



# MERCER UNIVERSITY

## Faculty Handbook

Revised 2009  
Updated 2011

The *University Faculty Handbook* describes the organizational structure and governance of the University, sets forth the major policies and procedures affecting faculty members, and describes faculty retirement and benefit plans, current as of the date of publication. Because the University is a dynamic institution, it is inevitable that changes will occur, new policies and procedures will be adopted, and existing descriptions will be superseded. This handbook will be revised periodically, but changes between handbook revisions will take effect as they are duly adopted. Policies and Procedures in this edition supersede all former editions unless there is a statement in the text of this edition noting otherwise.

In addition to the *University Faculty Handbook*, college and school supplemental operating guidelines and procedures are available in each of the colleges and schools of the University. These supplemental handbooks are attached to the *University Faculty Handbook*. The provisions of the *University Faculty Handbook* supersede collegiate policies and procedures.

Wherever the University has chosen to adopt policies or principles similar to or incorporating portions of statements of the American Association of University Professors or other external bodies, the University reserves the right to interpret such policies or principles for itself and is not bound by external interpretations.

Additional policies and procedures affecting all University employees are published in the *Employee Benefit Handbook*.



# MERCER UNIVERSITY

## The Mission of the University Statement of University Goals

### **THE MISSION OF THE UNIVERSITY**

Mercer University is a faith-based institution of higher learning that seeks to achieve excellence and scholarly discipline in the field of liberal learning and professional knowledge. The University is guided by the historic principles of religious and intellectual freedom, while affirming religious and moral values that arise from the Judaeo-Christian understanding of the world.

### **STATEMENT OF UNIVERSITY GOALS**

- To offer undergraduate, graduate and professional programs based upon a strong liberal arts foundation.
- To support a highly qualified faculty that is student and teaching oriented and is engaged in scholarly research and professional activities.
- To foster independent and critical thinking and a continuing interest in learning.
- To foster intellectual and spiritual freedom in an environment that encourages tolerance, compassion, understanding and responsibility.
- To offer a variety of intellectual, cultural, recreational and spiritual activities designed to enlarge capacity for improved judgment and moral, ethical and spiritual growth.
- To encourage the enrollment of qualified persons from diverse backgrounds and situations.
- To contribute campus resources in partnership with other institutions and agencies to improve the educational, social and economic development of the community.
- To administer services efficiently and effectively and to support the University's instructional, research and public service programs.



# MERCER UNIVERSITY

## The Foundation of the Mercer Education

### THE FOUNDATION OF THE MERCER EDUCATION

“Mercer University is a faith-based institution of higher learning that seeks to achieve excellence and scholarly discipline in the fields of liberal learning and professional knowledge. The university is guided by the historic principles of religious and intellectual freedom, while affirming religious and moral values that arise from the Judaeo-Christian understanding of the world.”

Consistent with its mission, Mercer University is a community of learning that shapes the minds and spirits of tomorrow’s leaders. As a community of learning, Mercer is a student-centered university, committed to the Baptist heritage in Christian higher education. Together, the schools and colleges at Mercer pursue three outcomes they hold in common: *fostering learning, developing character, and preparing leaders.*

This commonly held ideal is rooted in the history of Christian higher education and can be traced to the formative influence of “paideia,” the philosophy of education birthed in ancient Greece. Paideia connotes the sort of education that uniquely prepares individuals to lead virtuous and responsible lives within a democratic society. It addresses the character as well as the mind of the learner and celebrates the ideal of educating the whole person. At Mercer, teachers committed to their students, their disciplines, and the vocation of teaching inspire students to share in a passionate quest for knowledge and the wisdom that transforms knowledge into power.

Mercer promotes the principles of *free and critical inquiry, excellence in teaching and learning, responsibility for civic engagement, and the importance of diversity and inclusiveness.* Consequently, a Mercer education prepares students to expand their horizons, enjoy a “well-stocked mind,” find their vocation, establish a high standard of ethics, appreciate the fine arts, and find fulfillment in enriching and improving the lives of others.

Values rooted in its Judaeo-Christian heritage and consistent with the aims of Jesse Mercer shape the community of learning at Mercer. Therefore, being a Mercerian means

*Passionately pursuing truth, wherever that quest may lead;*  
*Relentlessly bringing all areas of study into dialogue with one’s religious beliefs;*  
*Daring to allow one’s study to change and shape one’s beliefs;*  
*Insisting that the implications of science, the humanities, and technology for faith and theology be explored and examined;*  
*Respecting the freedom, heritage, faith and values of persons from ethnic, racial and religious backgrounds different from one’s own;*  
*Participating in a community of faith and learning that holds us accountable and challenges us to strive for intellectual honesty and clarity;*  
*Cultivating the virtues of honesty, integrity, compassion, peacemaking, and service to humanity; and*  
*Practicing leadership through service and serving others through the exercise of responsible leadership.*



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# 1. ORGANIZATION

## 1.01 Administrative Organization of the University

### 1.01.1 The Corporation of Mercer University

The Corporation of Mercer University is organized as a corporation having perpetual duration to establish and endow a collegiate institution. The purposes of the Corporation include the following:

- a. To make a permanent endowment to said institution.
- b. To raise funds for the support of the same.
- c. To erect buildings.
- d. To confer degrees.
- e. To acquire, hold and administer funds and all manner of property which, after the payment of necessary expenses, shall be devoted exclusively to educational, religious, and the permissible purposes for which the institution was founded.
- f. To exercise such other power not inconsistent with the laws of the State of Georgia or the United States.

The affairs of the Corporation, as well as the institution of learning known as Mercer University, and of every college, school, department, and division thereof wherever located, are managed and controlled by a board of directors known as a Board of Trustees. The Board may elect such officers or agents from within or without its membership as it may deem proper. It may also adopt such bylaws, rules and regulations as it may deem proper for its own government and for the management of the business and affairs of the Corporation and the University.

Source: *Articles of Incorporation of The Corporation of Mercer University*

### 1.01.2 Board of Trustees

#### a. Members

The number of Trustees may not exceed forty-five, exclusive of the President, who is ex officio a member of the Board of Trustees. The members of the Board of Trustees are elected to hold office for the term of five years, one-fifth to be elected each year. No member of the Board of Trustees is eligible for re-election after the expiration of his or her term of service until he or she has been in retirement from the Board of Trustees for at least one year.

Successors to the Trustees whose terms of office are expiring are chosen by the Board of Trustees in the following manner: Each year, the Executive Committee of the Board makes nominations to the Board of Trustees for successors to the nine members of the Board whose terms are next expiring. The members of the Executive Committee, exclusive of those whose successors are to be then selected, determine by majority vote the names to be recommended to the Board of Trustees for election. Before reaching a final recommendation as to the nominations to be submitted to the Board, the Executive Committee insures that no less than one of its nine nominees is a Baptist clergyman, and that its recommendations as a whole do not conflict with the provisions of the Charter of the Corporation that no less than one-half of the Board of Trustees shall be Baptist; that no more than two-thirds of the Board of Trustees shall be actively engaged in the pursuit of the four learned professions (medicine, law, education and theology); and that no more than one fourth of the Board of Trustees will be actively engaged in any one of the four learned professions. Each member of the Board of Trustees must be a person who is committed to the historic Baptist ideals of religious freedom, intellectual freedom, and respect for persons of all faiths.

Source: *Articles of Incorporation and Bylaws of The Corporation of Mercer University*

## **b. Board Organization**

The management of the business and affairs of the Corporation, including those of Mercer University and of every college, school and department thereof, its property, conduct, and the persons engaged in its service, is under the control of the Board of Trustees and of the committees, officers and agents chosen by it.

The Chairman of the Board must be a Trustee and presides, when present, at all meetings of the Board of Trustees. The Chairman of the Board has general oversight over the affairs of the Corporation and sees that all of the decisions, rules and regulations prescribed by the Board of Trustees for the government of the affairs of the Corporation are faithfully observed. The Chairman of the Board of Trustees is nominated by the President and elected by the Trustees at or before the December meeting in each year.

## **c. Meetings**

There are two regular meetings of the Board of Trustees in each calendar year. One is held on the first Friday in December and is considered the annual meeting, and one is held on the third Friday in April. Special meetings may be called at any time by the Board of Trustees, its Chairman, its Executive Committee, or at the request of at least one-fifth of the trustees. At special meetings no business can be transacted except that for which the meeting was called.

## **d. Standing Committees**

The following are the Standing Committees of the Board of Trustees:

- Executive
- Finance, Investment and Property
- Educational Policy
- Development
- University Honors
- University Athletics
- Audit

Said Committees are nominated by the Chairman of the Board, upon the recommendation of the President, subject to confirmation by the Trustees at or before the December meeting in each year.

During the intervals between meetings of the Board, the Executive Committee possesses and may exercise all the powers of the Board in the management and direction of the business and affairs of the Corporation in all cases in which specific direction shall not have been given by the Board.

The Committee on Educational Policy, in cooperation with the President, studies and appraises the quality of the academic program, and measures the program relative to other comparable institutions in terms of teaching load, class size, student-faculty ratio, instructional expenditures, research programs, and other relevant factors. The Committee reviews and when necessary makes recommendations concerning the salary, pension, and other personnel policies concerning the academic personnel of the University. The Committee also reviews and makes necessary recommendations concerning the students of the University, both as to academic and non-academic matters.

## **e. Officers**

The officers of the Corporation consist of the Chairman of the Board, Chairman of the Executive Committee, the President, one or more Vice Presidents (the number thereof to be determined by the Board of Trustees from time to time), the Secretary, the Treasurer and such other officers, both corporate and academic, as the Board may from time to time deem necessary or desirable. The Vice Presidents, the Secretary, and the Treasurer are elected by the Board of Trustees on nomination by the President.

All academic officers and faculties of the University are appointed by the President and confirmed by the Board of Trustees for such terms and at such rate of compensation as the Board may deem proper.

Source: *Bylaws of The Corporation of Mercer University*

### **1.01.3 President**

The President is appointed by the Board of Trustees and is the President of the Corporation and the Chief Executive Officer of the Corporation and of the University. The duties, responsibility, and authority of the President include the following:

1. The President shall be responsible for the general direction of all the affairs of the Corporation.
2. The President shall organize the faculties of the University, direct the methods of their meetings, and supervise their work.
3. The President shall be ex officio a member of every faculty of the University and shall be the head of each of the educational divisions of the University.
4. The President shall be charged with the internal discipline and order of the University, and to this end he shall hold all Deans and members of the faculty responsible for the faithful and efficient discharge of their duties.
5. The President may, when he deems it advisable, preside over any meeting of any faculty.
6. The President is empowered to validate, by his concurrence, the acts of all faculties, officers and departments, except in cases where the Bylaws may require the approval of the Board of Trustees.
7. The President is authorized to fill unexpected vacancies in the teaching or administrative staff and to take emergency action in other matters when the regular procedure is impossible or impracticable.
8. In the absence of special provisions to the contrary, he shall be the medium of communication between the Board of Trustees and the staff and faculty of the University.
9. The President shall be responsible for the preparation of operating and capital budgets for each year in accordance with sound fiscal principles, and shall provide within the expenditures of the operating budget a reasonable contingency fund. He shall submit the budgets to the Finance and Executive Committees for their review and recommendation prior to the April meeting of the Board of Trustees. He shall be responsible for keeping the expenses of the University within its income.
10. The President shall have general supervision of the apparatus, the library, and other property of the University, and shall seek in all ways to protect the property and the welfare of the University.
11. The President shall be responsible for all publications of the University.
12. The President shall prepare an annual report on the conditions and needs of the University and shall send a copy to each member of the Board at least two weeks prior to the meeting of the Board in December of each year.
13. The President is authorized to join in the execution of deeds and contracts to be executed in the name of the Corporation and to affix the seal of the Corporation thereto.
14. The President is authorized to affix the seal of the Corporation to degrees conferred by it.
15. The President may authorize any other officer of the University to act on his behalf in matters not inconsistent with the special provisions of these Bylaws.

Source: *Bylaws of The Corporation of Mercer University*

#### **1.01.4 Administrative Officers**

The major administrative officers of the University are identified in the attached organizational chart. Detailed information concerning the responsibilities of these officers is provided in the *Policies and Procedures Manual* of Mercer University.

#### **1.01.5 Administrative Councils**

The administrative organization of the University includes several agencies for coordination of administrative functions and for cooperative planning. In addition the President may from time to time appoint ad hoc committees and councils.

##### **1.01.5.1 University Planning Council**

The University Planning Council is responsible for advising the President with respect to:

1. Proposed new educational programs and evaluation of existing educational programs;
2. Major renovation of existing facilities and construction of new facilities;
3. Student admission and retention factors;
4. The University Mission and vision statements; and
5. The planning and plan development process.

In support of these functions the Planning Council engages in ongoing assessment processes and environmental scanning.

##### **1.01.5.2 Advisory Council on Athletics**

The Mercer Athletic Council is appointed by the President of the University to advise the President on matters of significance pertaining to the intercollegiate athletics program. Faculty members are appointed for a term of three years and are eligible for reappointment. Student members are appointed for a term of one year and are eligible for reappointment.

The responsibilities of the Mercer Athletic Council are as follows:

1. To advise the President regarding the coordination of the University's academic mission with the objectives of the University's intercollegiate athletic programs and policies.
2. To furnish advice and counsel on matters relating to academic standards and eligibility of student-athletes.
3. To make recommendations regarding the following:
  - a. Intercollegiate Athletics Department academic operating procedures,
  - b. The scheduling of athletics contests, and
  - c. Institutional policies and procedures that affect athletics.

To serve as liaison between the Intercollegiate Athletics Department and the Faculty (through the House of Delegates) and the student body (through the Student Government Association).

#### **1.02 The University Faculty**

The University Faculty consists of the President, the Provost, the Deans of the colleges and schools of the University, and all persons appointed to a full-time instructional or administrative position with the rank of Professor, Associate Professor, Assistant Professor, or Instructor.

The University Faculty may, subject to the approval of the President and the Board of Trustees, adopt rules concerning its own organization, governance, and procedures.

The University Faculty may consider any matter touching the effectiveness and quality of the educational program or the professional welfare of the faculty and may make recommendations to the President, the administrative officers of the University, or the collegiate faculties concerning any policies, programs or procedures which affect the educational program or faculty welfare.

### **1.02.1 Authority and Responsibility of the Faculty**

The authority and responsibility of the faculty of Mercer University are delegated to it by the President under the authority of the Board of Trustees. Members of the faculty are appointed by the President, acting on the authority of the Board of Trustees.

The responsibilities of the faculty include the following:

1. To organize and conduct educational programs and courses of instruction in accordance with the policies of the Board of Trustees.
2. To admit candidates for degrees in accordance with the policies of the Board of Trustees.
3. To determine academic policies which effectively carry out the mission of the University within the policies of the Board of Trustees.
4. To evaluate student academic progress and to recommend candidates for degrees.
5. To assist in organizing and conducting programs and services for the support of student development.
6. To review the effectiveness of programs of instructional support and to make recommendations to the President for the improvement of these programs.
7. To contribute to the advancement of knowledge through open inquiry.
8. To make recommendations to the President concerning revision of the scope of educational programs and of the educational policies of the Board of Trustees.

### **1.02.2 Bylaws of the University Faculty House of Delegates**

#### **Article I: General Purpose**

The University Faculty House of Delegates is created to allow the faculties of the several academic units (schools/colleges/divisions) of the University to advise the President on issues which in their judgment affect the welfare of the University or the interests of the faculty. The House of Delegates is also created in fulfillment of the expressed desire of the University Trustees to have an official avenue for the communication of faculty concerns to the Educational Policy Committee. The House of Delegates is created in recognition of the exclusive jurisdiction of the faculty of each of the University's academic units over that unit's curriculum, degrees, and policies subject only to the approval of the President and the Trustees.

#### **Article II: The House of Delegates**

1. The faculty of each academic unit of the University will elect representatives to a House of Delegates. Each unit is entitled to two delegates for the first thirty full-time members of its faculty and an additional delegate for each additional thirty or fraction thereof. Each unit will also elect an alternate delegate who will attend meetings in the place of any regular delegate unable to attend. The Dean of each unit will be an ex-officio nonvoting member of the House of Delegates.

2. Delegates will be elected for terms of three years. Election of delegates will be held in March of each year, with elected delegates taking office on the following July 1. In the initial election of delegates, the terms of those elected shall be staggered.
3. Any delegate may resign by submitting a letter of resignation to the Chair of the House of Delegates. An election will be held within sixty days of the resignation to fill the vacancy.
4. Each delegate is charged with communicating the activities of the House of Delegates to the faculty of the delegate's academic unit and with representing the concerns of the faculty to the House of Delegates.

### **Article III: The Officers and Executive Committee**

1. The House of Delegates will elect three officers: a Chair, Chair-Elect, and Secretary. The current Executive Committee will serve as a nominating committee for officers, soliciting interested and competent nominees to ensure that the positions are equitably distributed among the academic units. Each officer will preferably be a delegate from a different unit, and every effort shall be made to rotate the Chair-Elect position among different academic units. After election of officers, an Executive Committee will be formed, consisting of the elected officers, the Immediate-Past Chair, and one delegate from each academic unit not represented by an officer. Each unit may select its Executive Committee member in any fashion it chooses.
2. Each officer will hold office for one academic year. Elections will be conducted in the House of Delegates in May of each year, with the newly elected officers to take office on the following July 1. Vacancies in any office will be filled by election at the next meeting of the House of Delegates.
3. The Chair will preside at all meetings of the House of Delegates and of the Executive Committee, and will perform such duties as the House of Delegates may direct. The Chair-Elect will perform the duties of Chair in the Chair's absence and will succeed to the chair on July 1 of the year after election. The Secretary will record minutes of each meeting of the House of Delegates and will see that copies of the minutes are available promptly for distribution to the faculties of the University.
4. The primary function of the Executive Committee is communication. Between the months of September and May, the Executive Committee will regularly meet with the President or his delegate to be informed of issues, events or opportunities affecting the University and to inform the President about concerns of the House of Delegates and of the faculties. On occasion, at the President's invitation, administrative officials of the University may attend and contribute to these monthly meetings. The Executive Committee will then meet in executive session to decide whether and how to proceed on University issues. The Executive Committee will, by majority vote, advise the Chair on the appointment of Committees, setting of agendas, and calling of special meetings of the House of Delegates. The officers and the Executive Committee may be called upon to meet with the Educational Policy Committee of the University Trustees as provided by Article VI.

### **Article IV: Meetings and Agenda**

1. The University House of Delegates will meet between the months of September and May. Regular meetings will be held at such times and places as may be directed by the Chair with the advice of the Executive Committee. Special meetings of the House of Delegates may be called at any time by the Chair with the advice of the Executive Committee, provided that at least 48 hours' notice is given to delegates.
2. The House of Delegates will elect faculty members as representatives to university committees that represent faculty interests, such as the Benefits Committee and the University Planning Council. The Chair, with the advice of the Executive Committee, will appoint these members from the faculty at large. These members will make regular reports to the House of Delegates on issues that affect faculty.

3. The Executive Committee will meet for regularly scheduled meetings with the President each month from September through May. Special meetings of the Executive Committee may be called at any time by the Chair, provided that at least 24 hours' notice is given to members of the Executive Committee.
4. For meetings of the House of Delegates, a majority of the delegates must be present to constitute a quorum. For meetings of the Executive Committee, a majority of members must be present to constitute a quorum. The House of Delegates and the Executive Committee may act by motion adopted by a majority of those present and voting.
5. The agenda for meetings of the House of Delegates will be prepared by the Chair with the advice of the Executive Committee. The Secretary will distribute the agenda to delegates at least 48 hours in advance of each meeting. Each agenda will provide an opportunity for any delegate to introduce items of business from the floor.

#### **Article V: Committees**

The House of Delegates may create standing and ad hoc committees, and the Executive Committee of the House of Delegates may also create ad hoc committees to study specific issues or areas of concern. All committees must report to the House of Delegates. The Chair, with the advice of the Executive Committee, may appoint committee members from the membership of the House of Delegates and from the faculty at large. As needed, committees may request the assistance and cooperation of the officers of the University.

##### **1. House of Delegates Research Committee**

**General Purpose.** In its meeting of 16 January 2004, the House of Delegates called for the establishment of a standing committee – the House of Delegates Research Committee (HDRC) – through which issues arising in research could be resolved or communicated between faculty and administrators of the University.

**Membership.** The Committee shall be comprised of one member from each academic unit. The term of office shall be for three years with approximately one third of the seats vacated and filled each year. In the Fall of each academic year, the Delegates will be asked to submit names of faculty in nomination for the HDRC. Nominees may be from within or from without the House of Delegates; faculty from the latter group must have already given their permission for nomination. Nominees should be asked, as well, whether they would be willing to serve as Chair of the Committee. At a regular Fall meeting of the House, it shall elect sufficient faculty from the list of nominations to replace those members whose terms expire that year. Former members may be re-elected to consecutive three-year terms. By separate vote, the full House of Delegates shall elect a chairperson from among the members of the HDRC. Any member of the House of Delegates may attend meetings of the HDRC, but s/he would do so without vote.

**Duties.** The duties of the HDRC shall be to

1. review periodically the administrative policies, procedures, and support for research within the University;
2. recommend to the House of Delegates changes that could enhance research or alleviate problems encountered by research faculty as they comply with or implement research policies and procedures;
3. receive from faculty of the University any issues, complaints, requests, or recommendations concerning research administration or policy;
4. convene interested faculty and administrators for discussion of research matters brought to the HDRC's attention and approved by the full House of Delegates for general announcement and discussion;
5. propose to the House of Delegates recommendations responsive to the research matters the HDRC considers;
6. report on its deliberations to the House of Delegates at least semi-annually; and

7. present to appropriate senior administrators House of Delegates-approved recommendations concerning research.

#### **Article VI: Communication with University Trustees**

1. The House of Delegates, on motions adopted by majority vote, is authorized to communicate on behalf of the faculties with the Educational Policy Committee of the University Trustees. In such event the concerns of the House of Delegates will be communicated in writing and shall reflect both the majority and dissenting views of the delegates. The written document will be prepared by the Secretary and approved by the Executive Committee before transmittal by the Chair to the President and the Secretary of the Board of Trustees. In the event the Educational Policy Committee desires oral presentation of the delegates' concerns, the House of Delegates will be represented by the Executive Committee.

2. If the House of Delegates defeats a motion to communicate with the University Trustees, the faculty of any academic unit may, by a two-thirds majority vote of its full-time faculty members present and voting, secure communication through the House of Delegates with the Educational Policy Committee. In the event of such a vote by the faculty of any academic unit or units, the Chair will transmit to the President and the Secretary of the Board of Trustees such written concerns as the moving faculty shall submit. In the event the Educational Policy Committee desires an oral presentation of the faculty's concerns, the University faculties will be represented by the officers of the House of Delegates and by three faculty members selected by the moving academic unit or units.

#### **Article VII: Amendments**

The Bylaws of the University House of Delegates may be amended by motion adopted by a two-thirds majority vote at two consecutive regular meetings of the House of Delegates, provided that the proposed amendment has been distributed to each delegate at least thirty days prior to the first meeting at which it is adopted.

Revised: February 14, 2008

### **1.03 The Collegiate Faculties**

The University Faculty is organized into colleges or schools as provided for by the Board of Trustees.

The respective collegiate faculties consist of the President, the Provost, the Dean of the college or school, and all persons appointed to an administrative or instructional position within the college or school with the rank of Professor, Associate Professor, Assistant Professor, or Instructor.

Each collegiate faculty may, subject to the approval of the President, adopt by-laws and rules concerning its own organization, governance, and procedures.

Each collegiate faculty may adopt its own regulations concerning the curriculum, the conferring of degrees, the admission or exclusion of students, and standards of academic performance, subject to the approval of the President and, where appropriate, the Board of Trustees.

Each collegiate faculty may adopt its own procedures for developing recommendations on faculty appointments, promotion, and tenure, subject to the policies of the University.

Each collegiate faculty may consider any matters touching the operation of its college or school and may make recommendations concerning these matters to the President, the administrative officers of the University, or the University faculty.



## **1.04 Structure of Academic Administration**

The University is organized into colleges or schools as established by the Board of Trustees. Each college or school has a Dean who serves as the principal academic officer for the college or school. The Provost is responsible as chief academic officer for coordinating the administration of the colleges and schools.

### **1.04.1 The Provost**

1. The Provost is responsible as chief academic officer for coordinating the administration of the colleges and schools and all academic support services. The Provost shall be an ex officio member of every faculty of the University. The Deans of the colleges and schools report to the Provost.

2. The Provost works with the Deans to facilitate adequate planning and to develop academic policies for carrying out the educational programs of the colleges and schools and for achieving the aims of the University. The Provost assists the colleges and schools to relate the goals of each unit to the goals of the University. This process provides a means whereby the diversity that exists among the various colleges and schools becomes mutually compatible and consistent with the over-arching mission of the University.

3. The Provost also provides leadership to the Deans in planning, implementing, and evaluating collegiate programs that will achieve and maintain a high level of educational quality. He/She acts to encourage and facilitate cooperative academic programs and sharing of academic support services among the colleges and schools. Some of the academic support services which are included are Records and Registration, Center for Teaching and Learning, University Commons, Undergraduate Research, International Programs, Summer Programs and the University Libraries. These provide necessary complements, especially to the academic programs in the colleges and schools.

4. The Provost is the chief planning officer for academic programs and budgets. The Provost assists the Deans in the coordination of cooperative and long-range planning and in the integration of planning, budgeting, and evaluation of academic and academic support programs. The Provost assists with the preparation of current and capital budgets of the colleges and schools, working with the Deans, Directors, and the appropriate financial officers. The annual budget requests for the colleges and schools are presented to the President through the Provost, who also submits evaluations and recommendations concerning such budget requests.

5. The Provost with the advice of the Deans, makes recommendations to the President regarding faculty appointments, promotion, and tenure for the colleges and schools and participates in the recruitment and selection of candidates for faculty appointments in the colleges and schools. The Provost is authorized to act in behalf of the President in issuing letters of appointment to the faculty of the colleges and schools.

### **1.04.2 Deans**

Each college or school of the University has a Dean, who serves as the principal academic officer for the college or school. The Dean is responsible for the full range of program development within the school. The Dean reports to the Provost. The responsibilities of the Dean include the following:

1. To lead in the design, development, and implementation of the educational program and to promote the effectiveness of the curriculum and instructional procedures.

2. To provide for the recruitment and selection of qualified faculty and to foster faculty development.

3. To review faculty eligibility for promotion and tenure, to conduct systematic evaluation of faculty performance, and to make recommendations to the Provost and the President concerning faculty appointments, rank, tenure, and salary.
4. To preside over the faculty, to assure the effective organization of the faculty, and to foster faculty collegiality.
5. To develop plans for the continued development of the college or school.
6. To develop recommendations to the Provost and the President regarding the operating budget for the college or school.
7. To foster the recognition and accreditation of the college or school by external agencies.
8. To represent the school in the Academic Council and to collaborate with administrative officers of the University in the refinement, development, and revision of University policies.
9. To promote understanding and support of the school among its various public.
10. To promote the effectiveness of library and instructional support services for the college or school.
11. To promote the effectiveness of Student Affairs and to enhance the well-being and safety of students.
12. To promote the effectiveness of institutional support services, plant operation and maintenance programs, and security services for the college or school.

The Dean is responsible for budget preparation for the school operation and for assuring adherence to the approved budget of the school. The administration of the budget must occur within the framework and limits of the University fiscal policy.

### **1.04.3 Academic Council**

The Academic Council is composed of the Provost, the Deans of the colleges and schools of the University, and the Director of Graduate Programs. The Academic Council is chaired by the Provost and meets monthly or on call of the Chair. The functions of the Academic Council include the following:

1. To prepare recommendations regarding intercollegiate or university academic policies.
2. To coordinate academic schedules and activities on an intercollegiate basis.
3. To share experiences and viewpoints on educational and administrative issues and to cooperatively explore possible solutions to the problems.
4. To collaborate in enhancing the quality of educational programs and in carrying out the educational mission of the University.
5. To advise the Provost on decisions, activities, and recommendations of the Office of the Provost.
6. To seek ways to increase the availability of resources for educational programs and to obtain optimal utilization of resources.
7. To facilitate communications and cooperation between general administrative offices and collegiate faculty and staff.
8. To improve the scope and effectiveness of long range academic planning.

#### **1.04.4 Undergraduate Council — Macon**

The Undergraduate Council advises the Provost on all aspects of the undergraduate programs of the University.

Membership consists of the Deans of the College of Liberal Arts, Stetson School of Business and Economics, School of Engineering, Tift College of Education, and Townsend School of Music; the Vice President for Student Affairs; Vice and Associate Provosts; Registrar; Bursar; Dean of Libraries; Directors of First-Year Experience and Academic Advising Center, Academic Resource Center, International Programs and Athletics.

#### **1.04.5 University Graduate Council**

##### **Purpose**

The University Graduate Council assures the quality, standards, design and conduct of graduate education in a manner consistent with the goals of Mercer University. The Council is advisory to the Provost.

##### **I. Functions**

- a. To assure the consistency of graduate programs in relation to the mission and purposes of Mercer University.
- b. To establish academic policies, regulations, and standards for all graduate programs of Mercer University consistent with the criteria of appropriate accrediting bodies.
- c. To review the academic policies, regulations, and standards of all Mercer University graduate programs.
- d. To review proposals for new graduate programs, program revisions, and graduate course changes.
- e. To establish specific criteria governing graduate faculty status.

##### **II. Membership**

Membership of the University Graduate Council shall consist of:

- a. Two graduate faculty members from each school or college having a graduate program. Each school or college is responsible for selecting from its graduate faculty members two individuals to serve on the University Graduate Council as voting members. These representatives may include the Associate Dean, the graduate program chair-director-coordinator, and/or members of the school or college graduate committee. Terms will be for two years and will be staggered to provide continuity of membership.
- b. Deans of each school or college having a graduate program (ex-officio, non-voting).
- c. The University Director of Graduate Programs as chair.
- d. For purposes of action on business before the Council, a quorum shall consist of 50% plus one of voting members or their proxies, provided that each school or college is represented by at least one member.

## 2. FACULTY PERSONNEL POLICIES

### 2.01 Faculty Appointments at Mercer University

The authority to appoint members of the faculty of Mercer University rests with the President, who acts on the authority of the Board of Trustees. Faculty appointments are governed by the following policies and procedures:

#### A. Qualifications for Faculty Appointment

The qualifications which are sought in candidates for a faculty appointment at Mercer University include the following:

1. Teaching effectiveness as exhibited in:
  - a. Mastery of the subject matter in the teaching field.
  - b. Understanding of the teaching/learning process.
  - c. Skill in employing a variety of instructional methods, as required by the educational objectives and the instructional situation.
  - d. Ability to sustain effective relationships with students.
  - e. Dedication to high academic standards.
2. Thorough and comprehensive scholarship, as reflected in:
  - a. Advanced degrees from accredited institutions.
  - b. Honors or other professional recognition.
  - c. Recognized research or performance.
  - d. Publication of results of research through journal or presses of recognized scholarly quality.
  - e. Participation and leadership in professional and learned societies.
3. Ability to participate in cooperative educational planning and academic policy making.
4. Commitment to the welfare of students and to the goals of student development; ability to provide responsible academic and personal advice to students.
5. Understanding of and appreciation for the mission of Mercer University.
6. Desire to improve the reputation and effectiveness of the University as a center of learning for faculty and students.

There is no general order of priority or importance in the above qualifications. The University is concerned with the total set of qualifications. One faculty member may be particularly strong in respect to one qualification, while a colleague may be particularly strong in respect to another. Nevertheless, all of the above qualifications are considered in the process of faculty recruitment and selection. The policies and procedures for faculty recruitment and faculty personnel administration are designed to enable the University to attract and retain persons who exhibit the highest qualifications available.

#### B. Rank

Faculty rank is assigned on the basis of academic qualifications and experience. Rank is assigned for both full-time and part-time faculty. Persons holding administrative office and librarians may be appointed with faculty rank if they so qualify.

The minimum degree requirements for appointment to the faculty normally are the master's degree or its equivalent for appointment to the rank of Instructor and the doctor's degree or its equivalent for appointment to the rank of Assistant Professor, Associate Professor or Professor. Specific requirements for faculty appointment by rank in the respective schools or colleges of the University are published in the supplements to the University Faculty Handbook for those schools and colleges.

Assignment of rank is based on merit and is not made automatically when minimum requirements are satisfied. An evaluation of the individual's total qualifications and contributions to the University is the determining factor in assigning rank, provided that the minimum degree and experience requirements have been satisfied.

Faculty appointments may be made on a full-time or part-time basis or with the designations "visiting" or "adjunct." Visiting faculty are appointed on a full-time basis usually for one year or less. Part-time faculty are appointed with the appropriate rank. Adjunct faculty are appointed with limited responsibilities and usually without compensation.

### **C. Procedures**

Appointment to the faculty is by a contract or letter of appointment issued by the University. Appointment to the faculty is made only by the President. The appointment is not validated until the appointment document has been returned to the University with the appointee's signature indicating acceptance or until the appointee has written a letter of acceptance to the University.

The President's offer of faculty appointment is made with the recommendations of the Provost and of the Dean of the college or school in which the individual holds faculty appointment. Each college or school maintains an organization and procedure for obtaining faculty participation in the recruitment, screening, and selection of new faculty, in the evaluation of faculty performance, and in the preparation of recommendations concerning faculty promotion and tenure. In colleges or schools with a strong departmental organization, such procedures may center in the department. In some colleges or schools, recommendations on faculty appointments may emerge from a faculty committee or from the faculty acting as a whole. The Dean carries major responsibility for faculty personnel administration and for the recruitment, selection, promotion and tenure of faculty of the highest possible qualifications. The Dean's recommendations to the Provost and the President are heavily influenced by the advice of faculty peers.

## **2.02 Terms of Appointment**

1. The terms and conditions of every appointment to the faculty are stated or confirmed in writing and a copy of the appointment document is supplied to the faculty member. Any subsequent extensions or modifications of an appointment, and any special understandings, or any notices incumbent upon either party to provide, are stated or confirmed in writing and a copy of the appointment document is given to the faculty member.

2. All full-time appointments to the faculty are of two kinds: 1) tenured; 2) non-tenured.

3. The faculty member is advised, at the time of appointment, of the substantive standards and procedures generally employed in decisions affecting renewal and tenure. Any special standards adopted by the faculty member's department, college, or school are also brought to his or her attention. The faculty member is advised of the time when decisions affecting renewal or tenure are ordinarily made and is given the opportunity to submit material which he or she believes will be helpful to an adequate consideration of his or her circumstances and qualifications.

4. Faculty members who teach outside their college or school will do so only with the concurrent approval of their dean and the dean of the college or school within which the additional teaching is done.

## **2.03 Graduate Faculty Appointment**

An institution offering a graduate degree must demonstrate a high level of faculty competence in the fields in which the programs are offered. Appointment to Graduate Faculty status is effective only while

appointees hold regular full-time or part-time teaching appointments at Mercer University. The types of Graduate Faculty appointments at Mercer University and the responsibilities associated with each are:

### **A. Graduate Faculty Member**

The Graduate Faculty Member may serve on dissertation/thesis committees and teach graduate-level courses. To be eligible for appointment as a Graduate Faculty Member the candidate must

1. be a full-time faculty member at Mercer University;
2. hold the highest earned degree in the teaching discipline or a related discipline;
3. have at least three years of acceptable experience as a faculty member within an academic institution; and
4. demonstrate commitment to graduate education and continuing professional growth through one or more of the following: teaching graduate courses, service on committees, mentoring, and involvement in other scholarly and/or professional activities.

Appointment as a Graduate Fellow or Graduate Faculty Member is for a term of five years.

### **B. Graduate Faculty Associate Member**

The Graduate Faculty Associate Member may serve on dissertation/thesis committees and teach graduate-level courses. To be eligible for appointment as a Graduate Faculty Associate Member, the candidate must

1. be a full-time or part-time faculty member at Mercer University.
2. hold a high earned degree in the teaching discipline or a related discipline; and
3. demonstrate commitment to graduate education and continuing professional growth through one or more of the following: teaching graduate courses, service on committees, mentoring, and involvement in other scholarly and/or professional activities.

Appointment as a Graduate Faculty Associate Member is for a term of three years.

### Appointment Procedures

The Dean of the school or college will nominate individuals for appointment to the Graduate Faculty. The appropriate documentation will be forwarded to the chair of the University Graduate Council for action by the Council. Recommendations from the Council will be submitted to the Provost for final approval and appointment.

## **2.04 Academic Freedom and Tenure**

### **2.04.1 General Principles**

#### **1. Academic Freedom**

Mercer University assures all members of the faculty, whether tenured or non-tenured, of full protection of academic freedom. The University's understanding of academic freedom is consistent with the definition contained in the Statement of Principles on Academic Freedom and Tenure formulated in 1940 by the Association of American Colleges and the American Association of University Professors. The relevant sections of the Statement state:

"Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

"Academic freedom is essential to these purposes 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 with it duties correlative with rights.

"(a) Teachers are entitled to full freedom in research and the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

"(b) Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

"(c) College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution."

An earlier statement of principles concerning academic freedom, which was developed in 1925 at a conference of higher education organizations and endorsed by the Association of American Colleges and the American Association of University Professors, declares:

"(a) A university or college may not place any restraint upon the teacher's freedom in investigation, unless restriction upon the amount of time devoted to it becomes necessary in order to prevent undue interference with teaching duties.

"(b) A university or college may not impose any limitation upon the teacher's freedom in the exposition of his own subject in the classroom or in addresses and publications outside the college, except in so far as the necessity of adapting instruction to the needs of immature students, or in the case of institutions of a denominational or artisan character, specific stipulations in advance, fully understood and accepted by both parties, limit the scope and character of instruction.

"(c) No teacher may claim as his right the privilege of discussing in his classroom controversial topics outside of his own field of study. The teacher is morally bound not to take advantage of his position by introducing into the classroom provocative discussions or irrelevant subjects not within the field of his study.

"(d) A university or college should recognize that the teacher in speaking and writing outside of the institution upon subjects beyond the scope of his own field of study is entitled to precisely the same freedom and is subject to the same responsibility as attached to all other citizens. If the extra-mural utterances of a teacher should be such as to raise grave doubts concerning his fitness for his position, the question should in all cases be submitted to an appropriate committee of the faculty of which he is a member. It should be clearly understood that an institution assumes no responsibility for views expressed by members of its staff; and teachers should, when necessary, take pains to make it clear that they are expressing only their personal opinions."

Mercer University is firmly committed to the tradition of academic freedom in American colleges and universities and seeks to maintain conditions which are conducive to open inquiry.

### **Political Activities of Faculty Members**

Faculty members, as citizens, are free to engage in political activities. Leaves of absence without pay may be given or required for the duration of an election campaign or a term of office on timely application and for a reasonable period of time. The terms of such leave of absence shall be set forth in writing, and the leave shall not affect unfavorably the tenure status of a faculty member, except that time spent on such leave shall not count as probationary service unless otherwise agreed.

The University itself is prohibited, as a condition of its tax-exempt status, from participating in political campaigns. Accordingly, when endorsing or opposing candidates for public office, faculty members should take special care to make clear that they are not speaking for the University. Mercer's name may not be used on stationery or other documents intended for political purposes, including soliciting funds for political support.

## **2. Tenure**

Tenure is viewed by the University as an important means to assure: 1) Freedom of teaching, research, and extra-mural activities under the guidance of professional responsibility; and 2) A sufficient degree of economic security to make teaching at Mercer University attractive to persons of high ability. Freedom and economic security for the faculty are viewed as indispensable to the effectiveness of the University's service to its students, to its constituency, and to society.

The standards and procedures for granting tenure at Mercer are set forth in Section 2.04.2. The granting of tenure is not an unconditional guarantee of permanent faculty appointment. Rather, tenure provides assurance that an appointment will be continued until retirement in accordance with the University's retirement policy or until termination or dismissal by the University for adequate reason or cause.

## **3. Professional Ethics**

The University's guarantees of academic freedom presuppose that members of the faculty will act in a professionally responsible manner. The University expects that members of the faculty will be governed by the AAUP Statement on Professional Ethics (1987), which declares:

"I. Professors, guided by a deep conviction of worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

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

"III. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debts and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of the institution.

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



"V. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom."

## **2.04.2 Tenured Appointments**

1. Though tenure may be granted at any time by the President, usually it is conferred only after completion of a probationary period. Tenure is awarded by the President upon the authority of the Board of Trustees and with the advice of the Provost and the Dean of the college or school in which the individual holds faculty appointment. Fitness for tenure is determined through a review process involving faculty colleagues, department chairpersons, faculty personnel committees, and academic officers, who consider evidence of the candidate's contribution to the educational program, scholarship, and potential for continued contribution to the University. Guidelines for more explicit application of the University's general tenure policy are developed by the individual colleges and schools, subject to the approval of the President.
2. Tenure is based on merit. Merit is determined in the aggregate, with emphasis on the following criteria:
  - a. Quality of teaching and attention given to students as individuals.
  - b. Breadth, depth, and variety of education and experience.
  - c. Professional achievement and scholarship.
  - d. Responsible participation in group deliberative processes.
  - e. Professional responsibility and service to the school and community.
3. Only faculty members holding the rank of professor, associate professor, or assistant professor are eligible for consideration for tenure.
4. Tenure-relevant experience:
  - a. Tenure-relevant experience is counted only for full-time service at the rank of assistant professor or above.
  - b. In the case of new appointments the dean determines the amount of previous tenure-relevant experience and includes this information in the initial contract letter.
  - c. The contract includes the following elements:
    - (1) Effective date of appointment.
    - (2) Amount of previous tenure-relevant experience.
    - (3) Anticipated year of tenure review.
    - (4) Anticipated effective date of tenure, if awarded.
    - (5) Specific tenure policy of the appropriate school or college.
5. Tenure notification:
  - a. Review and notification for tenure occurs during the sixth year of full-time faculty appointment in the University and may not be deferred beyond that year, subject only to the conditions of the appeals process (See 2.05). Tenure becomes effective at the beginning of the seventh contract year. Subject to specific qualifications in the guidelines of the different colleges and schools as approved by the President, shorter or longer probationary periods may be established.
  - b. Faculty members are notified of tenure or offered a one-year terminal contract no later than May 1 of the year of tenure review.
  - c. If promotion is awarded to a faculty member before the probationary period is completed, no promise of eventual tenure is implied.

6. Should a faculty member be granted a sabbatical leave or leave of absence, the period of such leave may count, under prior agreement with the University, as part of the probationary period. Tenure review may not occur during such leave.
7. Faculty members whose appointment depends upon continued external funding are not subject to the maximum limitation of the period of probationary appointment.
8. Each faculty member with tenure is informed in writing of the terms and conditions for a continued appointment not later than two weeks after formal approval by the Board of Trustees.
9. For faculty members employed by the University on or before April 15, 1988, the granting of tenure conforms to the tenure policy in force on the effective date of initial appointment in the college or school.

### **2.04.3 Non-tenured Appointments**

1. Non-tenured faculty appointments at the University fall into two broad categories: (a) those eligible for tenure consideration ("tenure-track appointments") and (b) those not eligible for consideration for tenure ("non-tenure-track appointments"). Part-time faculty, faculty holding the rank of instructor or lecturer, and visiting and adjunct faculty are ineligible for tenure consideration unless a specific agreement provides otherwise. Individual colleges and schools may establish other titles, ranks or descriptions of appointments not eligible for tenure, subject to the approval of the President.
2. Non-tenured faculty appointments may be for one year or for other stated periods (but not in excess of three years), and are renewable at the option of the University. The duration of certain non-tenure-track appointments (e.g. research faculty positions) may be tied to the availability of funding from specified sources rather than to a fixed time period.
3. Non-tenured faculty members will be advised of the terms and conditions of their appointment, in writing, at the time of initial appointment and each year thereafter.
4. A major responsibility of the University is to recruit and retain the best qualified faculty within its goals and means. Accordingly, the University may decide not to renew a non-tenured appointment in order to seek a better qualified replacement. In addition, a decision not to renew a non-tenured appointment may be made for various institutional reasons unrelated to the faculty member's performance. A decision not to renew a non-tenured faculty member's appointment should not be confused with a termination or dismissal for cause. Until tenure has been granted there is no obligation on the part of either the University or the faculty member to renew an appointment after its expiration.
5. Regardless of the stated term or other provisions of the appointment, written notice that a tenure-track appointment is not to be renewed shall be given to the faculty member in advance of the expiration of the appointment, as follows:
  - a. Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminated within an academic year, at least three months in advance of its termination.
  - b. Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.
  - c. At least twelve months before the expiration of an appointment after two or more years of full-time faculty service at the institution.

6. Written notice that a full-time non-tenure-track appointment is not to be renewed shall be given to the faculty member in accordance with the above schedule, unless the written appointment or reappointment letter provides otherwise.

7. Persons who hold non-tenured faculty appointments at the University are entitled to the same guarantees of academic freedom as tenured faculty.

#### **2.04.4 Faculty Emeritus/Emerita Status Eligibility Criteria, Process, and Benefits**

##### 1. Eligibility Criteria:

- a. The faculty members must have held the rank of either Associate Professor or Professor.
- b. The faculty member must have served a minimum of the equivalent of ten (10) years of exceptional service to Mercer.
- c. The faculty member must be fully retired from Mercer before Emeritus/Emerita status may be awarded.
- d. A faculty member may be given Emeritus/Emerita status posthumously.

##### 2. Process:

- a. A letter of nomination for the faculty member must be submitted from the Department Chair (or equivalent) to the appropriate School of College Dean. Letters of nomination may also be accepted by the Dean from faculty colleagues.
- b. Evidence of the faculty member's exceptional contributions to Mercer, duly documented, must accompany the Chair's letter of nomination. A current curriculum vitae of the applicant should be included with the letter of nomination.
- c. Nominations are due in the Dean's office no later than January 15 of each year.
- d. The Dean will either endorse or not endorse the nomination with supporting comments and forward the application to the chief academic officer.
- e. The chief academic officer will either endorse or not endorse the nomination with supporting comments and forward the application to the President.
- f. The President will make a decision on the nomination no later than April 1 of each year.
- g. If the President decides favorably on a faculty member's nomination, the award of emeritus status shall be submitted to the Board of Trustees for confirmation at its regular April meeting.
- h. Emeritus/Emerita status may be rescinded at any time for good reason and/or cause with due process.

##### 3. Benefits:

- a. Lifetime issuance of an Emeritus/Emerita Faculty Identification Card (BearCard).
- b. Lifetime listings in the University Catalog and telephone directory as an emeritus faculty member.
- c. Emeritus/Emerita faculty may continue to maintain an e-mail account and Internet access through the University, subject to adequate University resources as determined by the appropriate School or College Dean.
- d. Emeritus/Emerita faculty will have access to the library and all recreational facilities and events at a standard faculty rate.
- e. Emeritus/Emerita faculty will receive a free parking permit upon annual request.
- f. Emeritus/Emerita faculty may request use of a departmental mailbox and University office space, contingent upon the availability of office space as determined and approved the appropriate Department chairperson.
- g. Emeritus/Emerita faculty may have access to reasonable usage of Department stationery and mailing privileges, contingent upon available resources as determined by the appropriate Department Chairperson.
- h. Emeritus/Emerita faculty may continue to be eligible to teach or perform research as needed.
- i. Emeritus/Emerita faculty may be eligible to serve on ad hoc School/College and University committees upon appointment by the respective School or College Dean, the House of Delegates, or the chief academic officer.

- j. Emeritus/Emerita faculty will have other rights and privileges enjoyed by retired University faculty as stated in the appropriate University policies.

#### **2.04.5 Collegiate Regulations on Faculty Appointments**

Schools and colleges may promulgate regulations on faculty appointments, tenure and promotion not inconsistent with those contained within this document. Such regulations are published in the supplemental handbooks section for the respective schools and colleges.

#### **2.04.6 Administrative Personnel**

1. The foregoing regulations on appointments apply to administrative personnel who hold academic rank, but only in their capacity as faculty members. Tenure is not granted for an administrative position, and appointments to administrative positions may be changed or withdrawn at any time. An administrative officer may hold tenure as a member of the faculty (provided that he/she is so qualified), but he/she may not hold tenure with respect to the administrative position. Years of service in an administrative position are not counted toward the probationary period leading to tenure.

Where an administrator alleges that considerations which violated academic freedom or University policies against discrimination significantly contributed to a decision to terminate his/her appointment to his/her administrative post, or not to reappoint him/her, he/she is entitled to the procedures set forth in Section 2.10.

2. No additional compensation is to be paid to deans, associate deans, assistant deans, and vice presidents (not including assistant and associate vice presidents) for teaching. Teaching is expected of deans, associate deans, and assistant deans and teaching by vice presidents should be on a volunteer basis, given the level of compensation they already receive. In this context, "additional compensation" means additional salary and/or any funds set aside in special accounts (travel accounts, expense accounts, equipment accounts, research accounts, and the like) for use by these University officials.

#### **2.05 Review Procedures Leading to Reappointment, Promotion, Tenure or Non-renewal**

1. The procedures for periodic review of faculty leading to reappointment, promotion, tenure, or non-renewal are designed to assure the exercise of responsible professional judgment, and to obtain the application of relevant criteria of evaluation to protect the individual from arbitrary or subjective evaluation. The review is also intended to provide the faculty member with specific suggestions for further improvement of his/her performance and further development of his/her competence.

2. The criteria considered in a review for reappointment or promotion are based on the qualifications for faculty appointment as outlined in Section 2.01 above. The criteria considered in a review for tenure are summarized in Section 2.04.2.

3. Each individual being considered for reappointment, promotion, or tenure shall be notified of the organization, time schedule, and procedure for the review of his/her qualifications and professional activities. The faculty member shall be advised of the substantive standards generally employed in decisions affecting reappointment, promotion, and tenure. A recommendation regarding multi-year reappointment, promotion, or tenure shall be reached with the advice of an appropriate advisory committee of faculty peers, who shall consider such available evidence as they judge to be relevant. The recommendation of the committee shall be presented to the Dean of the school or college, who shall then prepare his/her own recommendation. The recommendations of the committee and of the Dean shall be presented to the Provost, who shall present them in turn with his/her own recommendation to the President.

4. The formal review outlined in Paragraph 3 above is not required for a one-year renewal of appointment.

5. The decision to authorize a multi-year appointment, a promotion, or an appointment with tenure shall be made by the President.

6. The formal review outlined in paragraph 3 above is not required when a non-renewal decision is made for institutional reasons unrelated to the faculty member's performance (e.g. the need to restrict offerings in a school or department because of reduced enrollments, budget cuts, etc.).

7. When a decision has been reached not to reappoint, not to promote, or not to grant tenure, the faculty member shall be advised in writing of that decision. Upon request, the faculty member shall be advised of the reasons which contributed to the decision.

8. If a faculty member believes that the decision against reappointment, promotion, or tenure was based on inadequate consideration, he/she may petition for review, as provided in Section 2.09. If a faculty member believes that the decision against reappointment, promotion, or tenure was based significantly on considerations violative of academic freedom or University policies prohibiting discrimination, the faculty member may file a complaint as provided in Section 2.10.

## **2.06 Termination of Appointments by the University**

1. Termination of an appointment with tenure or of a non-tenured appointment before the end of the appointment term may be effected by the institution only for adequate cause. Without limiting the generality of the term "adequate cause," the following are examples of circumstances which shall be considered as constituting adequate cause: (a) demonstrated incompetence or dishonesty in teaching or research; (b) substantial and manifest neglect of duties; (c) moral turpitude; (d) flagrant violation of professional ethics, or personal conduct which substantially impairs the individual's fulfillment of responsibilities to the University; (e) functional medical disability; (f) financial exigency; and (g) discontinuance of program. The burden of proof that such circumstances exist rests upon the University.

2. If the termination takes the form of dismissal for cause, including those indicated as examples (a) through (d) above, it shall be pursuant to the dismissal procedures specified in Section 2.08 Dismissal Procedures.

3. Termination of a tenured appointment, or of a non-tenured appointment before the end of the period of appointment, for medical reasons shall be based upon clear and convincing medical evidence that shall, if the faculty member requests, be reviewed in accordance with the procedures specified in Section 2.08 Dismissal Procedures.

4. Termination of a tenured appointment, or of a non-tenured appointment before the end of the appointment term, may occur as a result of financial exigency or as a result of the formal discontinuance of a program. In these cases, the procedures specified in Section 2.08 shall not apply, but the standards and procedures prescribed under paragraphs 5 and 6 below, in the case of financial exigency, or under paragraph 7 below, in the case of discontinuance of program, shall be followed. Paragraphs 8 and 9 below indicate special rights of faculty terminated under these circumstances.

5. The decision that a financial exigency exists shall be made by the Board of Trustees only after the following steps have been carried out:

- a. If the President believes that a financial crisis threatens the University that may justify declaration of a state of financial exigency, the President shall call the Financial Emergency Committee into session and shall inform it of the nature and severity of the perceived financial crisis. The Financial Emergency Committee shall consist of the Executive Committee of the University Faculty House of Delegates together with one other faculty member from each college or school of the University. The Chair of the House of Delegates shall chair the Financial Emergency Committee.

- b. The Financial Emergency Committee shall request that the House of Delegates meet. At that meeting the President shall inform the HOD of the nature of the financial crisis. The HOD shall determine whether, in its judgment, the crisis is severe enough to warrant declaration of a state of financial exigency and shall record its determination in a resolution to be communicated to the President and to the Financial Emergency Committee.
  - c. The Financial Emergency Committee shall determine whether a financial crisis justifying the declaration of financial exigency exists and shall communicate its determination to the President.
  - d. The President shall, in consultation with the Financial Emergency Committee and the HOD, determine whether a financial crisis justifying declaration of financial exigency exists.
  - e. If the President and the Financial Emergency Committee agree that such a financial crisis exists, a joint recommendation that financial exigency be declared shall be forwarded to the Board of Trustees, together with all supporting documents and the resolution of the HOD. If the determinations of the President and of the Financial Emergency Committee differ, both determinations together with all supporting documents and the resolution of the HOD shall be presented by the President and the Chair of the Financial Emergency Committee to the Board of Trustees before the Board acts on the recommendation.
  - f. A state of financial exigency shall exist upon declaration by the Board of Trustees.
6. Upon declaration of a state of financial exigency, the following procedures shall be carried out:
- a. The Financial Emergency Committee shall advise the President on means by which the University can resolve the financial crisis. The Financial Emergency Committee shall concurrently apprise the HOD of its deliberations and advice.
  - b. The Financial Emergency Committee shall identify and evaluate cost-reduction measures designed to avoid the need for termination of faculty appointments, and shall recommend to the President such alternatives as it deems feasible and appropriate. The Financial Emergency Committee shall consider such measures as temporary furlough of faculty as a means of meeting the financial crisis in the short term while allowing long-term measures to be undertaken in an orderly manner.
  - c. The President and the Board of Trustees shall consider and implement all cost-reduction measures, short of termination of faculty appointments, which they deem feasible and appropriate. The hiring of new faculty during a financial emergency shall be limited to extraordinary circumstances wherein an academic program would otherwise be seriously affected. Such proposed new hiring shall be stringently reviewed by the appropriate elected faculty body in each school or college.
  - d. If such cost-reduction measures are deemed by the President to be insufficient to resolve the financial crisis, the President shall ask the Financial Emergency Committee to develop procedures for the termination of faculty appointments. In the development of these procedures, the Financial Emergency Committee shall be guided by the following principles:
    - i. Program needs. In order to meet the needs of the reduced program at the highest level of academic quality on a long-range basis, the following factors will be considered: (a) experience and knowledge in the courses offered in the reduced program; (b) academic credentials; (c) teaching load (number of sections and students taught); (d) teaching ability; (e) experience or knowledge in other academic areas (ability to double

up); and (f) research and scholarly quality and productivity. Individual faculty salaries will not be considered.

- ii. Tenure status. A tenured faculty member will generally be retained in preference to a non-tenured faculty member.

7. "Program," as used herein, means (a) a College, School, department, division, or instructional unit headed by an academic administrator; (b) a coherent set of courses or program of study that leads to an academic degree; (c) a coherent set of courses or program of study that does not lead to an academic degree but serves to educate or train students a (e.g., a professional certification program or a remedial program); or (d) a research or service unit, which may or may not educate students. Programs shall be defined by the academic unit of oversight. For the purposes of closure, only those programs defined as such for one academic year prior to consideration for closure shall be considered "programs." If the program to be eliminated is a department or other unit within a College or School, the decision shall be made by the Board after receiving the recommendations of the faculty (or appropriate faculty body) of the College or School, the Dean, the Provost, the President, and the Educational Policy Committee. If the program to be eliminated is an entire College or School, the decision shall be made by the Board after receiving the recommendations of the affected faculty, the University Faculty House of Delegates, the Provost, the President, and the Educational Policy Committee.

8. Tenured faculty members identified for termination as a result of financial exigency or program elimination shall have the following rights, without limitation:

- a. Tenured faculty members whose appointments will be terminated must be given notice as soon as possible and should be given notice at least 12 months in advance of the effective date of termination. If the termination decision has not been made in time to permit 12 months' notice, severance salary shall be awarded to the extent of the lateness of the notice.
- b. The University will make every effort to place affected tenured faculty members in other suitable positions within the institution. In no event shall such efforts require the placement of a faculty member in a position for which he or she is not qualified.
- c. The faculty member may request review of the termination decision. An appropriate faculty committee shall be appointed to consider such requests and to make recommendations to the President, whose decision may be appealed to the Board of Trustees. The issues which may be considered in such a review are whether the institution has complied with the standards and procedures in this Section and whether the criteria were properly applied in the individual case.
- d. No tenured appointment terminated because of financial exigency or program elimination shall be filled by a replacement within a period of two years, unless the terminated faculty member has been offered reappointment and given a reasonable time within which to accept or decline the offer.

9. Non-tenured faculty members whose positions are eliminated as a result of financial exigency or program elimination shall have the following rights, without limitation:

- a. Non-tenured faculty members must be given notice as soon as possible and should be given notice of non-renewal in accordance with the schedule provided in Section 2.04.3 Nontenured Appointments. If the decision has not been made until after the appropriate date by which notice should be given, the appointment shall be renewed for a partial term or severance salary shall be awarded to the extent of the lateness of the notice.
- b. The faculty member may request review of the decision, as provided in paragraph 8.c above.

## **2.07 Termination of Appointment by the Faculty Member**

A faculty member may terminate his/her appointment effective at the end of an academic year, provided that he/she gives notice in writing at the earliest possible opportunity, but not later than 30 days after receiving notification of the terms of his/her reappointment for the coming year. The faculty member may properly request a waiver of this requirement of notice in case of hardship or in a situation where he/she would otherwise be denied substantial professional advancement or other opportunity. Faculty members are expected to give due notice of their intentions not to accept reappointment so as to assist the University in procuring a qualified replacement.

## **2.08 Dismissal Procedures**

1. Cause for a dismissal, other than financial exigency or discontinuance of programs shall be related, directly and substantially, to the fitness of the faculty member in his/her professional capacity as a teacher or researcher.

2. Dismissal of a faculty member with tenure or with a non-tenured appointment before the end of the specified term shall be preceded by: (1) Discussions between the faculty member and the Provost looking toward a mutual settlement; (2) Informal inquiry by a committee composed of full-time faculty members in his/her school or college other than the person under inquiry which may, failing to effect an adjustment, determine whether in its opinion dismissal proceedings should be undertaken, without its opinion being binding upon the President; (3) A statement of charges, framed with reasonable particularity by the President or his delegate.

3. A dismissal of a tenured faculty member or of a non-tenured faculty member before the end of the specified term shall be preceded by a statement of alleged reason, and the individual concerned shall have the right to be heard by a hearing committee composed of full-time faculty members (other than the person under inquiry) as provided for by each of the schools and colleges of the University. A committee member shall remove himself/herself from the case either at the request of a party to the dismissal proceedings or on his/her own initiative if he/she deems himself/herself disqualified for bias or interest. Each party shall have a maximum of two challenges of members of the Committee without stated cause. The Committee shall choose one of its own members to serve as chair.

- a. Service of notice of hearing with specific charges in writing shall be made at least 20 days prior to the hearing. The faculty member may waive a hearing or may respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing, but denies the charges against him/her or asserts that the charges do not support a finding of adequate cause, the hearing committee shall evaluate all available evidence and rest its recommendations upon the evidence in the record.
- b. The hearing committee, in consultation with the faculty member, shall exercise its judgment as to whether the hearing should be public or private.
- c. During the proceedings, the faculty member shall be permitted to have both academic and legal counsel of his/her own choosing.
- d. At the request of either party or the hearing committee, a representative of a responsible educational association shall be permitted to attend the proceedings as an observer.
- e. A verbatim record of the hearing or hearings shall be taken and a typewritten copy shall be made available to the faculty member without cost to him/her, at his/her request.
- f. The burden of proof that adequate cause exists rests with the institution, and shall be satisfied only by clear and convincing evidence in the record considered as a whole.



- g. The hearing committee shall grant adjournments to enable either party to investigate evidence as to which a valid claim is made.
- h. The faculty member shall be afforded an opportunity to obtain necessary witnesses and documentary or other evidence, and the administration of the institution shall, insofar as it is possible for it to do so, secure the cooperation of such witnesses and make available necessary documents and other evidence within its control.
- i. Both parties shall have the right to confront and cross-examine all witnesses. Where a witness cannot or will not appear, but the committee determines that the interests of justice require admission of his/her statement, the committee shall identify the witness, disclose his statement and if possible, provide for interrogatories.
- j. In the hearing of charges of incompetence, the testimony shall include that of qualified faculty members from this or other institutions of higher learning.
- k. The hearing committee shall not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every reasonable effort shall be made to obtain the most reliable evidence available.
- l. The findings of fact and the decision shall be based solely on the hearing record.
- m. Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by either the faculty member or administrative officers shall be avoided so far as possible until the proceedings have been completed, including consideration by the Board of Trustees of the University. The President and the faculty member shall be notified of the decision in writing and shall be given a copy of the record of the hearing.
- n. If the hearing committee concludes that adequate cause for dismissal has been established by the evidence in the record, it shall so report to the Provost and the President. The Provost may, if he/she chooses, present his/her own recommendation to the President, independent of the recommendation of the hearing committee. If the hearing committee concludes that adequate cause for dismissal has not been established, but that an academic penalty less than dismissal would be appropriate, it shall be recommended with supporting reasons. If the President rejects the report, he/she shall state his reasons for doing so, in writing, to the hearing committee and to the faculty member, and provide an opportunity for response.
- o. If dismissal or other penalty is recommended by the committee and approved by the President, the President shall, on request of the faculty member, transmit to the Board of Trustees of the University the record of the case. That Board's review shall be based on the record of the committee hearing, and shall provide opportunity for argument, oral or written or both, by the principals at the hearing or by their representatives. The decision of the hearing committee shall either be sustained, or the proceeding returned to the President with specific objections. The committee shall then reconsider, taking into account the stated objections and receiving new evidence, if necessary. The Board of Trustees of the University shall make a final decision only after study of the committee's reconsideration and transmittal by the President. All action of the Board with reference to the administration of tenure policy shall be taken by the Executive Committee of the Board unless the Board directs to the contrary.

4. Until the final decision upon termination of an appointment has been reached, the faculty member shall be suspended or assigned to other duties only if immediate harm to himself/herself or others is threatened by his continuance. Before suspending a faculty member, pending an ultimate determination of his status through the institution's hearing procedure, the administration shall consult with the faculty or appropriate faculty committee of the school involved. Suspension is appropriate only

pending a hearing; a suspension which is intended to be final is a dismissal and will be dealt with as such. Salary shall continue during the period of suspension.

## **2.09 Review Procedures: Allegations of Inadequate Consideration**

1. If a faculty member alleges that the decision against reappointment, promotion or tenure was based on inadequate consideration, he/she may petition for review of the procedure followed in reaching the decision. The petition shall be filed within thirty (30) days with the Provost, who shall refer the matter to an appropriate faculty review committee in the faculty member's School or College.

2. The review committee will determine whether the decision was the result of adequate consideration in terms of the relevant standards of the institution. "Adequate consideration" in this context refers to procedural rather than substantive issues. The review committee will not substitute its judgment on the merits for that of the original recommending or decision-making body.

3. If the review committee believes that adequate consideration was not given to the faculty member's qualifications, it will request reconsideration by the original recommending or decision-making body, indicating the respects in which it believes the consideration may have been inadequate.

4. The review committee will provide copies of its findings to the faculty member, the original recommending or decision-making body, and the Dean.

## **2.10 Grievance Procedure for Faculty (Discrimination, Employment Actions, Academic Freedom, Workplace Safety)**

1. The following procedures shall apply to all complaints by faculty members (including tenured faculty and non-tenured faculty) alleging violation of University policies prohibiting discrimination in employment on the basis of race, color, national origin, disability, veteran status, sex, sexual orientation, age or religion. This procedure is intended to provide the grievance procedure required under Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and similar federal laws and regulations prohibiting discrimination in employment. These procedures shall also apply to other complaints by faculty members involving employment actions (including actions with respect to rank, salary, fringe benefits, sabbatical and other leaves, workload and work assignment), complaints by faculty members alleging a violation of academic freedom, and complaints by faculty alleging violations of or the failure to enforce University policies on health and safety in the workplace. As used in this paragraph, the term "employment actions" shall not include actions with respect to the non-renewal of a non-tenured faculty member's appointment, unless the faculty member's complaint alleges a breach of contract, employment discrimination, or a violation of academic freedom.

2. No faculty member's employment or academic status at Mercer University will be adversely affected in any way as a result of using the grievance procedures described below, nor will Mercer University tolerate any retaliatory action against a person using these procedures. Any faculty member filing a grievance and any person against whom a grievance is filed have the right to hire and be represented by independent legal counsel in connection with these grievance procedures, provided that the role of legal counsel during any hearing shall be limited to providing advice and consultation to his or her client. Such advice and counsel shall be provided in a manner that does not disrupt the proceedings, and legal counsel shall not actively participate in the hearing.

3. The purpose of this grievance procedure is to ensure that complaints are resolved internally within the University in a fair, effective, and timely manner. Faculty members who believe they have been discriminated against in violation of the University's policy of equal employment opportunity should contact the Equal Opportunity Officer (See Section 2.15). The Equal Opportunity Officer will discuss the matter with the faculty member and the appropriate Dean and will attempt to resolve the matter informally. The Equal Opportunity Officer may involve an external mediator in an effort to reach a resolution that the parties can agree on. If the attempt to resolve the matter informally is not successful,

the faculty member may proceed with the formal grievance process described in paragraph 4 below. In cases not alleging discrimination, this formal grievance procedure at the University level is generally designed to be used only after informal negotiation and/or a School's or College's internal grievance procedure has failed to produce a mutually acceptable resolution of the complaint. In cases where the complaining faculty member's School or College has an internal grievance procedure, the complaining faculty member should attempt to resolve the grievance through that procedure. In cases where the complaining faculty member's School or College does not have an internal grievance procedure, the complaining faculty member should contact his/her Dean in an effort to resolve the grievance by informal methods. Grievances against Deans, however, may be filed directly with the Provost as described in paragraph 4 below.

4. (a) If a grievance is against a Dean, or (b) if a mutually satisfactory resolution of the grievance cannot be reached by informal methods within thirty (30) calendar days after the complaining faculty member has contacted his/her Dean on the matter, or (c) if a mutually satisfactory resolution of the grievance cannot be reached through the School's or College's internal grievance procedure within thirty (30) calendar days of its filing, the faculty member who wishes to invoke the formal grievance procedure at the University level shall file a written complaint with the Provost. The written complaint must include at least the following:

- Identification of the individual(s) against whom the grievance is being lodged;
- Description of the specific action(s) giving rise to the grievance;
- Rationale for assertion that the specific action(s) was (were) in violation of University policy;
- The date or period of time in which the action(s) occurred, and the location of the incident(s);
- The desired remedy;
- The name, addresses, and phone numbers of the grievant; and
- The grievant's signature.

Within seven (7) calendar days of receipt of the written complaint, the Provost shall send copies to the individual(s) against whom the grievance is being lodged and to the Chair of the House of Delegates.

In the event that a faculty member has a grievance against the Provost, the faculty member shall file a written complaint directly with the Chair of the House of Delegates, who shall forward a copy of the complaint to the Provost as the individual against whom the grievance is being lodged within seven (7) calendar days.

5. Within fifteen (15) calendar days of receipt of a copy of the written complaint, the individual(s) against whom the grievance is being lodged shall submit to the Provost a written answer to the complaint. The Provost shall send copies of the answer to the grievant and to the Chair of the House of Delegates within ten (10) calendar days. In the event that a faculty member has a grievance against the Provost, the written answer shall be submitted to the Chair of the House of Delegates, who shall send copies of the answer to the grievant within ten (10) calendar days. Within seven (7) calendar days after receipt of the answer, the Chair of the House of Delegates shall convene the Executive Committee of the House to select the members of a Grievance Review Committee (GRC), constituted in the manner described in the following paragraph, which will investigate and pass judgment on the grievance. Once selected, the Grievance Review Committee (GRC) will carry out its charge within sixty (60) calendar days, including meeting with the grievant and the party(ies) against whom the grievance is filed, and reporting its findings and recommendations in writing to the Chair of the House of Delegates, the Provost, and the principals in the grievance.

6. Each School or College shall select one full professor or other senior level faculty member who shall serve a two-year term on the Faculty Grievance Review Board (GRB). This selection shall be made either by vote of the entire faculty, or by a committee designated by the entire faculty. When asked to help adjudicate a faculty grievance, the Executive Committee of the House of Delegates shall select from this Faculty Grievance Review Board (GRB) three (3) members to serve on the Grievance Review Committee (GRC). Wherever possible, the Executive Committee will ensure that gender and minority

interests will be represented, particularly for grievances involving claims of discrimination. The voting membership of the GRC will also include one faculty member from the GRB selected by the individual lodging the grievance and one faculty member from the GRB selected by the individual against whom the grievance was lodged. Within seven (7) calendar days of receiving notification of the membership of the GRC, either principal party in the grievance may request of the Chair of the House of Delegates, with written justification, that the Executive Committee replace any one (1) of the selected GRC members. The Chair of the GRC shall be appointed by the Executive Committee from among the faculty members it selected to serve on the GRC. The University's General Counsel shall serve as an advisor to the GRC throughout the entire course of its deliberations.

7. At all times the GRC shall be guided by the principle of "due process" in the sense that each party in the dispute shall be given ample opportunity to state his or her case and that the GRC's judgments shall be rendered fairly and impartially.

8. Each member of the GRC shall receive copies of the grievance. The GRC shall have broad power, at its discretion, to ask for additional evidence. The GRC, at its option, may elect to provide each party a list of written questions that the members of the GRC wish to ask at the hearing. Copies of these questions must be submitted to each party at least fourteen (14) calendar days before any hearing is convened. These written questions and their answers will become part of the confidential written record of the hearing, but shall not limit the number and scope of other questions that the members of the GRC may ask at the hearing. A hearing will be held to resolve the matter, and will be scheduled to take place on the campus where the grievant's principal office is located. The time, date, and location of any hearing(s) on the complaint shall be communicated to all parties at least fourteen (14) calendar days before the hearing is convened. The following stipulations govern the conduct of the hearing:

- a. The grievant and the party against whom the grievance is filed shall provide to the GRC, no later than seven (7) calendar days prior to the hearing, a list of witnesses who are expected to testify on behalf of each party at the hearing. Both parties shall avoid calling multiple witnesses who are expected to testify about the same information so that the hearing may be conducted in as efficient a manner as possible.
- b. The hearing shall be private, due to the confidential nature of many of the issues raised.
- c. There shall be no public statements by any parties until a final decision on the grievance has been rendered.
- d. A tape recording or complete transcript of the proceedings shall be kept confidentially by the GRC and made available, upon request, to both parties within fourteen (14) calendar days of the hearing.
- e. The GRC may grant adjournments to enable either party to investigate evidence if a valid claim of surprise is made or when, in the opinion of the GRC, an interruption in the proceedings would be desirable.
- f. Both parties shall have the right to question all witnesses who are summoned to testify at the hearing.
- g. The GRC will not be bound by formal rules of legal evidence and may admit any evidence of value in determining the issues involved.
- h. The findings and the decision of the GRC will be based solely on the record of the hearing.
- i. All members of the GRC must be present for hearings, deliberations, and voting.
- j. Within fourteen (14) calendar days of the hearing, the GRC shall make written findings of fact and recommendations with respect to each allegation raised in the grievance. The precise GRC vote (including the decision of the GRC and the voting tally, but not the identity of the individuals casting each vote) shall be reported in writing to the Provost or, in the event that the Provost is the person against whom the grievance is filed, to the President. The GRC's recommendations are advisory only and shall not be binding upon the Provost (or the President). If the Provost (or, in the event that the Provost is the person against whom the grievance is filed, the President) does not agree with the recommendation of the GRC, he/she shall state the reasons, in writing, to the GRC before rendering his/her decision.

- k. After complying with the foregoing procedures and within thirty (30) calendar days of the hearing, the Provost (or, in the event that the Provost is the person against whom the grievance is filed, the President) shall send by certified mail an official letter transmitting the GRC's findings of fact and recommendations with respect to each allegation raised in the grievance, and the rationale for the Provost's (or, in the event that the Provost is the person against whom the grievance is filed, the President's) decision. The letter shall also inform the parties of their right to request a review of the decision by the President within ten (10) calendar days after the date of receipt of such notice.
- l. The President is entitled to review all documentation relevant to the case in order to assess the merit of the Provost's decision. The President shall complete his review and make his decision within thirty (30) calendar days of receipt of the request, and shall state the reasons for his/her decision in writing to the GRC and the parties in the grievance. The President's decision shall be final.

9. This grievance procedure may be altered and/or amended only if presented in writing to the House of Delegates, and approved by an affirmative vote of a two-thirds majority of the House, thirty (30) calendar days in advance of a hearing. No amendment or alteration of this procedure shall be effective until it has been approved by the President.

Updated: January 2009

## **2.11 Rights and Freedoms of Students**

Mercer University understands academic freedom to include not only the right of the faculty to freedom in teaching and research, but also the right of students to freedom in the processes of learning. As a general framework for its understanding of academic freedom for students, Mercer University endorses the principles outlined in the following paragraphs from the Joint Statement on Rights and Freedoms of Students, published in 1967 by the American Association of University Professors.

### **Preamble**

"Academic institutions exist for the transmission of knowledge, the pursuit of truth, the development of students, and the general well-being of society. Free inquiry and free expression are indispensable to the attainment of these goals. As members of the academic community, students should be encouraged to develop the capacity for critical judgment and to engage in a sustained and independent search for truth. Institutional procedures for achieving these purposes may vary from campus to campus, but the minimal standards of academic freedom of students outlined below are essential to any community of scholars.

"Freedom to teach and freedom to learn are inseparable facets of academic freedom. The freedom to learn depends upon appropriate opportunities and conditions in the classroom, on the campus, and in the larger community. Students should exercise their freedom with responsibility.

"The responsibility to secure and to respect general conditions conducive to the freedom to learn is shared by all members of the academic community. Each college and university has a duty to develop policies and procedures which provide and safeguard this freedom.

### **"I. Freedom of Access to Higher Education**

The admissions policies of each college and university are a matter of institutional choice provided that each college and university makes clear the characteristics and expectations of students which it considers relevant to success in the institution's program. While church-related institutions may give admission preference to students of their own persuasion, such a preference should be clearly and publicly stated. Under no circumstances should a student be barred from admission to a particular institution on the basis of race. Thus, within the limits of its facilities, each college and university should be open to all students who are qualified according to its admissions standards. The facilities and services of a college should be open to all of its enrolled students, and institutions should use their influence to secure equal access for all students to public facilities in the local community.

## **"II. In the Classroom**

"The professor in the classroom and in conference should encourage free discussion, inquiry, and expression. Student performance should be evaluated solely on an academic basis, not on opinions or conduct in matters unrelated to academic standards.

A. Protection of Freedom of Expression. Students should be free to take reasoned exception to the data or views offered in any course of study and to reserve judgment about matters of opinion, but they are responsible for learning the content of any course of study for which they are enrolled.

B. Protection Against Improper Academic Evaluation. Students should have protection through orderly procedures against prejudiced or capricious academic evaluation. At the same time, they are responsible for maintaining standards of academic performance established for each course in which they are enrolled.

C. Protection Against Improper Disclosure. Information about student views, beliefs, and political associations which professors acquire in the course of their work as instructors, advisors, and counselors, should be considered confidential. Protection against improper disclosure is a serious professional obligation. Judgments of ability and character may be provided under appropriate circumstances, normally with the knowledge or consent of the student."

## **2.12 Student Records and Regulations**

Policies concerning student records can be found in the academic bulletins. These policies are governed by the federal Family Education Rights and Privacy Act. In general, they permit students to see their records but restrict others from such access unless the student consents or a specific exception applies. Student conduct regulations and student disciplinary and grievance procedures are found in the student handbooks. Some such policies and procedures are also included in the individual collegiate sections of this Handbook.

### **2.12.1 Grade Archival Policy**

On occasion it is necessary to retrieve student grade information that extends beyond the final or summary grade. To ensure that more detailed student grade information is available, each adjunct and full-time faculty member is expected to retain for three years the grade calculations leading to the final grade for each student. This time period begins at the conclusion of the term in which the grade was awarded.

The College/School may impose a more stringent expectation that ensures that student materials not redistributed to the student are retained long enough to match the time frame for student academic grievance and appeals processes as outlined by the College/School.

Each College/School will determine how and where the grade information will be stored. Upon departure from Mercer University, all grade information retained by a faculty member will be turned over to the Dean or his/her designate.

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

Mercer University is committed to a policy of equal opportunity in employment without regard to race, color, national origin, disability, veteran status, sex, sexual orientation, genetic information, age, or religion (except in limited circumstances where religious preference is both permitted by law and deemed appropriate as a matter of University policy). This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, transfer, leaves of absence, compensation and training programs.

In addition, as a federal contractor, the University has adopted an Affirmative Action Plan in accordance with applicable legal requirements. This plan is reviewed and updated annually. Employees and applicants may access, upon request, the full affirmative action plan at locations and times posted in the Human Resources office.

Mercer University will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. Mercer University prohibits any form of unlawful employee harassment based on race, color, national origin, disability, veteran status, sex, sexual orientation, genetic information, age or religion.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, the Equal Opportunity Officer/Title IX Coordinator, the supervisor of the person behaving objectionably, or for sexual violence/sexual harassment with the Office of Civil Rights. Employees can raise concerns and make reports without fear of reprisal, harassment, intimidation, threats, coercion or discrimination.

Mercer University maintains an audit and reporting system to determine overall compliance with its equal employment opportunity mandates and to respond to any specific complaints applicants or employees file with the Mercer University's equal employment opportunity office. The Associate Vice President for Human Resources [1400 Coleman Avenue, phone (478) 301-2786] is the Equal Opportunity/Affirmative Action Officer/Title IX Coordinator and is responsible for monitoring and coordinating compliance with this policy and applicable laws and regulations, including Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Executive Order 11246, and other federal and state laws.

## **2.14 Policy Prohibiting Sexual Harassment**

The University is committed to maintaining an environment in which the dignity and worth of all members of the institutional community are respected. Sexual harassment harms the environment the University seeks to maintain and is unequivocally prohibited. Moreover, sexual harassment/sexual violence is a form of sex discrimination and violates Federal laws, including Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972 and further amendments. Sexual harassment may involve the behavior of a person of either sex against a person of the opposite or same sex, when that behavior falls within the following definition.

### **Definition**

Sexual harassment and sexual violence is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or status in a course, program, or activity; or
- (b) submission to or rejection of such conduct is used as a basis for an academic, employment or placement decision affecting the individual; or
- (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or educational experience or creates an intimidating, hostile, or offensive environment for working or learning.

### **Examples**

Examples of conduct prohibited by this policy include, but are not limited to:

- (a) persistent, unwelcome flirtation, advances or propositions of a sexual nature;

(b) repeated insults, jokes, anecdotes or gestures that are commonly considered by people of a specific sex to be demeaning to that sex;

(c) repeated, unwelcome comments of a sexual nature about an individual's body or clothing or about sexual activity or speculations about previous sexual experience;

(d) unnecessary and unwelcome touching, such as patting, pinching, hugging or repeated brushing against an individual's body;

(e) direct or implied threats that submission to or rejection of requests for sexual favors will affect decisions regarding such matters as an individual's employment, work assignments or status, salary, academic standing, grades, receipt of financial aid, or letters of recommendation; and

(f) unwarranted use of sexually suggestive materials.

A faculty member's choice of teaching techniques, selection of instructional materials, or other conduct through which the faculty member seeks to communicate with students in an instructional setting shall not be prohibited under this policy if the faculty member claims that the conduct is legitimately related to the subject matter of the course, unless the applicable grievance board or hearing committee finds that the faculty member's claim is clearly unreasonable.

### **Responsibilities**

All members of the University community are responsible for ensuring that their conduct does not sexually harass any other member of the University community, whether on the University premises or any off campus location. This same responsibility extends to employees of third parties doing business with the University or on University premises and to campus visitors.

University administrators and supervisors have the further responsibility of preventing and eliminating sexual harassment within the areas they oversee. If University administrators, faculty, and staff know sexual harassment is occurring, receive a complaint of sexual harassment or sexual violence, or obtain other information indicating possible sexual harassment, they must take immediate steps to ensure the problem is addressed, even if the problem or alleged problem is not within their area of oversight, by reporting the behavior of concern to the appropriate authority charged with investigating such concerns.

### **Counseling, Advice and Informal Resolution**

In many instances, informal discussion and mediation can be useful in resolving perceived instances of sexual harassment. Problems are sometimes easier to resolve when an informal atmosphere encourages people to identify the difficulty, talk it out, and agree on how to deal with it.

Problems, questions and grievances may be discussed with the Associate Vice President for Human Resources/Equal Opportunity Officer/Title IX Coordinator at Mercer University or the Office of Civil Rights (see Section 2.14 of the Faculty Handbook / Section 2 of the Non-Faculty Employee Handbook). The role of the supervisor at this point is to counsel the complainant about sources of further assistance, including the Equal Opportunity Officer/Title IX Coordinator and others who may be designated to help resolve the problem informally. Once a supervisor has been advised of a perceived instance of sexual harassment, the supervisor should notify the Associate Vice President for Human Resources. Alternatively, the employee may ask the Associate Vice President for Human Resources/Equal Opportunity Officer/Title IX Coordinator to meet with the person causing the problem. In other cases, it may be necessary to arrange for a change in work assignment or for a re-evaluation of the employee's work.

At any time during this informal process, the complainant has the right to end the informal process at any time and begin the formal grievance complaint process. In cases involving allegations of sexual assault, mediation will not be used to resolve such complaints. Throughout the advising and informal



resolution process, the information provided by the complaining employee will ordinarily be held in confidence unless and until the employee agrees that another party or parties must be informed to facilitate a solution. The employee's identity will ordinarily not be revealed to the person against whom the complaint is made without the consent of the employee.

### **Formal Grievance Procedures**

Any employee who believes he or she has been subjected to sexual harassment/sexual violence may file a formal complaint with any member of the Discrimination and Harassment Prevention Board or the Associate Vice President of Human Resources/Equal Opportunity Officer/Title IX Coordinator, either initially or after having sought informal resolution as described above, with the possible outcome of disciplinary action against the accused. The formal report will be taken by the Associate Vice President of Human Resources, signed by the complainant, and must describe the specific action(s) complained of. Requests for confidentiality regarding name or other identifiable information of the complainant may not be possible and will be weighed against the following factors: the seriousness of the alleged harassment; the complainant's age; whether there have been other harassment complaints about the same individual; and the alleged harasser's rights to receive information about the allegations if the information is maintained by the school as an "education record" under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99. The complaint will be investigated and resolved in accordance with the Grievance Procedure described in Section 2.11 of the Faculty Handbook / Section 5 of the Non-Faculty Employee Handbook. If the accused is a faculty member and the conduct is considered adequate cause for dismissal, the accused will be entitled to invoke the procedures in Section 2.08 of the Faculty Handbook.

### **Consensual Relationships**

Romantic and sexual relationships between faculty members, staff, and students and between supervisors and subordinates do not necessarily involve sexual harassment. However, the powers faculty members exercise in evaluating students' work, awarding grades, providing recommendations and the like will generally constrain a student's actual freedom to choose whether to enter into a romantic or sexual relationship with a faculty member. Subordinates, likewise, may not feel fully free to reject or end a romantic or sexual relationship with their supervisor.

Therefore, where such a power differential exists, it may be exceedingly difficult to defend against a charge of sexual harassment on the grounds that the relationship was consensual. In internal proceedings, the University generally will be unsympathetic to a defense based on consent when the facts establish that the accused had the power to affect the complainant's academic or employment status or future prospects.

Even genuinely consensual relationships between faculty members, staff, and students and between supervisors and subordinates may be problematic. For example, they may result in favoritism or perceptions of favoritism that adversely affect the learning or work environment. Consensual relationships involving a power differential, therefore, may violate University policy and equal opportunity law.

Updated: August 2011

## **2.15 Policy Prohibiting Other Discriminatory Harassment**

Harassment on the basis of race, color, national origin, disability, veteran status, sex (i.e. sex-based harassment that is non-sexual in nature), sexual orientation, age or religion constitutes discrimination in employment and as such violates the University's equal opportunity policy as well as federal and state laws.

### **Definition**

Harassment is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, national origin, disability, veteran status, sex (i.e. sex-

based harassment that is non-sexual in nature), sexual orientation, age or religion, or that of his or her relatives, friends or associates, and that:

- a) has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
- b) has the purpose or effect of unreasonably interfering with an individual's work performance; or
- c) otherwise adversely affects an individual's employment opportunities.

### **Examples**

Examples of conduct prohibited by this policy include, but are not limited to:

- a) epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to race, color, national origin, disability, veteran status, sex (i.e. sex-based harassment that is nonsexual in nature), sexual orientation, age or religion; and
- b) written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, national origin, disability, veteran status, sex (i.e. sex-based harassment that is non-sexual in nature), sexual orientation, age or religion and that is placed on walls, bulletin boards, or elsewhere on University premises or is circulated in the workplace.

The standard for determining whether conduct relating to race, color, national origin, disability, veteran status, sex (i.e. sex-based harassment that is non-sexual in nature), sexual orientation, age or religion is sufficiently severe or pervasive to create a hostile or abusive work environment is whether a reasonable person in the same or similar circumstances would find the conduct intimidating, hostile or abusive. This standard includes consideration of the perspective of persons of the alleged victim's race, color, national origin, disability, veteran status, sex (i.e. sex-based harassment that is non-sexual in nature), sexual orientation, age or religion.

The responsibilities of members of the University community to prevent and eliminate harassment on these bases; the procedures for counseling, advice and informal resolution; and formal grievance procedures are the same as those described above under the Policy Prohibiting Sexual Harassment.

## **2.16 Group Health, Retirement and Other Benefits**

The University has established a variety of employee benefit programs designed to assist eligible employees and their dependents in meeting the financial burdens that can result from illness, disability and death, to provide educational opportunities, and to help plan for retirement.

This section of the Handbook is meant to highlight some features of the University's current benefit programs. Some of the programs are also described in summary plan descriptions which is provided to participants in the *Employee Benefit Handbook* provided by Benefits Administration. Complete descriptions are also contained in Mercer's master insurance contracts with insurance carriers and in master plan documents, which are maintained in the Benefits Administration Office. In the event of any contradiction between the information appearing in this Handbook and in SPDs and the information in the master contracts or plan documents, the master contracts/plan documents shall govern in all cases.

Mercer University reserves the right to amend or terminate any or these programs or to require or increase employee premium contributions toward any benefits at its discretion. Employee benefit programs are particularly likely to change as the University seeks to make available the kinds of benefits that meet the needs of most employees in the most cost-effective manner.

More complete information regarding any of the benefit programs is available from the Benefits Administration Office.

### **2.16.1 Group Health Coverage**

All full-time regular employees are eligible to participate in the University's group health program, covering specified hospital and medical expenses. Eligible employees are allowed a thirty-day period, beginning with the date of employment, to enroll in the program. Coverage for eligible employees and their dependents is available with the employee paying premiums as required. Employees may elect to pay their premium with before-tax dollars.

### **2.16.2 Group Term Life Insurance**

All full-time regular employees are eligible to participate in the University's group term life insurance plan, including accidental death and dismemberment (AD&D) insurance. Eligible employees may enroll in the plan within the first thirty days of employment without providing evidence of insurability. The University pays the premium to provide Basic Life insurance coverage in an amount equal to one times the employee's annual salary up to a maximum of \$50,000. The employee may elect to acquire Supplemental coverage in amounts equal to one or two times one's annual salary or in \$10,000 increments up to a maximum of two times one's annual salary, with the premium for such Supplemental coverage being paid by the employee.

### **2.16.3 Long-Term Disability Insurance**

All full-time regular employees are eligible to participate in the University's long-term disability insurance plan after one year of service. Under the policy, individuals who qualify for long-term disability are paid 60% of salary, less the sum of benefits from any other income sources, after a 6-month qualifying period. Benefits paid under the policy are coordinated with Social Security disability payments. Currently, the University pays the full cost of this coverage.

### **2.16.4 Workers' Compensation Insurance**

To provide for payment of medical expenses and for partial salary continuation in the event of a work-related accident or illness, employees are covered by workers' compensation insurance. The amount of benefits payable and the duration of payment depend upon the nature of the injury or illness. In general, however, all medical expenses incurred in connection with such an injury or illness are paid in full, and partial salary payments are provided after the first seven days of absence from work.

An employee who is injured or becomes ill on the job should report such injury or illness as soon as possible to the Dean and/or to one of the following designated offices: Mercer Police Department (Macon), Mercer Police, Center Coordinator or Business Office Manager (University Centers) MERC Administration (MERC). A list of approved Workers' Compensation doctors is posted in the designated offices as well as contained in the *Employee Benefits Handbook*. Failure to report promptly or to use an approved doctor (except in the case of critical injuries requiring emergency room treatment) may jeopardize the employee's right to benefits in connection with the injury or illness.

Amounts paid by workers' compensation insurance will be coordinated with paid sick leave and vacation pay, if applicable. An injured employee who receives paid leave from the University is not entitled to workers' compensation salary payments for the same period. When an employee is eligible for workers' compensation salary payments and has exhausted all paid leave from the University, the employee may be eligible for FMLA leave or additional unpaid medical leave as described in Section 2.16.

### **2.16.5 Continuing or Converting Group Health Coverage**

If you resign or are terminated from employment at Mercer or if your work hours are reduced, and if this event makes you or your dependents no longer eligible to participate in our group health insurance

plan, you and your eligible dependents may have the right to continue to participate for up to eighteen months at your (or your dependents') expense.

Your eligible dependents may also extend coverage, at their expense, for up to thirty-six months in our group health insurance plan in the event of your death, divorce, legal separation, or entitlement to Medicare benefits, or when a child ceases to be eligible for coverage as a dependent under the terms of the plan.

Should you or your dependents elect to continue coverage in Mercer's plan, you will be charged the applicable premium plus an additional 2 percent. The premium is subject to change if the rates increase or decrease. If this election for continuation coverage is made, you have the right to convert this coverage to an individual policy with our insurance carriers at the end of the continuation period.

Continuation coverage for your and/or your eligible dependents may end, however, if any of the following events occurs: (1) failure to make timely payments of all premiums; (2) assumption of coverage under another group plan or entitlement to Medicare; or (3) termination of the University's group plan.

Our plan administrator will contact you concerning these options at the time he/she receives notification of your termination or your work hours being reduced. However, in the event you become divorced or legally separated, or one of your dependents ceases to be eligible for coverage under our plan, you and/or your dependents are responsible for contacting Benefits Administration and the plan administrator to discuss your continuation/conversion rights.

For further information regarding continuing or converting your group health benefits, please contact the Benefits Administration Office.

### **2.16.6 Retirement Plan**

The University has established a retirement plan to assist eligible employees in their post-employment years. Faculty members are encouraged to begin planning for retirement early in their careers so that benefits from the University's plan, benefits from the federal government's Social Security program, and income from personal investments can grow together to provide future financial security.

Mercer's retirement plan is a defined contribution plan under Section 403(b) of the Internal Revenue Code. Plan contributions are invested, at the direction of the participant, in one or more funding vehicles available to participants under the plan (currently, various options sponsored by TIAA-CREF and the Annuity Board of the Southern Baptist Convention). The amount of benefits received at retirement depends on the amounts contributed and the income earned on those amounts.

All full-time regular employees and certain part-time employees are eligible to participate in the plan after attaining age 21 and completing two years of credited service. Currently, the University makes annual contributions of 6% or 10% of each participant's regular salary, depending on the employee's date of employment and years of service. Eligible employees may elect to make additional contributions under a salary reduction agreement, subject to applicable Internal Revenue Code limitations. (See next section.) All contributions are fully and immediately vested in the participant. Under the University's retirement plan, the normal retirement date for all University employees is the last day of the fiscal year in which age 65 is attained. Voluntary early retirement under the plan is allowed upon attaining age 55.

An SPD booklet, which can be obtained from Benefits Administration, describes the plan in more detail. The plan is governed by a formal plan document and by contracts or other governing documents of the funding vehicles.

## **2.16.7 Tax Sheltered Annuities/Deferred Compensation**

The University permits regular full-time employees to make voluntary, salary reduction contributions for the purchase of supplemental tax-sheltered annuities sponsored by various companies, subject to applicable Internal Revenue Code limitations. The University does not take responsibility for the safety or rate of return of amounts contributed for the purchase of tax-sheltered annuities.

## **2.16.8 Tuition Benefits**

### **A. Tuition Benefits for Employees**

All full-time regular employees who have completed at least one year of continuous full-time service at the University are eligible for undergraduate tuition credits. After completion of one year of continuous full-time service, such employees are eligible for graduate tuition credits in schools (or courses within schools) where the student can be added to the class without the University's incurring substantial additional costs. The employee must meet the admission requirements and be accepted by the applicable college or school. The employee is subject to all policies and procedures as other students within that college or school. Other stipulations apply to the employee tuition credit.

### **B. Tuition Benefits for Employees' Spouses and Dependent Children**

All full-time regular employees who have completed at least one year of continuous full-time service at the University are eligible for undergraduate tuition credits for their spouses and dependent children. Such employees are eligible for partial graduate tuition credits for their spouses and dependent children in schools (or courses within schools) where the student can be added to the class without the University's incurring substantial additional costs. The student must meet the admission requirements and be accepted by the applicable college or school. The spouses and dependent children of employees are subject to all policies and procedures as other students within that college and school. Other stipulations apply to the tuition credit.

The tuition benefit plans are described in detail in the *Benefits Administration Employee Benefits Handbook*. Application forms and further information are available from Benefits Administration.

## **2.17 Sabbatical Leaves and Leaves of Absence**

### **2.17.1 Sabbatical Leaves**

The purpose of the program of sabbatical leaves is to provide opportunity for continued professional growth and intellectual development through study, research, or writing. Normally travel away from the campus is involved.

#### **1. Eligibility**

An individual is eligible for a sabbatical leave after six years of full-time service as a faculty member in the University. Any previous time spent on leave is not considered in determining years of service. A faculty member within two years of retirement is not eligible. A sabbatical leave is not considered a form of deferred compensation, a faculty right, or an automatic benefit. Years of service alone do not determine eligibility. Rather, leaves are awarded according to the merits of the leave proposal and the ability of the academic department to offer a full course of study during the individual's absence.

#### **2. Application Procedure**

No later than November 1 in the year prior to the expected leave, the faculty member must submit to the Dean a letter of application and a documented proposal that states the purposes of the leave and a plan of action for the period of the leave. The application must be approved by the Dean, who may require the approval of the department chair and/or a faculty committee. The application must also be approved by the Provost. Special consideration will be given to applications which hold promise of enhancing the applicant's professional effectiveness and future service to the institution.

Notification of those selected for sabbatical leaves will be made by February 1, and the specific terms of the leave, including salary, will be agreed upon by all parties by April 1.

### **3. Duration and Terms**

Ordinarily, sabbatical leaves are for one semester at full salary or for one year at one-half salary. If a recipient of a sabbatical leave accepts income from other sources during the sabbatical leave, the President may require adjustment of the University salary.

Acceptance of a sabbatical leave will not interfere with the normal opportunity for annualized increases in salary. The period of the leave will be counted toward eligibility for promotion on the same basis as a period of on-campus instruction. A faculty member on sabbatical leave retains the rights, benefits, and privileges of a full-time faculty member, including retirement and insurance benefits based upon the salary actually being paid during the sabbatical period, housing, and tuition credit for dependents.

### **4. Institutional Limitations**

No more than ten percent of the full-time faculty may be on sabbatical leave in any given year. In addition, the academic department must be able to cover the essential workload of the faculty member during the period of his/her absence. Any faculty member who accepts a sabbatical leave is expected to return to the University for at least one year or repay the University for the compensation received during such leave.

### **5. Evaluation**

Within three months of returning from a sabbatical leave a faculty member shall submit to the Dean of the college or school a written account of the work accomplished during the leave and an evaluation of the extent to which the objectives of the leave have been achieved.

## **2.17.2 Special Professional Leave**

In some colleges and schools of the University, faculty members may apply for a special professional leave for the purpose of further graduate study or research.

## **2.17.3 Unpaid Leaves of Absence**

A faculty member who has completed at least three years of service at Mercer University may be given an unpaid leave of absence for one year. The request for leave must be approved by the Dean of the college or school, and the Provost. The University assures the faculty member of the opportunity to return to his/her position at the end of the leave. During an unpaid leave of absence the faculty member is given the opportunity to continue the fringe benefits of Health, Life and Disability Insurance, TIAA/CREF, and the Annuity Board with the total costs of the programs borne by the faculty member. The period of an unpaid leave is not counted toward eligibility for promotion or tenure.

## **2.17.4 Medical and Family Leave**

### **A. Paid Sick Leave**

Faculty members do not accrue paid sick leave, but the University may continue full or partial salary (and fringe benefits) for a faculty member for brief periods in the event of the faculty member's illness or temporary disability (including pregnancy), with the approval of the department chairperson and the Dean of the school, in consultation with the Associate Vice President for Personnel Administration.

### **B. Family and Medical Leave Act (FMLA) Leave**

In accordance with the Family and Medical Leave Act of 1993 (FMLA) and applicable regulations, the University provides up to 12 workweeks of FMLA leave each fiscal year to eligible employees for any of the following reasons:

- Birth of the employee's child and to care for the newborn child
- Placement with the employee of a child for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent with a serious health condition;
- For a serious health condition that makes the employee unable to perform his/her job duties.

Any employee who has at least 12 months of service at Mercer and has worked at least 1250 hours during the 12-month period preceding the start of the leave is eligible for FMLA leave.

Except in the case of a medical emergency, an employee must provide advance notice of the need for FMLA leave (generally at least 30 days in advance when the need is foreseeable) and the anticipated timing and duration of the leave. If the leave is for a serious health condition, medical certification may be required. Notification forms and forms for obtaining medical certification are available in Human Resources.

FMLA leave is generally unpaid leave. However, if paid leave is authorized by approval of and in consultation with the Associate Vice President for Personnel (as described above), the paid leave must be taken first and will not count against the annual 12-week FMLA entitlement. During periods of unpaid FMLA leave, the University will maintain the employee's coverage under the University's group health plan under the same terms and conditions applicable to active employees. The employee must continue to pay any share of health plan premiums he or she would have paid, either by prepayment or at the same time as payments would have been due.

Under certain circumstances, FMLA leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (by reducing the employee's usual working hours per workweek or workday). When the leave is because of a birth, adoption or foster care placement, an employee may take intermittent or reduced schedule leave only if approved by the department chairperson and Dean, in consultation with the Associate Vice President for Personnel Administration. Where the leave is for a serious health condition, an employee may take intermittent or reduced schedule leave only when medically necessary, and in such a case the employee may be required to transfer to an alternative position which better accommodates recurring periods of leave.

Employees on FMLA leave may be required to report periodically on their status and intent to return to work, and recertification of medical conditions may be requested at reasonable intervals.

Upon return from FMLA leave, most employees will be restored to their original positions or to equivalent positions with equivalent pay, benefits and other employment terms. Where the leave was because of the employee's serious health condition, the employee will be required to present certification from the health care provider that he or she is able to resume work.

### **C. Additional Unpaid Medical Leave**

A faculty member who has completed at least three years of service at Mercer may request additional unpaid medical leaves of absence, as provided in Section 2.16.3. The total period of absence (including any paid leave and FMLA leave) may not exceed one year. If the leave request is granted, the employee may continue coverage under the University's group health plan upon payment of the total costs of such coverage.

## **2.17.5 Military Leave**

### **Reserve Duty**

Full-time members of the faculty will be paid while engaged in the performance of military duty in the reserves, and while going to and from such duty during normal working hours, but the maximum length of military leave with pay is eighteen (18) eight-hour workdays in any one calendar year. This paid military leave may not exceed eighteen (18) workdays in any one continuous period of absence. Full-time faculty members should attempt to schedule their duty training during an academic term in which the faculty member is not required to teach.

## **Active Duty**

Notwithstanding the paid reserve duty military leave limitation of eighteen (18) days set forth above, in the event that the faculty member is called up to active military duty, the faculty member shall be paid his or her salary for a period not to exceed thirty (30) days in any one fiscal year, and not exceeding thirty (30) days in any one continuous period of such active duty service.

Faculty members returning from an active duty military leave of absence will be rehired in accordance with applicable federal and state laws pertaining to re-employment rights. A leave of absence without pay may be granted for a period not to exceed one (1) year. Under federal law, individuals returning from up to five (5) year's active duty may have certain re-employment rights for a period of time.

A faculty member's request for a military leave of absence must be accompanied by a written copy of orders placing the faculty member on active duty. These orders are to be forwarded to the Human Resources Department for inclusion in the faculty member's personnel file. The faculty member's department must also submit a payroll action form documenting the anticipated dates of absence with orders attached.

## **2.18 Vacation Policy**

All professional, administrative and 12-month faculty personnel are entitled to twenty-two vacation days each fiscal year. A maximum of 11 days of unused vacation may be carried over into the next fiscal year for use. However, no "carry-over time" may not be included in termination vacation pay. Termination vacation is calculated based on the number of days accrued since July 1 of that fiscal year less any vacation time used that was not covered by carry over days. No payments are made to active employees in lieu of time off.

## **2.19 Drug-Free Workplace and Campus Policy**

Mercer University shares the widespread national concern with the serious threat to health, safety and welfare posed by the unlawful use of drugs and the abuse of alcohol, especially in the workplace and on college campuses. As a matter of University policy, growing out of the University's historic mission and character, and in keeping with applicable Federal and State laws, the University has adopted and is implementing a program to provide a drug-free workplace and campus for all its students and employees and to prevent the illicit use of drugs and abuse of alcohol.

The unlawful possession, use, distribution, dispensing or manufacture of illicit drugs or alcohol at any time on any University property or as part of any University-sponsored activity is absolutely prohibited. As a condition of employment at Mercer, all employees must abide by these standards of conduct, and disciplinary sanctions will be imposed for violations, up to and including dismissal and referral for criminal prosecution. Ordinarily the sanction for drug-related violations will be immediate termination of employment. In exceptional cases, in the University's sole discretion, an employee may be permitted to continue in employment if he or she satisfactorily participates in an approved rehabilitation program.

Any employee who is convicted of any criminal drug statute for any violation occurring on University property (including pleas of *nolo contendere*) must inform the Associate Vice President for Personnel Administration within five days of such conviction or plea. This notification is necessary because the University in turn must notify federal agencies of such convictions if the employee is involved in a grant or contract. However, a criminal conviction shall not be necessary to find that an employee has violated this policy and to take appropriate personnel action.

The complete Drug-Free Workplace and Campus Policy is included in the *Policies and Procedures Manual*, and copies are distributed annually to employees in accordance with Federal law.



## **2.20 Tobacco Use Policy**

Mercer University is committed to the health and well-being of the members of its student body, faculty, and staff. The University not only has a vested interest in the vitality of its students and those who administer and operate the university's programs of education, research, and service, but also wishes to promote the advancement of health in general and the maintenance of a healthful environment. The University and its Medical, Nursing, and Pharmacy schools, moreover, have substantial commitments to health-related research and teaching.

The Surgeon General of the United States has determined that cigarette smoking is the largest preventable cause of illness and premature death in the United States; it is associated annually with the unnecessary deaths of thousands of Americans. Research findings now indicate that users of smokeless tobacco and non-smokers who are regularly exposed to tobacco smoke are also at increased risk.

In response to these considerations, the University has adopted as its goal that of achieving an environment as close to smoke-free as possible. The following guidelines are designed to achieve a relatively smoke-free environment on the Mercer campuses:

- Smoking is prohibited in all indoor locations. All buildings on all campuses are smoke-free.
- Smoking is prohibited within 15 feet of all building entrances, air intakes, and windows.
- Residence hall public spaces (lobbies, hallways, lounges, recreation areas, restrooms) and rooms are smoke-free.
- Use of smokeless tobacco products is prohibited in all university facilities, except for residence halls.

Violation of policies should be reported to Student Life for students and Human Resources for employees.

## **2.21 The Health Insurance Portability and Accountability Act of 1996 – “HIPAA”**

### **2.21.1 HIPAA Overview**

The HIPAA Law is a regulatory requirement imposed on Healthcare organizations and other organizations that hold medical information. The Law is designed to protect patients' rights and to create the standardization of healthcare information. The Law regarding Healthcare Payment, Treatment, or Healthcare Operations is outlined as the Rules for Administrative Simplification.

The Law became effective in 1996, but the implementation of the Law has been rolled out into regulations since 2002.

The regulations of the HIPAA Law cover the following areas of healthcare:

- Privacy of Health Related Information
- Standardization of Electronic Billing Transactions and Code Sets
- Standardization of Healthcare Identifiers
  - Plan
  - Employer (Plan Sponsor)
  - Provider
  - Patient
- Security of Healthcare Facilities and Healthcare Information
  - Physical
  - Electronic

HIPAA is a regulatory requirement, and Mercer University mandates that all Health activities and Health (Medical) information be in compliance. All employees, staff, faculty, and students who use, hold or

come in contact with Medical information need to be trained in the HIPAA Law and the Mercer HIPAA Policies and Procedures.

Any questions about HIPAA or Mercer's HIPAA Policies and Procedures need to be directed to the Mercer HIPAA Privacy Officer, Jim Calhoun.

### **2.21.2 HIPAA Protected Health Information Communications Guidelines**

#### **Purpose:**

To provide guidelines on how to handle Protected Health Information that is provided by an individual (student, staff, faculty) to another individual for decision purposes. This guideline is to protect both the individual and Mercer University from the errant disclosure of Protected Health Information.

#### **Definition:**

Protected Health Information (PHI): Information that is covered under the Health Insurance Portability and Accountability Regulations (HIPAA) regarding privacy. The PHI consists of information regarding treatment, diagnosis, medication, or procedures that can be specifically identified to an individual through oral, written, or electronic communication.

#### **Policy:**

The following are the policies that govern the HIPAA Communications Guidelines.

Receiver's Responsibility: According to HIPAA law, the providing of Protected Health Information by the individual is considered confidential in a one on one basis. Therefore, there is no issue with receiving this information. The HIPAA Confidentiality and Privacy requirement is based on what one does with the information received. The communication of this information is restricted and does need to comply with HIPAA Regulations. It is advised not to communicate this information.

Communication of Protected Health Information: If communication of the information received is required to perform work or accommodation for an individual, then the receiver should contact the University HIPAA Privacy Officer for instruction on proper HIPAA compliant communication of the Protected Health Information.

HIPAA Privacy Baseline: All identified Protected Health Information needs to be kept secure, private, confidential and communication of this information needs to follow all established Mercer University HIPAA Policies and Procedures.

The best course of action is to not solicit nor receive any medical or health related information about an individual that could be interpreted or assumed to be Protected Health Information.

### **2.21.3 Policy on Gifts and Gratuities**

Mercer University requires all employees to act with integrity and good judgment and to recognize that accepting personal gifts from current or prospective vendors may cause legitimate concerns about a conflict of interest. In order to avoid a perceived conflict of interest, at no time should an officer or employee of Mercer University solicit or accept any gift, gratuity, or offer of entertainment having a value in excess of \$250 from any individual or company that is doing, or seeking to do, business with the University.

Exceptions to this policy may be considered on a case-by-case basis, subject to the requirement that the employee discloses the proposed gift or gratuity in advance, and that acceptance of the gift or gratuity is pre-approved by the employee's supervisor.

### **3. FACULTY PROFESSIONAL ACTIVITIES AND RESPONSIBILITIES**

#### **3.01 Policy on Conflicts of Interest and Commitment**

Mercer University recognizes that external consulting activities are a proper and common feature of academic employment, contributing to the professional development of the individual and extending the University's missions of teaching, research and service. The University permits and indeed encourages a limited amount of such activities where they (a) provide the individual employee with experience and knowledge valuable to teaching, research or scholarship, (b) involved suitable research or scholarship through which the individual may make a worthy contribution to knowledge, or (c) constitute a public service, as long as they do not present unacceptable conflicts of interest or create conflicts of commitment with respect to the individual's obligation to the University and to the performance of University duties.

Accordingly, the following basic principles are adopted as University policy:

- A. Full-time members of the faculty and professional and administrative staff owe their primary professional responsibility to the University, and their primary commitment of time and intellectual effort should be to their institutional responsibilities. Outside activities may not interfere with the individual's institutional responsibilities.
- B. No outside activities should result in any conflict of interest or commitment with the individual's responsibilities to the University.
- C. University resources (including space, facilities, equipment and support staff) may not be used for outside activities without prior approval of and appropriate payment to the University.
- D. The University's name may not be used in outside activities without prior approval. Faculty members naturally may identify themselves professionally in terms of their institutional affiliation. Care shall be exercised, however, to insure that external professional involvements do not imply University sponsorship or sanction.
- E. Faculty members who wish to arrange consulting or other paid outside activities must obtain prior approval from their Dean. Professional or administrative staff who wish to arrange consulting or other paid outside activities must obtain prior approval from the appropriate supervisor.

The University is subject to certain legal mandates with respect to managing, reducing, or eliminating potential conflicts of interest in research that is funded by the National Science Foundation (NSF) and the Department of Health and Human Services (HHS). Principal investigators and other persons within the University community who are responsible for the design, conduct, or reporting of research or educational activities funded or proposed for funding by these governmental agencies are required to disclose significant financial interests and relationships that may be affected by such research or activity.

Each college and school of the University has developed a written policy on consulting activities and conflicts of interest and commitment, along with procedures for monitoring and enforcing the policy. All full-time members of the faculty and professional and administrative staff should refer to the current policy within their respective academic units, and be guided accordingly in the conduct of their government-sponsored research and other external consulting, employment, or business activities.

#### **3.02 Policy on Conflicts of Interest and Commitment in Research**

##### **I. INTRODUCTION**

The National Institutes of Health (NIH) and the National Science Foundation (NFS) require grantees and investigators to comply with federal requirements that promote objectivity in research by establishing standards to ensure there is no reasonable expectation that the design, conduct, or reporting of research funded under Public Health Service (PHS) or NSF grants or cooperative agreements will be biased by any conflicting financial interest of an Investigator.

The opportunity for investigators to receive financial or other personal rewards from their endeavors is not intrinsically unacceptable, as long as it does not adversely influence the objectivity, integrity, or professional commitment of an investigator. Hence, participation in a situation with opportunity for personal gain does not constitute an unacceptable situation of itself; it is the potential stimulus for unacceptable behavior that must be addressed. Accordingly, the objective of this policy is to provide guidelines that minimize the risk of unacceptable behavior in potential conflict situations, while facilitating and encouraging the full professional and personal development of faculty investigators through their research.<sup>1</sup>

## **II. PURPOSE**

To ensure the integrity and objectivity of research and other scholarly activities of Mercer University employees through the disclosure and management of financial conflicts of interest.

## **III. DISCLOSURE OF SIGNIFICANT FINANCIAL INTEREST**

### **A. Definitions**

"Investigator" means the principal investigator, co-investigator, and any other person (e.g., post-doctoral fellows) at Mercer University who is responsible for the design, conduct, or reporting of research or scholarly activities funded or proposed for funding by a sponsor.

"PHS Awarding Component" means the organizational unit of the PHS that funds the research.

"Research" means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. The term encompasses basic and applied research and product development.

"Responsible Representative of the Institution" means:

1. Department Chair for faculty and other departmental personnel meeting the definition of investigator;
2. Dean for Department Chair;
3. Provost for Dean; and
4. President for Provost and Vice-Presidents.

"Significant financial interest" means anything of monetary value, including, but not limited to, salary or other payments for services (e.g., consulting fees or honoraria); equity interests (e.g., stocks, stock options or other ownership interest); and intellectual property rights (e.g., patents, trademarks, copyrights and royalties from such rights). The term does not include:

1. Salary, royalties or other remuneration from Mercer University;
2. Income from seminars, lectures, or teaching engagements sponsored by public or nonprofit entities;
3. Income from services on advisory committees or review panels for public or nonprofit entities; or
4. An equity interest that, when aggregated for the investigator and the investigator's spouse and dependent children, meets both of the following tests: (i) does not exceed \$10,000 in value as determined through reference to public prices or other reasonable measures of fair market value, and (ii) does not represent more than a 5% ownership in any single entity; or

5. Salary, royalties or other payments that, when aggregated for the investigator and the investigator's spouse and dependent children, are not expected to exceed \$10,000 during the next twelve-month period.

"Small Business Innovation Research (SBIR)" means a domestic small business concern engaging in Research/Research and Development (R/R&D) that has the potential for commercialization.

#### B. Disclosure of Conflicts of Interest

Every investigator shall disclose any conflict of interest which arises during the course of his/her employment to the appropriate responsible representative. This disclosure shall be on a "Significant Financial Interest Disclosure Form" (Disclosure Form). The Disclosure Form shall be signed by the investigator. A separate disclosure form is required for each project in which there is a (potential) conflict of interest. The investigator must submit a completed disclosure form to the appropriate Responsible Representative of the Institution prior to the time any research grant, contract, or other extramural proposal is submitted for review to the Office of Sponsored Programs. Investigators must certify that appropriate disclosures have been made and any potential conflicts of interest have been resolved. A certification is included on the Mercer University Office of Sponsored Programs "Proposal Transmittal Form" and must also be signed by the investigator. The disclosure shall be updated by the investigator at any time there is a change in the facts reported in the initial disclosure. If no conflict of interest existed at the time of the initial proposal but such a conflict arises during the course of the project or proposal, the investigator shall file a Disclosure Form for the conflict of interest as soon as facts creating the conflict become known to him/her.

#### C. Resolution of Conflicts of Interest

1. The Responsible Representative of the Institution to whom a disclosure of conflict of interest is made shall review such disclosure and make a determination as to whether or not a conflict of interest exists. The Associate Vice-President for Research may provide assistance and guidance in the resolution and management of any conflicts. A conflict of interest will exist whenever the Responsible Representative of the Institution determines that a significant financial interest exists which could directly and significantly affect the design, conduct or reporting of the research or scholarly activities funded or proposed for funding by a potential sponsor. Should a conflict of interest exist, the Responsible Representative of the Institution shall determine what restrictions, if any, should be imposed by Mercer University to manage, reduce or eliminate such conflicts of interest.

By way of illustration, the following conditions or restrictions may be imposed to manage, reduce or eliminate conflicts of interest:

- a. Public disclosure of significant financial interest;
  - b. Monitoring of research by independent reviewers;
  - c. Modification of the research plans;
  - d. Disqualification from participation in that portion of the research that would be affected by the significant financial interest;
  - e. Divestiture of significant financial interests by the investigator; or
  - f. Severance of relationships that create actual or potential conflicts of interest.
  - g. In addition to the restrictions listed above, the Responsible Representative of the Institution shall have discretion to impose any other conditions or restrictions which in their judgment would manage, reduce or eliminate any actual or potential conflict of interest and which would be consistent with applicable policies, regulations, and laws.
2. Should the Responsible Representative of the Institution determine that Mercer University is unable to satisfactorily manage a conflict of interest, the Responsible Representative of the Institution shall immediately notify both the investigator and the Office of Sponsored Programs. The Office of Sponsored Programs shall be responsible for notifying the sponsor of Mercer University's determination.

3. The President of Mercer University, either directly or through his/her designee, reserves the right to review all decisions regarding management and resolution of conflicts of interest made by a Responsible Representative of the Institution. In the event the President determines that the decision is incorrect, inappropriate, or inconsistent with applicable law, the President reserves the right to rescind, modify, or reverse a decision of the responsible representative.

#### D. Recording of Conflicts of Interest

All decisions made or taken by the Responsible Representative of the Institution shall be in writing and shall state the decision, the reasons therefore and any conditions or restrictions imposed. This written decision together with the written disclosure of conflict of interest shall be maintained for at least three years after the later of:

1. The termination or completion of the award to which they relate; or
2. The resolution of any government action involving those records.

#### E. Appeals

An employee who disagrees with a decision of a Responsible Representative of the Institution or other Mercer University official with respect to a conflict of interest which directly involves that employee may appeal such decision as follows:

1. A decision of a department chair may be appealed to the dean;
2. A decision of a dean may be appealed to a provost.
3. A decision of a provost or vice president may be appealed to the President.

All appeals must be in writing and shall be submitted to the official hearing the appeal within five (5) working days of the employee's notification of the decision. The decision of the President in all matters related to this policy shall be final.

#### F. Penalties

Any employee who violates this policy may be subject to disciplinary action up to and including dismissal.

### **IV. INSTITUTIONAL RESPONSIBILITIES**

#### A. Certification

Mercer University must certify in each application to PHS or NSF for funding that:

1. The Institution has in effect a written and enforced process to identify and manage, reduce, or eliminate conflicting interests;
2. Prior to expending any funds under the award, the Institution will report to the PHS Awarding Component the existence of a conflicting interest and assure that it has been managed, reduced, or eliminated, and, for any interest identified as conflicting subsequent to the Institution's initial report, a report will be made and the conflicting interest managed, reduced, or eliminated, at least on an interim basis, within 60 days; and
3. Upon request, the Institution agrees to make information available to HHS regarding all conflicting interests and how those interests have been managed, reduced, or eliminated.

#### B. Non-Compliance

1. If the failure of the Investigator to comply with the Mercer University's policy has biased the research, Mercer University must promptly notify the PHS Awarding Component of the corrective action taken or to be taken;
2. That Mercer University agrees to make information on conflicting interests available to HHS and NSF and how those interests have been managed, reduced, or eliminated; and

3. If HHS determines that a PHS-funded project of clinical research, whose purpose was to evaluate the safety or effectiveness of a drug, medical device, or treatment, was designed, conducted, or reported by an investigator with a conflicting interest that was not disclosed or managed, Mercer University must require the Investigator(s) to disclose the conflicting interest in each public presentation of the results of the research.

February 25, 2003

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<sup>1</sup> This policy complies with Federal Regulations pertaining to sponsored research. For grants and cooperative agreements, the Public Health Service (PHS) Regulations are set forth in 42 CFR Part 50, Subpart F Section 50.601 through Section 50.607. For contracts, the PHS Regulations are set forth in 42 CFR Subpart 94, Section 94.1 through Section 94.3 and Section 50.604 through Section 50.606. The National Science Foundation (NSF) Regulations are published in the Federal Register, Volume 60, No. 32, July 11, 1995, pages 35822-35823.

### **3.03 Policy on Inventions, Patents and Licensing**

#### **I. Preamble and Objectives**

Mercer University is dedicated to teaching, research and the expansion of knowledge. Although the University does not undertake research or developmental work principally for the purpose of developing patents and commercial applications, patentable inventions sometimes result from the research activities carried out wholly or in part with University funds and facilities. It is the policy of the University to assure the utilization of such inventions for the common good and, where appropriate, to pursue patents and licenses to encourage their development and marketing.

Mercer University has established the following policies and procedures with respect to inventions, patents and licensing in order to:

- A. Promote the University's academic policy of encouraging research and scholarship;
- B. Serve the public interest by providing an organizational structure and procedures through which inventions which arise in the course of University research may be made available to the public through established channels of commerce;
- C. Encourage, assist, and provide tangible rewards to members of the University community who make inventions processed under this policy;
- D. Establish principles and uniform procedures for determining the rights and obligations of the University, inventors, and research sponsors;
- E. Enable the University to retain title to inventions resulting from federally sponsored research; and
- F. Produce funds for further investigation and research and for the overall needs of the University.

#### **II. Ownership of Inventions**

- A. Inventions arising from research financed by the Government are controlled by the terms of the applicable grant or contract. Where the University is permitted to retain title to such inventions and chooses to do so, University patent policies will control.
- B. Inventions arising from research or other work sponsored by nongovernmental entities are controlled by the terms of the sponsored agreement, if applicable, and if not, by University patent policies.
- C. Inventions arising from research or other work conducted by University employees or students on their own time and without significant use of University funds or facilities shall be considered the sole property of the inventor and may be commercialized by the inventor at his or her own

expense. However, by mutual agreement such inventions may be managed by the University under the terms of this policy. The University will not construe the payment of salary from unrestricted funds nor the provision of office or library facilities as constituting significant use of University funds or facilities.

- D. Inventions resulting from research or other work conducted by University employees or students on University time or with significant use of University funds or facilities shall be considered the property of the University. Any income received by the University as a result of licensing or otherwise commercializing these inventions shall be shared with the inventor as provided below. If the University does not wish to undertake patenting and commercialization of such an invention, and if there are no restrictions by any outside sponsor, the University may release its proprietary interest to the inventor.
- E. Any use of the University's name in connections with the commercialization of an invention by an individual shall be approved in advance by the University.

### **III. Division of Income**

- A. Any income resulting from inventions managed by the University under this policy shall be shared as follows:
  - 1. First \$10,000 of net income received:
    - (a) 75% to the inventor
    - (b) 15% to the inventor's College or School\*
    - (c) 10% to the University
  - 2. Net Income received above \$10,000:
    - (a) 50% to the inventor
    - (b) 25% to the inventor's College or School\*
    - (c) 25% to the University
- B. Net income is defined as gross royalties and/or other receipts minus the costs incurred by the University for the patent application, interferences, development, licensing and patent enforcement.
- C. Co-inventors share the inventor's portion in proportions agreeable to themselves.
- D. The College or School share shall be administered by the Dean to support research programs in the inventor's department or division.
- E. 50% of the University's share, after defrayment of patent-related costs not otherwise covered, shall be used to support, or offset the costs of, research in the inventor's College or School, with the advice and counsel of the Dean.

### **IV. Disclosure**

- A. Inventions arising in the course of sponsored projects should be promptly disclosed to the Office of University Research and Biosafety, with simultaneous disclosure to the principal investigator or project supervisor where applicable. The circumstances of the invention will be reviewed with those involved and the inventor will be notified in writing of the proposed disposition.
- B. Inventions falling within Section D of Article II above, or about which there is a doubt as to ownership, or which the inventor wishes to have managed by the University, should be promptly disclosed to the Office of University Research and Biosafety. Within six weeks of the receipt of the disclosure, the inventor will be notified in writing of the determination of ownership (if in doubt) and the proposed disposition.



## **V. Invention Management**

- A. For all inventions managed by the University under this policy, the University will at no expense to the inventor make reasonable efforts to evaluate the interest of others in commercializing the invention, seek licenses and options for licenses, have applications for patents filed and prosecuted, and otherwise manage the inventions or arrange for their management by recognized patent management organizations.
- B. The University will normally evaluate potential commercial use of an invention prior to the filing of a patent application. Options to license and other contractual arrangements appropriate in the circumstances will normally be sought as early as possible as a validation of potential commercial use. If the University determines that neither commercial possibilities nor the potential contribution to the public good warrants proceeding further, the invention will be returned to the inventor and shall belong to him unless such action is precluded by prior agreement with sponsors.
- C. In licensing, sale or other disposition of rights to inventions, the University will seek to guard against repressive practices. Royalty rates shall be reasonable and consistent with the goal of effectively transferring technology in the public interest. Where feasible, the University will grant nonexclusive, reasonable royalty-bearing licenses to all qualified licensees. However, the University recognizes that nonexclusive licensing may not always be effective in bringing the invention to the commercial market in a satisfactory manner and thus may grant an exclusive license if it determines that such is required in the public interest to encourage the marketing and eventual public use of the invention. In all cases, the University shall reserve to itself a right to make or have made and to use the invention within Mercer University for its own purposes.
- D. In those cases where the University has obtained a patent without obligation to sponsors, if no arrangement has been made for commercial development within a reasonable period from the date of issuance of the patent, ownership of the patent will revert to the inventor upon request.

## **VI. Publication**

Inventors should be aware that publications prior to the filing of a U. S. patent application is a bar to the grant of certain foreign patents and can bar the grant of a U. S. patent if it occurred a year prior to the filing date. Accordingly, the University may request a temporarily delay in a publication which discloses an invention to permit a U. S. patent application to be filed, but in no event longer than three months.

## **VII. Disputes**

Any disagreement between an inventor and the Office of University Research and Biosafety concerning rights in an invention shall be resolved by the President, who may appoint an ad hoc committee to make findings of fact and recommendations to him.

## **VIII. Revision or Termination**

This policy may be changed or discontinued at any time by action of the Board of Trustees. Any such change or discontinuance shall not affect rights accrued prior to the date of such action.

## **IX. Patent Agreements**

This policy, as amended from time to time, shall be deemed to be a condition of initial or continuing employment of every University employee and a condition of enrollment and attendance of every student who works on any research project under University control. All such employees and students will be expected, upon request, to sign agreements incorporating the terms of this policy. However, failure to sign shall not affect the applicability of the policy nor relieve any employee or student from the obligations imposed.

### **3.04 Principles and Procedures for the Conduct of Research**

A program of active scientific research is essential to the functioning of an academic institution. Ideally, such research should be carried out at all levels and include faculty from all disciplines. Guidelines which govern the conduct of scientific research may be considered from several points of view. Of basic importance is the question of responsibility for research conduct. Although each investigator bears individual responsibility for his/her research conduct, it is essential to identify individuals within the institution with primary responsibility for the integrity of scientific research. A second area of major concern is the establishment of a research environment which encourages scientific interchange. Finally, the concept of publication of the results of scientific investigations deserves critical analysis with respect to authorship, particularly in the case of multi-authored publications.

#### **I. Responsibility for Research Conduct**

##### **A. Dean of the School or College**

The Dean shall be responsible for the overall conduct of scientific research carried out in their school or college. It shall be the responsibility of the Dean to address the concept of research responsibility in each new appointment of an individual to a faculty position within their school or college. The new faculty member shall be made aware of the "Principles and Procedures for the Conduct of Research" (this document) and the "Principles and Procedures for Investigation of Misconduct in Research."

##### **B. Department Chairman**

The Department Chairman shall assess annually the total commitment of time and resources to research, training, and/or contractual obligations by the department's faculty. The Chairman shall assure that this commitment by the individual faculty is appropriate.

The Department Chairman shall also be responsible for keeping a file of publications by individual department faculty as outlined in Section III.

##### **C. Faculty (Principal Investigator)**

The faculty member (Principal Investigator) shall have primary responsibility for the conduct of scientific research within his/her laboratory or project. This responsibility shall include the research technicians. The faculty member (PI) shall be responsible for his or her own safety and the safety of all other individuals working in their laboratories, and for compliance with all applicable State and Federal regulations. The faculty member (Principal Investigator) shall be responsible for the maintenance and storage of all primary research data accumulated under his/her direction.

#### **II. Procedures for Research Conduct**

##### **A. Primary Data Gathering and Storage**

The Principal Investigator bears responsibility for instructing all members of his/her research team in the maintenance of appropriate records of research data. Each principal investigator may have a somewhat different system for gathering and storing primary data.

The Principal Investigator bears the final responsibility for the integrity of the primary record, and it is generally inappropriate for this record to be removed from the research area. While co-investigators and/or trainees may be allowed to make a copy of the record before leaving the research project, the original should remain in the possession of the Principal Investigator. In investigations concerning human subjects, the Principal Investigator is responsible for implementing a system which will provide a means of insuring privacy while at the same time permitting definite identification of the subjects.

##### **B. Trainee/Principal Investigator Interactions**

The Principal Investigator has a continuing responsibility for discussion and review of primary data with technicians and with others involved in the generation of the data. Critical review of work in progress is an essential element of research training. It involves review of the adequacy of

experimental design and execution, the adequacy of primary records, the accuracy of summaries and calculations based on primary data, and a judgment of the project. In some instances, the research may include collaborative observations made in research settings distinct from those of the Principal Investigator. Under these circumstances, it is appropriate for the Principal Investigator and trainee to meet together with their collaborators to undertake similar review as well as to gain perspective on the various components of the project.

#### C. Research Seminars

Research in an academic environment benefits from the input of colleagues who are not directly involved in the research effort. Research seminars provide a format for the researcher to present his or her work to interested but impartial critics. Regularly scheduled opportunities for presentation of research projects at various stages - from conception, through work in progress, to completion - are recommended.

### III. Procedures for Publication

#### A. Guidelines for Authorship

Multiple authorship poses a thorny problem which has been addressed extensively in the scientific literature. It is recommended that the following principles be considered in the assignment of authorship for publication:

- a. An author should have participated in the initiating or planning of the study or have assented to its design if enlisted late in the study.
- b. An author should have made some of the reported observations or generated some of the data.
- c. An author should have participated in interpreting the observations or data and deriving from them the reported conclusions.
- d. An author should have taken part in the writing of the paper.
- e. An author should have read the entire contents of a paper and assented to its publication before it is sent to a journal.

#### B. Departmental Monitoring of Publications

It is recognized that every member of the University Faculty is entitled to the freedom to conduct research and to publish the results of that research. It is, however, recommended that each department maintain a file of manuscripts and abstracts submitted or accepted for publication by department faculty. The primary functions of such procedures are to allow the department chairman to review publications of individual faculty. In addition to providing relevant information on productivity, this review process provides the opportunity for recommendations by the department chairman with regard to the publication itself.

It shall be the responsibility of each department to develop and implement departmental procedures for the monitoring of publications. A copy of each department's procedures shall be provided to the Dean of the school or college and to the Provost.

## 3.05 Principles and Procedures for Investigation of Misconduct in Research

### Definitions

Misconduct in research is defined to include the following acts committed by faculty, staff, and students of Mercer University:

- A. The commitment of fraud in research. This includes: the intentional fabrication or falsification of research data, the theft of research methods or data from others, or the plagiarizing of research publications.

- B. The willful or intentional violation of Mercer University's research policy. This includes: the failure to obtain proper approval by the responsible University compliance review committee for research that involves recombinant DNA, biohazardous substances, human subjects, animal subjects, radioactive materials or other (extremely) hazardous chemicals; or the failure to follow rules and/or guidelines made by the responsible University compliance review committee concerning research subjects, materials or procedures.
- C. The condoning of fraud in research or violations of University research policy. This includes failure on the part of a member of the University to notify the administration that misconduct in research has occurred, and/or failure to cooperate in an investigation of alleged misconduct.

### **Principles**

- A. The validity of scientific research is based on the implicit assumption of honesty and objectivity by the scientist and on the premise that research data can be verified. An academic institution and its faculties must uphold this principle and maintain the public's trust in the research process. The institution's primary responsibility is to create and maintain an academic environment that fosters ethical behavior in research and serves to prevent misconduct in research.
- B. Evidence of misconduct in research should be reported immediately to the Department Chairman. A careful review of all research conducted by the accused shall be conducted as described in the Guidelines (below).
- C. Care should be taken to protect the rights of the accused during the course of the investigation. The rights of the accused include:
  - 1) Confidentiality
  - 2) Right to confront the accuser
  - 3) Right to be fully informed of the allegations
  - 4) Right to present evidence
  - 5) Right to appeal
- D. In cases where misconduct cannot be documented by investigation, all reasonable efforts should be undertaken to restore the reputation of the accused individual.
- E. Appropriate action should be taken against any individual who is determined to have acted in a malicious or intentionally dishonest manner in the course of leveling charges of misconduct that subsequently prove to be unfounded.
- F. In cases where misconduct is documented by investigation, is substantial in nature, and appears to threaten the institution's reputation, the administration should request an investigation by an external committee of scientists who hold no affiliation with the University.

### **Guidelines**

- A. Allegations of misconduct in research should be reported to the chairman of the department in which the investigator is working. The allegation must include the name(s) of those suspected of involvement in research misconduct as well as the evidence that supports the allegation. If the accused is a department chairman, the accusation shall be made to the Dean of the school or college and all functions mentioned hereafter for the department chairman shall be performed by the Dean or his/her delegate.
- B. The department chairman should immediately notify the Dean and then, in consultation with two colleagues, perform a preliminary examination of the allegation in an expeditious manner. The department chairman should submit a written report to the Dean indicating whether a basis to support the allegation has been established.
- C. If the department chairman's report cites no evidence to support the allegation, the Dean should terminate the case with no public disclosure and no entry into the personnel file.
- D. If the department chairman's report establishes a basis for the allegation, the Dean should request the accuser to put the charges in writing and the Dean should notify the accused. When the written allegation is submitted, the Dean should appoint an ad hoc Investigative Committee. The Provost and the President of the University should be notified. The accused and collaborators should be provided with a written description of the charges and should be required to provide the Investigative Committee with all pertinent research records and documents.

- E. The Dean, in consultation with the department chairman, should act to withhold all pending abstracts and manuscripts that are related to the research under investigation.
- F. The Dean may suspend the accused at any time during the investigation, but only if the Dean determines that serious harm to the accused or to others would be caused by his/her continuance. Suspension under these circumstances means to relieve the accused of all duties in the University without interruption of salary or benefits.
- G. The Investigative Committee should report in writing to the Dean. The report should include: the allegations of misconduct; the procedure followed by the investigation; a summary of all data, records, documents and interviews that were evaluated or obtained by the Committee; conclusions as to whether misconduct in research has occurred; and a statement concerning any other matters deemed important by the Committee.
- H. If the Investigative Committee finds insufficient evidence of misconduct, the accused and collaborators should be notified and the case closed with no record in the personnel file. The Provost and the President of the University should be promptly notified of the Investigative Committee's conclusions and the Dean's action.
- I. If the Investigative committee finds that the preponderance of the evidence substantiates misconduct in research, the Dean should notify the Provost and the University President. The Dean should take appropriate actions with regard to external agencies and institutions as follows:
  - 1) Any sponsoring agency(ies) should be notified of the findings of the investigation and arrangements for appropriate restitution should be established.
  - 2) All pending abstracts and papers emanating from the fraudulent research should be withdrawn and editors of journals in which previous abstracts and papers appeared should be notified.
  - 3) Institutions and sponsoring agencies with which the individual has been affiliated should be notified if there is reason to believe that the validity of previous research might be questionable.
  - 4) The President, the Provost, and the Dean should consider, in consultation with legal counsel, the release of information about the incident to the public press, particularly when public funds were used in supporting the fraudulent research.
- J. In cases where serious misconduct in research is demonstrated, and in particular, where granting agencies, inter-institutional collaborative studies, and/or journal publications are involved to a significant degree, the Dean, in consultation with the Provost and the President, may request an investigation by a second committee comprised of scientists who have no affiliation with the University.
- K. The accused has the right to appeal the decision of the Investigative Committee to the President of the University. The grounds for appeal should be: a) improper procedure; or b) evidence not considered by the Investigative Committee. The President, in consultation with the Dean, may appoint an ad hoc Appeals Committee, which should not include members of the original Investigative Committee.
- L. The Appeals Committee should determine whether there were irregularities in the proceedings and whether there is substantive new evidence in favor of the accused.
- M. The Appeals Committee should report in writing to the President:
  - a) If the Appeals Committee determines that the original investigation was procedurally regular and/or that there is no substantive new evidence, the Committee can recommend that the appeal be denied.
  - b) If the Appeals Committee ascertains evidence of procedural irregularities in the original investigation, or agrees that substantive new evidence exists, the Committee can recommend reinvestigation by the same Investigative Committee (in the case of substantive new evidence) or by a new Investigative Committee (in the case of procedural irregularities).
- N. At the conclusion of the proceedings provided hereunder, the EVP/P and the Dean in consultation with the President, shall take appropriate action. If misconduct or unethical behavior is found, sanctions may be imposed up to and including dismissal.

### **3.06 Guidelines for the Protection of Animals Used in Research and Teaching Studies**

Mercer University has provided a formal assurance to the Public Health Service (PHS) and the United States Department of Agriculture (USDA) that it will follow procedures that will assure the humane care and use of all animals involved in teaching and research projects. This assurance applies to teaching or research conducted by anyone on the premises of Mercer University and to teaching or research conducted elsewhere by faculty, students, staff or other representatives of the University, whether or not the project is sponsored by PHS or the USDA.

In order to comply with this assurance, Mercer University has established an institutional committee competent to review research and teaching projects that involve the use of animals. Under the provisions of the PHS Policy for the Humane Care and Use of Laboratory Animals (September 1986) and the Animal Welfare Act (September 1989), this committee has been designated as the Institutional Animal Care and Use Committee (IACUC).

The primary function of the IACUC is to assist the teachers and investigators in using and providing humane care to laboratory animals. All activities that involve the use of live animals are to be conducted under these guidelines.

The full text of the Guidelines for the Protection of Animals used in Research and Teaching Studies is located in the Office of the Dean of each affected school or college and in the Office for Protection from Research Risks.

### **3.07 Guidelines for the Protection of Human Subjects in Research Studies**

Mercer University has provided a formal assurance to the Department of Health and Human Services (DHHS) that it will follow procedures which will assure the protection of all human subjects involved in research projects. This assurance applies to research conducted by anyone on the premises of Mercer University and to research conducted elsewhere by faculty, students, staff or other representatives of the University, whether or not the research is sponsored by DHHS.

In order to comply with this assurance, Mercer University has established an institutional committee competent to review research projects that involve human subjects. Under the provisions of the DHHS Regulations for the Protection of Human Research Subjects (45 CFR 46), this committee has been designated as the Institutional Review Board (IRB).

The primary function of the IRB is to assist the investigator in the protection of the rights and welfare of human subjects. All proposals that involve the use of human subjects are to be conducted under these guidelines.

The full text of the Guidelines for the Protection of Human Subjects is located in the Office of the Dean of each affected school or college and in the Office for Protection from Research Risks.

### **3.08 Guidelines for Identification and Containment of Infectious Agents and Recombinant DNA**

Mercer University has provided formal assurance to the Department of Health and Human Services (DHHS) that it will follow procedures which will assure the protection of all individuals involved with research projects. This assurance applies to research conducted by anyone on the premises of Mercer University and to research conducted elsewhere by faculty, students, staff or other representatives of the University, whether or not the research is sponsored by DHHS. This assurance also applies to research licensed by the State of Georgia and approved by the University for conduct not on University premises by employees of the University.

In order to comply with this assurance, Mercer University has established an institutional committee qualified to review research and instructional projects that involve potentially hazardous infectious agents and/or recombinant DNA. This committee has been designated as the Institutional Biosafety Committee (IBC).

The primary function of the IBC is to assist the investigator in the protection of individuals and the environment from potential contamination. All projects that involve the use of these agents are to be conducted under these guidelines.

The full text of the Policy and Procedures for Institutional Biosafety Committee are located for faculty/staff reference in the Health and safety Office and on Mercer's web site at: <http://www.mercer.edu/hso/biosafety.htm>

### **3.09 Guidelines for the use of Radioactive Materials**

Mercer University has provided formal assurance to the Department of Health and Human Services (DHHS) and the Department of Natural Resources of the State of Georgia, that it will follow procedures which will assure the protection of all individuals involved with research projects. This assurance applies to research conducted on the premises of Mercer University by faculty, students, staff or other representatives of the University whether or not the research is sponsored by DHHS. This assurance also applies to research licensed by the State of Georgia and approved by the University for conduct not on University premises by employees of the University.

In order to comply with this assurance, Mercer University has established an institutional committee qualified to review research and instructional projects that involve radioactive agents. This committee has been designated as the Institutional Radiation Safety Committee (IRSC).

The primary function of the IRSC, is to assist the investigator in the protection of individuals and the environment from potential contamination. All projects that involve the use of these substances and/or devices are to be conducted under these guidelines.

The full text of the policy and procedures of the Institutional Radiation Safety Committee is located for faculty reference in the Health and Safety Office, in the offices of the local Radiation Safety Officers, and on Mercer's web site at: <http://www.mercer.edu/hso/uradoff.htm>

### **3.10 Hazard Communication Program**

The purpose of the Hazard Communication Program is to ensure that the University is in compliance with the Occupational Safety and Health Act Hazard Communication Standard (29 CFR 1920.1200). The Hazard Communication Standard (HCS) is generally intended to address the issues of evaluating the potential hazards of chemicals in the workplace and communicating information concerning those hazards and appropriate protective measures to employees.

The Director of the Office of Health and Safety is the overall coordinator of the program. The Dean/Director of each affected unit has overall responsibility for implementing the program within his or her unit and will appoint a technically qualified designee to serve as that unit's Occupational Safety and Health officer (OS&H officer) to assure that the responsibilities described in this program are carried out. The OS&H officers will generally serve on the Institutional Hazardous Chemical and Drug Committee.

In general, each affected employee of the University (OSHA defines "employee" as a worker who may be exposed to hazardous chemicals under normal operating conditions or in foreseeable emergencies) will be informed of the substance of this program, the hazardous properties of chemicals they work with, and measures to take to protect themselves. Wherever and whenever possible, University students

engaged in academic course work which involves exposure to hazardous chemicals in their normal course of studies shall also be afforded all the education, training and protection that the program provides for employees.

The full text of the policy and procedures of the Hazard Communication Program is located in the Health and Safety Office and on Mercer's web site at: <http://www.mercer.edu/hso/hazmat.htm>

### **3.11 Chemical Hygiene Plan**

The Chemical Hygiene Plan is intended to ensure that the University is in compliance with the OSHA standard concerning occupational exposure to hazardous chemicals in laboratories (29 CFR 1910.1450, hereinafter referred to as "Laboratory Standard"). In keeping with the Laboratory Standard, the Plan is intended to protect employees and, wherever appropriate, students from harm due to chemicals while they are working in University laboratories, and to ensure that laboratory employees' and students' exposures to OSHA regulated substances do not exceed permissible limits. Where this Plan applies, it generally supersedes the requirements of the broader Hazard Communication Program, although the Program and Plan are intended to be compatible.

The full text of the policy and procedures of the Chemical Hygiene Plan is located for faculty/staff reference in the Health and Safety Office and on Mercer's web site at: <http://www.mercer.edu/hso/hazmat.htm>

### **3.12 Exposure Control Plan**

The University has developed an Exposure Control Plan, in compliance with the OSHA standard concerning occupational exposure to blood borne pathogens (29 CFR 1910.1030). The Plan is designed to eliminate or minimize employee exposure to blood or other potentially infectious materials that occurs as a result of the performance of the employee's responsibilities. The Plan sets forth guidelines for preventing the transmission of blood borne pathogens, to be followed by employees at risk of exposure. Under the Plan, the University also makes available hepatitis B vaccinations and post-exposure evaluation and follow-up to affected employees.

The full text of the Plan is located for faculty/staff reference in the Health and Safety Office and on Mercer's web site at: <http://www.mercer.edu/hso/biosafety.htm>

### **3.13 Reporting Suspected Improper Conduct**

In all its business practices, and particularly in its dealings with the Government, the University seeks to conduct itself with the highest degree of integrity and honesty. Through its Internal Audit Department and through external audits, the University periodically reviews its business practices, policies, procedures and internal controls for compliance with standards of business ethics and with the special requirements of Government contracting. Any employee who suspects that improper or illegal conduct or any other irregularities have occurred, especially in connection with Government contracts, is expected and encouraged to promptly report such concerns so that the matter may be investigated and corrective action taken where appropriate. Such reports may be made to the employee's supervisor, who will refer the matter to the Internal Auditor for investigation, or an employee may report suspected improper conduct directly to the Internal Auditor using a Confidential Hotline (Phone: 478-301-4636). The University will not discharge or otherwise retaliate against any employee for disclosing information to appropriate University or Government officials which the employee reasonably believes evidences a violation of any Federal law or regulation relating to Federal contract procurement, charges to the Government, or the subject matter of Federal contracts.



### 3.14 Copyright Policy

These guidelines apply to use of copyrighted material at Mercer University and are based on the Copyright Act of 1976. This act provides federal copyright protection to original works of authorship that are fixed in any tangible form by or under the authority of the author, 17 U.S.C. section 102(a).

The categories of works with copyright protection that are within the scope of this document are, in the broadest sense of each term, as follows: literary works, pictorial and graphic works, compilations, collective and derivative works, 17 U.S.C. sections 102-103. Guidelines for use of audiovisuals and computer software are included in Appendix A.

A. Each library will provide users with as much assistance as possible in evaluating the copyright status of a work. The University's General Counsel should be consulted for advice in determining the applicability of the following general rules to particular works in uncertain cases.

#### 1. Duration of Copyright

- 1.1 For works created in 1978 or later, copyright protection begins at the moment of creation and lasts for the life of the author plus 50 years. For works for hire (i.e. music, plays), the copyright lasts for 75 years from the first publication or 100 years from creation. Terms of copyright vary for anonymous works and for works of joint authorship. 17 U.S.C. section 302(a-c).
- 1.2 For works created and federally copyrighted before 1978, copyright protection is for an initial term of 28 years from the year copyright was secured. Copyright can be renewed for an additional 47 years if renewal is obtained during the last year of the initial term. 17 U.S.C. section 304(a).
- 1.3 For works created before 1978 but not federally copyrighted by this date, copyright protection extends for the life of the author plus 50 years. However, no such copyrights will expire prior to the end of 2002 and, if the work is published by that time, copyright will extend through 2027. 17 U.S.C. sections 302-303.

#### 2. What Can Be Copied Under Fair Use

The law requires that some copying be done only with permission from the copyright holder. Other copying may fall under the doctrine of fair use in which some copying is not an infringement of the copyright. The doctrine of fair use is incorporated into the copyright statute. Section 107 lists a number of preferred fair uses such as for purposes of "criticism, comment, news reporting, teaching, scholarship, or research."

##### 2.1 Four Criteria for Fair Use

The doctrine of fair use considers all of the following criteria:

- a. The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit education purposes;
- b. the nature of the copyrighted work;
- c. the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
- d. the effect of the use upon the potential market for or value of the copyrighted work.

Examples of Fair Use:

Single copies of the following types of material for educational purposes generally are considered to be a fair use of the material:

- a. A chapter from a book;
- b. An article from a periodical or newspaper;

- c. A short story, short essay, or short poem, whether or not from a collective work; and
- d. A chart, diagram, graph, drawing, cartoon, or picture from a book, periodical or newspaper.

Copies of more substantial portions of works and/or multiple copies may constitute fair use when they are for education purposes. See subsequent sections of this policy for additional guidelines that relate to the type of copying requested.

### **3. Copies Requiring Permission From The Copyright Owner**

When research or instructional needs require copying beyond the limits of fair use, permission to copy must be obtained from the copyright owner and/or payment of royalties may be necessary.

3.1 It is the responsibility of the requestor to obtain permission for such copying and to attest on the appropriate form that permission has been granted.

3.2 The appropriate library will provide as much assistance as possible in identifying the copyright owner when permission is required.

### **4. Exemptions**

Certain publications may be exempt from copyright restrictions as, for example, publishers who participate in reciprocal agreements with other members of the academic community, journals published by certain associations, and articles reporting research supported by Public Health Service (PHS) grants.

## **II. Library Photocopying Services**

Library photocopying services include both unsupervised photocopy services and supervised services.

### **1. Unsupervised Photocopy Service**

In unsupervised photocopy service, the library provides self-service machines on its premises but does not exercise control over the materials photocopied. The library staff is only responsible for maintaining the equipment and collecting fees for the number of pages copied. Section 108(f) protects the library and its employees from liability for copyright infringement that results from the unsupervised use of reproducing equipment located in the library, if the equipment displays prominently the following warning, as prescribed by the Register of Copyrights, 17 U.S.C. section 108(f)(1):

#### NOTICE

THE COPYRIGHT LAW OF THE UNITED STATES (TITLE 17, U.S. CODE) GOVERNS THE MAKING OF PHOTOCOPIES OF COPYRIGHTED MATERIALS. THE PERSON USING THIS EQUIPMENT IS LIABLE FOR ANY INFRINGEMENT.

### **2. Supervised Photocopy Service**

In supervised photocopy service, employees of some libraries produce photocopies of their library's materials on the library's equipment at the request of individual library users. This includes the making of photocopies for the private use of individuals in the library and for filling interlibrary loan requests. Sections 107 and 108 of the Copyright Act of 1976 are especially pertinent to copying that may be requested by library users. It is not an infringement of copyright for the library, or any of its employees acting within the scope of their employment, to reproduce no more than one copy of a work, or to distribute such copy under the conditions described in II.2.1.

The University's General Counsel should be consulted for assistance in determining the applicability of this policy in any uncertain cases.

#### 2.1 Criteria for Fair Use Library Photocopy Services

The library staff, where this service is provided, may make a single photocopy of library materials in response to requests from library users if the following conditions are met:

2.1.1 The Fair Use Criteria outlined in 1.2.1 of the INTRODUCTION to this document are followed;

2.1.2 The collections of the library are:

- a. Open to the public
- b. Available not only to researchers affiliated with the library or with the institution of which it is a part, but also to other persons doing research in a specialized field.

2.1.3 The library displays prominently, at the place where orders are accepted, the following warning of copyright in accordance with requirement prescribed by the Register of Copyrights, 17 U.S.C. Section 108(d)(2):

NOTICE

THE COPYRIGHT LAW OF THE UNITED STATES (TITLE 17, U.S. CODE) GOVERNS THE MAKING OF PHOTOCOPIES OR OTHER REPRODUCTIONS OF COPYRIGHTED MATERIAL. UNDER CERTAIN CONDITIONS SPECIFIED IN THE LAW, LIBRARIES AND ARCHIVES ARE AUTHORIZED TO FURNISH A PHOTOCOPY OR OTHER REPRODUCTION. ONE OF THESE SPECIFIED CONDITIONS IS THAT THE PHOTOCOPY OR THE REPRODUCTION IS NOT TO BE "USED FOR ANY PURPOSE OTHER THAN PRIVATE STUDY, SCHOLARSHIP, OR RESEARCH". IF A USER MAKES A REQUEST FOR, OR LATER USES, A PHOTOCOPY OR REPRODUCTION FOR PURPOSES IN EXCESS OF "FAIR USE", THAT USER MAY BE LIABLE FOR COPYRIGHT INFRINGEMENT. THIS INSTITUTION RESERVES THE RIGHT TO REFUSE TO ACCEPT A COPYING ORDER IF, IN ITS JUDGEMENT, FULFILLMENT OF THE ORDER WOULD INVOLVE VIOLATION OF COPYRIGHT LAW.

2.1.4 Library users complete and sign a photocopy request form for each photocopy requested;

2.1.5 The WARNING CONCERNING COPYRIGHT RESTRICTIONS appears on the photocopy request form as follows:

- a. The notice must be printed within a box located prominently either on the front side of the form or immediately adjacent to the space calling for the name or signature of the person using the form.
- b. The notice must be printed in type size no smaller than that used predominantly throughout the form, and in no case shall the type be smaller than eight points.
- c. The notice must be printed in such a manner as to be clearly legible, comprehensible, and readily apparent to a casual reader of the form.

2.1.6 The reproduction of the work includes a notice of copyright:

NOTICE

THIS MATERIAL MAY BE PROTECTED BY COPYRIGHT LAW (TITLE 17, U.S. CODE).

2.1.7 More than one article or other contribution to a copyrighted collection or periodical issue is copied for a user.

2.1.8 The reproduction becomes the property of the user (108(d)(1)).

2.1.9 The library has had no indication that the copy would be used for any purpose other than private study, scholarship, or research.

2.1.10 The reproduction is made without any purpose of direct or indirect commercial advantage.

## 2.2 Guidelines for Copies Requiring Permission from the Copyright Owner

2.2.1 The following are examples of instances in which permission from the copyright owner and/or payment of royalties would generally be required:

- a. The classroom use of photocopied materials in multiple courses or successive years;
- b. The duplication of works that are consumed in the classroom, such as standardized tests, exercises, and workbooks;
- c. The creation of a collective work or anthology by photocopying a number of copyrighted articles and excerpts to be used together as the basic text for a course;
- d. The reproduction of several articles from a recent issue of a journal;
- e. The duplication of a substantial portion of a copyrighted work that is available for purchase at a reasonable price.

## 2.3 Supervised Photocopy Service Record Keeping

Libraries may compile data on the uses made of their photocopy services.

## 2.4 Alternatives to requesting photocopies

Options which can be considered in lieu of using standard interlibrary loan procedures:

- a. Requesting a reprint from the author;
- b. Buying an issue of the journal containing the article or articles;
- c. Purchasing the needed copy from a licensed document delivery service.

### **III. Reproduction for Library Reserve**

Reserve collections are not governed directly by the copying protections of section 108. Also publishers' guidelines do not provide any assistance for library reserve because these guidelines anticipate a classroom teaching setting.

#### **1. What Can Be Placed on Reserve Under Fair Use**

Reproduction of a copyrighted work for teaching, including multiple copies for classroom use, may not be an infringement of the copyright law. When accepting materials for inclusion in the reserve collection, the copied material to be included:

- 1.1 Must be accompanied by a release form signed by the instructor. (Sample in Appendix B).
- 1.2 Must meet the four criteria for fair use as outlined above in the INTRODUCTION I.2.1.
- 1.3 Must be returned at the end of the term to the instructor.

#### **2. Four Guidelines for Photocopies Placed on Reserve**

Faculty at Mercer University who supply the photocopies to be placed on reserve should comply with the following guidelines:

2.1 The choice of material must be selective and sparing. The amount of material should be reasonable in relation to the total amount of material assigned for one term of a course, taking into account the nature of the course, its subject matter and level. Reserve materials must meet the following criteria:

Brevity: Examples are a complete article, story, or essay which is a reasonable portion in relation to the total amount of material assigned.

Spontaneity: The decision to use the copyrighted work must be so close to the time needed that it would be unreasonable to expect a timely reply to a request for permission to copy from the work.

Cumulative Effect: The material copied must be for only one course or phase in the school; and there must be no more than nine instances of multiple copying for one course during one class term.

2.2 The number of copies should be reasonable in light of the number of students enrolled and the difficulty and timing of the assignments. A general guideline is one copy for each 10-15 students.

2.3 Additional copies of a copyrighted work may be placed on reserve if there has been insufficient time since the date of publication to obtain permission.

2.4 An entire copyrighted work may be reproduced only if the library has first determined that an unused edition cannot be obtained at a fair price. [17 U.S.C. section 108(c)]

### **3. Reserve Collection Copies Requiring Permission from the Copyright Owner**

When instructional needs require copying beyond the limits of fair use, permission to copy must be obtained from the copyright owner and/or payment of royalties may be necessary. (See Appendix C - Obtaining Permission by Letter Request)

Examples of instances in which permission from the copyright owner and/or payment of royalties would generally be required to include:

- a. The reserve use of photocopied materials in multiple courses or successive years;
- b. The duplication of works that are consumed in the classroom, such as standardized tests, exercises, and workbooks;
- c. The creation of a collective work or anthology by photocopying a number of copyrighted articles and excerpts to be used together as the basic text for a course;
- d. The reproduction of several articles from a recent issue of a journal;
- e. The duplication of a substantial portion of a copyrighted work that is available for purchase at a reasonable price.

### **4. Alternatives to Copying for Reserve Collection**

In lieu of seeking permission from the copyright owner, the following options can be considered:

- a. Requesting reprints from authors;
- b. Buying extra issues of the journals containing the articles;
- c. Purchasing the needed copies from a licensed document delivery service.

## **IV. Interlibrary Loan Photocopying**

The sections of the copyright law especially pertinent to reproductions that may be requested or supplied through interlibrary arrangements are sections 107 and 108.

The library may obtain photocopies from other libraries for Mercer library users and may supply copies to other libraries if the following conditions are met:

### **1. Guidelines for Libraries Requesting Interlibrary Loans for Copies Not Requiring Permission from the Copyright Owner**

1.1 The library must have a request form completed and signed by the requestor for each photocopy to be requested from another library.

1.2 The WARNING CONCERNING COPYRIGHT RESTRICTIONS must appear on the Interlibrary Loan request form as follows:

- a. The notice must be printed within a box located prominently either on the front side of the form or immediately adjacent to the space called for the name or signature of the person using the form.
- b. The notice must be printed in type size no smaller than that used predominantly throughout the form and in no case shall the type be smaller than eight points.
- c. The notice must be printed in such a manner as to be clearly legible, comprehensible, and readily apparent to a casual reader of the form.

1.3 Each library's interlibrary loan department must indicate copyright compliance on requests for photocopies in accordance with the following guidelines established by the American Library

Association:

To assure the supplying library that the request does conform with the copyright law, the requesting library should indicate either CCG (conforms to the copyright guidelines) or CCL (conforms to copyright law). Unless this representation of compliance is included, the supplying library may refuse to fill the request.

- a. CCG - Conforms to Copyright Guidelines

The CCG code indicates that the request is in conformity with the National Commission on New Technological Uses of Copyrighted Works (CONTU guidelines). CCG applies only to materials described in Section 108(d) of the law, i.e., an article or other contribution to a copyrighted collection or periodical issue or a small part of any other copyrighted work. It should be used:

1. When the requesting library has observed the quantitative restrictions set forth in the CONTU guidelines 1A and 1B which are as follows:
  - a. The library may not engage in borrowing of materials in such aggregate quantities in order to substitute for a subscription or purchase of the work.
  - b. The library may not request more than five copies of an article or articles published in a periodical within five years prior to the date of the request.
  - c. For copyrighted works other than journals, the library may request no more than five portions of any given work, including a collective work, during the entire period such a material is protected by copyright.

The focus of both the statute and the guidelines is on the borrower of the material and not the lender with regard to the effect of interlibrary loan borrowing on the copyright holder's market for the material.

2. When the requesting library owns the materials, has ordered it, or, (for a periodical), has placed a subscription and the copy would have been justified by the other provisions of Section 108 if the requesting library's copy were available.
3. When the article or publication requested does not fall under standard copyright guidelines.

Example:

Some scholarly and association journals permit copying for scholarly purposes without regard to copyright ownership.

b. CCL - Conforms to Copyright Law

The CCL code is used whenever a copy is sanctioned under parts of the law other than Section 108(d) as qualified by 108(g)(2) and the CONTU Guidelines. CCL should be used:

1. When the material is in the public domain. Publications within the public domain are also beyond the purview of the guidelines.
2. When the requesting library believes that the reproduction and distribution of the copy is a fair use (see Section 107 and the Guidelines which interpret it).
3. According to current U.S. Public Health Service (PHS) policy, "communications in primary scientific journals publishing initial reports of original research supported in whole or in part by PHS may be copyrighted by the journal with the understanding that individuals are authorized to make, or have made by any means available to them, without regard to the copyright of the journal, and without royalty, a single copy of any such article for their own use".
4. When the requested copy becomes the property of the user and the request is for an entire work or a substantial part of a work, where the requesting library has determined that a copy cannot be obtained at a fair price (see Section 108(e)).
5. When the requested copy becomes the property of the user and the requested photocopy is of the kind of material described in Section 108(d) but published earlier than five years prior to the date of the request and therefore not covered by the CONTU Guidelines.
6. When the requested copy becomes part of the collection of the requesting library and the requesting library has determined, after reasonable investigation, that an unused replacement is unavailable at a fair price, and if the request is for a facsimile copy of: 1) an unpublished work requested solely for research or 2) a published work requested solely for replacement of a damaged, deteriorating, lost or stolen copy of a work (see Section 108(b) and (c)).

1.4 Under the following circumstances, the copyright law allows a library to make or request a copy of an entire copyrighted work:

- a. The library must first determine that an unused copy cannot be obtained at a fair price from the usual trade sources, the publisher, copyright owner or authorized reproducing service, [17 U.S.C. Section 108(c)].
- b. A copy for the library's collection must be made or requested for purpose of replacing a damaged, deteriorating, lost, or stolen copy [17 U.S.C. Section 108(c)].

## **2. Guidelines for Libraries Requesting Interlibrary Loans for Copies Requiring Permission from the Copyright Owner**

When research needs require copying beyond the limits of fair use, permission to copy must be obtained from the copyright owner and or payment of royalties may be necessary.

Examples of copies requiring permission are:

- a. The reproduction of several articles from a recent issue of a journal;
- b. The duplication of a substantial portion of a copyrighted work that is available for purchase at a reasonable price.

### **3. Guidelines for Supplying Photocopies to Other Libraries**

Each interlibrary loan department will fill photocopying requests from other libraries only if the request contains an indication of copyright compliance (CCL or CCG) on the request forms.

Requests that do not indicate copyright compliance will be returned to the requesting library with an explanation that indication of compliance with the copyright law is required in order for the request to be processed.

### **4. Interlibrary Loan Record Keeping**

In order to ensure that the number of interlibrary loan photocopy requests for Mercer library users to which CONTU Guidelines apply complies with 17 U.S.C. Section 108(g)(2), each library will follow the following procedures:

4.1 At the fifth request in a calendar year for a photocopy from a given periodical, each interlibrary loan department will assure that each staff person within its department of the library knows that the limit of borrowing photocopies has been reached for the year.

4.2 At the fifth request in a calendar year for a photocopy from a given periodical, each interlibrary loan department will notify the appropriate departments or individuals making the request that the limit has been reached.

4.3 At minimum, each interlibrary loan department will maintain records of interlibrary loan photocopy requests filled by other libraries in title order according to the CONTU Guidelines. These records shall be retained for three full years following the end of the calendar year in which the requests are made. At the end of each calendar year, these files should be reviewed by the library directors to determine whether particular titles should be considered by the library for purchase or subscription

## **V. Staff-Assisted Photocopying**

For those Mercer University libraries that provide the staff-assisted photocopying service, library staff are permitted, at the request of the user, to make a single copy of no more than one article or other contribution to a copyrighted collection, periodical issue or a small part of any other copyrighted work.

The library must have a request form which bears the WARNING CONCERNING COPYRIGHT RESTRICTIONS completed and signed by the requestor for each photocopy to be made. This form will be returned to the requestor with the photocopied item.

### **1. What Can Be Copied**

The library staff may make photocopies of library materials in response to requests from library users if the following conditions are met:

1.1 The Fair Use Criteria outlined in 2.1 of the INTRODUCTION to this document are followed.

1.2 Library users complete and sign an order form for each photocopy requested.

### **2. Guidelines for Copy Requests Beyond the Minimum Levels**

The library staff may make photocopies of requests which go beyond the minimum levels outlined above if the following guidelines are observed:

2.1 The choice of material for classroom distribution is selective and sparing. The amount of material should be reasonable in relation to the total amount of material assigned for one term of a course, taking into account the nature of the course, its subject matter, and level. (See MLA definitions outlined under REPRODUCTION FOR LIBRARY RESERVE III.2.1).



2.2 The classroom distribution of copies is limited to one copy per student and the copy must become the student's property.

2.3 Students are not assessed any fee beyond the actual cost of the photocopying.

2.4 The classroom distribution of the same photocopied material does not occur every semester, phase, or grading period.

2.5 An entire copyrighted work may be reproduced only if it has been determined that an unused copy cannot be obtained at a reasonable price. [17 U.S.C. Section 108(c)].

## **VI. Reproduction of Unpublished Works**

Section 107 and Section 108(a)(b) of the copyright law govern the copying of unpublished works. In general, the library does not hold copyright in the letters, diaries, manuscripts, theses, dissertations, or other unpublished material among its collections.

Copyright to unpublished works is held by the author or creator, or heirs or assigns, unless a written transfer of copyright has been made to another party. Even though the donor of a collection may have transferred copyright, such transfer can be made only for the works created by the donor or by another person for whom the donor holds copyright.

Copying of substantial portions of unpublished works may constitute fair use when it is for scholarly research. When research needs require extensive copying, however, the factors listed in the INTRODUCTION must carefully be considered to ensure that such copying is justified.

When research needs require copying beyond the limits of fair use, permission to copy must be obtained from the copyright owner.

### **1. Guideline for Reproduction of Unpublished Works**

The library user must complete and sign an order form for each photocopy requested.

### **2. Guidelines for Reproduction for Another Library's Collection:**

Section 108(b) of the copyright law allows the copying of unpublished works "for deposit for research use" in another library of the type described in 108(a). Such copies can be provided if the following conditions are met:

2.1 The request for duplication indicates compliance with the copyright law (CCL).

2.2 The library maintains a copy of the request form or correspondence.

## **APPENDIX A:**

### **GUIDELINES FOR AUDIOVISUAL MATERIALS AND COMPUTER SOFTWARE**

The term "audiovisual" applies to non-print materials such as films, filmstrips, CD (non-computer driven) records, audiotapes, videotapes, slides, slide tapes, and mixed media kits. Books and journals in microform, being facsimile reproductions of print materials, are not considered audiovisuals. Computer software includes all formats.

#### **I. Audiovisuals**

Audiovisual works are protected by the Copyright Revision Act of 1976. The rights of copyright include the rights of reproduction, adaptation, distribution, public performance and display. All of these rights are subject to "fair use" as outlined in the Four Criteria for Fair Use in the INTRODUCTION 2.1. Limited multiple copying privileges for classroom purposes do not apply to audiovisual works.

### **1. Guidelines for Library Purchase of Audiovisuals:**

Mercer libraries should note on their purchase orders the intended use of software meant to circulate e.g., "Purchase is Ordered for Library Circulation and Patron Use"

### **2. Guidelines for Classroom Use of Audiovisuals:**

- 2.1 The audiovisuals must be used by instructors (including guest lecturers) or by the students.
- 2.2 The audiovisuals must be in connection with face-to-face teaching activities.
- 2.3 The entire audience is involved in the teaching activity.
- 2.4 The entire audience is in the same room or same general area.
- 2.5 The performance takes place in a classroom or similar place devoted to instruction, such as a school library, gym, auditorium or workshop.
- 2.6 The audiovisual materials are lawfully made; the person responsible had no reason to believe that the audiovisual material was unlawfully made.

### **3. Guidelines for Library Use of Audiovisuals:**

- 3.1 Most programs using audiovisuals in a public room as part of an entertainment or cultural program, whether a fee is charged or not, would be infringing on copyright, and a performance license is required from the copyright owner.
- 3.2 To the extent that an audiovisual is used in an educational program conducted in a library's public room, its use will not be an infringement if the requirements for classroom use are met (see 2. above).
- 3.3 Even if audiovisual material is labeled "For Home Use Only", private viewing in the library should be considered to be authorized by the vendor's sale to the library with imputed knowledge of the library's intended use of the audiovisual material.
- 3.4 Notices as follows should be posted on video recorders or players used in the library to educate and warn patrons about the existence of copyright laws:

NOTICE

MANY VIDEOTAPED MATERIALS ARE PROTECTED BY COPYRIGHT. 17 U.S.C. 101. UNAUTHORIZED  
COPYING MAY BE PROHIBITED BY LAW.

### **4. Guidelines for Loan of Audiovisual Materials:**

- 4.1 If individual Mercer libraries decide to loan their audiovisual materials, these materials should be loaned to patrons for their personal use. They should not knowingly be loaned to individuals for unauthorized reproduction or to groups for public performances except for cases as outlined in the Guidelines for Classroom Use (see 2. above).
- 4.2 The copyright notice as it appears on the label of the audiovisual materials should not be obscured.
- 4.3 Video recorders, slide projectors and other audiovisual equipment may be loaned to a library user without fear of liability even if the library user uses the recorder to infringe a copyright. A notice should be placed on all equipment which can be used for copying (even if an additional machine would be required) to assist copyright owners in preventing unauthorized reproduction.

## **5 Guidelines for Duplication of Audiovisual Materials:**

Mercer libraries may make an archival copy of a program where there is a real threat to the original provided that only one copy, either the archival copy or the original, circulates or is in use at any time.

## **II. Computer Software**

Most computer software (including CD-ROMs) purports to be licensed rather than sold. Frequently, legends are clearly visible on the packaging outlining terms and conditions of the license agreement. The terms vary greatly among software producers and sometimes among programs produced by the same producer. Many explicitly prohibit lending; some limit the program to use on one identified computer.

### **1. Guidelines for Library Purchase of Computer Software:**

1.1 To avoid the inconsistencies between sale to a library and standard license restrictions, Mercer libraries should note on their purchase orders the intended use of software meant to circulate.

e.g., "PURCHASE IS ORDERED FOR LIBRARY CIRCULATION AND PATRON USE"

### **2. Guidelines for Classroom and Library Use of Software:**

2.1 License restrictions, if any, should be observed.

2.2 If only one program is owned under license, ordinarily it may only be used on one machine at a time.

2.3 Most licenses do not permit a single program to be loaded into a computer which can be accessed by several different terminals or into several computers for simultaneous use. A Network License is generally required for software to be used by more than one workstation.

2.4 Libraries generally will not be liable for copyright infringement committed by unsupervised library users. However, if a machine is capable of being used to make a copy of a program, the following warning must be posted on the machine:

NOTICE  
MOST COMPUTER PROGRAMS ARE PROTECTED BY COPYRIGHT, 17 U.S.C. 101. UNAUTHORIZED  
COPYING MAY BE PROHIBITED BY LAW.

### **3 Guidelines for Loaning Software:**

3.1 Copyright notice placed on a software label should not be obscured.

3.2 License terms, if any, should be circulated with the software package.

3.3 The following notice by the library is optional for software purchased before December 1, 1990, and required for software acquired after that date, to assist copyright owners in preventing theft:

NOTICE  
SOFTWARE PROTECTED BY COPYRIGHT, 17 U.S.C. 101. UNAUTHORIZED COPYING IS PROHIBITED BY  
LAW.

3.4 Libraries generally will not be liable for infringement committed by borrowers.

### **4. Guidelines for Duplication of Software:**

4.1 Libraries may lawfully make one archival copy of a copyrighted program under the following conditions:

- a. One copy is made;
- b. the archival copy is stored;
- c. if possession of the original ceases to be lawful, the archival copy must be destroyed or transferred along with the original program.

4.2 The original may be kept for archival purposes and the "archival copy" circulated. Only one copy, either the original or the archival, may be used or circulated at any given time.

4.3 If the circulated copy is destroyed, another "archival copy" may be made.

**APPENDIX B: RESERVE COLLECTION MATERIAL - INFORMATION SHEET (sample)**

Material to be placed on reserve:

Author \_\_\_\_\_

Title \_\_\_\_\_

Call number \_\_\_\_\_ Number of Copies \_\_\_\_\_

1. Is this item a Personal Copy Yes No

Special Curriculum material Yes No

Library Copy Yes No (if yes, skip to line #4)

2. If not a library copy, is this item to be cataloged and placed in the collection permanently? Yes No

3. If not a library copy, is this item to be returned to you at the end of the class? Yes No

4. For what period of time should this material remain on reserve?

Specify with dates: \_\_\_\_\_

5. For what phase(s) or course(s) will this material be used? Specify:

\_\_\_\_\_

Mercer libraries request that all items be bar-coded for access and control reasons when placed in our reserve material collection. Generally, all copies of a title requested will be placed on reserve (i.e., if the library has 3 copies of the title, all copies will be placed on reserve unless otherwise specified).

By signing this form, I acknowledge that I understand and have abided by the copyright law as it applies to Library Reserve Collections.

Faculty signature \_\_\_\_\_

Faculty name (please print) \_\_\_\_\_

Department \_\_\_\_\_

Phone number \_\_\_\_\_

**APPENDIX C: OBTAINING PERMISSION BY LETTER REQUEST**

When multiple photocopying of copyrighted material is not within the Guidelines, staff or faculty members should request permission. Communication of complete and accurate information to the copyright owner will facilitate the request. Although alternatives may be acceptable, the Association of American Publishers suggests that the following information be included in a request for permission to copy to expedite the process:

- a. Title, author and/or editor, and edition of materials to be duplicated;
- b. Exact material to be used, giving amount, page numbers, chapters and, if possible, a photocopy of the material;
- c. Number of copies to be made;
- d. Use to be made of duplicated materials;
- e. Form of distribution (classroom, newsletter, etc.);
- f. Whether the material is to be sold; and
- g. Type of reprint (ditto, photocopy, offset, typeset)

The request should be sent, together with a self-addressed return envelope, to the permissions department of the publisher in question. If the address of the publisher does not appear at the front of the material, it may be obtained from periodical lists. For purposes of proof and to define the scope of the permission, it is important that the permission be in writing. The process of considering permission requests requires time for the publisher to check the status and ownership of rights and related matters and to evaluate the request. It is advisable, therefore, to allow sufficient lead time. In some instances, the publisher may assess a fee for permission.

Sample Letter Requesting Permission to Copy:

Sample Book Company  
111 Address  
City, State Zip Code

Dear Sir:

I would like permission to copy the following:

Title: Knowledge of Good, Second Edition  
Copyright: Book Company, date  
Author: Full name of author  
Material to be duplicated: Chapter 2 (photocopy enclosed)  
Number of copies: Five (5)

Distribution: The material will be placed on reserve for first year medical students for 3 months.  
The students will not pay to use the material.

Type of reprint: Photocopy

I have enclosed a self-addressed envelope for your convenience in replying to this request.

Sincerely,  
Faculty Member

OBTAINING PERMISSION BY TELEPHONE

If occasional time exigencies obviate the usefulness of the prior request letter, then the infrequent use of telephone permission is acceptable. The person receiving permission should make written notes of the time and date of the call; the name of the person authorizing copying; the extent of the permission granted; and request and obtain a follow-up letter from the copyright proprietor.

### **3.15 Policy on Accreditation Reports**

Accreditation Study Reports must be submitted to the Office of Institutional Effectiveness and approved by the Provost prior to submission to the specific institutional/school-college/unit accreditation association.

This policy is effective July 1, 2005.

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<sup>i</sup> **This policy complies with Federal Regulations pertaining to sponsored research. For grants and cooperative agreements, the Public Health Service (PHS) Regulations are set forth in 42 CFR Part 50, Subpart F Section 50.601 through Section 50.607. For contracts, the PHS Regulations are set forth in 42 CFR Subpart 94, Section 94.1 through Section 94.3 and Section 50.604 through Section 50.606. The National Science Foundation (NSF) Regulations are published in the Federal Register, Volume 60, No. 32, July 11, 1995, pages 35822-35823.**