



# STERLING COLLEGE FACULTY HANDBOOK

Revised by FW&FA: 2025-2026  
Approved by the SC Board of Trustees: **May 2026**

1.0	Institutional Profile .....	3
1.1	Mission.....	3
1.2	Educational Assumptions .....	5
2.0	Faculty Employment Policies and Procedures .....	5
2.1	Definition of Faculty, Faculty Rank and Faculty Titles at Sterling College .....	7
2.1.1	The Ranked Faculty .....	7
2.2	Search and Hiring Process and Appointment to Academic Rank.....	7
2.2.1	Authority to Hire.....	8
2.2.2	Procedures for Appointment to Ranked Faculty Status .....	8
2.2.3	Part-Time Per Course Faculty .....	11
2.2.4	Special Appointment Faculty .....	12
2.2.5	Graduate Faculty .....	13
2.2.6	Clinical Faculty Ranks .....	15
2.3	Salary, Philosophy, and Worksheet.....	17
2.3.1	Salary Philosophy.....	17
2.3.2	Sterling College Salary Worksheet .....	17
2.4	Types of Contracts and Contract Definition Policies .....	18
2.4.1	Term Contracts.....	18
2.4.2	Initial Contracts.....	18
2.4.3	Extended Contracts.....	18
2.4.4	Probationary Annual Contracts .....	19
2.4.5	Issuance and Receipt of Contract.....	19
2.5	Personnel Records.....	19
2.5.1	Official Personnel File.....	19
2.5.2	Personnel Files for Part-Time Per Course and Special Appointment Faculty .....	20
2.6	Faculty Responsibilities.....	21
2.6.1	General Statement .....	21
2.6.2	Teaching and Advising as Principal Responsibilities .....	21
2.6.3	Support Responsibilities .....	22
2.7	Evaluation.....	23
2.7.1	Types of Evaluations .....	23
2.7.2	Faculty Experience .....	24
2.7.3	Effective Teaching.....	24
2.7.4	Effective Advising .....	24
2.7.5	Effective Recruiting.....	25
2.7.6	Effective Retention .....	25
2.7.7	Effective Librarianship .....	25
2.8	Promotion Policies and Procedures.....	26
2.8.1	Eligibility for Promotion .....	26
2.8.2	Procedures for Promotion Review .....	26
2.9	Separation .....	26
2.9.1	Resignation (effective beginning with the 2021-2022 contracts).....	27
2.9.2	Retirement.....	27
2.9.3	Dismissal for Cause.....	27
2.9.4	Retrenchment.....	28
2.10	Academic Freedom and Professional Ethics .....	29
2.10.1	Academic Freedom .....	29
2.10.2	Code of Professional Ethics.....	30
2.11	Faculty Development .....	30
2.11.1	Faculty Leave.....	30
2.11.1.1	Sabbatical Leave .....	30
2.11.1.2	Educational Leave.....	30
2.11.1.3	Other Development Leave .....	31
2.11.2	Faculty Development Funds .....	31
2.11.3	Load Reduction .....	31
2.11.4	Forgivable Loan for Faculty Graduate Degrees.....	31
2.12	Workload and Outside Activities .....	33
2.12.1	Primary Work Load.....	33
2.12.2	Use of College Facilities and Services.....	34
2.12.3	College Assumes No Responsibility .....	34
2.13	Creative Works .....	34
2.13.1	Interest in Creative Works.....	34
2.13.2	Sale of Faculty Created Materials to College Students .....	34
2.14	Other Considerations .....	35
2.14.1	Fund-raising Policy .....	35
2.14.2	Academic Regalia.....	35
2.14.3	Hazardous Waste Disposal.....	35
2.15	Leaves .....	35
2.15.1	Disability.....	35
2.15.2	Civil Duty Leave.....	35

2.15.3	Bereavement Leave .....	35
2.15.4	Maternity/Paternity Medical Leave .....	36
2.15.5	Infant/Family Care Leave.....	36
2.15.6	Military Leave .....	36
2.16	Benefits.....	36
2.16.1	Statutory .....	36
2.16.2	Insurance .....	37
2.16.3	College Sponsored Benefits .....	37
2.17	Review and Grievance Procedures .....	38
2.17.1	Intent .....	38
2.17.2	Definitions.....	38
2.17.3	Filing a Grievance.....	38
2.17.4	The Work and Role of the Mediation Committee.....	38
2.17.5	Informal Resolution of Grievance.....	39
2.17.6	Grievances Unresolved by Informal Process .....	39
2.17.7	The Work of the Review Committee.....	39
2.17.8	Grievants' Response to the Decision of the Review Committee .....	40
2.17.9	Appeal to the President .....	40
2.17.10	Presidential Review .....	40
2.17.11	Board Appeal.....	40
2.17.12	General Provisions .....	40
2.18	Revision Procedures .....	40
2.19	Recommended Cycle for Review .....	41
3.0	Appendix.....	42
3.1	Code of Professional Ethics .....	42
3.2	Guidelines for Faculty Load Equivalencies ( <i>Updated February 2016</i> ) .....	44

## 1.0 Institutional Profile

### 1.1 Sterling College's Mission Statement, Statement of Faith, and Faith Perspectives

The purpose of Sterling College is to develop creative and thoughtful leaders who understand a maturing Christian faith.

#### Our Vision

To be recognized as the finest Christ-centered, servant leadership development-focused, liberal arts experience in the Great Plains.

#### Our Core Values

In active, vital partnership with church, community, and strategic partners, and ever striving for first-class quality in all that it does, the Sterling College community will be guided in all its work by the following intrinsic values:

*Faith:* Faithful discernment of and response to God's self-revelation in Christ in Scripture.

*Calling:* Faithful discovery and pursuit of each person's particular calling in life.

*Learning:* A love of learning and a dedication to the pursuit of truth.

*Integrity:* Integrity in scholarship, the arts, athletics, and all other co-curricular activities.

*Service:* Faithful practice of redemptive servant leadership involving a vision of wholeness in a broken world.

*Community:* Mutual respect as members of the body of Christ.

#### Our Priorities

Sterling College is committed to an environment of academic excitement in the Reformed tradition of a thorough exploration of all truth in the light of God's Word. An enthusiastic Christian faith and experience permeate all aspects of the College life. Activities are designed to encourage and develop the skills necessary to understand our world and to create positive change in it. Specifically, we seek to build within our students' creativity, critical thinking, effective communication, and leadership for use in the workplace as well as in the community, church, and home. We seek to cultivate a Christ-centered world view through which students are able to explore and understand themselves, their faith, their environment, and their heritage. We further strive to foster the values of independent inquiry, a thirst for lifelong learning, emotional maturity, positive self-worth, and an understanding of a maturing Christian faith that provides the foundation and meaning for life.

#### Our Process

The College works to achieve its priorities through the learning experiences of the liberal arts curriculum, faculty/student interactions, and a residential lifestyle. The liberal arts curriculum is designed to build breadth and depth of understanding through a general education core, specialization in a major, and attention within majors to career preparation. The College affirms the primacy of the faculty/student relationship and the importance of excellence in instruction and advising. Relationships of faculty to students are built around principles of serving, mentoring, modeling, and discipleship. The Campus lifestyle is designed to provide a unifying community experience for social, educational and faith development.

## Our Statement of Faith

The board, faculty, administration and staff possess an active and visible Christian faith which encourages the entire campus community in our pursuit of a wholesome and practical Christian life. We personally trust in, and collectively bear witness to, the one eternal God, revealed as Father, Son, and Holy Spirit (Matthew 28:19; John 10:30).

- We believe in God the Father who created the heavens and the earth.<sup>1</sup>
- We believe in God the Son, Jesus Christ,<sup>2</sup> who was conceived by the Holy Spirit,<sup>3</sup> and born of the Virgin Mary,<sup>4</sup> Jesus suffered,<sup>5</sup> died<sup>6</sup> and was buried.<sup>7</sup> He rose from the dead.<sup>8</sup> Jesus ascended into heaven<sup>9</sup> and remains with the Father and the Holy Spirit to judge the living and the dead.<sup>10</sup> Jesus Christ alone is the way, the truth and the life.<sup>11</sup> There is salvation in and through no other.<sup>12</sup>
- We believe in God the Holy Spirit who is the comforter,<sup>13</sup> sustainer and sanctifier<sup>14</sup> of all who profess faith in Jesus Christ as Savior and Lord.
- We believe that humanity has hope for redemption from sin by Jesus Christ's life, death, and resurrection. It is by God's grace alone that we joyfully receive our salvation through a personal faith in Jesus Christ.
- We believe that the Bible is God's revealed Word.<sup>15</sup> It is authoritative,<sup>16</sup> inerrant in its original form, infallible<sup>17</sup> and sufficient in all matters of faith and practice.
- We believe that the Church is the body of Christ<sup>18</sup> and God's witness<sup>19</sup> in the world.
- We believe that Jesus Christ will return<sup>20</sup> and claim His own, ushering in the new heaven and new earth<sup>21</sup> in which righteousness will dwell and God will reign forever.<sup>22</sup>

### Scripture References for the Statement of Faith

1	<i>Genesis 1:1; Isaiah 40:21-26; Acts 17:24-29</i>
2	<i>John 17:1-5; Colossians 1:15-20; John 1:1; Acts 4:11, 12; Hebrews 1:1-8; Hebrews 7:25; John 10: 28-30</i>
3	<i>Matthew 1:18-20; Luke 1:34-35; Isaiah 7:14</i>
4	<i>Matthew 1:18-20; Luke 1:34-35</i>
5	<i>Matthew 27:24-37 Luke 24:25-26, 46; 1 Corinthians 15:3-8; Philippians 2:5-11</i>
6	<i>John 19:31-36; 1 Corinthians 15:3-8</i>
7	<i>Luke 23:50-56; John 19:31-36; 1 Corinthians 15:3-8; Mt. 27:57-65; Isaiah 53</i>
8	<i>Matthew 28:1-10; 1 Corinthians 15:3-8; Acts 17:31</i>
9	<i>Luke 24:50-53; Acts 1:1-11; Acts 3:20-21; Ephesians 4:7-10</i>
10	<i>Ephesians 1:20-23; II Timothy 4:1</i>
11	<i>John 14:6; John 3:16-18; John 3:36</i>
12	<i>John 14:6; Acts 4:12; Ephesians 2:4-5</i>
13	<i>John 14:16-17; John 14:26; John 15:26; John 16:7-10.</i>
14	<i>Galatians 3:2-5; Galatians 5:22-23; 1 Corinthians 6:11, 2 Corinthians 3:18; 1 Peter 1:2</i>
15	<i>II Timothy 3:16; II Peter 1:20-21; Isaiah 40:8.</i>
16	<i>16 Psalm 119: 9-11; John 10:35.</i>
17	<i>Proverbs 30:5-6; Hebrews 4:12 Isaiah 40:6-8 and 1 Peter 1:25</i>
18	<i>1 Corinthians 12:12-27; Ephesians 5:23, 24; Colossians 1:18; Ephesians 2:19-22</i>
19	<i>Matthew 28:18-20; Isaiah 43:8-11; Acts 1:8; 2 Timothy 4:1-5</i>
20	<i>I Thessalonians 4:13-17; Hebrews 9:27-28; Revelation 19:11-16; 2 Thessalonians 1:5-2:12; Revelation 22:7-12</i>
21	<i>Revelation 21:1 – 22:5; Isaiah 65:17-25; Isaiah 66:22</i>
22	<i>Daniel 4:34; Daniel 6:26 and Psalm 146:10; Luke 1:33; I Timothy 1:17; Revelation 11:15</i>

## Our Statement on Life, Marriage, Gender Identity and Human Sexuality

In support and agreement with the Sterling College Statement of Faith, Sterling College believes the following regarding life, marriage, gender, and sexuality:

- that to preserve the function and integrity of Sterling College and to provide a biblical role model to the community we serve, it is imperative that all persons employed by the College professionally support this statement. (Matt. 5:16; Phil. 2:14-16; I Thess. 5:22).
- that God offers redemption and restoration to all who confess and forsake their sin, seeking His mercy and forgiveness through Jesus Christ. (Acts 3:19-21; I Cor. 6:9-11; Ps. 32:5; Ps. 51:1-3).
- that every person must be afforded compassion, love, kindness, respect, and dignity (Mark 12:28-31; Luke 6:31). Hateful and harassing behaviors or attitudes are to be repudiated and are not in accord with Scripture or the goals of Sterling College.

- that the Bible is clear in its teaching on the sanctity of human life, and we encourage choices that affirm life for all our employees. (Gen. 1:27; Gen. 2:7; Jer. 1:5; Ps. 139:13-16).
- that God wonderfully and immutably creates each person as male or female. These two distinct, complementary sexes are both made in the image of God (Gen. 1:26-27). Rejection of one's biological sex is a rejection of this God-given trait.
- that marriage is designed to be the lifelong uniting of one man and one woman in a single, biblical, covenant union as delineated in Scripture. (Gen. 2:18-25).
- that God intends sexual activity to occur only between a man and woman who are married to one another. (I Cor. 6:18; 7:2-5; Heb. 13:4) We believe that any form of sexual immorality (including adultery, fornication, homosexual behavior, and bisexual conduct) is understood to be one of the disruptive consequences of the fall. (Matt. 15:18-20; I Cor. 6:9-10; Rom. 1:18-32).
- that the call of Christ on the married and unmarried is one of purity; faithfulness among the married couple (recognized as one man and one woman) and a chaste life for those who are unmarried (I Thess. 4:3-8). For those in our community who are attracted to persons of the opposite sex as well as those who struggle with same-sex attraction, the biblical mandate for sexual purity remains.

### Our Relationships

Founded in 1887 by the Synod of Kansas of the United Presbyterian Church of North America, Sterling College continues to affirm its historical ties with the Reformed tradition: a commitment to the generic doctrines of the Protestant reformation. As an institution, the College nurtures and develops strategic partnerships within the Presbyterian Church and with evangelical churches and biblically aligned Christ-centered organizations to advance the mission and vision of the College. Accountability for the College's mission and vision rests in governance by an independent self-perpetuating Board of Trustees. Sterling College holds strong the mandate of the original charter to be "thoroughly Christian, but not in any sense sectarian." God's people are welcome, and the College respects the differences in denominational distinctive and worship traditions within the evangelical/Protestant tradition.

## **1.2 Educational Assumptions**

The general education Core Curriculum addresses the college's mission "to develop creative and thoughtful leaders who understand a maturing Christian faith." These characteristics are realized in graduates who develop broad knowledge, skills for thinking and acting, and values that arise from our Christian heritage and that aim to build a better society. Knowledge, skills, and values should be integrated into a worldview from which graduates seek to serve God and the world. For current information regarding the specifics of Sterling College's core curriculum, please see the most current issue of the Sterling College Academic Catalog.

## **2.0 Faculty Employment Policies and Procedures**

This Handbook contains the currently approved policies and procedures of Sterling College concerning the terms and conditions of faculty employment. This handbook is considered an addendum to the individual contract of employment of each faculty member. Where the terms and provisions of an individual contract of a faculty member are inconsistent with the general policies contained herein, the provisions of the individual contract shall supersede. Otherwise, the provisions of this Handbook are legally binding on all parties for the specific period covered by a letter of appointment/contract and will not be changed during that period. Any changes in the Faculty Handbook must be made according to section 2.18 and will take effect at the beginning of the following contract year. Should there be any disagreement as to the application of specific provisions of this section, the faculty member involved in such a situation may refer actions taken by a chair, program director, VPAA (hereinafter, "VPAA") or other officer of Sterling College to the FWFA Committee (hereinafter, "FWFA") of the Faculty Council or may file a grievance under the Grievance Procedures found in Section 2.17.

The Sterling College Employee Handbook, except sections B1, B6, B7, B9, B10, B11, B13, C5, also apply to the faculty.

## **2.0.1 Process for Evaluating Credentials of Faculty Candidates**

### **2.0.1.1 Candidates with a Graduate Degree in the Teaching Discipline**

Sterling College is committed to having faculty members “who by formal education and tested experience know what students must learn.” Sterling College considers faculty candidates who hold an appropriate level graduate degree in the teaching discipline to be qualified. With the wide variety of specialties and sub-disciplines available, the VPAA, in consultation with the department chairperson, the AVPAA (hereinafter, “AVPAA”) and, if necessary, a content matter expert, will determine whether the graduate degree is in the teaching discipline. Said determination shall be conclusive for any and all purposes as used in this Faculty Handbook. Only degrees from regionally accredited institutions or their foreign equivalent, as determined by the VPAA, will qualify for status as a graduate degree.

### **2.0.1.2 Candidates without a Graduate Degree in the Teaching Discipline: Standard Process**

Faculty candidates who do not hold a graduate degree in their teaching discipline may be qualified to teach based on professional credentials and experience. The process to determine whether such a faculty candidate is qualified will be as follows:

The FWFA Committee, in consultation with the department chairperson, will review the education, experience and other credentials of candidates using the Higher Learning Commission’s *Handbook of Accreditation* and *Commission Guidance on Determining Qualified Faculty* to inform the decision. The Committee will make a recommendation to the VPAA as to whether the candidate is qualified in the teaching field. The VPAA will make the final determination.

The Committee will conduct the review with the aim of answering the central question: Does the candidate, by formal education and tested experience, know what students must learn? Additional questions that assist in answering the central question include:

- Does the candidate have the ability to understand and convey the essentials of the discipline that a student should master at various course and program levels?
- Is the candidate able to engage professionally with colleagues in determining the specific, stated learning objectives for all graduates of the program, as well as the full scope of the knowledge, skills, and dispositions appropriate to the degree awarded?
- Does the candidate have the ability to contribute to the broad learning objectives of the College?
- Does the candidate have the ability to create an academic environment that promotes inquiry, creativity, practice, and social responsibility in ways consistent with Sterling College’s mission?
- Is the candidate able to determine “the usefulness of curricula to students who live and work in a global, diverse, and technological society”?

The following factors should be considered in answering the above questions:

- The extent and relevance of graduate and undergraduate coursework from regionally accredited institutions.
- The extent, relevance and quality of graduate and undergraduate coursework from institutions that are not regionally accredited.
- Professional and Other Non-Educational Experience:
- The extent and relevance of employment experience and achievements, including direct application of the concepts, knowledge, and skills of the teaching discipline.
- The extent and relevance of any teaching or training responsibilities that accompanied previous employment.
- The extent and relevance of professional coursework, training, licensure, and certification.
- Recognition of achievement by a national, regional, or other body familiar with the teaching discipline.

### **2.0.1.3 Candidates without a Graduate Degree in the Teaching Discipline: Expedited Process**

When time constraints prevent the involvement of the Committee as described in the Standard Process above, the VPAA, in consultation with the department chairperson and the AVPAA can approve the faculty candidate for up to one academic year using the same criteria as above.

## **2.1 Definition of Faculty, Faculty Rank and Faculty Titles at Sterling College**

The faculty is comprised of all persons having appointment for the instruction of students. The faculty of Sterling College shall consist of four distinct groups: ranked full-time faculty, ranked pro rata part-time faculty, part-time per course faculty, and special appointment faculty. Specific contract types (Section 2.4) and other specific contractual rights and responsibilities shall accrue to each specific group as defined in this Handbook. In particular, part-time per course faculty and special appointment faculty have limited rights and responsibilities; these are fully defined in this section.

### **2.1.1 The Ranked Faculty**

A ranked faculty member is a full-time or pro rata part-time employee of Sterling College who has been appointed to one of the four regular academic ranks or library faculty ranks: instructor, assistant professor, associate professor, or professor.

A ranked *clinical* faculty member is a full-time employee of Sterling College who has been appointed to one of four clinical faculty ranks: Clinical Instructor, Assistant Clinical Professor, Associate Clinical Professor, or Clinical Professor.

#### **2.1.1.1 Full-Time Faculty**

A full-time faculty member

- a. ordinarily has full-time teaching and advising duties or has teaching and other duties (e.g., research, academic administration, counseling) equivalent to a full-time teaching load or has full-time professional library duties;
- b. fulfills the duties and responsibilities of a faculty member;
- c. holds academic rank as described in 2.2.2 and
- d. holds a faculty contract. Contracts for full-time faculty who have major administrative responsibilities may differ in identifying specific workload expectations (Section 2.12).

#### **2.1.1.2 Pro Rata Part-Time Faculty**

Pro rata part-time faculty are faculty members who are ranked as defined in Section 2.2.2 and who are given an appointment equivalent to half-time or more, but less than that of a three quarter-time faculty member. Such pro rata part-time faculty are eligible for promotion as provided in this Handbook.

Additionally, they have, on a pro rata basis, responsibilities for advising, service on committees and all other responsibilities of full-time faculty members as detailed in this Handbook.

#### **2.1.1.3 Clinical Faculty**

Clinical faculty are full-time ranked faculty members (pursuant to 2.2.6) in Athletic Training. Clinical Faculty are assigned both clinical and academic responsibilities. Clinical faculty are eligible for promotion as provided in this Handbook

## **2.2 Search and Hiring Process and Appointment to Academic Rank**

The quality of initial faculty appointments is vital to the quality of teaching and scholarship to which Sterling College is committed. The following statements are intended to aid the VPAA, the AVPAA, department chairpersons, program faculty, and the FWFA Committee in making initial appointments.

The College gives notice of employment opportunities by appropriate publication and follows regular procedures in the evaluation of applicants. Applications from women and members of minority groups are encouraged.

Under normal circumstances the procedure for hiring faculty is as follows:

- a. The Board of Trustees sets policy regarding requirements and expectations of faculty members. (see 3.0 Appendix)
- b. When an opening occurs, the VPAA, department chairperson, and Academic Affairs Committee of the Faculty Council, will confer to evaluate if the position should be filled.
- c. If the position is to be filled, the VPAA, and the department chairperson, in consultation with the President, will develop a specific position description including an appropriate equal opportunity statement.
- d. The VPAA, in consultation with the department chairperson, will prepare and implement an advertising plan and an aggressive recruitment strategy for the position.
- e. As potential candidates are located and their files are completed, the VPAA and/or department chairperson will contact the candidate to arrange and conduct a preliminary interview, at which time general salary guidelines will be discussed.
- f. Following preliminary interviews, the VPAA and department chairperson, with input from the department, will work with the President to determine which candidates should be invited to a follow-up interview.
- g. Before a follow-up interview is extended, the VPAA or department chairperson will contact no fewer than three of the candidate's references.
- h. During a follow-up interview the candidate should have individual time with the President, VPAA, the FWFA Committee, the department chairperson and departmental faculty. Further, the candidate will make a teaching presentation open to faculty, administrators, and students. If the follow-up interview is conducted on campus, the visit may include time for a full tour of the campus and the community as well as time for meetings with campus and community leaders.
- i. After the follow-up interview, the VPAA will confer with all who were involved in the interview process, and will then meet with the President to recommend further action.
- j. If a contract is offered, the President, VPAA and department chairperson will aggressively recruit the candidate.

### **2.2.1 Authority to Hire**

Sole authority to hire and retain faculty is vested in the Board of Trustees. This authority is exercised through the President implementing procedures identified in the Faculty Handbook.

### **2.2.2 Procedures for Appointment to Ranked Faculty Status**

At the time of initial appointment to a ranked full-time or pro rata part-time faculty member, the VPAA, in consultation with the FWFA Committee, makes a judgment about rank for the initial contract using the criteria described below. Thereafter, rank changes are subject to Section 2.8.

Throughout these sections on specific ranks, a college/university of "recognized standing" shall mean a college/university accredited by one of the six regional accrediting associations, e.g., **Higher Learning Commission**, or a college/university of international standing approved by the FWFA Committee. The full-time and pro rata part-time ranks that follow are cumulative in their criteria, and the emphasis is specifically on the quality of teaching or, in the case of professional librarians, on librarianship.

### **2.2.2.1 Regular Academic Ranks**

#### **2.2.2.1.1 Instructor**

- a. Shall hold a master's degree or its equivalent in their teaching discipline.
- b. Shall be judged to have promise as scholars and teachers.
- c. Shall show evidence of an active Christian faith and promise for the integration of their faith into their teaching.

#### **2.2.2.1.2 Assistant Professor**

- a. Shall hold an earned doctorate from a regionally accredited institution of higher learning or foreign equivalent; or shall hold at least the master's degree in their teaching discipline and have two years of full-time teaching experience at a regionally accredited institution of higher learning or foreign equivalent.
- b. Shall show evidence of an active Christian faith and promise for the integration of their faith into their teaching.
- c. Shall have demonstrated effectiveness and development as a scholar and teacher.

#### **2.2.2.1.3 Associate Professor**

- a. Shall hold a terminal degree or 63 total graduate credits including a master's degree, OR shall hold a master's degree in their teaching discipline, from a regionally accredited institution of higher learning or foreign equivalent.
- b. Shall have demonstrated contribution to the campus community, including but not limited to: involvement in faculty governance, sponsorship of student organizations/groups, leading campus Bible studies, and other demonstrated extracurricular involvement on campus.
- c. Shall have seven years of full-time teaching experience, as defined in 2.7.2 (if holding an earned doctorate or 63 total graduate credits including a master's degree), or eleven years of full-time teaching experience (if holding a master's degree) at a regionally accredited institution of higher learning or foreign equivalent.
- d. Shall have evidence of professional or scholarly activities, including research or publication, which may include a doctoral dissertation.
- e. Shall show evidence of the integration of Christian perspective within their teaching discipline.
- f. Shall have consistently demonstrated effectiveness and development as a teacher, scholar, and advisor.

#### **2.2.2.1.4 Professor**

- a. Shall hold an earned doctorate in their teaching discipline from a regionally accredited institution of higher learning or foreign equivalent.
- b. Shall have ten years of full time teaching experience (see 2.7.2) at a regionally accredited institution of higher learning or foreign equivalent.

- c. Shall have demonstrated contribution to the campus community, including but not limited to: involvement in faculty governance, sponsorship of student organizations/groups, leading campus Bible studies, and other demonstrated extracurricular involvement on campus.
- d. Shall demonstrate professional or scholarly activities, including research, publication, etc. May not include Doctoral Dissertation.
- e. Shall show evidence of the integration of Christian perspective within their teaching discipline.
- f. Shall have consistently demonstrated effectiveness and development as a teacher, scholar, and advisor.

## **2.2.2.2 Library Faculty Ranks**

### **2.2.2.2.1 Instructor**

- a. Shall hold a master's degree in library science.
- b. Shall be judged to have promise as a librarian.

### **2.2.2.2.2 Assistant Professor**

- a. Shall hold a master's degree in library science.
- b. Shall have demonstrated effectiveness as an academic librarian or scholar.
- c. Shall have two years of full-time professional librarianship experience at a regionally accredited institution of higher learning or foreign equivalent.
- d. Shall show evidence of the integration of Christian perspective within librarianship.
- e. Shall have consistently demonstrated effectiveness as a librarian.

### **2.2.2.2.3 Associate Professor**

- a. Shall have completed additional study in library science, information management or an academic discipline and have been an academic librarian for eleven years, or seven years if a doctoral degree has been earned.
- b. Shall have demonstrated contribution to the campus community, including but not limited to: involvement in faculty governance, sponsorship of student organizations/groups, leading campus Bible studies, and other demonstrated extracurricular involvement on campus.
- c. Shall have consistently demonstrated effectiveness and development as a librarian.
- d. Shall have evidence of professional or scholarly activities, including research or publication, which may include a doctoral dissertation.
- e. Shall show evidence of the integration of Christian perspective within librarianship.

### **2.2.2.2.4 Professor**

- a. Shall hold an earned doctorate degree in library science or its equivalent from a regionally accredited institution of higher education or foreign equivalent.
- b. Shall have completed a minimum of ten years as an academic librarian at a regionally accredited institution of higher education or foreign equivalent.
- c. Shall have demonstrated contribution to the campus community, including but not limited to: involvement in faculty governance, sponsorship of student organizations/groups, leading campus Bible studies, and other demonstrated extracurricular involvement on campus.
- d. Shall demonstrate professional or scholarly activities, including research, publication, etc. May not include Doctoral Dissertation.
- e. Shall show evidence of the integration of Christian perspective within librarianship.

### **2.2.3 Part-Time Per Course Faculty**

A part-time per course faculty member is usually a part-time temporary employee of the College, who has been assigned a temporary academic title by the VPAA.

Part-time per course faculty:

- a. preferably teach six hours or fewer per semester.
- b. meet or exceed the criteria of the appropriate academic rank.
- c. always receive a Term Contract (pursuant to 2.2.1).
- d. receive no fringe benefits (except as provided in 2.2.3.1).
- e. do not accrue time towards the focused evaluation pursuant to 2.7.1c., but will be evaluated pursuant to 2.7.1.d..

Part-time per course faculty are expected to be accessible to students (i.e., by email, via the LMS, by phone, etc.) regarding their course work.

#### **2.2.3.1 Sterling College Analysis of Adjunct Teaching Load in Relation to Eligibility for Healthcare Coverage under the Affordable Care Act (ACA)**

The U.S. Treasury Dept. guidelines on how colleges should treat adjuncts in the context of ACA's mandate that employers provide health insurance for any employee who works at least 30 hours per week state that adjunct instructors shall be credited with at least 1.25 hours of preparation time for every 1 hour of classroom instruction time. They should also receive 1 hour credit for every 1 hour spent in required activities outside the classroom - office hours, faculty meetings, etc. Therefore, each credit hour of instruction is equivalent to 2.25 clock hours towards the 30 hours.

Since adjunct faculty are not required to attend faculty meetings or hold office hours, the 2.25 clock hour per credit hour will be used by Sterling College. Therefore, for an adjunct faculty member to be eligible for health care coverage, the faculty member would need to average 30 clock hours per week per calendar year. This is a total of 1560 clock hours. Using the above guidelines of 2.25 clock hours per credit hour of teaching load, and a course length of 15 weeks for a campus-based course and 8 weeks for an online course, then:

- a. A campus-based course would result in 33.75 clock hours per credit hour (2.25 hours per week\*15 weeks). A typical 3 credit course would accrue 101.25 clock hours.

- b. An online course would result in 18 clock hours per credit hour (2.25 hours per week \* 8 weeks). A typical 3 credit course would accrue 54 clock hours.

### **2.2.3.2 Special Case Administrator or Staff Rank**

Full-time administrators or staff who teach may be assigned faculty rank by the College based on teaching assignments, prior rank at a regionally accredited institution of higher education or foreign equivalent, or that rank which is commensurate with their qualifications.

### **2.2.4 Special Appointment Faculty**

#### **2.2.4.1 Professor Emeritus/a**

This designation may be assigned to regular ranked faculty who have limited or terminated their responsibilities as a ranked faculty member for valid reasons (e.g., retirement, illness) after ten or more years of distinguished service to the College and having attained a minimum rank of associate professor. A Professor Emeritus/a is so designated and appointed by the Board of Trustees, after recommendation by the President, the VPAA, and the FWFA Committee.

No compensation accrues by virtue of this designation unless the faculty member is offered a part-time term contract by the President to teach or fulfill other duties.

##### **2.2.4.1.1 Status and Privileges of Emeriti Faculty**

The College is committed to promoting close ties between itself and its faculty members who have reduced their teaching load or retired. To this end, the following assistance and privileges are available to these faculty:

- a. The College will provide meeting facilities for such former faculty members who may wish to meet as a group.
- b. After appointment to emeriti status, a faculty member may receive an emeritus employee card at the Student Life office. This card will provide (subject to current policies, restrictions and fees applicable to full-time faculty) access to the College recreational and athletic facilities, library, bookstore, and cultural, athletic and educational events.
- c. Such a faculty member may take any course(s) at the College tuition free. Further, if a spouse and/or dependent is pursuing a degree program under the tuition remission plan specified in the Handbook in force at the time a ranked faculty member is appointed to emeriti status, such benefits will continue until the spouse and/or dependent(s) have completed the degree program.
- d. The College, at the request of such a faculty member and provided that this person keeps a current address on file, will assure that notices of major campus activities are sent.
- e. Emeritus/a faculty members may attend the meetings and other activities of their former departments. However, only those who have active faculty status by current appointment may vote in these meetings and only in accordance with the voting rights attendant to the status they hold.
- f. All such faculty members, if they so wish, may participate in the College Keynote Convocation, Baccalaureate, and Commencement exercises.
- g. Emeritus faculty members may make use of the departmental secretarial services on a low priority basis.

##### **2.2.4.2 Visiting Appointments**

All visiting appointments are for a limited period of time with no intent of on-going employment. Visiting appointments are reserved for faculty members of other institutions, professors emeriti, and persons distinguished in their fields.

#### **2.2.4.3 Artist/Writer/Scholar-In-Residence**

The College may appoint to the faculty distinguished artists, writers, poets, and scholars to the special faculty status of artist/writer/scholar-in-residence. Such appointments shall be full-time or part-time depending on the needs of the College. The appointments are term contracts with no intent of on-going employment with such benefits as specified in a contract. The appointment of an artist/writer/scholar-in-residence does not prejudice the academic personnel rights of any other faculty member in respect to the contractual policies of this Handbook.

#### **2.2.4.4 Replacement Faculty**

The College, in consultation with the FWFA Committee, may appoint a replacement faculty member on full-time, pro rata part-time, or part-time contract. Service in such contracts does not count for three-year review, promotion, or sabbatical leave unless such service is recognized by the VPAA at the time of offering an initial contract.

#### **2.2.4.5 Endowed Positions and Programs**

In the event that resources of the College permit, specific faculty positions or programs may be endowed such that at least a portion of the expenses of the position or the program are provided by income from a designated continuing source.

Positions or programs may be endowed by significant gifts from benefactors of the College and the position or program name may well reflect the donor's intentions. When positions to be endowed are selected, the needs of the College's departments and curriculum are to be paramount and conditions for the endowment cannot be set which are not consonant with the College's mission.

A written description of the nature of the endowed position will be published prior to the search for the holder, or on the occasion of its announcement if the endowment supports a position or program already filled. The description will identify expectations for the holder of the position if any exist beyond the expectations in the Faculty Handbook and will identify any special arrangements attendant on the position.

If the income from endowment allows, there may be program perquisites or enhancements. These might include resources for additional equipment or library holdings or services, travel for students, professional travel for the faculty member, support for scholarly activities, and so forth. These arrangements will be published as a part of the description of the endowment plan.

Faculty appointed to the endowed position will undergo the evaluation process for new appointments and the contract sequence as described in Section 2.2.2 of the Faculty Handbook. Appointment to an endowed position does not relieve the faculty member of any of the responsibilities nor remove any of the protection of the Faculty Handbook.

In some cases, the position might be defined to include special expectations of the faculty member. This might include such activities as delivering a periodic scholarly lecture, publishing, scholarly activities, providing performances, or maintaining an academic research program. These expectations will be published as a part of the description of the position or in the faculty contract.

Special inaugural arrangements may be made when the position is established or filled.

#### **2.2.4.6 Online Faculty**

Online faculty are not eligible for extended contracts, promotion, sabbatical leave, or a forgivable loan. Sections 2.12.1.1.1 through 2.12.1.1.3 of the Faculty Handbook do not apply to these appointments. Because teaching loads and additional responsibilities for these faculty members are negotiated on an individual basis, their compensation is not subject to the Salary Worksheet. However, the College may appoint full-time faculty to teach online.

#### **2.2.5 Graduate Faculty**

Faculty members who teach and advise graduate students are a subset of the Sterling College faculty and as such are subject to the provisions of this Faculty Handbook. These faculty members will be limited to those who have current approval of the FWFA Committee and VPAA. The approval shall be based upon program requirements, periodic review of the qualifications, and performance of the faculty member in accordance with established criteria for graduate faculty membership.

### 2.2.5.1 Categories of and Qualifications for Graduate Faculty Membership

- a. **Full Member:** A faculty member at the rank of Assistant, Associate, or Professor who holds Member status on the Graduate Faculty must hold a terminal degree in the discipline. Members may teach graduate courses, serve on the Graduate Studies Committee, act as major advisors, and direct graduate projects, including theses. Member status on the Graduate Faculty is awarded for a period of three years and may be renewed.
- b. **Associate Member:** A faculty member at the rank of Assistant, Associate, or Professor who holds Associate Member status on the Graduate Faculty must have earned at least a master's degree in the discipline. Associate members may teach master's level graduate courses and serve on graduate advisory committees. With approval of the FWFA Committee and adequate justification, they may direct master's level projects, including theses. Associate members may serve on graduate-level policy making bodies. Associate Member status on the Graduate Faculty is awarded for a period of three years and may be renewed.
- c. **Limited Member:** A full-time, part-time, or adjunct faculty member who holds Limited status must demonstrate a unique competence in a specific discipline that is essential to the mission of the graduate program as determined by the FWFA Committee. The need and justification must be certified by the VPAA or Associate Dean. Limited status members may teach courses that require the unique competence, and may serve on graduate committees but may not serve as major advisor or direct thesis projects. The length of appointment shall be up to three years and can be renewed if the competencies are maintained.
- d. **Invited Member:** In special circumstances, approval may be given by the VPAA for a graduate course to be taught one semester by a full-time faculty member who is not a member of the Graduate Faculty or to a person of significant professional stature.

### 2.2.5.2 Performance Standards for Graduate Faculty Status

In addition to meeting the applicable faculty standards in Section 2.7.3-2.7.7 of the Faculty Handbook, faculty members appointed to the graduate faculty must also be engaged in scholarship. The Sterling College faculty recognizes that active engagement in scholarly activities is a critical and integral component of a graduate faculty member's professional activities. The faculty defines scholarship broadly and encompassing a variety of creative manifestations. This definition leads directly from the Sterling College mission to develop creative and thoughtful leaders who understand a maturing Christian faith, and from the College's core values of faith, calling, learning, integrity, service, and community. With this in mind, the faculty embraces the following four categories of scholarship as patterned after Boyer<sup>1</sup>.

**Discovery:** Discovery is that aspect of scholarship that adds to the body of knowledge available to society through research and investigation.

**Integration:** Integration involves "making connections across disciplines, placing specialties in larger context, [and] illuminating data in a revealing way." It is the scholarship of connecting and reinterpreting original research in a different or multidisciplinary context.

**Application:** For knowledge to serve the needs of humanity, scholars must be active in employ that knowledge in addressing needs and solving problems. Application as scholarship includes rigorous professional service tied directly to the academic discipline.

**Teaching:** Serious study and professional involvement undergirds scholarly graduate teaching. Teaching is a form of scholarship when faculty members push themselves and their students into

new and creative engagements with knowledge that inspire continued scholarship by the students.

### **2.2.5.3 Load Considerations**

- a. Each faculty member considered a Full Member (2.2.5.1 a) of the Graduate Faculty gets a release of 3 credit hours per year for scholarly activity as defined in 2.2.5.2.
- b. Each credit hour of a graduate course (course numbers 500 and above) count as 1.33 credits toward faculty load. For exceptions to this, refer to 3.2.

### **2.2.5.4 Procedure for Appointment to Graduate Faculty**

The VPAA or AVPAA may appoint faculty to the Associate, Limited, and Invited Membership statuses. Faculty members nominated for initial Full Member graduate faculty status by the VPAA or AVPAA will assemble the application materials for submission to the FWFA Committee. The Committee will determine eligibility for initial appointment to Full Member graduate faculty based on the faculty standards in Section 2.7.3-2.7.7 and on their scholarly engagement.

The application materials shall include:

- a. A current C.V.
- b. A plan of scholarly activity.
- c. For renewal of Full Member status the following items should be included as a part of the candidates review portfolio following the regular faculty evaluation process. Evidence could include, but are not limited to:
  - A copy of the previous plan of scholarly activity with evidence of the scholarly activity and a statement of alignment of the activities to the Sterling College definition of scholarship.
  - Copies of published articles/chapters/title page of book and publication information.
  - Copies of nationally refereed publications with documentation of the referee process (letter from editor describing the referee process or submission information contained in the journals or appropriate documentation indicating that the publication is juried).
  - Evidence of leadership in professional organizations, or professional presentations at conferences.
  - Evidence of scholarly teaching.
  - Title pages of completed student theses or projects.
  - Acknowledgements of professional service.
  - Evidence of grants received.
  - Evidence of professional endeavors and/or service to enhance the graduate program.
  - Evidence of program development activities that may include curriculum development, recruitment and retention of qualified graduate students, and the development of resources.

## **2.2.6 Clinical Faculty Ranks**

### **2.2.6.1.1 Clinical Instructor**

- a. Shall hold a master's degree or its equivalent in their teaching discipline.
- b. Shall be judged to have promise as a scholar and teacher.
- c. Shall be judged to have demonstrated effectiveness and mastery of skill as a clinician.
- d. Shall hold current certification and licensure as required by state and national regulations.
- e. Shall show evidence of an active Christian faith and promise for the integration of their faith into their teaching.

#### **2.2.6.1.2 Assistant Clinical Professor**

- a. Shall hold an earned doctorate from a regionally accredited institution of higher learning or foreign equivalent; or shall hold at least the master's degree in their teaching discipline and have two years of full-time experience at a regionally accredited institution of higher learning or foreign equivalent.
- b. Shall show evidence of an active Christian faith and promise for the integration of their faith into their teaching..
- c. Shall have consistently demonstrated effectiveness and development as a scholar, teacher, and clinician.
- d. Shall hold current certification and licensure as required by state and national regulations.

#### **2.2.6.1.3 Associate Clinical Professor**

- a. Shall hold a terminal degree or 63 total graduate credits including a master's degree, OR shall hold a master's degree in their teaching discipline, from a regionally accredited institution of higher learning or foreign equivalent.
- b. Shall have demonstrated contribution to the campus community, including but not limited to: involvement in faculty governance, sponsorship of student organizations/groups, leading campus Bible studies, and other demonstrated extracurricular involvement on campus.
- c. Shall have seven years of full-time experience, as defined in 2.7.2, if holding an earned doctorate or 63 total graduate credits including a master's degree, or eleven years of full-time teaching experience if holding a master's degree at a regionally accredited institution of higher learning or foreign equivalent.
- d. Shall have evidence of professional or scholarly activities, including research or publication, which may include a doctoral dissertation.
- e. Shall show evidence of the integration of Christian perspective within their teaching discipline.
- f. Shall have consistently demonstrated effectiveness and development as a teacher, scholar, and clinician.
- g. Shall hold current certification and licensure as required by state and national regulations.

#### **2.2.6.1.4 Clinical Professor**

- a. Shall hold an earned doctorate (to include a clinical doctorate) in their teaching discipline from a regionally accredited institution of higher learning or foreign equivalent.
- b. Shall have ten years of full-time experience at a regionally accredited institution of higher learning or foreign equivalent.
- c. Shall have demonstrated contribution to the campus community, including but not limited to: involvement in faculty governance, sponsorship of student organizations/groups, leading campus Bible studies, and other demonstrated extracurricular involvement on campus.
- d. Shall demonstrate professional or scholarly activities, including research or publication, which may not include a doctoral dissertation.

- e. Shall show evidence of the integration of Christian perspective within their teaching discipline.
- f. Shall have consistently demonstrated effectiveness and development as a teacher, scholar, and clinician.
- g. Shall hold current certification and licensure as required by state and national regulations.

## 2.3 Salary, Philosophy, and Worksheet

### 2.3.1 Salary Philosophy

In an effort to be as fair and equitable as possible, salaries of the full-time members of the Sterling College faculty are determined by the salary worksheet adopted by the faculty. Each salary is determined by a base salary amount which is established by the Board of Trustees, multiplied by the total increment based upon the faculty member's formal education, experience, academic rank, and in rare and exceptional cases - market considerations. The complete salary computation worksheet appears in section 2.3.2.

Market factor may be used when some positions are harder to fill than others due to high demand and low supply in the particular field. Consideration for market value will be determined by the VPAA, in consultation with the AVPAA and the FWFA Committee. This factor is an increment for the position, not for an individual.

The VPAA, with review by the AVPAA and the FWFA Committee, will determine each new faculty member's total increment. For continuing faculty, the VPAA will annually review each faculty member's total increment, update each with respect to formal education, experience, and academic rank, and send the new electronic Excel® worksheet calculation to the individual faculty member via email two weeks prior to contract issuance. Faculty will have one week to notify the VPAA of discrepancies before receiving the new contract for the next academic year. The VPAA will also inform the Human Resources of the new salary value.

Each faculty member's total increment can be reviewed by the faculty member at any time.

Any changes to the Sterling College Salary Worksheet will be recommended by the FWFA Committee, VPAA and AVPAA; approved by the Faculty Council; approved by the President; and approved by the Board of Trustees.

### 2.3.2 Sterling College Salary Worksheet

		<b>Increment</b>
Formal Education		
	<b>MA or MS only</b>	<b>0</b>
	<b>Grad. Hrs. beyond MA – to 50</b>	<b>0.003</b>
	<b>Specialist: e.g. CPA</b>	<b>0.1</b>
	<b>Terminal Degree; e.g. MBA MFA</b>	<b>0.15</b>
	<b>Doctorate</b>	<b>0.28</b>
Experience*		
	<b>Teaching:</b>	
	<b>College 0 -10 years</b>	<b>0.013</b>
	<b>11 – 20 years</b>	<b>0.015</b>
	<b>21 + years</b>	<b>0.017</b>
	<b>Non-college 0 – 10 yrs.</b>	<b>0.01</b>
	<b>Prior non-instructional experience related to teaching (5 yr. max)</b>	<b>0.005</b>
	<b>Prior research/scholarly activity in field (5 yr. max)</b>	<b>0.007</b>
Rank		
	<b>Instructor</b>	<b>0.01</b>
	<b>Assistant I</b>	<b>0.03</b>
	<b>Assistant II (Assistant I and three years Sterling College)</b>	<b>0.05</b>

	<b>Associate I</b>	<b>0.075</b>
	<b>Associate II (Associate I and three years at Sterling College)</b>	<b>0.10</b>
	<b>Professor</b>	<b>0.145</b>
	<b>Clinical Instructor</b>	<b>0.01</b>
	<b>Assistant Clinical I</b>	<b>0.03</b>
	<b>Assistant Clinical II (Assistant I and three years Sterling College)</b>	<b>0.05</b>
	<b>Associate Clinical I</b>	<b>0.075</b>
	<b>Associate Clinical II (Associate I and three years at Sterling College)</b>	<b>0.10</b>
	<b>Clinical Professor</b>	<b>0.145</b>

\* Should this NOT be followed for a year due to special circumstances, actual numbers must be shown in ( ) to aid in the next year's adjustments.

## **2.4 Types of Contracts and Contract Definition Policies**

All full-time faculty employment contracts at Sterling College make binding the principles and protections of this Handbook. It should be noted that these particularly include the rights of academic freedom, the responsibilities of professional conduct, the protections of the grievance process (except as specified in section 2.2.2), and the support of continuing professional evaluation.

### **2.4.1 Term Contracts**

Term Contracts at Sterling College are given to part-time per course faculty and special appointment faculty members, and are limited to the term of employment outlined in the letter of appointment. Term Contracts do not confer upon a faculty member an entitlement to continued employment after the term specified in the letter of appointment expires.

Term Contracts may also be used with full-time and pro rata ranked faculty in special circumstances as follows: all summer session contracts, replacements for one semester or year for faculty on leave on a full-time or pro rata basis; or, for short-term curricular needs. At the time of appointment, with the approval of the VPAA and after consultation with the President, full-time or pro rata Term Contracts may be counted as teaching experience leading toward extended contract status. No more than three consecutive academic year contracts of this type will be given a ranked faculty member with specific ranked faculty status (see section 2.2.2.1).

### **2.4.2 Initial Contracts**

For the first four years of full-time faculty employment at Sterling College, faculty members work under annual contracts. During the first three contract years, annual evaluations will be conducted (2.6, 2.7) to provide faculty members with timely information as to their demonstrated performance and fit with the mission of the College as established in this Handbook. Renewal of these annual contracts is subject to the successful fulfillment of these expectations and the conditions and needs of the College. Full-time faculty on an annual contract may be non-renewed during their first two years of employment without the right of grievance procedures described in Section 2.17.

A focused evaluation of the first three years' record will be conducted during the fourth year, pursuant to 2.7.1.c, to determine eligibility for an extended contract.

It is the obligation of the VPAA to document annually all concerns that might preclude renewal of the annual contract or an offer of an extended contract. It is the obligation of the faculty member to demonstrate competence and fit with the mission of the College.

### **2.4.3 Extended Contracts**

After the focused evaluation conducted pursuant to 2.7.1.c and upon recommendation of the FWFA Committee, the VPAA, and the President, the Board of Trustees will determine if the faculty member will be offered an extended contract. The extended contract is the regular contract plus a commitment for two

subsequent annual contracts. An extended contract is a commitment by the college of continued employment, but title, duties, and responsibilities may change.

This continuing relationship is both contractual and covenantal. It represents a shared commitment by the faculty member and the institution.

If the faculty member remains in good standing, each year they are reissued an extended contract. In the event that the VPAA and the President determine that such a faculty member's relationship to the College should end based on either performance or College needs, the College may issue a contract with only one additional year commitment, followed by a final annual contract the next year.

Those holding extended contracts will be reviewed every sixth year following the most recent evaluation or promotion with a developmental evaluation or, in special cases more often, under the provisions of 2.7.1.e, , if critical conditions are believed to exist. When critical conditions are determined to exist, it is the obligation of the FWFA Committee and the VPAA, to communicate in writing to the faculty member the specific conditions and possible avenues of remediation. No further commitments for renewal will be issued to such a faculty member until the critical conditions are corrected.

#### **2.4.4 Probationary Annual Contracts**

If, during the fourth year focused evaluation or during the sixth year developmental evaluation of an extended contract, specific deficiencies in professional performance are identified, an annual probationary contract may be offered. This contract will enumerate the deficiencies and the expectations for improvement. No faculty member will be continued on probationary annual contracts for more than three years.

#### **2.4.5 Issuance and Receipt of Contract**

All ranked full-time and pro rata part-time faculty contract offers for any academic year must be issued on or before March 1, and be returned within thirty days, or the first working day thereafter. If the contract offer is not accepted on or before the deadline stated on the contract, or a special arrangement made in writing with the VPAA, the offer will automatically expire.

All Term Contracts are issued on an individual basis as the necessity arises.

#### **2.4.6 Department Chair**

The chair of a department or program serves as organizational/administrative needs dictate and is appointed by the VPAA in consultation with the AVPAA and the President. The department chair responsibilities include preparation of annual course schedules and annual assessment reports, budgeting, and development of department/program plans. The chair has no direct personnel supervisory authority over full-time faculty within the department, but may be asked to participate in personnel evaluation and mentoring. The department chair is responsible for assisting the VPAA with the recruitment and hiring of faculty as necessary. The department chair may also be asked to assist the VPAA in the supervision of adjunct faculty within that department.

### **2.5 Personnel Records**

Because appointment as a faculty member may lead to a continuing relationship with the College, it is essential that there be adequate and detailed documentation to support every action involving each individual, especially those actions pertaining to appointment, promotion, extended contracts, layoff, and dismissal.

#### **2.5.1 Official Personnel File**

The Office of Human Resources maintains an employee file as outlined in the Employee Handbook. In addition, the following documents will normally be found in each faculty member's file in the Academic Affairs Office:

- a. letters of application (originals) and application resume;
- b. appointment and acceptance letters (originals);
- c. personal data information (race, gender, date of birth, marital status, etc.);
- d. hiring transaction documents;
- e. performance reviews, evaluations and self-reports generated as a result of reviews;
- f. contracts;
- g. official transcripts;
- h. information the faculty member wishes to be included; and
- i. documentation of required extra responsibilities.

The VPAA is expected to record and document any and all incidents or information related to faculty conduct inconsistent with section 3.1 of the Code of Professional Ethics, found in the Appendix.

Faculty files are available to people other than the faculty member only for purposes of appointment, evaluation, promotion or dismissal of faculty members or for review of information related to a faculty-initiated grievance contingent on the following provisions. The faculty member may authorize in writing access to his or her file to persons that he or she may choose. In addition, the VPAA is responsible for these files and has administrative access to them. Any other access is limited to the President, representative(s) of the Student Impact Committee of the Board of Trustees upon designation by that committee and only for purposes of duly authorized review of faculty, the Mediation and/or Review Committee (see 2.17) involved in a faculty-initiated grievance, and legal counsel for the College.

The faculty member may examine the file in the presence of the VPAA or designee, and for the cost of duplication, obtain copies of any matters in the official personnel file. Any such copies will be made by a member of the VPAA's staff.

The official personnel file will be kept in strictest confidence and will be available for confidential use only to the individuals indicated above. These individuals may examine the file in the presence of the VPAA, but are not permitted, without the consent of the faculty member, to make or have copies made of any documents in the file. A log shall be kept with each faculty file indicating the date, person and purpose of each examination of the file beyond administrative access by the VPAA. Further, the College may permit access to and copying from such files pursuant to lawful requests and identification of federal or state agencies relevant to investigations, hearings, or other proceedings pending before such agencies or the courts.

### **2.5.2 Personnel Files for Part-Time Per Course and Special Appointment Faculty**

In addition to the employee file maintained by the Office of Human Resources, the Academic Affairs Office will maintain a separate file for each of these faculty which will normally contain the following:

- a. a copy of the faculty member's term contracts;
- b. the faculty member's official credentials and resume;
- c. copies of any faculty evaluations;
- d. information the faculty member wishes to place in this file on professional background or accomplishments;

Access to such files is defined in Section 2.5.1.

## **2.6 Faculty Responsibilities**

### **2.6.1 General Statement**

Membership in the academic profession carries with it responsibilities for the advancement of knowledge, the intellectual growth of students, and the improvement of society. Faculty must order and evaluate their personal and professional development in terms of their commitment to these goals.

Sterling College is a Christian College, presenting a Christ-centered education as an essential part of its mission. As a part of their professional responsibility, faculty, full- and part-time, are expected to demonstrate in both their personal and professional lives, a personal behavior and Christian faith in conformity with the mission of the College. Further, faculty, both full- and part-time, are expected to engage in professional and scholarly activities exploring the relationships of their Christian faith with their discipline. The faculty have a special obligation to understand and support Sterling College and to appreciate its mission.

Sterling College has certain legitimate expectations about the conduct of academic professionals. The following statements outline these obligations.

### **2.6.2 Teaching and Advising as Principal Responsibilities**

Faculty members are appointed with the expectation that they will be principally occupied with the academic growth and development of students during all terms of the academic year. The paramount responsibilities of the faculty member are teaching and advising and to emulate the core values of Sterling College: service, faith, integrity, calling, learning and community. Faculty are encouraged to communicate with Department Chairs, the AVPAA, and the VPAA for encouragement, guidance and support in these areas.

#### **2.6.2.1 Teaching Expectations**

Since teaching requires a continuing concern for the students' learning, each faculty member is responsible for the following:

- a. selecting materials, planning course activities, and aligning assessments that meet the department approved objectives (goals or outcomes);
- b. providing a copy of course syllabi within the first week of the start of classes each semester (using required Sterling College template) to the Academic Affairs Office, department chairs and students;
- c. informing students of course outcomes, objectives, and requirements in all syllabi;
- d. planning and implementing instructional activities which fulfill course outcomes and objectives and promote learning;
- e. evaluating student progress and returning student assignments and exams in a timely manner;
- f. providing reasonable accommodations to students who have provided the Sterling College accommodations officer with the appropriate documentation in order to be identified as requiring reasonable accommodations for a recognized learning disability;
- g. keeping regularly scheduled and posted office hours. Faculty are expected to keep a minimum of 10 hours per week (two hours per day advised), to be available to students, colleagues and administration. Virtual hours are also highly recommended for effective communication between faculty and students. All office hours should be highlighted in each syllabus, listed on schedule sheets filed with the Academic Affairs office and posted on the instructor's office door.
- h. developing and maintaining course content in the Sterling College learning management system, including a complete and accurate gradebook; and
- i. using the early alert system to report issues with student attendance, performance, etc.

#### **2.6.2.2 Advising Expectations**

Advising requires a genuine and sustained concern for the students' academic, personal, and professional growth. Each faculty member is responsible for the following:

- a. advising new students of the essentials of the academic liberal arts program, planning class schedules, and monitoring their adjustment to the College setting;
- b. advising departmental majors in setting academic and professional goals, ensuring that the College and departmental requirements are understood and met, and overseeing their professional and personal development; and
- c. directing all students who need professional and/or academic assistance to the appropriate office or person.

### **2.6.3 Support Responsibilities**

Activities under this section support general institutional well-being so that teaching and advising may continue as primary institutional activities. The supportive status of these activities does not mean they are unimportant or optional. Faculty members are required to assist the College's professional staff in recruiting and retention efforts. Faculty members are also required to interact professionally and in a timely manner with various administrative offices on campus, including but not limited to Academic Affairs, the Registrar, the Bookstore and Academic Support. This will be assessed during evaluations and promotion reviews through a survey of administrative offices.

#### **2.6.3.1 Student Recruitment**

Student recruitment is essential to the life and well-being of Sterling College. Faculty members are required to participate in activities, efforts, and other programs of student recruitment, including visiting with prospective students while they are on campus, calling prospects interested in their programs when leads are provided by the admissions staff, recommending students for appropriate scholarships, and generating interest in their programs among prospective student pools.

#### **2.6.3.2 Student Retention**

Student retention is vital to the program and mission of Sterling College. Faculty are to work to strengthen the retention efforts of the College, without compromising the integrity and quality of their courses.

#### **2.6.3.3 Service to the College**

Faculty members participate in shared decision-making and community life of the college. They are encouraged to attend chapel, convocations, performances, academic and athletic events, and other campus activities. They are expected to participate in the following:

- a. regularly attending and taking part in meetings of the full faculty and the department (i.e. Faculty Retreat, Professional Development Days, Orientations, other meetings requested by the Office of Academic Affairs);
- b. regularly taking part in faculty governance when requested by Faculty Council or one of its sub-committees;
- c. being available for the work of College committees outside of faculty governance;
- d. completing required assessment responsibilities by the assigned due date;
- e. attending baccalaureate, commencement, and similar all-College events;
- f. participating fully as needed in all accreditation reviews and related ongoing responsibilities such as those of the Higher Learning Commission and Kansas State Department of Education;
- g. performing any reasonably expected assigned additional duties as approved by the FWFA Committee.

#### **2.6.3.4 Service to the Profession**

All faculty members have an obligation to maintain a high level of professional competence and to keep abreast of developments in their field. Faculty members are encouraged to support and be active in appropriate professional organizations.

#### **2.6.3.5 Service to the Student Body**

In addition to their responsibilities in advising, faculty members are also encouraged to serve the student body in other ways when appropriate.

#### **2.6.3.6 Service to the Community**

Faculty members are encouraged to provide service to the community.

### **2.7 Evaluation**

The evaluation of professional performance is essential to the life of the College. The purpose of evaluation is to assess faculty performance and to provide information to the faculty member to assist in professional growth and improvement. Evaluation also provides information to the College through the office of the VPAA so that appropriate decisions can be made about contractual status and faculty rank.

Evaluations should address both the professional competence of the faculty member on those factors identified below and the fit of that faculty member with the mission of the College. The results of evaluations shall be communicated fully to the faculty member.

In addition to the regular evaluation process for full-time faculty, because of the unique split of responsibilities, clinical faculty will additionally be evaluated in accordance with current staff evaluation procedures.

#### **2.7.1 Types of Evaluations**

While the evaluation processes all incorporate similar data and involve the FWFA Committee, the AVPAA, the VPAA and the faculty member, the specific purposes of the evaluations differ.

- a. Initial evaluations, conducted in each of the first three years of full-time employment, are designed to determine the compatibility of the faculty member with the College, the faculty member's ability to meet the performance expectations of the College as identified in this Handbook, and to provide guidance for improvement to the faculty member.
- b. Part-time per course initial evaluations, conducted in each of the first three semesters that a part-time per course faculty teaches a specific course, are designed to determine the compatibility of the part-time per course faculty's compatibility with the College, ability to meet the performance and learning objectives of the specific course, and to provide guidance for course improvement.
- c. Focused evaluations, conducted in the fourth year or on the occasion of review for promotion, are designed to determine whether the faculty member meets the criteria established in this Handbook so successfully that he or she is eligible for recommendation to the President and Board of Trustees for the extended contract or promotion. The burden of proof is on the faculty member to make the case for eligibility.
- d. Part-time per course focused evaluations, conducted in the fourth semester that a part-time per course faculty teaches a specific course, are designed to determine whether said faculty has demonstrated historical aptitude in meeting performance and learning objectives of the specific course and if the faculty is compatible with the College. Items collected in this review are a classroom observation performed by the department chair or their designee, a letter of recommendation from the department chair, a current curriculum vitae of said faculty, and all IDEA from the previous occurrences of the said faculty teaching the specific course. The material is collected by the office of the VPAA and is reviewed by the FWFA Committee for approval. Once said faculty has been reviewed and endorsed by the FWFA committee, they will repeat said

evaluation every third academic year. In the event that said faculty is not endorsed by the FWFA, the faculty will continue with part-time per course initial evaluations.

- e. Developmental evaluations, conducted every sixth year following the most recent evaluation/promotion for faculty on extended contracts, are to provide each faculty member an occasion for a self-review, and for the VPAA to note the faculty member's development as a professional, for registering concerns of the faculty member or the VPAA, for determining the faculty member's progress on personal and professional goals, and for affirming the faculty member's contribution to the life of the College community.
- f. Other evaluations may be conducted when special circumstances indicate a serious condition may exist. The AVPAA and/or VPAA will inform the faculty member that problems have been identified. The VPAA, in consultation with the President, will determine the scope and focus of the evaluation.
- g. All faculty members are required to participate in all applicable evaluations outlined above in a. through f.

### **2.7.2 Faculty Experience**

The ordinary, full-time ranked faculty experience required for each rank is described in Section 2.2.2.1. A year of full-time, ranked faculty experience means that an individual has fulfilled the duties and responsibilities of a ranked faculty member for a complete academic year (as defined in Section 2.12.1.1.1).

### **2.7.3 Effective Teaching**

Sterling College recognizes that effectiveness in teaching is one of the most important attributes of a faculty member. Teaching effectiveness is defined as follows:

- a. developing, organizing, and implementing course outcomes which are independently judged to be significant in that discipline;
- b. providing appropriate, timely, understandable feedback (i.e., grades, attendance, etc.) to students about their progress on stated objectives;
- c. consistency among course outcomes, objectives, class activities, and evaluations; and
- d. positive response to the course experience among students.

Teaching effectiveness can be assessed by evidence generated from the following sources:

- a. self-evaluation;
- b. peer evaluations;
- c. student evaluations;
- d. student interviews;
- e. a review of course syllabi by peers inside or outside the College; and
- f. classroom observations conducted by the VPAA or his or her designee.

### **2.7.4 Effective Advising**

Faculty members have an obligation to serve as academic advisors for students. Faculty members are responsible for careful and professional advising, for acting as initial advisors to the students for selecting courses, and for guiding them in selecting a major.

A good advisor will:

- a. initiate advising contacts and be available for student initiated contacts;
- b. demonstrate a genuine personal interest in the student's total experience at Sterling College;
- c. clearly communicate general education and major requirements to his/her advisees;
- d. allow students freedom of choice in decision making, even to leaving the program if they so desire.

Effectiveness in advising will be assessed by evidence generated from the following sources:

- a. self evaluation;
- b. advisee evaluations;
- c. evaluation by Registrar.

### **2.7.5 Effective Recruiting**

The role of faculty is pivotal to a successful enrollment services program. Not only are teaching methods and styles important, but how faculty communicate with students, their peers, and staff, and how actively faculty participate in retention programs are essential to building successful programs that are attractive to students and parents seeking a college which meets their requirements and expectations.

Key indicators of effectiveness may include, but are not limited to;

- a. willingness to meet with prospects when asked;
- b. following up with leads via telephone calls, mailings, or email;
- c. nominating for scholarship opportunities for qualified students;
- d. indications by enrollment staff of a cooperative role played by the faculty member;
- e. indicators that faculty efforts are well-received by prospective students and/or their families.
- f. participating in off-campus presentations and recruiting events

### **2.7.6 Effective Retention**

Faculty members are expected to work with the Vice President of Student Life in activities, efforts, and other programs of student retention.

### **2.7.7 Effective Librarianship**

The primary function of a College librarian is to bring the student together with the resources that are needed or wanted. The librarian will effectively carry out this function by the following:

- a. developing objectives reflective of the education program of the College and ongoing advances in the theory and practice of librarianship;
- b. establishing and maintaining a range and quality of services to promote the academic program and encourage optimal library use including online resources and databases;
- c. administering the library in a manner which permits and encourages the fullest and most effective use of available library resources;
- d. helping students learn to use the library effectively and efficiently by giving individual and expert reference service and carefully planned instruction.

Librarian effectiveness will be assessed by the use of standard library evaluation tools as well as appropriate teaching effectiveness evaluation sources as identified in 2.7.3.

## **2.8 Promotion Policies and Procedures**

Sterling College seeks to sustain and improve its academic stature. Maintaining and improving the quality of the faculty is a primary means of achieving these ends. Promotion in academic rank is a means by which the College encourages, recognizes, and rewards faculty members for excellence in the performance of their profession.

### **2.8.1 Eligibility for Promotion**

Faculty members are promoted on the basis of the fulfillment of their qualifications discussed in this section, in Section 2.7, "Evaluation" and in Section 2.1, "Definition of Academic Faculty."

A faculty member ordinarily is not eligible for advancement until the minimum length of time in current rank has been completed (Sec. 2.2.2.1). Therefore, the faculty member submits an application for promotion in the final year of the required minimum years of experience. However, the VPAA and the President may recognize superior service by recommending an earlier advancement in rank. Sabbatical leave and leave with pay will count in the satisfaction of years in rank toward promotion (See Section 2.11.1 and 2.11.3).

### **2.8.2 Procedures for Promotion Review**

The VPAA will remind faculty members each fall of the opportunity to apply for promotion. Each faculty member seeking promotion must respond to the VPAA by making application for advancement by the date established by the FWFA Committee. Upon receipt of application, the VPAA will notify all candidates of their responsibilities concerning the review file and the deadlines to be met. Finally, the VPAA, in consultation with the AVPAA and the FWFA Committee, will conduct a focused evaluation of all candidates who apply for advancement.

#### **2.8.2.1 Promotion Review Files**

The FWFA Committee will review the evidence from the focused evaluation and other documentation included in the promotion file. The review file shall contain evidence that the criteria commensurate with the sought rank have been met (sections 2.2.2.1 and 2.7), including a self-reflection based on sections 2.7.3-2.7.7, resume, student class evaluations (both quantitative and qualitative data) and performance evaluations by the VPAA and/or the AVPAA or Department Chair. The file should also contain reports of advisee surveys, administrative offices survey (2.6.3), evidence of scholarly activity, peer classroom observations, outcome evaluations of student learning, and any applicable information from the personnel file. The review file may also contain testimonials from experts in the candidate's field (and other supporting evidence) solicited by either the FWFA Committee or the candidate. At no time will the material in the Review File be available to anyone other than those who have a procedurally defined right to access and the candidate. The promotion file will become part of the personnel record of the faculty member at the conclusion of the review process.

#### **2.8.2.2 Action on Promotion**

Recommendation for promotion is based first on a judgment by the FWFA Committee of whether the individual meets the criteria established in Sections 2.2.2.1 and 2.7. The Committee will notify the faculty member and the VPAA of the recommendation.

The VPAA communicates the approved recommendations of the committee to the President along with his or her own evaluation. The President then makes known his or her recommendation to the Board of Trustees. Following the action of the Board of Trustees, the President or designee will notify the candidate.

When an application for promotion is approved, the promotion in rank will take effect on the beginning date of the next academic year.

## **2.9 Separation**

### 2.9.1 Resignation (effective beginning with the 2021-2022 contracts)

A faculty member employed on a term contract may resign prior to the end of the term only with the consent of Sterling College. Should the faculty member terminate the contract and/or fail/or refuse to fulfill responsibilities as set forth in the contract and this Handbook during the academic year, the College may withhold all sums due the faculty member through the expiration date of the current contract.

Should the faculty member sign an employment contract for the upcoming academic year and then break the contract prior to the upcoming academic year, the College may assess liquidated damages, which may not be easily ascertained, and may include, but are not limited to: (a) the cost of recruiting time spent and expenses required to find the best possible replacement, (b) adjustments and changes in faculty member responsibilities to meet the needs of students until a replacement is employed, and (c) difficulties associated with attempting to satisfy the expectations and needs of students. In the event that a faculty member resigns after submitting a signed employment contract or fails to honor the terms of their employment contract, the faculty member shall pay liquidated damages to the College according to the following scale:

<u>Month of Resignation</u>	<u>Liquidated Damages</u>	<u>Contract Payout</u>
April (prior to contract term start)	\$500	\$0
May (prior to contract term start)	\$500	\$0
June 1-15 (prior to contract term start)	\$1000	\$0
June 16-30 (prior to contract term start)	\$2000	\$0
July (prior to contract term start)	\$2500	\$0
August	\$3000	pro-rated to the day of resignation
September	\$3000	pro-rated to the day of resignation
October	\$3000	pro-rated to the day of resignation
November	\$3000	pro-rated to the day of resignation
December	\$3000	pro-rated to the day of resignation
January	\$3000	pro-rated to the day of resignation
February	\$3000	pro-rated to the day of resignation
March	\$3000	pro-rated to the day of resignation
April	\$3000	pro-rated to the day of resignation
May (Before classes end)	\$3000	pro-rated to the day of resignation

NOTE: In the event that the College owes the faculty member additional salary amounts after the faculty member has resigned or fails to honor their employment contract, the College may deduct the amount of the liquidated damages or any portion thereof from the amount owed to the faculty member by the College.

However, it is understood that the faculty member may petition the College that all or part of such liquidated damages be waived. Upon receipt of such request for waiver of the liquidated damages by the FWFA Committee, the President of the College and the VPAA, upon the recommendation from the FWFA, shall determine whether the liquidated damages or any part thereof shall be charged. Such factors as timeliness of the notice to dishonor, good faith of the employee, and other relevant circumstances will be considered.

A faculty member's contract will remain in force until that faculty member is officially released by Sterling College. In general, the faculty member will be released from his or her contract upon the hiring of a qualified replacement who meets all of the criteria for recruitment outlined in this handbook.

### 2.9.2 Retirement

Faculty who intend to retire should notify the VPAA in writing by the end of the fall semester.

### 2.9.3 Dismissal for Cause

Any employment contract agreement may be terminated by the College for just cause at any time during the school year, subject to the College grievance procedure.

### **2.9.3.1 Criteria**

The contractual rights of a faculty member may be terminated by the College for just cause. Just cause shall include, but not be limited to incompetence; dishonesty, including but not limited to plagiarism, falsification of academic credentials and misappropriation or misapplication of funds; failure to perform assigned duties; breach of the terms and conditions of employment; knowing or reckless violation of established legal rights of students or employees of the College; knowing or reckless violation of the canons of professional ethics of the Faculty or of recognized canons of ethics of the faculty member's discipline or profession; moral turpitude; or behavior that is fundamentally inconsistent with the mission, vision, and/or values of the College.

### **2.9.3.2 Notice**

If the College determines to terminate contractual rights of a faculty member pursuant to this Section, the College shall provide the faculty member with written notice of such determination no less than thirty (30) calendar days prior to the effective date of such termination. If, however, the College determines that an immediate termination is necessary in order to safeguard the health and safety of the faculty member, students or employees of the College, or in order to prevent the disruption of the normal operations of the College, the termination may be made effective without prior written notice so long as written notice is provided as soon after the termination as is reasonably practicable. The notice shall contain a specification of the cause for the termination, a summary description of the evidence relied on by the College in specifying the cause, and a reference to the faculty member's right to process a grievance pursuant to Section 2.17. Notice shall be sufficient if placed in the ordinary U.S. mail, first class, postage prepaid and addressed to the faculty member at the last address provided by the faculty member to the Human Resources of the College.

### **2.9.3.3 Review**

If the College notifies a faculty member of termination of contractual rights pursuant to this Section, the faculty member may file a grievance under Section 2.17. In any grievance of a termination for cause, the College has the responsibility to demonstrate that just cause existed for the termination. The faculty member will be given an opportunity to respond to the College's explanation for the termination, and to explain her/his version of the circumstances. The faculty member may at the same time file any other grievance he/she may have at the time of termination. Other grievances will also be subject to the procedures in Section 2.17.

## **2.9.4 Retrenchment**

### **2.9.4.1 Criteria**

The College may determine not to renew contracts of faculty members when the Board, in consultation with the President, determines it is necessary to alleviate a financial exigency within the College, or a subunit thereof, or to effectuate a reorganization, elimination or curtailment of academic program or courses of study of the College. Financial Exigency is defined as the critical, pressing or urgent need on a part of the institution to reorder its monetary expenditures within the institution in such a way as to remedy and relieve the state of urgency within said institution created by the inability of the institution to meet its annual monetary expenditures with sufficient revenue to prevent a sustained loss of funds.

### **2.9.4.2 Preparation of a Plan**

Standing committees of the Faculty Council may be requested to make recommendations to the VPAA and the President regarding faculty reduction. The responsibility for drafting a plan for faculty reduction lies with the VPAA and the Associate Dean.

### **2.9.4.3 Notice**

If the College determines not to renew the contract of a faculty member pursuant to this section, the College shall provide written notice by March 1 of the current contractual year. The notice shall specify the cause of the termination or reduction, provide a summary description of the facts relied on by the College in specifying the cause, and a reference to the faculty member's right to process a grievance pursuant to

Section 2.17. Notice shall be sufficient if placed in the ordinary U.S. mail, first class, postage prepaid and addressed to the faculty member at the last address provided by the faculty member to Human Resources of the College.

#### **2.9.4.4 Alternative Positions**

Faculty members whose employment contracts are terminated or who are reduced in FTE will be eligible to transfer to any other vacant position at the College for which he/she is qualified, subject, however, to the terms and conditions of employment attendant to that position. A faculty member's qualification for a vacant position may be determined by the President in consultation with the appropriate Vice President based upon the job description for the position, if any, and after consultation with the supervisor of the administrative unit within which the position is located. A faculty member who exercises the rights accorded under this paragraph and who is determined by the President to be qualified will have a pre-emptive right to the position over any other applicant except another faculty member exercising the rights accorded under this paragraph who is also qualified and has greater length of service with the College. Length of service will be equivalent to the years of service credited to the faculty member under the College retirement plan.

#### **2.9.4.5 Review**

If the College notifies a faculty member of termination or reduction of contractual rights pursuant to this section, the faculty member has the same recourse to review and grievance procedures described in Section 2.17.

### **2.10 Academic Freedom and Professional Ethics**

#### **2.10.1 Academic Freedom**

Academic freedom is essential and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries duties correlative with rights.

The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of required academic duties.

The faculty member is entitled to freedom in the classroom in discussing his or her subject, and is supported in introducing controversial issues relevant to the course.

The faculty member is a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a member of a learned profession, he/she should be free from institutional censorship or discipline. When appropriate, the faculty member should indicate that he/she is not an institutional spokesperson.

##### **2.10.1.1 Special Academic Freedom Considerations for Librarians**

Librarians are free from fear of dismissal or reprisal for carrying out job-related tasks such as those listed below:

- a. the selection of publications, including determination of what to discard from an existing collection and what to accept or refuse from donors;
- b. determination of restrictions on circulation or on access with regard to library materials;
- c. the determination of the degree of prominence in the shelving of selected library materials;
- d. the issuing of bibliographies that might include controversial publications; and
- e. the advising of students as to what to read or study.

## **2.10.2 Code of Professional Ethics**

Although no set of rules or professional code can either guarantee or take the place of the faculty's personal integrity, the faculty of Sterling College believe that a written code of ethics may serve as a reminder of the variety of obligations assumed by all members of the academic profession. The Code of Professional Ethics found in appendix 3.1.

## **2.10.3 Violations of Academic Freedom or Professional Ethics**

Disputes involving a charge that a faculty member's academic freedom has been abrogated or that professional ethics have not been maintained by colleagues or the administration are to be settled through the established Grievance Procedures (Section 2.17).

## **2.11 Faculty Development**

### **2.11.1 Faculty Leave**

#### **2.11.1.1 Sabbatical Leave**

A faculty member will become eligible for a Sabbatical leave after six years of continuous service at Sterling College, provided he or she shall not have been granted a leave of absence during that time period. The sabbatical must be for one or several of the following purposes:

- a. research,
- b. academic improvement,
- c. other approved project.

The outline of study shall be approved by the Academic Affairs Committee, the FWFA Committee, the VPAA, and the President.

The faculty member may choose one of two plans:

- a. one academic year at one-half salary, or
- b. one semester at full salary, the salary being based on that of the year of leave.

The sabbatical salary is paid on a loan basis to the faculty member at an annual interest rate equal to the prime rate at the beginning of the sabbatical. If the faculty member returns to the College and continues to serve the College in an acceptable manner for two more years, the loan will be canceled along with the interest thereon. In the event the faculty member chooses to resign before the two full year period is completed, his or her obligation to the College shall be reduced by one-half for each full year of service rendered after the sabbatical.

#### **2.11.1.2 Educational Leave**

After three years of full-time faculty employment at Sterling College, a faculty member is eligible to apply to the VPAA for a leave of absence of no more than one year for the purpose of pursuing an advanced degree.

The outline of study shall be approved by the FWFA Committee, the VPAA, and the President.

The faculty member may choose one of two plans:

- a. one academic year at one-half salary, or
- b. one semester at full salary, the salary being based on that of the year of leave.

The educational leave salary is paid on a loan basis to the faculty member at an annual interest rate equal to the prime rate at the beginning of the educational leave. If the faculty member returns to the College and continues to serve the College in an acceptable manner for three (3) more years, the loan will be canceled along with the interest thereon. In the event the faculty member chooses to resign before the full three (3) year period is completed, his or her obligation to the College shall be reduced by one-third for each full year of service rendered after the educational leave.

### **2.11.1.3 Other Development Leave**

From time to time, full-time faculty members may have special opportunities to contribute their expertise in mission, church, government, scholarly or other service deemed consonant with the mission of Sterling College which would benefit both the faculty member and the College and require the faculty member to be absent from teaching at Sterling College for a period of time. In such instances, a plan for leave, including a request for non-salary benefits, shall be submitted by the faculty member for approval by the FWFA Committee and the VPAA. The faculty member is expected to return to Sterling College after the leave. In no case shall this leave of absence exceed two consecutive academic years. Time spent on this type of leave does not count toward the six year requirement for sabbatical leave.

### **2.11.2 Faculty Development Funds**

Faculty development funds are provided by the College to facilitate and nurture the professional growth and academic enrichment of faculty members. In collaboration with the VPAA and the AVPAA, the FWFA committee is responsible for the allocation of these funds. The committee will have discretion in determining individual allotments from the total annual allocation so as to facilitate an equitable distribution over time.

To receive *full consideration*, applications for faculty development funds must be received in the VPAA office prior to any disbursement by the date established by the FWFA Committee. An expense report needs to be filed with the VPAA office. (These forms are available on the SC website).

Allocations have also been used for, but are not limited to, conferences (attending and/or presenting), membership dues in professional or academic organizations, or the purchase of books and journals for academic and research purposes related to the respective fields of faculty members. Faculty need to submit copies of expenses for membership dues and academic purchases to the VPAA office for approval by the FWFA Welfare Committee and subsequent reimbursement. Any materials or resources purchased with faculty development funds automatically become the property of Sterling College.

### **2.11.3 Load Reduction**

Full-time faculty are eligible to receive up to 3 credits in load reduction after teaching full-time for three years, and will be given notice of eligibility by the VPAA. After notification, faculty members should present a study plan for approval by the FWFA Committee and the VPAA. Other academic projects may qualify for study credits but these will be approved by the FWFA Committee and the VPAA on a case-by-case basis.

### **2.11.4 Forgivable Loan for Faculty Graduate Degrees**

#### **2.11.4.1 Forgivable Loan Policy Philosophy**

To recruit, retain, and develop competent faculty, Sterling College endeavors to encourage its faculty members to continue studies for advanced degrees in their respective fields. Consequently, a moderate amount of financial help is made available to faculty members who undertake a program of graduate study applying directly toward a graduate degree.

#### **2.11.4.2 Forgivable Loan Information**

Full time faculty who are enrolled in a graduate degree program which has been approved by the college as meeting the terminal degree requirements needed for a specific department and for the faculty member, can apply for financial assistance for direct costs associated with the degree program.

- a. Funds will be available after the first year of service at Sterling College and a favorable review by the VPAA (VPAA).
- b. Expenses can include tuition, fees, books, supplies, and travel.
- c. The maximum amount an individual can borrow will be determined by the VPAA, the Faculty Welfare Committee, and the faculty member making the request.
- d. Documentation of projected and actual expenses to be covered by the loan must be provided by the faculty member on the "Application for Forgivable Loan for Faculty Graduate Degrees" form shown below.
- e. If a faculty member is employed after a terminal degree program has already begun, retroactive payments will **not** be made by the college for portions of the program which are already completed.
- f. The loan may not be used to earn a second master's or second doctor's degree. Special exception may be granted by the VPAA, with approval of the FWFA Committee, in situations where an institutional need warrants the need for further faculty development through the pursuance of additional education.
- g. The loan will be forgiven at the rate of 10% per completed year of college service while the participant is earning the degree.
- h. The loan will be forgiven at the rate of 20% per year of college service following the completion of the degree.

#### **2.11.4.3 Forgivable Loan Procedures**

The following procedures will be observed in administering the Forgivable Loan Program:

- a. The faculty member desiring to benefit from the forgivable loan program should complete the "Application for Forgivable Loan for Faculty Graduate Degrees" (section 2.11.5.5) form and submit it to the office of the VPAA.
- b. The President and the VPAA, upon receipt and evaluation of the faculty member's application, will grant or deny approval of the application.
- c. Upon approval of the application, each request from the faculty member for disbursements of loan funds should be processed through the office of the VPAA.
- d. As long as the faculty member remains in good standing with the college, the loan forgiveness as outlined above in 2.11.5.2 G and H will be followed.

#### **2.11.4.4 Forgivable Loan Alternative Repayment Guidelines**

A faculty member, for a variety of reasons, may choose to end his/her relationship with the college. In that event and if he/she has benefited from the forgivable loan program, the following guidelines will be used to insure repayment of the loan.

- a. If the faculty member leaves the college at any time after receiving funds from the forgivable loan program but before the completion of the loan's forgiveness, the balance of the loan must be repaid. The college and the faculty member will negotiate a repayment schedule for the amount borrowed to date. Interest reflective of the prevailing rates will be charged on the unpaid balance.

- b. If the faculty member withdraws, with the approval of the college administration, from active pursuit of the degree program and continues to teach at Sterling College, the amount loaned will be forgiven at a rate of \$500 per year of full-time teaching.
- c. If the college initiates termination of a faculty member who has benefited from the forgivable loan program but before the completion of the loan's forgiveness, the remaining unforgiven loan balance may not be fully forgiven.

## **2.12 Workload and Outside Activities**

### **2.12.1 Primary Work Load**

#### **2.12.1.1 Teaching Duties**

##### **2.12.1.1.1 Academic Work Year**

The academic work year begins in the fall, ten (10) working days *prior* to the first day of classes on campus. In a similar fashion, the academic work year comes to a close ten (10) working days *after* the date of spring commencement activities. Faculty are expected to be available for all institutional and academic activities during the academic work year.

Full-time faculty members are paid on the basis of a 12-month year. Faculty members, if available, are expected to perform shared governance duties, as well as interviewing prospective faculty members and student recruitment/registration occurring in June and July. Nine months constitutes the normal academic year when faculty teach, advise, recruit, and participate in shared governance activities. This development period for *pro rata* faculty will be determined by the *pro rata* status.

The weeks prior to the beginning of fall semester are considered an essential preparatory time for the upcoming academic year. Events will include (but not limited to) such things as new faculty orientation, faculty retreat, faculty development days, integration techniques and strategies, departmental planning and assessment, curriculum development, workshops to prepare for freshman and senior seminars, advisor training, and new student orientation. The weeks following the end of the spring semester will provide time for closure to the academic year. Among other things, recruitment, summer advising and registration, institutional assessment reports, and next year's professional and department goals will receive attention.

During these established dates prior to the first day of fall classes and following commencement, specific time will be allocated for both faculty work days as well as professional development opportunities, which will be established by the VPAA, with the guidance and consultation of the **Professional Learning Committee**.

If any teaching member of the faculty is asked to be on duty for a longer period than is customary with the established contract year, or beyond the outlined contract dates, he or she will receive additional compensation. Requests for such compensation must be pre-approved by the VPAA *in advance of the date(s) of duty*, and will be compensated at an hourly rate of \$25/hour, or at a figure to be established by the VPAA and in consultation with the faculty member(s).

##### **2.12.1.1.2 Standard Workload**

Faculty workload requirements are based primarily on credit hours taught. The credit hour load reflects actual time in class with students, preparation for that class work, and time outside of class providing feedback on student assignments. Furthermore, general professional involvement in the discipline contributes to student learning by modeling professional activity for students and providing a continuing learning context for the faculty member from which to improve one's ability to convey concepts and skills to students.

In addition, the college recognizes that some faculty members provide leadership in administration and faculty governance beyond what is expected of all faculty.

Given these understandings, the standard expectation for workload units beginning the 2027-2028 academic year is between 24- 27 units per academic year, with the eventual intent to transition to a 24 unit per academic year standard expectation. Faculty may be asked to teach up to 27 credit hours, as

required by their Department Chair of the Office of the VPAA. Additional workload units may come from professional and scholarly activities as described in Section 2.12.1.1.3. Exceptions to this workload are negotiated and documented by the Office of the VPAA.

Note: Outside accrediting agencies may require a different standard workload for specific faculty members, which may take precedence over the college standard workload.

### **2.12.1.1.3 Load Equivalencies**

Faculty members may receive additional workload credits annually for professional activities and services to the college. Guidelines for Faculty Load Equivalencies can be found within the appendix, Sec. 3.2.

### **2.12.2 Use of College Facilities and Services**

College facilities may be used by faculty members in connection with the academic and scholarly activities described above without being subject to the requirements of prior approval and reimbursement.

Except for the use of office space assigned to the faculty member and available library services, College facilities (including, with limitation, computers and other equipment) may be used by faculty members in connection with outside activities and professional activities only after written approval by the VPAA and the person responsible for operating the facility or equipment. In all cases, the faculty member or his or her outside employer or sponsor will pay the rate established by the College for the use of the facility, equipment, materials or services and shall be responsible for extraordinary or excessive costs to the College.

### **2.12.3 College Assumes No Responsibility**

The College assumes no responsibility for the competence or performance of outside activities engaged in by a faculty member, nor may any responsibility be implied in any advertising with respect to such activities. In outside activities faculty members may not represent themselves as acting on behalf of the College without the express written authorization of the President.

## **2.13 Creative Works**

### **2.13.1 Interest in Creative Works**

It is the policy at Sterling College not to interfere with the long-standing and traditional rights of the faculty members to write, create, produce or otherwise generate works or products on their own initiative which are copyrightable, patentable, or of commercial value (hereafter referred to as "creative works"). Any such creative works shall remain the exclusive property of the faculty member, and that person shall have the sole right of ownership and disposition, unless the creative works were generated "for hire" by the College.

Works generated "for hire" by the College are defined as inventions, creations, manuscripts, or other works or things of commercial value which are created by persons who

- a. are engaged by the College specifically to write, create, produce or otherwise generate such materials or to conduct the research or other activity which produced anything included in the material(s),
- b. use substantial College resources in developing these works.

### **2.13.2 Sale of Faculty Created Materials to College Students**

Faculty members may have created materials in which they hold commercial interests and which might be used in courses or programs which the faculty member is teaching or administering for the College. It is the policy of the College that faculty members may require students to purchase such materials. Faculty members who wish to adopt said materials should provide notification of intent to the VPAA, prior to the adoption of those materials.

## **2.14 Other Considerations**

### **2.14.1 Fund-raising Policy**

While the College encourages fund-raising on its behalf, proper coordination and approval is necessary. Therefore, all fund-raising and solicitations conducted on behalf of or in the name of the College must be approved in writing and coordinated by the Vice President for Institutional Advancement. Grant proposals in the name of the College must have the written approval of the President of the College. All cash gifts must be receipted through the Advancement Office. All gifts-in-kind must be evaluated by an outside appraiser. Note that gifts cannot be tax deductible if they are made in the name of a specific student or employee, although gifts can be designated to a program of the College.

While on College property faculty members may not solicit funds on behalf of any organization not associated with the College, unless prior approval is received from the President's office. While on College property or on work time, faculty members may not sell, or solicit the sale of, products not approved by the College.

It is unlawful for faculty members to appropriate the College name, logo, seal, emblem, crest, or any other trademarks or service marks of the College for personal use without the written permission of the President.

### **2.14.2 Academic Regalia**

Faculty members are expected to provide and wear academic attire for the annual Keynote Convocation and Commencement exercises, and other academic or formal College events as scheduled by the President.

Information regarding the purchase or rental of academic regalia is available from the Office of the VPAA.

### **2.14.3 Hazardous Waste Disposal**

Faculty who handle toxic or hazardous substances on behalf of the College are required as a condition of their employment, to maintain, use, and dispose of such substances in accordance with applicable state, federal and local laws and regulations. The faculty member may obtain assistance in ascertaining his/her obligation under these laws and regulations from the President. Anyone who violates such laws (unless such violation occurs despite reasonable reliance upon advice given by the College), shall be deemed to have acted outside the scope of their authority.

## **2.15 Leaves**

### **2.15.1 Disability**

Faculty members are professionals and are expected to manage both their time and College obligations in such a manner. In the case of illness or leave as stipulated under the "Family and Medical Leave Act of 1993," appropriate arrangements should be made with the office of the VPAA.

In the case of excessive absences from the classroom or long term disability, the VPAA may consult with the President in order to seek an equitable arrangement between the faculty member and Sterling College.

### **2.15.2 Civil Duty Leave**

A full-time College faculty member who is subpoenaed or summoned to involuntarily appear or serve as a juror or is compelled to appear before a judicial, legislative, or administrative body with civil power to compel attendance during his or her scheduled class time, shall be entitled to receive leave with pay for a period of time necessary for such appearance. Civil duty leave must be approved in advance by the VPAA.

### **2.15.3 Bereavement Leave**

A faculty member will be given time off without loss of pay, to make arrangements for and/or to attend the funeral of a family member or friend.

#### **2.15.4 Maternity/Paternity Medical Leave**

A faculty member will be given up to two weeks without loss of pay for medical care during pregnancy, childbirth, or adoption. If medical complications arise from pregnancy or childbirth for either mother or child, Section 2.15.1 on Disability/Sick Leave will apply. Additional accommodations may be granted in consultation with the VPAA.

#### **2.15.5 Infant/Family Care Leave**

A leave of absence for purposes of infant and family care as outlined in the Family and Medical Leave Act of 1993 is available to all full-time faculty, both male and female, and to adoptive parents. As may be needed, a full or part-time leave may be arranged with the VPAA in consultation with the President. In unusual circumstances, a further leave of absence of up to one year may be taken without pay.

#### **2.15.6 Military Leave**

Any full-time permanent faculty member who is inducted into or called to active duty<sup>2</sup> in the Armed Forces (the organized militia, National Guard, or a reserve component of the Armed Forces) for training and service and must therefore temporarily leave his or her faculty position, will be considered to be on a leave of absence as long as

- a. A certificate of satisfactory completion of military service is received, and
- b. application for re-employment with the College is made within ninety calendar days after being relieved from such training and service or from hospitalization continuing after discharge, for a period of not more than 365 calendar days.

The returning faculty member, if still qualified to perform the duties of the position left, shall be restored to said position or to a position of like seniority, status and pay. If the faculty member is no longer qualified to perform the duties of the former position but may be qualified to perform the duties of another position at the College, the College will offer employment in a position with the nearest approximation in seniority, status, and pay to the position left, but with duties more in keeping with the faculty member's current abilities or inabilities.

The College may be released from this obligation only if the College's circumstances 'ave so changed as to make it impossible or unreasonable to make such employment offers. The College will reinstate faculty members returning from military leave in accordance with current federal and state law.

### **2.16 Benefits**

The College reserves the right to modify coverage, change carriers, or cancel benefits as is determined appropriate to the best interests of the College, provided that the dollar value of College payments to provide the benefit shall not be reduced during any contract term. If for reasons of financial exigency, unavailable coverage, or changes in federal or state law which require substantial changes in the benefits program are required, faculty will be notified of the changes.

#### **2.16.1 Statutory**

##### **2.16.1.1 Worker's Compensation**

The College provides worker's compensation coverage for employees in accordance with the laws of the State of Kansas. For details concerning coverage and benefits, contact the Human Resources Officer.

---

<sup>2</sup> Active duty shall be defined to include participation in assemblies or annual training in accordance with any valid order of the command under which the faculty member serves, or attendance at service schools conducted by the Armed Forces of the United States for a period not to exceed ninety calendar days in any 365 calendar day period.

Faculty members are required to report any job-related illness or injury to the Human Resources Officer immediately and fill out an accident/injury report as soon as it is feasible after an accident or injury occurs.

### **2.16.1.2 Unemployment Compensation**

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

## **2.16.2 Insurance**

The following benefits are provided to all full-time College faculty. The descriptive statement provided for each benefit is a summary statement. Details of the coverage and benefits can be obtained from Human Resources.

### **2.16.2.1 Health Insurance**

Full-time faculty and their dependents are provided the opportunity to participate in health coverage, effective the first of the month after 30 days of employment of the faculty member's employment and ending their last contract day with the College. For more details concerning this coverage, refer to the provided health care materials, or inquire at the Human Resources.

### **2.16.2.2 Life Insurance**

Full-time faculty are provided basic life insurance coverage on themselves and may purchase more life insurance coverage for themselves and their dependents via a payroll deduction. For details concerning coverage and benefits see the Human Resources.

### **2.16.2.3 Retirement**

Sterling College participates in a retirement program. See the Sterling College Employee Handbook or the Human Resources Officer for details regarding the program.

## **2.16.3 College Sponsored Benefits**

### **2.16.3.1 Tuition Remission**

(approved by Board of Trustees February 9, 2001)

The College provides a tuition remission program for all full-time faculty and staff and their dependents under the age of 24. Tuition to Sterling College will be waived equal to 33% after one full year of service, 67% after two full years of service, and 100% after three full years of service. New faculty and staff with one to three years of service with another CCCU/CIC institution are immediately eligible for 50% tuition waiver, such waiver increasing to 100% for three or more years of current and prior institution service.

For detailed information concerning this program, contact the Financial Aid Office.

### **2.16.3.2 Facilities**

College faculty are entitled to use facilities of the College for personal activities provided the facilities are not reserved for another use, and the faculty member registers in advance with the Facilities/Maintenance Department. Use of facilities is subject to terms and conditions established by the College. For further information, contact the Facilities/Maintenance Department.

### **2.16.3.3 Activity Admission**

During the academic year, the faculty members and their immediate families (spouses and children) will be admitted without charge to all campus activities sponsored by the College, such as music, theatre, and athletic events, excluding postseason competition.

## **2.17 Review and Grievance Procedures**

### **2.17.1 Intent**

The faculty recognizes the importance of the systematic review of grievances and of handling grievances without fear of prejudice or reprisal. The faculty expects the College to cooperate in efforts to encourage the informal and prompt settlement of grievances and in making relevant information which it holds readily available for grievance reviews. Attempts at reconciliation should guide all grievance negotiations. All parties should prayerfully seek justice in the context of Christian community as they work to solve the problem. Grievance procedures are designed to facilitate resolution promptly, at the lowest possible level of formality, while maintaining confidentiality.

The faculty accepts these procedures as a means of problem-solving short of resorting to civil law or involvement of other outside agencies. Faculty members are encouraged to informally seek reconciliation with any group regarding any decision or action before initiating these grievance procedures.

When a complaint has been filed with an outside agency that is substantially similar to a grievance under this procedure, this procedure shall not continue, unless there is evidence that continuation would facilitate resolution of the complaint. Additionally, any complaint which has been filed and resolved by an outside agency cannot then be presented as a grievance.

### **2.17.2 Definitions**

A grievance is an allegation by a faculty member or a group of faculty members (hereafter collectively called grievants) that there has been a misapplication of Handbook policy or procedure or that a faculty member's rights, detailed in the Handbook, have been infringed.

The parties involved are the grievants, the persons or groups against whom the grievance is filed and the persons who are at the time negotiating or hearing the grievance.

The Mediation Committee, in accordance with Article VI of the Constitution of the Faculty Council, is the FWFA Committee of the Faculty Council, unless the grievance arose from a recommendation or decision of the FWFA Committee. In that case, the Mediation Committee will be the Academic Affairs Committee of the Faculty Council. Any Mediation Committee member who is named in the grievance or who otherwise has a conflict of interest in the case will be excused from serving on the committee.

The Review Committee is an ad hoc committee selected from the full-time faculty members. Two members will be selected by the grievants; two members by the Mediation Committee; one member will be selected by the first four.

All communication between all parties involved in the grievance will be handled through Human Resources.

### **2.17.3 Filing a Grievance**

The grievance procedure begins when grievants present written notice of a grievance in the office of the VPAA. The notice should set forth, in detail, the parties against whom the grievance is directed, the alleged infringement of rights or misapplication of the Handbook, the relief and/or remedy sought by the grievants and any other data which the grievants deem pertinent.

Grievances must be filed within ten business days after the alleged offense or notification of the event(s) upon which the grievance is based has occurred. The time period for the receipt of written grievances may be extended up to an additional ten business days if a written notice of intent to file a grievance is filed within the first period specified above.

Within three business days of receiving a grievance, the VPAA will send a copy of the grievance to the members of the Mediation Committee

### **2.17.4 The Work and Role of the Mediation Committee**

Within three business days of receiving a copy of the grievance from the VPAA, the Mediation Committee will send a copy of the grievance to all involved parties. Within fifteen business days of receiving a copy of the grievance, the Mediation Committee will try to resolve the grievance informally. The Mediation Committee's role is to facilitate reconciliation between the parties and to effect a mutually agreeable resolution of the grievance. In this informal procedure, no advisors for any party will be present, no judgment of the merits of either argument will be made by the committee and strict confidentiality will be maintained.

The Mediation Committee chair will announce to the Committee and to grievants when it has concluded the work that it feels it can do.

#### **2.17.5 Informal Resolution of Grievance**

When a grievance is resolved through the informal work of the Mediation Committee, the resolution shall be put in writing by the Committee and given to all involved parties and the President of the College. Such a resolution shall not constitute a binding precedent in the disposition of subsequent grievances.

#### **2.17.6 Grievances Unresolved by Informal Process**

If a grievance is unable to be resolved through the informal channels of the Mediation Committee, the grievants may request in writing to the Chair of the Mediation Committee his or her desire to receive a more formal hearing from the Review Committee. The request for a formal hearing must come within five business days of the concluding meeting of the Mediation Committee.

In the event that a grievance cannot be settled through the informal process, neither any offer of settlement of the grievance nor a suggested resolution by the Mediation Committee will be admissible as evidence in any subsequent grievance proceedings.

#### **2.17.7 The Work of the Review Committee**

##### **2.17.7.1 Convening the Review Committee**

The Review Committee will convene and elect its own chair within five business days of the receipt of the request for a formal hearing.

##### **2.17.7.2 The Formal Hearing**

Within fifteen business days after the Review Committee is constituted, the Committee will conduct a formal hearing. At least five business days prior to the formal hearing, the Committee will notify in writing the President and all parties directly involved of the date and time when the hearing is to be conducted.

During the proceedings grievants will be permitted to have (a) peer advisor(s) whom they have chosen from within the College community. This provision specifically excludes formal legal counsel. Only individuals specifically invited by the parties involved may attend the formal hearing.

The Review Committee will not be bound by strict rules of legal evidence. Every possible effort will be made to obtain the most reliable evidence. All parties to the grievance will have the right to hear and respond to the evidence from all witnesses. Where a witness has made a statement and cannot or will not appear, but the Review Committee determines that the interests of justice require admission of this statement, the Committee will identify the witness and make his or her statement available to all parties involved in the grievance. The Committee will grant appropriate continuances to enable either party to investigate evidence, or for any other appropriate reason.

The proceedings shall be recorded by the College and be made accessible at College expense only to parties involved in the grievance.

##### **2.17.7.3 The Decision of the Review Committee**

The Review Committee will present a formal decision within five business days of its final hearing to all involved parties and the President. This decision shall be based upon the evidence presented and the

guidelines set forth in this handbook. The decision will be accompanied by a recommended disposition or remedy of the grievance.

### **2.17.8 Grievants' Response to the Decision of the Review Committee**

Grievants should notify the Chair of the Review Committee of their acceptance or rejection of the decision and recommendation within five business days after receiving them. If the grievant does not notify the Review Committee within five business days of receipt of the Committee's decision, it is understood that the grievant accepts the decision and recommendation of the Review Committee.

If the grievant rejects the decision and recommendation of the Review Committee, the grievant may appeal the decision of the Review Committee to the President of the College. If, however, the President of the College is the party against whom the grievance is filed, the appeal should be filed, through the Office of the VPAA, directly with the Chairman of the Board of Trustees as per Section 2.17.11, beginning with sentence two.

The named parties in the grievance may also appeal the decision of the Review Committee to the President of the College.

### **2.17.9 Appeal to the President**

The appeal of the Review Committee's decision and recommendation must be made to the President of the College within five business days of the receipt of the Review Committee's decision.

### **2.17.10 Presidential Review**

The President shall review the grievance, the informal attempts at mediation and the Review Committee's formal decision and recommendation and will communicate his/her decision in writing to all involved parties within five business days of the filing of the appeal, not including time when the President is away from the College.

### **2.17.11 Board Appeal**

If the decision of the President is unsatisfactory to the grievant, the grievant may appeal the President's decision to the Board of Trustees. Such an appeal must be filed through the Office of the VPAA within five business days of the last decision. The appeal should be directed to the Chairman of the Board of Trustees. The Board of Trustees will process the appeal according to its rules and procedures. The decision of the Board of Trustees shall be final.

### **2.17.12 General Provisions**

Neither the filing of a grievance, nor the fact that a grievance is in process in the above review system, prohibits the College from proceeding with and implementing the aggrieved action.

Failure at any step of this procedure to communicate the decision on the grievance to the grievants within the specified time limits (or such additional period of time as may be mutually agreed upon in writing) shall permit grievants to proceed to the next step.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits (or such additional period of time as may be mutually agreed upon in writing) shall be deemed to be acceptance of the decision rendered at that step.

Extensions of time will normally be granted for good and sufficient reasons (e.g., illness) by mutual agreement.

## **2.18 Revision Procedures**

Revisions of processes in the Faculty Handbook can be made by the faculty or the administration with the approval of the VPAA and the FWFA Committee provided that these revisions do not substantially alter the

intent of the policy. Such revisions will be presented to the Academic Affairs Committee of the Trustees for information purposes at the next scheduled Board meeting.

### **2.19 Recommended Cycle for Review**

The Faculty Handbook (and all appendices) should be reviewed by the VPAA and members of the FWFA Committee on a regular cycle of no more than 3 years between each review. The cover of the Faculty Handbook should reflect the most current review/revision date for clarity.

### **3.0 Appendix**

#### **3.1 Code of Professional Ethics**

We, the faculty of Sterling College, recognizing that the education profession must accept responsibility for the conduct of its members, agrees to judge our colleagues and be judged by them in accordance with this Code.

*We adopt the following three statements edited from the Council of the American Association of University Professors as premises for our Code:*

1. *The faculty's responsibility to defend its freedoms cannot be separated from its responsibility to uphold those freedoms by its own actions.*
2. *Membership in the academic community imposes on students, faculty members, administrators and trustees the following obligations:*
  - a. *to respect the dignity of others;*
  - b. *to acknowledge the right of others to express differing opinions; and*
  - c. *to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off campus.*
3. *Students are entitled to an atmosphere conducive to learning and to evenhanded treatment in all aspects of the teacher-student relationship.*

*We affirm that the spirit of this Code is grounded in the Christian ethic of love for all persons and in individual responsibility to God and people. To this end, the aim of the Code is to encourage responsible actions, sensitivity, and mutual support among all members of the academic community.*

#### **ARTICLE I. THE FACULTY MEMBERS' RESPONSIBILITIES**

##### **Section 1. To Students**

1. *Faculty members should base evaluation and credit on academic performance professionally judged and not on matters irrelevant to that performance, whether personality, race, religion, degree or nature of political activism, or personal beliefs.*
2. *Faculty members should teach the assigned subject and not intrude irrelevant material.*
3. *Faculty members should present the subject matter of courses as announced to students and as approved by the faculty in their collective responsibility for the curriculum.*
4. *Faculty members should adequately prepare for classes.*
5. *Faculty members should announce and maintain office hours on campus.*
6. *Faculty members should adequately advise students.*
7. *Faculty members should be punctual in starting and ending classes and should not cancel classes except infrequently and for compelling reasons.*
8. *Faculty members should not exploit students for private advantage.*
9. *Faculty members should adequately acknowledge significant assistance from students.*
10. *Faculty members should acknowledge that term papers and other comparable projects are the property of students who prepare them. They should be returned to students who ask for them, and those which are*

*not returned should be retained by the instructor for one term or a reasonable period considering the problem of storage. Faculty members who desire to retain a copy for their own files should state their intention to do so and prepare additional copies for themselves.*

11. *Faculty members should take care that their personal relationships with students do not develop in ways that: a) could jeopardize objectivity of evaluations, and b) create a situation where the student becomes an instrument in personal conflicts or professional disagreements with colleagues or administrators. Item b), however, should be interpreted in a manner consistent with the statement concerning freedom of expression found in premise number two of this Code.*
12. *Faculty members should maintain confidentiality in regard to student performance. Specific critiques of performance should not be discussed, even with colleagues, unless there is an academically grounded reason for that discussion.*

## **Section 2. To other Faculty members**

1. *Faculty members should not solicit criticisms of colleagues from students.*
2. *If appropriate, faculty members should refer voluntary criticism of a colleague by students to the faculty member being criticized or the VPAA.*
3. *Faculty members should not comment on teaching methods of a colleague in a manner that could undermine the colleague's efforts.*
4. *Allegations of unprofessional conduct either to other colleagues or to the students are themselves unprofessional; the proper vehicle for complaints against faculty members is the VPAA or the established faculty grievance committee. Moreover, faculty members should consider an honest discussion with the allegedly erring colleague as a possible first step in resolution.*
5. *Faculty members should acknowledge indebtedness to colleagues and other scholars by proper citation.*
6. *Faculty members should strive to be objective in professional judgment of colleagues.*
7. *Faculty members should accept a fair share of faculty responsibility for governance of the institution.*

## **Section 3. To the Administration**

1. *Faculty members should notify the administration about work done outside the institution with due regard to their paramount responsibility within it. They should demonstrate to the administration's satisfaction that extra employment will not interfere with contractual obligations.*
2. *Faculty members should promptly fulfill their administrative obligations.*
3. *When considering termination of service, faculty members should recognize the effect of their decision upon the program of the institution and give due notice of their intentions.*

## **Section 4. To the Institution as a whole**

1. *Faculty members have full freedoms as citizens, but conflict may arise between claims of politics, social action, and conscience, on the one hand, and the contractual obligations to the institution on the other. If such conflicts become acute, and citizen and moral obligations preclude fulfillment of substantial academic obligations, faculty members should request a leave or resign.*
2. *Faculty members, when speaking or acting as private citizens, should avoid creating the impression that they speak or act for the College.*

3. *Materials purchased with institutional funds should not be converted to personal profit by faculty members without reimbursement of the College for those materials. This refers to raw materials, not finished products which are the result of scholarly effort working upon the materials supplied by the College.*

## **Article II. WHAT FACULTY MEMBERS EXPECT FROM ADMINISTRATORS REGARDING THE ETHICS CODE**

### **Section 1. To Faculty**

1. *Administrators should give timely notification to faculty about judgments concerning their performance and about perceived violations of professional ethics or the employment agreement.*
2. *Faculty members should be given the opportunity to inspect files and evidence concerning performance and professional ethics upon request. The material in the files shall be gathered in a manner that protects students and colleagues whose input is necessary for administrative decisions.*
3. *Administrators should respect the confidentiality of information concerning faculty members' performance and violations of the Code of Ethics. Access to faculty personnel files is limited to those people and for those purposes described in Section 2.5.1 of this Faculty Handbook.*
4. *Sanctions other than dismissal, such as written warnings and reprimands, should be developed as intermediate disciplinary measures.*
5. *There should be due process and faculty participation in all disciplinary procedures, including any placing of negative comments in a file, other than the regularly conducted student evaluation polls.*
6. *Administrators should respect the right of faculty members to criticize and seek revision of institutional regulations.*

### **Section 2. To Students**

1. *Administrators should employ faculty members qualified to teach the subjects assigned.*
2. *Administrators are responsible for evaluation of faculty members in accordance with established criteria.*
3. *Administrators are responsible for enforcement of professional ethics in cooperation with the appropriate faculty committees.*

### **Section 3. To the Institution as a whole**

*Administrators are responsible for accurate and complete record keeping of all actions taken to enforce the Code of Professional Ethics.*

## **3.2 Guidelines for Faculty Load Equivalencies**

The normal teaching load is between 24-27 credit hours per year. With the eventual intent to transition to a 24 unit per academic year normal teaching load. Faculty may be asked to teach up to 27 units per academic year as required by their Department Chair and the VPAA. Where credit hours are not an accurate measure of workload activities, the VPAA, in cooperation with the department head, will determine workload equivalencies subject to review by the Faculty Welfare Committee. (Faculty Handbook, Sections 2.12.1.1.3)

The following guidelines should be used when completing load sheets:

1. Overload is generally anything beyond 27 credit hours per year, with the following exceptions:
  - a. Faculty in their first year of teaching at Sterling College receive a load reduction of 3 credit hours. Anything over 24 credit hours is considered overload.
  - b. Other load releases as determined by the VPAA on a case-by-case basis.

2. Online classes
  - a. Online classes are not considered part of load (unless required by accreditation or by arrangement with the Office of the VPAA)
  - b. Instructors for online classes are paid as adjuncts through online
3. Limit Co-teaching
  - a. Do not plan to co-teach a class unless prior approval has been granted. Co-teaching presents difficulties regarding which faculty is responsible for paperwork, how the class should be evaluated, and how to conduct student IDEA surveys.
  - b. *If* co-teaching, the course load is usually split between instructors.
4. Two classes/labs offered at the same time
  - a. When classes are offered at the same time, the instructor only receives load credit for one class.
  - b. Example: Painting II (3 credits) meets T/R from 9:15-10:30 and Painting III (3 credits) also meets T/R from 9:15-10:30. The instructor will receive 3 credit hours of load for these two classes.
5. Directed and Independent Studies
  - a. Directed studies are highly discouraged, and should be avoided whenever possible to protect both faculty time and the integrity of the class.
  - b. Directed studies caused by poor advising or planning on the part of the student are not included as part of faculty load.
  - c. Directed and Independent studies will receive course load credit only if load credit is approved in advance by the VPAA office.
6. **Faculty load equals course credit hours except in the following cases:**
  - a. **Internships, Senior Projects, Private Lessons, Field practicum/experience**
    - i. .33 cr hr per student up to course credit hours
    - ii. 1 student=.33 cr / 2 students=.67 cr
  - b. **Physical Activities classes** = 1.5 cr hr
  - c. **Lab courses** which include lecture (science) receive 1 credit hour per hour of lecture and .67 credit per hour of lab
    - i. 4 credit science course w/3 hour lab receives:  $3 + (.67 * 3) = 5$  load credits
    - ii. 5 credit science course w/3 hour lab receives:  $4 + (.67 * 3) = 6$  load credits
  - d. **Communication/Media/Theatre labs**
    - i. Full-time faculty receive credit based on the total number of student credit hours in all labs for the semester
    - ii. Adjunct faculty receive credit based on the total number of student credit hours per class
    - iii. Less than four students = .25 cr per student
    - iv. 4-11 students = 1 credit
    - v. 12+ students = 2 credits
  - e. **Senior Art Exhibit** = .5 cr hr per student up to course credit
  - f. **Music groups** – load credit equals number of clock hours of rehearsal per week, maximum of 3 load credits.
  - g. **Student Teacher Observations** = .66 cr hr / student observed
  - h. **Athletic Training Practical Experience Courses:**  
 AT 501, 502, 503, 504, 605, 606—4 cr hr  
 AT 607, 608—2.67 cr hr  
 1-3 students = pro-rated based on number enrolled  
 11+ students = additional 0.33/student
  - i. **Athletic Training Clinical Faculty** - load credit determined based on the Appropriate Medical Coverage of Intercollegiate Athletics worksheet provided by the National Athletic Trainers' Association, which can be found at: <https://www.nata.org/professional-interests/job-settings/college-university/resources/AMCIA>.
  - j. **Other determinations are made by the VPAA on a case-by-case basis.**