution, shall not permit on its premises, or at any activity which it sponsors, the possession, use, or distribution of any alcohol beverage or any illicit drug by any employee or visitor.

In the event of the confirmation of such prohibited possession, use or distribution by an employee, Miles College shall within the scope of applicable federal and state due process requirements; take such administrative or disciplinary action as is appropriate. Such administrative or disciplinary action may include, but shall not be limited to, reprimand, suspension, or termination of employment, or requirement that the employee participate in and/or successfully complete an appropriate rehabilitation program.

Any employee engaging in behavior prohibited by this Policy which is also a violation of federal, state and local law or ordinance, may be subjected to referral to law enforcement officials for arrest and prosecution. The code of Alabama (1975), section 13A-12-250 specifically states that “the conviction for any unlawful sale of a controlled substance within a three-mile radius of an educational institution brings with it an additional penalty of five (5) years of imprisonment with no provision for parole.”

The College may conduct searches for illegal drugs or alcohol on College premises based on reasonable suspicion. This might include personal vehicles parked on College property, lockers, desks, and searches of the employee when there is a reasonable and articulable basis upon which to believe that illegal drugs or alcohol have been brought on to College property and the search is conducted on College property.

The introduction of narcotics to the campus community presents a problem that calls for corrective measures to assure the continuance of a safe and healthy work environment for all employees.

The cooperation of all employees is necessary to control alcohol, narcotics and drugs. You are asked to promptly report an unusual activity and the sale of such items in the work area to your supervisor or, to the department head. Violation of this policy will result in disciplinary action, up to and including termination.

1. **SEARCHES AND INSPECTIONS** The College reserves the right to search and inspect employees, faculty and staff, their personal belongings, and their work areas whenever there is reasonable suspicion that an employee or employees may be in violation of this policy. Any illegal narcotics or non-medically prescribed controlled

drug or substance found on College property will be confiscated and, if appropriate, turned over to law enforcement authorities. Violation of this policy is grounds for immediate termination.

2. **REASONABLE SUSPICION TESTING** An employee may be asked or required to submit to medical testing procedures designed to detect the presence of drugs and/or alcohol in the body if he or she is acting in a manner that lead to the suspicion that he or she either possesses, controls, or is under the influence of a drug and/or alcohol. An employee's supervisor must document instances of suspected drug or alcohol use and discuss it with the employee. In requesting drug testing, it is recommended that the supervisor and his/her superior conduct the meeting with the employee in a confidential and discrete manner away from any other employees.

A reasonable suspicion may arise based on the employee's appearance, behavior, or speech, or where the employee is found to be in possession of physical evidence (that is, drugs, alcohol, or paraphernalia), or if such materials are found in the employee's immediate work area. Reasonable suspicion can be determined or established by a professional opinion, a scientifically valid test, and in some cases by a layperson's opinion. A request for testing does not necessarily mean or imply that an employee is under the influence of any improper substance or has violated the College's policy. Such testing may be requested, when the College determines that is appropriate in order to promote the interests of the policy. A positive drug test may result in termination. Any employee who does not consent to or cooperate fully with any search and/or medical testing procedure may be terminated. When testing for cause, the employee will be suspended until test result is received. If the results are negative, the employee will be paid for the time off. If the test is positive, the employee will not be paid for time off and must follow the Disciplinary Actions as outlined below.

3. **PRESCRIBED MEDICATIONS** If an employee is on prescribed medication that may lead to the suspicion that he or she is under the influence of drugs or alcohol, it is the employee's responsibility to advise his or her supervisor or manager of this fact before reporting to work.

4. **SUSPECTED VIOLATION OF THIS POLICY** Any employee who is believed to be violating this policy may be subject to immediate suspension without pay. Suspension may be followed by dismissal without notice.

FEDERAL DRUG-FREE WORKPLACE ACT OF 1988 As required by the federal Drug-Free Workplace Act of 1988, any employee convicted of violating any criminal drug statute while on the job or in the workplace must notify Human Resources of the conviction no later than five (5) days after the conviction. Failure to give such notice may result in termination. The College must notify the procurement agency of any such employee conviction within ten (10) days of receiving notification of the conviction from the employee. Any employee convicted of a criminal drug offense may be subject to termination.

#### EXCEPTIONS

Legally prescribed medications are excluded from this rule only to the extent that the use of such medications does not adversely affect the employee's work ability, job performance, or the safety of the employee or others.

#### CONFIDENTIALITY PROVISION

**The disclosure of employee testing and results are limited to the Director of Human Resources, The Chief Fiscal Officer/Business Manager and any others on a strictly "need to know basis."**

#### TESTING PROCEDURES

**Detailed information on the testing procedures and protocol can be obtained from the Human Resources Department.**

# INTELLECTUAL PROPERTY POLICY

## Introduction and Scope

a) Miles College is a private liberal arts College that embraces its mission of teaching and academically preparing students. The College encourages research and scholarship and recognizes that inventions, discoveries, and creative works may arise from the scholarly activities of the College. Miles promotes the use of such intellectual property for the public good and encourages development and commercialization of inventions, discoveries, and creative works through patenting or copyrighting.

b) Miles may designate one or more commercialization agent(s) for the intellectual property of the College. To accomplish this, Miles College shall assign to such agent(s) the rights, title, and interest to certain intellectual property created, invented, or discovered by Miles faculty, staff, students, and others for the purpose of evaluation, filing for appropriate legal protection, marketing, and development.

c) All rights in intellectual property subject to this policy shall be allocated in accordance with this intellectual property policy and other College policies. The Appendices to this Policy provide additional information and serve to implement and may further define the Policy.

## Types of Intellectual Property Subject to this Policy

Except as set forth in other related College policies, this policy applies to all types of intellectual property, including, but not limited to, any invention, discovery, creation, know-how, trade secret, technology, scientific or technological development, mask work, trademark, research data, work of authorship, and computer software regardless of whether subject to protection under patent, trademark copyright, or other laws.

## Individuals Subject to this Policy

This intellectual property policy applies to:

a) All persons employed by, paid by, or under contract with Miles College, unless expressly exempted by contract, including, but not limited to, full and part-time faculty and staff and visiting faculty members and researchers, consultants, and students.

b) Students working on sponsored projects and/or who use Miles College resources other than for lecture-based coursework or other course-related assignments.

c) Anyone using the facilities or resources of the College, as defined in this policy, or the facilities of any entity affiliated with Miles College for the purposes or in the manner described in “Determination of Ownership Rights in Intellectual Property.”

**College Resources. For purposes of this policy, use of College resources:**

a) Means the use of College funds, facilities, equipment, personnel, tangible or intangible research materials, information and/or materials that are not publicly or freely available to the public, and funds provided through externally funded grants, contracts, or other types of awards or agreements with third parties – including gifts to the College, and anything not covered in subsection (b) below.

b) Does not include the use of College designated office space, routinely available office-type equipment such as desktop personal computers, and the College library facilities.

**Determination of Ownership Rights in Intellectual Property. Unless provided for otherwise in this policy:**

a. College Ownership. The College retains all rights to any intellectual property conceived, created, developed, fixed\*, or first actually reduced to practice by a Creator:

i. Within the scope of their employment or official association and/or appointment with the College – inclusive of summer months and holidays; or

ii. As part of activities directly or indirectly related to College research whether the research is externally or internally funded or pursuant to an agreement or contract of any type (including gifts) between the College and a third party; or

iii. In support of specific College initiatives; or

iv. Using College resources, including any resources provided through externally funded and/or outreach initiatives.

v. For clarification purposes, the College shall retain rights to:

1. Classes and/or Courseware developed for teaching at the College whether fixed in tangible or electronic media. For illustration purposes only, a Class includes the syllabus and any Class notes, if provided, but would not include teaching notes. Courseware includes any and all software and digital material (in any media).

Any Classes which are videotaped or recorded using any other media are College property, and may not be further distributed without permission from the College and pursuant to an approved contractual agreement. Prior to videotaping, permission should be obtained from anyone who will appear in the final program. Permission is not required for 1) the use of videotaped or recorded Classes for student related or other College purposes or 2) for evanescent recordings.

With regard to Courseware, if the College enters into an agreement with a third party to license or otherwise authorize the use, distribution, replication, and sale of such

Courseware to third parties for a profit, the College and Author shall share the Copyright Income related to such transactions in accordance with the Income Distribution Plan.

2. Any and all Marks (trademarks and service marks) relating to Miles College and its affiliates. Pursuant to this Policy, College faculty, staff and students grant and assign to Miles College their entire right, title and interest in and to all marks which relate in any way to the business or activities of Miles College.

Note: Research data or results created by an employee are owned by the College and, except to the extent that rights to such research data have not been contractually assigned or licensed to a third party, the Creator shall have a nonexclusive, perpetual license to use such data for nonprofit educational research and scholarly purposes within the scope of the employee's employment, subject to other provisions of this policy. Inventorship shall be determined in accordance with United States Patent Law.

\* Under Section 101 of the 1976 Copyright Act, "a work is fixed in a tangible medium of expression when its embodiment in a copy or phonorecord, by or under the authority of the author, is sufficiently permanent or stable to permit it to be perceived, reproduced, or otherwise communicated for a period of more than transitory duration. A work consisting of sounds, images, or both, that are being transmitted, is fixed for purposes of this title if a fixation of the work is being made simultaneously with its transmission."

\*\*Evanescent works include "those projected briefly on a screen, shown electronically on a television or cathode ray tube, or captured momentarily in the 'memory' of a computer." (House Rpt., at 53, reprinted in 1976 U.S.C.C.A.N. 5666-67).

b. Creator Ownership. Creator(s) shall retain all rights to any intellectual property authored, invented, created, discovered, developed, or generated by Creator(s):

i. On the Creator's own personal, unpaid time; or

ii. Unrelated to the individual's College responsibilities; and

iii. Without the use of College resources, including any resources provided through externally funded programs or contracts (including gifts).

iv. For clarification purposes, Creators shall retain rights to :

1. Creative or scholarly works including artworks, musical compositions, and literary works directly related to their professional endeavors, credentials, and/or activities. This includes any personal material created, developed, or used solely by Authors in connection with their delivery of College Classes.

2. Textbooks and other materials which are developed without aid or compensation from the College.

c. Student Ownership Exception. In accordance with this policy, student Creators do not hold the rights to intellectual property created, developed, or generated:

- i. In the course of rendering compensated services to the College; or
- ii. As part of sponsored research or projects; or
- iii. Pursuant to an agreement that requires the College and/or student to assign his or her rights either to the College or to a third party; or
- iv. Using pre-existing or background intellectual property belonging to the College or to a third party with whom the College has a contract under which such background intellectual property rights are already allocated.

v. Notes:

1. Student retains a non-exclusive, royalty-free, perpetual, irrevocable license to use, reproduce, and publicly distribute, for educational and/or research purposes, copies of intellectual property created by student.

2. If intellectual property is developed or generated as a group class project, joint ownership by the collaborators will be assumed unless a prior written agreement exists among the collaborators.

d. Other. There may be instances when College faculty, staff, students, and/or others enter into written agreements with the College to collaborate in the development of intellectual property. These agreements may provide for allocation of intellectual property rights in a manner that is not consistent with this Policy. Each such agreement shall be valid only when approved by the College. While each agreement may contain unique provisions, all such agreements must require disclosure of any intellectual property in accordance with the terms of this Policy.

Use of Facilities and Resources.

Unless authorized or allowed under a College policy, the Miles College facilities and resources shall not be used to:

- a) Create, develop, or commercialize intellectual property outside the course and scope of employment and/or College related-responsibilities of the individual; or
- b) To further develop or commercialize intellectual properties that have been licensed, released, or are otherwise subject to third party interests except as approved by the College in instances where the College has retained an interest under the terms of the license or release.

## **Background Information and Special Issues**

### **1. Patents**

#### a. Objectives.

The objectives of the College's policy regarding patents include the following:

- i. Encourage research and scholarship as creative academic endeavors while recognizing that commercially viable inventions may yield benefits to both the College and inventors;
- ii. Delineate procedures that assist inventors in reporting discoveries with patent potential and safeguard the interests of all concerned parties;
- iii. Make inventions resulting from academic research available to the public and promote their effective utilization and development;
- iv. Provide adequate recognition and incentives to inventors through shares in proceeds from their inventions; and
- v. Provide an appropriate framework to recognize the equity of sponsors by allowing reasonable and equitable provisions for the granting of patent rights to the sponsor.

b. Term. Generally, the term of a new patent is 20 years from the date on which the application for the patent was filed in the United States or, in special cases, from the date an earlier related application was filed, subject to the payment of maintenance fees. U.S. patent grants are effective only within the United States, U.S. territories, and U.S. possessions. Under certain circumstances, patent term extensions or adjustments may be available.

c. Protection. A provisional application may be filed as a “lower-cost first patent filing” to secure an initial filing date for an invention that will be the subject of a corresponding non-provisional application.

- 1) To retain the initial date, the non-provisional application must be filed within one year of the provisional application filing date.
- 2) The provisional application does not require a formal patent claim, oath or declaration, or any information disclosure (prior art) statement and allows the inventor to use the term "Patent Pending" when describing the invention.
- 3) The inventor may convert the provisional application to a non-provisional application by filing a petition within one year of the provisional application filing date; however, the term of the patent associated with the invention will be negatively impacted since the term will be measured from the filing date of the non-provisional application.

d. Ownership.

The rights of Miles College in patents arising from research will vary in accordance with the College Intellectual Property Policy.

In order to avoid any questions concerning the tax exempt status of financing used for certain College facilities/resources, Miles shall, with regard to sponsored research activities, seek to:

- i. Retain ownership of inventions arising during performance of research sponsored by any private industry and/or federal Government sponsor and
- ii. Grant to such sponsor(s) any right in the invention under compensation terms that are set after the time when the invention comes into existence and that are at a fair market level of compensation to Miles. Under the terms of certain contracts and agreements between Miles and various sponsors, Miles may be required to license patent rights to the contracting party.
- iii. Miles retains the right to enter into such agreements whenever such action is considered to be both in its best interest and in the public interest. The College will not agree to grant any rights in future inventions to private corporations or businesses unless such provision is included in the contract that sponsored the work leading to the invention.
- iv. Special cases not covered by the above statements or which arise because of conflict of interest shall be considered by the College.
- v. In the absence of an agreement allocating intellectual property rights, and subject to any licensing arrangements and this Policy, Miles College's policy with regard to ownership of intellectual property is as follows:
  1. College shall retain title to all intellectual property including supporting data for all discoveries and/or inventions made exclusively by any individual subject to this Intellectual Property Policy.
  2. College shall share ownership of intellectual property including supporting data for all discoveries and/or inventions made jointly by any individual subject to this Intellectual Property Policy and a third party.

e. College Responsibilities.

During the summer sessions and extended College holiday periods, the College will have the authority to: a) Expedite the review of patent disclosures deemed time critical, in terms of negotiations with prospective licensees, meeting filing deadlines, and the like; b) Initiate negotiations with prospective licensees for patent filing/processing fees or the

like; and c) Such other activities that are time critical and cannot be delayed for handling at a regular or special called meeting or semester.

f. Record Keeping Guidelines.

Good laboratory practice dictates the use of bound notebooks for record keeping, making entries on a daily basis. This "diary" format provides a day-to-day chronology. Use the notebook to record a conception (a complete description of a means to accomplish a particular purpose or result), laboratory data, and drawings. Each entry should be headed with a title and continued on successive pages. Make entries in ink and do not erase; instead, draw a line through text or drawings to be deleted and enter the material in corrected form. Draw a line through any blank spaces on the page. Separate sheets and photographs pasted to notebook pages should be referred to in an entry. Material that cannot be incorporated in the notebook should be keyed to an entry. Sign and date all entries at the time they are made and have them witnessed by an individual who is capable of understanding the material yet had nothing to do with producing it. Secure additional witnesses when something important or highly unusual is discovered. Remember that an inventor and his or her co-inventor(s) cannot serve as their own witnesses. Records - when made a matter of routine - take only a small amount of time and effort, become an invaluable asset to work in progress, and may ultimately reserve for the inventor those rights to which he or she is, by priority, entitled. Records that support the conception, development and demonstration of a particular intellectual property should be available for review by the College and patent officials at each stage of review of a particular disclosure.

## 2. Copyrights

a. Introduction and Scope.

Copyright ownership and rights are defined by federal law. College policy is structured within the context of the federal copyright law and the long-standing academic tradition that Creators of works own the copyright resulting from their research, teaching, and writing. Exceptions to this rule may result from contractual obligations, from employment obligations, from certain uses of College facilities/resources, or by agreement governing access to certain College resources. This Policy addresses these exceptions.

The 1976 Copyright Act generally gives the owner of copyright the exclusive right to reproduce the copyrighted work, to prepare derivative works, to distribute copies of the copyrighted work, to perform the copyrighted work publicly, or to display the copyrighted work publicly. The copyright protects the form of expression rather than the subject matter of the writing. For example, a description of a machine could be copyrighted, but this would only prevent others from copying the description; it would

not prevent others from writing a description of their own or from making and using the machine.

b. Copyrighted Materials may include the following:

- Books, journal articles, texts, glossaries, bibliographies, class notes, study guides, laboratory manuals, reports, syllabi, tests, and proposals;
- Lectures, musical or dramatic compositions, unpublished script, works of art;
- Films, filmstrips, charts, transparencies, and other visual aids;
- Video and audio tapes or cassettes;
- Live video and audio broadcasts;
- Programmed instructional materials;
- Mask works;
- Other materials or works that qualify for protection under the copyright laws of the United States (USC 102).

c. Ownership. Copyright ownership of all work by College employees or students shall be allocated in accordance with the College Intellectual Property Policy. When using outside consultants/independent contractors to perform work for the College, whether under a sponsored program or otherwise, College employees must ensure there is a written agreement or adequate provisions in other agreements with the consultants/independent contractors to assign the rights to and in all works to the College.

## 2. Computer Software Copyrights

a. Ownership. Ownership of computer software developed by faculty, staff, and student employees of the College shall be handled in accordance with the College Intellectual Property Policy.

b. Funding by Other College Agent(s). If computer software is developed by faculty, staff, or student employees but funded by another designated College agent(s) pursuant to a contract between the parties, then the College shall require the designated agent(s) to pay the Creator(s) the royalty payments that the Creators(s) would have received after appropriate review and recommendation by the College if the computer software had been funded and developed by the College.

### **Appeal Process.**

- a) A Creator may appeal a decision or determination made pursuant to this policy by submitting an appeal in writing to the College within thirty (30) days of receiving notice of the decision or determination.
- b) The College shall review the appeal and render a decision in writing within a reasonable time of receiving the appeal.

### **Definitions:**

- a) "Class" includes a set of educational objectives that are identified in a syllabus and delivered either by an instructor, or under an instructor's supervision and pursuant to the College's policies.
- b) "Class Notes" are notes or other instructional material provided to the participants by the instructor as part of a Class.
- c) "Copyright" is a form of protection provided to the authors of "original works of authorship" including literary, dramatic, musical, artistic, and certain other intellectual works, both published and unpublished.
- d) "Copyright Income" is defined to include income associated with any copyright disclosure made to the IPC for exploitation, even if the income is received before a copyright application has been filed or a copyright issued, and includes such monies received as royalties, fees, advanced payments, court awarded infringement damages, payments received in settlement of infringement disputes, and the like, calculated after the costs of exploiting the disclosure have been reimbursed to the employee(s) or the College, whichever funded the original exploitation. Some examples of such costs are the cost of securing the appropriate copyright licenses, and other legal efforts as required. Copyright Income shall not include indirect economic benefits resulting from the technological position established by the copyrighted technology or the sale of derived articles or concepts, including such items as a follow-on sponsored programs that uses the copyrighted technology as a basis for future work.
- e) "Courseware" shall mean educational material in the form of software programs/applications and data (usually digital and/or packaged for use with a computer) and intended for classroom instruction (in class or remotely) or for a self-learning or faculty/coach assisted program.
- f) "Creative and Scholarly Works" shall mean traditional academic publications, such as professional papers published in scholarly journals, or newly created texts published in journals or books.

g) "Creator" is defined as an author of, inventor of, or person who discovers, develops, or generates any type of intellectual property. Inventorship and authorship shall be determined in accordance with patent law and copyright law, respectively.

h) "Intellectual Property" shall mean any patentable materials, copyrighted materials, trademarks and service marks, software, art and creative endeavors, and trade secrets, whether or not formal protection is sought.

i) "Patent" refers to the grant of a property right to the inventor, issued by the United States Patent and Trademark Office (USPTO) or foreign analog.

j) "Patent Income" is defined to include income associated with any patent disclosure made to the College for exploitation, even if the income is received before a patent application has been filed or a patent issued, and includes such monies received as royalties, fees, advanced payments, court awarded infringement damages, payments received in settlement of infringement disputes, and the like, calculated after the costs of exploiting the disclosure have been reimbursed to the College. Some examples of such costs include, but are not limited to, the cost of securing the patent, appropriate licenses, and other legal efforts as required. Patent Income shall not include indirect economic benefits resulting from the technological position established by the patented technology or the sale of derived articles or concepts, including such items as follow-on sponsored programs that use the patented technology as a basis for future work.

k) "Software" shall mean one or more computer programs existing in any form, along with any associated operational procedures, manual, or other documentation, whether or not protectable or protected by patent or copyright. The term "computer program" shall mean a set of instructions and statements of related data that, in actual or modified form, is capable of causing a computer or computer system to perform specified functions.

l) "Teaching Notes" are the personal notes of the instructor regarding the delivery of a Class.

m) "Trade Secret" shall refer to information that companies keep secret to give them an advantage over their competitors.

n) "Trademark" is a word, phrase, symbol, or design, or a combination thereof, that identifies and distinguishes the source of the goods of one party from those of others. A "service mark" is the same as a trademark except that it identifies and distinguishes the source of a service rather than a product. The College is concerned only with trademark issues that pertain to patented or copyrighted Intellectual Property of the College. All other trademark issues should be directed to the appropriate College officials.

o) “College” includes Miles College and all of its administrative units, including but not limited to departments, centers, institutes, consortia and other similar organizations, regardless of source of funding.

### **Publication.**

Faculty, staff, students, and others may contract with third parties to publish their own research results and other scholarly information unless there are contractually imposed restrictions or temporary restrictions imposed to protect intellectual property that may be the subject of an application for intellectual property protection.

### **Disclosure of Intellectual Property.**

All Creators have a duty to promptly disclose any intellectual property authored, invented, created, discovered, developed, or generated by Creator(s) to Miles College in accordance with the procedures in this policy.

### **Assignment of Intellectual Property.**

a) If any intellectual property is determined, in accordance with this policy, to be owned by Miles College, Miles College may, at its sole discretion, assign all rights, title, and interests to one or more designated commercialization agents.

b) Faculty, staff, students, and others may not assign or license intellectual property owned by the College without the written consent of the College or its designated commercialization agent(s), as applicable. The College has the ultimate right to resolve any conflicts relating to ownership of intellectual property rights arising in connection with contracts between the College and third parties or organizations.

c) In the event that faculty, staff, students, or others are Creators of intellectual property owned by an external entity and the intellectual property does not fall within the scope of this Policy, (e.g., it is not the subject of an agreement between the external entity and the College/its designated commercialization agent(s)) this intellectual property policy will not apply. Neither Miles College nor its designated commercialization agent(s) will have any obligations with regard to negotiation of terms and conditions, patenting, licensing, or royalty distribution.

d) When using outside consultants/independent contractors to perform work for the College that is not specifically identified in a sponsored research or other contract, there must be a written agreement established through procurement or other College policies/mechanisms ensuring proper assignment of intellectual property.

e) Any special cases and unique situations relating to intellectual property and not specifically covered by this policy or any other College policy, or which arise because of conflict(s) of interest, shall be brought to the attention of the College Administration.

### **College Holiday Periods.**

During the summer sessions and extended College holiday periods, the College will have the authority to: a) Expedite the review of intellectual property disclosures deemed time critical, in terms of negotiations with prospective licensees, meeting filing deadlines, and the like; b) initiate negotiations with prospective licensees for patent filing/processing fees or the like; and c) such other activities that are time critical and cannot be delayed for handling at a regular or special called meeting or semester.

### **Intellectual Property Disclosure and Related Procedures.**

a) Creators have a duty to promptly disclose all Intellectual Property to the College.

b) With regard to College owned intellectual property, particularly patents and/or patentable inventions, each Creator has a duty to promptly disclose any intellectual property discovered, conceived, or first reduced to practice to the College prior to disclosing such information to ANY other third party.

c) When a disclosure of Intellectual Property is received by the College, it has a duty to promptly evaluate and provide final disposition of the rights to the intellectual property disclosed. The College shall determine a preliminary course of action based on the commercial potential of the invention. The College will provide notice of any potential delays, and recommend alternative courses of action if unexpected delays are encountered.

d) After reviewing the relevant materials and conducting discussions with the Creator(s), the College may recommend that additional information be gathered to determine the ownership, legal, competitive, and market issues that have bearing on the patenting, copyrighting, or trademark decision. After that information is collected and evaluated, the College will recommend one of two courses of action:

i. Assert its sole interest in the intellectual property in writing and recommend that the College pursue an application for protection using its own financial and legal resources and/or refer the intellectual property to a designated commercialization agent as determined by College's agreement with such commercialization agent;

ii. Return or assign sole interest in the Intellectual Property to the Creator(s) for their own pursuits, relinquishing in writing all College interests in said Intellectual Property as well as any related responsibilities for costs and reserving for itself a fee-free and royalty-free, perpetual, irrevocable license to use the Intellectual Property in its academic, research

and other non-commercial scholarly endeavors. The agreement between the parties shall be in accordance with this policy.

e) For trademark requests, the College will forward a decision to the Responsible Individual/Organization.

f) If the College pursues a patent or copyright application, its designated commercialization agent shall manage the interactions and timelines with attorneys and the USPTO but will rely on the Creator(s) to provide sufficient technical details and insight so that attorneys will be able to craft the best possible protection.

g) Pursuit of foreign patent applications will only be recommended to the College when: (a) there is substantial justification for the commercial potential of the invention; (b) one or more firms have expressed their intent or made a commitment to license the technology; or (c) a potential licensee will assume all filing and other foreign application costs. Foreign patent applications will be reviewed annually and may be dropped at the College's discretion depending on actual or potential licensing activity. With the College's approval and subject to mutual agreement regarding the allocation of each party's rights, Creators and/or sponsors may request and be granted rights to assume such costs on foreign patent applications.

h) If a patent is dropped or abandoned, the rights may be released to the inventor(s) subject to a stipulation that any direct patenting costs incurred by the College be reimbursed if the patent generates income. If and when appropriate, income distribution arrangements shall be handled on a case by case basis between the College and the inventor(s) and shall be subject to College approval. The College shall review the status of all disclosures and pending or issued patents provided by the designated commercialization agent in accordance with College policies.

i) Reassignment to Creator(s) of College Intellectual Property.

Should the College, or its designated commercialization agent(s), decide not to assert its rights in and to the Intellectual Property for administration, or if at any future time decide not to take any further action in protection or commercialization of the Intellectual Property, it shall exert reasonable efforts to notify the Creator(s) and, upon request of the Creator(s), and subject to prior commitments or obligations, relinquish in writing all College interests in the Intellectual Property as well as any related responsibilities for costs and release the Intellectual Property to the Creator(s) in accordance with the following:

1) The Creator(s) agree to maintain the technology at their expense from the point of the assignment forward;

2) The assignment is consistent with any obligations to third parties, including but not limited to unreimbursed fees, any legal obligations, or any approvals from sponsors necessary prior to release; and

3) The assignment to the Creator(s) does not involve a conflict of interest.

4) In the case of Federal agency sponsorship, any release must be made to the Federal Government, following which the Creator(s) may directly petition the federal agency for a release of the rights to himself or herself. Decisions by the Federal sponsors to permit individual Creator(s) to acquire ownership are generally made on a case-by-case basis with the Federal Government retaining for itself certain rights as provided for in federal patent laws.

ii. In the case that unreimbursed fees of third parties or unreimbursed fees incurred by the College, or its designated commercialization agent(s), exist, the Intellectual Property may be licensed to the Creator(s) until all fees are repaid. At which time the Creator(s) may be assigned the Intellectual Property pursuant to section (a) above.

iii. In exchange for such assignment, the Creator(s) shall grant the College a perpetual, irrevocable, fee and royalty free license to use such intellectual property for research, academic and other scholarly purposes of the College.

### **Infringements.**

Faculty, staff, and students should notify the College Office of Technology Transfer of any potential infringement of protected College intellectual property.

### **Applicable Laws.**

The provisions of this Policy are subject to any applicable laws and regulations. Grants or contracts between external sponsors and the College under which intellectual property is produced may contain specific provisions with respect to disposition of rights to such property that may differ from those contained in this policy. Under the terms of certain contracts and agreements between the College and various agencies of government, private and public corporations, and private interests, the College may be required to license patent rights to the contracting party. Miles retains the right to enter into such agreements whenever such action is considered to be both in its best interest and in the public interest.

The Library of Congress United States Copyright Office: <http://www.copyright.gov/>

## AMENDMENTS

The Faculty Handbook may be amended by a majority at any regular or special meeting of the faculty at which a quorum is present and with the final approval coming from the Board of Trustees. In instances where the faculty amends, amendments should be written and submitted to the Secretary of the Faculty. The proposed amendment should be distributed in writing to all members of the faculty at least one (1) week prior to the regular or special meeting at which it is to be discussed. The proposed amendment will be voted on at the next regular or called meeting. A proposed amendment, if adopted by the faculty, becomes a part of the Handbook after approval by the President and the Board of Trustees. The Board of Trustees establishes its own procedure for amendment.

## Appendix A

### GRIEVANCE PROCEDURES

#### Filing a Grievance

When a faculty member is unable to obtain a satisfactory solution to a grievance, he/she may institute formal grievance procedures by filling a written grievance with the Dean of Academic Affairs within fourteen (14) calendar days of the action upon which the grievance is based and requesting that a grievance committee convene. The written grievance should state in detail the facts from which the grievance arose and the results of any preliminary attempts to solve the problem.

When the Dean receives a written grievance, he/she shall establish a committee from the grievance panel.

#### The Grievance Panel

At the beginning of each academic year, the faculty shall elect twelve (12) faculty members to serve on a grievance panel. The election of the panel shall be in accordance with procedures specified in the Faculty Handbook. The panel will consider including grievances, promotion, non-reappointment after three consecutive years of service, provided that said non-reappointment raises issues of academic freedom, and denial of tenure recommendations by either the Dean or Tenure Committee.

#### The Role of the Grievance Committee

It is the role of the grievance committee to investigate the complaint, to obtain all facts in the dispute, and reach a conclusion as to whether the grievant has reasonable cause to complain. It will determine whether the grievant has had procedural due process.

#### Rights and Responsibilities of the Grievant

Before invoking the formal grievance procedure, an effort should be made to have the Academic Dean mediate disputes in an effort to reach a resolution.

1. The grievant shall state his/her specific complaint within fourteen (14) calendar days of the act upon which the grievance is based.
2. He/she shall present all facts that support the grievance, including witnesses or documents.
3. He/she shall not be represented by legal counsel but may select as an advisor a faculty member from the College who is not a member of the grievance panel.
4. Formal rules of evidence shall not be applicable

### The Responsibilities of the Grievance Committee

1. The committee shall give ten (10) days notice of the time and date at which the hearing is to begin and the location of the hearing. The chairperson of the committee shall work with the grievant in establishing times for appearance of witnesses.
2. The committee may hold one or more preliminary meetings with the grievant and other parties to schedule the hearing and appearance of witnesses, provide for exchange of documents and to achieve other appropriate objectives to make the grievance procedure fair, effective, and expeditious.
3. The committee may question the grievant and any witnesses the grievant presents.
4. The Grievance Committee may call such witnesses and examine such documents as it considers necessary.
5. A transcription or electronic recording of the proceedings shall be kept by the committee.
6. A grievance hearing shall be confidential and only those concerned should be included. All records and proceedings shall be held confidential.
7. The committee shall be guided in its decision only by the evidence presented.

### The Committee Report

When the hearing is concluded, the committee shall summarize in writing the evidence and the conclusions reached. Copies of the report shall be sent to the grievant and to the Dean of Academic Affairs. He/she shall seek to resolve the grievance, giving considerable weight to the report of the grievance committee.

### Final Action

If the grievance has not been resolved within fourteen (14) days after the Dean of Academic Affairs has received the report, the grievant may appeal to the President of the College. The Dean then forwards to the President the committee report along with his/her recommendation. The President shall have twenty-one (21) days to act upon the recommendation of the Dean and the committee. The President should then inform the committee, the grievant and the Dean, in writing, of the reasons for his/her decision, which should constitute the final resolution.

## APPENDIX B

### Termination for Cause (Dismissal) of a Tenured Faculty Member or a Faculty Member whose Term of Appointment has not Expired

#### Initiation of Proceedings

Formal termination proceedings are commenced by furnishing to the faculty member, by certified mail, return receipt requested, or hand delivery a letter from the President of the College containing a statement of the charge(s) against the faculty member. This letter shall contain the following:

1. A statement of specific charge(s) against the faculty member, written with sufficient detail to enable the charged faculty member to respond.
2. Information that the faculty member has a right to a hearing before an impartial faculty committee provided that the faculty member submits a written request for a hearing to the President of the College within fourteen (14) days of the faculty member's receipt of charge(s).
3. Failure of the charged faculty member to submit a timely hearing request shall constitute a waiver of the right to appeal

#### Suspension

Suspension of the faculty member, during the proceedings, is justified only if immediate harm to him/herself or other members of the college community is threatened.

#### The Hearing Committee

The five-member Hearing Committee shall be composed of three (3) faculty members appointed by the President of the College from the panel of twelve (12) elected faculty members along with two (2) members of administration appointed by the President. The committee shall elect its own chairperson.

#### Procedure

When the charged faculty member has timely requested a hearing in writing, the charged faculty member shall receive written notice of the following:

- Date of the hearing, names of the members of the committee;
- Names of witnesses; and
- Notice that the faculty member shall be permitted to have legal representation at the hearing at his/her own expense.

The committee shall proceed by considering the statement of grounds for dismissal and the faculty member's response.

The President shall have the option of attending the hearing and may designate a representative to assist in developing the case. However, the committee shall determine the order of proof, conduct the questioning of witnesses, and if necessary, secure the presentation of evidence important to the case.

The committee may, with the consent of the parties concerned, hold joint pre-hearing meetings with the parties in order to (1) simplify the issues, (2) stipulate facts, (3) provide for the exchange of documentary or other information, (4) achieve such other appropriate pre-hearing objectives as will make the hearing fair, effective, and expeditious.

The committee hearing shall be governed by the following rules and regulations:

1. The hearing shall be closed.
2. A transcription or electronic record of the proceedings shall be made.
3. The faculty member shall be afforded an opportunity to obtain necessary witnesses, documentary or other evidence.
4. The faculty member and the administration shall have the right to confront and cross-examine all witnesses. Each party shall be responsible for arranging the attendance of its witnesses.
5. In the hearing of charges of incompetence, the testimony shall include that of qualified faculty members from the College.
6. The Hearing Committee will not be bound by strict rules of legal evidence and may admit any evidence which is of probative value in determining the issues involved.
7. The findings of fact in the decision shall be based solely on the hearing record.
8. The burden of proof that adequate cause exists rests with the institution.
9. The President and the faculty member shall be notified of the decision in writing and shall be given a copy of the record of the hearing.

### Committee Decision

After the hearing is completed, the committee shall meet to reach its decision. The committee, in a written report, will report to the President whether just cause for dismissal has been established by the evidence.

### President's Decision

The President shall consider evidence that was presented during the hearing. If the President rejects the report of the committee, the reasons for doing so shall be stated in writing to the committee and the faculty member. The decision of the President is final.

## **APPENDIX C**

### **TERMINATION OF A FACULTY MEMBER DUE TO BONA FIDE FINANCIAL EXIGENCY**

Tenured and non-faculty members may be terminated due to a bona fide financial exigency. Tenured faculty members may be notified in advance of the expected termination date in a letter from the President of the College containing a statement that the appointment will be terminated. Non-tenured faculty members may be notified of termination prior to the end of a previously agreed upon period of appointment.

The letter of notification shall contain the following information:

1. A statement of specific reasons for termination, providing names of those persons upon whose judgment and advice the decision to terminate has been made and/or documents on which the College has relied in making the termination decision.
2. Information that the faculty member has a right to a hearing before an impartial committee and that such right may be exercised by notifying the President in writing within thirty (30) days of the receipt of notice of termination that a hearing is desired. Failure of the faculty member to submit a timely hearing request shall constitute a waiver of the right to appeal.

## The Hearing Committee

If a faculty member requests a hearing, the President shall appoint three (3) faculty members from the panel of twelve (12) elected faculty members along with two (2) members of administration. When there is more than one faculty member involved, the Hearing Committee may consider the cases of all such faculty members at the same hearing.

### Procedure

The Committee chairperson shall notify the faculty member by certified mail, return receipt requested, or hand-delivery of the date, place, and time for hearing, to be set no later than thirty (30) days after timely receipt of the request for hearing. The notification shall also contain the names of the hearing committee members.

The Committee may, with consent of the parties concerned, hold joint prehearing meetings with the parties in order, to (1) simplify the issues, (2) stipulate facts, (3) provide for the exchange of documentary or other information, and (4) achieve such other appropriate prehearing objectives as will make the hearing fair, effective and expeditious.

The Committee shall be governed by the following rules:

1. The hearing(s) shall be closed.
2. During the proceedings the faculty member shall be permitted to have legal counsel at his/her expense.
3. The College shall be represented by its legal counsel.
4. A transcription or electronic record of the hearing(s) shall be kept and a copy shall be made available to the faculty member, with cost, at the faculty member's request
5. The faculty member and the administration shall have the right to hear and cross-examine all witnesses. Each party shall be responsible for arranging its own witnesses.
6. The hearing committee shall not be bound by strict rules of legal evidence and may admit any evidence that is of value in determining the issue involved.
7. Findings of fact in the decision shall be based solely on the hearing record.

8. The burden of proof that there is, in fact, a bona fide financial exigency rests with the institution and shall be satisfied by a preponderance of the evidence and the record considered as a whole.

## APPENDIX D

### **ACADEMIC POLICY STATEMENT ON CURRICULUM CHANGES**

All curriculum changes at Miles College must be approved by the Instructional Council. This includes changes in the academic requirements in general education, degree programs, course description, credit hours, pre-requisites and the addition of new degree programs, new courses and course description.

All changes must follow the procedure prescribed below:

1. Proposals and changes may be initiated by individual faculty and administrative staff members. However, such changes must be submitted to the appropriate Academic Division.
2. The appropriate Academic Division will discuss and consider all proposals that affect the curriculum. The Division then transmits its action to the Instructional Council with recommendations.
3. The Instructional Council receives the recommendation from the Division and takes appropriate action. The recommendation from the Instructional Council is submitted to the faculty.
4. The faculty receives and discusses the recommendation from the Instructional Council and either approves or disapproves the recommendation. The action of the faculty is submitted to the President.

All changes affecting the curriculum or program requirements must also be approved by the State Department of Education before being implemented.

5. The President gives final approval of all curriculum changes. However, the Board of Trustees must approve new degree programs.

Other academic decisions which require special attention are first presented to the Instructional Council for recommendation. These include, but are not limited to, special cases of admission or readmission related to academic standings, waivers of any general regulation for students, or waivers of any degree requirement, etc.

**APPENDIX E**

**FACULTY EVALUATION SHEET**

**NAME** \_\_\_\_\_ **DIVISION** \_\_\_\_\_ **DATE** \_\_\_\_\_

**\_\_\_\_\_ EVIDENCE OF EXEMPLARY TEACHING**

**SYLLABI (10 points: 3, 4, 3)\***

- \_\_\_\_\_ Measurable objectives
- \_\_\_\_\_ Enabling activities that require critical reading, writing, speaking and thinking skills, library use
- \_\_\_\_\_ Institutional criteria used in syllabi (syllabi should be checked for all institutional criteria)

**Comments:** \_\_\_\_\_

**OBSERVATION OF TEACHING (15 points 3, 3, 3, 6)**

- \_\_\_\_\_ Active teaching methods (student-centered approaches, interactive lectures, student research presentations, etc.)
- \_\_\_\_\_ Relevant student participation
- \_\_\_\_\_ Positive classroom deportment (dress code, behavior, etc.)
- \_\_\_\_\_ Use of Technology (smartboard, powerpoints, Learning Management System, etc.)

**Comments:** \_\_\_\_\_

**WAM (5 points; 2, 1, 2)**

- \_\_\_\_\_ Examples of writing assignments submitted, not including tests (at least three)
- \_\_\_\_\_ Graded assignments show separate writing and content grades
- \_\_\_\_\_ Adequate number of writing assignments (See syllabi)

**SCHOLARLY CONTRIBUTIONS AND PROFESSIONAL GROWTH  
(15 POINTS)**

- \_\_\_\_\_ Grant proposal work
- \_\_\_\_\_ Conference readings/publications
- \_\_\_\_\_ Creativity: fictional/non-fictional writing and/or performance, film, video or other media productions

**Other (specify)** \_\_\_\_\_

**INSTRUCTIONAL MANAGEMENT (15 Points)  
(30 Points) if instructor has no advisees**

**Evaluated by the Office of the Dean of Academic Affairs**

\_\_\_ Overall Instructor's effectiveness, measured by students' success rate

**ADVISING-Evaluate by the CAT Center (15 Points)**

\_\_\_ Per, post, and extended registration

Monthly contact (log) with advisees (at least seventy percent 70% accomplishment)

Management of degree plan

All- campus advising (green log)

Advising accuracy

Keeping student quantitative data on activities supportive of objectives

Maintaining office hours

Being punctual with final grades and any forms required by administration

**SERVICE TO MILES COLLEGE: (10 Points)**

\_\_\_ Community sponsored events with students on behalf of Miles

\_\_\_ Documented work on clusters and committees

\_\_\_ Class advisor, mentor, or tutor

\_\_\_ Specialized recruitment related activities

\_\_\_ Institutional Effectiveness-related activities (participation in meetings and implementation of tasks)

\_\_\_ Community work that logically relates to and/or reinforces the faculty member professional responsibility with the College

Specifically identify the work \_\_\_\_\_

**\_\_\_ DOCUMENTED MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS AT LEAST TWO (5 POINTS)**

List professional organization(s) \_\_\_\_\_

**\_\_\_ STUDENTS' OBJECTIVE EVALUATION OF FACULTY MEMBER (10 POINTS)**

(Based on survey administered by Counseling Center: summary question)

**TOTAL 100 POINTS**

\_\_\_ **TOTAL SCORE (Minimum passing score: 70)**

Is the full-time faculty member recommended for continued employment?\_\_\_

Is the full-time faculty member recommended for faculty development?\_\_\_

Recommended for employment with merit\_\_\_\_\_

Comments:

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Agree\_\_\_\_\_

Disagree\_\_\_\_\_

Signature of Faculty Member \_\_\_\_\_

Signature of Division Chair \_\_\_\_\_

Revised: August 2013



## PROMOTION AND TENURE DOCUMENT

Note: To assist with the preparation or promotion and tenure document in accordance with the requirements stated in the Handbook, the applicant should produce the following documents.

- I. Application by the Candidate ;
- II. Peer Evaluation;
- III. Student Evaluation;
- IV. Documentation of Scholarly Contributions;
- V. Documents of Professional Contributions and Membership in Organization of Your Teaching/ Research area(s);
- VI. Documentation of Service to the College;
- VII. Documentation of Service to Community, State, and Nation;
- VIII. Documentation of Honors and Awards;
- IX. Copy of Highest Degree Earned;
- X. Documentation of Intern, Teaching/Research Assistantships, and
- XI. Current Curriculum Vita

\* Reprints or copies of publication

### 1. EDUCATION (List Chronologically)

#### A. Academic Degrees Earned

Degrees	Major/Minor	Institution	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

#### B. Study Beyond Highest Degree Earned

Institution	Area/Specialty	Credit Hours Earned	Date
-------------	----------------	---------------------	------

C. Professional Certification or Licensure

Awarding Organization Institution	Specialty/Area	Date
--------------------------------------	----------------	------

D. Residency, Intern, Teaching/Research Assistantship, Postdoctoral Fellow

Institution	Specialty/Area	Inclusive Date
-------------	----------------	----------------

II.

A. Academic Experience at the College/University Level

(Include experience at Miles College)

Institution	Area	Rank	Inclusive Date	Part/Full Time
-------------	------	------	----------------	----------------

B. Applicant should provide a brief description of job responsibilities since employment at Miles or for the past five years.

C. Non-Academic Experience (Include ONLY those experiences where work was completed in applicants specialty area)

Organization	Position Held	Inclusive Dates
--------------	---------------	-----------------

III. PROFESSIONAL INVOLVEMENT/ DEVELOPMENT

- A. PUBLICATIONS: (List publication during the past five years. Give complete bibliographic information and submit copies, reprints, include papers, bulletins, pamphlet, etc.)

Referred Publications/Presentations:

Non-Referred Publications/Presentations:

- B. ARTISTIC PERFORMANCES/PRESENTATIONS AND CREATIVE ACTIVITIES ( List and provide documentation for the past five years)

Juried:

Non-Juried:

- C. TEACHING SCHOLARLY CONTRIBUTIONS  
(List and provide documentation for the past five years)

Referred:

Non- Referred:

- D. PROFESSIONAL ORGANIZATIONS  
(List and indicate participation during the past five years; state whether officer, member program participant, etc.)

- E. OTHER FORMS OF PROFESSIONAL DEVELOPMENT OR INVOLVEMENT  
(List activities that do not fall into the categories above)

#### IV. SERVICE TO THE COLLEGE

- A. SERVICE ON COLLEGE AND DIVISIONAL COMMITTEES  
(Make concise statements)

- B. SPONSORSHIP OF STUDENT ACTIVITIES  
(Make concise statements)

#### V. SERVICE TO COMMUNITY, STATE, NATION AND THE WORLD



ACTION BY RANK AND TENURE COMMITTEE

RECOMMENDED ( )

NOT RECOMMENDED ( )

DATE \_\_\_\_\_

ACTION BY THE ACADEMIC DEAN

APPROVED ( )

NOT APPROVED ( )

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

ACTION BY THE COLLEGE PRESIDENT

APPROVED ( )

NOT APPROVED ( )

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**APPENDIX G**

**REQUEST FOR MERIT PAY**

Name \_\_\_\_\_ Rank \_\_\_\_\_ Division \_\_\_\_\_

Years employed at Miles \_\_\_\_\_, at other institutions \_\_\_\_\_

Courses taught last semester and enrollment in each.

_____	_____
_____	_____
_____	_____

Did you assist in the preparation of common syllabi for General Education courses in your division?

Are your students provided syllabi within the first week of class?

Do you follow your syllabi \_\_\_\_\_ Yes \_\_\_\_\_ No; keep students aware of the relationships between and among the various outline units? \_\_\_\_\_ Yes \_\_\_\_\_ No

How many chapters, units, concepts, principles or skills do you teach a semester? Explain.

What is the average number of supplementary books, articles, films, tapes, etc. you have on library reserve per course? \_\_\_\_\_ What is the average number of uses? \_\_\_\_\_

What is the average number of outside reading assignments that you give per course? \_\_\_\_

How many short in-class writing assignments do you give per course? \_\_\_\_\_ out-of-class writing assignments? \_\_\_\_\_ Provide samples.

Do you grade and/or write helpful comments on student papers? Sample.

How do you challenge and maximize the talents of superior students?

Is your instruction more teacher-oriented or student-oriented?

Rated by percentage: The method used \_\_\_\_ lecture; \_\_\_\_ question/answer; \_\_\_\_ student collaboration; \_\_\_\_ student presentations (reports, discussions, debates); others \_\_\_\_

Do you frequently allow students the opportunity of developing language skills in class?

Do you require/encourage the use of formal language?

How often do you hold office hours? \_\_\_\_\_

What is the average number of students you meets for conference per week? \_\_\_\_\_

How many discipline-related conferences, workshops have you attended within the last two years?

\_\_\_\_\_  
\_\_\_\_\_

To how many professional organizations do you belong? \_\_\_\_\_

In how many do you hold office? \_\_\_\_\_ For how many have you presented papers? \_\_\_\_\_ conducted sessions? \_\_\_\_\_

Explain?

Have you written or published any discipline-related article over the past two years?

Have you submitted a proposal for funding to any agency or foundation over the last two years?

Have you taken any graduate courses for credit over the last two years?

How often do you attend chapel-forum?

How often do you attend other school related activities?

How many items have you participated in chapel forum or other college related activities?

Do you supervise student activities or clubs?

What kind of discipline-related community service do you render?

In what way do you think of yourself as a role model for students?

Do you complete reports on time?

In what ways do you support the mission of the college?

On how many college committees do you serve? \_\_\_\_\_ approximately how many hours per week do you spend on committee meetings and assignment? \_\_\_\_\_

What is your grading practice?

A's \_\_\_\_\_%, B's \_\_\_\_\_%, C's \_\_\_\_\_%, D's \_\_\_\_\_%, F's \_\_\_\_\_%

What is the average daily attendance of your students?

Are you punctual?

Do you meet your classes as scheduled for the entire period?

Do you report your need to be absent to the proper supervisor?

Do you secure teacher substitutes for planned absences?

**APPENDIX H**

**MILES COLLEGE**

P.O. Box 3800  
BIRMINGHAM, ALABAMA 35208

Dear

Upon the recommendation of the Dean of Academic Affairs and by authority of the Board of Trustees of Miles College, I take pleasure in offering you the position of \_\_\_\_\_

For the academic year beginning August 13, \_\_\_\_\_, and ending May 16, \_\_\_\_\_

Your salary for this period will be based on the rate of \_\_\_\_\_

And will be payable in eight (8) equal monthly installments, October 1, \_\_\_\_\_, through May 1, \_\_\_\_\_ and two (2) prorated installments, September 1, \_\_\_\_\_ and June 1, \_\_\_\_\_. In the event your employment is terminated for any reason prior to the end of the term thereof, your salary will be prorated accordingly.

Your duties and responsibilities will be defined for you by the Dean of Academic Affairs and your Division Chairperson. In addition to your teaching load or its equivalent, you will be responsible for the usual supplementary activities related to the educational program of the College. These include, but are not limited to, share of committee work; academic advisement of students; advisement of student organizational programs and activities; regular attendance at divisional meetings; and participation in designated academic ceremonies.

Providing that proper certification and credentials have not been presented to Miles College at the commencement of employment, and the same is not presented within forty-five (45) days subsequent to the commencement of your employment, Mile College reserves the right to terminate your employment at any time it desires without incurring liability.

**APPENDIX I (b)**

By acceptance of this offer, you acknowledge that you have been given the opportunity to read and ask any question regarding the policies and regulations of Miles College as set forth in the Miles College Faculty Handbook, the terms of which are incorporated herein by reference, and you agree to be bound by the terms thereof. A copy of the Miles College Faculty Handbook is kept on file in the Office of the President of the College.

Violation of the College policy and unacceptable conduct by you will not be tolerated and may result in disciplinary action up to and including termination of employment. Certain practices are considered to be of such a serious nature that they are unacceptable by the College. They include but are not limited to: teaching incompetence or neglect of duties; insubordination; theft; removal or unauthorized “borrowing” or improper appropriation of material or items belonging to the College or another employee; conviction of a felony charge; possession of, use of, or sale of any narcotics, reporting to work under the influence of narcotics, alcohol or other immoral conduct; or any other conduct which, in the opinion of the College, is unacceptable.

THE TERMS OF YOUR EMPLOYMENT WILL BE CONTINGENT UPON THE ADEQUACY OF FUNDS. THE RIGHTS OF BOTH TENURED AND NON-TENURED FACULTY WILL BE SUBORDINATE TO FINANCIAL EXIGENCY.

Please indicate your acceptance of this offer and the terms stated above by signing the original contract and returning it to the Office of the President within ten (10) days from the above date.

Very truly yours,

President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**APPENDIX K**

**MILES COLLEGE**

**TEACHER LOAD FORM**

\_\_\_\_\_ Semester, 20\_\_\_\_\_  
 DIVISION \_\_\_\_\_  
 CHAIRPERSON \_\_\_\_\_

INSTRUCTOR: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_

**PART I**

Course Number & Section	Descriptive Title	No. of Lec. Hrs. Weekly	No. of Lab. Hrs. Weekly	Credit Hours	Class Day	Time of Meetings	Building	Room	Enrollment
<b>TOTALS</b> -----									

**PART II**

INSTRUCTORS CONFERENCE AND/OR OFFICE HOURS:

**PART III**

BREAKDOWN OF STUDENTS BY CLASSIFICATION

FRESHMAN

SOPHOMORES

JUNIORS

SENIORS

COURSE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COURSE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

COURSE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please return this form to the OFFICE OF THE DEAN on or before \_\_\_\_\_

**APPENDIX L**

Date \_\_\_\_\_

Semester \_\_\_\_\_ Mid- Semester \_\_\_\_\_

**INDIVIDUAL PROFESSOR'S GRADE DISTRIBUTION**

\_\_\_\_\_  
Division or Department – Area

Course and Section	A	%	B	%	C	%	D	%	%	F	%	WP	T	WF	%	I	%	Totals			
																		Number	Percent		

\_\_\_\_\_  
SIGNATURE OF PROFESSOR

**APPENDIX M**

**M E M O R A N D U M**

To: Faculty

NAME: \_\_\_\_\_  
Dean of Academic Affairs

**RE: FACULTY CLEARANCE FORM**

NAME: \_\_\_\_\_

Please report to the offices listed below. The Chief Administrator of each office should sign this sheet indicating that you have taken care of your obligations to his/her office.

Post Office  
(Academic Attire, Forwarding Address) \_\_\_\_\_ Date: \_\_\_\_\_

Library (Books, fines) \_\_\_\_\_ Date: \_\_\_\_\_

Registrar's Office \_\_\_\_\_ Date: \_\_\_\_\_

Division Chairperson  
(Roll books, grade sheets, exam keys, and office keys) \_\_\_\_\_ Date: \_\_\_\_\_

Office of the Dean of Academic Affairs  
(Grade Distribution Forms) \_\_\_\_\_ Date: \_\_\_\_\_

Business Office \_\_\_\_\_ Date: \_\_\_\_\_

