

Marshall B. Ketchum University Faculty Handbook

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Marshall B. Ketchum University
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History of the University

Marshall B. Ketchum University (MBKU) was established in April 2013 to create the organizational structure necessary to incorporate multiple health care disciplines within one educational institution. The University is named after Dr. Marshall Bidwell Ketchum who founded the Los Angeles School of Ophthalmology and Optometry in 1904 that decades later evolved into the Southern California College of Optometry (SCCO).

In his inaugural address in 2009, SCCO President, Dr. Kevin L. Alexander cast a vision for a more comprehensive health care institution in response to changes in the delivery of health care in the 21st century. The team-based, collaborative-care model of health care delivery was firmly established and required that SCCO take a different approach to the training of modern optometrists. After months of campus-wide planning led by Dr. Alexander, the SCCO Board of Trustees decided to add other disciplines to create an interdisciplinary educational environment—an environment where professionals could learn about each other and train together to prepare for the new health care workplace.

With the addition of the Physician Assistant (PA) program in 2011 and a College of Pharmacy in 2013, the programs joined the century-old optometry program in creating the framework for Marshall B. Ketchum University in 2013.

Who is Marshall B. Ketchum?

Marshall Bidwell Ketchum was born in Canada in 1856 and became a pharmacist. In order to further his education, he traveled to the United States to study medicine at the Eclectic Medical Institution in Cincinnati, Ohio graduating in 1882. Following graduation, Dr. Ketchum moved to Dallas, Texas to join a private medical practice. In 1896, he became a faculty member at Nebraska's Lincoln Medical College teaching medicine to aspiring young doctors, eventually transitioning to becoming the head and lead instructor of the Lincoln Optical College.

Dr. Ketchum moved to Los Angeles in 1903 and established the Los Angeles School of Ophthalmology and Optometry in March of 1904. He served as President of the School until 1920. This was an exciting time for optometry, as it was just beginning to develop into a distinct profession separate from general medicine. For many years, Dr. Ketchum was a tireless supporter of the profession of optometry and continued to work to develop the School until his death in 1937. In 1938, the School became a non-profit institution.

Programs and Accreditation

Programs currently within the University include optometry, physician assistant, pharmacy and a master's degree program in vision science. The University is accredited regionally by the WASC Senior College and University Commission (WSCUC or "the Commission") <http://www.wascsenior.org/>.

Individual professional programs are also accredited by their national accrediting organization:

- Optometry: Accreditation Council of Optometric Education (ACOE) <http://www.aoa.org/optometrists/for-educators/accrediation-council-on-optometric-education?>
- Physician Assistant: Accreditation Review Commission on Education for the Physician Assistant (ARC-PA) <http://www/arc-pa.org/>
- Pharmacy: Accreditation Council for Pharmacy Education (ACPE) <https://www.acpe-accredit.org/>

The University operates on three separate campuses located in Fullerton, Anaheim and Los Angeles. The main academic and administrative campus is located in Fullerton, while clinical activities are housed at Ketchum Health, in Anaheim and the University Eye Center located in Los Angeles. Ketchum Health Anaheim also houses the SPAS Family Medicine practice, the COP Pharmaceutical Sciences Research Laboratory and some administrative functions.

The University is a non-profit 501(c)(3) organization and offers a four-year professional degree, Doctor of Optometry (O.D.); a Master of Science in Vision Science degree (M.S.); a Master of Medical Science degree in Physician Assistant Studies (M.M.S.); and a four-year professional degree, Doctor of Pharmacy (Pharm.D.).

The University

1.1. Vision Statement

We seek to reimagine the future of health care education.

1.2. Mission Statement

The mission of Marshall B. Ketchum University is to educate caring, inspired health care professionals who are prepared to deliver collaborative, patient-centric health care in an interprofessional environment.

1.3. Core Values

Marshall B. Ketchum University is guided by the values of:

Accountability

We are committed to honesty, fairness, and responsibility for our words and actions.

Caring

We strive to address the needs of our University community and others by nurturing a spirit of compassion.

Excellence

Consistent with our legacy, we are committed to achieving outcomes of the highest quality.

Innovation

We have the courage to dream and experiment with creative and unique ideas.

Respect

We value the unique talents and diversity of people, strive to work collaboratively, and honor the open exchange of ideas.

1.4. Pillars of Excellence**Pillar I – Sustain a University Culture Centered on Students**

- Base the University on the principles of interprofessional health care education (IPE) and collaborative practice.
- Shape and sustain a student-centered experience.
- Strengthen our legacy of leadership and excellence in health care education.
- Foster a passion for lifelong learning.

Pillar II – Optimize University Resources

- Develop people, funding, and facilities to achieve our mission.
- Foster an expectation of lifelong engagement and philanthropy to the University.
- Practice responsible stewardship of University resources.

Pillar III – Grow the University Strategically

- Develop and expand new health care programs.
- Expand sustainable clinical opportunities for all University health care disciplines.
- Develop international educational programs to advance global health care.
- Create and sustain opportunities for professional development and scholarly activity across all university health disciplines.
- Become a recognized leader in health care advocacy.

Pillar IV – Honor the University Reputation

- Enhance and promote the University brand.

- Support a commitment to ongoing institutional assessment that leads to continuous improvement in the outcomes of the University.
- Strengthen our focus and impact on community.
- Strive to be a University of choice.

University Governance

2.1. University Organization Chart

The organizational chart of the University may be found in Appendix A.

2.2. Administrative Leadership

Board of Trustees

The governance structure of Marshall B. Ketchum University evolves from the power granted by its state charter, with respect to the rights of independence and self-management of its Board of Trustees. The policies governing the actions of the Board are set out in its bylaws. The Board of Trustees has the ultimate responsibility for the welfare of the University. The Board may review, approve, modify, refer back with instructions, or deny any action or proposed action by any governance unit or individual. The Board may also initiate policies or directives as, in its judgment, are necessary or desirable.

President

The President serves as the chief executive and operational officer of the University and is directly responsible to the Board of Trustees for the management of all University affairs. All authority delegated by the Board of Trustees is administered through the President, who in turn may delegate responsibility or authority to other

officers or individuals within the university community. The President is responsible for providing effective functioning and implementation of fiscal policies, representing the University before various professional, legislative, educational, political, business, and community organizations, and the planning and implementing of long-term education and patient care goals of the University. The Board bylaws decree the President to be an ex-officio member of the Board of Trustees.

The President is responsible for providing leadership in concert with the University Deans/Directors in all areas related to the academic life of the University. These responsibilities include the implementation, administration and communication of official academic policies and procedures; the review of recommendations received from the faculty; the identification of issues and needs related to the academic programs and policies of the University; and the participation in all levels of deliberations concerning academic matters as specified in the faculty bylaws. The Senior VP and Chief of Staff to the President will provide support and coordination across programs in support of the President.

Deans/Directors

Deans/Directors serve as the chief executive officer of their programs, providing leadership to ensure a smooth and efficient operation of their respective College/School. As spokespersons for their programs, the Deans/Directors articulate the mission and vision of their programs to all stakeholders. As the program CEOs, the Deans/Directors oversee the recruitment, mentorship, and retention of an experienced and dedicated faculty. In addition, the Deans/Directors are responsible for the following: planning and management of adequate financial resources for their programs, enabling their programs to achieve excellence in professional education, meeting their program missions, advancing scholarship, and engaging in continuous quality improvement. The Deans/Directors are responsible to the President for the strategic planning of their respective programs, securing and maintaining professional accreditation, and supporting University efforts for achieving and maintaining regional and professional accreditation.

President's Executive Council (PEC)

PEC membership consists of the University Vice Presidents and the President, who serves as the chairperson. The Council facilitates communication, relationships, and action between the leadership of the University administration and engages in strategic planning to enhance the University's efforts to provide quality

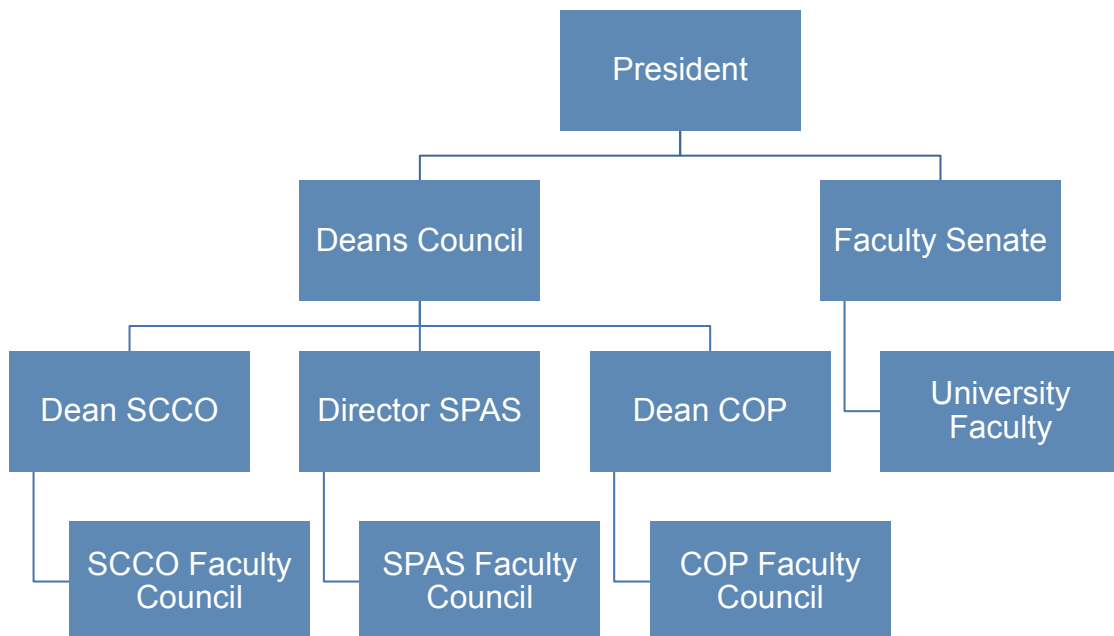
educational programs, a supportive and safe work environment, and the resources to support operational costs and financial stability of the University.

Deans Council

The Deans Council consists of the executive academic leadership of the University. Members of the Council include the Dean of the Southern California College of Optometry, the Director of the School of Physician Assistant Studies, and the Dean of the College of Pharmacy. The Council is chaired by the President. Ex-officio members include the Senior Vice President and Vice President for Educational Effectiveness and Institutional Research (VPEEIR). Monthly meetings of the Council focus on the alignment of academic programming at the University, coordination of interprofessional education, curriculum review, and the budgeting to support departmental needs in collaboration with the Vice President for Finance/CFO.

Faculty Governance

3.1. Faculty Governance Organization Chart



3.2. Faculty Senate

Role and Function of the Senate

The Senate is an organization representing the University faculty. The Senate has the authority and responsibility for the formulation of University-wide academic policies that are submitted to the President for approval. The Senate may also consider any issue affecting the general welfare of the University. In matters not in conflict with University regulations, the Senate shall not infringe upon the freedom or the autonomy of any school, college or department in the conduct of its internal affairs as set forth and approved by the University President.

Eligibility for Election to the Senate

Full-time faculty members with the academic rank of Assistant Professor, Associate Professor, or Professor shall be eligible for election to the Senate.

Senate Officers

The officers of the Senate shall be a President, Vice President, and four Directors. The officers shall be elected by the members of the University faculty. Ex-officio members and or full-time faculty members holding administrative positions, for example, Vice Presidents and Deans/Directors, shall be ineligible for elective offices.

1. *Terms of Office.* Officers of the Senate shall be elected for two-year terms and may be re-elected for one additional consecutive term.
2. *Procedures for Election.* Nominations for officers of the Senate shall be made by any member of the University faculty by April of each year. Election of officers shall be completed by the following May. The details of the election process are presented in Section 3.4.

Meetings of the Senate

The Senate President or, if absent, the Vice President, shall act as the Senate Chair. The President shall call all meetings of the Senate and be responsible for the agenda. Additional meetings may be called at the request of any Senate member. A quorum for the conduct of business shall consist of four members with at least one representative from each College/School. All members shall have an equal vote and a majority of all votes cast shall be sufficient to resolve any issue.

Duties of the Senate Officers

The duties of the Senate officers are delineated in the bylaws of the organization.

Delegation of Authority to the Senate

The Senate, as the elected body of the Faculty, shall have the authority to consider any matter of academic policy, and make recommendations to the Faculty and to the President. The Senate shall also consider and make recommendations on any issue remanded to it by the President. Changes of academic policy recommended by the Senate shall be voted upon by all full-time faculty members prior to submission of the recommendations to the Deans Council.

The Senate shall have authority over matters of academic relevance to the University except for those matters reserved specifically for the President or the Board of Trustees as defined by Board policy.

3.3. Constitution of the Faculty Senate**ARTICLE I: Name**

The name of the organization is “The Faculty Senate of Marshall B. Ketchum University” referred to herein as the “Senate.”

ARTICLE II: Purpose of the Senate

The purpose of the Senate is to represent the Faculty by providing a forum for discussion, opinion, review, recommendation, and action on academic, administrative or campus matters affecting the Faculty or concerning the good and welfare of the Faculty and the University.

ARTICLE III: Membership of the Senate

1. The Senate shall consist of seven members with two members from each College/School and an ex-officio member from the University Administration. These members shall include a President, a Vice President, four Directors and the University-designated ex-officio member. The ex-officio member and President of the Senate shall be non-voting members of the Senate.
2. Terms of office shall run for two years and begin the first day of the faculty contract year following election.
3. Staggered membership of the two Senators from each College/School in the MBKU Senate is highly recommended for seamless continuity of the Senate. To achieve this goal, the Senate may recommend a single year term to the

respective College/School in the event that the two senators' terms become concurrent.

4. Any full-time faculty member is eligible to serve on the Senate provided that:
 - a. The individual has been a member of the faculty for at least one year, or in the case of President, three years.
 - b. The President must have served at least one prior year on the Senate.

ARTICLE IV: Elections

Two members of the Senate shall be elected separately and individually by their respective College/School. The Senate members shall elect the President and Vice President for a one-year period. The other four members shall be the Directors.

ARTICLE V: Meetings

1. Regular meetings of the Faculty shall be held at a time and place to be determined by the President of the Senate. The Senate is required to hold a minimum of two meetings per year.
2. Any member of the Senate may request a meeting of the University Faculty. As a minimum the University Faculty will meet once a year.
3. Special meetings of the Senate may be called by the President of the Senate when indicated.
4. All Senate members must be given prior notice of at least five business days of any regular meeting to be held. This requirement is waived for special meetings of the Senate.
5. A quorum shall exist when at least four members of the Senate are present for a meeting. Each College/School must have at least one representative at these meetings.
6. The rules contained in *Roberts Rules of Order* shall govern the Senate in all cases to which they apply and in which they are consistent with the bylaws or special rules of order of this organization.

ARTICLE VI: Bylaws

The bylaws of the Senate shall consist of any rules adopted for the conduct of its business and become operative when adopted by a majority of all votes cast at any regular meeting.

ARTICLE VII: Adoption and Amendments

1. The constitution and amendments to it shall be adopted upon the receipt of affirmative signed ballots from at least four members of the Senate with at least one member from each College/School.
2. Amendments may be proposed by any member of the faculty.
3. All members shall be given due notice of the proposed amendment at least two weeks prior to the meetings at which it is to be presented.
4. The bylaws may be amended by at least four members of the Senate with at least one member from each College/School present at any regular meeting, or a special meeting called for that purpose.
5. The Senate President shall certify the validity of all amendment adoption proceedings.
6. No amendment may be voted on before it has been discussed at a prior general meeting of the MBKU Faculty for which at least a two-week notice has been given.

3.4. Bylaws of the Faculty Senate**ARTICLE I: Meetings**

The President of the Senate shall call at least two regular meetings during the academic year. Special meetings may be held should the need arise to act on a matter of special importance before the next regular meeting.

ARTICLE II: Election of Officers

1. Each College/School shall elect two eligible and willing faculty members from their program to serve on the Faculty Senate.
2. The members of the Faculty Senate shall elect a President and Vice President for a one-year term. The other members shall be the Directors of the Senate.
3. Elections of officers shall be held at the last regular meeting of the academic year.
4. Election of officers shall be in the following order: President, then Vice President.
5. The mode of election will be by secret ballot with the voting process coordinated by the Immediate Past President of the University Faculty Senate. In the event that he/she is unable to fulfil this obligation, another past president of the Faculty Senate shall coordinate the election of officers. The coordinator of the secret ballot shall not be a current member of the Senate.

6. If any position on the Senate is prematurely vacated for any reason by the elected faculty member:
 - a. The Senate shall elect an “appropriate interim” member, based on a recommendation from the College/School where the vacancy occurred. The interim member will serve out the remainder for that academic year.
 - b. That position shall then be opened for a regular election (as stated above) during the next cycle of elections during the last meeting of the year.
 - c. Should the office of the President become vacant, the Vice President shall assume the duties of the President and shall be the Acting President until a President is elected. The Faculty Senate will then elect a new Vice President.

ARTICLE III: Duties of the Faculty Senate

1. The Faculty Senate is the representative body of the University faculty. As such the Faculty Senate considers and makes recommendations on academic, administrative or social matters affecting the faculty or concerning the welfare of the faculty and the University. The Senate will meet regularly to consider matters of interest to the Faculty and consult with the President as needed. The Faculty Senate will bring matters of interest to the University Faculty for discussion and action.
2. The Faculty Senate advises and acts with the President on matters requiring immediate action.
3. The Faculty Senate certifies all proceedings pertaining to the adoption or amendment of the constitution or bylaws.
4. Senate members shall have equal voting rights and responsibilities.

ARTICLE IV: Duties of the President of the Faculty Senate

The Faculty Senate President’s duties are as follows:

1. Calls and presides at meetings of the Senate, and prepares the agenda for meetings of the Senate and MBKU Faculty.
2. Appoints committees to study and recommend solutions to specific problems, and otherwise as required for conduct of business.
3. Executes all policies and measures adopted by the Senate.
4. Acts, with due judgment and discretion, to promote the purposes and aims of the Senate.

5. Serves as the official Faculty representative to the President and represents the Faculty as an invited guest at the meetings of the Board of Trustees, PEC, and the Deans Council.
6. Appoints the Vice President to preside at meetings in the absence of the President.

ARTICLE V: Duties of the Vice President

The Faculty Senate Vice President's duties are as follows:

1. Records and preserves the minutes of all meetings of the Senate.
2. Reviews the minutes pertaining to finished and unfinished business at the request of the President.
3. Prepares correspondence as directed by the Senate President.
4. Notifies all members of each regular and special meeting and of other matters as required by the constitution or bylaws or as directed by the Senate President.
5. In the absence of the Senate President, assumes the Senate President's duties; chairs meetings of the Senate and MBKU Faculty; distributes agendas, notices, and acts of the Senate and Faculty; acts as "curator" of records including the faculty membership roster; and oversees the election process of Senate officers.

ARTICLE VI: Duties of the Directors

The Faculty Senate Directors duties are as follows:

1. Represent the University's three professional programs on the Senate.
2. Serve in an advisory capacity to the Senate President.
3. Perform duties as delegated by the Senate President.

3.5. Faculty Committees

Standing committees shall be appointed as needed by the Senate President to perform specific functions. The committees shall report their recommendations to the Senate.

Ad-hoc committees shall report to the Senate and will be dissolved upon completion of their function. These committees may include faculty awards and faculty emeritus.

Faculty Roles and Responsibilities

4.1. Faculty Recruitment

The personnel policies of the University are directed toward the recruitment and retention of highly trained and qualified faculty for assignment to the many specialized instructional areas of the University. Weighed in the review of applicants and the evaluation of faculty members are educational credentials, instructional ability, professional experience, research/scholarly activity, commitment and service to education and the profession, leadership potential, peer recommendations, interpersonal abilities, communication skills, university core values and personal integrity. After completion of a formal faculty interview process by an appointed faculty committee of the College/School, the College Dean/ Director will submit recommendations to the President for the appointment of new faculty members. Only the President and the College/School Deans/Directors are authorized to negotiate salaries and contractual agreements including academic rank, tenure status, and other applicable benefits.

All faculty applicants will be subject to background checks to ensure the University has a complete record of all employees. The pre-employment screening will be conducted by the University's Human Resource Department in collaboration with an outside agency.

4.2. Degree Requirements

A doctoral degree, either the academic or the professional degree, is a requirement for faculty employment in four-year professional degree programs (optometry and pharmacy).

A doctoral or master's degree is a requirement for faculty employment in the physician assistant professional degree programs.

In rare instances, exceptions to the degree requirements for faculty employment can be made at the discretion of the Dean/Director of the College/School.

4.3. Faculty Appointments

Teaching is the primary responsibility of each faculty member in addition to the fundamental areas of research/scholarship, and service. The faculty of each College/School set the requirements for the degrees awarded, determines when the requirements have been met, and recommends to the College/School Deans/Directors that degrees be granted. As such, the faculty assume responsibility for:

1. Planning, developing, implementing, and evaluating curricula both at the departmental and College/School level;
2. Setting the standards and procedures for admission, evaluation, promotion, and graduation of students;
3. Conducting research and engaging in scholarship; each College's/School's Faculty Handbook provides an interpretation and examples of recognition of research and scholarship;
4. Participating in University and College/School governance;
5. Furthering professional development;
6. Encouraging interprofessional health care education; and
7. Other duties as assigned.

In addition, faculty members are expected to contribute to the enrichment of University life by:

1. Fostering a student-centered teaching environment;
2. Actively participating in faculty meetings of their Department, School, and College;

3. Serving on College/School and University committees;
4. Modeling life-long learning; and
5. Participating in community and professional service.

Marshall B. Ketchum University strives to sustain a culture centered on students and their success. We support a commitment to ongoing institutional assessment that leads to continuous improvement and enhancement of institutional, program, and student learning outcomes. We create and sustain opportunities for professional development and scholarly activity, and foster a passion for lifelong learning.

A faculty member, when signing his or her annual contract with the University, agrees to abide by the policies and guidelines as published in the University Faculty Handbook. Each College and School shall maintain program-specific documents outlining their processes, including promotion, tenure, and merit. If any changes to the University Handbook are required during the academic year, these will be approved by Faculty Senate and, where necessary, by the full faculty, in accordance with the Bylaws of the Senate. The Senate will communicate these changes to the faculty according to the Bylaws.

As an interprofessional health science institution, the University is committed through the education of its students and through the research efforts of its faculty to the advancement of knowledge in the fields of interprofessional health care and the understanding, prevention, and treatment of disease. To meet this commitment, the goal of the University is to recruit, retain, and reward faculty members on the basis of meritorious performance in teaching, research/scholarship, service, and patient care (when applicable).

Full-Time Appointments

Full-time faculty shall devote full working time, ability and attention to the business of the college/school during the term of this Agreement. With respect to the faculty contract, typical full-time work week shall mean approximately 40 hours per week. Full-time faculty members shall post their office hours in their course syllabi and outside their office door. Additionally, faculty shall be available by appointment. While faculty commitments such as classroom, laboratory, clinical teaching, and administrative assignments involve specific schedules, it is assumed that full-time faculty members consider their scheduled hours as only part of their working

hours; the balance of their non-assigned on-campus working hours will be devoted to research/scholarly activity, professional development, and service activities related to the University, their respective profession, and the community.

Part-Time Appointments

Part-time faculty appointments are term contracts with the University of less than 40 hours per week of working time. Part-time faculty members shall post their office hours in their course syllabi and outside their office door. Additionally, faculty shall be available by appointment. At the time of hire, part-time faculty members may be assigned the rank of Assistant Professor, Associate Professor, or Professor. Part-time faculty members are voting members of the Faculty and are eligible for academic promotion but not tenure. Part-time faculty members may serve on “appointed” University, College/School, or Department committees but not on “elected” committees.

Definition of Full-Time for the Purpose of Benefits Determination

For the purposes of determination of employee benefits only, faculty with a contract of 30 hours or more are considered “full-time”. (See Section 5.0 for benefits.)

Adjunct Appointments

Adjunct faculty appointments are non-compensated faculty affiliations with the University that delineate specific teaching assignments and/or other responsibilities. Faculty members having this type of appointment do not have an academic rank and therefore are not eligible for academic promotion or tenure. They are also non-voting members of the Faculty and may not serve on University or College/School committees. Adjunct appoints receive no benefits.

Joint Appointments

Joint faculty appointments between the Colleges/Schools are encouraged. Those qualified and recommended for joint appointments need approval by the pertinent Department Chairs and Deans/Directors of the respective Colleges/Schools. In all cases, the faculty member’s primary College/School retains sole responsibility for faculty development, faculty evaluation, principal duties, contract, salary, and guiding the faculty member in matters of advancement in rank and tenure. The secondary department has a consulting, support role in assignment of duties, salary, and advancement.

It is the policy of the University that no person shall hold a full-ranked academic appointment of Instructor, Assistant Professor, Associate Professor, or Professor while simultaneously holding a full-time faculty position at another institution except by permission of the Dean/Director of the College/School, and with written concurrence from both parties.

Furthermore, although an appointment will designate a primary College/School affiliation, it should be recognized that all appointments are to the University and that University policy shall govern the conditions and terms of all appointments. This also serves to emphasize that members of the University faculty have the responsibility and obligation to take part in University assignments and governance as well as to fulfill those duties and scholarly activities expected of them as faculty members.

Extramural Activity

Faculty members may engage in extramural faculty activities for compensation provided these are conducted without prejudice to their University obligations. This requires that the activity is consistent with the purposes of the University, not in conflict with their University assignments, and one which will bring credit and honor to the University and enhance the capabilities of faculty members.

Faculty members who wish to engage in any regular extramural activity, whether for compensation or not, must consider whether the activity potentially presents any conflict of interest with their contractual responsibilities at the University. Such activity should never be undertaken in conflict with an assigned responsibility at the University. The primary goal must be directed toward the enhancement of the capabilities of the particular faculty member. The activity must not be deemed to be detrimental to the University and in fact it should be beneficial to the University. Activities and reporting should follow the protocol for conflict of interest found in the Employee Handbook. Extramural activity by full-time faculty members must be approved, in writing, by the faculty member's direct supervisor and Dean/Program Director.

4.4. Faculty Ranks

In rare instances and at the discretion of the Dean/Director, the instructor rank may be assigned to a full-time faculty member who does not meet the necessary degree requirements (see Section 4.2). The rank of instructor shall not carry tenure. The initial term of appointment shall be for a defined term of one year and

shall end on June 30 of the subsequent year. The appointment may be renewed for additional terms of one year per reappointment period.

Assistant Professor

This rank is assigned to a full-time faculty member who has an appropriate terminal post-baccalaureate professional or academic degree. The rank of Assistant Professor shall not carry tenure. The initial term of appointment shall be for a defined term of one year and shall end on June 30 of the subsequent year. The appointment may be renewed for additional terms of one year per reappointment period. An Assistant Professor is eligible to be promoted to the rank of Associate Professor by the end of six years of full-time service at the University; a request for earlier consideration can be submitted to the Dean/Director of the College/School.

Associate Professor

This rank is assigned to a full-time faculty member with an appropriate terminal post-baccalaureate professional or academic degree who has substantial professional qualifications and experience. Promotion to the rank of Associate Professor will be accompanied with tenure. There must be a record of accomplishment as described by each College/School (that is, teaching and communication of knowledge, research/scholarly activity, institutional and extramural professional service, and patient care (if applicable)) for promotion to Associate Professor. Tenured Associate Professors will receive a rolling contract of three years (see Section 4.5). The appointment may be renewed on an annual basis for additional terms of three years per reappointment period. Associate Professors are eligible to be promoted to the rank of Professor by the end of six years of full time service at the University; a request for earlier consideration may be submitted to the Dean/Director of the College/School.

Professor

This rank is assigned to a faculty member who has a record of outstanding and extensive professional accomplishment in areas described by each College/School (that is, teaching and communication of knowledge, research/scholarly activity, institutional and extramural professional service, and patient care (if applicable)). All faculty members at this rank are recommended to have a terminal degree. Professors will have Tenure and a rolling contract of five years (see

Section 4.5) that may be renewed on an annual basis for terms of five years per reappointment period.

4.5. Faculty Contracts

The University employs faculty on the basis of an annual academic year contract extending from July 1 through June 30 of the following year. The contract specifies the individual's rank, FTE, and base annual rate of salary for the academic year. A faculty assignment schedule for the contractual period will accompany the contract. Alterations in the assignments may, of necessity, occur during the year but must have the prior approval of the faculty member and the College/School Dean/Director or designee. The term of each faculty contract is described below:

1. Non-tenured faculty members will receive one-year contracts that are renewable on an annual basis providing demonstration of satisfactory performance as determined by an annual performance review.
2. Tenured faculty members will receive "rolling" contracts with a fixed term based on academic rank. The contract term for Associate Professors is three years and that for Professors is five years. These multi-year terms are renewed each year providing demonstration of satisfactory performance as determined by an annual performance review conducted by the respective College/School.
3. Post-tenure reviews are unrelated to the rolling contracts. Peer evaluation of tenured faculty will occur every three years for Associate Professors and every five years for Professors. The specific process for peer review is detailed in the respective College's/School's Faculty Handbook.

If performance of a tenured faculty member is determined to be unsatisfactory during any year of his/her employment by the Dean/Director and the Faculty Promotion and Tenure Committee, then the multi-year contract will not be renewed. In such cases, a specific program of remediation during the subsequent year would be designed to improve performance. The timetable for completion of remediation, the content of the remediation program, and the evaluation criteria would be by mutual agreement of the faculty member, the College/School Dean/Director, and the Faculty Promotion and Tenure Committee. If the remediation program is determined to be successful and performance is found to be satisfac-

tory, the full-term, multi-year contract would again be granted. If performance continues to be unsatisfactory throughout the remaining years of the contract, then the final year of the multi-year contract (3-year or 5-year) would be the terminal year of employment.

The faculty member may submit a written appeal containing a rationale for consideration to the President within 30 days of the Dean's/Director's and the Faculty Promotion and Tenure Committee's decision. The President will consider such appeals and communicate a final decision, in writing, to the faculty member within 30 days of receipt of the written appeal.

Once a contract is signed by both parties, each is obligated to honor it for the full term except in cases where it is revoked by mutual agreement. Unilateral abrogation or modification of the terms of a contract by a faculty member or the University is considered to be highly unprofessional. At the end of the annual contract period, the faculty member has the right of non-renewal. The University has the right of non-renewal (except in cases of Tenured faculty), and the granting of an annual contract by the University shall not be deemed in any way to constitute an offer of perpetual employment in excess of that covered and specified in the contract.

To facilitate planning for the subsequent academic year, discussions with the College/School Dean/Director, Department Chairs, and individual faculty members take place to prepare faculty assignments for the coming academic year. During these conferences, a mid-year planning meeting is conducted and tentative faculty assignments for the subsequent year are discussed. All new and continuing full-time and part-time faculty members are responsible for preparing their own annual, updated personnel file for consideration in the performance evaluation process (see individual college/school handbook).

Official contracts signed by the President and College/School Dean/Director describing the appropriate terms and conditions are provided to faculty in June of each year. Faculty members are required to indicate their acceptance of the contractual conditions by signing and returning the agreement by June 30. The new salary rate, for faculty members who receive and return signed contract renewals by June 30, will become effective on July 1 of the new contract year.

4.6. Salaries

Faculty salaries shall be established on the basis of the University's fiscal year (that is, July 1 through June 30) and will be paid in equal installments (26 pay periods) throughout each appointment year.

4.7. Faculty Workload

Individual faculty teaching assignments are made annually after consultation between the faculty member and the Dean/Director or designee (e.g., Associate Dean/Director, Department Chair). Faculty assignments relative to teaching should take into consideration the faculty members' particular qualifications, the need for continued professional growth and development, and the involvement of the faculty member in committee work, administrative work, research and scholarship activities, and patient care. Each Dean/Director and Department Chair is encouraged to take full advantage of the unique qualifications of their faculty members, while at the same time recognizing the need for faculty to develop multiple areas of expertise.

Faculty members are responsible for carrying out satisfactorily the duties that have been assigned by their respective Dean/Director. It is the responsibility of the Dean/Director or designee to distribute the work load reasonably. Individual faculty members should neither be capriciously overburdened, nor be assigned less than a reasonable work load. Workload assignments are determined by each College/School and are equitable for all academic ranks and tenure status.

4.8. Academic Freedom

It is fundamental to the intellectual health of an academic institution and ultimately to the intellectual health of a society at-large, that individuals and groups exercise their responsibility and intellectual creative freedom to search for the truth and to speak the truth as it is discovered. In a collegial community, the University, faculty, administration, and student body bear mutual responsibility to exercise professional competence and to extend to one another trust and respect to foster an environment for the exercise of academic freedom. The University endorses the principles of academic freedom. As a learned person and as a teacher, each faculty member is entitled to this freedom, independent of his/her tenure status. As a learned person and as a teacher, each faculty member must recognize that

people will judge both the profession and the institution by what is said and done in the classroom and in public.

The University will honor the following specific statements on academic freedom and professional ethics:

1. Faculty members are entitled to full intellectual creative freedom in research and in the publication of the results of their projects. Freedom in research is fundamental to the advancement of truth. Research conducted for the University for pecuniary return shall be based upon prior agreement between the administration of the College/School, the University, and the faculty member involved. Agreements of this nature shall comply with established guidelines for consulting work.
2. Academic freedom is fundamental for the protection of the rights of the faculty member to teach and of the student to learn. The faculty member, therefore, is entitled to freedom in the classroom in presenting and discussing assigned topics. Care must be taken to avoid teaching controversial material which has no relation to the assigned topic. Faculty members must present the subject matter of their courses as announced to their students in the approved departmental/program course syllabi. Faculty members have the freedom, however, to acquaint their students with the various sides of controversial subjects as they pertain to the assigned topics under study. Faculty members shall exercise sensitivity in their presentations whenever controversial subjects are addressed.
3. Faculty members reserve the right to allow audiotaping and videotaping of lectures and the reproduction of verbatim accounts of lectures.
4. University faculty members are citizens, members of a learned profession, and officers of this educational institution. When speaking or writing, faculty members must be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As learned persons and educators, faculty members must remember that the public may judge their profession and their institution by their statements, actions and deeds. Therefore, faculty members must at all times endeavor to be accurate, exercise appropriate restraint, show respect for the opinions of others, and shall make reasonable effort to indicate they do not speak for their College/School or the University.

Academic freedom is not to be confused with public statements regarding the operations of the University and or its subsidiaries. (www.AAUP.org)

4.9. Ethics and Professional Standards

The University promotes adherence to the American Association of University Professors 1987 version of the “Statement on Professional Ethics” for individuals in the academic profession. The guiding principles based on the AAUP’s statement on professional ethics include the following:

The primary responsibility of faculty members is to seek and state the truth. In accordance with this, the faculty shall:

1. Seek to develop and improve scholarly competence in an effort to improve teaching and scholarly activity;
2. Encourage their students to pursue knowledge;
3. Demonstrate respect for students and foster academic honesty;
4. Ensure accurate reflections of each student’s true merit;
5. Acknowledge accordingly any academic or scholarly assistance from a student; and
6. Promote academic freedom and not discriminate among or harass colleagues or students.

Code of Conduct

All members of the University academic community are expected to conduct themselves with integrity and to display ethical and professional behaviors at all times. The academic environment must foster conditions that are conducive to the full pursuit of knowledge and learning. The patient care environment must offer conditions favorable to the optimal delivery of health care services. To achieve these goals, the University has established policies and guidelines that define the professional and ethical standards of conduct of the University community.

The University seeks to provide and sustain an environment conducive to sharing, extending, and critically examining knowledge and values, and to furthering the search for wisdom. It is the intent of the Faculty Code of Conduct to protect academic freedom, to help preserve the highest standards of teaching and research/scholarship, and to advance the mission of the University as an institution of higher learning.

Professional Responsibilities and Ethical Principles

This listing of faculty responsibilities, ethical principles, and types of unacceptable behaviors are organized around the individual faculty member's relation to teaching and students, to patients, to research/scholarship, to the University, to colleagues, and to the community.

TO TEACHING AND STUDENTS

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

The integrity of the faculty-student relationship is the foundation of the University's educational mission. This relationship vests considerable trust in the faculty member, who, in turn, bears authority and accountability as mentor, educator, and evaluator. The unequal institutional power inherent in this relationship heightens the vulnerability of the student and the potential for coercion. The pedagogical relationship between faculty member and student must be protected from influences or activities that can interfere with learning consistent with the goals and ideals of the University.

Unacceptable conduct with respect to teaching and students includes the following:

1. Failure to meet the responsibilities of instruction, including:
 - a. Arbitrary denial of access to instruction;
 - b. Significant intrusion of material unrelated to the course;
 - c. Significant failure to adhere, without legitimate reason, to the University's academic standards in the conduct of courses;
 - d. Undue and unexcused delay in evaluating or reporting student work or performance; or
 - e. Arbitrary and capricious evaluation of student work;
2. Discrimination, including harassment, against a student on the basis of race, sex, color, religion, disability, illness, age, sexual orientation, gender identity

- and expression, veteran status, national or ethnic origin, citizenship, or socio-economic status;
3. Use of the position or powers of a faculty member to coerce the judgment or conscience of a student or to cause harm to a student for arbitrary or personal reasons; or
 4. Participating in or deliberately abetting disruption, interference, or intimidation in the classroom.

TO RESEARCH & SCHOLARSHIP

As stated by the AAUP, the practice of faculty intellectual honesty is “guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognizing the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end faculty members devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge.”

Unacceptable conduct with respect to scholarship includes violation of the canons of intellectual honesty, such as research misconduct and or intentional misappropriation of the writings, research, and the findings of others (see Section 4.15).

TO THE UNIVERSITY

As a member of an academic institution, faculty seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of the work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions. (AAUP Statement, 1966; Revised 1987)

Unacceptable conduct with respect to the University includes the following:

1. Incitement of others to disobey University rules when such incitement constitutes a clear and present danger that violence or abuse against persons or property will occur;

2. Unauthorized use of University resources and facilities for personal, commercial, political, or religious purposes;
3. Forcible detention, threats of physical harm to, or harassment of another member of the University community that interferes with that person's performance of University activities;
4. Discrimination against individuals on the basis of race, sex, color, religion, disability, illness, age, sexual orientation, gender identity and expression, veteran status, national or ethnic origin, citizenship, or socioeconomic status; or
5. Violation of University policies governing the professional conduct of faculty, including but not limited to policies applying to research, outside professional activities, conflicts of commitment, clinical practices, violence in the workplace, and whistleblower protections.

TO COLLEAGUES

As colleagues, the faculty have obligations that derive from common membership in the community of scholars. The faculty:

1. Do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others; and
2. Accept their share of faculty responsibilities for the governance of their institution. (AAUP Statement, 1966; Revised 1987)

Unacceptable conduct with respect to colleagues includes the following:

1. Making evaluations of the professional competence of faculty members by criteria not directly reflective of professional performance;
2. Discrimination, including harassment, against faculty on the basis of race, sex, color, religion, disability, illness, age, sexual orientation, gender identity and expression, veteran status, national or ethnic origin, citizenship, or socioeconomic status; or
3. Breach of established rules governing confidentiality in personnel procedures.

TO THE COMMUNITY

As members of their community, the faculty:

1. Have the rights and obligations of other citizens; and
2. Measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college/school or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, the faculty have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom. (AAUP Statement, 1966; Revised 1987).

Unacceptable conduct with respect to the community includes the following:

1. Intentional misrepresentation of personal views as a statement of the position of the University. (An institutional affiliation appended to a faculty member's name in a public statement or appearance is permissible, if used solely for purposes of identification.); or
2. Commission of a criminal act which has led to conviction in a court of law and clearly demonstrates unfitness to continue as a member of the faculty.

Procedures for Disciplinary Actions Concerning Faculty

If a member of the University community is aware of a violation of the Faculty Code of Conduct, the following procedures are to be followed:

1. A report of the alleged violation shall be submitted to the appropriate Dean or Director.
2. In the case where the alleged violation is related to providing a safe educational and work environment, the Dean/ Director will immediately consult with the Vice President for Human Resources and then attempt to resolve the allegation and maintain privacy of the parties involved. All other issues or grievances will be addressed directly by the Dean/ Director in an attempt to reach a mutually acceptable outcome with the individual.

If the Dean/ Director cannot reach a mutually acceptable agreement, then an ad hoc Faculty Conduct Committee shall be formed to resolve the issue in consultation with the Vice President for Human Resources.

3. The ad hoc faculty committee shall make its initial recommendation to the Dean or Director based on a preliminary review of the current conflict. If the issue is not resolved, formal proceedings may commence if the ad hoc Faculty Conduct Committee so recommends or if the Dean/Director or faculty member requests a formal hearing.

FORMATION OF AD HOC FACULTY CONDUCT COMMITTEE

The ad hoc Faculty Conduct Committee will be composed of five faculty members (when possible the majority being tenured; the majority from the faculty member's primary college/school, and two representatives from other colleges/schools) all of whom shall be appointed by the Faculty Senate including the Chair.

PRELIMINARY REVIEW BY FACULTY CONDUCT COMMITTEE

When a faculty member with tenure, or with a regular, special or probationary appointment prior to the expiration of any contractual term, demonstrates unacceptable faculty conduct as described above, the appropriate Dean/Director will discuss the matter with the faculty member in personal conference. The matter may be terminated by mutual consent at this point. However, if an agreement does not result, an ad hoc committee appointed by the Faculty Senate will inquire into the situation, to effect an agreement, if possible, and, if none is effected, to determine whether formal proceedings should commence (see Commencement of Formal Procedures below). If the committee recommends that such proceedings should begin, action will be commenced under the procedures that follow. If the Dean/Director or faculty member disagree with the ad hoc faculty committee recommendation, then either can request a formal procedure. A description of the alleged infraction will be formulated by the ad hoc Faculty Conduct Committee and submitted to the President.

COMMENCEMENT OF FORMAL PROCEDURES

The formal proceedings will begin with a communication to the faculty member from the President. The communication will be delivered to the faculty member by certified mail and contain the statement formulated describing the infraction (described in Preliminary Proceedings above) and potential disciplinary actions. The communication will also indicate that a hearing will be held before the ad hoc

Faculty Conduct Committee at a specified time and place to determine whether the faculty member should be disciplined on the grounds stated. The hearing will be held 14 or more calendar days from the date that the faculty member was contacted by the President. The faculty member will be informed in detail regarding the procedural rights that will be accorded.

The faculty member may waive the hearing or may respond to the alleged infraction statement in writing at any time before the hearing. If the faculty member waives the hearing, but denies the charges or asserts that the charges do not support a finding of adequate cause, the Committee will evaluate all available evidence and rest its recommendation upon the evidence in the record.

HEARING COMMITTEE PROCEDURES

The ad hoc Faculty Conduct Committee, in consultation with the faculty member, will exercise its judgment as to whether the hearing should be public or private. The ad hoc Faculty Conduct committee will determine the order of proof, conduct the questioning of witnesses, and, if necessary, secure the evidence important to the case. During the proceedings, the faculty member and or university will be permitted to have an academic advisor and or counsel of his or her own choice with at least two weeks notification to the committee chair who will in turn communicate to all parties involved. The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence, and the administration will make available necessary documents and other evidence within its control. A verbatim record of the hearing, ordinarily in the form of a recording, will be made. The burden of proof that adequate cause exists rests with the University, and shall be satisfied only by clear and convincing evidence in the record considered as a whole. At the completion of the hearing, the ad hoc Faculty Conduct Committee shall prepare a written advisory report consisting of findings, conclusions, and recommendations and submit it to the President with a copy to the faculty member and the Dean/Director. The Committee shall also forward to the President any written material or other items that it considered as well as the record of the hearing. Such items shall become the responsibility of the University and be retained by the University as legally required. The ad hoc Faculty Conduct Committee acting as a recommending body to the University will act in good faith and will not be held legally responsible for the final disposition of the case.

The President, after due consideration of the ad hoc Faculty Conduct Committee's report shall either accept or reject it. If the President rejects the report, he or she will state the reasons for doing so, in writing, to the Committee, with a copy

to the faculty member and the Dean/Director, and provide an opportunity for a response from the Committee before making his or her final decision. Prior to taking any actions hereunder, the President may consult with the Committee, the faculty member, or any other person whose advice, assistance, or input the President desires and deems appropriate. The President's final decision shall be in writing and will include the Committee's original recommendations. This will be delivered to the faculty member by certified mail to the faculty member's home address. A copy shall also be furnished to the Committee and Dean/Director.

Types of Disciplinary Sanctions

The types of disciplinary sanctions that may be imposed on a member of the faculty include, in order of increasing severity: written censure, suspension, and dismissal from the employ of the University. In any disciplinary proceeding, the President may not impose a type of discipline more severe than that which was set forth in a written notice of proposed disciplinary action to the faculty member. The President may impose additional appropriate remedial or corrective sanctions not set forth in this handbook. More than one disciplinary sanction may be imposed for a single act of misconduct (for example, a letter of censure and a suspension). The President may remove or terminate a sanction, either automatically or by administrative discretion, in individual cases. The severity and type of discipline selected for a particular offense must be appropriately related to the nature and circumstances of the case.

WRITTEN CENSURE

This is a formal written expression of institutional rebuke that contains a brief description of the censured conduct, conveyed by the President. Written censure must be delivered confidentially to the recipient and maintained in a designated personnel file or files indefinitely or for a lesser period of time specified in writing.

SUSPENSION

The specific terms of the suspension as determined by the ad hoc Faculty Conduct Committee and the President will be delivered in writing to the faculty member. The conditions of the suspension will note the duration, whether or not the faculty will receive pay, as well as other reasonable restrictions. Suspension as a disciplinary action is to be distinguished from involuntary leave, which is a precautionary action.

DISMISSAL

Authority for dismissal of a faculty member rests with the University President. The President may receive recommendations of dismissal from the ad hoc Faculty Conduct Committee following a formal hearing as described above.

ALTERNATIVE SANCTIONS AT THE DISCRETION OF THE PRESIDENT

The President may waive or limit any or all disciplinary sanction(s) on the condition that the accused faculty member performs some specified action(s) designed to address the original violation and or to prevent future violations. If the imposition of a disciplinary sanction is waived, the subsequent failure to perform the required act or otherwise comply with the conditions of the waiver will immediately subject the faculty member to the implementation of the underlying sanction without an additional hearing. The authority to determine whether the faculty member has complied with the conditions of the waiver rests with the President.

4.11. Professional Development

The primary academic obligation of all faculty members is to facilitate student learning and to advance their basic and applied scientific knowledge of health care as professionals. To be effective in their scholarly roles, faculty will have the opportunity to develop their professional expertise. An initial on-boarding program will be provided to all new faculty members to facilitate transition into their faculty role at MBKU. An ongoing faculty development program is offered to all faculty.

As responsible professionals, faculty members have the freedom to use faculty development time in ways that meet their individual needs.

Faculty development time is necessary to maintain and enhance teaching effectiveness as well as the intellectual vitality of the faculty. It is a right that should not be abridged without sufficient and serious cause. It should be used responsibly by the faculty and respected by administration. In cases of unforeseen circumstances, temporary alterations of development time may occasionally be necessary to satisfy program needs for teaching and patient care.

Appropriate use of faculty development time consists of any activities directed toward maintaining and improving teaching effectiveness, research/scholarly activity, provision of patient care, and professional growth.

Educational “Meeting Time Off”

The University administration actively supports participation by faculty members at professional meetings related to teaching, research, service, or patient care where there is mutual benefit to the Institution and the faculty member. Such activities are part of typical faculty development and often necessary for promotion, tenure, and merit. University-sponsored “meeting time-off” to participate in these programs is readily available. When these meetings conflict with teaching or patient care assignments, the faculty member should seek approval from the appropriate supervisor.

4.12. Faculty Evaluation

The annual faculty evaluation program comprehensively evaluates faculty across a wide range of activities and disciplines. Its qualitative nature and flexibility allow an evaluation of all members of the faculty even when there is significant diversity in the nature of their jobs. It combines joint goal setting by an individual faculty member and his/her respective Dean/Director with expectations benchmarked against a faculty workload standard.

It is the responsibility of the Dean/Director, in consultation with the respective faculty body, to set goals and to establish methods used to complete the mid-year formative assessment and annual faculty performance review. The specific evaluation procedures will be determined by each College/School in order to meet their unique programmatic needs. In addition, post-tenure review evaluations will be conducted at the College/School level every three years for Associate Professors and every five years for Professors.

4.13. Academic Promotion and Tenure

Promotions in academic rank are based on the standards and expectations developed by each College/School with respect to performance in teaching, research/scholarship, patient care, and professional service. These standards and expectations are delineated in the Faculty Handbook for each College/School. All academic promotions shall become effective upon the approval of the University President.

Tenure

The hallmark of a successful tenure program is a strong relationship between the University's support of the Faculty and the faculty member's commitment to the University. This relationship provides mutual benefits for both the Faculty and the University. Tenure provides faculty members with essential protection for their academic freedom of ideas and expression and provides a formal declaration of these rights to members of the faculty. The primary benefit of tenure is continuous employment with the University. The tenure system of the University is based on the recognition of faculty excellence and is intended to provide for a mutual and reciprocal assurance of benefit, responsibility, and accountability between the University and its faculty. The granting of tenure at the University is a unique honor and distinct privilege which constitutes recognition that the faculty member has demonstrated a significant level of scholarly performance, achievement, and commitment to the University which merits increased esteem and security within the institution.

Faculty appointed at the rank of Assistant Professor are non-tenured. Tenure is granted upon promotion to the rank of Associate Professor.

Faculty candidates who were tenured at their previous institution and are appointed at MBKU at a rank of an Associate Professor or Full Professor may be immediately tenured or granted tenure after a probationary period of one year as determined by the Dean/Director of the College/School. Faculty appointed at a rank of Associate Professor or higher are either appointed with tenure (activated after a pre-specified probationary period) or as "tenure-eligible" at MBKU. Requirements and guidelines describing the criteria and application process for tenure are specified in the faculty handbook of the respective college/school.

Dismissal of a faculty member with tenure may only be for adequate cause, except in the case of financial exigency, or programmatic discontinuance or change. Refer to section on Procedures for Disciplinary Actions Concerning Faculty (see Section 4.9).

EVALUATION FOR TENURE

Each College/School develops the general criteria by which an applicant for rank and subsequent tenure will be evaluated by the College's/School's Promotion and Tenure Review Committee. A promotion and tenure review may be initiated by a Department Chair or by the Dean/Director of the College/School upon petition by the eligible faculty member.

POST-TENURE REVIEW

Faculty with the rank of Associate Professor will be reviewed every three years and those with the rank of Professor will be reviewed every five years. This review is performed by the respective College's/School's Promotion and Tenure Committee, who then makes a recommendation to the Dean/Director on whether the faculty member has maintained the high standards and expectations of tenure (see Section 4.5).

4.14. Appeals Process for Denial of Promotion or Tenure

A faculty member may appeal a decision related to promotion or tenure to their Dean/Director. The faculty may submit a written appeal within 30 days to the Dean/Director who has 30 days to render a written decision upon receipt of the appeal. If the Dean's/Director's initial decision is upheld the faculty member may submit a written appeal containing a rationale for consideration to the President within 30 days of the Dean's/Director's decision. The President will consider such appeals and communicate a final decision, in writing, to the faculty member within 30 days of receipt of the written appeal.

4.15. Research and Scholarship

The stature and reputation of the University as well as the intellectual vitality of the campus and its educational programs are directly related to the quantity and quality of faculty research and scholarly activity conducted.

The University strongly encourages its faculty to seek outside funding for research. All grant applications are submitted on behalf of the institution. Consequently, all applications are subject to review and approval by University administration before submission.

Grant awards made by a funding agency are commonly awarded to support research, training, program development, or improvement of facilities and resources. External grant money (except for individual training grants) is awarded to the institution and not the individual. Faculty are expected to adhere to the appropriate university and respective college/school guidelines and policies on research including policies on grant applications, equipment ownership, patents, manuscript authorship, and scientific misconduct.

Scientific Misconduct

Faculty members are expected, as one of their general faculty responsibilities, to adhere to a strict standard of ethical conduct in the pursuit of research. These responsibilities include appropriate management of research funds, study conduct according to the tenets of the Declaration of Helsinki, careful and appropriate collection and interpretation of data, documentation of research methods, and appropriate presentation of the data with acknowledgement of assistance and attribution of information obtained from others. Where there is evidence of a breach of these ethical responsibilities, the faculty member's activities will be subject to full investigation, either by the University and/or by the funding agency involved. Depending on the nature and severity of the offense, the faculty member may lose status or research support, including release time and/or funding, or may be considered for further disciplinary action by the University.

Dealing with Allegations of Research Misconduct Under Public Health Service Research-related Activities, the University has incorporated the following approach into its policies and procedures for dealing with and reporting possible research misconduct:

1. Upon becoming aware of an allegation or other evidence of possible research misconduct, the designated misconduct policy and procedures official of the University will immediately contact the U.S. Department of Health and Human Services, Office of Research Integrity (<http://ori.hhs.gov/>) at (240) 453-8400.
2. The University will then work with the ORI or other appropriate offices of the Department of Health and Human Services (HHS) to develop and implement a process consistent with the regulations at 42 CFR Part 93, to fully explore the allegation or evidence of misconduct in research. This may entail the HHS taking primary responsibility for conducting the inquiry and or investigation.
3. The University will cooperate fully with the ORI/HHS and, as appropriate, with any cognizant parties in exploring the facts of the situation.
4. The University will inform all employees that they have the option of reporting any allegation or evidence of research misconduct directly to the ORI rather than to the designated misconduct policy and procedures official at the University.

4.16. Sabbatical Leave

Sabbatical leave provides an opportunity for professional development and is available as a benefit to tenured faculty. The major purpose of a sabbatical leave is to provide time and opportunity for professional growth and re-education through concentrated study, research, clinical experience, writing, and related travel. A sabbatical leave may be granted for a maximum period of twelve continuous months at half pay or six months within an academic year at full pay and may be applied for in the sixth year of employment to be taken in the seventh year of full-time continuous employment.

Fringe benefits, that is, health, life and long term disability provided to faculty will be continued for the period of the sabbatical. Vacation benefits accrued during the Sabbatical must be taken during the sabbatical leave. Limited support (maximum of \$1,000) is available for approved sabbatical related travel. Each College's/School's budget will support a maximum of 0.50 FTE (salary and benefits) in any given academic year (July 1 through June 30).

An application from a faculty member for a sabbatical leave should contain the following items:

1. A statement as to the purpose of the sabbatical leave;
2. A current curriculum vitae;
3. Sabbatical time frame and budget;
4. A letter from the offsite location where the time will be spent that confirms the availability of the resources needed for the proposed activity must be submitted to the College/School Dean/Director at least two months prior to the start of the proposed sabbatical; and
5. If approved, the Dean/Director will add a letter to the file stating that the faculty member is released from all teaching and departmental administrative obligations during the proposed sabbatical period and forward the application and all of the documents to the President for a final decision. Final approval by the President of sabbatical leave will depend upon the merit of the proposal, the availability of faculty coverage, and the availability of university funding.

4.17. Emeritus Faculty

The emeritus designation is automatically awarded, upon retirement from the University under honorable circumstances, to tenured faculty members with at least

10 years of continuous service, at the rank of associate or full professor prior to retirement, and who wish to continue a formal association with the University. The title “emeritus” is an honor bestowed in recognition of a faculty member’s contributions to the University.

The University recognizes that faculty members have a wealth of experience, knowledge and service to offer post-retirement. The university leadership team encourages the active participation of retired faculty in academic life in whatever capacity best suits the faculty member, college, or school. Retired faculty may continue to be involved in research, teaching, advising, and service for as long as the terms are mutually agreed to by all parties involved and with the Dean or Director’s approval.

Titles

Faculty members to whom emeritus status is granted will retain their rank at the time of retirement followed by the designation “emeritus.” The honorary title Professor Emeritus or Associate Professor Emeritus will be conferred to faculty members whose services have been principally in teaching, research, and or patient care. An administrator who has served as a University employee at least 10 years, who retires as a Vice President, Dean or Director, may be awarded the title “Emeritus” by the Board of Trustees. A president, upon retirement, may be awarded the title “President Emeritus” by the Board of Trustees. Retired faculty or administrator emeritus status and title shall be wholly honorary and does not entitle holders to compensation of any kind.

Eligibility

All faculty members with at least 10 years of continuous service at the rank of associate or full professor prior to retirement, who retire from the University under honorable circumstances, including permanent disability sick leave, will automatically be conferred emeritus status. The granting of the award is automatic, subject to the candidate accepting the honor. The Dean or Director of each program will submit a letter to the program faculty governance committee that the faculty member is eligible for emeritus status.

Faculty members who do not meet the minimum required years of continuous service at the rank of associate or full professor, but who have distinguished themselves through meritorious performance in teaching, research/scholarship, patient care, and or service to the University and profession may receive emeritus designation at the last rank held. Any full-time faculty member, Dean or Director,

may nominate such a faculty member for emeritus status. Nominations should include a brief supportive summary statement outlining the individual's contributions along with a current CV and be submitted to the program faculty governance committee where the faculty member has his or her primary appointment. The nomination procedure is described below.

Distinguished Professor Emeritus

The title Distinguished Professor Emeritus confers an honor for tenured Professors following an academic career of outstanding distinction with sustained and high-quality contributions in research, scholarship, teaching, and professional service. Distinguished emeritus status is not awarded for a single accomplishment, but for a career pattern of accomplishments that have brought honor to the University and demonstrated significant impact beyond the Campus.

Any full-time faculty member may nominate such a faculty member for the Distinguished Professor Emeritus title. Nominations should include a brief supportive summary statement outlining the individual's contributions along with a current CV to be submitted to the appropriate program faculty governance committee. The procedure is described below.

Nominations Procedures for Distinguished Professor Emeritus and for Faculty Not Meeting the Criteria for Automatic Emeritus Conferral

PROCESS WHEN THE COLLEGE/SCHOOL HAS A FACULTY-ONLY GOVERNING BODY*

The faculty-only governing body shall appoint an ad-hoc Emeritus Committee. This Committee shall consist of five full-time faculty members, at least three of whom shall be tenured. The Committee will review the nominee's curriculum vitae, letter(s) of support, and any other documentation in support of the faculty member's nomination. Upon simple majority vote of the ad hoc Committee, an approved nomination will be forwarded to the faculty-only governing body for a written ballot vote. Support by a 2/3 majority of faculty present physically or electronically in real-time at the Faculty meeting is necessary for the nomination to be forwarded to the Dean/Director of the College/School and the University Faculty Senate. The Dean/Director will independently review the recommendation and forward his/her own recommendation to the Faculty Senate. The University Faculty Senate will review both recommendations and then forward their recommendation to the President of the University, who makes the final decision.

PROCESS WHEN THE COLLEGE/SCHOOL DOES NOT HAVE A FACULTY-ONLY GOVERNING BODY*

The Dean/Director of the College/ School, in consultation with the faculty body, shall appoint an ad-hoc Emeritus Committee. This Committee shall consist of five full-time faculty members, at least three of whom shall be tenured. The Committee will review the nominee's curriculum vitae, letter(s) of support, and any other documentation in support of the faculty member's nomination. Upon simple majority vote of the ad hoc Committee, an approved nomination will be forwarded to the faculty for a written ballot vote. Support by a 2/3 majority of faculty present physically or electronically in real-time at the Faculty meeting is necessary for the nomination to be forwarded to the Dean/Director of the College/School and the University Faculty Senate. The Dean/Director of the College/School will independently review the recommendation and forward his/her own recommendation to the Faculty Senate. The University Faculty Senate will review both recommendations and then forward their recommendation to the President of the University, who makes the final decision.

Use of Title

Retired faculty members with emeritus status retain their title at the highest rank achieved, modified by the incorporation of the emeritus designation. Whenever using the emeritus title, in print or otherwise, the faculty member should conduct himself or herself in the same manner expected of all full-time faculty.

Recognition, Privileges, and Public Announcement

The University regards emeriti as valuable and useful members of the academic community. Public announcement of any emeritus awards shall take place during commencement exercises where a certificate of award of emeritus will be provided. Holders of the title emeritus will receive no salary or honorarium, but shall be accorded the following privileges:

- Use of the title Professor Emeritus, Distinguished Professor Emeritus, or Associate Professor Emeritus;
- Listing within the faculty roster published in the University catalog and on the University's website;
- Upon request, receive printed cards which designate "emeritus" status;
- Upon request, use of University mailing address with reasonable arrangements for the receipt and delivery of mail;

- Upon request, continued use of Ketchum email address;
- As a professional courtesy, emeriti will receive email notification of issues of general interest to the faculty, as well as important developments and changes affecting emeritus interests or relations with the University;
- Emeriti faculty may be invited to participate in the activities below subject to specific invitation by the Dean, Director or Faculty Governance Officer:
 - Attendance at faculty meetings with privileges of the floor, but with no vote;
 - Eligibility for service on established or ad hoc committee(s) except for tenure, promotion, and merit committees;
- Attendance at University continuing education events, under conditions available to all full-time University faculty;
- Issuance of a University identification card for use in the library and to gain access to other buildings on campus as needed;
- Full use of the library facilities as ordinarily accorded to faculty;
- Use of University recreational/social facilities in accordance with University policy;
- Invitation to commencement with gown supplied at no cost;
- Invitation to the annual holiday celebration, if space permits;
- Continuation of vision services for employee and spouse/domestic partner in accordance with the Retiree Benefits Policy outlined in the MBKU University Employee Handbook; and
- Assignment of office space, use of laboratory facilities and administrative support for scholarly or other professional pursuits may be provided (when available) upon the recommendation by the Dean or Director and subject to approval by the University President. In addition, the casual use of faculty “flex” space on either the Fullerton or Anaheim campus is permitted at any time.

Note: Space assignments made to emeriti faculty will be for specific terms with the understanding that assignments are renewable only upon mutual agreement between the Dean/ Director and with approval of the University President.

Responsibilities

The University regards emeriti faculty as valuable and useful members of the academic community. When invited by the Dean or Director, members are encouraged to continue to assist the University in areas of their competence when possible and requested to do so. When requested and mutually agreed, faculty may continue to be involved with research, teaching, advising and service.

Upon invitation, emeritus faculty are also encouraged to continue their involvement with the University through serving in volunteer roles such as tutoring, serving on advisory committees, assisting with development projects, and staffing University information booths at professional meetings, etc.

*For the purposes of this section a School or College within MBKU is considered to have a faculty-only governing body if (1) it has a body or committee intended to represent overall faculty interests and to provide faculty governance, and (2) membership of that body is limited to faculty members of the said School or College, and (3) the policy of that body does not specifically require administrators with particular administrative titles (e.g., Dean/Director, Associate/Assistant Dean/Director, Department Chair, etc.) to be members of the body, and (4) the policy and or customary practice of that body requires that faculty members who also hold administrative titles or roles should recuse and absent themselves from those parts of faculty meetings related to their administrative purview, except to provide information requested by the faculty body.

4.18. Intellectual Property

Research and development of original works and inventions that require intellectual property protection are a vital part of the academic community. Ownership of intellectual property developed by faculty, staff, or students of the University that provides support of their efforts or use of University resources in more than a purely incidental way, shall be shared by the inventor or creator and the University. The nature and extent of inventor or creator participation in royalty income, however, shall be subject to University regulations.

Note. Intellectual property references: the University of Minnesota State College System.

Definitions

1. *Course Outline*. The course outline is the document that contains the course title, course description, prerequisites, total credits, lecture/lab breakdown, and student learning outcomes.
2. *Course Syllabus*. The course syllabus is a document that contains the elements of the corresponding course outline, standards for evaluation of student learning outcomes, and additional information that reflects the creative work of the faculty member.

3. *Creator/Inventor*. A *creator* is an individual or group of individuals who invent, author, discover, or are otherwise responsible for the creation of intellectual property. *Inventor* refers to the creator of an invention that may be patentable.
4. *Intellectual Property*. Intellectual property is any work of authorship, invention, discovery, or other original creation that may be protected by copyright, patent, trademark, or other category of law.
5. *Intellectual Property Rights*. Intellectual Property Rights means all the protections afforded the owner or owners of an original work under law, including all rights associated with patent, copyright, and trademark registration.
6. *Sponsor*. A sponsor is a person, private sector company, organization, or governmental entity, other than the system that provides funding, equipment, or other support the University to carry out a specified project in research, training, or public service.
7. *Sponsorship Agreement*. A sponsorship agreement is a written agreement between the sponsor and the University, and may include other parties including the creator of the work.

Basic Ownership Rights of the Various Types of Creative Works

The ownership rights to a creation shall be determined generally by the provisions below. However, ownership may be modified by an agreement, sponsorship agreement, or other condition described below.

INSTITUTIONAL WORKS

Intellectual property rights in institutional works belong to the College/School or University. Institutional works are works made for hire in the course and scope of employment by employees or by any person with the use of College/School or University resources, unless the resources were available to the public without charge or the creator had paid the requisite fee to utilize the resources. A course outline and syllabus are institutional works necessary to support accreditation. For the purposes of this policy, scholarly works are not considered institutional works.

SCHOLARLY WORKS

Intellectual property rights in scholarly works belong to the faculty member or student who created the work, unless an agreement, sponsorship agreement, or other condition provides otherwise. Scholarly works are creations that reflect research, creativity, and or academic effort. Scholarly works include instructional

materials (such as textbooks and course materials), distance learning works, journal articles, research bulletins, lectures, monographs, plays, poems, literary works, works of art (whether pictorial, graphic, sculptural, or other artistic creation), computer software/programs, electronic works, sound recordings, musical compositions, and similar creations.

COURSE MATERIALS

Both faculty and administration are sensitive to the balance of rights for co-ownership of course materials. Course materials developed as part of the faculty contract are intended to benefit students. In the event that a faculty member leaves the institution, there is a reasonable expectation that course materials should remain available for a 12-month post-separation for the purposes of transitioning the course to new instructor(s). This will benefit both the new instructor(s) and the students.

Attribution of faculty authorship for materials left behind will be prominently recognized, and written permissions confirmed for all photos/videos assigned to both author and institution. The expectation is that the faculty member(s) assuming the new course duties will author his or her own original material, but that the prior course material will facilitate the transition and minimize any adverse impact on the students. Excluded course materials may include the following: identifiable patient data, photos without signed consent/permission for use by the institution, among others.

SPONSORSHIP AGREEMENT

The ownership of intellectual property rights in a work created under a sponsorship agreement shall be determined by the terms of the sponsorship agreement. If the sponsorship agreement is silent on the issue of ownership of intellectual property rights, ownership will be determined under applicable law.

Preservation of Intellectual Property Rights

1. *Protection of Rights.* The University shall undertake such efforts, as it deems necessary to preserve its rights in original works when it is a sole or joint owner of the intellectual property rights. The University may apply for a patent, trademark registration, copyright registration, or other protection available by law on any new work in which the University maintains intellectual property rights.
2. *Payment of Costs.* The University may pay some or all costs required for obtaining a patent, trademark, copyright, or other classification on original works

for which the University owns or jointly owns the intellectual property rights. If the University has intellectual property rights in a jointly owned work, the University may enter into an agreement with joint owners relating to the payment of such costs.

3. *Sharing of Proceeds.* An employee who creates a work and retains an intellectual property interest in such work in which the University maintains intellectual property rights is entitled to share in royalties, licenses, and any other payments from commercialization of the work in accordance with individual agreements and applicable laws. All expenses incurred by the university in protecting and promoting the work, including costs incurred in seeking patent or copyright protection and reasonable costs of marketing the work, shall be deducted and reimbursed to the University before the creator is entitled to share in the proceeds.

If the University decides not to pursue patent or copyright protection in a jointly owned work and the creator/inventor decides to pursue such protection, all expenses incurred by the creator/inventor in protecting and promoting the work including costs incurred in seeking patent or copyright protection and reasonable costs of marketing the work, shall be deducted and reimbursed to the creator/inventor before the University is entitled to share in the proceeds.

Net proceeds generated from the commercialization of works owned jointly by the University and a College/School (not creators/inventors) will be distributed in accord with the terms of a written agreement, or absent an agreement, in amounts equal to the relative contributions made by the College/School and University.

4.19. Separations

The University or individual faculty members may find it necessary from time to time to sever their contractual relationship. The categories of separation and the policies and procedures related to each, are defined below.

Voluntary Resignation

Resignation is an action by which a faculty member voluntarily seeks to be released from a contract with the University. In general, the faculty member is expected to give a 60-day notice of intent to his/her Department Chair and to the Dean/Director no later than February 15 of the academic year. It is expected that, except in unusual circumstances, resignation will be effective at the end of the

fiscal year (June 30). The faculty member may request a waiver of the requirement of timely notification in cases of hardship or in a situation where he/she would otherwise be denied substantial professional advancement or other opportunity.

Retirement

Retirement from active service assignments to the University represents the voluntary termination of duties and scheduled responsibilities for the employee, who has by agreement discontinued his/her duties. In general, the retiring faculty member is expected to give notice of intent to his/her Department Chair and to the Dean/Director not later than February 15 of the academic year. Any academic faculty member at the University who retires under rules of eligibility is deemed to have been separated from the University's service in good standing.

Termination for Cause

Personal or academic misconduct may constitute just cause for termination of a faculty member's contract (see Section 4.9).

Termination for Financial Exigency

The existence of a financial exigency which might lead to the termination of a faculty member's contract may occur under extraordinary circumstances because of a demonstrably bona fide financial emergency, that is, an imminent financial crisis which threatens the survival of the institution as a whole and which cannot be alleviated by less drastic means. A state of financial exigency shall be determined by the Board of Trustees. In adopting regulations on financial exigency, the administration will need to decide how to share and allocate the judgments and decisions that are necessary in such a crisis.

Termination for Elimination of Program

Elimination of an institutional program or academic organizational unit may lead to termination of a contract for a faculty member. Elimination of a program or academic organizational unit will follow full consideration by the administration (President and Dean/Director of the respective College/School), and approval by the Board of Trustees.

Personnel Policies and Benefits

This section provides faculty members with an overview of the University's personnel policies, benefits, and work rules specific to faculty members. All other important information regarding employment at the University is outlined in the *University Employee Handbook*. It is intended to familiarize faculty with important information about the University, as well as information regarding their own benefits, privileges and responsibilities.

In order to retain necessary flexibility in the administration of policies and procedures for the benefit of the faculty, the University reserves the right to change or revise policies and procedures described in this section without notice as it deems appropriate in its sole and absolute discretion.

The Human Resources Department has the authority and responsibility to provide faculty with assistance and information on the University's personnel policies. The Human Resources Department serves as a resource for faculty to obtain current information on benefits, personnel policies, payroll data, personnel records, and insurance, as well as benefit conversion privileges on retirement or termination of employment.

The Human Resources Department is responsible for the maintenance of complete and up-to-date personnel records for all current faculty members. It is,

therefore, important that faculty notify the Human Resources Department promptly of any changes in their name, marital status, dependent status, home address, and/or telephone number(s). In this manner, the benefit status and information for all faculty members can be kept current and accurate.

All external requests for employment verification and references must be directed to the Human Resources Department. Faculty members are not authorized to provide any such information.

Time Sheet Completion for Hourly Part-Time Faculty

Since hourly part-time faculty do not earn the mandated salary required to fulfill an exempt classification, it is incumbent for hourly part-time faculty members to complete time sheets using the electronic timekeeping system. The procedure is as follows:

- Hourly paid part-time faculty will enter their hours each day they complete either a half of day or a full day by entering their hours in the electronic timekeeping system.
- Hourly paid part-time faculty are to report hours worked based on a fraction of the day, by either entering four (4) hours for a “half of day” or eight (8) hours for a “full day,” whichever contracted terms were agreed upon.
- Hourly paid part-time faculty are required to approve their electronic time sheets before or by the end of each pay period. The electronic time sheets will then be approved by his/her immediate supervisor.
- Time sheets are to be approved by the hourly paid part-time faculty by 9 am every other Monday morning.

5.3. Benefits

This section defines the benefits available to faculty members. The descriptions of insured benefits are highlights of the plan only. For further information concerning the terms and conditions of the insurance policies, refer to the plan booklets or summary plan descriptions available on the Portal under Human Resources.

Full-Time Faculty

Contract FTE between 0.75 to 1.00 FTE (30 to 40 hours per week).

1. Accidental Death and Dismemberment (AD&D)
2. Bereavement

3. Campus Store Accounts
4. University Housing – Rental Units
5. Continuing Education
6. Credit Union (Schools First Federal Credit Union)
7. Disability – Long-term (State)
8. Educational Loan Forgiveness Program
9. Educational Travel
10. Employee Assistance Program (EAP)
11. Faculty Advances
12. Faculty Recognition Awards
13. Fitness Center
14. Flexible Spending Accounts (Section 125 Pre-tax)
15. Graduate Education Reimbursement
16. Holiday/University Closures*
17. Housing Assistance Program
18. Jury Duty
19. Liability Insurance
20. Life Insurance
21. Medical and Dental Insurance Plans
22. Personal Time-Off (PTO)
23. Pre-paid Legal
24. Professional Dues
25. Relocation /Moving Expense
26. Sick Leave
27. Supplemental Term Life Insurance
28. Tuition Reduction at MBKU
29. Unemployment Insurance
30. Vacation
31. Vision Care
32. 401(a) Pension Plan**
33. 403 (b) Voluntary Retirement Savings Plan
34. Worker's Compensation

Part-Time Faculty

Contract FTE < 0.75 FTE (less than 30 hours per week).

1. Continuing Education
2. Educational Travel (Pro-rated)

3. Employee Assistance Program
4. Faculty Development
5. Faculty Recognition Awards
6. Flexible Spending Accounts (minimum 0.5 FTE)
7. Graduate Education Reimbursement (Pro-rated)
8. Life Insurance and Accidental Death and Dismemberment Insurance at \$10,000 (after one year of continuous service – minimum 0.2 FTE)
9. Pre-Paid Legal
10. Sick Leave (per CA State law)
11. Vision Care
12. 401(a) Pension Plan ***
13. 403(b) Voluntary Retirement Savings Plan

*Salaried part-time faculty will also receive holiday/university closure benefits if the holiday falls on a regularly scheduled workday. Hourly part-time faculty will not receive the benefit.

** Pension Plan Eligibility for Full-Time Faculty: Eligible if work at least 750 (0.375 FTE) service credit hours (actual) within first 12 months or within the relevant eligibility computation period. Will become eligible after employee completes the year and it is determined that he/she did meet the eligibility requirement.

*** Pension Plan Eligibility for Part-Time Faculty: Salaried part-time faculty are eligible if work at least 750 (0.375 FTE) service credit hours (actual) within first 12 months or within the relevant eligibility computation period. Hourly part-time faculty are eligible if work 1,000 hours within first 12 months of employment or within the relevant Computation Period. For both salaried and hourly part-time faculty, the employee will become eligible after he/she completes the year and it is determined that he/she did meet the eligibility requirement.

Adjunct Faculty

Adjunct faculty are not eligible for any MBKU-sponsored benefits.

Benefit Effective Dates

If an employee is eligible for any of the benefits, the effective dates are indicated below.

Upon date of hire:

1. Bereavement
2. 401(a) Pension Plan*
3. 403(b) Voluntary Retirement Savings Plan
4. Holiday / University Closures
5. Paid Time-off Accrual
6. Sick Leave Accrual
7. Vacation Accrual
8. Vision Care

Effective the first of the month following or coinciding with date of hire:

1. Dental Insurance
2. Employee Assistance Program (EAP)
3. Flexible Spending Accounts (Pre-tax)
4. Life and AD&D Insurance
5. Long Term Disability Insurance
6. Medical Insurance
7. Voluntary Life Insurance

Consultants and “Fill-In” Instructors

Consultants and “fill-in” instructors are not eligible for any MBKU-sponsored benefits.

Continuing Education

Faculty members (full-time and part-time) seeking transcribed continuing education may, as a benefit, attend all MBKU-sponsored continuing education programs at no charge on a space available basis. Spouses of full-time faculty may attend all MBKU-sponsored CE courses at no charge on a space available basis. A 50% fee waiver will apply for laboratory courses or clinical (grand rounds) courses which have smaller teacher/student ratios. Spouses of all part-time faculty members may attend all MBKU-sponsored CE lecture courses at a 50% reduced fee rate.

Endorsement of Products or Programs

Faculty members may not endorse products or programs in their official capacity as a representative of the University without prior approval of the President. This includes endorsements on University letterhead or in any other written form which might be interpreted as an endorsement by the University, or verbally when speaking from the lecture platform or the news media that implies expressing an opinion or endorsement by the University itself.

This does not prohibit an endorsement or recommendation to be made by a faculty member as an individual. This could be done on personal stationery or verbally by making it clear it is the individual's opinion, not that of the University's, even though the title of the position held at the University by the individual is included.

Educational Travel

The faculty travel policy is designed to create equal opportunity and fair and equitable distribution of allocated University travel funds for the benefit of all full- and part-time faculty members. The mechanism for travel support and funding requires that faculty submit accurate and timely information (minimum of two weeks advance notice) with their priority requests for travel to the Dean or Director. The University encourages and frequently supports the participation of faculty and administrators in educational programs relevant to their professional development and the needs of the institution. The purpose of the Educational Travel Policy is to provide broad guidelines for approved educational and business travel reimbursement to faculty members. Faculty members are expected to spend University funds prudently when traveling on University business or entertaining for University purposes.

The University will reimburse faculty travel and related expenses only when they are reasonable, appropriately documented, properly authorized and within the guidelines of the policy. Allocated travel and related funds are a part of the annual University budget recommended by the administration and adopted by the Board of Trustees. Availability of travel funds may vary from year to year.

For more detailed information, please refer to the Employee Travel Policy-Procedure located on the Portal under Accounting. Reimbursement of expenditures will be approved only after submission of an expense report together with a summary report of the educational travel. The summary requirement will be waived for regular professional meetings such as determined by the School or College.

Graduate Education Reimbursement

Marshall B. Ketchum University is committed to supporting all full-time faculty members who wish to enhance their professional education. The University values growth and encourages all full-time faculty members to pursue post baccalaureate degrees. This growth is a critical component in seeking increased responsibilities and enhanced professional competencies. In keeping with this philosophy, the University has established a tuition reimbursement program for certain educational expenses incurred at approved accredited programs.

All full-time faculty members who have completed one year of employment and maintain a full time schedule of 0.75 FTE or higher are eligible for this benefit. The plan year is July 1 to June 30.

Eligible faculty members will be reimbursed a maximum of 60% per course with a maximum amount of \$15,000 for any graduate degree taken at a regionally recognized and accredited institution that operates as a non-profit entity. The payment will be adjusted to the FTE level of the faculty member, for example, a faculty member at 0.80 FTE will receive a maximum reimbursement of $\$15,000 \times 0.80 = \$12,000$. The Graduate Education Reimbursement support will be subject to the availability of funding through the annual budgeting process. Faculty who receive any funding under this policy will be required to return all funds to the University if they do not complete the degree within six years. Faculty who resign from the University within three years of obtaining graduate education support will be required to refund the University on a prorated basis.

Leave within 1 Year: Full refund to MBKU

Leave within 2 years: 66% refund to MBKU

Leave within 3 Years: 33% refund to MBKU

Leave after 4 Years: No refund

Example: \$10,000 support provided; faculty member who leaves the University within two years after receiving the funding will be obligated to reimburse the University \$6,667.

COMPENSATION FOR GRADUATE DEGREES

A faculty member who attains a new and higher degree from a fully accredited institution of higher education in his/her discipline or related field of study shall receive a salary increment added to his/her base salary in accordance with the

schedule below, provided that the new degree is the first of its level held by the member in his/her discipline or related field of study.

- First Masters in field of discipline: \$2,000
- First Doctorate in field of discipline: \$3,000 (generally Ph.D., Ed.D., or equivalent)

Paid Time Off (PTO)

Paid Time Off is a benefit that allows full-time faculty members (≥ 0.75 FTE) to receive compensated time off to attend to such absences as personal leave, additional religious holidays, doctor appointments (if sick leave is not available), etc.

The accrual for this benefit begins with the first day of employment and continues thereafter unless broken by a leave of absence or termination. Full-time faculty members working a 40-hour schedule will accumulate 1.54 hours per pay period. This benefit will be prorated for eligible full-time faculty members (FTE 0.75 - 0.99 FTE). The maximum PTO accumulation a faculty member may have on hand at any time shall be the equivalent of a two year accumulation or 10 days for a full-time faculty member. Upon reaching this maximum, accrual will cease until the balance in this account falls below the maximum.

A faculty member may not use PTO before it is accrued. PTO requests should be submitted to one's supervisor with as much advance notice as possible. Salaried exempt faculty members absent for a half of day or more will submit the request for a half of day unless it is a full day request. Upon termination, the balance in this account will be paid out to the faculty member on their final paycheck. Faculty members on unpaid leave do not accrue paid time off.

Sick Leave

Sick leave is a form of insurance that faculty members accumulate in order to provide a cushion for incapacitation due to illness. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. Time off for medical and dental appointments will be treated as sick leave.

Faculty members at 1.0 FTE will accrue 0.93 hour per pay period (3 days annualized) into their sick leave account beginning with the first day of employment and continuing thereafter unless broken by a leave of absence or termination.

This benefit will be prorated for faculty members working less than 1.0 FTE and at least 30 days a year, per California law.

Faculty members may not use sick leave before it has been accrued. The maximum sick leave accumulation is 45 days. Upon reaching this maximum, accrual will cease until the balance falls below the maximum. No benefits within this account are paid upon termination of employment for any reason.

If a faculty member is unable to report for work as scheduled, the faculty member must provide notice as follows. If the need for paid sick leave is foreseeable, the faculty member shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the faculty member shall provide notice of the need for the leave as soon as practicable. Faculty members must also inform their supervisors of the expected duration of any absence. If the duration is unknown, the faculty member must call in each day until he or she returns, unless extenuating circumstances exist. A voicemail message, email or text message is not considered acceptable notification. If personal contact within the department is not successful, a call to HR is expected. If a faculty member is absent longer than 3 days due to illness, the supervisor should notify HR, who will then contact the faculty member regarding a possible medical leave.

If the absence is for a full day, the faculty member would be required to cover the full day with wage replacement. If he/she does not have enough sick leave to cover the absence, PTO will be applied followed by accrued vacation. If the salaried faculty member misses at least half of a work day but not a full work day, he/she would use sick time for a "half" of day. Hourly faculty members would also apply accrued sick time in half day or full day increments. If the faculty member does not have accrued time to cover the absence, the supervisor should contact HR for assistance.

If a faculty member is absent longer than 3 days due to illness, medical evidence of his/her illness and/or medical certification of his/her fitness to return to work satisfactory to the University may be required before the University honors any sick pay requests. The University may withhold sick pay if it suspects that sick leave has been misused.

If an illness or disability lasts more than seven (7) calendar days, the faculty member is considered on a leave of absence (LOA).

Sick leave cannot be used to extend or supplement a vacation.

Vacation

The University has established a vacation plan for the benefit of its full-time faculty members (≥ 0.75 FTE).

WHEN BENEFIT BEGINS

Vacation pay starts to accrue from date of hire and can be used, with supervisor's approval, after it is earned.

ACCRUAL

Accrual rates for full-time faculty members are based on a 1.00 FTE contract. The accrual rate for 1.00 FTE faculty members is 6.16 hours per pay period. Faculty members with schedules between 0.75 – 0.99 FTE will accrue benefits that are prorated.

CAP ON BENEFITS

Full-time faculty members are encouraged to use all earned Vacation pay each year. Vacation benefits can accrue up to a maximum of two times the faculty member's current accrual rate. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation benefits will begin to accrue again. There is no retroactive grant of vacation benefits for the period of time the accrued vacation benefit was at the cap. It is the faculty member's responsibility to monitor their accrual balances.

USING VACATION HOURS

Vacation requests should be submitted to one's supervisor with as much advance notice as possible. Requests will be approved as work schedules permit. Salaried exempt faculty members absent for a half of day or more will submit the request for a half of day unless it is a full day request. Faculty members may not receive pay in lieu of taking vacation, except on termination of employment.

VACATION ADVANCES

There is no provision for vacation advances.

CHANGES DUE TO ILLNESS

Changing vacation leave to sick leave is only possible if the Vice President for Human Resources is (1) notified at the onset of the illness, or (2) if a statement from a physician is provided upon return. For example, if a person becomes ill

while on vacation, the time off is counted as vacation time unless one or the other condition is met.

DISABILITY RELATED LUMP SUM DISTRIBUTION

Faculty members who are eligible for and have filed a Long-Term Disability claim may request a lump sum distribution of the balance in their vacation account as long as the request is made prior to the 90th day of the disability.

PAYMENT UPON SEPARATION

Accrued vacation pay that has not been used will be paid at the time of resignation or termination, subject to the recovery of any outstanding salary advances, if applicable.

EFFECT ON HOLIDAYS WITHIN VACATION

Holidays that fall within a scheduled period of vacation will be counted as a holiday and not charged against vacation.

EFFECTS ON LEAVE OF ABSENCE AND BREAK IN SERVICE

Vacation accrual ceases during any leave of absence. Upon returning from an approved leave of absence, accrual will resume. If a faculty member is rehired after a break in service of 30 days or longer which was not considered an approved leave of absence, he/she will not receive credit for prior service with the University. There is an exception for faculty members on approved Family and Medical leaves.

REQUIRED USE OF VACATION BEFORE UNPAID LEAVE

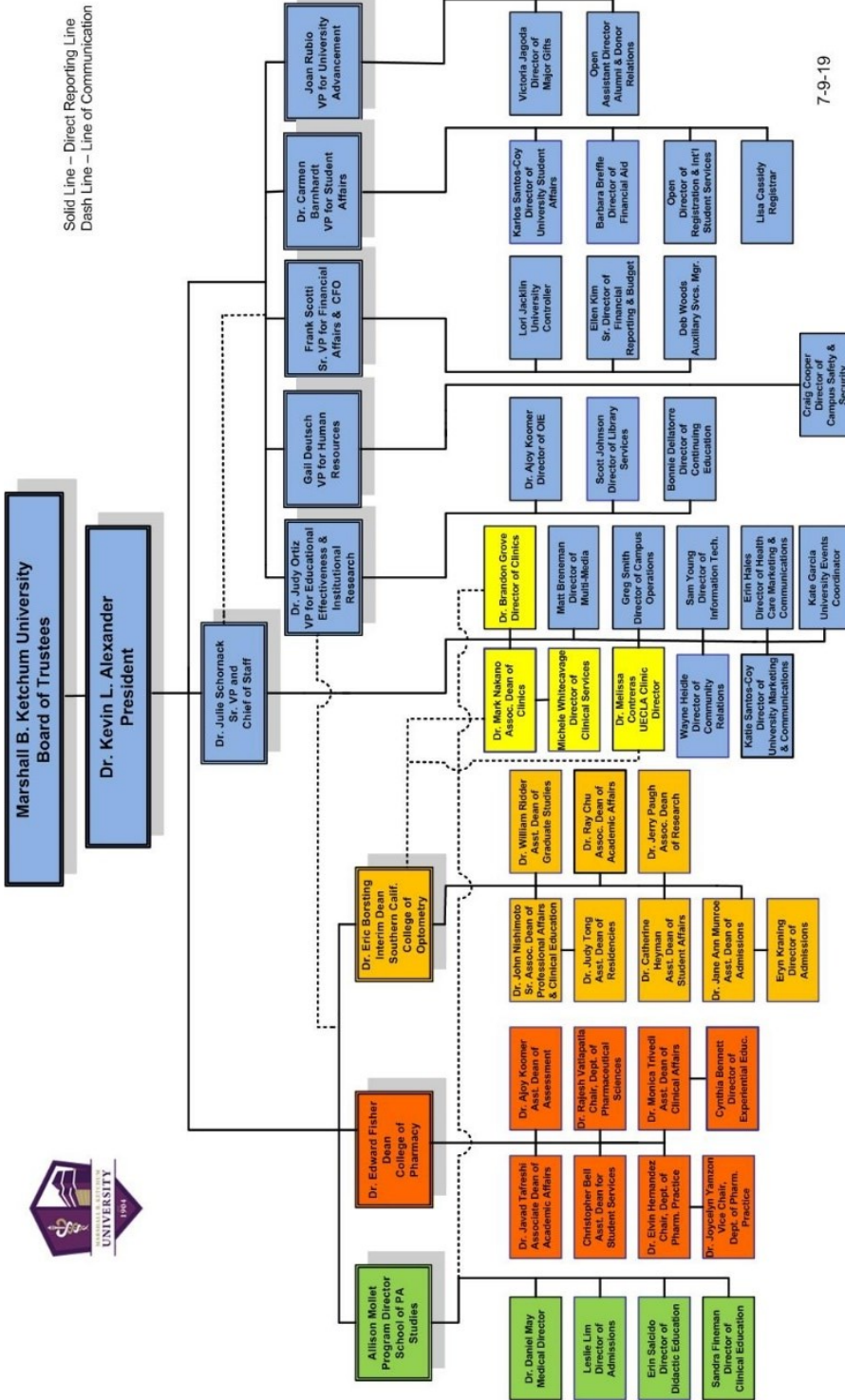
Faculty members are required to take accrued and unused vacation before taking unpaid leave, or having unpaid absences. Family and Medical Leave (under both state and federal law) is included in this requirement, unless the absence is pregnancy-related, and or the faculty member is receiving a wage replacement through a disability leave plan, and or receiving wage replacement through an employer-provided benefit.

See University Employee Handbook for all other personnel policies and benefits.

Appendix A

University Organization Chart

The official organization chart (next page) is maintained by the Secretary to the University President.



5.5. Acknowledgement - Receipt of Faculty Handbook

Please sign and date one copy of this notice and return it to Human Resources.

This is to acknowledge that I have been provided access to an electronic version of the Marshall B. Ketchum University (MBKU) Faculty Handbook. I understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of my employment with MBKU. I understand and agree that it is my responsibility to read, understand and adhere to the provisions (rules, policies and standards) contained in the handbook. I also understand that updates will be made available via the portal and the version on the portal is considered the most current.

I understand that the term of employment, salary and workload, are specifically stated in my faculty contract and that all teaching, clinic and other work assignments are made at the discretion of the Director of the School or Dean of the College.

I understand that the University will not tolerate unlawful harassment by any employee. I recognize that the only way an employer can achieve its goal of providing a discrimination-free and harassment-free work environment is with the assistance of its employees. The University and its employees must therefore be partners in the commitment to provide a work environment that is free of unlawful discrimination and harassment.

I agree to comply with all aspects of the policy against unlawful harassment which can be found in the MBKU University Employee Handbook and agree that I will not violate the law or the University's policy. I also agree to fulfill all of my responsibilities under the policy including the responsibility to report any unlawful harassment immediately to the Human Resources Department and or a Supervisor in accordance with the procedures of the policy. In this way, I will do all that I can to assist the University to provide and maintain a workplace that is free of unlawful discrimination and harassment.

In the event I am dissatisfied or disagree with any action taken by the University, I agree to submit the matter through the faculty process.

I am aware that during the course of my employment, confidential information may be made available to me, including but not limited to: confidential employee, student and patient protected health information (PHI) or personally identifiable information (PII), confidential financial insurance and statistical information, ac-

counting and office procedures, proprietary computer programs, training and research and other copyrighted materials, proprietary University databases, and other related information to the operation of the University. I understand and agree that this information is critical to the success of MBKU and must not be given out or used outside of the University premises or with non-employees. In the event of termination of employment, whether voluntary or involuntary, I hereby further agree not to disclose, utilize, sell, and offer to sell, lend, borrow, or exploit this information for any purpose.

If I have questions regarding the content or interpretation of the Handbook, I will bring them to the attention of my Supervisor, Vice President, Dean/Director, or Human Resources, as appropriate.

Print Name	Signature	Date
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