MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is hereby made and entered into as of November 13, 2024, by and between Lipscomb University, a Tennessee nonprofit corporation ("Lipscomb"), and Metro Nashville Public Library (the "Client").

WITNESSETH:

WHEREAS, the College of Education (the "COE") of Lipscomb offers the Doctor of Education degree in Learning Organizations and Strategic Change (the "Degree"), which focuses on preparing leaders for public and private organizations and academic settings culminating with a practical, collaborative capstone research project with a partner organization; and

WHEREAS, Client has requested that a capstone team from the COE address a real research need in an authentic setting (the "Project"), the successful completion of which will fulfill part of the requirements for completion of the Degree.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions contained in this MOU, the receipt and sufficiency of which are hereby acknowledged, Lipscomb and Client agree as follows:

1. **REQUEST FOR ASSISTANCE.** The Client has submitted to Lipscomb a request for assistance, a copy of which is attached hereto as <u>Exhibit A</u>, outlining the Project.

2. **PROJECT PARAMETERS.** Lipscomb will supervise and direct a team of two to four students in the Degree program (the "Students") that will work on the Project and provide recommendations for the Client's related needs. Lipscomb, through the COE, will provide the training for Students to work on and complete the Project through its curriculum and capstone project support structures, which training includes, without limitation, quantitative and qualitative research techniques, instrument design, development of specific timelines, benchmarks and processes pertaining to conducting research, and the assignment of a capstone faculty adviser who will oversee the Students throughout the Project. The Students will comply with the Client's policies set forth in <u>Exhibit E</u> attached hereto.

3. **PROJECT TIMELINE.** The Client and Lipscomb agree that the timeline set forth in Exhibit B attached hereto shall govern the Project.

4. **INSTITUTIONAL REVIEW BOARD.** The Client acknowledges and agrees that the Students are required to gain approval from Lipscomb's Institutional Review Board (the "IRB") prior to conducting any research involving human subjects and that the Project is subject to any such approval; provided, however, that the Client must approve the Project prior to submission thereof to the IRB

5. **FUNDING AND EXPENSES.** Lipscomb and the Client shall, and shall cause the Students to, take reasonable best efforts to minimize any and all costs associated with the Project. Each of Lipscomb and the Client acknowledges and agrees that (a) as of the date hereof, it does not expect the Project to require any funding by either Lipscomb or the Client, (b) the Students shall generally be responsible for any customary fees and expenses associated with the Project including, without limitation, costs for printing, paper, envelopes, postage, transportation and phone calls.

6. **PRODUCT AND DISSEMINATION.** Lipscomb and the Client shall cause the Students to prepare and deliver a full report and presentation to the Client and a Juried Review Committee of the COE with respect to the Project, which report and presentation must meet or exceed all the requirements

set forth in in the COE's Capstone Project Manual, a copy of which is attached hereto as <u>Exhibit C</u>. The Client acknowledges and agrees that Lipscomb may make such report, presentation and any related manuscript or other documentation (the "Product") accessible in electronic format through conventional venues that provide access to culminating research projects for doctoral programs. Further, the Client hereby grants to Lipscomb a non-exclusive, perpetual, worldwide, irrevocable license to use, reproduce, exhibit and distribute the Product without restrictions or limitations for any educational or promotional purpose that Lipscomb and those acting pursuant to its authority deem appropriate, including promotional or advertising efforts. Lipscomb agrees to provide appropriate acknowledgment of the Client's contributions in any public use of the Product. Lipscomb and the Client shall cause the Students to provide the Product to the Client in the appropriate format requested by the Client.

7. INTELLECTUAL PROPERTY.

(a) Each party recognizes that the other party may, prior to the effective date of this MOU or pursuant to independent research, possess intellectual property conceived of, reduced to practice, first fixed in a tangible medium, discovered or otherwise known or developed outside the scope of this MOU ("Background Intellectual Property"). Notwithstanding anything to the contrary, this MOU shall not transfer, convey or assign any rights in Background Intellectual Property from one party to the other party except as may be provided under separate license agreements between the parties.

(b) Each party acknowledges and agrees that Lipscomb's Intellectual Property Policy, in the form attached hereto as <u>Exhibit D</u> and as may be amended from time to time (the "IP Policy"), shall govern the relative rights, obligations and ownership of the Project between Lipscomb and the Students.

(c) Title to any new inventions, developments or discoveries resulting from the Project or the performance of the obligations hereunder where the conception or reduction to practice were made solely by the Students or Lipscomb personnel where neither the conception nor reduction to practice involved contribution from the Client's personnel ("Lipscomb Inventions") shall be in Lipscomb's name and owned by Lipscomb, subject to the terms of the IP Policy. Inventorship in patentable subject matter shall be determined in accordance with U.S. patent law. Lipscomb may file a patent application on Lipscomb Inventions at its own discretion.

(d) Title to any new inventions, developments or discoveries resulting from the Project or the performance of the obligations hereunder where the conception or reduction to practice were made solely by the Client's personnel where neither the conception nor reduction to practice involved contribution from the Students or Lipscomb personnel ("Client Inventions") shall be in the Client's name and owned by the Client. Inventorship in patentable subject matter shall be determined in accordance with U.S. patent law. The Client may file a patent application on Client Inventions at its own discretion.

(e) Each invention developed, discovered, conceived, made or reduced to practice jointly by (i) employees or agents of Lipscomb and/or the Students and (ii) employees or agents of the Client shall be jointly owned ("Joint Inventions"). Lipscomb and the Client agree that the pursuit of protection for Joint Inventions shall be carried out only after mutual consultation and negotiation in good faith over matters including, without limitation, filing and prosecution of patent applications and administration of any patent(s) that may issue on Joint Inventions.

8. **FAILURE TO COMPLETE PROJECT.** If the Students are not able to complete the Project as set forth herein, Lipscomb and the Client shall cause the Students to present any and concerns or issues to their faculty advisor in a timely manner. Lipscomb shall cause the Students' faculty advisor to discuss the matter with the Client and the parties shall use reasonable best efforts to develop appropriate alternatives so that the Project may be continued. If the parties agree to an alternative that will materially

alter the Project or the Product, then Lipscomb shall cause the Students and a designee from the COE to meet with the Client and develop an alternative Project and/or Product that meets the needs, goals and objectives for the parties. If the parties are not able to agree on an acceptable alternative, Lipscomb may, in its sole discretion, terminate the Project and this MOU.

9. USE OF NAME OR LIKENESS. Each party agrees not to make use of the name or likeness of the other party or any of its operating units, affiliates or supporting organizations, except as approved in advance by such party in a writing specifically describing the authorized use of such name or likeness.

10. **COMPLIANCE WITH LAW.** Each party shall perform its obligations hereunder in compliance with all applicable federal, state and local laws including, without limitation, the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964 and the Family Educational Rights and Privacy Act.

11. **INDEMNIFICATION.** Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible. Any liability of the Client to Lipscomb and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the Client under this Agreement shall be governed by the Tennessee Claims Commission Act, Tennessee Code Annotated §§ 9-8-301 et seq. The terms of this Section 11 shall survive any termination or expiration of this MOU.

12. MISCELLANEOUS.

(a) **Authority; Binding Agreement**. Each party hereto represents that (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization; (ii) it has the power and authority to enter into this MOU and to provide the services under this MOU in a manner consistent with all applicable state and federal laws, rules and regulations; (iii) this MOU constitutes the valid and legally binding obligation of such party, enforceable in accordance with its terms and conditions; and (iv) the individual executing this MOU on behalf of or as a representative for such party is duly authorized to execute and deliver this MOU on behalf of such party.

(b) **Relationship of Parties**. Each party hereto is an independent party. Nothing in this MOU shall be construed to make any party hereto an agent, employee, franchisee, joint venturer, partner or legal representative of the other party.

(c) **No Third Party Beneficiaries**. This MOU is entered into for the sole benefit of the parties hereto and nothing herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary rights or status on any person or entity not a party to this MOU.

(d) **Notice**. All notices and other communications given or made pursuant to this MOU shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as follows:

LIPSCOMB:	Lipscomb University One University Park Drive Nashville, TN 37204-3951 Attn: Mary Catherine Sevier Email: mcsevier@lipscomb.edu
with a copy to:	Lipscomb University One University Park Drive Nashville, Tennessee 37204-3951 Attn: General Counsel Email: david.wilson@lipscomb.edu
CLIENT:	Metro Nashville Public Library Attn: Ezra Howard, PhD Evaluation and Data Manager NAZA Program 615 Church Street, Nashville TN 37219 Email:

(e) **Entire Agreement**. With respect to the subject matter of this MOU, this MOU constitutes the entire agreement between the parties. Each party acknowledges that, in entering into and executing this MOU, it relied solely upon the representations and agreements contained in this MOU and no others.

(f) **Amendment**. Any modification of this MOU or additional obligation assumed by either party in connection with this MOU shall be binding only if evidenced in writing signed by each party thereto and approved by NPL Board.

(g) **Assignment**. Neither this MOU nor any interest herein may be assigned or transferred in whole or in part by either party without obtaining the prior written consent of the other party. Subject to such restrictions against transfer or assignment, the provisions of this MOU shall inure to the benefit of and shall be binding on the successors and assigns of each of the parties hereto.

(h) **Severability**. If any provision of this MOU shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

(i) **Waiver**. Any waiver of any term and condition of this MOU must be in writing and signed by the party against whom it is sought to be asserted. The waiver by either party of a breach or violation of any provision of this MOU shall not operate as, or be construed to constitute, a waiver of any other provision hereof or of any subsequent or continuing breach of the same or another provision hereof. No failure, neglect or delay on the part of either party in exercising any right hereunder will be deemed a waiver thereof and shall not affect such party's right to enforce such right, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

(j) **Governing Law and Jurisdiction**. This MOU shall be governed in all respects by, and construed in accordance with, the laws of the State of Tennessee. Each party hereby consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts without regard to choice of law principles, and agrees that

such courts shall be exclusive forum for any legal actions brought in connection with this MOU or the relationships among the parties hereto.

(k) **Counterparts**. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(1) **Construction**. The section headings used in this MOU have been prepared for the convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provisions of this MOU. Whenever the context of this MOU requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural. This MOU has been prepared on the basis of mutual understanding of the parties and shall not be construed against either party by reason of such party's being the drafter hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have caused this MOU to be duly executed as of the date set forth above.

LIPSCOMB UNIVERSITY

DocuSigned by: Jennifer Shewmaker By:

Jenniter Shewinaker, Provost

METRO <u>MASHVILLE</u> PUBLIC LIBRARY

Terri Luke By:

Terri Luke, Director

EXHIBIT A

REQUEST FOR ASSISTANCE

Lipscomb University College of Education Doctor of Education in Learning Organizations and Strategic Change

Thank you for your interest in collaborating with the Lipscomb University College of Education. This proposal will be shared with the research committee – the team that determines which studies will be offered to doctoral candidates.

Client: Metro Nashville Public Library

Client Description: The Nashville After Zone Alliance (NAZA) is a partnership between the Nashville Public Library, Metro Nashville Public Schools, the Mayor's Office, and over 30 youth development organizations all working collaboratively to increase access to transformative learning experiences for youth during out-of-school-time hours.

Youth In Action! (YIA) is one of NAZA's initiatives empowering young people to take action on the issues that they care about. YIA's mission is to elevate youth voices within our community by creating a network of young people across Nashville who work collaboratively with adults and peers on ideas and implement them on a city-wide scale.

Through YIA, program directors mentor middle and high school students with the goal of helping students work together to address important issues through service projects.

Primary Contact:

Nashville Public Library/NAZA Attn: Ezra Howard, PhD Evaluation and Data Manager Nashville Public Library | NAZA 615 Church Street | Nashville TN | 37219

Research Need to be addressed: Program leaders are interested in an organizational analysis to evaluate the success of the Youth in Action program. The analysis will focus on evaluating the successes and challenges facing the program. Specific attention in the analysis will be taken to assessing the program's strategic intent for investing in youth-led, adult-supported opportunities.

OUR MISSION

To elevate youth voices within our community by creating a network of young people across Nashville who work collaboratively with adults and peers on ideas and implement them on a city-wide scale.



Sample Size: NAZA works with a variety of organizations through the Youth in Action program. Eight out of 16 have committed to participating in the study. While we do not yet know which organizations have committed to participating, this does provide a significant population of potential participants. Population of YIA! participants are approximately 275 over 17 sites.

Possible Research Questions:

- What are the strengths and successes of the YIA program?
- How can students' experiences in the YIA program be described?
- What are students' perceptions of the value of the YIA program?
- What challenges face the YIA program?
- To what extent is the mission of the YIA program being fulfilled?
- What concrete steps can program leaders take to strengthen alignment with the mission?
- What skills are youth learning and practicing? How have these skills helped them transfer to high school and beyond?

Data provided by the client:

- Three years worth of survey data from YIA focused questions completed by high school students, middle school students, staff, and parents. (If needed, researchers could make recommendations for any revisions to these questionnaire items.)
- Other Program documents?

Data collected by the doctoral Researchers:

Researchers may collect data from middle school students, staff, and/or parents using questionnaires, interviews, focus groups, and/or observations.

Researchers may consider collecting data from parents in-person at program related events in the Spring.

Researchers may attend YIA training to help build context and to gather data for the study.

Researchers may also cull available data from an analysis of publicly available information from websites etc.

Is there additional approval required from the Client or other supporting organizations before students would be able to beginning the research? Researchers must complete background checks prior to interacting with students.

(All teams must receive approval from the Lipscomb University Institutional Review Board before pilot testing or data collection can begin)

Is the Client requesting anonymity in the deliverable? Yes

(Projects are published electronically through ProQuest.)

Additional circumstances or conditions: Nashville's Vision Holistic Youth Development is a framework that guides NAZA to create a community where youth can develop the skills they need to thrive in education, career, and life. https://nashvillez.org/nashville-vision/

EXHIBIT B

PROJECT TIMELINE

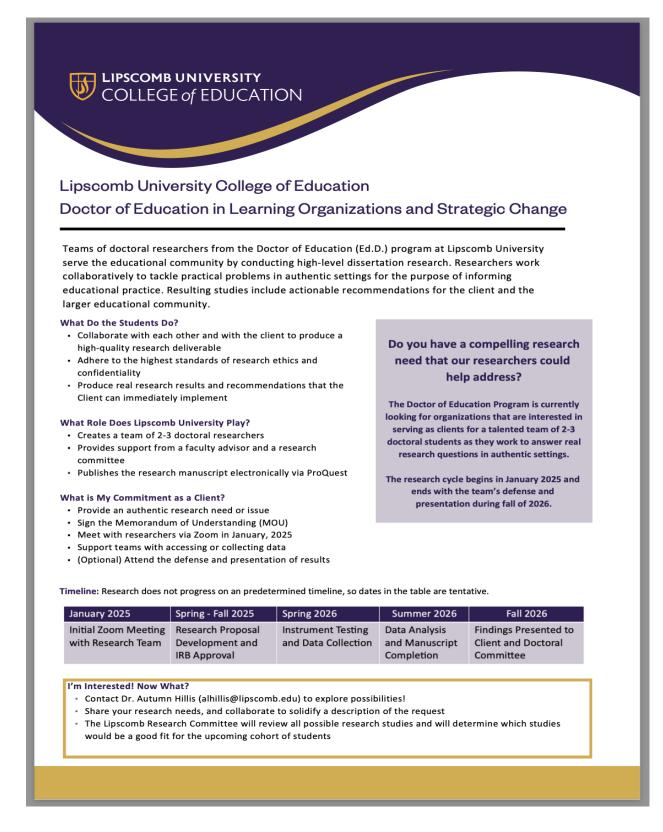


EXHIBIT C

CAPSTONE PROJECT MANUAL



Doctor of Education

Learning Organizations and Strategic Change

Ed.D. Student Handbook 2023-2024

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This Ed.D. Student Handbook is an important doctoral student resource for information, policies, and procedures pertaining to the Doctor of Education (Ed.D.) Program. All Ed.D. students should review the handbook in order to be aware of the policies and processes that specifically pertain to the Ed.D. program. Students should consult the Lipscomb University Graduate Catalog for general policies pertaining to graduate programs, while also being aware that there are policies and processes specific to this doctoral program and to dissertation research that don't apply to other graduate or undergraduate programs. In the event of a conflict between the provisions of this Ed.D. Student Handbook and any other policy of Lipscomb University that pertains to the Ed.D. program, the provisions of this Ed.D. Student Handbook are subject to amendment at any time by the College of Education without prior notice. Any material amendments will promptly be communicated or disseminated within 30 days of adoption.

Lipscomb University Mission

We are a Christ-centered community preparing learners for purposeful lives through rigorous academics and transformative experiences.

Accreditations and Memberships

Lipscomb University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award baccalaureate, masters, and doctoral degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of Lipscomb University. For all other questions about Lipscomb, contact Lipscomb University at 615-966-1000 or 800-333-4358.

The College of Education at Lipscomb University is approved by the Tennessee State Board of Education, Southern Association of Colleges and Schools, and is accredited by the Council for the Accreditation of Educator Preparation (CAEP).

Doctor of Education Leadership and Faculty

Dr. Trace Hebert, Director, Doctor of Education (Ed.D.), Associate Provost for Research and Graduate Studies

- Dr. Debi Hoggatt, Assistant Director of Online Cohorts, Assistant Professor
- Dr. Contessa Sanders, Assistant Director of On-Campus Cohorts, Assistant Professor
- Dr. Deborah Boyd, Dean Emerita, Professor
- Dr. Robin Cayce, Assistant Professor
- Dr. Emily Mofield, Assistant Professor
- Dr. Alice Nie, Doctoral Research Coordinator, Assistant Professor

See Graduate Catalog for full listing of Graduate Education Faculty.

Doctor of Education (Ed.D.) Program Description

The Doctor of Education (Ed.D.) in Learning Organizations and Strategic Change is focused on preparing educational leaders for public and private learning organizations and academic settings. This program guides working professionals through an examination of educational leadership, the application of theory and research to practice, national and international perspectives, and Christian ethics. The program culminates with practical, collaborative doctoral research designed to address real questions in authentic settings for the purpose of informing educational practice.

There are two delivery models for this cohort-based doctoral program. The on-campus program courses are delivered in a two-year period in multiple formats: eight-week evening courses (Mondays or Tuesdays), weekends (Saturdays), online and hybrid, and through field-based

research. The online doctoral program courses are delivered over a three-year period with semester-long courses and features one virtual and two on-campus intensive experiences strategically scheduled during the program.

Administrative Licensure: Educators who have three or more years of experience as an educator in Tennessee may earn the administrative licensure credential through the College of Education as an add-on to the Ed.D. program. The add-on feature includes two additional courses, portfolio requirements, and an SLLA Praxis test. Contact the College of Education Office of Outreach and Enrollment for more information.

Transfer Credit

Accepted students who have post-masters coursework on their transcripts from regionally accredited institutions will be evaluated for transfer credit toward transfer-eligible courses in the program and will receive notification of transfer credit prior to the start of the program. Only coursework recognized as post-masters from the university it was taken will be considered for transfer credit and only if from an Ed.S program or other doctoral program, and cannot be coursework that applied to a master's degree. Ed.D. students who believe they should receive transfer credit but who did not receive notification should submit a request to the Ed.D. office. A maximum of 15 credit hours of transfer credit may be granted and only for courses that are determined to be equivalent to the following transfer-eligible courses:

EG 7313 Leading Learning EG 7183 Legal and Political Issues of Leadership EG 7233 Strategic Planning and Assessment EG 7253 Ethical Behavior in Education EG 7243 Contemporary Issues in Education

Students receiving transfer credit should carefully plan their finances for semesters during which they will be registered for fewer than 6 credits hours, which impacts financial aid eligibility. Consult the financial aid office for details.

Only courses completed at Lipscomb will be included in the calculation of a candidate's official Lipscomb GPA. The official Lipscomb GPA will be used for graduation and certification/licensure purposes. Transfer coursework can be counted toward degree completion but not cumulative GPA.

Gifted Education and Advanced Academics Leadership Focus: Students currently work in the field of gifted education or those who have an objective to pursue leadership in the field of gifted education, can substitute the following two courses in the Ed.D. Program course sequence:

- EG 6703 Theory and Practice in Gifted Education can replace EG 7313 Leading Learning
- EG 6693 Issues and Advocacy in Gifted Education and Special Populations can replace EG 7243 Contemporary Issues in Education

Taking these courses (EG 6703 and EG 6693) will affect your course progression as they are only offered in the Spring semesters. Students wishing to pursue this option should contact Dr. Emily Mofield directly.

These courses are also transfer-eligible for accepted students who have post-masters coursework from Lipscomb University's Ed.S. Gifted and Advanced Academics Program. A maximum of 15 credit hours of transfer credit still applies.

Financial Policies

The following policies are specific to Ed.D. students. Students should consult the Graduate Catalog for a full listing of financial policies.

Tuition and Fees for Ed.D. Program (2023-2024)

Tuition Rate: \$953/credit*

Educator Scholarship Tuition Rate (20% discount): \$763/credit**

Technical Review Fee: \$100 (institutional technical review of the dissertation manuscript)

*Note: The graduate education tuition rates may increase annually, effective each summer semester.

**A signed scholarship eligibility form (obtained from the COE office) must be submitted to qualify for a discounted tuition rate. See Scholarship Eligibility for more information.

Ed.D. students participating in the international experience as part of the EG 7163 course will be assessed a fee with pre-set deposit requirements to cover the costs of travel, lodging, some meals, and expenses. The costs will be detailed to the cohort during their first semester in the program.

Scholarship Eligibility

Students who are employed full-time in the field of education as a teacher or administrator are eligible to receive a scholarship in the form of a 20% discount off the regular Ed.D. tuition rate. Ed.D. students must maintain full-time employment in the field of education to continue receiving the scholarship over the duration of the Ed.D. Program. Submission and approval of this eligibility form is required for the scholarship to be applied to the student account. If an Ed.D. student changes employers during the course of the program and remains within the field of education, a new scholarship eligibility form must be submitted to reflect the updated employment information and certification of eligibility. To request additional scholarship eligibility forms, contact the Ed.D. office at 615-966-7199.

Refund Policy

After a student registers, there will be no refund of most fees, except as otherwise set forth in the university's Graduate Catalog.

Refunds will be calculated based on the official date of withdrawal or date class is dropped. Please refer to the information below to determine applicable refund rate.

Accelerated Classes (Fall, Spring, Summer) Refund Period:

100% refund – Student must drop or withdraw by the equivalent of two weeks of class.

No refund of tuition will be issued after the equivalent of the second week of class.

Refunds for courses with non-traditional meeting times are based on the above schedule using equivalent weeks of class time rather than calendar weeks.

Conceptual Framework for the Doctor of Education (Ed.D.)

The conceptual framework for the Doctor of Education in Learning Organizations and Strategic Change incorporates and expands upon the College of Education's C.A.R.E. framework, which

provides the theme for Lipscomb University's initial and advanced programs and demonstrates the program's commitment toward developing effective educational leaders.

The first letter of each category provides the theme for this expanded framework, which is built upon seven categories that communicate the theoretical and practical foundation for the objectives of the program and subsequent curriculum. These categories are communicated under the easily remembered conceptual framework of L.E.A.D.E.R.S., providing structure for the program objectives and helping to ensure that the program sustains a high level of excellence in preparing effective educational leaders for learning organizations.

L. E. A. D. E. R. S.

Lipscomb's Doctor of Education Program is committed to preparing leaders who understand...

Leadership as Craft and Relationships Educational Theory, Practice, and Learning Attitudes and Values in Educational Leadership Diversity and Global Perspectives in Education Essential Knowledge for effective educational leadership Research and Educational Leadership Strategic Change in Learning Organizations

This framework presents philosophy, rationale, and desired purposes for students pursuing the Doctor of Education degree at Lipscomb University. It includes the specific knowledge, understanding, exploration, and investigation that doctoral students will engage in as well as attitudes, values, and dispositions that will assist with becoming an effective educational leader within educational organizations. The framework explores perspectives about culture and diversity and also global perspectives that are important to effectiveness and success in educational leadership. The framework provides for the exploration of contemporary research, appropriate methodologies for conducting research, and practical experience working with a research team on real research for a learning organization. The framework provides students with opportunity to question and debate the wisdom of varied educational leadership practices as well as emerging educational policies and practices and consider methods for leading strategic change within learning organizations. Ultimately, the framework was designed to help doctoral students develop and organize their thoughts, values, and convictions about the elements, craft, and practice of effective educational leadership.

For a copy of the complete Conceptual Framework document for the Doctor of Education Program please email the Director at <u>tshebert@lipscomb.edu</u>.

Program Course Sequence (on-campus delivery)

Courses are delivered on-campus during weekday evenings (5:30 - 9:30 p.m.) or weekends (8:00 a.m. - 4:00 p.m.) on Saturday), or in online or hybrid schedules. Course sequence is subject to change at the discretion of the university.

* Indicates courses that are eligible for transfer course consideration.

Fall (1st Semester)

EG 7103 Leadership Theory and Practice

- EG 7113 Brain-based Research
- EG 7313 Leading Learning*

Spring (2nd Semester)

EG 7183 Legal & Political Issues in Education Leadership*

- EG 7213 Qualitative Research Methods
- EG 7133 Organizational Theory and Practice

Summer (3rd Semester)

International Experience

- EG 7163 Studies in Comparative and International Education
- EG 7233 Strategic Planning and Resource Allocation*
- EG 7173 Applied Research Seminar

Fall (4th Semester)

EG 7146 Quantitative Research Methods

EG 8013 Dissertation Research I

Spring (5th Semester)

- EG 7203 Change and Conflict in Education
- EG 7323 Governance, Decision-Making, & Communication*
- EG 8023 Dissertation Research II

Summer (6th Semester)

- EG 7243 Contemporary Issues in Education*
- EG 7253 Ethical Behavior in Education*
- EG 8033 Dissertation Research III

Program Course Sequence (online delivery)

Courses delivered online. Sequence is subject to change at the discretion of the university.

Fall (1st Semester)

3-day intensive (Thursday – Saturday)

EG 7103 Leadership Theory and Practice

EG 7113 Brain-based Research

Spring (2nd Semester)

EG 7313 Leading Learning*

EG 7133 Organizational Theory and Practice

Summer (3rd Semester)

EG 7183 Legal & Political Issues in Education Leadership*

EG 7163 Studies in Comparative and International Education (*10-day International Experience*)

Fall (4th Semester)

EG 7213 Qualitative Research Methods

EG 7233 Strategic Planning and Resource Allocation*

Spring (5th Semester)

2-day intensive (Friday – Saturday)

EG 7173 Applied Research Seminar

EG 7323 Governance, Decision-Making, & Communication*

Summer (6th Semester)

3-day intensive (Thursday – Saturday)

EG 7146 Quantitative Research Methods

Fall (7th Semester)

EG 7203 Change and Conflict in Education

EG 8013 Dissertation Research I

Spring (8th Semester)

EG 7243 Contemporary Issues in Education* EG 8023 Dissertation Research II

Summer (9th Semester)

EG 7253 Ethical Behavior in Education

EG 8033 Dissertation Research III

Course Descriptions

* Indicates courses that are eligible for transfer course consideration.

EG 7103 Leadership Theory and Practice (3 hours)

This course links research and theory to the practice of effective leadership in educational settings. Course content will cover the history of organizational leadership and its practical applications. Participants will study examples of leadership approaches that have been successful in creating and sustaining positive, productive organizations. Participants will reflect on themselves as leaders and their abilities to identify, analyze, and appropriately respond to challenges within complex, diverse educational environments. This course will also address the relationship between leadership, decision-making, data-driven assessment, and collaborative problem-solving.

EG 7113 Brain-Based Research (3 hours)

This course includes an examination of theory and research about cognitive development and perspectives on learning and education. Course content will include learning theories, domains of learning, levels of learning, and exploration of modern research pertaining to brain-based learning and its potential application to educational practice. These principles will also be related to teaching, learning, and leading adults who are engaged in education-related roles within learning organizations.

EG 7133 Organizational Theory and Practice (3 hours)

This course examines research on organizational theory as it pertains to the effective management and leadership of a dynamic learning organization. Literature, case studies, and class discussion will be used to study the analysis of organizational effectiveness, primarily in educational settings. Emphasis will be placed on strategic planning, continuous improvement, benchmarking, small-scale and large-scale change issues, team leadership, and the role of organizational leaders.

EG 7146 Quantitative Research Methods in Education (6 hours)

Participants will address questions that arise in educational research developed through quantitative research methodology. Participants will formulate research questions; explore appropriate statistical techniques; consider assumptions necessary to conduct the proposed research; analyze and interpret results; and summarize the findings. Quantitative methods to be studied include the general linear model--regression, correlation, analysis of variance, and analysis of covariance-- using computer-based statistical analyses.

EG 7163 Studies in Comparative and International Education

Participants will study comparative and international education through analysis of policies and practices that compose the organization, content, and processes of

educational systems and institutions. The course explores major educational trends at primary, secondary, and post-secondary levels within a diverse global context. The course will also examine topics of continuing interest to educational policy makers, researchers and practitioners alongside national and international political, economic, and cultural dynamics. The course will address policy reform initiatives that address key educational global challenges, approaches for generating and analyzing policy alternatives, and educational impact on economies and communities. This course will include an international experience lasting between 7 to 10 days. A fee will be assessed to participating students to cover the costs of travel, lodging, some meals, and expenses.

Note: The international travel experience is mandatory, though students may apply for a medical or hardship exception should they have substantive obstacles preventing them from going abroad and program leaders will consider those requests on a case-by-case basis.

EG 7173 Applied Research Seminar (3 hours)

This course will provide an overview and exploration of qualitative, quantitative, and mixed-methods research and analysis techniques and how these methodologies might apply to the doctoral research. Students will explore various approaches as well as consider the potential benefits and challenges of potential methodologies. At the culmination of this course, dissertation teams will be formally engaged in the design and development of their research.

EG 7183 Legal & Political Issues in Education Leadership (3 hours)*

This course examines the legal, political, and regulatory environments and ethical issues that impact educational organizations and influence their ability to effectively meet the challenges confronting education systems. Emphasis will be placed upon issues that are important to educational leaders who must negotiate, innovate and lead strategic change within these environments.

EG 7203 Change and Conflict in Education (3 hours)

This course examines the characteristics of successful learning organizations and the role of educational leaders as change agents. Participants will study change principles while considering various implementation challenges related to organizational structure, employee empowerment, communication, culture, and strategic planning. Research within the field of change management will inform participants about how to identify, promote, achieve, and sustain meaningful educational improvements and innovation. Participants will review and practice collaborative problem-solving and consensus-building techniques as well as individual and group communication strategies, among other best practices for effecting transformational change.

EG 7213 Qualitative Research Methods in Education (3 hours)

This course focuses on qualitative inquiry including research design, major qualitative methods and techniques, data analysis and interpretation, and ethical challenges in the qualitative research process. Participants will examine the appropriateness of qualitative research as a tool for answering research questions and explore qualitative methods/approaches including ethnography, grounded theory, phenomenological theory, case study, historical/narrative research, and mixed methods. Students will explore various approaches to qualitative research and learn to formulate a research question; conduct an appropriate literature review, select the appropriate research participants; determine the data that need to be obtained; develop the best strategies, methods, and tools to be used in data collection; understand the reliability and validity concerns

involved; code, store, and analyze data; interpret the results; and write a quality research report.

EG 7323 Governance, Decision-Making, & Communication (3 hours)

This course explores educational governance structures and processes among institutions, districts, boards, councils, state and federal departments of education, legislators and legislative processes, and auxiliary and advisory organizations. Participants will explore what educational leaders must understand about these organizational decision-making structures and processes as well as communication strategies required for effective implementation.

EG 7233 Strategic Planning and Resource Allocation (3 hours)*

This course covers multiple business functions in an organization including resource allocations and financial management. The need in an organization to develop leadership teams that are equipped with group process skills is a prominent portion of the course. Developing an ability through a needs assessment to determine both shortterm and long-term goals for the organization with a plan that outlines incremental steps to achieve the needs will be included. Participants will explore financial and accounting reports, resource allocation, and strategies for matching resources to the desired outcomes. Strategic planning, driven by appropriate assessment of needs, will be a focal point for the course.

EG 7243 Contemporary Issues in Education (3 hours)*

This course is designed to familiarize participants with select key issues in education and to model systematic evaluation of research and debate related to those issues. Examples of contemporary issues to be examined are reform efforts targeting productivity of educational systems, such as accountability measures; restructuring classroom instruction; school choice and privatization; data driven decision making; early childhood programs; the condition of higher education; and teacher and administrator recruitment, training, and compensation policies.

EG 7253 Ethical Behavior in Education (3 hours)*

This course builds on the program's emphasis on ethical and moral responsibilities as educational leaders inspired by the Christian mission. Participants will study approaches to ethical decision-making and constructing and defending moral judgments that teachers and administrators face in today's environments. The course will explore ethical values in education and the significance of character and personal integrity for educational leaders in their professional settings and in the communities they serve.

EG 7313 Leading Learning (3 hours)*

This course provides students with an understanding of strategies for leading instructional improvement with research-based, and results oriented practices for leading and sustaining principled and learner-centered community cultures. Students explore strategies guiding the instructional program to close achievement gaps, focus on instructional core, and promote high expectations, rigorous academics, equity, fairness and respect among all members of the community.

EG 8013, 8023, 8033 Dissertation Research and Presentation (9 hours)

Members of the cohort, working in teams of two to three, will undertake doctoral research that will extend throughout the year, culminating with a formal written and oral presentation to the client and to a Doctoral Committee. The research established and monitored by program faculty involves research and analysis of an issue currently being experienced by a local educational, governmental, or non-profit entity. The research will

be designed and implemented in coordination with the entity being served and will include the following (or approved variations thereof dependent upon the research):

- 1) analysis of the issue and thorough examination of the related research literature;
- 2) design of methodology to collect data to be used in formulation of a proposed solution to the issue;
- 3) administration of the selected methodology and collection of data;
- 4) analysis of the collected data using appropriate quantitative or qualitative methods;
- 5) development of recommendations that might assist the educational entity with the issue being addressed;
- 6) formal presentation of the research and recommendations to the client and a Doctoral Committee;

7) detailed documentation of the responsibility and contributions of each team member. EG 8013 and 8023 will be graded as Satisfactory/Unsatisfactory (S or U) by the Ed.D. faculty adviser. EG 8033 will be graded as Satisfactory/Unsatisfactory (S or U) by a Doctoral Committee (see doctoral research presentation).

EG 804V Special Topics (1 – 3 hours)

With permission of the Director of the Ed.D. Program, students may be provided with opportunities to expand their understanding of educational and professional environments and to achieve the objectives of the curriculum. Course graded as Satisfactory/Unsatisfactory (S or U).

<u>Textbooks</u>

Students can purchase or rent textbooks through the campus store website, <u>www.lipscomb</u> <u>campus store.com</u>. They can have their orders shipped to their homes for an extra fee or they can pick up their order in the store. Students may also choose to receive textbooks automatically when registering for classes by enrolling in the automatic Slingshot Choice program. *Ed.D. students are automatically 'opted out'*, but if a student chooses to 'opt-in' to receive the textbooks, he or she may do so by going to <u>www.slingshotedu.com/student-login</u> and choosing to opt in before registering for classes. Students who choose not to use this service do not need to do anything other than purchase the textbooks on their own. They may view the required textbooks by going to the same site and clicking on "*Buy or Rent Books*".

The Ed.D. Collaboration Pledge for EVERY Doctoral Student:

Enrollment in the Doctor of Education Program signifies my commitment to fully engage at a doctoral level in every collaborative course and research assignment.

- I eagerly accept the responsibility to pull my weight, and make doctoral quality contributions alongside my teammates toward the completion of each assignment.
- I pledge to engage in shared decision making for collaborative work from the planning phase to completion.
- I pledge to prioritize doctoral program work, meet agreed upon deadlines, and communicate with my teammates in a timely manner if I need an extension.
- I will strive to earn the respect of my teammates while doing collaborative work, and I will seek their feedback regarding my contributions and learn from that feedback.
- I will produce evidence of my contributions and the progression of my work upon request.

- I recognize the necessity for mature dialog between team members regarding the quality and reliability of contributions toward collaborative assignments and pledge to be open, honest, and respectful in my assessment of teammate contributions.
- I understand and accept that if I fail to collaborate at a level expected of a doctoral student in a collaborative assignment, then at the discretion of my teacher, I will receive grade differentiation, apart from my teammates, up to and including failure of the assignment and potentially the course.
- I understand and accept that failing to collaborate and contribute at a high level expected of a doctoral student may result in my being withdrawn from my assigned team at the discretion of my teacher, advisor, or program director.
- I understand and accept that a pattern of poor performance on collaborative assignments across multiple courses will likely result in low rankings from my cohort-mates when it comes time for dissertation matching and potentially may result in my not being matched to a research team.

Successful Engagement in Collaborative Assignments and Research

At various stages of the Ed.D. Program, there is instruction on the strategies involved with collaboration and high performance teams. To successfully complete the Doctor of Education program, students must demonstrate their ability to effectively engage in collaborative assignments throughout the program and in intensive collaborative doctoral research.

- To be successful, it will be important for teams to engage in substantive planning and team building activities. A high-performance team embraces a common purpose, sets performance goals, becomes committed to a common approach, and develops mutual accountability with high levels of communication between team members.
- The very first team meeting should include comprehensive discussion about the important elements of successful teams and begin forging the relationships, mutual trust, and commitment necessary to achieve the group's purpose. The team should establish group norms so that team members can know what to expect from each other.
- Tasks should be clearly assigned and fairly distributed among all team members. Tasks should establish attainable and mutually agreed upon deadlines that are adhered to by each member. If adjustments become necessary then there should be appropriate and timely communication between team members.
- Members should quickly develop relationships that allow for constructive exchange of divergent views and to engage in effective conflict management strategies that lead to greater depth of discussion and understanding.
- It may be beneficial for the group to establish the role of team leader; however, it is encouraged that team members consider rotating the role during different stages of the research, so that no one person dominates the leader role.
- Team members should be committed to mutually agreed-upon deadlines. Timely communication is necessary if an extension is required. Students should avoid establishing a pattern of extension requests since this causes damage to perceptions of reliability.
- Team members should take all necessary steps to ensure that individual submissions to their teammates are of high quality. Poorly written submissions frequently result in team members having to spend extensive time re-writing their teammate's submissions (beyond normal editing or blending of multiple submissions into one document).

Students who struggle with the quality of their writing are expected to finish their submissions prior to the mutually agreed upon deadlines and seek review of their draft submissions and make edits and corrections <u>before</u> sending it to teammates.

- The group projects embedded in the curriculum throughout the program are designed to help prepare students to be successful in the intensive collaborative doctoral research. In all collaborative research, team members are expected to work out issues as a team; however, they may seek assistance from their instructor for individual courses or their Doctoral Research Advisor for dissertation research, both of whom have responsibility to monitor individual and group dynamics and performance.
- It is imperative that students understand that when it comes to complete collective work
 products, each team member is responsible for the entire submission and not just one
 portion of it that may have been assigned during team discussions. All team members
 may be held individually responsible and liable for any violations of the Academic
 Integrity Policy with respect to any written product or presentation by the entire team (for
 more information about this policy, see Academic Integrity Policy and Appeals below).
 Each team member should review the entire written product and team members should
 discuss any ideas or concerns that each team member has and make mutually agreed
 upon adjustments prior to submission.
- The Doctoral Research Advisor will work closely with dissertation teams and facilitate frequent meetings and discussions about the team's research, progress, issues, and performance. Doctoral Research Advisors will monitor individual performance and contributions of team members and may request evidence showing the level and quality of engagement by each team member; therefore, each team member should retain emails and drafts of files/documents submitted to the group. Concerns within the team about individual engagement and performance should be brought to the attention of the Doctoral Research Advisor in a timely manner. Persistent issues will be brought to the attention.
- All students will be required to complete a group work assessment form at the end of each major group project in classes and at the end of each semester during dissertation research, evaluating their own performance, as well as the performance of their teammates.

Doctoral Research Policies

The doctoral program culminates with practical, collaborative doctoral research that addresses real questions in authentic settings for the purpose of informing educational practice. The following policies apply to the doctoral research.

Qualifying Review Process

Before being matched to a client and the doctoral research course sequence (EG 8013, 8023, and 8033), students must pass the qualifying review process. The purpose of the qualifying review is to determine each student's demonstrated preparedness to effectively and successfully engage in highly collaborative doctoral research. The process consists of three levels of review:

 <u>Self-assessment</u>: Students will produce a written self-assessment (a maximum of seven double-spaced pages of text; APA Style) related to criteria that indicate a probability of success in doctoral research. This is to be completed and submitted to the Ed.D. Assistant Directors in accordance with the doctoral research timeline. Information regarding deadlines for submissions will be communicated in advance. In completing the Self-Assessment, students will evaluate themselves for each of the following competencies based upon their performance thus far in the program:

- a. Ability to effectively and productively engage in collaborative team research
- b. Ability to meet mutually agreed-upon deadlines
- c. Ability to write at a doctoral level and make doctoral level submissions
- d. Ability to give effective oral presentations
- e. Ability to successfully engage in <u>qualitative</u> research
- f. Ability to successfully engage in <u>quantitative</u> research (with full understanding that the student has not yet taken EG 7146 Quantitative Research at the time of this self-assessment, but each student is simply providing his or her anticipated comfort level with conducting quantitative analysis)
- g. Strategies that will be utilized to address any identified or perceived weaknesses or challenges

The Self-Assessment paper should include headings for each item listed above.

- <u>Peer-Ranking</u>: Each student will rank all of their classmates in order of preference as potential research partners and submit their rankings to the Assistant Director by the deadline provided.
- 3) <u>Qualifying Review Committee</u>: The Ed.D. faculty will engage in an assessment of each student. In order to be considered for passing the qualifying review, students must first be in <u>good academic standing</u>, as defined in Lipscomb University's Graduate Catalog. The reviewers also carefully examine the competencies listed above that indicate a probability of success in doctoral research as well as assessing the attitudes, disposition, and competence expected of doctoral students and educational leaders.

The process will include a review of each student's

- a. self-assessment,
- b. feedback from peer ranking,
- c. feedback from group work assessments,
- d. feedback from instructors,
- e. demonstration of professional attitude, disposition, and competence to successfully engage in an intense, doctoral level, collaborative research assignment with teammates, a client organization, a doctoral research advisor, and a Doctoral Committee, and
- f. analysis of the student's overall academic performance during the first year of the Ed.D. Program.

If a student passes the qualifying review without provision, the student will be assigned to a research team with 1 or 2 other researchers. Students will receive notification prior to the doctoral research Client Presentation Day of their team placements.

If a student does not pass the qualifying review, one of the following will apply at the Director's discretion:

- a. student will continue in the program with an individual research study, OR
- b. student will complete a remediation plan approved by the Director of the Ed.D. Program and the Director will determine whether the student continues in the program provisionally, OR
- c. student will join a future cohort at the appropriate juncture, OR
- d. student will be dismissed from the program.

Appeal of Qualifying Review Committee Decisions

Students may appeal the decision of the Qualifying Review Committee to the Dean of the College of Education within 7 days of receiving the decision. Appeals should be submitted in writing and be accompanied by any documentation, papers, and other evidence that the student feels is appropriate to support the appeal. The written appeal should be specific in outlining how the decision of Qualifying Review Committee and/or the Director of the Ed.D. Program is not appropriate. Upon submitting the written appeal, the student may also request a meeting with the Dean to discuss the matter, which the Dean may or may not grant, in the Dean's sole discretion. The Dean may, in the Dean's sole discretion, choose to resolve the conflict between the student and the committee and/or Director, or choose to make the final decision in response to the appeal on behalf of the College of Education. If the student is unsatisfied with the decision of the Dean, then further appeal may be made within 7 days of the Dean's decision by submitting a written appeal to the Provost. The decision of the Provost shall be final.

NOTE: The time frames for making appeals is critical for timely resolution due to how quickly the program moves forward.

Research Client Matching Process

Following the successful completion of the qualifying review process, students become eligible for participation in doctoral research. Research teams are matched to a client and associated research projects that have been screened by a committee comprised of the Doctoral Research Coordinator, the Director of the Ed.D. Program, and Ed.D. faculty. Research teams are not expected nor allowed to solicit their own research projects, though they may refer potential clients to the Doctoral Research Coordinator for review and consideration for future matches.

The following framework applies to the doctoral research client matching process:

- 1) Clients are invited to submit research proposals to the university. These proposals are carefully screened before acceptance.
- 2) Students will be provided a written executive summary of each accepted research project prior to Client Presentation Day.
- 3) The executive summaries and client presentations to be given on Client Presentation Day will detail the subject, problem, or question to be examined, potential methodology, and logistical considerations.

Students are NOT allowed to contact clients prior to Client Presentation Day; however, on that day there will be time for students to meet and interact with clients for the purpose of asking questions and getting to know them before collaborating with their team to providing rankings.

Research teams will work together to rank all of the research projects in order of preference and submit their rankings as a team to the Assistant Director by the deadline provided. The Assistant Director will review each team's rankings and assign teams to research projects.

Research teams will NOT be matched to a client who is the employer of any member of the research team, and students will be responsible to describe "degrees of separation" they have from any research project and client when they submit their rankings.

Research teams should take the research ranking process very seriously. Due to the number of research projects involved, the matching process can be very complex. Every effort will be made to match teams to the highest available research project on their rankings; however, teams should understand that few will receive their first preference. Historically, the program has been able to match most teams within the top half of their rankings but great care should be given to all of the rankings.

4) Each doctoral research project will be matched with a Doctoral Research Advisor and Doctoral Committee by the Director.

Stages of Doctoral Research

Research does NOT follow an exact timeline. The following information represents stages of research and the timeline is only a **<u>guide</u>** and represents **<u>approximate</u> dates or time-frames** for progression of the doctoral research activities. Actual dates for completion of each stage of the research may require substantial adjustment/flexibility with agreement of the Doctoral Research Advisor and client, depending upon the readiness of the team and progression of the research.

Doctoral Committees will hold research teams accountable, <u>without concern for the calendar</u>, to fulfill the objectives of the research, produce a doctoral level research manuscript, meet the standards of the Ed.D program, and meet the needs of the client. Students should not compromise any of these priorities to beat a "perceived deadline" on a calendar. In some cases, a team might not complete oral defense and technical review within three semesters, in which case the students on the team will need to register for EG 804V Special Topics – Extended Research for any following semesters until completion. Students will be individually responsible for the tuition and other costs associated with such extended research, irrespective of the reason(s) for any such extension.

Initial Steps (SEE ALSO DISSERTATION PROGRESSION FLOWCHART – PAGE 35) (June for on-ground cohorts) (January for online cohorts)

- Client Presentation Event
- First doctoral research team meeting (use all high-performance team knowledge and skills to develop team norms and forge a successful team dynamic).
- Initial consultation with advisor, doctoral research coordinator, and client.

Research Proposal Development (June – August for on-ground cohorts) (January to May for online cohorts)

- Research prototype development (this is incorporated into EG 7173 Applied Research Seminar).
- Consultation with client to ensure alignment of proposal with client needs.

Submit Proposal to Doctoral Committee (September – October for on-ground cohorts) (May – June for online cohorts)

Submission of Chapters 1 - 3 of the dissertation manuscript and research instruments to the Doctoral Committee (Doctoral Research Advisor approval must be obtained before sending to the whole committee; if applicable this must include questionnaires, interview questions, focus group questions, or any other data gathering instruments).

NOTE: Chapter 2 (the Literature Review) will not be complete, but existing review should focus upon previous research that may inform the research methodology. The literature review will require substantial development and enhancement beyond this stage.

IRB Submission and Approval (October - December for on-ground cohorts) (June – October for online cohorts)

- Receive Doctoral Committee approval to submit to the Institutional Review Board (IRB).
 NOTE: Teams may seek review of instruments from 'experts' prior to IRB submission, but may NOT pilot/field test instruments on a sample population until after IRB approval
- IRB submissions (Lipscomb IRB first, and then other IRB entities if applicable).

NOTE: IRB submissions are NOT manuscript submissions. See the instructions for the specific IRB entity with respect to what is to be submitted.

- Receive IRB approval(s), including client IRB approval if applicable.

Pilot/field Testing if Applicable (October – December for on-ground and online cohorts)

- Pilot/field testing (must have IRB and Doctoral Research Advisor approval before testing can begin).
- Submission of Chapters 1 3 of the dissertation manuscript including detailed results of pilot/field testing of instruments to the Doctoral Committee. Advisor approval must be obtained before sending to the whole committee.

NOTE: Instrument(s) that receive "substantive change" (not including minor wording or stylistic changes) between a draft that is submitted to the IRB and the finalized version may require additional review by the IRB (to be determined by the Doctoral Committee).

Pilot/field testing is NOT actual data collection and the pilot/field test data can only be used for the purpose of establishing validity and reliability of the instrument.

Data Collection

(January – May for on-ground and online cohorts)

- Receive Doctoral Committee approval to begin data collection.

NOTE: If pilot/field testing is NOT required or applicable, then the Doctoral Committee approval to submit to the IRB, receipt of IRB approval, and approval of the Doctoral Research Advisor signifies approval to begin data collection.

- Data Collection

TEAMS MAY NOT ENTER THE DATA COLLECTION STAGE WITHOUT IRB APPROVAL AND APPROVAL OF THE DOCTORAL COMMITTEE AND DOCTORAL RESEARCH ADVISOR. DO NOT BEGIN ACTUAL DATA COLLECTION WITHOUT THESE APPROVALS.

Analysis and Writing of Chapters 4 and 5 (May – June for on-ground and online cohorts)

- 1st submission of Chapters 1 – 5 of the dissertation manuscript to the Doctoral Committee. Advisor approval required before submitting to the whole committee.

NOTE: This submission should be thoroughly proofread for grammatical and structural correctness by the doctoral research team and/or third party reviewers prior to submission. Poorly written manuscripts will be returned to the doctoral research team and review will be suspended until the manuscript is truly "submission ready."

- Receive feedback/further instructions from all Doctoral Committee members.
- 2nd submission of Chapters 1 5 to the Doctoral Committee members Advisor approval required before submitting to the whole committee (further submissions to the Doctoral Committee may be required).
- Approval from Doctoral Committee to defend Dissertation Research.

Oral Defense

(July – October for on-ground and online cohorts)

- Oral Defense of Dissertation Research (to be scheduled by the Doctoral Research Coordinator).

NOTE: August 1st is the end of the summer semester. An "IP" (In-Progress grade) will be assigned to EG 8033 Dissertation Research and will remain until ALL requirements have been completed, including the oral defense and technical review of the manuscript.

NOTE: November 1st is the deadline by which oral defense must have occurred in order to be eligible to graduate in the December commencement.

NOTE: Extended research taking place in the spring semester must be defended by April 1st in order to be eligible to graduate in the May commencement.

Final Steps

(July – November for on-ground and online cohorts)

- Final draft submission to the Doctoral Committee (incorporating any further instructions given at the end of the defense).
- Receive Doctoral Committee approval to enter into the Technical Review stage.
- Technical Review Stage with the Doctoral Research Coordinator.
- Upload final manuscript to ProQuest.

November 1st or April 1st are the respective deadlines for oral defense to occur, after which the technical review is to be completed, in order to be eligible to graduate in the December or May (in the case of extended research) commencement ceremonies. An "IP" grade will remain on EG 8033 Dissertation Research until successful completion of the oral defense and technical review. Should it become necessary to go into extended research, students will register for one credit hour per semester of EG 804V. Students in extended research will not be required to pay the commencement fee again.

December (or May, in the case of extended research): Commencement and scheduled conferral date of the degree.

Doctoral Committee

Each student team will be assigned a Doctoral Committee that will be responsible for providing oversight, guidance, and final approval of the doctoral research, and ultimately determining whether or not a student graduates from the doctoral program or fails to fulfill all the expectations and requirements of the program. Doctoral Committees are comprised of three or more Ed.D. faculty and are assigned by the Director of the Ed.D. Program, in accordance with their background, knowledge, and expertise.

Doctoral Research Advisor

The role of the Doctoral Research Advisor is to to do following:

- Provide primary faculty oversight and guidance for the doctoral research team and project.
- Meet with the team as needed to provide research guidance and answer questions.
- Serve as the primary reviewer of the manuscript and all draft submissions and when ready, grant team approval to submit to the Doctoral Committee.
- Monitor and advise the doctoral research team in respect to their 'pace' with the dissertation timeline.
- Monitor contributions of each team member and address deficiencies, assist with building team cohesion, and assist with team conflict.
- Serve as Chair of the Doctoral Committee for the research team.
- Report ongoing issues to the Ed.D. Director when appropriate.

Doctoral Committee

The role of the Doctoral Committee is to do the following:

- A. Review dissertation manuscript submissions in accordance with the dissertation timeline,
- B. Make suggestions for improvement of the manuscript,
- C. Advise students regarding any aspect of their research: conceptual framework, literature review, methodological procedures, research instruments, analysis of data, conclusions, discussion, recommendations to the client, and recommendations for further research, and
- D. Provide final review of the doctoral research, including the oral defense.

The Ed.D. Director oversees doctoral committees and conducts a high-level review of submissions when the proposals and final manuscripts are received by the committee.

Agreement to serve on a Doctoral Committee signifies acceptance of the scope of the research requested by the client, including the potential methodology and data collection strategies that have already been agreed upon by the client and the university. Committee members are not empowered to require the doctoral research team to expand the research outside the bounds of what has been previously agreed upon between the client and the university, without unanimous approval of both the committee and the client.

This committee will review manuscript drafts and will be responsible for making the final determination of satisfactory or unsatisfactory performance in EG 8033. All of the members of the Doctoral Committee must approve the final research manuscript and each doctoral research team member's performance as "satisfactory" in order for the students to have successfully completed EG 8033 and the doctoral research requirement. If the final research manuscript and each team member's performance are not approved by unanimous consent of the Doctoral Committee then this will necessitate that the student(s) involved complete modifications as directed by the committee, and/or complete a remediation plan approved by the Director of the Ed.D. Program, and/or join a future cohort at the appropriate juncture to engage in another doctoral research assignment or be dismissed from the program.

Appeal of Doctoral Committee Decisions

Students may appeal the decision of the Doctoral Committee to the Dean of the College of Education within 14 days of receiving the decision. Appeals should be submitted in writing and be accompanied by any documentation, papers, and other evidence that the student feels is

appropriate to support the appeal. The written appeal should be specific in outlining how the decision of the Doctoral Committee and/or the Director of the Ed.D. Program is not appropriate. Upon submitting the written appeal, the student may also request a meeting with the Dean to discuss the matter, which the Dean may or may not grant, in the Dean's sole discretion. The Dean may, at the Dean's sole discretion, choose to resolve the conflict between the student and the committee and/or Director, or choose to make the final decision in response to the appeal on behalf of the College of Education. If the student is unsatisfied with the decision of the Dean, then further appeal may be made with 14 days of the Dean's decision by submitting a written appeal to the Associate Provost for Graduate Studies. The decision of the Associate Provost for Graduate Studies shall be final.

Appeals of Doctoral Committee decisions that pertain to violations of the Academic Integrity Policy may be appealed in accordance with that policy (see Academic Integrity Policy below).

Institutional Review Board (IRB)

Students are required to gain approval from Lipscomb's IRB prior to conducting research involving human subjects. Each doctoral research team will submit a research application to the IRB and receive IRB approval prior to collecting any data.

Information about Lipscomb's IRB and what is required for the IRB submission can be found at the following link: <u>http://www.lipscomb.edu/research/IRB</u>

Teams are to send their electronic submission to the chair of the IRB at <u>irb@lipscomb.edu</u> and to their Doctoral Research Advisor or the submission will NOT be accepted.

Research Defense

Generally speaking, oral research defenses are scheduled no earlier than two weeks following receipt of approval to defend by the Doctoral Committee.

In order to participate in the December commencement, the oral defense must be successfully completed by November 1st. Students in extended research must complete oral by April 1 in order to be eligible to graduate in the May commencement, or July 1 in order to have their degree conferred in August, although there is no summer semester commencement.

The oral defense and presentation to the Doctoral Committee and client will be scheduled by the Doctoral Research Coordinator. Students may choose to defend in person or via Zoom. The date selected is contingent upon availability of all members of the Doctoral Committee and the doctoral research team. If in person, the room where the defense will occur varies in size depending upon classroom availability but will generally seat 25 to 50 people and the doctoral research team may invite guests accordingly. It is advantageous for the client to be present; however, if the client is unavailable on the selected date, then it will be necessary for the team to schedule an alternate date and time to present to the client. It is required for at least one member of the Doctoral Committee (preferably the Doctoral Research Advisor) to be present during a separate presentation to the client.

Presentations should last between 30 to 45 minutes with each team member participating as equally as is feasible. All handouts, PowerPoints, and visuals used to display information should be reviewed thoroughly for technical accuracy before the presentation. Presentation documents will be held to scrutiny by the Doctoral Committee and should reflect the same high standards expected during the program.

Following the presentation, the Doctoral Committee will ask questions of the team and then the Client will be afforded the opportunity to ask questions. Once the question and answer period is finished, the Doctoral Committee will excuse themselves from the room for a period of

deliberation. Once finished, the committee will return to the room to discuss the outcomes of the deliberation along with further instructions for the doctoral research team. In most cases, the committee will issue further instructions for adjustments, edits, or enhancements to the manuscript identified during the oral defense. Instructions will include summary of further responsibilities pertaining to the required completion of the technical review stage.

Policy Regarding Release of Manuscript to Clients or Other Third Parties

At no point should a dissertation manuscript (in part or whole) be released to a client or to a third party until after the defense and the completion of the technical review of the manuscript.

Using Transcription Services or Third Party Editors and Confidentiality

It is common in research for the researcher(s) to utilize a transcription service or a third party to edit a manuscript prior to submission or publication. Should doctoral students utilize such services, it is the responsibility of the students engaged in the research to ensure that confidentiality of the client, research data, and any other material connected with the research is maintained and respected.

Students are required to write their own manuscript and use of a third party service should be for editing purposes only. To do otherwise is an act of academic dishonesty (see Academic Integrity Policy) and is subject to appropriate disciplinary actions.

Technical Review of Final Manuscripts

Completion of the technical review process is a requirement to complete the program and to <u>participate in commencement</u>. The technical review is a lengthy but necessary stage of the dissertation process. Once a team has defended its research and implemented further instructions from their Doctoral Committee stemming from the defense, the team will submit one final polished version of the manuscript to the committee. The committee will review this submission with intent to approve it for entry into the technical review stage. Once committee approval is received, the doctoral research team will work collaboratively with the Doctoral Research Coordinator who must grant approval for the manuscript to pass technical review.

Technical review of manuscripts will take place in the order received and teams are required to be responsive to revision requests (generally revisions should be made within one week of the request from the technical reviewer).

A \$100 Technical Review Fee will be charged to each student's account during the final summer semester of enrollment in the program. Students should anticipate that it will take many weeks for all dissertation manuscript revisions to be completed and finalized.

Incomplete or delayed technical revisions of a manuscript could result in a delay in graduation for the doctoral research team.

Extended Research

Doctoral research is designed to be completed during the second year of the program (or third year for students in the online program), and prior to the cohort's anticipated commencement. Students engaged in research needing a longer period of time for completion (for whatever reason) must submit a written request for an extension to the Director of the Ed.D. Program. The maximum extension that may be granted by the director is one calendar year (3 semesters).

Further extensions must be approved by the students' doctoral committee and the Dean of the College of Education. To attain such approval, the student must demonstrate progress and submit a satisfactory plan of work to their doctoral committee and the Dean. If the doctoral committee and Dean determine that the student(s) have attained insufficient progress, then the student may be dismissed from the program.

Students in extended research must register for EG 804V Special Topics – Extended Research for each semester during the extension. Students will be individually responsible for the tuition and other costs associated with such course, irrespective of the reason(s) for any such extension.

Research Assignment Restarts

Students who receive a grade of Unsatisfactory (U) in or drop a dissertation course (EG 8013, 8023, or 8033) and/or stop-out of the program during the dissertation process must submit a written request to the Director of the Ed.D. Program for reinstatement with a future cohort. If approval for reinstatement is granted, the student will be required to re-start the 9-credit hour dissertation sequence with another cohort. Depending upon the juncture at which the student is readmitted to the program, the student will likely be required to pursue an independent route for dissertation research rather than be assigned to a dissertation team. This will likely be the case if the student is readmitted to another cohort following that cohort's first semester in the program.

Assignment to Alternative Doctoral Research

The nature of research is such that sometimes a project fails or simply does not work out for an unlimited number of potential reasons. Researchers (doctoral students or otherwise) must accept the fact that no matter how far they may get into a research project, there is always potential that they may hit a dead-end or an unrecoverable problem or insurmountable obstacle that requires them to either significantly reshape their research or to abandon the research goal altogether.

In the event that a doctoral research team faces any of these challenges, the Director of the Ed.D. Program will work with the team's Doctoral Research Advisor and client (if the client is willing) to either significantly reshape the research such that it is acceptable to all parties, or to assign the Doctoral Research Team to Alternative Doctoral Research.

Assignment to Alternative Doctoral Research will be done only as a last resort after all reasonable efforts have been exhausted to attain the original research goal of the original research. Alternative Doctoral Research will require the same level of expectations for a doctoral research project as the original dissertation assignment. Depending upon when this assignment is made, the circumstance may subsequently result in a research time frame that extends beyond the cohort's original anticipated graduation date. Such a circumstance will necessitate the students involved registering for EG 804V Special Topics - Extended Research for each semester that the research is extended. Students will be individually responsible for the tuition and other costs associated with such course, irrespective of the reason(s) for assignment to Alternative Doctoral Research.

The Dissertation Manuscript

The final manuscript for the doctoral research will be a minimum of 150 pages of double-spaced text (APA Style) plus preliminary and supplementary pages. The final document file must be in modern MS Word Format.

The following outline may serve as <u>a guide</u> for students in organizing their final manuscript.

Title Page

Approval Page (Doctoral Committee; see example on last page of student handbook)

Acknowledgments Page

Abstract Page (150 to 250 words)

Table of Contents Page

List of Figures/Tables Page

Chapters

- 1) Introduction
 - The research topic, history, and background
 - The research problem
 - The purpose statement
 - The research question(s)
 - Theoretical/conceptual framework/perspective guiding research
 - Scope and bounds (or "Delimitations"; NOT limitations)
 - Significance of the study
 - Definitions, symbols, abbreviations, nomenclature
 - Summary
- 2) Literature Review
 - A review of previous research and research methodologies related to the topic
- 3) Methodology
 - Purpose statement
 - Research questions
 - Research design (with brief statement of data sources and collection methods)
 - Research Hypotheses (if applicable)
 - Variables in the study (if applicable)
 - Description of research population and sample populations/participants (include description of sampling procedures, size of population(s), demographic information, voluntary participation, risk, confidentiality or anonymity, etc.)
 - Data Collection Procedures (provide detail of the sequence and steps taken for data collection including quantitative and/or qualitative data gathering methods utilized)
 - Description of Research Instrumentation (such as questionnaires) and derivation of those instruments. Note: description goes here but the actual instruments go in the appendix
 - Pilot/field Testing: Description of how the team pilot/field tested its instruments (if applicable)
 - Description of other methodologies such as interviews, focus groups, and observations. Note: description goes here, but actual questions or rubrics go in the appendix
 - Procedures for data analysis: Describe how quantitative and qualitative data was analyzed (statistical software, statistical tests to be utilized, transcribing, coding, categorizing, etc.)

- Disposition of the data after the study has concluded
- 4) Findings and Analysis
 - Reporting of what the data revealed
 - Organized presentation of the data
 - Describe results and findings for hypothesis, if applicable
 - Other Results (non-hypothesized results)
- 5) Conclusions and Discussion
 - Summary
 - Research questions and answers based upon findings revealed in chapter 4.
 - Relationship of findings to previous research (tie it back to literature review)
 - Discussion and Conclusions (inferences from the data; what can be inferred or learned from comparing the team's findings AND previous research?)
 - Limitations of the study
 - Recommendations to the client
 - Recommendations for further research
 - Reflections

Supplementary Pages

- References
- Appendices
 - Informed consent form/letter (if needed)
 - Informed assent form/letter (if needed)
 - Apparatus and/or instruments to be used (include questionnaire, interview questions, focus group questions, etc.) Each item is in a separate appendix.
 - Documentation from the client granting permission and access for research (Memorandum of Understanding, etc.), unless the client requests anonymity, in which case the appendix item should state: Memorandum of Understanding is on file in Lipscomb University's Doctor of Education office.
 - Certificate for successful completion of the Collaborative Institutional Training Initiative (CITI) Social-Behavioral-Education (SBE) Human Subjects Research course (www.citiprogram.ord) for each team member (if needed).
- IRB approval

Elements and Style of the Dissertation Manuscript

In general, the writing style to be used for the final written manuscript of doctoral research follows guidelines laid out by the *American Psychological Association (APA) Manual (7th Ed.)* unless the guidelines to follow are different. The Ed.D. Student Handbook guidelines supersede the APA manual in instances where the two conflict.

Citation – The Ed.D. Program Standard

When including another person's or source's words or ideas, whether it be through quotation or paraphrase, the author's last name with a date citation should precede and introduce the material to which it applies. Please use pronouns appropriately. For example:

Marzano (2010) reminded us of two important aspects to keep in mind when considering the practice of formative assessment. Formative assessment is intimately tied to the formal and informal processes in classrooms. He stated, "It would be a contradiction in terms to use 'off the shelf' formative assessment designed by test makers" (p. 9).

The author's last name is introduced and immediately followed by the parenthetical date citation, as the material is introduced. The page citation follows the quote or paraphrase.

Note: APA style suggests a parenthetical citation (last name, date, & page #) at the end of the material to which it applies. <u>This does NOT meet the Ed.D. Program Standard</u>.

Margins

The standard page size is 8.5 by 11 inches. Margins should be 1 inch wide on the left, right, top, and bottom. All images must fit within these margins, including the page number.

Justification

In general, text is to be left-justified throughout the document.

Pagination

There are two types of pages and two numbering systems to be used.

Use lowercase Roman numerals for preliminary pages (approval page, acknowledgements page, abstract, table of contents, list of tables and figures). The title page has no number; therefore, the first page following the title page (the approval page) starts with Roman numeral ii.

For the pages of the text itself, starting with chapter 1 and including all supplemental pages (references, appendices, etc.), use Arabic numerals. Page numbers appear in the top right corner of the text per APA Style.

Person

Generally, a research manuscript should avoid over-usage of first person pronouns and authors should be aware that many scholarly journals and many within the traditional research community prefer it be completely avoided. Some editors treat the issue with zero-tolerance.

However, one of the primary objectives of any research manuscript is clarity and there are numerous examples of how avoidance of first person pronouns adds to confusion. This is not always easy to discern. It is not always correct or always wrong to use first person. With that in mind, use of first person is acceptable within the doctoral research manuscript as long as the authors are seeking clarity with its usage.

Research teams with multiple members may use "we" to describe themselves, but they should be careful not to over-generalize the use of the pronoun "we" such that it could be interpreted to include the reader and/or professionals within a certain field in addition to the author(s). Clarity is the primary objective.

Tense

The author(s) should use care in correct usage of past and present tense throughout the manuscript. Generally, the manuscript through the analysis section (Chapter 4) should be past tense in reporting what was planned, what was found in the literature that prior authors/researchers previously did and reported, what occurred in the team's research, and what the findings were, while conclusions, implications, and recommendations (Chapter 5) are generally present and/or future tense.

For the purposes of this accelerated Ed.D. program, students are allowed to follow the above prescribed usage of tense from beginning to finish. This means that even when students are working on the proposal, they should write in 'past tense' so that they do not have to go back and re-write it into past tense at a later date.

Figures and Tables

Figures and tables should appear in the body of the text unless they are too lengthy or distracting, in which case they should be placed in the appendices and referred to in the text. A table or figure (including footnotes) may be incorporated into the text as long as it fits on one page. Tables and figures should be introduced in the narrative and should appear as soon after the first specific mention as is practical and should be separated from the text by an extra space.

To accommodate large figures or tables, it is sometimes necessary to place them in the horizontal orientation on the page. In such instances the margins and page numbers must remain consistent with the rest of the manuscript. Tables that must appear on a page in horizontal format must be turned into a picture and rotated on a portrait oriented page.

Tables and Figures should be uniquely titled and referred to in the text with a numeric designation. Examples: "Table 1 reveals..." and "Figure 2 shows..." Avoid usage of non-specific wording such as "The following table shows..." Do not refer to tables or figures in parentheticals. Do not use phrases such as "see table #" or "see table # below."

Each table and figure should be specifically introduced in the text while adhering to APA guidelines. Discuss the highlights and what is important about the table/figure and avoid reproducing everything contained in the table/figure in the text. Doing so invalidates the need for the table or figure.

Careful use of lines will help the reader distinguish various parts of tables. Follow the APA Manual recommendations for line usage within tables. Table notes should include sources, notes about the table, notes about specific parts of the table, and notes regarding the level of probability (i.e. * for p < .05; ** for p < .01; *** for p < .001). The asterisk(s) appears next to the p value, and the explanation appears as a footnote to the table.

Chapters

Each chapter of the manuscript (i.e. Introduction, Literature Review, Methodology, Findings and Analysis, Conclusion and Discussion, References, Appendices) should begin on a new page and receive a Level One Heading. Other headings should be level two, three, etc.

Style and Voice

One of the major challenges of team-written research is to bring the final manuscript together avoiding multiple, distinctly different writing styles. Pre-planning and group consensus is important to align writing styles. Final editing should also align major differences in style.

Alternative Manuscript Format for the Client

It is possible that the client may request an alternative manuscript format for their purposes. Within reason, the dissertation research team is expected to meet the client's needs and produce a copy of the manuscript in the format requested.

Group and Individual Assessment in Courses and in Dissertation Research

Course assignments may involve either individual or group work as assigned by the instructor. Group assignments will generally receive a group grade; however, an individual assessment and grade may be made at any time at the instructor's discretion. Individual assessment during group-work assignments is typically used when there is concern about whether an individual student is failing to contribute appropriately to the group work or their contribution to the groupwork falls substantially short of doctoral expectations. The potential for individual assessment also applies to dissertation research. Should a concern arise in a group assignment, instructors may request of each student (course assignment or dissertation) to produce to the instructor their individual contributions.

NOTE: students should draft and save substantive individual contributions separately from programs such as "Google-docs" so that they can respond to an instructor's request to easily see those contributions.

Academic Standing

The Ed.D. program is an accelerated, cohort-based, doctoral program with courses offered in a lock-step sequence. Subsequently, the academic standing policies differ from other graduate programs due to the very tight course sequence, the qualifying review process, the collaborative doctoral research process, and time to program completion.

Ed.D. students must remain in good academic standing, as defined by the Lipscomb University Graduate Catalog, throughout their enrollment. To remain in good academic standing, Ed.D. students must maintain a minimum of a 3.00 cumulative GPA and also a 3.00 GPA on the most recent 12 semester hours of work. Failure to remain in good academic standing will result in dismissal from the program. A 3.0 GPA must also be maintained to be eligible for financial assistance.

For Ed.D. students, remaining in good academic standing includes passing the qualifying review for the Ed.D. Program, which evaluates each student's demonstrated preparedness to succeed in highly collaborative doctoral research; however, GPA is considered only one indicator of success, and students <u>should not assume</u> that meeting a minimal GPA standard alone will result in passing the qualifying review or remaining in good academic standing for the Ed.D. program. Other factors such as the student's demonstrated ability to write at a doctoral level, attitudes and disposition for effective educational leadership, and ability to successfully engage in collaborative research are also considered as part of the qualifying review and necessary for continued success in the doctoral research process following that review (See Successful Engagement in Collaborative Research).

A student who has been dismissed from the Ed.D. Program for academic standing reasons may take other approved graduate level course-work in order to correct a GPA issue or pursue a remediation plan approved by the Dean of the College of Education that may have been imposed to correct another issue that resulted in dismissal from the program or from a cohort. Once the student has regained good academic standing in respect to the GPA or successfully completed an approved remediation plan stemming from another issue(s), the student may submit a request in writing to the Dean of the College of Education seeking approval to rejoin another cohort at the appropriate juncture, pending space availability. The Dean will evaluate all the evidence in order to assess the student's demonstrated likelihood of success in the program with another cohort and communicate in writing to the student the decision for acceptance or denial of re-admission. Depending upon the juncture at which the student is readmitted to the program, the student will likely be required to pursue an independent route for dissertation research rather than be assigned to a dissertation team. This will likely be the case if the student is readmitted to another cohort following that cohort's first semester in the program.

Appeals of Academic Standing Decisions

Appeals to academic standing decisions should be made in writing to the Associate Provost for Graduate Studies, and should be accompanied by any documentation, papers and other evidence that the student feels is appropriate to support the appeal. Appeals must be received no later than 4:30 pm on the Monday of the week before classes begin for the term during which

the student wishes to be readmitted. The decision of the Associate Provost for Graduate Studies shall be final.

Academic Integrity Policy and Appeals

Because Lipscomb's primary mission is to integrate Christian faith and practice with academic excellence, integrity is vital in this doctoral program from faculty and students. Though academic integrity is expected at all levels of education, students at the doctoral level in particular who are pursuing a terminal degree in their discipline should be models for the rest of the university community.

Both faculty and doctoral students commit to

- Uphold the values of the Lipscomb University community,

- Not lie, cheat, or steal in their academic endeavors, (nor will they accept the actions of those who do), and

- Conduct themselves responsibly and honorably in all activities.

Academic Integrity violations can occur in many forms. Examples may include, without limitation, plagiarism, fabrication, falsification, forgery, lying, deception, cheating, bribery, sabotage, impersonation, duplicate/multiple submission, false statements, false citations, unauthorized collusion, misrepresentation, conspiracy, concealing dishonesty, fraud, damage to intellectual property, causing damage to others through unprofessionalism, purchasing academic work that is then submitted as one's own work, and assisting others/complicity with acts of academic dishonesty. In general, the terms of the university's Academic Integrity Policy (which can be found on the university's website) will be followed with respect to any alleged violations that occur in the Ed.D. program, except as set forth below.

Because of the prevalence of academic integrity violations in higher education today, students should be aware that assignment submissions made in courses and submissions for dissertation research (at every stage of the research) may be run through plagiarism detection software.

For the purposes of the Doctoral of Education Program, academic integrity violations generally occur in one of three contexts, as follows:

Scenario A: Faculty Member Observes or Discovers Academic Integrity Violation When a faculty member directly observes or discovers a possible violation in the classroom,

during an assignment, or in the grading process:

- The instructor should privately confront the student with the apparent violation, present whatever evidence there may be to demonstrate that a violation may have occurred, explain the severity of the apparent violation, and ask the student to respond. Instructors should document in writing the content and results of this meeting along with whatever evidence there is to support the allegation.
- If the instructor decides that no violation has occurred, or if the student satisfactorily explains suspicious actions or evidence, the matter should be dropped — no further action is necessary.
- 3) If the instructor decides that a violation worthy of sanction has in fact occurred either because the student admits the violation or because the student denies the allegation without providing a satisfactory explanation — the instructor should complete and sign Section A of the "Faculty Disposition of Academic Integrity Violation" form and have the

student complete and sign Section B of that form.

If the doctoral student does not return a fully signed and completed copy of the form within 14 calendar days of receipt, the proposed academic penalty specified on the form will be deemed to be the final resolution of the matter and will be enforced by the university. If the doctoral student returns a signed copy of the form within 14 calendar days, indicating that he or she does not agree with the alleged violation and wishes to appeal the decision, the matter will be referred to the Integrity Council for a hearing.

The completed form should be sent to the Chair of the Integrity Council and the Director of the Ed.D. Program immediately.

Scenario B: A Third Party Notifies the Instructor of Academic Integrity Violation When a third party alleges to an instructor that violation has occurred:

- The instructor should attempt to gather evidence either confirming or refuting the allegation. Allegations brought by students should never be ignored, even if they seem difficult or impossible to prove. To do nothing is to abdicate one's professional responsibility to one's students and one's university.
- 2) If the instructor cannot develop evidence to support the allegation, the instructor should meet privately with the accuser, describe what steps were taken in response to the allegation, and explain why sanctions were not administered. The instructor should also describe what steps will be taken, if possible, to prevent the alleged behavior from taking place in the future.
- 3) If evidence of impropriety does surface, the instructor should privately confront the doctoral student with the apparent violation, present whatever evidence there may be to support the allegation, explain the severity of the apparent violation, and ask the doctoral student to respond. Instructors should document in writing the content and results of this meeting along with whatever evidence there is to support the allegation.

If the instructor decides that a violation worthy of sanction has in fact occurred — either because the doctoral student admits the violation or because the student denies the allegation without providing a satisfactory explanation — the instructor should complete and sign Section A of the "Faculty Disposition of Academic Integrity Violation" form have the student complete and sign Section B of that form.

If the doctoral student does not return a fully signed and completed copy of the form within 14 calendar days of receipt, the proposed academic penalty specified on the form will be deemed to be the final resolution of the matter and will be enforced by the university. If the doctoral student returns a signed copy of the form within 14 calendar days, indicating that he or she does not agree with the alleged violation and wishes to appeal the decision, the matter will be referred to the Integrity Council for a hearing.

The completed form should be sent to the Chair of the Integrity Council and the Director of the Ed.D. Program immediately.

Scenario C: Academic Integrity Violation Occurs with Dissertation Research

Dissertation research is conducted toward completion of the highest level of academic achievement in pursuit of a terminal degree. Dissertation research work should demonstrate understanding of the highest levels of academic integrity. Violations of academic integrity at this level are very serious matters given the utmost attention by doctoral faculty and committees.

If an academic integrity violation occurs in conjunction with a student's or team's dissertation research at any stage of dissertation development (EG 7173, 7146, 8013, 8023, or 8033), then the issue will be presented to the appropriate Doctoral Committee and the Director of the Doctoral Program for full investigation and consideration. If the Doctoral Committee decides that a violation worthy of sanction has in fact occurred, then the committee will make a recommendation to the Director regarding the sanction to be imposed. In the case of dissertation research teams, the Doctoral Committee will investigate and determine whether the sanction applies to the whole team or if differentiation of responsibility and the sanction imposed is warranted.

The Director will then complete and sign Section A of the "Disposition of Academic Integrity Violation Involving Doctoral Research" form (found in the Office of the Provost section of <u>myLipscomb</u>) and have the student(s) complete and sign Section B of that form.

If any doctoral student returns a signed copy of the form within 14 calendar days indicating that he or she does not agree with the alleged violation and wishes to appeal the decision, the matter will be referred to the Integrity Council.

Attendance

Regular class attendance in on-campus courses is a necessary prerequisite for success in doctoral studies. Any significant portion of class time missed may be considered a partial to total absence at the discretion of the instructor. Thus, students are expected to attend classes regularly and punctually.

If for any reason a student is attending a class via Zoom, then the student is required to attend with their camera on, and focused on and engaged with the class session as if they were sitting in actual classroom. Students attending via Zoom should NOT be driving, working, or engaged in other activities that would divert the student's attention away from the class session. Failure to adhere to these guidelines may result in being marked absent from the class.

In an 8-week course, students are allowed two absences maximum (for any reason). A third absence will result in needing to drop the course or receive a failing grade. In the Summer Semester there is a 7-week course and students are allowed only one absence maximum.

In a hybrid course that meets on Saturdays, attendance is expected at each Saturday session. Missing a Saturday session is a serious matter but will be handled on a case-by-case basis by the instructor. Missing more than one Saturday session will result in needing to drop the course or receive a failing grade.

If it becomes necessary to miss a class, then you should notify the instructor as far in advance as possible.

NOTE: There are consequences for any absence including lost attendance/participation points and potentially other points associated with what was happening during the class in question.

Dropping or Failing Courses

Dropping or failing one or more courses in the Ed.D. program will result in the need for the student to stop-out of the program and submit a written request to the Director of the Ed.D. Program to join another cohort at the appropriate stage of the program to retake the course(s).

Students who drop or receive a grade of Unsatisfactory (U) in a dissertation course or stop-out of the program during the dissertation process must re-start the 9-credit hour dissertation

sequence with another cohort. Students should consult the Graduate Catalog for further policies pertaining to dropping courses and readmission.

Email Accounts

All graduate students are issued a Lipscomb email account. This is the primary account that will be used by university personnel to communicate with students, and students will be held responsible for any assignments or other information sent to their Lipscomb email account. That email must be checked regularly - for campus information, class announcements, communication from instructors etc. The student may forward his/her Lipscomb email to an account that he/she checks daily.

<u>Grades</u>

Grades in Ed.D. courses will be based on the following scale:

A = 94 - 100% B = 86 - 93% C = 77 - 85% F = 76% and below

Graduation

All course and dissertation process requirements (including technical review) must be successfully completed in order to graduate from the program and/or to participate in commencement. Students must register for GN 999X the semester in which all coursework will be completed for graduation. Students who do not file their Intent to Graduate form in the Registrar's Office by the end of the first week of their last semester may be delayed in graduating. Graduate students receiving degrees are hooded during the May and December commencement exercises. August graduates are recognized at the December commencement.

ID Cards

All Ed.D. students must have a Lipscomb ID card. Students taking any course work on campus who do not have an ID made will be placed on hold and not allowed to register for the next term.

Library

Beaman Library offers many resources including 100+ databases, 120,000+ e-books, and 180,000+ print books and periodicals, all available to Lipscomb students. Within the Library, students will find group study rooms, individual study carrels, and casual seating areas for quiet study. The Library holdings are accessible through the online catalog of Lipscomb Libraries and may be accessed at <u>library.lipscomb.edu</u>. Beaman Library also provides computers, student printers, copiers, ipad checkout, scanning, phone charging stations, and free interlibrary loan services. Color copying, color printing, and faxing are available for .50 a page. A student may receive one-on-one research help at the Reference Desk either in person or by phone at <u>615</u> <u>966-6037</u>.

<u>Parking</u>

All graduate students who park on campus must register their vehicle and have a Lipscomb parking sticker.

Registration

Ed.D. students will receive email instructions each semester regarding registration for Ed.D. courses. Students will be able to register for classes at myLipscomb on the web using a registration PIN provided by the Ed.D. office.

Professional Attitude and Disposition Policy

The Doctor of Education program seeks to provide doctoral students with a high-level doctoral experience that will result in doors being opened for educational leadership opportunities. The program seeks to prepare students to effectively work in complex educational environments with diverse communities (students, faculty, staff, administration, etc.). Students are expected to demonstrate professional disposition at all times during enrollment in the doctoral program.

Student behavior should always be ethical and respectful toward everyone within the program, the university, and the education community. Doctoral students preparing to be educational leaders must demonstrate a sense of fairness, a belief that all students can learn, a commitment to responsible analysis of complex issues, a professional approach to conflict management and resolution, and poise in the face of emotional issues or circumstances.

Ed.D. students should demonstrate a commitment to effectively work in collaborative environments and be self-reflective of their own effectiveness and performance level when it comes to their engagement in collaborative assignments. Ed.D. students should also be willing to assess when it is time to remove themselves from collaborative work if they consistently demonstrate an inability to effectively engage in such work. Professional disposition at the doctoral level also includes being professionally accepting and responsive to critical review and professional feedback.

Failure to maintain professional dispositions may result in a plan of action approved by the Director of the program or dismissal from the program.

Enrollment in Lipscomb's Ed.D. program is a privilege that requires the highest level of professionalism from enrolled students. The nature and depth of discussion in doctoral courses, whether in face-to-face classrooms or online, requires a safe environment whereby students conduct themselves with the highest level of respect for each other. Discussions, submissions, or presentations in any course are to be considered confidential within the class and under no circumstances should any sensitive written or oral discussion be disseminated or used beyond the classroom without the consent of the student(s) involved in the discussion if that discussion or information could potentially cause harm to the student(s) in any way. Failure to conduct one's self appropriately in this matter may result in dismissal from the Doctor of Education Program.

Student Grievance/Complaint Process

Following is a student grievance/complaint process for issues not covered under other sections in this handbook (see earlier sections for specific policies pertaining to academic standing, qualifying review, academic integrity violations, or decisions of one's doctoral committee).

A student wishing to lodge a written complaint about any university office or service is invited to meet with the Associate Provost for Graduate Studies, who will maintain a log of all written student/grievance forms denoting resolution/outcome of the issue. If the complaint or grievance is related to a specific course or instructor, the matter should be addressed first with the instructor. If that interaction is unsatisfactory, the student should take the complaint to the department chair (Ed.D. Director). Should the concern remain unresolved, the student may directly contact the office of the dean of the college in which the department resides.

After completing the above procedure, any appeal of a course grade must be filed in the Provost's Office within 60 days following posting of the grade to the student's record. In no case

may a student appeal a grade that has been recorded on the transcript for as long as twelve months. In accordance with the university's commitment to academic freedom, students are encouraged to examine all pertinent data, question assumptions, and guided by the evidence of research, freely study the substance of each academic discipline. Any student who perceives that this right has been violated may file a formal grievance through the Provost's Office.

LIPSCOMB UNIVERSITY College of Education Statement of Complaint/Appeal

Date Submitted:	Received by:	on
Complaint/appeal is in rela	tion to which program?	entative of Lipscomb University
Program Director:		
Complainant's Name:		L#:
Home Address:		
Phone:		
Statement of Problem:		
(Additional pages may be sig	ned and attached.)	
How would you like this is	sue or problem resolved?	
Complainant Certification as I know them.	n: I certify that the facts pre	esented in the complaint/appeal are true and corre
Sig	nature	Date
Final Disposition:		
Signature of Program I	Director	Date
Signature of Dean of th	e College of Education	Date

Example of Approval Page

This doctoral research, directed and approved by the Doctoral Committee, has been accepted by the Doctor of Education Program of Lipscomb University's College of Education in partial fulfillment of the requirements for the degree.

(Title of Doctoral Research)

By

(Name of Student)

(Name of Student)

(Name of Student)

for the degree of

Doctor of Education (Ed.D.)

Doctoral Committee

Name, degree Doctoral Program Director

Name, degree Ed.D. Doctoral Research Advisor

Name, degree Doctoral Committee Faculty Member

Name, degree Doctoral Committee Faculty Member

Name, degree Doctoral Committee Faculty Member

(spacing may vary slightly from this sample.)

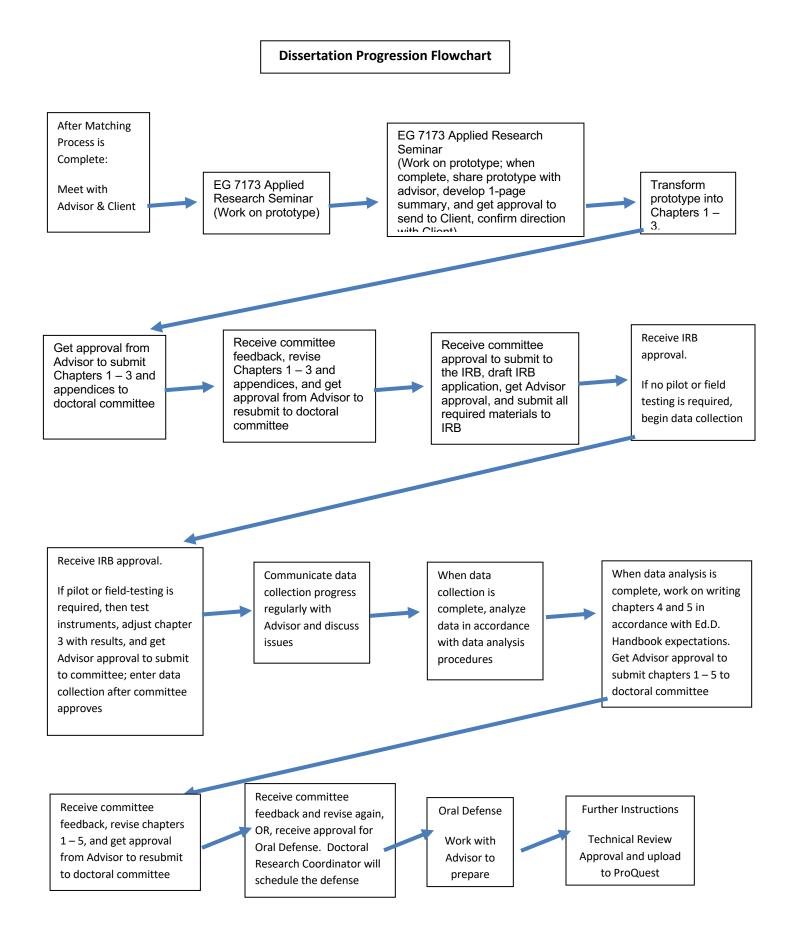


EXHIBIT D

Intellectual Property Policy



Responsible Office: Effective Date: *Office of Research and Grants August 1, 2024*

INTELLECTUAL PROPERTY POLICY

REASON FOR THE POLICY

The purpose of this policy is to:

- Encourage research, creation, and innovation;
- Promote the dissemination of protected Intellectual Property for commercial development;
- Specify individual and institutional ownership and property rights of Intellectual Property;
- Provide for income distribution or other benefits that encourages ongoing innovation; and
- Ensure ongoing compliance with federal regulations and Externally Funded Research or Sponsored Program requirements.

APPLICABILITY OF THE POLICY

This policy is applicable to the following individuals (each, a "Covered Person"):

- Any employee of Lipscomb University ("Lipscomb"), including any full- or part-time faculty, staff, or student-worker of Lipscomb;
- Any individual or entity who provides services to Lipscomb pursuant to a work-for-hire, independent contractor, or other similar agreement or arrangement with Lipscomb;
- Any student enrolled in any full- or part-time program of study at Lipscomb, regardless of employment status with Lipscomb while enrolled; and
- Any individual who is not employed by or affiliated with Lipscomb but utilizes Lipscomb facilities, equipment, and/or other resources, including, without limitation, individuals conducting research on- or off-campus, except for individuals who provide services solely to external third parties who lease space on campus from Lipscomb.

DEFINITIONS

Capitalized terms that are used but not otherwise defined in this policy have the following meanings:

CFR means the Code of Federal Regulations.

Copyright means a protected work of authorship, such as writings, music, and works of art that have been tangibly expressed. The subject matter for Copyright protection is set forth in 17 U.S.C. § 102.

Creator or *Inventor* is the Covered Person(s) who Invented, authored, or were otherwise responsible for the creation, Invention or discovery of Intellectual Property.

CRO means Lipscomb's Chief Research Officer.

Derivative Work means a work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art

reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications, which, as a whole, represent an original work of authorship, is a *Derivative Work*.

Externally Funded Research or Sponsored Program means a grant or contract between Lipscomb and an external entity (such as a federal, state or local government, higher education institution, nonprofit organization, or for-profit entity) pursuant to which funding or other resources are provided to Lipscomb for the purpose of completing a specified project or program.

Federal Agency, as defined in 5 U.S.C. § 551(1), generally means each authority of the Government of the United States, whether or not it is within or subject to review by another agency.

Federal Award, as defined in 2 CFR § 200.1, has the following meaning, depending on the context:

- The Federal financial assistance that Lipscomb receives directly from a Federal Awarding Agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101; or (ii) the cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal Awarding Agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101.
- The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of Federal financial assistance in 2 CFR § 200.1, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations (48 CFR § 52.204-17).

Federal Award does not include other contracts that a Federal Agency uses to buy goods or services from a contractor or a contract to operate Federal Government owned, contractor operated facilities. See also the definitions of Federal financial assistance, grant agreement, and cooperative agreement in 2 CFR § 200.1.

Federal Awarding Agency, as defined in 2 CFR § 200.1, means the Federal Agency that provides a Federal Award directly to a non-Federal entity.

Instructional Materials means the content, assessment, and structure of the course and materials prepared in any form, including, without limitation, lectures, lecture notes, course syllabi, reading lists, exams, supplemental materials, assignments, study guides, bibliographies, visual aids, images (audio and/or visual), diagrams, slides, lab exercises, tools, simulations, multimedia presentations, web pages, digital media, or any combination thereof.

Intellectual Property means any Invention, discovery, improvement, Copyrightable work, Patent, Trademark, Trade Secret, and licensable know-how and related rights. *Intellectual Property* includes, without limitation, individual or multimedia works of art or music, records of confidential information generated or maintained by the university, date, texts, instructional materials, tests, bibliographies, research findings, organisms, cells, viruses, DNA sequences, other biological materials, probes, crystallographic coordinates, plant lines, chemical compounds, and theses. *Intellectual Property* may exist in a written or electronic (digital) form, may be raw or derived, and may be in the form of text, multimedia, databases, graphics, digital images, video and audio recordings, live video or audio broadcasts, performances, two- or three-dimensional works of art, musical compositions, executions or processes, film, film strings, slides, charts, transparencies, or other visual/audio aids.

Invention, as defined in 35 U.S.C. § 101, is any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof. An *Invention* is Patentable or may otherwise be protected under 35 U.S.C § 101 et seq., and may include any novel variety of plant which is or may be protectable under the Plant Variety Protection act (7 U.S.C. §2321 et seq.).

Net Income means all gross revenue, including, without limitation, royalties, received by Lipscomb with respect to Intellectual Property rights less all expenses incurred or encumbered by Lipscomb for the protection, development, administration, or transfer of such Intellectual Property, including, without limitation, registration or licensing costs, legal expenses, and costs associated with any external management entities.

ORG means Lipscomb's Office of Research and Grants.

Patent means a property right granted by the U.S. government to an Inventor to exclude others from making, using, offering for sale, or selling the invention throughout the United States or importing the invention into the United States for a limited time in exchange for public disclosure of the Invention when the Patent is granted.

Scholarly Work Product means any Copyrightable work product that is an artistic creation of which constitutes, or is intended to disseminate the results of, academic research or scholarly study. *Scholarly Work Product* may include, without limitation, books, Instructional Materials, theses and dissertations, articles, poems, musical works, dramatic works, pantomimes and choreographic works, pictorial, graphic, and sculptural works, or other works of artistic imagination. Software specifically needed to support a Scholarly Work Product or which is designed to disseminate the results of academic research and scholarly study is also considered a *Scholarly Work Product*.

Significant Use of Institutional Resources means the utilization of Lipscomb resources or facilities, which may include, without limitation, any of the following: the utilization of Lipscomb funding such as start-up or seed funding; release/reassigned time provided to a Covered Person pursuant to the terms of the Covered Person's employment contract (unless the terms of such contract expressly state that the Covered Person will own, together with any other applicable Creator(s), the Intellectual Property that is created, Invented or discovered in connection with such release/reassigned time); Externally Funded Research or Sponsored Program funding; Lipscomb facilities (including, without limitation, classrooms, laboratories, athletic spaces, music spaces, theater spaces, offices, or other physical space); Lipscomb educational or research equipment; and/or student workers; provided, however, that Significant Use of Institutional Resources does not relate to the utilization of Lipscomb's library facilities. In general, Intellectual Property created, Invented or discovered within the scope of employment or with substantive utilization of Lipscomb resources or facilities is considered to be created, Invented, or discovered through the Significant Use of Institutional Resources, while Intellectual Property created, Invented or discovered outside of the scope of employment and with no substantive utilization of Lipscomb resources or facilities is not considered to be created, Invented or discovered through the Significant Use of Institutional Resources.

Trade Secret means information that companies keep secret to give them an advantage over their competitors.

Trademark means any word, phrase, symbol, design, or a combination thereof that identifies the source of goods or services. Businesses and individuals use Trademarks with their goods or services so that customers recognize them in the marketplace and distinguish them from competitors.

U.S.C. means the United States Code.

USCO means the United States Copyright Office, a part of the Library of Congress.

Work for Hire means any of the following:

- A work prepared by an employee of Lipscomb within the scope of his or her employment;
- A work specially ordered or commissioned and which Lipscomb and the Creator(s) expressly agree in a signed, written instrument shall be considered as such; or
- Solely for Copyright purposes, a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire. For purposes of the foregoing sentence, a "supplementary work" is a work prepared for publication as a secondary adjunct to a work by another author for the purpose of introducing, concluding, illustrating, explaining, revising, commenting upon, or assisting in the use of the other work, such as forewords, afterwards, pictorial illustrations, maps, charts, tables, editorial notes, musical arrangements, answer material for tests, bibliographies, appendixes, and indexes, and an "instructional text" is a literary, pictorial, or graphic work prepared for publication and with the purpose of use in systematic instructional activities.

PROCEDURES

Ownership of Intellectual Property

Lipscomb Ownership of Intellectual Property

General Rule. Subject to the exceptions set forth below, Lipscomb shall be the sole owner of all Intellectual Property that is (i) created, Invented or discovered through the Significant Use of Institutional Resources, (ii) supported directly or indirectly by funds administered by Lipscomb, (iii) developed within the scope of employment by employees, (iv) agreed in writing to be a Work for Hire, or (v) assigned in writing to Lipscomb.

If applicable, the Provost, upon consultation with the CRO and General Counsel, will determine whether or not Intellectual Property has been created, Invented or discovered through the Significant Use of Institutional Resources based on information provided by the Creator(s) in the ORG Intellectual Property Disclosure Form.

Externally Funded Research or Sponsored Programs. Any Invention "conceived or first actually reduced to practice in performance" of a government-funded project is, in general, deemed to be owned by Lipscomb. See 37 CFR § 401.1. Any determinations regarding ownership of such Inventions, including assigning an exclusive license for federal use, shall be made by the Provost, upon consultation with the CRO and General Counsel. Inventions and creations under Federal Awards, regardless of the amount of funding received, are required to be disclosed to the Federal government within a reasonable period of time pursuant to 37 CFR § 401 et seq. All disclosures to Lipscomb must be reported on the ORG Intellectual Property Disclosure Form, and ORG will be available to assist in identifying the appropriate federal or agency-specific Intellectual Property disclosure form. If the Provost, upon consultation with the CRO and General Counsel, determines not to secure or protect Intellectual Property under the Federal Award, the Federal government may

secure or protect the Intellectual Property; provided, however, if the Provost determines to secure or protect such Intellectual Property, the Federal government shall be granted perpetual nonexclusive license(s) of all Intellectual Property. Creators must comply with all contractual requirements, terms and agreement clauses, and regulatory requirements of Externally Funded Research or Sponsored Programs.

Exceptions to Lipscomb Ownership of Intellectual Property

Scholarly Work Product. Any Scholarly Work Product shall be owned by the Creator(s) and not Lipscomb, and any revenue generated as a result of such ownership shall reside entirely with the Creator(s), unless such Scholarly Work Product was (i) created, Invented or discovered through the Significant Use of Institutional Resources, (ii) supported directly or indirectly by funds administered by Lipscomb, (iii) developed as part of an Externally Funded Research or Sponsored Program, (iv) agreed in writing to be a Work for Hire, or (v) assigned in writing to Lipscomb.

With respect to Scholarly Work Product (other than commercial textbooks) that is wholly owned by one or more Covered Persons and will be published, the Covered Persons shall use best efforts to secure a perpetual, royalty-free, nonexclusive, and nontransferable license from the publisher(s) for Lipscomb to use the Scholarly Work Product for institutional and administrative purposes, provided that Lipscomb does not distribute the work to third parties other than Covered Persons. Any exceptions to this requirement must be approved by the Provost, upon consultation with the CRO and General Counsel.

Pre-Existing Rights. If Intellectual Property was wholly created, Invented or discovered by a Creator(s) prior to the Creator's(s') employment or engagement by Lipscomb, or is otherwise a Derivative Work of Intellectual Property that was wholly created, Invented or discovered prior to the Creator's employment or engagement by Lipscomb, ownership shall reside with the Creator(s).

Course Requirement. Intellectual Property created, Invented or discovered by any student(s) solely in fulfillment of an academic requirement (whether classroom, laboratory, research, or clinical), including student Scholarly Work Product, is owned by the student(s)-Creator(s). The student(s) will not have ownership of such Intellectual Property if it was co-created, co-Invented or co-discovered with a Lipscomb employee, was a Work for Hire, was developed as part of an Externally Funded Research or Sponsored Program, was governed under an existing legal agreement that specifies different Intellectual Property ownership rights, or if the student(s) was employed by Lipscomb and the Intellectual Property was developed as a function of the student's employment.

Unclear Determination. If the ownership of Intellectual Property is not clearly determinable under the terms of this policy, ownership shall be determined by the Provost, upon consultation with the CRO and General Counsel, based upon available information, including, without limitation, any information provided on the ORG Intellectual Property Disclosure Form.

Disclosure of Intellectual Property

General Reporting Requirement. Any Intellectual Property that is created, Invented or discovered by a Covered Person must be reported with a reasonable amount of detail to ORG on the ORG Intellectual Property Disclosure Form within thirty (30) days of creation, Invention, or discovery, and in all cases, prior to publishing the Intellectual Property publicly or disclosing the Intellectual Property to any individual or entity not affiliated with Lipscomb. The purpose of this reporting requirement is to enable Lipscomb to determine commercial potential, novelty, Copyright or Patent requirements, ownership rights, and other related issues.

Should there be any disagreement regarding the date that an Invention was created, Invented or discovered, the prevailing date shall be the date that is identified by the Creator(s) on the ORG Intellectual Property Disclosure Form. For Copyrightable material, the effective date shall be recognized as the date that the Copyrightable material was completed.

Disclosure to Third Parties. Covered Persons shall not disclose any unpublished, non-Patented or non-Copyrighted Intellectual Property that is wholly or partially owned or controlled by Lipscomb to any external third party without prior approval of the Provost, upon consultation with the CRO and General Counsel. If a Covered Person plans, desires or intends to discuss with or disclose to an external third party any such Intellectual Property, the Covered Person must first coordinate with the CRO and General Counsel to prepare a confidentiality agreement, which must be signed by the appropriate parties prior to the discussion or disclosure of such Intellectual Property. A Covered Person may disclose the need for such an agreement in the ORG Intellectual Property Disclosure Form. If a Covered Person receives a proposed agreement from a third party that relates to Intellectual Property that is wholly or partially owned or controlled by Lipscomb, the Covered Person shall deliver the agreement to the CRO and General Counsel for review, approval, and consideration prior to execution. All agreements with third parties related to Lipscomb-owned Intellectual Property must be prepared, processed and executed in accordance with Lipscomb policies and procedures, including, without limitation, Lipscomb's Contract Approval Policy.

Utilization of Artificial Intelligence. In all circumstances, Creators must disclose, through proper completion and submission of the ORG Intellectual Property Disclosure Form, the level at which any artificial intelligence was utilized in the creation, Invention or discovery of Intellectual Property, including, without limitation, the use of text and image resources, and other similar resources, whether subscription-based or open source. This disclosure requirement excludes the utilization of common editing and writing tools, including, without limitation, auto-correct, spellcheck, and other similar resources embedded within applicable software. (This requirement is aligned with the Statement of Policy issued by USCO on March 16, 2023.)

Public Domain. If a Creator(s) decides that all rights to any Intellectual Property that is created, Invented or discovered by the Creator(s) should irrevocably be released to the public domain, the Creator(s) must first obtain approval of the Provost, upon consultation with the CRO and General Counsel, to ensure that such release does not create a conflict with any of Lipscomb's current or pending agreements or arrangements, including with any third party who contributed toward creation, invention or discovery of the Intellectual Property.

Lipscomb Rights

Use of Intellectual Property for Certain Purposes

For Copyrightable works that are not owned by Lipscomb, in accordance with the section above entitled "Exceptions to Lipscomb Ownership of Intellectual Property," Lipscomb retains a fully paid, perpetual, non-exclusive, royalty-free license to use, re-use, distribute, reproduce, display, make Derivative Works, and make all traditional, customary or reasonable academic use of all student assignments, papers, essays, theses, dissertations, and Instructional Materials for the educational and research purposes of Lipscomb and Covered Persons. Such license includes the right to use content and structure of any course and to revise and update course material for the purpose of continuing to offer the course of instruction or to develop and offer derivative courses of instruction, in both conventional and non-conventional settings (including, without limitation, any online distance education class, course, project or program). The foregoing license does not include a royalty-free license to use or to reproduce a published textbook for classroom or library use. Lipscomb will acknowledge the Creator(s) of these works unless the Creator(s) request otherwise. Lipscomb retains the right to use such course materials for its own educational and research purposes, including archiving the materials.

<u>Brands</u>

Lipscomb's Trademarks, Copyrights, service marks, brand, logos, and names are the property of Lipscomb. No Intellectual Property that is wholly or partially owned or controlled by Lipscomb shall include Lipscomb's Trademarks, Copyrights, service marks, brand, logos, or names without the express written permission of Lipscomb. Any requests for such use must be approved by the Provost, upon consultation with the CRO and General Counsel.

Common Law Rights

Lipscomb's ownership of Intellectual Property may exist at the time of the creation, Invention, or discovery thereof. Covered Persons shall only utilize Copyright, Trademark, or other Intellectual Property markings or symbols with respect to Intellectual Property that is wholly or partially owned or controlled by Lipscomb when permitted under applicable law and upon approval by the Provost, upon consultation with the CRO and General Counsel, whether or not Intellectual Property protection has been applied for or granted.

Net Income from Intellectual Property

Distribution of Net Income

Unless otherwise agreed to in writing by Lipscomb and the Creator(s), in the event that Lipscomb receives revenue from Intellectual Property that is derived from academic research or scholarly study and is not a Work for Hire, the Net Income will be distributed as follows on an annual basis:

- 50% to the Creator(s), and their legally recognized heirs;
- 20% to ORG;
- 20% to Lipscomb; and
- 10% to the Creator's college or academic unit, which shall be allocated pro rata among colleges or academic units if one or more Creators are associated with different colleges or academic units.

The distribution of any Net Income to a Creator who is an employee of Lipscomb will be subject to customary withholding tax, Social Security tax and other employment taxes as may be required by the State of Tennessee and the United States

Changes to Distribution

The Net Income distribution set forth above shall be recognized and followed unless a different distribution is approved by the Provost, the Dean(s) of the Creator's college(s), and the Senior Vice President for Finance and Technology, or their equivalents, upon consultation with the CRO and General Counsel. A different distribution might be approved for the following reasons, among others:

• If the Intellectual Property was created, Invented, or discovered in connection with an Externally Funded Research or Sponsored Program, and the awarding agency (including any Federal Agency) has specified distribution rates or amounts with respect to such Intellectual Property in the corresponding terms and conditions governing such award or such distribution rates or amounts are specified by federal or state laws or regulations;

- A non-governmental third party (e.g., an institution of higher education, business, industry, hospital, or other entity) has a shared right and interest in the Intellectual Property and is entitled to receive a distribution pursuant to an enforceable, written agreement;
- A different distribution is required pursuant to federal or state laws or regulations; or
- Unforeseen circumstances create an exigent need for redistribution, such as the elimination or change of an academic unit that was previously entitled to receive a distribution.

Net Income Sharing

In the event that multiple Creators have contributed to the creation, Invention or discovery of Intellectual Property that is subject to distribution, as set forth above, the Creators must mutually agree upon the allocation of Net Income distributions among the Creators and notify the ORG in writing of such allocation.

Disputes

Resolution

Questions or disputes related to the treatment or characterization of Intellectual Property pursuant to this policy, including the ownership of Intellectual Property, should be submitted to and will be resolved by the Provost, upon consultation with the CRO and General Counsel.

Appeals

Any decisions and determinations made by the Provost with respect to this policy may be appealed by providing a written statement with supporting documentation to the President within thirty (30) days of the determination by the Provost. An appeal to the President does not include a hearing, nor does it require the President to meet with the Covered Person(s) who submitted the appeal. The President, or his or her designee(s), may, in the President's sole discretion, consider any such written statement and supporting documentation along with any other information provided by the Provost. The President, or his or her designee(s), shall issue a determination, which shall be final and effective immediately, or as otherwise indicated by the President.

Research Misconduct

Concerns regarding research misconduct or the misappropriation of resources in the creation, Invention, discovery or reporting of Intellectual Property shall be reported to the CRO or Research Integrity Officer, which will be addressed in accordance with Lipscomb policies and procedures.

Roles and Responsibilities

<u>Provost</u>

In addition to the other responsibilities set forth in this policy, the Provost will, upon consultation with the CRO and General Counsel:

- Determine the necessity of securing any Intellectual Property protection, based upon information provided in the ORG Intellectual Property Disclosure Form, the novelty of the Intellectual Property, the potential for revenue generation (above the costs required for Intellectual Property protection), and other relevant factors; and
- Identify the type of Intellectual Property protection sought on behalf of Lipscomb after full disclosure has been received, or conversely, identify if Lipscomb will assign or release all Intellectual Property rights to the Creator(s).

<u>ORG</u>

ORG reports to the Office of the Provost and provides support for certain Intellectual Property matters. In particular, ORG has the following responsibilities in connection with this policy: reviews the submission of ORG Intellectual Property Disclosure Forms; provides support for reporting and compliance requirements related to Externally Funded Research or Sponsored Programs; assists with certain matters related to technology transfer and the protection of Intellectual Property; and has other responsibilities set forth in this policy. ORG does not provide support or management of any Intellectual Property that is not owned, at least in part, by Lipscomb. The ORG will, upon consultation with General Counsel:

- Establish appropriate maintenance/management protocols for certain protected Intellectual Property; and
- Provide guidance regarding the transfer of ownership, sale, or marketing/commercialization of certain Intellectual Property that is wholly or partially owned or controlled by Lipscomb.

Covered Persons

In addition to the other responsibilities set forth in this policy, each Covered Person must:

- Timely disclose to ORG any conflict of interest, either real or perceived, related to the creation, Invention or discovery of Intellectual Property, including any disclosures required for the administration or reporting of Externally Funded Research or Sponsored Programs;
- Maintain and utilize Intellectual Property in accordance with local, state, and federal laws and regulations, and ensure that all ongoing activities are compliant with Lipscomb policies and procedures;
- If applicable, assign title to Intellectual Property to Lipscomb to enable Lipscomb to satisfy the terms of any applicable funding or contractual arrangement;
- As necessary, cooperate with Lipscomb in securing and protecting any Intellectual Property that is wholly or partially owned or controlled by Lipscomb, including cooperation in obtaining Patent, Copyright, or other suitable protection for such Intellectual Property and in legal actions taken in response to alleged infringement;
- If the Covered Person engages in outside consulting work, ensure that no agreement or arrangement with an external third party is ever in conflict with the terms of this policy, including any arrangement that might result in the assignment of Intellectual Property rights to a third party without approval of the Provost;
- If the Covered Person is entitled to receive distributions of Net Income in accordance with the terms of this policy, ensure that ORG has current contact information upon the Covered Person's departure from Lipscomb so that Lipscomb may make appropriate payments and properly submit IRS reports on Form 1099-MISC, as may be necessary; and
- Retain all data, information, schematics, artwork, files, and other materials related to Intellectual Property in a format that is reasonable accessible. Such materials should be retained for the life cycle of the Intellectual Property that is wholly or partially owned or controlled by Lipscomb, regardless of the Covered Person's employment status. Upon departure from Lipscomb, each Covered Person should retain copies of such materials, ensuring that all original sources of such materials remain within the archives of ORG.

For avoidance of doubt, Covered Persons do not have any authority to own, sell, or transfer ownership of rights of Intellectual Property that is wholly or partially owned or controlled by Lipscomb without prior approval of the Provost and Senior Vice President for Finance and Technology, or its equivalent, upon consultation with the CRO and General Counsel.

Conflict

This policy is subject to applicable law. In the event of a conflict between the provisions of this policy and applicable law, including, without limitation, 17 U.S.C. § 101 et seq. or 37 CFR, the provisions of applicable law shall control.

FORMS

• ORG Intellectual Property Disclosure Form

CONTACT

For additional information or questions regarding this policy, contact the Office of Research and Grants, which can be reached at 615.966.5907.

EFFECTIVE DATE

This policy was approved by the Executive Leadership Team on June 24, 2024.



Office of Research and Grants Intellectual Property Disclosure Form

Pursuant to the terms of Lipscomb University's Intellectual Property Policy (the "Policy"), the Office of Research and Grants Intellectual Property Disclosure Form is a confidential form to be signed and submitted by the Creator(s) with ORG. For the purposes of institutional review, approval, and subsequent support for federal reporting or securing such Intellectual Property, ORG may share the document or selected contents of the document with internal administrators who have a need to know. Documentation may also be shared with individuals external to Lipscomb, including selected Intellectual Property attorneys, federal program officers, and others who require the contents to support Lipscomb in securing or protecting Intellectual Property.

Capitalized terms used in this form shall have the same meanings as set forth in the Policy unless otherwise defined herein.

Creator(s):	Identify the name(s) of all individual(s) responsible for creation, Invention or discovery of the Intellectual Property, and the approximate level of their participation such that all percentages total 100%. If any individual is not affiliated with Lipscomb, please identify their affiliation. <i>Example: Dr. A. Smith, Lipscomb Faculty, 75%</i>
	Dr. B. Jones, Lipscomb Staff, 15%
	Ms. C. Green, Lipscomb Student, 10%
Point of Contact:	Identify the single point of contact for this disclosure
Significant Resources:	Identify all Lipscomb facilities or resources utilized in the creation, Invention or discovery, including, without limitation, the utilization of Lipscomb start- up (seed) funding, institutional grants and funding, laboratory facilities or space, classroom and research equipment, time and effort, and/or personnel administration.
Conflict of Interest:	Specify if any Creators have a conflict of interest, either real or perceived, related to the creation, Invention or discovery of the Intellectual Property, including any disclosures required for the administration or reporting of Externally Funded Research or Sponsored Programs. If there are multiple Creators, make sure all have filed Financial or Significant Financial COI Disclosure Forms.
Type of Intellectual Property:	Identify if the Intellectual Property appropriately fits into the category of an Invention, discovery, improvement, Copyrightable work, Patent, Trademark, Trade Secret, or licensable know-how.
Description and Summary:	Describe the specific novelty and utility of the Intellectual Property, and attach any manuscripts, images, and/or technical details:
Describe Related References:	Identify relevant sources that highlight the Creator's claim of originality.
Public Search:	Specify if a thorough search of public Patents or other Intellectual Property databases (e.g., USPTO Patent Public Search) has been conducted to support the claim of originality and the results of such search.
Externally Funded:	Specify if the Intellectual Property has been created, Invented or developed as a result of an Externally Funded Research or Sponsored Program. If so, specify if the funding agency been notified by ORG.
Public Disclosure:	Specify if any public disclosure of the Intellectual Property has been made, such as in journals, conferences, to industry organizations, websites, or other sources If not, specify if any public disclosure is planned.
Commercialization, Marketability:	Identify the ability of the Creator(s) and Lipscomb to commercialize or market the Intellectual Property.

This form is qualified in its entirety by the terms of the Policy. In the event of a conflict between the provisions of this form and the Policy, the provisions of the Policy shall control. Any questions related to this form should be directed to the CRO.

The undersigned hereby certifies that the information in this form is current, accurate, and complete. Misrepresentations or material omissions may be subject to liability pursuant to applicable law.

Signature: _____

Print Name:

Date: _____

EXHIBIT E

Client's Child Safeguarding Standard Operating Procedure

See attached.





	SOP: Child Safeguarding Standard Operating
SOP Name/Title:	Procedure for Nashville After Zone Alliance (NAZA)
Document Location:	Z Drive/Operations/SOP Manual
SOP Originator:	Nashville After Zone Alliance
SOP Reviewer:	Metro Legal
SOP Effective Date:	11.10.2024
SOP Addendum # and Date:	

	The purpose of this Child Safeguarding SOP is to outline the responsibilities, protocols, and procedures for preventing, identifying, and responding to instances of child abuse, neglect, or harm within the programs funded or supported by the Nashville After Zone Alliance (NAZA) as well as to prevent any behaviors by adults that may lead to a notion of unsafety. This SOP ensures compliance with legal standards, promotes best practices, and fosters a safe and supportive environment for children and youth
	participating in NAZA-related activities.
Purpose:	
	This SOP applies to all employees, volunteers, contractors, and representatives of NAZA
	and its partner organizations who work directly or indirectly with children and youth
Scope:	under the age of 18 in NAZA-funded or supported programs.
	1. Child/Youth: Any person under the age of 18.
	2. Child Abuse: Any form of physical, emotional, or sexual mistreatment or lack of
	care that causes harm to a child or youth.
	3. Safeguarding: Actions, policies, and practices designed to protect children from
	harm, including abuse, exploitation, and neglect.
	4. Personal Vehicle Use Prohibition: Prohibition against transporting children in
	personal vehicles unless specifically authorized under defined conditions.
Definitions:	5. One-on-One Interactions: Any interaction where a child or youth is alone with
	an adult without the presence of others.

	1. Commitment to Child Safety and Well-Being:
	• NAZA and its partners have a zero-tolerance policy for any form of child abuse, neglect, or exploitation.
	 The safety and well-being of children and youth are paramount and must be prioritized in all decision-making and activities.
	2. Staff and Volunteer Screening and Training:
	 All staff, volunteers, and contractors must undergo background checks, including criminal record checks and child abuse registry checks, before engaging in any program activities. For activities conducted in Metro Nashville School buildings, compliance with MNPS background check requirements is mandatory.
	 For all NAZA-funded, affiliated and enhancement partners, it is the responsibility of the program leaders to verify that staff and volunteers working with youth are background checked.
	 NAZA staffer recommending an enhancement partner will inform the partner about a requirement to have all staff background checked before they come in contact with youth.
	 NAZA-funded site coordinators or program directors must verify that an incoming enhancement partner is background checked.
	 For contractors directly hired by NAZA, NAZA team will ensure that they are background checked and sign the child safeguarding policy.
Policy Statements:	 Mandatory training on child safeguarding, recognizing signs of abuse, and appropriate boundaries must be completed by all staff volunteers before engaging in activities involving children and youth. All NAZA- funded partners are required to take Mandatory Reporting Training offered by MNPS and are strongly recommended to take Adverse Childhood Experiences (ACES) training offered through NAZA.
	3. Code of Conduct:

	 Staff, volunteers, and contractors must adhere to the highest standards of professional conduct, treating all children and youth with respect and dignity. Personal relationships with children and youth that extend beyond the professional context are strictly prohibited. 	
	 One-on-one interactions must take place in open, observable spaces or in the presence of another adult. 	
	4. Prohibited Activities:	
	 Driving Children in Personal Vehicles: Staff, volunteers, and contractors are strictly prohibited from transporting children and youth in personal vehicles except when the student is their own child/youth and when the staff member is listed on youth's program application as an authorized pick up person. 	
	 Personal Communications: Personal communication (e.g., text messaging, social media, or phone calls) between staff/volunteers and children/youth outside of program-related purposes is prohibited. All communications should be documented and transparent and agreed upon by parents/guardians. 	
	5. Reporting and Responding to Concerns:	
	 All staff, volunteers, and contractors must immediately report any suspected or actual child abuse, neglect, or policy violations to their supervisor or the designated safeguarding officer. Staff should follow their organizational policies of reporting to police and DCS based on the established chain of command. If the program is operating in the school building, they must additionally follow the MNPS mandatory reporting procedure. 	
	 The organizations will follow their internal procedures and MNPS procedures where applicable to document the incident details. 	
	 NAZA partners should follow the reporting mechanism for child safeguarding concerns established by MNPS. 	
Responsibilities:	1. NAZA Leadership:	
	 Oversee the implementation of this SOP. 	

	 Ensure adequate resources and support for effective safeguarding measures. 	
	• Review and update this SOP annually or as needed.	
	2. NAZA Operations Manager:	
	• Serve as the point of contact for all child safeguarding concerns.	
	 Ensure all staff and volunteers are trained and adhere to safeguarding policies and background check requirements. 	
	3. Partner Organizations:	
	 Maintain their own child safeguarding policies that align with NAZA's standards. 	
	 Provide regular training to staff and volunteers on child safeguarding and reporting procedures. 	
	4. All Staff, Volunteers, and Contractors:	
	• Adhere to the Code of Conduct and all safeguarding policies.	
Procedures:		
	0	
Policy Review	This SOP will be reviewed annually and updated as necessary to ensure it reflects best	
and Update:	practices and legal requirements.	