

# Akamai University

## Faculty Agreement

Revised:12 January 2013

Full Legal Name of Faculty Member

By my signature below, I accept the offer of Akamai University to serve as a member of the faculty and agree to be bound by the stipulations that follow:

### Faculty Stipulations

#### Hiring and Promotion of Faculty

The President provides oversight for all faculty appointments and promotions. Upon introducing ourselves to Akamai University, prospective faculty members provide complete biographical data, contact information, and supportive documentation. These materials demonstrate for a Faculty Review Committee that the new faculty candidate has academic preparation and professional experience necessary for success as a member of the Akamai faculty.

The policies and procedures for appointment of faculty at Akamai are guided by the standards of national accreditors within the USA and internationally. Faculty members are initially selected and later promoted and selected for leadership roles according to the strength of their academic background, career experience, faculty achievements and the standard of the professional behavior, relative to the expectations of the desired position.

#### 90-Day Probationary Period

All appointments involve a 90-day probationary period during which time individuals newly appointed or promoted are given a full and extensive orientation and are assessed for their fitness to continue in the position. After the initial 90-day period, agreements are deemed in effect annually, unless rescinded in writing prior to the end of the 90-day period.

#### Faculty Quality Standards for Appointment

To be admitted to the faculty at Akamai University, faculty members must meet rigorous professional and academic standards. The basic standards for appointment include the earned doctorate or terminal degree at recognized and accredited institutions and quality experience in their areas of the appointment, licensing and certification, as appropriate.

Certain outstanding individuals who are recognized experts in their professional field are accepted to the faculty with less than a recognized doctoral degree. Under very special circumstances, exceptionally qualified graduates of Akamai University are also admitted to the faculty. However, all individuals admitted to the faculty with less than an accredited doctoral degree, or other terminal degree, shall continue to pursue the final degree, as their time and finances permit.

As a member of Akamai faculty, I agree to uphold the high standards of the University as stated in the written policies and procedures of the institution and the standards of higher education worldwide. I will maintain current knowledge of my discipline in teaching, scholarship and research. In all associations with students, I will accept the role of mentor, foster high aspirations, communicate effectively, instruct my subject matter intelligently, and uphold the quality standards of the University and national accreditors. I will promote autonomous learning, encourage a participatory environment, identify learning resources, and guide my students in developing a wider network of professional colleagues.

I will approach my faculty position in a cooperative and creative manner and encourage these traits in my students and fellow faculty. I will carry on dialogue with my fellow faculty, building the unity of faculty, encouraging the ideas and contributions of fellow faculty, participating in the governance of the institution, and advocating outstanding educational programs. I will exhibit sensitivity to and an understanding of the diverse academic, socioeconomic, cultural, religious, ethnic, and geographic backgrounds of my students and fellow members of the faculty and will instill in them a sense of responsibility and citizenship within a diverse global community. I will avoid sowing dissension, avoid organizing division among the faculty, and avoid negative, secretive, and combative language in all University interactions. I will abide fully according to the University Code of Ethics and Professional Behavior and will support and conform to the established leadership structures put in place at the University.

### **Faculty Quality Assessment**

I understand that Akamai faculty members are continually assessed by the administration and the faculty leadership relative to quality of guidance, instruction, scholarship, professional behavior, and research. The goal of the University in assessing its faculty is to primarily identify and correct inefficiencies within its academic operating systems and provide the necessary direction and guidance in support of each individual faculty member. Akamai's assessment system, therefore, is meant to highlight areas where faculty members have encountered difficulties in the conduct of their duties and assignments and provide solutions and recommendations for achieving standards and expectancies toward maximizing academic achievement and operational efficiency.

Faculty members are assessed in relation to the University's expectations of its faculty in the areas of orientation of the student, planning of student degree activities, course module delivery, and conduct of the program, reporting student progress, and maintenance of quality standards. Faculty members are also assessed relative to all areas reflected within the code of ethics and professional behavior. When faculty members

have experienced little or no difficulty in carrying out these responsibilities, they receive a favorable status report in the permanent record.

The University administration will contact faculty members who experience difficulties in achieving academic standards and faculty expectations for dialogue and reorientation. A frequent need for specific interventions will highlight for the administration those faculty members who need detailed attention and those areas within the program structure that need possible rework. When a specific faculty member continues to experience failure in meeting expectations and is unable to make the necessary adjustments, the President will consider discontinuing assignment of students and termination of the faculty agreement. The Administration will consider this resolution only as a final action, after careful intervention and attempts to reach satisfactory resolution of the difficulties of the faculty member.

### **Faculty Information, Permissions and Public Notices**

The University maintains an array of information that provides evidence of the quality of faculty and the ongoing effectiveness of their involvement. These materials include faculty files containing faculty agreements, records of correspondence, periodic progress reports, faculty compensation records, and records of curriculum materials prepared. Records may also be retained regarding faculty participation in online forums and discussion groups, news media, websites, and other communications relative to the University and its faculty-related committees. In addition to these records, the University maintains documentation related to the activities of faculty in leadership and advisory roles, and thesis or dissertation committees.

I agree to provide the needed information and documentation to maintain my faculty files at the University in a complete and current status, and notify the University immediately should there be changes to contact information or substantive additions to my biographical sketch, or my availability to uphold my faculty responsibilities, as assigned. The University may publish my name and photograph as a member of the faculty in its catalogues, websites, newsletters and promotional materials, and provide contact information and other essential information as appropriate to the operation of the University.

### **Nature of Agreement**

I have made the necessary filings to establish myself as a self-employed educator with any authorities having jurisdiction over my place of residence or office locations. I understand that my role with the University at this time is that of a contract service provider as a member of the adjunct faculty. I understand that faculty compensation paid to me by the University shall be on a class-by- class, student-by-student, or job-by-job basis, and clearly defined in writing in advance. I certify that I have established a proper workspace for secure holding and maintaining of all confidential information and documentation of students under my care. I shall maintain secure access to a computer, appropriate computer programs, email, fax, and telephone for the effective conduct of my duties with Akamai University.

### **Changes and Additions to Agreement**

With inclusion of the attachments listed as part of this agreement, this writing contains the entire agreement between the parties. The parties have not relied and shall not rely upon oral representations in entering into or executing this agreement and all future additions, alterations or changes in the agreement must be in writing and signed by both parties with a clear indication that such writing intends to alter this agreement for a specific period of time.

### **Conduct and Withdrawal from Student Assignments**

I am expected to complete faithfully all student assignments awarded to be by the University according to published guidelines and directions from the administration. However, on occasion, due to personal, family or employment reasons, or due to conflict of interest, or irreconcilable differences with an assigned student, I may petition the University administration to be re-assigned or removed from that specific assignment. Should I be released from a specific student assignment, my obligation as a member of the faculty shall be to submit to the University all needed information and documentation regarding the progress of the student, and as appropriate to release the University from any further compensation related to this student.

### **Cancellation of Agreement**

I understand that either party, I or the University, may cancel this agreement in writing by post, fax or email, at any time for any reason, with reasonable prior notice of at least thirty days. If either party cancels this agreement, the University is obligated to pay promptly any fees owed and to delete the faculty member's name from its website, any further University publications (but not to change already printed literature). At such time, my obligation as a member of the faculty shall be to finish instructing or working with any students for whom I have been paid, if requested to do so by the University, or to refund such payments to the University.

### **Handling of Disputes**

I agree that should I have a disagreement with any member of the University community, students, faculty, staff and administration, affiliates, inquirers or friends of the University, I shall handle the situation according to the University's published code of ethics and professional behavior and according to procedures provided for me by the University. I agree to first try to handle any serious disputes in a professional manner, in writing, first with the disputing parties. Should one-on-one dialogue not find a workable solution, I agree to present my complaint to the University President for attempted intervention and resolution by the administration. With serious conflicts, I agree that the President shall be authorized to request a study committee be appointed by the Board of Directors and a resolution determined. After these interventions, should I have remaining irreconcilable disputes with the University or any of its constituents, this will then go to mediation, costs shared equally, and the written decision of the mediator shall be binding on the parties. If desired, each party shall select a mediator and the mediator shall select a third, and decision shall be by consensus of the three mediators. The University agrees that it shall uphold high international standards for effective mediation process, I understand

that I may not bring before the courts any matter related to this agreement or resulting from this agreement.

### **Jurisdiction**

This agreement is entered into within the State of Hawaii and as necessary is subject to the laws of the State of Hawaii and the United States of America. This agreement shall be interpreted in accordance with those laws and is not subject to the laws of any other country nor shall the courts of any other country have jurisdiction.

### **Avoiding Conflicts of Interest**

Under specific circumstances, certain individuals are not permitted to serve as faculty members or committee members for a particular student. This policy is necessary to avoid the possibility of a conflict of interest or undue influence, which might adversely affect the progress of a student's studies, or call to question the academic integrity of a student's program or the University.

### **Conflicts of Interest**

I agree not to accept a student in any situation where there is or may be a conflict of interest or the potential for such conflict, such as personal, family or close professional relationships. I agree to notify the University administration immediately whenever my relationship with a student under my care becomes such that I am unable to perform my duties at the expected level of quality and integrity.

### **Refrain from Receiving Funds from Students**

I agree not to request or accept any fee from a student, or any person in relation to such student. However, this does not prevent the student from attending an outside seminar, conference or workshop open to the general public, sponsored by an outside agency and with which I am directly involved, even if such activities are available for credit or credit equivalency agreement through a University program. Also, it does not disallow a member of the faculty to make available for sale printed materials or electronic materials that have an academic purpose related to a course for which a student is enrolled, so long as the price and availability of the materials are published beforehand as part of the related course materials.

### **Intellectual Property Rights**

#### **Academic Property Rights**

I understand that faculty who prepare course materials (syllabi) for specific students, course modules, or programs, shall be compensated according to the provisions established by the Board of Directors. I understand that should I prepare syllabi for course modules, I will have first right of acceptance or refusal concerning instruction of such course modules with future student enrollees. Should I be unavailable for assignments or out of contact for an extended length of time, unable to be reached, I authorize the University to make an alternative assignment of faculty to cover course modules for which I have prepared materials. Should I resign or withdraw participation

as a faculty member, either permanently or temporarily, the University retains all rights and privileges to continue use and advertisement of all course materials I prepare.

### **Conflicts of Interest**

I agree to avoid all conflicts of interest with regard to outside use of academic materials prepared for use at Akamai University. However, I understand I am not restricted from pursuing adjunct faculty positions or full time employment at other educational institutions. I understand I may pursue contract or professional involvement in organizations outside of higher education for which similar materials would be used, so long as the University is notified in writing of any situations which could result in conflicts of interest or the appearance of such.

I understand that the University may cancel or alter programs and course modules, as it deems appropriate, including those I have prepared. Upon cancellation of any program offered by the University, the ownership and full right of use of curriculum materials I have prepared shall be opened to me for use outside the University at the time the final student completes studies under those materials. The University shall maintain copies of such curricular materials for archival records, and shall have a right of use, as it deems necessary. The University acknowledges that on occasion curricular materials shall be made available by affiliated organizations, and under these conditions the copyright of the materials shall remain with the author.

### **Questions of Ownership and Access**

The University reserves the right to access files and documents residing on University owned or controlled premises or equipment. While all contents in storage on data and voice systems are generally presumed to be private and confidential, they are subject to the rules of Akamai, including the University's ability under certain circumstances to access, restrict, monitor and regulate the systems which support and contain them. This includes access without notice, when warranted.

### **Faculty Rights and Curriculum Upkeep**

Faculty members are expected to maintain and update the course modules on an annual basis. When a faculty member in charge of a curriculum area fails to initiate an update of materials within an 18-month period and file these updates with the University administration in a timely manner, the University may elect to assign the task of revision to another qualified faculty member. The University may provide compensation to the new faculty member for making the revisions or the revisions may be made pro bono. The original faculty member would then forfeit academic property rights and any compensation relative to the curriculum in question. This policy is essential for quality assurance and effective operation of the Akamai academic program. All course syllabi and study materials must carry the current name of the author and date of revision.

### **Faculty Rights over Electronic Materials**

Akamai University has a strong commitment to the protection of intellectual property rights in the electronic arena. Technology raises some specific concerns in this arena. The ease of access to information, images, software and other intellectual property might erroneously imply such materials have become public domain. It is the position of the

University, however, that unless the individual who creates the material states clearly that others are free to use or adapt the materials, the University protects the property of the author and the holder of the copyright.

Akamai University recognizes that rules of "fair use" pertain to the Internet and other electronic media in a manner similar to print materials. If individuals outside the University community wish to make use of animation, background patterns or sections of material from any Akamai University website and to use or republish the materials elsewhere, they must first obtain permission of the owner or copyright holder and the University. Unauthorized attempts to browse, access, solicit, copy, use, modify or delete electronic documents, files, passwords, images or programs belonging to members of the Akamai University community, whether at Akamai University or elsewhere, are considered serious violations of property rights. The University shall act to protect my electronic property rights to the best of its ability.

## **Faculty Mentorship Responsibilities**

Members of the Akamai faculty are responsible for contributing in a positive and effective manner to building the quality of academic programs of the University.

### **Instructional Scheduling**

As an effective member of the Akamai faculty, I shall abide by all written policies and procedures of the University and work according to a clear and prearranged schedule in all activities I undertake. As a course instructor, I may be called upon to prepare individualized course syllabi including an outline of assignments; schedules for completion and other program expectations. These elements are to be put in written form, updated, and provided to students at the onset of each course module, with copies provided to the University administration for the student's archival record.

### **Akamai Model of Mentorship**

It is the role of the course instructor to guide, tutor, and assess students to determine if the necessary level of competence has been attained through their academic assignments and projects. As a key aspect of the University's mentorship model of instruction, the course instructor upholds the responsibility to establish, and put in writing, an essential plan of action for each course module in a document referred to as the course syllabus before permitting any course-related activities to begin.

Clarification of course assignments is an important role of course instructors. Faculty instructors must provide clear instructions concerning how students are to begin and carry out their assignments. For instance, when assigning course papers or short essays based upon research of the literature, faculty members provide written instructions concerning length, due date, applicable topics, and format for the paper, in addition to suggested literature that should underlie the assignment. If the course is to be evaluated, in part, by assessment of a professional portfolio or challenge examination, faculty members provide clear instructions concerning the documentation needed for the assessment, written

directions explaining the examination process, and these should abide by all written University guidelines.

Course instructors assure their students are clear as to what they should be undertaking at all times and by what schedule. Faculty members clarify in writing when students are to communicate concerning the subject matter and when the course assignments must be submitted. Faculty members carefully review the assignments, examinations, papers, portfolios and challenge examinations of their students as soon as possible after their submission, and notify students of the outcome in writing, in a timely and meaningful manner. During the conduct of any course, faculty members may be asked to provide the University administration with samples of each student's written work as a representation of the quality of the student's scholarship.

### **Counseling of Students and Inquirers**

I understand that my role as a member of the University faculty includes academic counseling and guidance of all students under my care. I will do my best to provide support to my students, and shall seek necessary help from faculty leaders and the University administration to assure I effectively counsel my students. Furthermore, I am willing to provide academic counseling to student inquirers in my program area or with regard to course modules for which I am assigned, to help student inquirers clarify their academic interests and program expectations prior to enrollment. The University, therefore, may provide serious inquirers with my email address, and the University agrees, by prior arrangement in each instance, to reimburse all reasonable expenses incurred in my counseling of such student inquirers.

### **Faculty Leadership Responsibilities**

At the discretion of the University, faculty members may be selected and assigned to serve in leadership roles over programs and other elements of the academic and research operations of the University. These faculty leaders are expected to demonstrate mastery of their academic discipline, knowledge of University policies and procedures, demonstrate professional leadership, and enthusiasm and positive attitudes while directing their students' programs. They are to be effective in working under the direction of the senior members of the University administration and must be superior with regard to teamwork and consensus building. Under no circumstance would a faculty leader be permitted to follow a self-serving agenda or assume leadership paths that disrupt or discourage the achievements of other faculty or University structures and processes.

### **Oversight for Student Programs**

Should I be assigned in the role as a faculty leader, providing advisement and oversight for a student's degree process, or the student's thesis or dissertation, I understand I am responsible to put in writing the student's plan for study and respond with adequate direction to all student concerns. I further agree, should I be in the leadership role over an element of the curriculum, I may be called upon to clarify requirements in writing for a specific certificate, diploma, or degree program, including entry requirements, module

prerequisites, program objectives, graduation requirements, examinations, field study, and research protocols, and other essential elements as published by the University.

### **Delivery of the Academic Program**

Faculty leaders placed in charge of students and academic programs must achieve the following objectives:

- Guide their students successfully in selecting the course of study to best address the academic needs and career goals
- Orient their students effectively concerning degree requirements and expectations
- Assess the effectiveness of course delivery and student study via examination of student learning using a variety of effective means
- Direct their students as necessary in finding required learning resources and accessing online libraries and hard copy learning resources
- Assure students have access to a comprehensive project-oriented learning environment within their community and the broader environment within which they conduct their programs of study
- Assure course assignments are effective, dynamic, applied, and defined in a complete and appropriate manner and a written timeline for completion is provided
- Understand the requirements and handle the administrative paperwork in a timely and efficient manner in cooperation with the University administrative staff
- Maintain appropriate supervision and direction over the progress of their students
- Enthusiastically encourage and support the ideas of their students and direct them in a professional and kindly manner according to the University code of ethics and professional behavior
- Motivate and facilitate their students toward high levels of achievement
- Maintain a good mutual exchange and interaction with their students
- Assure their students pursue a thorough review of the academic literature and apply the principles to their written papers and projects that they
- Submit formal periodic progress reports and final paperwork concerning their students
- Maintain effective communication across the University and positively support the efforts of the senior administrators and directors

### **Faculty Leadership and University Academic Governance**

All faculty members are invited to contribute ideas and advise in the governance of the University academic programs, their instruction, selection of learning resources, and the guidance of students. As provided by the University Board of Directors, a faculty advisory council or a faculty forum shall be made available to permit members of the faculty to make recommendations related to program content, quality standards and the learning expectations of industry and the professions. The University administration shall call upon members of the faculty for voluntary advisement and feedback concerning issues of academic standards, program content, and related matters.

**Attachments**

The following attachments are required elements of this faculty agreement and are made a part of this agreement:

- Two letters of reference sent directly to the University
- A recent photograph suitable for website publishing
- Updated professional resume or CV
- A brief biographical sketch of 150 words written in third person
- Educational transcripts of highest degree directly from institution
- Faculty Biographical Sheet
- Faculty Affidavit of Understanding
- Faculty Compensation Charts
- Code of Ethics and Professional Behavior
- Code of Nondiscrimination
- Akamai Faculty Handbook

**=== Signature of Agreement -Next Page===**

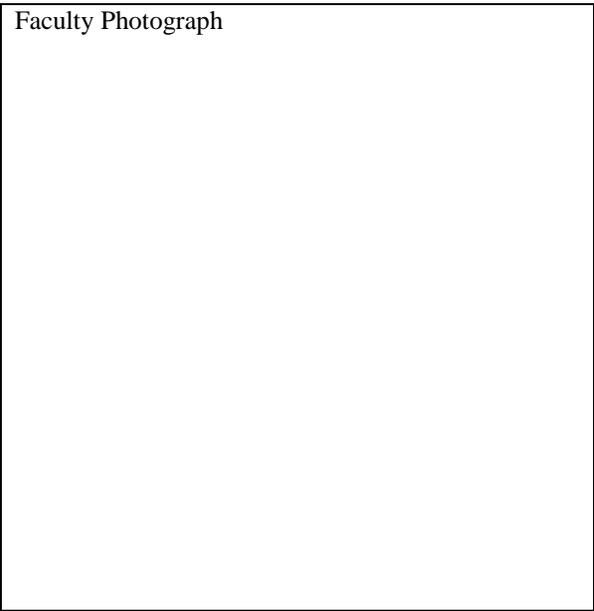
**Signature of Agreement**

By my signature below, I agree to all stipulations written and implied by this faculty agreement and the referenced attachments and published materials of the University. I enter this agreement freely and in good faith with full intention of abiding by guidelines of the highest academic quality and in total fulfillment of all local and international laws and regulations guiding these operations. Further, I acknowledge I have reviewed and fully understand and agree to the provisions laid out in the Faculty Handbook published online.

Faculty Signature:

Print Name:

Date:



**University Approval**

Signature of President:

Print Name: Douglass Capogrossi, Ph.D.

Date:

**FACULTY APPLICATION CHECKLIST  
AKAMAI UNIVERSITY**

Akamai faculty members are asked to submit the following materials to the University as elements of the faculty application package. Please indicate that all are included or on file at the University. Submit this form with application package to Office of the President. Follow instructions on the following webpage at Akamai University:  
<http://www.akamaiuniversity.us/FacultyApplications.html>

ATTACHED		ON FILE
	Brief cover letter clarifying faculty interests	
	Signed Faculty Agreement	
	Signed Affidavit of Understanding	
	Faculty Biographical Sheet	
	Educational transcripts of highest degree directly from institution	
	Updated professional resume	
	A brief biographical sketch of 150 words written in third person	
	A recent government issued photo ID or passport information page	
	Two letters of reference sent directly to the University	

**Submit application materials to:**  
 Akamai University  
 187 Kino`ole Street  
 Hilo, HI 96720 USA  
 Fax: (808) 443-0445  
 Tel: (808) 934-8793  
[dcapogrossi@gmail.com](mailto:dcapogrossi@gmail.com)