

Mid-Atlantic Christian University Academic Affairs Policy #21

SUBJECT: Types of contracts

DATE: December 5, 2007

REVISED: 01/11/2008, 2/24/2010, 6/18/2010, 3/12/14

NEXT SCHEDULED REVIEW: February 2016. The President's Leadership Team will review this policy biennially in the process of Faculty Handbook review and will make revisions as appropriate.

APPROVED BY BOARD OF TRUSTEES: May 9, 2014

Policy for: Vice President for Academic Affairs and Faculty
Procedure for: President and Vice President for Academic Affairs
Authorized by: Vice President for Academic Affairs
Issued by: Board of Trustees

I. Purpose

In order to create harmonious relationships between faculty members and the institution, Mid-Atlantic Christian University issues two types of contracts.

II. Policy

The University will determine which type of contract is issued and the terms of renewal based upon a faculty member's relationship to the institution.

TERM CONTRACTS:

1. DEFINITION

Term contracts are issued only to regular ranked full-time faculty members. A term contract is for a designated period not to exceed one academic year and automatically terminates upon the expiration of that period. During the year of employment, the faculty member has all other rights and privileges of membership in the Faculty.

A faculty member under a term contract will be expected to maintain regular office hours from August 1st – May 31st. Faculty members are not expected to maintain regular office hours during Fall Break, the weeks of Christmas and New Years, and Spring Break. Under certain circumstances a full-time faculty member

may be assigned a reduced teaching load and/or committee work without compromising full-time status. Such provisions will be enumerated in the contract with appropriate adjustments made to financial compensation.

2. NOTICE

Faculty members employed under a term contract will be given notice in accordance with the following schedule if the University determines not to rehire the faculty member for the subsequent year:

- 1) Not later than April 1 of the faculty member's first academic year of employment under a term contract, if the contract expires at the end of that academic year; or if the contract is for less than a full academic year, at least ninety (90) calendar days in advance of its termination;
- 2) Not later than March 1 of the faculty member's second and following years of employment under a term contract, if the contract expires at the end of that academic year; or if that contract is for less than a full academic year, at least one hundred twenty (120) calendar days in advance of its termination;

If notice is given for non-renewal after the listed dates, the faculty member will be given extended employment (or salary at the discretion of the University) for a period equivalent to the time by which the notice is deficient.

3. RENEWAL, ASSIGNMENT AND TERMINATION

A full time faculty member who performs satisfactorily, complies with all applicable policy and procedures, and expresses an interest in continuing their employment with the University, is eligible to be offered a new contract for the next academic year. The University at all times has the discretion over whether to offer a contract to eligible employees. The University at all times has the right to reassign or terminate a faculty member for any of the following reasons:

- 1) the discontinuance of a program or teaching field in whole or in part because of financial necessity;
- 2) neglect of academic duties;
- 3) unsatisfactory performance;
- 4) violation of any policy or directive of the University;
- 5) insubordination;
- 6) academic incompetence;

- 7) a change in the faculty member's beliefs or actions contrary to the stated values and objectives of the University;
- 8) disagreement with the University's doctrinal statement;
- 9) discussion of personal salary arrangements with other faculty or staff;
- 10) commission of a felony;
- 11) immoral behavior. Immoral behavior, for purposes of describing faculty conduct, includes but is not limited to the following areas:
 - a) *Immoral financial conduct* shall include but not necessarily be limited to fraud, misappropriation, theft, embezzlement, and/or falsification or misrepresentation of financial records.
 - b) *Immoral interpersonal relations* shall include but not necessarily be limited to defamation, slander, or libel, and/or public statements or actions which constitute or support unlawful discrimination as to race, religion, color, creed, national origin, ethnic background, age, or gender, and/or constitute sexual harassment.
 - c) *Immoral sexual conduct* is any sexual contact outside of a marriage relationship of a man and a woman.
 - d) *Immoral behavior in the area of intellectual property or intellectual representation* shall include but not be limited to plagiarism and/or misrepresentations or false statements as to academic achievements, credentials, and/or research; or falsification of credentials and/or experience, or other information supplied to the College.
- 12) the faculty member's physical or mental incapacity to teach.

Until a contract signed by both the University and the faculty member has been received by the Vice President for Academic Affairs, the University reserves the right to rescind the offer. In such a case, the employee's exclusive remedy shall be the notice or pay in lieu thereof set forth above.

SPECIAL TERM CONTRACTS

1. DEFINITION

A special term contract is for a designated period and automatically terminates upon the expiration of that period. Special term contracts are issued to adjunct and special appointment faculty as described in the faculty handbook. They may

also be issued with full-time faculty for summer session duties, short-term curricular needs, and/or persons contracted under provisions of externally funded grants. Reemployment of an employee after termination of a special term contract is solely within the discretion of the University.

2. NOTICE

Faculty contracted under provisions of externally funded grants shall be notified of employment status for the following contract term within 15 business days of the University's receiving grant award notification, or no later than April 1 (for faculty in their first year of full-time employment), or March 1 (for faculty in their second or subsequent consecutive year of full-time employment), whichever is later. Such special term contracts will include notation that the employment is subject to grant support, the source of external funding, and the anticipated grant renewal date(s).

3. TERMINATION

The grounds for termination of term contracts also apply to special term contracts.

III. Procedure

The President of the University and the Vice President for Academic Affairs will determine which type of contract to offer when a teaching need is identified.

IV. Published: Faculty Handbook

V. Reason for Revision

VI. Appendices