

SECTION VI

FACULTY PERSONNEL POLICIES

ACADEMIC FREEDOM AND TENURE

Academic Freedom

Institutions of higher education are conducted for the common good. The common good depends upon a free search for truth and its free expression. Hence, it is essential that the faculty member be free to pursue scholarly inquiry without undue restriction and to voice and publish his conclusions concerning the significance of evidence that he considers relevant. He must be free from the corrosive fear that others, inside or outside the college community, may threaten his professional career or the material benefits accruing from it because their vision may differ from his own.

Each faculty member is entitled to full freedom in the classroom in discussing the subject which he teaches.

Each faculty member is also a citizen of his nation, state, and community and, when he speaks, writes, or acts as such, must be free from institutional censorship or discipline.

Academic Responsibility

The concept of academic freedom must be accompanied by an equally demanding concept of responsibility, shared by governing boards, administrators, and faculty members.

The essential responsibilities of governing boards and administrators are set forth in guidelines established by the Southern Association of Colleges and Schools (SACS).

The fundamental responsibilities of a faculty member as a teacher and scholar include a maintenance of competence in his field of specialization and the demonstration of such competence in lectures, discussions, publications, and exhibitions.

Exercise of professional integrity by a faculty member includes recognition that the public will judge his profession and institution by his statements. Therefore, he should strive to be accurate, to exercise appropriate restraint, to show respect for the opinions of others, and to avoid creating the impression that he speaks or acts for his college when he speaks or acts as a private person.

It is understood that a faculty member is always judicious in the use of controversial material in the classroom and introduces such material only when it has a clear relationship to his subject field.

Employment of Instructors

Instructors shall be appointed at the first regular meeting of the Board of Trustees in April. New teaching positions and vacancies may be filled at other meetings of the Board.

In the filling of vacancies and new positions on the faculty the following guidelines will be applied:

Teachers of Academic Courses

Full-time and part-time faculty members teaching credit courses in the following areas: humanities/fine arts; social/behavioral science; and natural sciences/mathematics must have completed at least 18 graduate hours in the teaching discipline and hold at least a master's degree, or hold the minimum of a master's degree with a major in the teaching discipline. Independent School District faculty who teach dual credit classes in the high school **must** also meet these criteria.

In the creative arts (e.g., music, art, theater) evidence of professional competence will be considered in lieu of formal academic preparation. This competence may be based upon appropriate specialized training and/or professional accomplishments and must be fully documented.

Teachers of Technical Courses

In specialized technical fields evidence of professional competence is acceptable in lieu of formal academic preparation. This competence may be based upon appropriate specialized training or successful experience as a practitioner in the occupational field. The minimum academic degree for faculty teaching in technical areas must be the same level at which the faculty member is teaching. It is a goal of the institution to employ technical instructors whose directly related experience is equivalent to the Master's level.

Resignation of Instructors

Instructors may submit their resignation to the Board of Trustees by giving the Vice President of Educational Services written notice of such intention by April 15. Instructors may be released from their contracts only when such resignation has been formally accepted by the President acting for the Board of Trustees.

Faculty members have the responsibility to provide due notice of intentions to interrupt or terminate services to the institution.

TENURE

Tenure assures experienced faculty members that they may expect to continue in their academic positions unless cause for dismissal is demonstrated in a fair hearing, one which follows established procedures of due process.

The institution shall provide faculty members a written statement of the terms of employment, including special conditions, responsibilities, and any special prerequisites. The document shall cover such items as salary, tenure provision, full-time or part-time employment, and the inclusive dates of the term of service. The College shall likewise notify instructors, in writing, when they attain tenure.

A. Probation

1. Beginning with appointment to the rank of full-time/tenure-track instructor, the probationary period for a faculty member shall be five years of full-time service (fall and spring semesters) at Temple College.
2. A notice of nonrenewal of contract of a non-tenured faculty member shall be given, in writing, by the President not later than February 1, if the contract expires at the end of that year; or if a one-year appointment

terminates during an academic year, at least three months in advance of its termination.

3. Full-time faculty members who have satisfied the probationary period of five years of full-time service at Temple College will be considered for tenure by the Board of Trustees.

In some instances, it may be necessary to extend the probationary period for one academic year. Instructors will be notified in writing by the end of the fall semester prior to their fifth year of service that their probationary period will be extended.

Faculty members shall be notified in writing by the President regarding tenure status at the end of both the fourth and fifth years of probation.

B. Procedure for Granting Tenure

1. Consideration of tenure will involve all the instructor's supervisory personnel.
2. The Vice President of Educational Services will make a recommendation to the President.
3. The President will make a recommendation regarding tenure to the Board of Trustees.
4. Tenure can only be granted by official action of the Board of Trustees.

C. Retaining Tenure

1. In the event that a tenured faculty member becomes classified through instructional reorganization as part of the administrative staff, he/she shall have the right to retain his/her faculty status so long as his/her job duties as a member of the administrative staff are consistent with those he/she performed as a tenured faculty member.
2. In the event that a tenured faculty member assumes an administrative position with new and different job duties from those previously done on the teaching faculty and later returns to the teaching faculty, he/she shall assume his/her previous status only if he/she has maintained a minimum teaching load of six contact hours per year in addition to his/her administrative duties.
3. In the event that a tenured faculty member is granted a non-compensated leave of absence by the Board of Trustees, he/she shall retain tenured status when he/she returns to the teaching faculty. However, the period of non-compensated leave will not be counted toward salary increments based on years with the College.

PRE AND POST TENURE REVIEW

The purpose of pre and post-tenure review is to determine levels of performance efficiently, equitably, and in conformity with pre and post tenure rights. The Pre and Post Tenure Review Policy ensures that all faculty members will receive an annual review.

The procedures include an annual written evaluation, a summary of student's evaluations of teaching, and will include the faculty member's contribution to reaching established criteria for the department.

Department Chairs will conduct, sign, and submit reviews for each faculty member every year. The faculty member will also sign the review. The reviews will be sent to the Division Director for consideration and, if needed, recommendation.

Each Division Director will then submit the reviews to the VPES for final evaluation.

All completed reviews will be stored in the Human Resource Office .

STATEMENT OF ETHICS FOR FACULTY*

Professional Educators affirm the inherent worth and dignity of all persons and the right of all persons to learn. Learning best occurs in an environment devoted to the pursuit of truth, excellence, and liberty. These flourish where both freedom and responsibility are esteemed.

In order to express more adequately the affirmation of our professional responsibilities, we, the members of the Texas Community College Teachers Association, do adopt, and hold ourselves and each other subject to, the following Code of Professional Ethics:

The Professional Educator;

Shall treat all persons with respect, dignity, and justice, discriminating against no one on any arbitrary basis such as ethnicity, creed, gender, disability, or age.

Shall strive to help each student realize his or her full potential as a learner and as a human being.

Shall by example and action encourage and defend the unfettered pursuit of truth by both colleagues** and students, supporting the free exchange of ideas, observing the highest standards of academic honesty and integrity, and seeking always an attitude of scholarly objectivity and tolerance of other viewpoints.

Shall work to enhance cooperation and collegiality among students, faculty, administrators, and other personnel.

Shall recognize and preserve the confidential nature of professional relationships, neither disclosing nor encouraging the disclosure of information or rumor which might damage or embarrass or violate the privacy of any other person.

Shall maintain competence through continued professional development, shall demonstrate that competence through consistently adequate preparation and performance, and shall seek to enhance that competence by accepting and appropriating constructive criticism and evaluation.

Shall make the most judicious and effective use of the college's time and resources.

Shall fulfill the employment agreement both in spirit and in fact, shall give reasonable notice upon resignation, and shall neither accept tasks for which he or she is not qualified nor assign tasks to unqualified persons.

Shall support the goals and ideals of the college and shall act in public and private affairs in such a manner as to bring credit to the college.

Shall not engage in sexual harassment of students or colleagues and shall adhere to the college's policy on sexual conduct listed within this handbook. Each Faculty Member will participate in a training program designed to prevent sexual harassment.

Shall observe the stated policies and procedures of the college, reserving the right to seek revision in a judicious and appropriate manner.

Shall participate in the governance of the college by accepting a fair share of committee and institutional responsibilities.

Shall support the right of all colleagues to academic freedom and due process and defend and assist a professional colleague accused of wrongdoing, incompetence, or other serious offense so long as the colleague's innocence may reasonably be maintained.

Shall not support a colleague whose persistently unethical conduct or professional incompetence has been demonstrated through due process.

Shall accept all rights and responsibilities of citizenship, always avoiding use of the privileges of his or her public position for private or partisan advantage.

*Adopted in its entirety from the Texas Community College Teachers Association, Code of Professional Ethics, (Revised February 20, 1997).

**In this Code the term "colleague" refers to all persons employed by the College in the educational enterprise.

FULL-TIME DESIGNATION

Full-time is designated as 100% (1.0 FTE) of a standard 15-semester hour load, 30 semester hours per year. It also includes a minimum of 75 students per semester, 150 students per year. Student load may be adjusted based upon classes offered and Vice President of Educational Services approval. Full time for summer is designated as 9 semester hours (See Section VIII, Page 20 and 21 for additional guidelines and Section V for benefits guidelines).

TRANSCRIPTS

Official copies of instructor's transcripts are to be on file in the Human Resource Office. Transcripts are to be sent directly from the conferring institution to the HR Office. Transcripts that are issued to the student will not be accepted.

NONRENEWAL OF CONTRACT, DISMISSAL, OR SUSPENSION FOR NON-TENURED, PROBATIONARY FACULTY

Nonrenewal of Contract

As it pertains to the faculty, nonrenewal of contract is applicable only to non-tenured, probationary faculty members.

- A. If the College intends not to renew the contract of a non-tenured, probationary member of the faculty, the faculty member shall be notified of the nonrenewal in writing.

If the faculty member's contract expires at the end of an academic year, he/she will receive written notification of nonrenewal from the President no later than February 1 of that year. If the faculty member is on a one-year contract which expires during an academic year, he/she will receive notification of nonrenewal from the President at least three (3) months in advance of the contract's expiration. If the faculty member is a part-time faculty member, then there is no presumption that the contract will be renewed and no advance notice of nonrenewal is required.

- B. A non-tenured, probationary faculty member who has been notified of nonrenewal will be continued in his/her duties for the contracted period unless, at the discretion of the College, he/she is granted a leave of absence with pay.
- C. Non-renewal of contract in a timely manner, as defined in A, above, does not constitute dismissal.

Suspension or Dismissal

Non-tenured, probationary members of the faculty shall not be suspended or dismissed during the term of their contract except for reasons which would be sufficient for the dismissal of tenured faculty. Non-tenured, probationary members of the faculty are provided the same process for appealing dismissal or suspension as members of the tenured faculty. Part-time faculty members can be discharged at any time with or without cause.

DISCIPLINARY, SUSPENSION, AND DISCHARGE POLICY FOR FACULTY

Temple College supports a problem solving approach to performance problems but the College recognizes that misconduct and continued performance problems or a combination may require a remedy in the form of a disciplinary proceeding, suspension or discharge. It is the faculty member's responsibility to follow established College policies, procedures, regulations, job duties, supervisory instructions, and departmental standards.

Temple College desires to use progressive discipline in the disciplinary and discharge process. Progressive discipline is designed to allow an employee a reasonable opportunity to meet the requirements of the job, comply with College policies, procedures, practices, and regulations, and allow the faculty member an opportunity to improve performance.

Progressive discipline will include the use of faculty conference, written warning, suspension, and discharge but it must be noted that any one of these procedures may be used independently based upon the nature of the type of misconduct or performance problem.

There may be situations, however, that some violations of policies and procedures, continued negative behavior or performance or any combination may be of such serious nature that immediate suspension or discharge may be appropriate. The College reserves the right to administer an immediate suspension or discharge should the situation warrant. Examples include situations when a person's health and safety are at risk or a crime has been committed.

Proper Cause

Proper cause for discipline or discharge is any behavior relating to the faculty's work that is inconsistent with the faculty's obligation to the College, i.e., assigned job duties, assigned duty time, violation of College policies, adverse behavior, etc. A list of examples that constitute proper cause is shown below for guidance only. This list is not considered an all-inclusive list.

- Assault or battery on another person.
- Conviction of a felony.
- Creation of a hostile, harassing or intimidating work environment.
- Falsification or omission of information on employment applications or resumes, time cards/records, or any other College record.
- Impairment (mental, physical or functional) due to substance abuse, subject to ADA guidelines, caused by:
 - Alcohol
 - Legal, illegal, illicit, and/or designer drugs.
 - Any other substance that may be inhaled, injected or taken by mouth.
- Possession or use of illegal drugs or alcohol on campus.
- Insubordination-disobeying or disregarding duties or directives assigned by supervisor.
- Unauthorized release of student records, FERPA violation.
- Viewing, browsing or downloading sexually explicit material on the internet or any other College electronic medium. Viewing or writing to blogs or similar content websites, (MySpace, You Tube, etc.) during regular work hours.
- Misappropriation or personal use of College funds, property, possessions or resources.
- Negligence of duties.
- Performance that continues to be inadequate after disciplinary action has occurred.
- Lowered class rolls due to job performance/behavior.
- Recurring student complaints and/or recurring adverse student evaluations.
- Sexual harassment conviction
- Theft or fraud.
- Chronic absenteeism.
- Possession of a firearm or other weapon on campus grounds.
- Inappropriate relationship with a student in which a quid pro quo situation has developed.
- Possession of child pornography, including images on assigned college computer or any other assigned college electronic medium. Violation of this line item subjects Faculty member to immediate dismissal and possible criminal charges.

Level I-Documented Faculty Conference

The goal of a documented faculty conference is to advise the faculty member that there is a potential performance/behavior problem relative to proper cause and to advise the member what he or she can do to correct it. It is expected that this type of conference will result in correcting the adverse performance/behavior. The faculty member will be notified by the appropriate supervisor and a witness from Human Resources of:

- The policies or rules violated.
- The adverse performance/behavior.

Additionally, the faculty member will be given notice of the following:

- Collaborative plan of action and time frames
- Copies of the action
- Signature of both parties involved
- That further disciplinary action including suspension or discharge will occur if performance/behavior does not meet plan of action or time frame.

The faculty member will be given the opportunity to explain any mitigating circumstances. If the faculty member's performance/behavior fails to improve within the agreed time frame, the process may continue to Level II-Written Warning. This step may be skipped entirely, dependent upon the severity of the infraction or behavior.

Level II-Written Warning

If the supervisor determines that an employee has failed to improve the performance/behavior documented in the Level I faculty conference, the supervisor must consult with the appropriate Division Director, The Vice President of Educational Services, and the AVP, Resource Management to determine what course of action should be taken. The Division Director, the Vice President of Education, and the AVP, Resource Management must approve written warnings in advance.

A Level II warning is conducted if a Level I warning fails to produce the desired results agreed upon. This step may be skipped entirely, dependent upon the severity of the infraction or behavior. The appropriate supervisor must make it clear that this is a written warning and if the employee does not improve performance/behavior, more serious disciplinary action up to and including suspension or discharge will take place. Subsequent evaluations should reflect the improved performance. The Level II warning will be kept in the faculty member's personnel file and will include

- The policies or rules violated.
- The adverse performance/behavior.
- Collaborative plan of action and time frames
- Copies of the action
- Signature of both parties involved
- That further disciplinary action including suspension or discharge will occur if performance/behavior does not meet plan of action or time frame.

The faculty member will be given the opportunity to explain any mitigating circumstances. If the faculty member's performance/behavior fails to improve within the agreed time frame, the process may continue to Level III-Suspension. This step may be skipped entirely, dependent upon the severity of the infraction or behavior.

A Level II warning will be served in person, if possible, by the supervisor with a representative from Human Resources acting as witness. At the time of service, the employee will be asked to sign an acknowledgment of receipt. If the employee declines, the supervisor issuing the notice will note the declination, will then sign and date the notice, the witness will sign and date the notice, and the notice will be given to the faculty member with any copy noted in like fashion. If the notice cannot be properly served in person, the notice may be sent by certified mail with a return receipt requested. Service of the notice will be considered complete when the notice is hand delivered or if that is not possible, deposited at the U.S. postal service by certified mail with a return receipt.

Level III-Suspension

A suspension is a temporary involuntary removal from active employment, with or without pay, for performance/behavior not satisfactorily corrected through the use of a faculty conference and/or written warning or pending the outcome of an investigation in which the faculty member has allegedly committed a serious violation of policy. Suspensions may range from a period of one (q) day or up to thirty (30) days. Suspension of any member shall require prior approval of the College President unless there is a workplace issue requiring immediate attention. The department chair or supervisor administering the suspension must make it clear to the employee being suspended that this is a "suspension." The employee must be notified that the suspension is a disciplinary action and that discharge could occur.

The Suspension Notice will be kept in the faculty member's personnel file and will include

- The policies or rules violated.
- The adverse performance/behavior.
- Collaborative plan of action and time frames.
- A summary of previous action taken.
- Copies of the action.
- Signature of both parties involved.
- That discharge will occur if performance/behavior does not meet plan of action or time frame.

The faculty member will be given the opportunity to explain any mitigating circumstances. If the faculty member's performance/behavior fails to improve within the agreed time frame, the process may continue to Level IV-Discharge. This step may be skipped entirely, dependent upon the severity of the infraction or behavior.

All suspension notices are to be in writing and must first be approved by the Vice President of Educational Services, AVP, Resource Management, and finally authorization/approval to issue the notice given by the President of the College. Suspension notices will not be issued without prior approval by the President.

A suspension notice will be served in person, if possible by the supervisor with a representative from Human Resources acting as witness. At the time of service, the faculty member will be asked to sign and acknowledgement of receipt. If the member declines the supervisor issuing the notice will note the declination, will then sign and date the notice, the witness will sign and date the notice, and the notice will be given to the faculty member with any copy noted in like fashion. If the notice cannot be properly served in person, the notice may be sent by certified mail with a return receipt requested. Service of the notice will be considered complete when the notice is hand delivered or if that is not possible, deposited at the U.S. postal service by certified mail with a return receipt.

If an employee is suspended for workplace issues that required the immediate removal of the employee, an investigation will be conducted. Pending the outcome of the investigation, copies of the Suspension Notice will be kept in the employee's official personnel file. If it is determined during the investigation that the faculty member did not act improperly or did not violate any policies or procedures:

- The notice will be removed
- No further action will be taken
- The employee will be fully reinstated.

Level IV-Discharge

A discharge is a permanent involuntary separation of employment from the College for disciplinary reasons, serious violation of policy, non-fulfillment of contractual obligations or any combination. Contract employees can be discharged for cause before the completion of the term stated in their contract. Discharge of any faculty member requires prior approval of the College President. Discharge notices will remain in the member's official personnel file.

A discharge notice will be served in person, if possible by the supervisor with a representative from Human Resources acting as witness. At the time of service, the faculty member will be asked to sign and acknowledgement of receipt. If the member declines the supervisor issuing the notice will note the declination, will then sign and date the notice, the witness will sign and date the notice, and the notice will be given to the faculty member with any copy noted in like fashion. If the notice cannot be properly served in person, the notice may be sent by certified mail with a return receipt requested. Service of the notice will be considered complete when the notice is hand delivered or if that is not possible, deposited at the U.S. postal service by certified mail with a return receipt.

Response to Notice of Contemplated Action and Disciplinary Appeals

The College reserves the right to make any written warning, suspension, or discharge effective immediately. Workplace issues may require immediate removal of a faculty member but that member will be allowed due process under these procedures and a determination as to the type of notice that will be issued. Notwithstanding this right, the College allows the faculty member the opportunity to respond as set forth below and in the section entitled The Hearing Committee for Suspension/Discharge Appeals. Depending on the circumstance(s), this response may take place either before or after the warning, suspension or discharge notice is effective.

The faculty member may respond in writing to a Level I or II warning. The member must respond within five (5) working days to the department chair or supervisor that served the notice. Any extension of time must be submitted in writing to the department chair or supervisor and agreed upon by both parties. The five (5) days the member has to respond starts on the day after the notice has been served. If the fifth day ends on a recognized College holiday, the member must respond on the day following the holiday. If the fifth day falls on a holiday and the holiday falls on a Friday, the member must respond the following Monday.

If the faculty member does not respond within the stated time frame the action will stand and be placed in the member's official personnel file.

If the faculty member does respond to the notice, the department chair or supervisor will have 10 working days after receipt of the appeal to evaluate the response, issue a written determination, send the determination to the Human Resource Office, and notify the member of the determination. If the member feels the action has not been evaluated correctly by the department chair or supervisor, the member may appeal the action to the next level of supervision but must do so in the five-day time frame listed in the preceding paragraphs. After the second level appeal, the member may appeal to the President of the College in accordance with the same five-day time frame. The President of the College is the final administrative authority in the appeal process for written notices.

A non-tenured, probationary faculty member will be entitled to compensation for the unexpired portion of his/her contract from the date of dismissal if the cause for discharge is cited as:

1. Reduction in force, or
2. Inability to perform duties due to medically certified physical or mental disability.

A tenured faculty member will be entitled to one full year of salary from the date of discharge if the cause for discharge is cited as:

1. Reduction in force, or
2. Inability to perform duties due to medically certified physical or mental disability.

THE HEARING COMMITTEE FOR SUSPENSION/DISCHARGE APPEALS

A faculty member's appeal of an administrative decision on suspension and/or dismissal will be heard by the Hearing Committee.

- A. The Hearing Committee shall be an ad hoc committee of five (5) tenured faculty members. They shall be chosen by lot from a panel of eight (8) tenured faculty members elected by secret ballot at the first regularly scheduled Faculty Council meeting for each academic year. The ballots shall be collected by the Faculty Council President and remain sealed and uncounted until such time as a faculty member requests that the Hearing Committee be activated to review an appeal of dismissal and/or suspension.
- B. If a faculty member elects to appeal an administrative decision on dismissal or suspension, he/she must request a hearing before the Hearing Committee within thirty (30) calendar days after receiving notice of the dismissal or suspension. The request shall consist of a written memo addressed to the Faculty Council President. The memo should be hand-delivered so that the Faculty Council President may explain the formation and procedure of the Hearing Committee. The Faculty Council President shall also explore possible dates for the first meeting of the committee.
- C. If possible, within seven (7) calendar days after receiving a request, the Faculty Council President will count the sealed ballots in the presence of a member of the Executive Committee of the Faculty Council, notify the top eight (8) faculty that they have been elected to the Hearing Panel, and determine a date to select the five (5) members of the ad hoc Hearing Committee. Under no circumstance shall the name of a faculty member requesting a hearing, or the names of the panel members be revealed before the selection of the Hearing Committee.
- D. Neither the faculty member requesting a hearing nor anyone in the chain of command responsibility for him/her may serve on the selected Hearing Committee. At the meeting of the Hearing Panel, the Faculty Council President shall delete any such individuals from the Hearing Committee panel and then the Faculty Council President shall select by lot, in the presence of the faculty member requesting the hearing and administrative representatives, the five (5) members of the ad hoc Hearing Committee. The members of the newly selected committee will then elect a presiding officer.

- E. A hearing should take place on a date no more than fourteen (14) calendar days following the selection of the Hearing Committee. The Chair of the Hearing Committee shall determine the date of the Hearing. The Chair shall attempt to find a date satisfactory to the faculty member and the Administration.
- F. The proceedings of the Hearing Committee shall be confined to the concerned faculty member and administrative representatives; their advisors or counsel; the witnesses called by the concerned faculty member, the administration, or the Hearing Committee itself; and such observers as the Hearing Committee may specifically invite. All proceedings of the Hearing Committee shall be confidential until the committee has reached a decision.
- G. Both the administration and the concerned faculty member shall be entitled to be represented by counsel, to present evidence, to ask questions of witnesses, and to introduce written documents which bear upon the concerned faculty member's continued status. No formal rules of evidence shall apply. Any counsel retained by the concerned faculty member shall be paid by the faculty member.
- H. The order of presentation shall be determined by the Hearing Committee and explained by its presiding officer. A Hearing may be adjourned by decision of the Hearing Committee and reconvened at a time mutually agreeable to all parties. Official record of the Hearing will be maintained by audio tape recording.
- I. At the conclusion of presentations, both the administration and the concerned faculty member or counsel for each, shall have an opportunity to make brief concluding statements to the Hearing Committee.
- J. The Hearing Committee shall render its decision by simple majority vote, taken by secret ballot, with no record of the votes of individual committee members. The votes shall be immediately counted by the presiding officer in the presence of all committee members. This vote must be taken and conveyed to the College President and the concerned faculty member within forty-eight (48) hours of completing the hearing.
- K. The decision of the Hearing Committee may be appealed to the Board of Trustees by either party. In the event that neither party files an appeal within ten (10) calendar days after the decision is rendered, the decision of the Hearing Committee shall be considered as final.
- L. If either party decides to appeal to the Board of Trustees, the College President will deliver an audiotape of the Hearing to the Board of Trustees President and the concerned faculty member.
- M. The Board's hearing of the case shall be conducted in closed session unless the faculty member requesting the hearing asks for an open session. The Board's hearing shall be based on the audio record of the Hearing Committee. No evidence shall be presented to the Board except the audiotape and documents presented to the Hearing Committee, but arguments may be presented to the Board by both the administration and the concerned faculty member. The decision of the Board shall be communicated in writing to the College President.
- N. A faculty member seeking a hearing and a faculty member or other person seeking to appeal a hearing must comply with the time limits set forth herein. The time limits provided for the Hearing Committee and for other dealing with the hearing are the desired time periods for action to be taken but the failure to comply with these time limits shall not affect the validity of any action taken or violate the rights of any faculty member or other person.

REDUCTION IN FORCE

It is the intent of this policy to establish a fair and orderly procedure for implementing reduction in force should it become necessary. Temple College will continue to consider the educational quality of the College before making reduction in force decisions. Throughout the reduction in force process and before any final decisions are made, the Division Director, Department Chair, affected faculty, and Vice President of Educational Services will be consulted concerning the recommendations to the President.

The College must meet its stated purposes. If reduction in force becomes necessary, the College will provide the stated notice, procedural and financial safeguards. If enrollment and other factors change in such manner that a reduction in force appears likely, the administration should notify appropriate faculty of this possibility at the earliest possible date.

I. DEFINITIONS

Reduction in Force: The need for reduction in faculty positions arising from declining enrollment and/or the elimination or redirection of academic or technical programs.

Faculty: Those persons employed by appointment of the Board of Trustees and whose salary is determined from the Faculty Salary Schedule or Faculty Part-Time and Overload Schedule.

Full-time Faculty: those under contract to Temple College.

Part-time Faculty: those not under contract to Temple College.

Exigency: Exists when the administration determines that an insufficient number of students are enrolled in a department or program, when insufficient space or money is available for the proper operation of a department or program, or when a department or program has lost its supportive effect on other departments or programs in the College.

II. PROCEDURE FOR DETERMINING REDUCTION IN FORCE OF FACULTY

The College will first use faculty attrition, reassignment and/or retirement to reduce the size of the faculty when reduction in force becomes necessary due to financial exigency. Should the problem of number of faculty still persist after these options are applied, reduction in force of faculty will be determined by the following procedure:

Whenever the decision to reduce in force involves a tenured faculty member and a non-tenured faculty member, the tenured faculty member shall (subject to the qualification stated below) be given preference. Whenever the decision to reduce in force involves one or more tenured faculty members, the tenured member with seniority shall (subject to the qualification stated below) be given preference. Seniority within the department or program area should be given preference over seniority in the college. If faculty members having to face a reduction in force have equal seniority, preference will be given according to the following criteria: teaching and/or professional/technical experience, academic background, and performance evaluations.

Seniority will be considered of secondary importance if it can be clearly demonstrated by the Department Chair, Division Director, Vice President of Educational Services that the consideration of seniority would damage the department's ability to offer essential programs.

Whenever the decision to reduce in force involves non-tenured faculty members, preference will be given to the better teacher based on the following ordered criteria: teaching and/or professional/vocational experience, academic background and performance evaluations.

Seniority will not be a primary consideration in reduction in force decisions affecting non-tenured faculty.

Any faculty member who is dissatisfied with a reduction in force decision affecting him/her has the right to recourse under the Policy on Academic Freedom and Tenure, including the right to challenge the determination of the exigency as defined above.

III. RIGHTS OF FACULTY MEMBERS SUBJECT TO REDUCTION IN FORCE

- A. Any faculty member dismissed due to reduction in force should be given opportunities for appointment related area provided:
 - 1. The faculty member is qualified professionally to teach in such an area, and
 - 2. Such a position is open and available.
- B. Any faculty member dismissed due to reduction in force has the right to reappointment to his/her previous position if it is re-established within two calendar years. Notice of the opening shall be mailed to the address that was on file for the former faculty member at the time of dismissal, unless the District has been notified in writing of a change in address. A former faculty member so notified must respond to the President in writing within 10 calendar days of receipt of such notification if the person wishes to return to the position.
- C. A faculty member dismissed pursuant to this Reduction in Force Policy, if subsequently re-employed by the District, shall be credited with the amount of sick leave that had accrued at the time of dismissal, excepting that portion which had been compensated for under the District's Sick Leave Policy.

TEMPLE COLLEGE FACULTY GRIEVANCE PROCEDURE

INTRODUCTION

Temple College is committed to assisting faculty members in finding fair and equitable solutions to problems, which are related to the professional performance of their duties and responsibilities.

PURPOSE

The purpose of this Grievance Procedure is to provide a method for the expeditious and equitable settlement of faculty grievances. A faculty member who initiates a grievance in good faith shall be free from harassment, intimidation, coercion, or reprisal because of the filing of the grievance. This policy is not a contract and any failure to abide by its terms does not give any person any legal rights. It must be noted that a grievance or grievance appeal is distinctly different from an appeal to a disciplinary or dismissal action and should not be confused with that process. Employees may not pursue a grievance on the same issue which has been the subject of a disciplinary or termination notice or appeal.

DEFINITIONS

A grievance is an action which may be initiated by a faculty member to redress a condition or an act which involves the interpretation, application or alleged violation of administrative practices or policy.

A stated policy refers to all written policies of Temple College.

An administrative practice is one which may be written or unwritten but which has been customarily followed within the College or a department within the College.

A faculty member is a professional educator under contract to Temple College exclusively as a teacher or who has a teaching load of at least eighty percent of a standard fifteen semester-hour teaching load.

TIME LIMITS

A person filing a grievance, seeking a grievance hearing or seeking to appeal any decision must comply with all time limits. The time limits provided for the Grievance Committee and for others dealing with the grievance are the desired time periods for action to be taken but the failure to comply with these time limits shall not affect the validity of any action taken or violate the rights of any faculty member or other person.

INFORMAL GRIEVANCE PROCEDURE

If a faculty member has a grievance, the faculty member shall meet in conference with the immediate supervisor, present the grievance in writing and seek a solution to the grievance. The grievance at this stage may be redressed or denied by the immediate supervisor. If the grievance lies outside of the authority of the immediate supervisor, the immediate supervisor shall refer the faculty member to the appropriate administrative official for consideration. If the matter is not resolved by the immediate supervisor or by an appropriate administrative official to which the faculty member has been referred within ten (10) working days or if the resolution does not satisfy the faculty member, then the grievance may be pursued by the faculty member through the Formal Grievance Procedure.

FORMAL GRIEVANCE PROCEDURE

In fairness to all concerned, it is important that grievances be filed promptly. A formal grievance must be initiated within sixty (60) days following the action or the last occurrence of a series of actions prompting the filing of a grievance.

Activation of the Formal Grievance Procedure

A faculty member electing to follow the Formal Grievance Procedure shall notify the Faculty Council President that the faculty member is filing a grievance. The grievance shall be filed by submitting a written memorandum and delivered directly to the Faculty Council President within five (5) working days after the faculty member failed to receive redress for the grievance from the immediate supervisor or an appropriate administrative official to which the faculty member was referred. The grievance shall set forth the action or series of actions complained of and the names of all persons who have allegedly acted improperly. The Faculty Council President shall then notify the person(s) against whom the grievance is filed and provide the person(s) with a copy of the grievance. The Faculty

Council President shall also convene the Grievance Committee within five (5) working days after the date the Faculty Council President receives the grievant memorandum.

Composition and Selection of the Grievance Committee

The Grievance Committee shall consist of five tenured faculty members, including the chair, who shall be elected during Spring Faculty Council elections. The Faculty Council Election Committee shall seal the uncounted ballots and present them to the Faculty Council President who will hold them until a Formal Grievance Procedure is invoked. The ballots shall then be counted by the Faculty Council President and at least one other member of the Executive Committee of the Faculty Council. The five persons receiving the highest number of votes shall become members of the committee. If any of these five should not be available to serve, the person or persons with the next highest number of votes shall be selected. The Faculty Council President may grant time extensions within the Formal Grievance Procedure due to the unavailability of committee members.

Election of the Grievance Committee Chair

At its first meeting, the members of the Grievance Committee shall elect a Chair. The names of all members of the Grievance Committee and the proceedings of the committee shall be kept confidential.

STEPS IN THE PROCEDURE

Step One: Request for Written Statements

Within two (2) working days after the first meeting of the Grievance Committee, the Chair shall direct the immediate supervisor or the appropriate administrative official to state in writing a response to the grievance. The written statement of the immediate supervisor or the appropriate administrative official shall also include the rationale for the condition or decision that resulted in the grievance. Both the grievant and the immediate supervisor or appropriate administrative official shall also provide all documents or other evidence available which supports the positions taken. The written statements and available evidence shall be delivered directly to the Grievance Committee Chair within three (3) working days.

Step Two: Action by the Grievance Committee

The Grievance Committee shall consider the written statements submitted by both parties. Within five (5) working days, the committee shall determine by consensus whether a valid grievance exists and shall notify both parties and the Faculty Council President of its recommendation by written memorandum. By agreement of both parties, one extension of the committee's deliberations may be granted. At the conclusion of the deliberations, the Grievance Committee Chair shall relinquish all pertinent materials to the Faculty Council President. At this point, all responsibilities of the Grievance Committee have been met.

Step Three: Action by the Vice President

The recommendation of the Grievance Committee may be appealed by either party by such party giving written notice of appeal to the appropriate vice president, the other party, and the Faculty Council President within two (2) working days of receipt of the Grievance Committee recommendations. The vice president shall consider the written statements and other materials submitted by both parties and the recommendation of the Grievance Committee. The vice president shall render a decision within five (5) working days to either

redress or deny redress of the grievance, and shall notify both parties and the Faculty Council President by written memorandum.

NOTE: Should the grievance be directed at the vice presidential level, this step in the procedure shall be bypassed.

Step Four: Action by the President

At the request of either party, the decision of the vice president may be appealed to the President of the College by such party giving written notice of appeal to the President, the vice president, the other party, and the Faculty Council President within two (2) working days of receipt of the prior decision. In this case, the vice president will forward all materials pertaining to the grievance to the President of the College. If the grievance is directed at the vice presidential level, the President shall consider the written statements submitted by both parties and the recommendation of the Grievance Committee.

The President shall render a final decision within five (5) working days to either redress or deny the grievance. The President's decision shall be sent in memo form to each party, the vice president and the Faculty Council President. The decision of the President shall be final and shall not be subject to appeal.

CONFIDENTIALITY OF THE GRIEVANCE PROCESS

During the grievance process, the grievance and information related to it shall be kept confidential. After the process is completed, the grievance and its resolution shall be considered public information

TRAVEL RELATED TO INSTRUCTIONAL PROGRAM

Full-time faculty will be entitled to reimbursement for travel required by their particular off-campus instructional assignment that occurs outside the Temple College District.

Mileage reimbursement will be made on a monthly basis at the standard College rate of 48 cents per mile.

Documentation will be required, listing the days of travel and miles traveled each day. A monthly travel report will be required.

HOURS ON DUTY

All instructors are expected to be at the College in time to make adequate preparations for each class. Instruction in the classroom is to begin on time. Instructors are to make the most effective use of the classroom time allotted to them for instruction.

Full-time faculty office hours shall be a minimum of 12 hours per week for the normal fifteen-hour teaching load for full-time faculty. The office hours will be maintained on a regular, weekly basis, except for times the instructor is engaged in other college business, e.g., committee meetings, departmental meetings. Those instructors willing to hold additional office hours beyond the normal 12 hours weekly may wish to list them as "by appointment."

Instructors with a 80% or greater assignment will maintain office hours equal to the percentage of their teaching load. Part-time instructors with less than a 80% assignment will be available for student conferences at least 30 minutes per week for each course taught

When a faculty member finds that a student seeking help in course work appears to need, or requests, tutoring assistance beyond what the instructor is able to provide in normal office hours, the instructor should recommend an outside tutor or send them to the Advising Center. A regular, full-time TC faculty member should not tutor a TC student on a fee basis.

ATTENDANCE AT COLLEGE FUNCTIONS

College personnel are encouraged to attend as many College activities as possible. However, sponsors of College clubs and organization must attend the meetings and functions of their clubs or organizations. If sponsors are unable to attend, they must arrange for a qualified substitute.

PROFESSIONAL GROWTH AND DEVELOPMENT PROGRAM

Temple College is committed to provide professional growth and development opportunities by supporting travel to conferences and workshops and by responding to and supporting requests for specific activities on campus. See page V-15 for information on how TC employees can take TC courses without paying tuition.

Any faculty member who is absent for visitation in another school system for professional improvement or attendance at professional meetings shall receive full pay for the absence, subject to approval of the Vice President of Educational Services. Expenses for approved visitation will be paid at the rate of \$35 per day per instructor, not to exceed two (2) days per school year. To the extent provided in the budget and approved by the President or Board of Trustees, the College shall pay expenses of staff or faculty members in attendance at professional meetings pertaining to College business.

PART-TIME FACULTY

Part-time instructors whose teaching responsibilities are less than 80% of a full load (<12 semester hours per semester) are not required to participate in college functions beyond the normal sphere of classroom duties, i.e. regular and punctual attendance, adequate preparation, evaluation each semester, etc. It is expected that part-time faculty will familiarize themselves with TC policies as outlined in the *Personnel Handbook*, through administrative and departmental communications, and will then follow the recommended and prescribed practices of the College.

Instructors whose teaching responsibilities equal 80% or more of a full load are expected to attend meetings as called by the administration, assist with registration when assigned, maintain office hours in direct proportion to their teaching load, and participate in the annual commencement program.

FACULTY LEAVE OF ABSENCE

Faculty members may be granted a non-compensated leave of absence not to exceed one year by the President. Such leaves of absence will not be counted as breaking a continuity of employment at Temple College; however, they will not be counted toward the total years of service to the College in reckoning of retirement, vacation, etc.

For clarification, a non-compensated leave of absence means non-salaried because benefits continue uninterrupted during a leave of absence.

SELECTION AND ADMINISTRATION OF FACULTY DEVELOPMENT LEAVE GRANT

The Board of Trustees of Temple College has authorized that one annual Faculty Development Leave Grant be awarded in the amount of one-half the salary of the recipient. The salary distribution, according to the option of the recipient, shall be full salary for one semester (based on a nine month contract) or one-half salary for the full contract year in which the grant is awarded. The following policy shall govern the selection of the recipient and the administration of this program in accordance with law, which shall pertain.

The Faculty Development Leave Grant shall not relate, in any manner, to the established leaves of absence without compensation.

I. ELIGIBILITY

To be eligible to make application for the Faculty Development Leave Grant, an individual must meet the following requirements:

- A. Be a full-time faculty member who has been granted tenure by the College.
- B. Agree in writing (to accompany his application) to return to Temple College for the contract year following the year for which the Grant is awarded. If the recipient does not return, he/she is bound to return the entire grant to Temple College.
- C. Submit with his/her application a recommendation from the applicant's Department Chair; or in the case of a Department Chair, the Division Director.
- D. State in writing the purpose for which the grant application is made. Purposes for which a Grant may be made shall include the following:
 1. A precisely planned program of study, which relates to the applicant's professional development.
 2. Course work leading to an advanced degree in the applicant's current teaching area. If the application for the Grant is in another area of study, this must be approved by the Selection Committee and the Vice President of Educational Services.
 3. Research in his or her immediate area.
 4. Writing for publication in his or her immediate discipline.
 5. The development of curriculum or material, which would benefit the College.
- E. Must not have been selected as a recipient of the FDLG during the previous seven-year period. No one individual may receive the FDLG more than three times.

II. SELECTION

The procedures to be followed in the selection of an individual as a recipient nominee of the Faculty Development Leave Grant are to be as follows:

- A. A five member FDLG Committee shall be selected by the Faculty Council each spring prior to the school year in which the Grant is to be awarded.
 - 1. The Faculty Council President shall choose one of the members of the Committee to serve as chair.
 - 2. This committee shall be responsible for setting the application dates, providing application guidelines, accepting the applications, and making a selection of the individual recipient nominee to be recommended to the Vice President of Educational Services.
- B. The Vice President of Educational Services shall convey the recommendation of the selection committee to the President, together with his/her response to that recommendation.
- C. The President shall forward the Committee's recommendation and make his/her recommendation to the Board of Trustees, which shall have final authority for the selection of the FDLG recipient.
- D. Taking of applications for the Grant shall be completed by February 1 of each year, and the selection process shall be completed on or before March 1 of each year.

III. CRITERIA FOR SELECTION

Criteria which the selection committee shall use in the nomination of a recipient for the Grant shall include the following:

- A. High priority shall be given to proposed programs, which hold the greatest potential for the applicant and for Temple College.
- B. Length of service to Temple College.
- C. Residency requirements for individual's pursuing a higher degree.
- D. Whether, or extent to which, the work proposed is a part of an organized plan designed to reach a specified standard of academic or technical excellence.

IV. OTHER CONSIDERATIONS

- A. The following fringe benefits included in the recipient's contract shall apply during the Faculty Development Leave Grant year except where it is precluded by law or provisions within insurance programs or where mutually agreed to the contrary.
 - 1. All benefits and responsibilities of the tenure policy.
 - 2. Health and life insurance program benefits.
 - 3. State and/or Optional Retirement Programs.
- B. Compensation shall be on a regular monthly basis, contingent upon satisfactory participation in the approved program, unless exceptions are made by the President of the College.

- C. In the event that the recipient fails to complete the prescribed program or fails to complete the courses satisfactorily, he shall be obligated to return the portion of the grant, which has been expended.
- D. The recipient shall, upon his return to Temple College, be assured of his previous position or one, which is mutually satisfactory to both the College and the recipient for the year immediately following the Grant year.
- E. In the event that the committee concludes that it cannot justify a selection, it will make a recommendation of "no selection."
- F. In conducting the duties prescribed to it by this policy, the recommendation of the selection committee shall be final.

V. APPLICATION FORMAT

The application form shall include the following criteria:

- A. Brief statement of benefits to Temple College which will accrue as a result of the Leave Grant.
- B. Detailed description of program to be pursued (including evidence of admission to Graduate School if the program is academic; or acceptance in a specialized program, etc.).
- C. Usual information contained in application forms.
- D. Official transcripts of all previous college preparation.
- E. Educational preparation summary including years of attendance, degrees granted, special work completed (institution).
- F. History of employment experience (including description of duties, responsibilities, and accomplishments).
- G. Professional activities and affiliations (during past 10 years).
- H. Honors or awards received.
- I. Professional interests.
- J. Three professional recommendations (including the one in section I, Item C), which specifically address the merits of the proposal.

OVERLOAD/OUTSIDE WORK AND RESPONSIBILITIES

The Southern Association of Colleges provides in the Criteria for Accreditation that:

"The institution should have suitable policies to protect faculty members from assuming or being assigned internal or external responsibilities which might encroach upon either the quality or quantity of the work they are employed to perform for the institution". In keeping with this criteria, Temple College permits full-time employees to be enrolled in

- Two classes;
- Or to instruct an extra class, for another institution;
- Or to be gainfully employed by some other organization or business no more than 10 hours per week

Exceptions to the above must be approved in writing by the employee's supervisor with concurrence from the Division Director, Vice President, and President. The approval be stored in the office of the Vice President. This policy will become effective in the Fall, 2009 semester.

These same general guidelines should be used when employing part-time personnel.

INTELLECTUAL PROPERTY TEMPLE COLLEGE

Reporting and Ownership Policies Regarding Intellectual Property, Copyrighted or Invented Material

1. Employees and students of Temple College are encouraged to publish and copyright, invent and patent materials and objects of their own creation that will contribute to the advancement of knowledge. It is the desire of the College to encourage this and to protect the interest of its personnel and students in relation to disclosure of scientific and technological developments, including inventions, discoveries, trade secrets, computer software and original works of art and ideas that may have monetary value. It is also the responsibility of the College to ensure that public funds and property are not improperly used for personal gain. The author, creator, or inventor is free to benefit from royalties and monies accruing from such publication or invention subject to the following guidelines:
 - a. All classes of intellectual property; scientific, artistic, and technological developments; materials or objects created on the employee's or student's own time, and without the use of College facilities, equipment, materials or support, shall be the sole property of the creator. In all cases where an employee or student copyrights, patents, or enters into an agreement involving trade secrets stemming from professional work on his own time and not involving College facilities, equipment, materials, or support, the employee is to report such action to the Vice President of Educational Services within 60 calendar days of entering into the agreement or filing for copyright or patent. The creator has full authority to grant licenses as long as the creator maintains control over the copyright, patent or trade agreement.
 - b. Materials or objects created by employees or students at College expense or on College time or using College facilities or equipment shall be the property of the College. The College, in return for unrestricted license to use and reproduce original works without royalty payment, shall transfer to the creator of that work full ownership of any present or subsequent copyright or patent in accordance with the following paragraph.

- c. In the event that materials or objects are sold to entities outside the College, all income will go to the College until all developmental expenditures incurred by the College for the project, including stipends paid to the developer (over and above contract salary), prorated support staff salaries, supplies, and other expenses related to the creation of the materials or objects, are recovered. These costs will be determined at the end of the development period. The Vice President for Administrative Services will determine the costs to be recovered by the College. In the event the employee or student disagrees with the Vice President's assessment, the employee or student may appeal his case to the President, who will have final determination in the matter. Once the College costs have been recovered, any additional revenues stemming from this project will be distributed by the Business Office to the developer(s) or creator(s).
 - d. The College will ensure equity and management participation on the part of the inventor or inventors in business entities that utilize technology created at Temple College or at any consortium of which Temple College becomes a part.
 - e. No College employee or student shall realize a profit from materials sold exclusively to Temple College students.
 - f. When instructional material developed by the faculty at Temple College is to be sold in the College bookstore for a profit, the publisher of the material must be approved by the Temple College Curriculum Committee.
2. Any College employee or student who intends to create any materials or objects developed wholly or partially using College time, equipment, materials, or facilities and who intends to copyright, patent, or otherwise merchandise those materials or objects will inform the Vice President of Educational Services at least 30 calendar days before filing final application for copyright, patent, trade secret agreement or marketing agreement, the Vice President of Educational Services will then initiate within five (5) working days an institutional review of intended scientific, creative or technological disclosures, including consideration of ownership and appropriate legal protection.

This review will be conducted by an ad-hoc committee which will include the President of the Faculty Council or his representative, and the appropriate Division Director, Vice President under whom the employee works or student within that division and an associate of the employee/student who has not participated in the project under review. The committee will present its recommendations to the employee and to the Vice President of Educational Services within 15 working days of its appointment. The Vice President of Educational Services will present the committee findings and his recommendations to the President within 10 working days of receipt of the Committee report. Should the employee or student disagree with the Vice President's recommendations, he may file a counter proposal with the President. The President will present his recommendations, and all related documentation to the Board of Trustees at its next regular meeting, provided that the Board meeting is at least 10 working days after his receipt of the report and (where appropriate) of the counter proposal from the employee. The Temple College Board of Trustees will have final determination on the issues under review.

Personnel of divisions or units whose function is to produce educational materials may not realize a profit from the sale of these materials. In the case of any materials produced exclusively by these units, copyrights, patents and licensing will be held by Temple College. Agreements in which research is supported by grants or contracts from outside sources, which is usually subject to copyright or patent policies of the grantor or contractor will take precedence over the general policy of the College