



# **KINGDOM COLLEGE**

  

## **EMPLOYEE AND FACULTY HANDBOOK**

**The provisions of this manual/handbook do not constitute and should not be construed as a contract of employment, expressed, or implied, or as a promise of employment for a definite duration.**

**Kingdom College complies with applicable laws prohibiting discrimination, including applicable provisions of and amendments to Title VI of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Executive Order 11246, Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era of Veterans Readjustment Assistance Act, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990, and does not unlawfully discriminate on the basis of race, color, national origin, sex, age, disability, genetic information or veteran status in admission to, access to, or treatment or employment in, its programs or services.**

**For the purpose of all Kingdom College personnel policies, the term “faculty” or “employee” will include all individuals employed with Kingdom College, whether full-time or part-time. All faculty with Kingdom College understand and have acknowledged the Statement of Faith, the Life Together Covenant, the Biblical Responsibilities and Expectations, as well as the Sanctity of Life Statement outlined by the Kingdom College Board of Trustees. Signed acknowledgement of receipt of this information will be placed in the official personnel files for proper record retention.**

### **OUR MISSION**

**KINGDOM COLLEGE IS A CHRISTIAN COLLEGE DEDICATED TO PREPARING AND EQUIPPING GOD’S PEOPLE FOR WORKS OF SERVICE (EPHESIANS 4: 11-12 NIV) BY TEACHING STUDENTS ON THE UNDERGRADUATE AND GRADUATE LEVELS TO PERFORM WORKS OF SERVICE IN THE AREAS OF BIBLICAL STUDIES, PSYCHOLOGY, AND CHRISTIAN CLINICAL MENTAL HEALTH COUNSELING.**

### **OUR VISION**

**A CHRISTIAN COLLEGE SENDING FORTH HIS PEOPLE EMPOWERED BY THE HOLY SPIRIT THROUGH LOVE TO FULFILL HIS DIVINE PLAN IN ACTS 1:8, “BUT YOU WILL RECEIVE POWER WHEN THE HOLY SPIRIT COMES ON YOU; AND YOU WILL BE MY WITNESSES IN JERUSALEM, AND ALL JUDEA AND SAMARIA, AND TO THE ENDS OF THE EARTH,” AND MATTHEW 28:19, “THEREFORE GO AND MAKE DISCIPLINES OF ALL NATIONS, BAPTIZING THEM IN THE NAME OF THE FATHER, AND OF THE SON AND OF THE HOLY SPIRIT” IN THE FIELDS OF BIBLICAL STUDIES, PSYCHOLOGY, AND CLINICAL MENTAL HEALTH IN ORDER TO ESTABLISH STRENGTH, HOPE, AND SOUNDESS TO THE PEOPLE IN THE GLOBAL AND LOCAL MARKET PLACE.**

***The Board of Kingdom College (Voting Members):***

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## **EMPLOYEE AND FACULTY HANDBOOK OF KINGDOM COLLEGE**

### **ARTICLE I. INTRODUCTION**

#### **SECTION I. ESTABLISHMENT OF RULES.**

The following rules, regulations and other administrative provisions for personnel administration (hereinafter called “Rules”) are established for the information and guidance of all concerned.

The rules herein established shall apply to all regular full time and part time employees, temporary/seasonal employees, department chairs, and adjunct faculty.

## SECTION II. STATEMENT OF FAITH\*

Kingdom College is firmly committed to the Lordship of Jesus Christ and evangelical Christianity. To assure the central place of Christian principles in the philosophy and life of the College, the trustees, administration, faculty, and staff believe:

- There is one God, eternally existent in three persons-Father, Son, and Holy Spirit-the ultimate Creator and Sustainer of all things in heaven and on earth.
- The Holy Bible is the inspired and infallible written word of God, progressively revealing God's will for humankind.
- Jesus Christ is the Living Word of God who made known and carried out God's plan of redemption through His virgin birth, sinless life, atoning death, bodily resurrection, and ascension, and who will return in power and glory.
- The Holy Spirit is present in the life of the believer, testifying to the lordship of Christ and enabling the believer to live a godly life.
- Man though uniquely created in God's image, rebelled and stands in need of redemption.
- God graciously extends salvation to anyone who comes to Christ by faith.
- The Church is the community of believers who express their unity in Christ by loving and serving Him and each other.

## SECTION III. LIFE TOGETHER AND COVENANT\*

### **Responsibilities and expectations for community life at Kingdom College.**

Kingdom College is a community of Christians intentionally joined together for academic progress, personal development, and spiritual growth. The mission of Kingdom College is to establish a pathway dedicated to preparing, equipping, and empowering educators, counselors and social workers to serve and minister globally to God's people in unity of the faith through the Word of God. This community is not defined by geography, but rather by engagement in the Kingdom College mission.

The Life Together Covenant (LTC) identifies the expectations for thriving in community as we seek to fulfill our mission. It is impossible to create a community with expectations totally acceptable to every member. Nevertheless, certain responsibilities and expectations must be specified to assure orderly community life. When individuals join the Kingdom College



community, they freely and willingly choose to take upon themselves the responsibilities and expectations outlined in this covenant. The expectations of Kingdom College are not intended to measure spirituality or to promote legalism. Nevertheless, Galatians 5: 13-14 reminds us that while we were called to be free, our freedom is best used when we serve one another in love (Romans 14: 1-23; 1 Corinthians 8: 1-13, 10:23-33).

A foundational support for the LTC is the Kingdom College Statement of Faith. The Statement of Faith affirms that the Bible is the inspired and authoritative word of God, and it provides the essential teachings and principles for personal and community conduct. The Statement of Faith also affirms the presence of the Holy Spirit in every believer; God, through the Holy Spirit, places in every believer the inner resources and attributes to minister to others through supportive relationships.

## **SECTION IV. BIBLICAL RESPONSIBILITIES AND EXPECTATIONS\***

### **Responsibilities for Loving God, Others and Self**

We glorify God by loving and obeying Him. Because we are commanded to love one another, relationships and behaviors which reflect such love confirm our allegiance to God and are glorifying to Him (Matthew 22: 36-40; John 15:11-14; Romans 15:5-6).

Being in the daily fellowship with other Christians is a privilege and an expression of God's will and grace. In recognition of this privilege, great value is placed on the quality of relationships in our community. We acknowledge that we are participating in a fellowship where we are dependent on and accountable to one another. The New Testament word for fellowship is *koinonia*, which is translated as a close mutual relationship, participation, sharing, partnership, contribution, or gift. Members, therefore, are encouraged to seek opportunities to demonstrate *koinonia* (1 Corinthians 12:12-31; Ephesians 4:1-6).

All persons are created in the image of God, and each person is known by God and knit together in the womb with intentional design. God's attention to creative detail is uniquely applied in each person in whom is given the capacity to love God with heart, soul, mind and strength. The commandment to love our neighbor as ourselves reminds us of our potential to minister to others while at the same time recognizing our own need for care and support (Psalm 139:13-14; Mark 12:29-31; 1 Corinthians 6:19).

### **Responsibilities for Community**

Within our college community the greatest expression of fellowship and the highest principle for relationships is love. Since God first loved us, we ought to demonstrate love toward one another (1 John 3:11, 16, 18; 4:7-21). For the purpose of our community, we have identified the following specific expressions of love as being among the most desirable.

- **Esteeming One Another:** We expect each member of the community to strive consciously to maintain relationships that support, encourage, and build up one another (Romans 15:1-2).
- **Making Allowance for One Another:** Because of our sin nature, difficulties in relationships do occur. In such cases, we are to respond with compassion, kindness, humility, gentleness and patience, making allowance for each other and forgiving one another (Colossians 3:12-13).
- **Caring for One Another:** We are responsible to come alongside those experiencing grief, discouragement, illness, tragedy, or other personal trials. Expressions of bearing one another's burdens include comfort, encouragement, consolation and intercession (Galatians 6:2).
- **Respecting One Another:** Because of the God-given worth and dignity of persons, each member of the community is expected to be sensitive to the image of God created in every person. Therefore, discrimination against others on the basis of race, national origin, age, gender or disability is not acceptable. Any kind of demeaning gesture, symbol, communication, threat or act of violence directed toward another person will not be tolerated (Colossians 3:11-14; 1 John 3: 14-18).

## **Responsibilities and Expectations for Individual Attitudes and Behavior**

In addition to subscribing to the section on Biblical Responsibilities, members of the Kingdom College community voluntarily commit themselves to the following expectations of behavior. This commitment results from the conviction that these expectations serve the common good of the individual and the institution. These expectations are not set forth as an index of Christian spirituality, but rather as values and standards of Kingdom College and guidelines that serve to preserve the ethos of the college community. Furthermore, they reflect our commitment to helping each other grow in maturity and in the ability to make wise choices. Because of the importance of trust and responsibility to one another, violations of these expectations are regarded as a serious breach of integrity within the community. The following expectations apply to all members of the campus communities: the faculty, staff, and students of Kingdom College:

- **Prohibited Behaviors:** Certain behaviors are expressly prohibited in Scripture and therefore are to be avoided by all members of the community. They include theft, lying, dishonesty, gossip, slander, backbiting, profanity, vulgarity, crude language, sexual immorality (including adultery, homosexual behavior, premarital sex and involvement with pornography in any form), drunkenness, immodesty of dress and occult practice (Mark 7: 20-23; Romans 13:12-14; 1 Corinthians 6:9-11).
- **Academic Integrity and Truthfulness:** As a Christ-centered College community we apply biblical responsibilities for honesty to all forms of academic integrity.

Plagiarism is forbidden; we expect truthfulness and fidelity to be expressed in every learning context (Luke 16:10; Ephesians 4:25).

- **Submission to Civil Authority:** In keeping with scriptural admonitions to bring ourselves under the authority of the government, members of the Kingdom College community are expected to uphold the laws of the local community, the state and the nation. An exception would be those rare occasions in which obedience to civil authorities would require behavior that conflicts with the teaching of the Scripture. One such occasion, each individual would submit voluntarily to the penalty for his or her behavior (Romans 13:1-7). Behavior resulting in arrest on or off campus is subject to review within the College's disciplinary procedures.
- **Illegal and Legal Substances:** Kingdom College prohibits the possession, use or distribution of illegal substances and the abuse or illegal use of legal substances, including prescription and over-the-counter medication.
- **Tobacco:** Kingdom College and all of our campuses are tobacco free.
- **Alcoholic Beverages:** Kingdom College and all of our campuses are alcohol free. Alcoholic beverages are not permitted at any College functions or programs on or off campus.
- **Gambling:** Gambling (the exchange of money or goods by betting or wagering) is not acceptable at Kingdom College or any of our campuses.
- **Respect for the Property of Others:** We are all expected to respect the property of others, including the college property, private property on and off campus, and public property. The intellectual property of others is also to be respected.
- **Policies and Procedures:** Compliance with the day-to-day policies and procedures of the community is expected from all. These routine items are listed in the Student Life Handbook, the Employee and Faculty Handbook and the Undergraduate and Graduate Catalog.

## **Multicultural Philosophy Statement**

We believe in equality for all people as embedded in biblical teachings and as an integral part of the Christian commitment. We acknowledge that this is affirmed in the Constitution of the United States of America. We believe in an environment in which people can live and work cooperatively, valuing the multiple cultures from which they have come without violating institutional values. We believe in multicultural education as an interdisciplinary effort to prepare graduates who understand, appreciate, and work effectively with those who are different from themselves. We believe in global interdependence, implying the need to graduate individuals capable of functioning as global citizens.

## **Conclusion**

The book of Colossians provides an appropriate summary of the goals for our community: “Therefore, as God’s chosen people, holy and dearly loved, clothe yourselves with compassion, kindness, humility, gentleness and patience. Bear with each other and forgive one another if any of you has a grievance against someone. Forgive as the Lord forgave you. And over all these virtues put on love, which binds them all together in perfect unity. Let the peace of Christ rule in your hearts, since as members of one body you were called to peace. And be thankful. Let the message of Christ dwell among you richly as you teach and admonish one another.....And whatever you do, whether in word or deed, do it all in the name of the Lord Jesus, giving thanks to God the Father through him” (Colossians 3:12-17 TNIV).

## **SECTION V. SANCTITY OF LIFE STATEMENT\***

Scripture affirms the sacredness of human life, which is created in the image of God. Genesis 1:27 NIV states “So God created man in His own image, in the image of God He created him; male and female He created them.” Therefore, human life must be respected and protected from its inception to its completion.

\*Adapted from Taylor College and Dietrich Bonhoeffer’s Life Together Covenant

## **SECTION VI. DISSEMINATION OF RULES**

Supervisors will be furnished complete copies of all rules and changes thereto, and shall be responsible for maintaining a complete set of rules, and for bringing these rules to the attention of all employees under their supervision. Handbooks will also be provided to all new employees regardless of status (full-time, part-time, adjunct, etc...)

## **SECTION VII. DEFINITIONS**

- **Appointing Authority:** that official or body having authority under the policies of Kingdom College
- **Classification:** The entire process of assigning and reassigning individuals to positions to the end that employees will be employed and compensated on the basis of fitness, actual duties performed, so that there may exist equal pay for equal work
- **Demotion:** The change of an employee from a position in one class to a position in another class having a lower pay grade and requiring the performance of less responsible duties
- **Position description:** A detailed written description of the specific duties assigned to and performed by a particular employee to serve as the basis for classification
- **Probation:** A working test period of 12 months for each and every Kingdom College employee during which an employee is required to demonstrate, by actual



performance, his/her fitness for the duties to which he/she is appointed, and his/her general fitness and suitability as a Kingdom College employee

- Promotion: The change of an employee from a position in one class to a position in another class having and requiring the performance of more responsible duties.
- Reclassification: The reallocation of an employee or position to a different class of positions based upon substantial change in duties and responsibilities
- Classified Employees: Person (s) in this class are appointed/discharged based on approval by the President
- Non-Classified Employees: Person (s) in this class are appointed/discharged by the Board. Person (s) in this class include: President and others designated by the Board
- Transfer: The reassignments of any employee to a position without increase or decrease in rate of pay

## **SECTION VIII. ADMINISTRATION OF PERSONNEL RULES AND REGULATIONS**

The President and Director of Human Resources are responsible for personnel administration within the Kingdom College's operation. All matters dealing with personnel shall be routed through the Director of Human Resources who shall maintain a complete system of personnel files and records. The policy of Kingdom College is that Kingdom College will employ, compensate, promote, terminate and carry out other conditions of employment without regard to race, color, creed, national origin, sex, or age, except when sex or age is a bona fide occupational qualification.

### **ARTICLE II. APPOINTMENT AND PROMOTION**

#### **SECTION I. GENERAL PROCESS**

Appointments and promotions to all classified positions shall be solely on the basis of fitness for the position, which shall be determined by evaluation of the applicants:

- Training, education, experience
- Oral interviews; and
- Whenever practical as established by order from the President an examination, promotion potential rating, oral interviews, and demonstration performance test.



The President shall be ultimately responsible for and have sole authority to employ/discharge all employees in classified service. The President or other positions designated by the Board of Kingdom College are non-classified and are employed/discharged by the Board. The Board will approve the number of positions authorized for employment.

Kingdom College's requirements for employing appropriately credentialed faculty are aligned with standards set by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) in the *Principles of Accreditation: Foundations for Quality Enhancement* under Comprehensive Standard 3.7.1. All of the College's instructional faculty are required to meet the guidelines established by SACSCOC. The Director of Human Resources and President are tasked with ensuring that faculty are qualified to teach in their respective programs at the time of hire as well as confirm that faculty are qualified to teach their assigned courses during their tenure with the College.

#### SACSCOC Requirements for Credentialing:

3.7.1. The institution employs competent faculty members qualified to accomplish the mission and goals of the institution. When determining acceptable qualifications of its faculty, an institution gives primary consideration to the highest earned degree in the discipline in accordance with the guidelines listed below. The institution also considers competence, effectiveness, and capacity, including, as appropriate, undergraduate and graduate degrees, related work experiences in the field, professional licensure and certifications, honors and awards, continuous documented excellence in teaching, or other demonstrated competencies and achievements that contribute to effective teaching and student learning outcomes. For all cases, the institution is responsible for justifying and documenting the qualifications of its faculty.

- Faculty teaching general education courses at the undergraduate level: doctoral or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
- Faculty teaching baccalaureate courses: doctoral or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (minimum of 18 graduate semester hours in the teaching discipline). At least 25 percent of the discipline course hours in each undergraduate major are taught by faculty members holding the terminal degree-usually the earned doctorate-in the discipline.
- Faculty teaching graduate and post-baccalaureate course work: earned doctorate/terminal degree in the teaching discipline or a related discipline.
- Graduate teaching assistants: master's in the teaching discipline or 18 graduate semester hours in the teaching discipline, direct supervision by a faculty member experienced in the teaching discipline, regular in-service training, and planned and periodic evaluations.



### Alternative Credentials:

In extraordinary circumstances in which a prospective faculty member does not meet the set criteria, that individual may be considered to teach course(s) based on alternative credentialing. The faculty member should demonstrate extensive professional experience, significant contributions to the teaching discipline, and considerable knowledge of the competencies needed to teach the course objectives covered in the related disciplines.

Based on the Principles of Accreditation of SACSCOC, elements of the alternative credentialing justifications must include the following:

1. Documentation of non-teaching work experience, including length of service, complexity of work, and closeness of the relationship between work performed to courses the faculty member would be eligible to teach;
2. College degree conferred in a field closely related to the teaching field (note date of conferral and institution, along with program area);
3. Number of college credits earned in teaching field or closely related area (credits must be converted to traditional 15–16-week semester credits if candidate earned quarter term credits);
4. Professional relationship, especially at a state or national level. This must be demonstrated to the satisfaction of the college;
5. Possession of current special certifications or licenses related to the teaching field; Note date of certifications or licenses;
6. A publication record in creditable or nationally recognized journals, books or magazines in the discipline or a related teaching field;
7. Possession of awards/honors/commendations related to the teaching field;
8. Evidence of excellence in teaching, especially that which is long-standing;
9. In some instances, it may be necessary to link appropriate experiences directly to the course objectives/student learning outcomes in a course matrix. If used, the course matrix would identify key course objectives and explain the evidence for concluding that the individual is prepared to meet those objectives; documentation of how the prospective/current faculty member's experience and accomplishments have prepared him or her to effectively deliver the instructional assignment, focusing on accomplishments across a career but with particular weight given to recent and current work.

The Director of Human Resources will complete the Potential Hire/New Hire Checklist (Appendix A) for each individual prior to a formal offer of employment being extended. This checklist will reflect not only the experience and education of the potential faculty member but the specific classes for which the member is qualified to teach in accordance with SACSCOC guidelines. Credentials and qualifications will be reviewed per semester for faculty members during schedule formation to ensure that each course is taught by those that are appropriately credentialed.

## **SECTION II. BACKGROUND CHECKS**

It is important that Kingdom College, in fulfilling its mission, provide a safe environment for its students, faculty, staff and visitors, preserve college resources, and uphold the reputation of the college. Background checks for employment or serving in a volunteer capacity are completed in compliance with federal and state regulations, and may include verification of educational and employment credentials, criminal history, credit status, driving record, and other information related to employment decisions by the college.

## **SECTION III. AGE REQUIREMENTS**

The minimum age for employment to a regular full-time position within the classified service shall be eighteen (18) years of age. The minimum age for employment of seasonal employees shall be sixteen (16) years of age.

# **ARTICLE III. FACULTY RANK AND POSITION**

## **SECTION I. ADMINISTRATIVE OFFICERS**

### **President**

The President is the Chief Executive Officer (CEO) of the College. This office implements the regulations and policies of the Board of Directors and delegates specific authority and responsibility within Kingdom College. The President exercises supervision and direction of all departments in a manner that promotes the efficient operation of the College.

### **Chief Academic Officer**

This position, under the supervision, of the President is responsible for the development and implementation of both near-term and long-term plans for Kingdom College. The Chief Academic Officer (CAO) will have frequent interaction with faculty members, Department Chairs and other administrators. The CAO is responsible for maintaining academic quality in accordance with Kingdom College's mission and vision. Responsibilities of the CAO also include all aspects of administration, such as planning, budgeting, program coordination, and communication with other departments and outside the college.

### **Department Chairs**

Department Chairs provide academic leadership for faculty teaching in a specific discipline or educational program of a specific area of Kingdom College. Department Chairs are responsible



for administration of the academic unit over which they are appointed for leadership responsibility. Per SACSCOC Standard 3.4.11, for each major in a degree program the institution assigns responsibility for program coordination, as well as for curriculum development and review, to persons academically qualified in the field. In those degree programs for which the institution does not identify a major, this requirement applies to a curricular area or concentration. This standard assumes that individuals competent in the field oversee each major or curricular area or area of concentration in undergraduate or graduate degree programs in order to assure that each contains essential curricular components, has appropriate content and pedagogy, and maintains currency in the degree. Degree programs normally are coordinated by academically qualified faculty who hold degree credentials or other qualifications appropriate to the degree offered. If responsibility for coordination of curriculum development and review are assigned to persons other than faculty, the institution should provide appropriate documentation and rationale. The role of the Department Chair ensures compliance with this specific SACSCOC standard. These duties may include but are not limited to the following:

- Submit proposed schedules of classes to the CAO
- Approve syllabi
- Approval of textbook selections
- Evaluate departmental faculty members
- Advise students and supervise the academic advising performed by departmental faculty members
- Assist with the development of the curriculum and all academic programs for the academic unit
- Communicate academic programs of the department to the President's office
- Conduct departmental meetings and submit minutes to the CAO
- Represent the department at appropriate professional meetings
- Aid in the recruitment of suitable faculty for the department in accordance with the criteria of Kingdom College
- Conduct or coordinate assessment of educational outcomes and effectiveness of the education programs of the department

### **Faculty**

- Faculty members have a duty to honor their contractual obligations to Kingdom College and know and fulfill their professional obligations.
- Acceptance of a faculty position at Kingdom College is a commitment to the College's mission.
- All faculty should exhibit the following characteristics:

1. A faithful Christian both in name and practice
2. Willing to support and honor the spiritual founding of Kingdom College
3. Ability to contribute to a positive work environment in the department and the College
4. Commitment to recruiting, advising, retaining, and mentoring qualified students
5. Competent and qualified in one's academic discipline

### **Professional Standards and Expectations**

All faculty have responsibilities to positively influence students, colleagues, and the broader community. These responsibilities include:

- Instructional duties
- Academic advisement duties
- Institutional duties
- Professional service and development
- Spiritual service and development

### **Faculty as Teacher-Scholars**

Kingdom College is a teaching institution; therefore, performance in the classroom, studio, laboratory, rehearsal hall, faculty office, and other instructional settings is a primary factor in judging quality. Kingdom College also recognizes that scholarship through a continuous contribution to knowledge through research and writing or other activity appropriate to the specific discipline is integral to success as a teacher-scholar.

### **Qualities of effective teaching:**

- Knowledge and enthusiasm for the subject matter
- Effective communication
- Self-reflection and continual improvement
- Relation of subject matter and its implications to revealed and natural truth (i.e. integration of faith, learning and living)
- Interest in the students both academically and personally

### **Faculty responsibilities to their students:**

- Set proper example in intellectual activity, moral integrity, and Christian conduct
- Meet classes regularly, punctually, and for the full allotted time
- Organize, prepare, and teach class effectively
- Evaluate assignments conscientiously and return to students in a timely manner
- Help students develop critical thinking skills
- Encourage students to pursue excellence to the glory of God
- Assist the students in developing a love for and commitment to truth

- Participates in curriculum development that is current, rigorous, and encourages scholarship in students and reflects a strong Christian worldview
- Help students develop a strong faith in God and genuine Christian character
- Provide periodic feedback regarding student progress and assessment
- Defend academic freedom
- Develop policies that assure academic and personal rights
- Recommend to the administration, either directly or through designated committees, any changes for the improving of objectives, ideals or functioning of the institution.

**Faculty responsibilities to themselves:**

- Commit to a life of learning
- Maintain cultural and global interests
- Engage in research and other scholarly activities
- Develop a contagious enthusiasm for teaching
- Develop strong personal convictions based on Biblical truth while maintaining a spirit of tolerance
- Commit to study, meditation, reflection, and prayer
- Make family a priority
- Grow in the Christian graces
- Maintain an honorable business and financial reputation

## **SECTION II. FACULTY STATUS**

All teaching appointments shall be classified as one of the following depending on the purpose, longevity, experience, and other relevant criteria affecting faculty appointment. There are three categories of Faculty Status: Full-Time, Part-Time, and Adjunct

- **Full-Time Faculty**  
Full time status applies to faculty employed for a full academic year (minimum nine-month contract) for at least six (6) semester credit hours teaching per semester, or the equivalent in teaching, research, public service, or administration.
- **Part-Time Faculty**  
Part-time faculty are contracted to teach or provide instructional support in specific courses. Part-time faculty are not subject to the other responsibilities of full-time faculty such as advising or committee work.
- **Adjunct faculty** are individuals employed by the college to provide a limited number of units of instruction to students and are temporary employees.



### SECTION III. FACULTY RANK

Full-time faculty appointments are classified into ranks. These classifications have significance with regard to benefits and rights that may or may not pertain to each category or classification. The original letter of appointment and each subsequent salary notification or reappointment letter shall indicate clearly the status, rank, salary and other special conditions of the appointment.

Only full-time faculty are eligible for academic rank. The standard academic ranks at Kingdom College are Professor, Associate Professor, Assistant Professor, and Instructor. The minimal degree and teaching experience requirements for appointment to the respective ranks are as follows:

- **Professor**

An individual appointed to this rank must:

- Have a terminal degree in the teaching field
- Have at least seven years of full-time teaching experience or professional service at a regionally accredited institution of higher learning

- **Associate Professor**

An individual appointed to this rank must:

- Have a terminal degree in the teaching field
- Have at least five years of full-time teaching experience or professional service at a regionally accredited institution of higher learning

- **Assistant Professor**

An individual appointed to this rank must:

- Have a master's degree in the teaching field or a master's degree in a related field with 18 graduate semester hours in the teaching field
- Have at least three years of teaching experience at the College/College level

- **Instructor**

An individual appointed to this rank must have a master's degree in the teaching field or a master's degree in a related field with at least 18 graduate semester hours in the teaching field. No prior teaching experience is required.

### SECTION IV. TERMINATION OF FACULTY APPOINTMENTS

Faculty appointments may be terminated by the following means:

- Voluntary Resignation of the faculty member through letter of resignation delivered to the President no later than April 1 of the academic year and to be effective at the end of the year.
- Retirement
- Mutual agreement of the faculty member and the President
- Involuntary termination

There are two categories of circumstances, institutional and personal, that may lead to involuntary termination of employment of faculty.

Faculty may be dismissed in the following institutional circumstances:

- In the event of financial crisis, faculty may be dismissed - The faculty member may be retained if dismissal will result in a distortion of the academic program.
- Enrollment decline or reduction or elimination of programs may necessitate the dismissal of faculty. Judgments regarding which programs should be reduced or eliminated and the resulting impact on faculty employment shall be at the discretion of the administration, but shall be made on the basis of bona fide educational, mission, and/or financial plans or needs.

Faculty may be dismissed in the following personal circumstances:

- Conviction or admission of guilt of a felony or of a crime involving moral turpitude during the period of employment-or prior thereto if the conviction or admission of guilt was willfully concealed.
- Unlawful manufacture, distribution, sale, use or possession of any controlled substance or other illegal or dangerous drugs as defined by Alabama laws or federal laws.
- Working under the influence of alcohol
- Disruption of any teaching, research, administrative, disciplinary, public service, or other authorized activity.
- Gross negligence and incompetence in performance of professional duties.
- Behavior, on or off campus, that could be reasonably characterized as contrary to the Christian mission of the College
- Clear and convincing evidence the faculty member cannot continue to fulfill the terms and conditions of appointment for medical or mental health reasons
- Any violation of the College's policies or procedures
- Any faculty member, acting individually or in concert with others, who clearly obstructs or disrupts or attempts to obstruct or disrupt any teaching, research, administrative, disciplinary, or public service activity or any other activity authorized to be discharged or held on any campus of Kingdom College is considered to have committed an act of gross irresponsibility and shall be subject to disciplinary procedures and sanctions, possibly resulting in termination of employment



## **SECTION V. PROCESS FOR INVOLUNTARY TERMINATION OF FACULTY**

Should circumstances occur that may lead to involuntary termination, the President will convene an advisory committee of the Chief Academic Officer, the Department Chair, and the Director of Human Resources to consider the circumstances.

- The faculty member will have the opportunity to be heard in his or her own defense by the President and the advisory committee. The faculty member may be accompanied by legal representation.
- The President will make the decision regarding the disciplinary action up to and including termination.
- If the decision is made to terminate, the President will inform the faculty member in writing of the decision within seven days.
- The faculty member may appeal his or her dismissal to the Board who will consider the appeal according to current Board policy.
- Once the appeal process described above has been completed, the decision reached shall be considered final and binding.
- If the decision of the President is to impose discipline short of termination, there is no further appeal.

## **SECTION VI. LAYOFF OR REDUCTION IN FORCE**

Layoff is a separation resulting from a reduction in work force, a redirection of work due to a cessation of or change in the activities of a department or the College, or a restructuring of a department undertaken to adapt to changing College needs. When the College decides that a layoff is necessary or appropriate, the positions to be eliminated and/or individuals to be laid off will be selected in accordance with the College needs, based upon College judgment concerning such factors as need, ability, performance, conduct, reliability, training, experience and job-related education. When all other factors are substantially equal, length of service will be the determining factor in deciding which employees will be retained. The criteria for selection for layoff must be reviewed by Human Resources. Layoff is not to be used in lieu of following established progressive discipline procedures.

## **SECTION VII. PROBATION**

- Generally.

Each and every employee receiving an appointment or a promotion to a position in the classified service must complete a minimum twelve (12) month probationary period. Each and every employee in the classified service must complete his probationary period and receive the affirmative approval of the appointing authority before appointment or promotion shall be

considered regular. During the employee's probationary period, the employee's work habits, abilities, promptness, and other pertinent characteristics will be observed and evaluated by a supervisor and/or the President. If the probationary employee fails to meet required standards of performance, employment will be terminated, or if the individual is a promoted regular employee, the individual may be restored to the classification and position from which he was promoted or to a comparable position, if available.

- Termination during probationary period

If at any time during the probationary period the President determines that the service of the employee has been unsatisfactory, the employee may be immediately terminated from his position.

- Probationary reports

Probationary employees are to be evaluated on a semester basis. At each evaluation, the employee will be evaluated as to his/her job performance, and, if needed, points for improvement so that the probationary employee can successfully complete his probationary period. Upon completion of the 12-month probationary period, the Supervisor shall complete a probationary report and notify the President in writing that either:

- The employee has successfully completed his probationary period and shall henceforth be considered a regular employee with all rights and privileges due him or her. The employee will then be converted from probationary to regular status.
- The employee has not demonstrated the ability to perform satisfactorily the duties of the position, and is to be terminated from employment or, if promoted from another position, returned to the previous or a similar classification.

Notwithstanding, anything contained to the contrary herein, no employee shall move from a probationary status to a regular status without the written affirmative approval of the President regardless of the length of time served by said probationary employee, the probationary status shall be deemed to be automatically extended to afford sufficient time to the President to comply with any time or percentage requirement herein.

- The time, portions, and numbers specified in the paragraphs above are guidelines only; and the failure of a supervisor, President, Director of Human Resources or Kingdom College to comply with any specified or implied deadline shall not be deemed to be a violation of an employee's rights and shall be correctable at any time during said probationary period by complying with said times, portions, and numbers within a reasonable time.

## **SECTION VIII. RELATIVES IN EMPLOYMENT**

No employee shall supervise a member of his immediate family. “Immediate family” is defined as wife, husband, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepmother, stepfather, stepson, stepdaughter, uncle or aunt. This section shall not prevent a Supervisor or the President from utilizing all available personnel in an emergency situation.

## **ARTICLE IV. PAY OF EMPLOYEES**

### **SECTION I. PAY PLAN GENERALLY**

Salaries of Kingdom College employees are regulated by established pay ranges approved by the Board. Kingdom College’s official workweek starts Sunday at 12:01 a.m. and ends the following Saturday at 12:00 midnight. A workday is any consecutive 24-hour period. The College’s workday begins at 12:01 a.m. and ends at 12:00 midnight. Nonexempt Employees Due to the workload at peak times, a “nonexempt” employee’s supervisor may assign him or her to work beyond the normal shift. Kingdom College will pay overtime for overtime work in accordance with the requirements of state and federal law. Although an attempt will be made to give advance notice when it is feasible to do so, this is not always possible. This follows government requirements. As defined by the state labor laws and the federal Fair Labor Standards Act, nonexempt employees will have overtime paid at time and a half for more than 40 hours worked in one workweek. Nonexempt employees who are on an approved alternative workweek will be paid overtime, where applicable, in accordance with their alternative workweek schedule. Overtime is based only on actual hours worked as required.

### **SECTION II. PERFORMANCE EVALUATION**

Faculty evaluation is comprehensive and consists of two major components: student evaluation and evaluation by the Chief Academic Officer or supervisor. The evaluation is to be used to identify areas for faculty development and for making decisions concerning promotion, tenure, and other administrative matters. The effective instruction of students is the primary purposes of Kingdom College and is expected of every faculty member. The generally recognized qualities of effective teaching are: knowledge of the subject matter, ability to communicate, self-reflection and improvement, and interest in the student. Performance evaluation forms must be completed annually and reviewed with each employee, and forwarded to the Human Resource Department.



(See Appendix B) Probationary employees will be evaluated per semester and upon the completion of the probationary period.

The appraisal process should inform employees of their standing in the College and should communicate expected standards of performance. It is used to discuss work standards, major accomplishments and progress, areas where improvement is needed, and career development. A faculty member's service is directly related to Kingdom College's Statement of Faith, Life Together Covenant and the Biblical Responsibilities and Expectations. Service should grow out of his or her academic and professional commitments, as well as out of a generous understanding of Christian discipleship. Service may extend to the profession, the college, the church, and/or the community. An employee's failure to achieve a satisfactory appraisal may lead to discipline or termination of employment. In case of a leave of absence, the employee's appraisal date may be changed according to the length of the leave.

Student evaluation of teachers is an integral part of the faculty evaluation plan at Kingdom College. The primary objective is to encourage improved instruction. An employee may request a copy of his performance evaluation from the Director of Human Resources without prior approval by his or her supervisor; however, if there is evidence of a grievance, the employee is advised to follow the procedure as established in this handbook.

### **SECTION III. PAY AND ALLOWANCES**

Rates of pay established are gross and total compensation for full-time or part-time service in the various classifications. Rates of pay established provide full compensation for whatever hours may be reasonably required in all classes of positions, and no position shall be subject to additional compensation as a result of any reasonable variation in hours worked. The supervisor, with approval of the President, may authorize pay for overtime work, for those legally required to earn overtime, in emergencies or other usual occasions beyond reasonable requirements of hours worked.

### **SECTION IV. OVERTIME**

Considering good management procedures and fiscal implication, it is incumbent upon the President and supervisor to plan work schedules to preclude unnecessary or avoidable overtime. However, when employees are directed by the President or supervisors to work extra time in addition to their regular working hours during any emergency or other contingency, they shall be compensated for such overtime. Records of all overtime worked will be kept by the respective supervisor and will be attached as supporting documents to the respective payrolls. Effective upon adoption of these rules:

- Any nonexempt employee who is required to work more than forty (40) hours per week will receive pay for those extra hours at one and one-half (1 ½) times the regular rate at which he/she is paid, provided that no employee shall accrue pay at the

overtime rate unless said employee shall have worked forty (40) hours during the 7-day work week in the pay period for which the overtime rate is claimed.

- In addition to faculty positions designated as exempt under Fair Labor Standards Act, persons serving in the following capacities shall not be regarded as hourly employees; but, instead, shall be regarded as executive, administrative, or professional employees who shall not be entitled to overtime pay but whose annual salary will be set by Kingdom College: President, Chief Academic Officer, Chief Financial Officer, Director of Human Resources, Director of Enrollment and Student Life, and Director of Community Outreach and Training. Kingdom College may designate these individuals as Executive, Administrative, or Professional employees at the time of their employment. Exempt employees will be required to report any absences of one full day or greater, including those due to illness, vacation, personal days, jury duty, and medical leaves of absence.
- No employee in a classified service position, eligible to receive overtime pay, will order himself into overtime work without the approval of the next individual in the supervisory chain of command.
- Compensatory time: Time granted to an employee that he/she has earned by working extra or unscheduled time. Compensatory time for non-exempt employees must be taken during the month earned and no later than thirty (30) days from the date earned. Compensatory shall be authorized at the discretion of the President and will be scheduled in a manner that minimizes Kingdom College's liability for overtime under Fair Labor Standards Act. Compensatory time will be measured at the rate of one-and one-half times the earned compensatory hours. Compensatory time shall be reported on forms approved by the President.

## **SECTION V. PAY FOR PART-TIME/SEASONAL EMPLOYMENT.**

The President, with the concurrence of the Board may establish rates of pay for part-time or seasonal employment or for other employment of a limited duration not to exceed six (6) months. In establishing such rates of pay, the President shall take into consideration the applicable rate if such employment were permanent or full-time, the prevailing rates in other positions in outside employment, and the appropriate applicants available for such part-time or seasonal employment. The President has the authority to fill any full-time position part-time if necessary.

## **SECTION VI. DEDUCTIONS ON TERMINATION**

On termination of employment, Kingdom College shall deduct and withhold from the final paycheck of any employee any amount owed Kingdom College in payment for unearned leave, unreturned equipment, or any other indebtedness to Kingdom College; and the final paycheck



shall not be issued until the extent of any indebtedness to Kingdom College has been determined and cleared. The President shall be responsible for monitoring this provision.

## **ARTICLE V. LEAVES OF ABSENCE**

### **SECTION I. TYPES OF LEAVES AUTHORIZED**

The following types of leaves, and no other, are officially established: holidays, military leave, educational leave, civil leave/jury duty, leave without pay, official duty leave, bereavement leave, and family medical leave.

### **SECTION II. HOLIDAYS**

- Designated. The following and such other days as designated by the Board are recognized as holidays for all employees:

New Year's Day (January 1<sup>st</sup>)

Martin Luther King Day (to coincide with federally designated holiday)

President's Day (3<sup>rd</sup> Monday in February)

Good Friday

Memorial Day (last Monday in May)

Independence Day (July 4<sup>th</sup>)

Labor Day (1<sup>st</sup> Monday in September)

Columbus Day (2<sup>nd</sup> Monday in October)

Veterans Day (November 11<sup>th</sup>)

Thanksgiving Day (4<sup>th</sup> Thursday in November and the day following Thanksgiving Day)

Christmas Eve (December 24<sup>th</sup>)

Christmas Day (December 25<sup>th</sup>)

- Holidays on scheduled workdays. For any hourly employee, he or she will receive holiday pay for each of these days in an amount equal to the number of his regularly scheduled daily work hours times his regular rate of pay, provided that the employee must not have been absent without leave on his last scheduled workday before the holiday or his scheduled workday after the holiday.

- Compensation for work on designated holidays: If an hourly employee is required to work on one of the above holidays, he will be compensated at one and one-half (1 ½) times his regular rate of pay for all hours worked that day.
- Generally, if the holiday falls on a Saturday, Kingdom College will recognize the holiday on the Friday immediately prior. If the holiday falls on a Sunday, the Monday immediately following will be recognized.

### **SECTION III. BEREAVEMENT LEAVE**

All employees will be credited with three (3) working days of leave for the death of an immediate family member. A workday will be calculated at 8 hours. Any additional time that an employee requests after bereavement leave has been exhausted will be counted against the employee annual leave, if available and will be granted as schedules permit. Immediate family member will be considered to be: mother, father, sister, brother, daughter, son, wife, husband, stepmother, stepfather, son-in-law, daughter-in-law, grandparents, grandchild, mother-in-law, father-in-law, stepson and stepdaughter. Bereavement leave shall only apply to the above and under conditions as defined and cannot be transferred to any other leave. Upon separation from service, all bereavement leave is cancelled.

### **SECTION IV. MILITARY LEAVE**

- Generally, military leave means training and service duty performed by an inductee, enlistee, or reservist, or any entrant into a component of the armed forces of the United States, to include time spend in reporting and returning from such training in service or, if rejection occurs, from the place of reporting for service. It also includes active duty training as a reservist in the armed forces of the United States, or as a member of the National Guard of the United States. Military Leave under USERRA In accordance with federal law, including the Uniformed Services Employment and Reemployment Rights Act (USERRA), and applicable state law, a leave of absence will be granted to employees to attend scheduled drills or training or if called to active duty with the U.S. Uniformed Services. “Uniformed Services” means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.
- Restoration. An employee returning from military leave of a maximum of four (4) years shall be entitled to restoration to his former position, providing he/she makes

application within ninety (90) days after his/her release from duty and is physically and mentally capable of performing the duty involved.

- **Mandatory training.** Any employee who is a member of the National Guard of Alabama or a reserve officer or an enlisted man/woman in the Army or Navy or Marine Corps or Air Force reserve shall be granted leave of absence for the purpose of attending an encampment of such organization for training when so ordered by the military authority. Kingdom College will ensure no loss of total pay taking into consideration the pay received from the military. Payment from Kingdom College will not exceed the equivalent of 168 paid hours.

## **SECTION V. LEAVE WITHOUT PAY**

- **Generally.** The President may grant leaves without pay for other than medical reasons for a period not to exceed one year when it is in the interest of Kingdom College to do so. At the expiration of the leave without pay, the employee has the right to, and shall be reinstated to, the position he or she vacated if the position still exists or, if not, to any other vacant position in the same class. Approved leave without pay shall not constitute a break in service.
- **Unexplained absence.** Unexplained absence shall not be compensable or charged as paid leave time. Leave of any category in excess of that authorized shall be charged as leave without pay and deduction made from pay for that period.

## **SECTION VI. FAMILY AND MEDICAL LEAVE**

In compliance with the Federal Family and Medical Leave Act of 1993, effective August 5, 1993, employers are required to provide eligible employees with a maximum of 12 weeks of Basic Family and Medical Leave, as well as Military Family Leave without pay in any 12 month period as described in this policy. Once Kingdom College reaches the minimum number of employees required to implement the protections of this law, the following will be implemented:

### **Eligibility for FMLA Leave:**

#### **Employees are eligible for FMLA leave if they:**

- Have worked for Kingdom College for at least 12 months.
- Have worked at least 1,250 hours for the company during the 12 calendar months immediately preceding the request for leave.

Employees with any questions about their eligibility for FMLA leave should contact the Human Resources Department for more information.



## **Basic FMLA Leave**

Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

- To care for the employee's son or daughter during the first 12 months following birth;
- To care for a child during the first 12 months following placement with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
- For incapacity due to the employee's pregnancy, prenatal medical or child birth; or
- Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his or her position.

## **Married couples**

In cases where a married couple is employed by Kingdom College, the two spouses together may take a combined total of 12 weeks' leave during any 12-month period for reasons 1 and 2, or to care for the same individual pursuant to reason 3.

## **Military Family Leave**

There are two types of Military Family Leave available.

- **Qualifying exigency leave.** Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave for a qualifying exigency while the employee's spouse, son, daughter, or parent (the military member or member) is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

For Regular Armed Forces members, "covered active duty or call to covered active duty status" means duty during the deployment of the member with the Armed Forces to a foreign country (outside of the United States, the District of Columbia, or any territory or possession of the United States, including international waters).

For a member of the Reserve components of the Armed Forces (members of the National Guard and Reserves), "covered active duty or call to covered active duty status" means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

## **Qualifying exigencies may include:**

- Short-notice deployment (seven or less calendar days)
- Attending certain military events and related activities
- Childcare or school activities
- Addressing certain financial and legal arrangements

- Periods of rest and recuperation for the military member (up to 15 calendar days of leave, dependent on orders)
- Attending certain counseling sessions
- Attending post-deployment activities (available for up to 90 days after the termination of the covered military member's covered active duty status, and to address issues arising from death of military member)
- Attending to parental care needs arising from covered active duty or call to duty (arrange for alternative care for a parent of a military member, provide urgent or immediate care, admit or transfer to care facility, or attend non-routine caregiver meetings with care facility staff)
- Other activities arising out of the military member's covered active duty or call to active duty and agreed upon by the company and the employee.

### **Leave to care for a covered service member**

There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave during a single 12-month period if the employee is the spouse, son, daughter, parent, or next of kin caring for a covered military service member or veteran recovering from a serious injury or illness, as defined by FMLA's regulations.

For a current member of the Armed Forces, including a member of the National Guard or Reserves, the member must be undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness.

For a covered veteran, he or she must be undergoing medical treatment, recuperation or therapy for a serious injury or illness. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

An eligible employee must begin leave to care for a covered veteran within five years of the veteran's active duty service, but the single 12-month period may extend beyond the five-year period.

### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Military Family Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave may not be taken on an intermittent basis when used to care for the employee's own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless both the employer and employee agree to such intermittent leave.

### **Pay, Benefits, and Protections during FMLA leave**

Leave is unpaid. Family medical leave is unpaid leave (although employees may be eligible for short- or long-term disability payments and/or workers' compensation benefits under those insurance plans) if leave is taken because of an employee's own serious health condition.

### **Return to job at end of FMLA leave**

Upon return from FMLA leave, eligible employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

### **Employee responsibilities when requesting FMLA leave**

If the need to use FMLA leave is foreseeable, the employee must give the Kingdom College at least 30 days' prior notice of the need to take leave. When 30 days' notice is not possible, the employee must give notice as soon as practicable (within 1 or 2 business days of learning of the need for leave except in extraordinary circumstances). Failure to provide such notice may be grounds for delaying the start of the FMLA leave.

Whenever possible, requests for FMLA leave should be submitted to the Human Resources Department, using the Request for Family/Medical Leave form available.

If the need for leave is not foreseeable, employees are required to provide as much notice as soon as practicable under the facts of the particular case. An employee requiring unforeseeable leave must, absent extraordinary circumstances, call his or her direct supervisor and provide sufficient information regarding the employee's need for leave to support a request for FMLA leave. It generally should be practicable for the employee to provide notice of leave within one business day.

When submitting a request for leave, the employee must provide sufficient information for the company to determine if the leave might qualify as FMLA leave, and also provide information on the anticipated date when the leave would start as well as the duration of the leave. Calling in "sick" is not sufficient. Sufficient information may include that the employee is unable to perform job functions; that a family member is unable to perform daily activities; that the employee or family member needs hospitalization or continuing treatment by a healthcare provider; or the circumstances supporting the need for military family leave. Employees also must inform the company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also will be required to provide a certification and periodic recertification supporting the need for leave.

### **Employer Responsibilities**

When an employee requests leave, Kingdom College will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible for FMLA leave, the employee will be

given a written notice that includes details on any additional information he or she will be required to provide. If the employee is not eligible under the FMLA, Kingdom College will provide the employee with a written notice indicating the reason for ineligibility. If leave will be designated as FMLA-protected, Kingdom College will inform the employee in writing and provide information on the amount of leave that will be counted against the employee's 12-or 26-week entitlement.

### **Medical Certification**

If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. Employees may obtain Medical Certification forms from the Human Resources Department. When the employee requests leave, Kingdom College will notify the employee of the requirement for medical certification and when it is due (no more than 15 days after leave is requested). If the employee provides at least 30 days' notice of medical leave, he or she should also provide the medical certification before leave begins. Kingdom College may require subsequent medical recertification. Failure to provide requested certification within 15 days, except in extraordinary circumstances, may result in the delay of further leave until it is provided. Employees may also be required to provide a fitness-for-duty certification upon return to work, or during intermittent leave, as required.

### **Reporting while on leave**

If an employee takes leave because of the employee's own serious health condition or to care for a covered relation, the employee must contact on the first and third Tuesday of each month regarding the status of the condition and the Human Resources Department periodically during the leave regarding his or her intention to return to work. In addition, the employee must give notice as soon as practicable (within 2 business days, if feasible) if the dates of the leave change, are extended, or were unknown initially.

### **Exemption for Highly Compensated Employees**

Highly compensated employees (i.e., highest-paid 10 percent of employees at a worksite or within a 75-miles radius of that worksite) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to Kingdom College. (This fact-specific determination will be made by Kingdom College on a case-by-case basis.) Kingdom College will notify employees if they qualify as "highly compensated" employees if they intend to deny reinstatement, and of employees' rights in such instances.

### **Intermittent and Reduced-Schedule Leave**

Leave because of a serious health condition, or either type of family military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-schedule leave (reducing the usual number of hours worked per workweek or workday) if medically necessary. If leave is unpaid, Kingdom College will reduce the employee's salary

based on the amount of time actually worked. In addition, while an employee is on an intermittent or reduced-schedule leave, the company may temporarily transfer the employee to an available alternative position that better accommodates the recurring leave and that has equivalent pay and benefits.

## **SECTION VII. OFFICIAL DUTY LEAVE**

An employee who is absent from work while on official business for Kingdom College, or while participating in training or educational courses to which he/she has been asked by Kingdom College, or while attending professional conferences and meetings authorized or required by the President shall be granted leave with full pay without charge against annual leave.

## **SECTION VIII. CIVIL LEAVE/JURY DUTY**

An employee called for service on a jury may be granted leave with full pay for the duration of the period for which called, unless released earlier, without charge against annual leave. Employees are to notify their supervisors, in advance, of the date and time they have been summoned to service. Employees must provide a copy of the jury duty summons to their supervisor in advance so that the supervisor can make arrangements to accommodate the employee's absence.

## **SECTION IX. FORCED MEDICAL LEAVE**

- Generally. All employees are subject to being placed on temporary involuntary medical leave when it is determined to be in the best interest of the employee and/or Kingdom College for the employee to be classified as such. The purpose of temporary involuntary medical leave is to permit an employee to take time off for an actual illness or injury when the President determines that the action is in the best interest of the affected employee, his/her fellow employees, and that of Kingdom College.
- In order to be taken off temporary involuntary medical leave, the employee must furnish a written medical report from his/her physician and/or any Kingdom College designated physician, stating that the employee is able to return to his/her normal assigned work duties and that the employee is able to discharge his/her full responsibilities without undue risk to the employee, his/her fellow employees, or Kingdom College.
- In case of a work-related injury making it impossible for an employee to perform the employee's work, every effort will be made to assign the employee to work that can be done within the limitations caused by the injury. If the injury prevents the employee from doing any work at all, the employee shall be eligible for Workers Compensation benefits according to the particular facts surrounding the occurrence, which resulted in the injury and as mandated by state law.

## **SECTION X. LEAVE RECORDS**

All leave records shall be maintained by the Director of Human Resources and filed in the employee's personnel file.

## **ARTICLE VI. EMPLOYEE BENEFITS**

### **SECTION I. OFFICE HOURS**

Normal office hours are between the hours of 8 A. M. and 5 P. M. Monday through Thursday and Friday from 8 A.M to 12:00 P.M for administrative personnel. Where activities of a particular division require some other schedule to meet workloads, the President may authorize a deviation from the normal schedule. A maximum of one hour is permitted for lunch, and such time shall be not considered compensable.

### **SECTION II. WORKER'S COMPENSATION**

Employees are covered under Risk Management Insurance, as required by Code of Alabama 1975, Title 25, Chapter 4, Articles 1 through 7, inclusive.

### **SECTION III. IN-SERVICE TRAINING/TUITION ASSISTANCE**

The President and the Director of Human Resources shall be responsible for developing the skills of employees through in-service training, for investigating training programs outside Kingdom College and referring employees to those programs, and for making recommendations on whether Kingdom College should pay for such training.

Full-time and part-time employees of Kingdom College will be allowed to take one class per semester with no tuition charge. Employees will still be responsible for any fees associated with the class. Any subsequent classes for that semester will be at a 50% reduction for tuition for full-time faculty and 25% reduction for tuition for part-time employees. Full amount of fees will still be the responsibility of the employee.

### **SECTION IV. WORKING CONDITIONS, FOREMANSHIP**

The President and supervisor shall be held responsible for providing suitable and adequate working conditions within their means, and for making recommendations for corrections not



within their means of any conditions not suitable or adequate, supervisors shall further be held responsible for those matters normally associated with foremanship, such as development of employee morale and effectiveness.

## **SECTION V. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The Employee Assistance Program (EAP) is available through Living Waters Counseling to every employee and family members living in his or her household. The program provides a variety of services, including confidential help for those experiencing problems related to life changes and personal stress, emotional and mental health concerns, family conflicts, relationships and marriage difficulties, workplace conflicts, substance abuse/addiction, etc... The service is free, voluntary and strictly confidential. Please call the Human Resources Department for further information.

## **ARTICLE VII. POLICIES**

### **SECTION I. CONFLICT OF INTEREST**

Employees of the Kingdom College should be aware of a conflict of interest and potential ethics violation regarding the use of their job for personal gain. Employees should not be using an exempt status of Kingdom College to purchase items for their personal use. Any employee found to be breaking this regulation may face Kingdom College disciplinary action. Supervisors are charged with the responsibility to report these violations to the President as soon as the incident is discovered for immediate action.

### **SECTION II. SMOKING POLICY**

For mutual well-being and comfort of all employees and visitors the following policy will apply to all employees and visitors:

Smoking will not be allowed in Kingdom College buildings at any time. This includes smokeless tobacco or electronic cigarettes.

### **SECTION III. ALABAMA DRUG-FREE WORKPLACE POLICY**

#### **INTRODUCTION**

The employees of Kingdom College are its most valuable resource, since it is through their work that services are provided. When delivering services, the health and safety of the students and the

health and safety of employees are of paramount importance. Drug and alcohol abuse is a problem of serious concern and one, which affects all segments of the community, including the workplace. Kingdom College strives to provide a safe work environment by ensuring a drug and alcohol free workplace.

- The use of any alcohol or illegal drugs, including narcotics or hallucinogenic drugs, marijuana, or other non-prescribed controlled substances is prohibited during work hours or while on Kingdom College's property. That includes their use, possession, distribution, or reporting to work under the influence of intoxicants or illegal drugs (including narcotic or hallucinogenic drugs, marijuana or other non-prescribed controlled substances). This also includes any equipment, products, and material which are used, intended for use, or designed for use with non-prescribed controlled substance, while on Kingdom College's property or during work hours.
- Reporting to or being at work where the presence of alcohol, other intoxicants, non-prescribed narcotics, hallucinogenic drugs, marijuana or other non-prescribed controlled substances present in blood or urine is prohibited.
- Reporting to or being at work where the presence of prescribed or over-the-counter narcotics or drugs where, in the opinion of Kingdom College, such use prevents the employee from performing his or her job or poses a risk to the safety of the employee, other persons, the students, or property, is prohibited.

Any employee taking a prescribed drug or narcotic or over-the-counter medication must advise his or her supervisor of its use if its use would affect the employee's ability to perform their assigned duties. Over-the-counter medications and prescription drugs brought to work should remain in the original labeled container and prescription drugs should show both the prescribing doctor's name and the prescription's expiration date or discard date. An employee using such prescribed or over-the-counter substances may remain on his or her job or may be required to take a leave of absence or other appropriate action as determined by supervision based upon job-relatedness and the employees' ability to perform their job duties properly.

- Any on or off-duty Kingdom College employee operating a company vehicle at any time is subject to this policy.
- Adherence to Kingdom College's policy on drugs and alcohol is a condition of employment for all employees. All employees will be required to sign the applicable acknowledgement form and to consent to this policy.
- Employees must notify Kingdom College of any conviction on drug-related charges within five (5) working days of such conviction in conformity with the Drug Free Work Place Act of 1988.
- Kingdom College reserves the sole right to interpret all provisions of this policy and take all appropriate actions within its sole discretion and judgement. Off-the-job usage of drug, alcohol or any other prohibited substances which results in impaired work performance, such as absenteeism, tardiness, poor work product, or harm to Kingdom College's image is



prohibited. Employees should realize that these regulations prohibit all illicit drug use on and off duty.

- Additionally, these rules may apply to any contractor used by Kingdom College and to any employee of that contractor working on the premises of Kingdom College. This provision, however, is not intended to mandate Kingdom College disclose this policy to any such contractor and there is no duty assumed by Kingdom College in relation to the drug policies of a hired contractor or any similar third party.
- Kingdom College reserves the right to alter, amend or supplement the terms and conditions of this policy to accommodate changes in current state and federal regulations, insurance requirements or circumstances which impact Kingdom College practices and policies or industry standards.

## **CONSEQUENCES OF POLICY VIOLATION**

Violation of Kingdom College's Drug and Alcohol Policy may result in severe disciplinary action, including termination for a first offense. While it is not feasible to list every violation that might lead to termination, the following are representative:

- Unauthorized use, consumption, possession, manufacture, growth, distribution, dispensation or sale of controlled substances, abuse of a prescription drug, any mind altering substance, drug paraphernalia or alcohol on Kingdom College premises, in Kingdom College supplied vehicles, or in any Kingdom College work area.
- Being under the influence of any unauthorized or controlled substance, or illegal drug or alcohol on Kingdom College premises, in Kingdom College supplied vehicles, or in any Kingdom College work area.
- Conviction of any employee for the sale or possession of a controlled substance, illegal drug, drug paraphernalia, or alcohol while an employee of the Kingdom College.
- Off-the-job use of illicit drug, alcohol, abuse of a prescription drug or any prohibited substances which result in impaired work performance, including, but not limited to, absenteeism, tardiness, poor work product, or harm to the Kingdom College's image.
- When the employee stores in a locker, desk, automobile or other repository on Kingdom College premises any illegal drug, drug paraphernalia, or any controlled substance whose use is unauthorized.

## **RIGHT TO APPEAL**

An employee subject to discipline or termination for the violation of this Policy shall have the same rights of hearing or appeal as set forth for any other violation of Kingdom College policy.

## **ARTICLE VIII. PROHIBITING DISCRIMINATION AND SEXUAL HARASSMENT**

### **SECTION I. PURPOSE**

- To state Kingdom College's policy prohibiting discrimination and prohibiting sexual harassment;
- To specifically address sexual harassment, by defining what it is by assisting employees in identifying sexual harassment, by listing types of sexual harassment and some concrete examples, by describing who can be involved in sexual harassment, and by providing employees a procedure by which they can complain of sexual harassment and have their complaints investigated and resolved; and
- To encourage any employee who believes that he or she is a victim of sexual harassment or discrimination to come forward and voice their complaint to their supervisors, so that Kingdom College can act to end any sexual harassment.

### **SECTION II. KINGDOM COLLEGE POLICY GOVERNING DISCRIMINATION**

Kingdom College is committed to providing equal opportunities to all employees and applicants as defined under federal and state law. Kingdom College does not discriminate on the basis of race, color, mental or physical disability, national origin or ancestry, citizenship, age (age 40 or older), gender, sex, pregnancy, genetic information, marital or familial status, veteran or military status, membership in the Uniformed Services, or any other characteristic protected by law. As a religious educational institution, Kingdom College reserves the right to hire employees who share a commitment to the Christian faith. Unlawful employment discrimination and harassment by managers, supervisors, employees, vendors, clients, and contractors will not be tolerated. This Policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, benefits and training. It applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business related social events. Employees who believe they have been subjected to any form of unlawful discrimination or retaliation, or have questions about this policy or inquiries regarding a specific employment issue should contact the Human Resources Department. Employees can raise concerns and make reports without fear of reprisal, as retaliatory behavior is prohibited. Kingdom College reserves the right to maintain its destiny as a Christian witness in higher education and asserts its right to employ and retain only those persons who subscribe to and support the intent, mission, and Statement of Faith as presented in the Employee and Faculty Handbook. The Director of Human Resources serves as the Equal Opportunity Officer and is responsible for the overall college implementation and coordination of the equal employment opportunity efforts. Any individual who believes she or he has been discriminated against on the basis covered under Kingdom

College's Equal Employment Opportunity policy may contact Human Resources. An investigation of all such claims and appropriate action will be taken.

### **SECTION III. KINGDOM COLLEGE POLICY REGARDING SEXUAL HARASSMENT**

It is the policy of Kingdom College, and all divisions thereof, to prevent sexual harassment and to guard against any occurrence, which remotely resembles this illegal act. Sexual harassment lowers morale and is damaging to the work environment. Therefore, Kingdom College will treat sexual harassment like any other form of employee misconduct-it will not be tolerated.

### **SECTION IV. SEXUAL HARASSMENT DEFINED**

"Sexual Harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, written or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of any individual's employment; or
- Submission to or rejection of such conduct by any individual is used as the basis for employment decisions affecting an individual; or
- The purpose or effect of such conduct is to substantially interfere with the individual's work performance or to create a hostile or abusive work environment.

### **SECTION V. IDENTIFICATION OF SEXUAL HARASSMENT**

Sexual harassment may occur in a variety of forms. Four categories of sexual harassment and some concrete examples of conduct, which may constitute sexual harassment, if unwelcome, are:

- **VERBAL**-unwelcome words of a sexual nature directed at another, including: making sexual demands or sexual propositions; sexual innuendoes; demeaning sexual jokes; references to a person's anatomy; catcalls; whistles; demeaning name-calling; remarks on the intimate details of one's life or sexual likes or preferences; and, if repeated, invitations for lunch, dinner, drinks, or dates.
- **VISUAL**- unwelcome exposure to visual objects such as: pictures, photos, drawings, cartoons, magazine, objects, or posters (including poster calendars); sexually obscene gestures or obvious staring; and nudity.
- **WRITTEN**-notes or letters of sexual content or propositions; sexually-explicit literature, poems, or magazine articles; and obscene words, phrases or graphics on walls, bulletins, or posters.



- **PHYSICAL**-unwelcome physical contact with another, including touching, hugging, kissing, patting, fondling, grabbing, rubbing, pinching, and in some instances close physical positioning.

This list does not include the entire possible behavior which could be viewed as sexually harassing by Kingdom College and which could result in job discipline. It is merely a list of offensive behaviors. Other behavior might be viewed as being sexually harassing depending on the circumstances and frequency in which they occur. Plus, some of the behavior on the list might not in all circumstances be sexually harassing, such as when they are not unwelcomed.

Employees are reminded, however, that certain behaviors may be inappropriate for other reasons, even if the behavior is not sexually harassing. For example, intimate behavior at work, such as kissing and handholding with a willing partner, is always unprofessional.

## **SECTION VI. WHO CAN BE INVOLVED IN SEXUAL HARASSMENT**

- \*Sexual harassment can occur in a wide variety of circumstances and may encompass many variables. It is important to realize that:
- \*Victims can be of either gender (male or female);
- \*Harassers can be of either gender (male or female);
- \*Harassers may be supervisors of victims, but harassers may also be co-workers or even non-employees;
- \*Harassers and victims need not be of the opposite gender, if the conduct is still based upon sex;
- \*Victims may be third-party observers, affected by the behavior of others and exposed to a hostile or abusive atmosphere based upon sex;
- \*Victims need not suffer any financial loss;
- \*The sexual harassment need not seriously affect a victim's psychological well-being or lead the victim to suffer injury; instead, conduct or an environment based upon sex that a reasonable person would and does believe to be hostile or abusive constitutes sexual harassment.

## **SECTION VII. IF YOU ARE SUBJECTED TO SEXUAL HARASSMENT, REGISTER A COMPLAINT WITH YOUR SUPERVISORS.**

Any employee of Kingdom College who feels they have been subjected to sexual harassment should register a complaint with their immediate superior or with the Human Resources Department.



The sexual harassment complaint may initially be made verbally, by talking to the appropriate supervisor. The complaint will then have to be put in writing and signed and dated by the person complaining. Kingdom College is committed to building a healthy and safe campus environment; thus members of the campus community may bring complaints or concerns about discriminatory, harassing, or retaliatory behavior to the attention of faculty, supervisors, department heads, deans, or the Human Resource Department. Any of the above to whom a complaint or concern has been reported must promptly notify the Director of Human Resources whether or not a formal complaint is anticipated. Discrimination, harassment, and retaliation may be reported even if the complaining employee or student is not a specifically intended target of the conduct.

The investigative process will protect, to the extent possible, the identity of the complainant in accordance with the complainant's request, with the understanding that the college may need to take certain steps even if a complainant requests that his or her identity be protected. The college will act, to the extent possible, to protect the complainant once a complaint has been filed. The college may need to initiate an investigation and disciplinary action even if the complainant does not request it because the college has a legal obligation to resolve any reported discrimination, harassment or retaliation.

## **SECTION VIII. PROMPT INVESTIGATION OF COMPLAINT**

Kingdom College shall fully, impartially and promptly investigate any sexual harassment complaint filed by one of its employees. The President will assign an investigator who will be in charge of these investigations to ensure a thorough investigation and to assist in maintaining confidentiality of the matter to the fullest extent practicable.

## **SECTION IX. CONFIDENTIAL REPORT OF INVESTIGATION**

The investigator will timely file a confidential written report of the result of the investigation to either an impartial supervisor of the complainant or to the President, depending on the situation at hand. Also, the complainant will be promptly informed of the results of the investigation.

## **SECTION X. PROMPT REMEDIAL ACTION**

Kingdom College will take prompt action to end any sexual harassment. Following a report by the investigator that sexual harassment in fact occurred, Kingdom College shall take immediate steps to discipline the offending employee or employees, including if appropriate immediate discharge.

Any Kingdom College employee who acts in a manner to sexually harass any other Kingdom College employee is acting outside the line and scope of their employment with Kingdom College.

## **SECTION XI. RIGHT OF REBUTTAL**

Both the complaining employee and the employee who has been accused of sexual harassment have the right to submit facts, documents or other evidence contesting the report of the investigator, to a higher supervisor, or to the President, if the circumstances so dictate.

## **SECTION XII. RETALIATION PROHIBITED**

No employee of Kingdom College shall discharge or otherwise discriminate or harass any other Kingdom College employee who has filed a complaint of sexual harassment under this policy or who has sought redress for sexual harassment with the Equal Employment Opportunity Commission or by instituting an action in Court.

## **SECTION XIII. NOTICE**

Kingdom College shall take all appropriate steps to inform all employees of Kingdom College of the contents of this policy. Kingdom College encourages employees to come forward if you have any employee who asserts a sexual harassment complaint. Remember, if you do not make your complaint known to your supervisors, there will not be any opportunity for Kingdom College to assist you in ending the sexual harassment.

# **ARTICLE IX. GRIEVANCE PROCEDURE**

## **SECTION I. PURPOSE**

The purpose of the grievance procedure is:

- To insure employees a procedure by which their complaints can be considered rapidly, fairly and without reprisal.
- To encourage the employee to express himself/herself about the conditions of work as they affect him/her as an employee.

- To promote better understanding of policies, practices, and procedures which affect employees.
- To instill confidence in employees that personnel actions are taken in accord with established, fair and uniform policies and procedures.
- To develop in supervisors a greater sense of responsibility in their dealings with employees.

## **SECTION II. DEFINITION**

A “grievance” is any complaint, which an employee has relating to working conditions, to terms and conditions of employment, or to disciplinary action except that of a complaint related to a disciplinary suspension, to a disciplinary demotion, or to a dismissal.

## **SECTION III. GRIEVANCE POLICY**

- Purpose; informal adjustments encouraged. The most effective accomplishment of the work of Kingdom College requires prompt consideration and equitable adjustment of the employee grievances. It is the desire of Kingdom College to adjust the causes of grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise.
- Procedure. The procedure to be followed by an employee who has a grievance ( not involving a complaint relating to a disciplinary suspension of more than three (3) days, to a disciplinary demotion or to a disciplinary termination) is as follows:

**STEP 1.** Within five (5) working days after the event-giving rise to a grievance, the employee must present the grievance to the supervisor in writing.

**STEP 2.** If the supervisor does not act upon the grievance, or if the grievance is not resolved to the satisfaction of the employee, the grievance must be reduced to writing and submitted by the employee to the Director of Human Resources. The written grievance must be received by the Director of Human Resources no later than ten (10) days following the date it was presented to the supervisor and, in no event, more than fifteen (15) days after the event giving rise to the grievance. Failure to submit a timely written grievance terminates an employee’s rights under the grievance procedure.



**STEP 3.** Upon receipt of a written grievance, the Director of Human Resources shall forward a copy of the grievance to the Supervisor who shall, within 10 days of his receipt of the grievance, file a written answer to the grievance with the Director of Human Resources.

**STEP 4.** Upon receipt of the written grievance and answer, the Director of Human Resources shall deliver the grievance and answer to the President. Within fifteen (15) days after he/she has received the grievance and answer, the President shall schedule a hearing to consider the grievance and answer. The President shall give written notice to the employee and his/her supervisor of the time, date and place of the hearing and shall advise the employee that he/she may present evidence and/or testimony in support of his/her grievance, and that he/she may cross-examine witnesses called by or for Kingdom College. Failure of an employee having a grievance to appear at the hearing will be cause for dismissal of the grievance.

**STEP 5.** Within seven (7) days following completion of the hearing the President shall render a final decision on the grievance. The decision shall either:

- Dismiss the grievance in the event the employee has failed to adhere to the time limitations set forth above; or
- Deny the grievance in whole or in part; or
- Sustain the grievance, in whole or in part, and determine what, if any, corrective action should be taken.

In all cases, the decision of the President shall be final and binding on the employee and Kingdom College.

## **SECTION IV. PROTECTION**

No employee shall be disciplined or discriminated against in any way because of his proper use of the grievance procedure, as defined under Section 3 of Article VII.

## **ARTICLE X. DISCIPLINE & DISCIPLINARY PROCEDURES**

### **SECTION I. GENERAL DUTY OF EMPLOYEE**



It shall be the duty of each employee to maintain high standards of conduct, cooperation, efficiency, economy and performance in work for Kingdom College.

## **SECTION II. DISCIPLINE POLICY**

Generally, the employment of every employee shall be conditioned on the satisfactory conduct of the employee and continued satisfactory performance of assigned duties and responsibilities. An employee who has completed his/her probationary period may be dismissed, demoted, suspended, or reprimanded for cause or for any reason deemed to be in Kingdom College's best interest.

## **SECTION III. CAUSES FOR DISCIPLINARY ACTION**

The following are examples of causes, which shall be sufficient cause for, reprimand, suspension, demotion, or dismissal:

- (1) Conviction of a felony or other crime involving moral turpitude.
- (2) Incompetency or inefficiency.
- (3) Unsatisfactory work performance.
- (4) Absent without leave.
- (5) Failure or refusal to carry out instructions.
- (6) Neglect of duty.
- (7) Incapacity due to mental or physical disability.
- (8) Unsatisfactory record of tardiness and/or absenteeism.
- (9) Insubordination and/or disregard of orders.
- (10) Falsification of any information required by a supervisor or Kingdom College.
- (11) Failure to properly and/or promptly report accidents or personal injuries.
- (12) Misappropriation, destruction, theft or conversion of Kingdom College property.
- (13) Neglect or carelessness resulting in damage to property or to injury to another.
- (14) Loss of driver's license when required for continued employment which affects the employee's ability to perform the job.
- (15) Introduction, possession or use, on Kingdom College property, in or on Kingdom College equipment, and/or while at work of intoxicating liquors or controlled substances (drugs).

- (16) Proceeding to or from work, presenting himself/herself for work, being present for work while under the influence of intoxicating liquor or controlled substances (drugs).
- (17) Use of Kingdom College property while off-duty while under the influence of intoxicating liquor or controlled substances (drugs).
- (18) Gambling on Kingdom College property or while at work.
- (19) Fighting or deliberately injuring another.
- (20) Rude or disrespectful conduct directed toward a member of the public or co-workers.
- (21) Waste of Kingdom College supplies or equipment.
- (22) Disorderly or immoral conduct.
- (23) Use of Kingdom College property or equipment on private property for personal gain.
- (24) Violation of safety procedures which could have dangerous consequences.
- (25) Any reason deemed to be in the best interest of the Kingdom College.

\*\*\*The above charges are only examples and are not all inclusive. Kingdom College reserves the right to issue discipline with charges as determined by the appropriate type of misconduct.\*\*\*

## **SECTION IV. TYPES OF DISCIPLINARY ACTION**

The following disciplinary actions may be implemented by the Board or by the President, or his/her designated representative, as set forth below:

- **Reprimand.** An employee may be reprimanded for cause. In such event, the reprimand will be reduced to writing and a copy shall be placed in the employee's personnel file. A reprimand is subject to the grievance procedure set forth by Kingdom College but is not otherwise appealable.
- **Suspension for Three Days or less.** An employee may be suspended without pay for up to three (3) days for cause. In such event, the employee shall be given written notice of the suspension together with the reasons therefore. A suspension of up to three (3) days is subject to the grievance procedure set forth by Kingdom College but is not otherwise appealable.

- **Suspension of more than three (3) days.** An employee may be suspended without pay for a period ranging between four (4) and thirty (30) days for cause. In such event, the procedure set forth below shall be followed, and any such suspension shall not be subject to the grievance procedure set forth by Kingdom College but rather the appeal process outlined in Section VI.
- **Demotion.** An employee may be demoted from his/her existing position for cause. In such event, the procedure set forth below shall be followed, and any such demotion shall not be subject to the grievance procedure set forth by Kingdom College but rather the appeal process outlined in Section VI.

## SECTION V. PROCEDURE APPLICABLE TO SUSPENSIONS OF MORE THAN THREE (3) DAYS, TO DEMOTION, AND TO DISMISSALS FOR FACULTY OR EMPLOYEES

The following procedure shall be followed when the President or his/her designated representative proposes to suspend an employee without pay for more than three (3) days, or to demote an employee, or to dismiss an employee.

- **Determination Procedure**
- Written notice setting out specific charges and the possibility of disciplinary action shall be served on the employee prior to disciplinary action being taken. Such written notice shall advise the employee:
  - (aa) that a Determination Hearing will be held and the date, time and place of such hearing.
  - (bb) that a Determination Hearing will be held to consider the charges against the employee and the possibility of disciplinary action being taken against the employee.
  - (cc) that at the Determination Hearing the employee may be accompanied by anyone of his choosing and will be afforded the opportunity to respond to the charges orally or in writing.
- The Determination Hearing shall be conducted by the President or his/her designated representative who proposes to take disciplinary action and shall be held no sooner than 7 working days after the employee has received the written notice setting forth the charges against him or her and the possibility of disciplinary action. At such hearing the evidence against the employee shall be explained and the employee shall be afforded opportunity to respond orally or in writing.
- The President or his or her designated representative conducting the Determination Hearing shall issue his or her decision within three (3) working days of conclusion of



the hearing; such decision shall be promptly delivered to the employee and shall advise the employee:

(aa) of the decision;

(bb) of the date on which the discipline to be imposed, if any, is to become effective; and

(cc) If the decision is to suspend the employee without pay for more than three (3) days, to demote the employee, or to dismiss the employee, that the employee has a right to appeal such action to the Board, that such appeal must be made in writing and must be delivered to the Director of Human Resources within five (5) working days of the employee's receipt of the decision, and that if written notice of appeal is not received within five working days of the employee's receipt of the decision, all rights to appeal are extinguished.

- An employee may waive his/her right to a Determination Hearing either by delivering a written waiver to the President or his/her designated representative who proposed to take disciplinary action or by failing to appear for the Determination Hearing. Waiver of the Determination Hearing shall be considered an admission that the charges against the employee are correct. In the event of waiver, the President or his/her designated representative who has proposed to take disciplinary action shall render his/her decision within five (5) working days of the date on which the Determination Hearing was set.

## **SECTION VI. APPEALS PROCESS**

If the employee believes she or he has not been treated fairly in the termination or discharge process, she or he may appeal this process by using the following steps: The employee must notify the supervisor and the Director of Human Resources in writing that she/he wishes to appeal the termination within five days of the termination or discharge. The written and signed appeal must identify the policies or procedures that were not followed. The Director of Human Resources will schedule an appeal hearing with the Board for the purpose of hearing the employee's appeal.

## **SECTION VII. SUSPENSION WITH PAY PENDING DETERMINATION OF DISCIPLINE**

Whenever, in the discretion of the President or his/her designated representative, it is necessary or desirable that an employee be removed from the Kingdom College's active service pending a determination of possible disciplinary action, the employee may be suspended with pay until a Determination Hearing has been held and a determination of discipline has been made, or if no



Determination Hearing is required or if such Hearing is waived, until a determination of discipline has been made.

## **SECTION VIII. PROBATIONARY EMPLOYEE**

Any probationary employee may be suspended or removed at any time by the President. Probationary, temporary, seasonal, part-time or adjunct employees shall not have the right of appeal from such action.

## **SECTION IX. REMOVAL OF PRESIDENT, NON-CLASSIFIED EMPLOYEES**

Any persons appointed to office by the action of the Board may, for cause, after a hearing, be removed by the officer making the appointment. The Board may remove, by a two-thirds (2/3) vote, any such person for incompetence, malfeasance, misfeasance or nonfeasance in office and for conduct detrimental to good order or discipline, including habitual neglect of duty, or for any other reason deemed appropriate by the Board.

# **ARTICLE XI. CONDUCT OF EMPLOYEE**

## **SECTION I. ATTENDANCE AND PUNCTUALITY**

Employees are expected to be punctual and dependable in their attendance. If an employee is unexpectedly unable to report to work or if they are going to be late, the employee must notify their immediate supervisor promptly. Frequent tardiness, inconsistent attendance and unscheduled absences from work may be cause for disciplinary action, up to and including termination of employment.

## **SECTION II. DRESS AND APPEARANCE**

There are no specific rules covering the dress and appearance of Kingdom College employees. Certain divisions, however, may require such rules and members of the affected divisions shall adhere to these rules. Employees not covered by specific rules are expected to exercise their better judgment. Each employee should keep in mind that inappropriate appearance or dress habits can be as offensive as any other form of discourtesy or disrespect.

### **SECTION III. OUTSIDE EMPLOYMENT**

No full-time employee in the classified service shall accept outside employment, whether part-time, temporary or permanent, without prior notification to the President. Each change in outside employment shall require separate notification. Approval shall not be granted when outside employment conflicts or interferes, or is likely to conflict or interfere with the employee's public service. Employees may not engage in any private business or activity while on duty.

### **ARTICLE XII. HUMAN RESOURCES DEPARTMENT**

The Human Resources Department serves as a resource for employees (management, staff, and faculty) to help them work through work-related situations. The Human Resources Department will act in a consultative manner to resolve issues in a way that balances the needs of the employee, management, and Kingdom College. The Human Resources Department is responsible for current employee information and employment procedures, work rules, benefits, personnel records, insurances, job opportunities, federal and state employee regulations, training and development opportunities, employee-relations concerns, and benefits. Information for all employees will be kept current, secure, and accurate. The Human Resources Department of Kingdom College works in the areas of recruiting, training and development, employee relations, compensation, benefits, safety, occupational health, and personnel records, and any other personnel or risk management situation.

The Director of Human Resources is available to assist and counsel both the employee and the supervisor as necessary. A supervisor may not terminate a person's employment without the coordination of the Human Resources Department.

Your personnel file, maintained in the Human Resources Department, contains your job application, salary information, performance evaluations and materials pertaining to your employment. Please notify the Human Resources Department whenever you change your address or telephone number, legally change your name, change your marital status, wish to change your insurance beneficiary, or wish to change your tax exemptions. Personnel files and records are the property of Kingdom College. Any employee may submit a written request to the Human Resources Department to review the contents of his or her personnel file and to obtain copies of documents therein. Employees who do not agree with any of the information in their files may submit a written statement explaining their position, which will be included in the files. Review of an employee's personnel file will occur in the Human Resources Office and must occur in the presence of a Human Resources department staff member

## **ARTICLE XIII. EXPENSE REIMBURSEMENT**

### **SECTION I. REIMBURSEMENT FOR TRAVEL.**

Reimbursement for travel costs, including transportation, food and lodging, incurred by personnel in the performance of their official duties while away from their regular place of duty, shall be limited to the following schedule:

- **TRANSPORTATION:**
  - For reimbursement for the actual costs of air fares, not to exceed cost of accommodations that are less than first class unless only first class is available, together with ground transportation by the most feasible economical means from the airport to the hotel and meeting facilities.
  - For the use of privately owned vehicles, mileage at a rate not to exceed the rate generally accepted and set by the Federal Government.
- **SUBSISTENCE AND OTHER EXPENSES.**
  - Lodging Cost – Allowances for lodging will be paid at the cost of lodging incurred during an official trip. Lodging cost will not include, room service, in room movies, calls for hotel reservation, etc., but are restricted to the actual room cost plus any applicable tax and mandatory expenses associated with the lodging. All claims for lodging must be supported by either appropriate certification by the traveler including identification of the place of lodging on the travel voucher or by receipts submitted from the lodging establishment.
  - Subsistence-The Board will approve maximum amount per day allotted for food reimbursement. All receipts should be maintained in order to receive proper payment. Please note that Kingdom College will not reimburse any expense incurred from the purchase of alcohol, even when combined with a meal.

The President or Board may authorize greater lodging and per diem rates for travel to high cost areas, provided that the higher costs are documented by receipts and sworn vouchers.

## APPENDIX A

### POTENTIAL/NEW HIRE CHECKLIST





## **Potential/New Hire Checklist**

**Name:** \_\_\_\_\_

<b><u>Educational Background</u></b>	<b><u>Teaching Experience</u></b>	<b><u>Work Experience (Including Alternative Credentials)</u></b>	<b><u>Courses/Levels Qualified to Teach</u></b>

Selected for an Interview:   Y   N

Interview Date: \_\_\_\_\_

Transcripts Received: \_\_\_\_\_

Appointing Authority Approval: \_\_\_\_\_

Conditional Offer Made: \_\_\_\_\_

Background Check Completed (Criminal, Reference Check, etc....): \_\_\_\_\_

Official Offer Made/Accepted: \_\_\_\_\_

### **New Employee Paperwork**

Start Date: \_\_\_\_\_

- A-4/W-4
- E-Verify
- State of Alabama New Hire
- Direct Deposit (If Desired)
- Employee ID/Campus Café
- Kingdom College Email
- Canvas Access
- New Employee Orientation/Safety Training/Key/Code Access

**Process:** Director of Human Resources holds primary responsibility of recruitment and selection of staff and faculty with the affirmative approval of the appointing authority. Depending on level and type of position, other individuals such as Department Chairs, Chief Academic Officer, President and other supervisors may be involved in the selection process to provide input pertaining to their specific areas of expertise.

## APPENDIX B

# STAFF PERFORMANCE EVALUATION TEMPLATE



## Kingdom College Performance

Employee Name: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

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Evaluation Period:

Frequency of Evaluation: Annually

Disposition of Forms: **This document is confidential.** The employee is given a copy of final evaluation, as well as a copy being retained by supervisor and a copy being sent to Human Resources to be retained in the official personnel folder.

**A. Checklist Rating:**

**Directions:** Place an X in the column that best reflects your judgment on each of the following items. A comment is required for any needs improvement or unsatisfactory rating. Other comments are at the discretion of the Board President.

<div>Excellent (Exceeds Expectations)</div> <div>Good (Meets Expectations)</div> <div>Needs Improvement (Below Expectations)</div> <div>Unsatisfactory</div> <div>N/A (Insufficient information, no basis for judgment)</div> <div>4</div> <div>3</div> <div>2</div> <div>1</div> <div>0</div>						Comments:	
Job Knowledge: Has knowledge of policies and procedures within the specific employee role for Kingdom College.							
Quality of Work: Work is free from errors and mistakes. Accuracy and quality of work meets expected standards.							
Quantity of Work: Employee works efficiently, effectively and is productive within the employee role.							



<div> <div>Excellent (Exceeds Expectations)</div> <div> <div>Good (Meets Expectations)</div> <div>Needs Improvement (Below Expectations)</div> <div>Unsatisfactory</div> <div>N/A (Insufficient information, no basis for judgment)</div> </div> </div>						
4	3	2	1	b	Comments:	
<b>Attendance:</b> Employee displays consistency in coming to work daily and conforming to scheduled work hours. Unforeseen absences are reported appropriately and in a timely manner.						
<b>Personal Qualities:</b> Recognizes problems, gathers and evaluates facts, and reaches sound conclusions. Maintains high standards of ethics, honesty, and integrity in all personal and professional matters. Understands and reflects all aspects of the Kingdom College Statement of Faith.						

B. Overall Summary of Employee’s Performance and Comments:



Employee's Comments:

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Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

