

STANDARDS RELATING TO APPOINTMENTS, RANK AND TENURE

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STANDARDS RELATING TO APPOINTMENTS, RANK, AND TENURE

ARTICLE I — OBJECTIVES

This document, *Standards Relating to Appointments, Rank and Tenure*, is designed

1. to assist Nebraska Wesleyan in securing qualified personnel,
2. to give evidence of the high academic standards maintained by the University,
3. to encourage professional growth on the part of the instructional personnel,
4. to provide a definite statement concerning the standards applicable to appointments, tenure, and rank at Nebraska Wesleyan.

ARTICLE II — FACULTY RIGHTS

- A. Freedom in Research:** A faculty member is entitled to full freedom in research and in the publication of results, subject to the adequate performance of his or her other academic duties. Writers, performers, and other artists are entitled to similar freedom of expression in their creative or interpretive work. Consulting arrangements or research for pecuniary return are subject to approval by the President of the University or the Provost, as described in Article III, Section 5C.
- B. Freedom in the Classroom:** The faculty member is entitled to freedom in the classroom in discussing the subject being taught.
- C. Freedom of Expression as a Citizen:** When a faculty member speaks or writes as a citizen, he or she will be free from institutional censorship or discipline, provided it is made clear that the faculty member is not speaking for the institution. In particular, he or she shall be exempt from penalty for making his or her views known to members of the administration or a governing body of Nebraska Wesleyan University. There shall be no penalty for petitioning collegiate or governmental authority for redress of grievances.
- D. Freedom of Association:** A faculty member shall have freedom of association as to membership in professional, political, religious, fraternal, social or collective bargaining organizations.
- E. Freedom from Discrimination:** Concerning faculty appointment, rank and tenure, there shall be no discrimination based on race, color, gender, national origin, religion, age, disability, marital status, or sexual orientation; nor shall there be any discrimination in violation of any applicable local, state, or federal law.

ARTICLE III — CONTRACTS, APPOINTMENTS AND REAPPOINTMENTS

Section 1: Definition of Terms

A. Regular Faculty:

There are two kinds of regular faculty appointments: probationary appointments and appointments with tenure (See Article IV, Sections 1 and 2).

Regular faculty include all faculty members serving full-time teaching appointments with the rank of

- Instructor,
- Assistant Professor,
- Associate Professor, and
- Professor

B. Nonregular Faculty: Non-regular faculty include all faculty members, regardless of rank, serving appointments designated by the contract of employment as being part-time, temporary or special appointments, including:

- All Adjunct Faculty: Assignment of part-time faculty to the rank of Adjunct Instructor or Adjunct Professor will be made by the Deans of University College and the College of Liberal Arts and Sciences for their respective colleges in consultation with the appropriate Department Chair or Program Director. The distinction will be based upon whether or not the individual holds a relevant terminal degree, the length of professional service rendered by the individual to Nebraska Wesleyan and to other relevant institutions, and other extenuating circumstances judged to be relevant and important by the Deans.
- Visiting Instructor, Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor. Faculty may hold Visiting appointments for no more than three years.
- Instructor, Fixed-Term; Assistant Professor, Fixed-Term; Associate Professor, Fixed-Term; Professor, Fixed-Term.
- Senior Professor: To be considered for the rank of Senior Professor, the applicant must meet the following minimum requirements:
 - i) age 60 1/2 or older at the time the rank goes into effect;
 - ii) tenured member of the faculty at the time of application;
 - iii) at least ten years of full-time teaching service at Nebraska Wesleyan University.Note: See Fringe Benefits for Nebraska Wesleyan Faculty Members for procedures and conditions pursuant to the rank of Senior Professor.
- Research Associate or Consultant
- Scholar or Artist in Residence
- Administrators who hold faculty rank (tenured or non-tenured) but who are not presently teaching full time.
- Professional Librarians
- Other special faculty appointments not classified as regular, full-time faculty

1. **Eligibility for Tenure:** No nonregular faculty, except professional librarians, are eligible for tenure. Professional librarians may or may not be granted tenure. Administrators who have previously been tenured at Nebraska Wesleyan University may retain their tenure after accepting an administrative appointment. However, administrators may not be granted faculty tenure after accepting an administrative appointment.

2. Salary and Benefits:

a. Fixed-Term Faculty

Fixed-term faculty receive the same benefits as regular faculty (as specified in Articles II-VII, IX-XV, and IX-XIV of the green “Fringe Benefits” section of the *Faculty Handbook*; fixed-term faculty are not eligible for sabbatical. After three years, fixed-term faculty are eligible for unpaid leave without loss of rank. Fixed-term faculty shall be hired at a salary of no less than 85% of the baseline salary being offered to newly hired regular faculty.

b. All Other Nonregular Faculty

All other nonregular faculty receive only those fringe benefits stipulated in their current contracts. Administrators with or without faculty rank are subject to the benefits and responsibilities designated in the Administrative/Professional Employees Handbook. Salaries for other nonregular faculty are as stipulated in their contracts.

C. Minimum Qualifications: Minimum requirements for regular and fixed-term faculty appointments by rank are specified in Article IV.

D. Degrees: Baccalaureate degrees shall be interpreted as including the B.A., the B.S., and other professional baccalaureate degrees such as the B.S.N. degree.

Master’s degrees shall be interpreted as the M.A., the M.S., and other degrees representing a similar level of graduate study.

A terminal master’s degree shall be interpreted as the M.F.A. in studio art or theatre and the master’s degree in library science. Other degrees representing a similar level of graduate study that are generally considered to be the highest degree awarded in the field of study may be considered to be a terminal master’s degree if so determined by the Faculty Affairs Committee.

Doctoral degrees shall be interpreted as including the Ph.D. and other earned doctoral degrees when they are appropriate to the specific teaching assignment.

E. Tenure: Tenure is a relationship which differs from a probationary relationship in that the University by granting tenure guarantees the continuance of appointment in the absence of adequate cause for termination.

F. Academic Year: An academic year is coextensive with the contracted term.

Section 2: Contracts, Letters of Reappointment and Payment Schedule

A. Contracts: A contract is a formal agreement of employment between Nebraska Wesleyan University and a faculty member for the term specified. The contract for regular faculty shall include the salary, fringe benefits, special assignments, and other provisions required at the discretion of the University. The contract for nonregular faculty shall stipulate the salary, fringe benefits, teaching load, special assignments, and other provisions required at the discretion of the University. A contract which is preceded by a letter of reappointment shall not deviate from the letter of reappointment except to include the amount of compensation.

Contracts shall be issued no later than September 15 of the current academic year to regular probationary faculty and to full-time nonregular faculty members who have received letters of reappointment.

Newly-hired fixed-term faculty shall receive one year contracts for the first three years of service. After the third year of service, and in accordance with the evaluation procedures outlined in Article IV, Section 3, any subsequent fixed-term faculty contracts will be issued in three-year terms unless the faculty member requests a shorter term. Fixed-term faculty serving under three-year contracts shall receive pay raises at the same rate as full-time faculty on annual contracts. Their raises and the number of years remaining in their contract shall be specified in their annual letters of reappointment.

Contracts may be issued to part-time nonregular faculty at any time. Contracts for part-time nonregular faculty members shall include the provision that the appointment may be cancelled if departmental enrollments necessitate. After receiving the contract, the faculty member shall respond by a written notice of acceptance of the offer within fifteen days by returning one signed copy of the contract.

- B. Letters of Reappointment:** A letter of reappointment constitutes a formal offer issued by the administration, which notifies a faculty member that employment is being continued. The letter of reappointment shall specify a minimum compensation. The letter of reappointment shall designate the period of service, the faculty member's rank and any special assignments or provisions including notice of type of appointment (regular or nonregular).

Letters of reappointment will normally be issued to all regular and fixed-term faculty members on or before March 15. After receiving the letter of reappointment, the faculty member shall respond by a written notice of acceptance of said offer within fifteen days by returning one signed copy of the letter of reappointment..

- C. Payment Schedule:** Faculty salaries are arranged on a nine-month or, in special cases, twelve-month basis payable in twelve monthly installments on or before the twenty-fifth of each month. Faculty members who teach during the summer session, winter term, sessions other than semesters, or any special assignments will be paid on a schedule determined by the dean of their college.

Section 3: Initial Appointments and Reappointments

- A. Initial Appointments:** Initial appointments of full-time faculty are made for no more than one year. Initial appointments of regular faculty are probationary and are normally to the rank of Instructor or Assistant Professor. Initial appointments of fixed-term faculty are normally to the rank of Instructor, Fixed-Term or Assistant Professor, Fixed-Term. All appointments are subject to annual review by the administration and approval by the Board of Governors. Only the President and the Provost are authorized to make offers and commitments to faculty members and these shall be in writing. Initial appointments shall be made by contract. The faculty member shall file written notice of acceptance by returning one signed copy of the contract with the administration within fifteen days of said offer. Failure to file such notice will be regarded as evidence of nonacceptance of the appointment.

Any subsequent extensions or modifications of an appointment, and any special understandings, or any notices incumbent upon either party to provide, shall be stated or confirmed in writing and a copy shall be given to the faculty member.

B. Continuing Appointments:

1. **Continuing Regular Tenured Faculty Appointments.** Reappointment of a tenured faculty member is automatic unless the faculty member has received notice of termination as required by Article VI. The administration shall normally confirm the reappointment of a regular tenured faculty member and the terms and conditions of the appointment by issuing a letter of reappointment no later than March 15. Failure of the administration to issue letters of reappointment specifying any new conditions and terms of employment shall constitute an offer by Nebraska Wesleyan to renew the appointment on the same terms and conditions. After receiving the letter of reappointment, the faculty member shall respond by a written notice of said offer within fifteen days by returning one signed copy of the letter of reappointment.
2. **Continuing Regular Nontenured Faculty Appointments.** Regular nontenured faculty members who are not to be reappointed must be sent letters of nonreappointment as specified in Article VI. Failure of the administration to send notice of nonreappointment by the dates specified in this section shall constitute automatic reappointment of the nontenured faculty member. (See Article VI.) The administration shall normally confirm the reappointment of regular nontenured faculty members and the terms and conditions of the reappointment by issuing letters of reappointment by March 15. Regular nontenured faculty members shall receive contracts no later than September 15 of the current academic year. After receiving a contract, the faculty member shall respond by filing a written notice of acceptance of said offer within fifteen days. Written notice of acceptance shall consist of return of one signed copy of the contract.
3. **Continuing Nonregular Faculty Appointments.**
 - a. **Fixed-Term Faculty**

Fixed-term faculty members who are not to be reappointed must be sent letters of nonreappointment as specified in Article VI. Failure of the administration to send notice of nonreappointment by the dates specified in this section shall constitute automatic reappointment of the fixed-term faculty member. (See Article VI.) The administration shall normally confirm the reappointment of fixed-term faculty members and the terms and conditions of the reappointment by issuing letters of reappointment by March 15.
 - b. **Other Nonregular Faculty**

Reappointments of other nonregular faculty members are only for the length of service designated by the contract of employment and are not subject to any of the provisions specified in Article VI. The administration shall normally confirm the reappointment of other full-time nonregular faculty members (e.g., Visiting faculty) and the terms and conditions of the reappointment by issuing letters of reappointment by March 15. If an appointment is by letter of reappointment rather than contract, a contract shall be issued no later than September 15. After receiving either the letter of reappointment or the contract, the faculty member shall respond by filing a written notice of acceptance of said offer within fifteen days. Written notice of acceptance shall consist of the return of one signed copy of the letter of reappointment or the contract.

Section 4: Personnel Records: A permanent and confidential personnel file is maintained in the Academic Affairs Office for part-time faculty teaching in the College of Liberal Arts and Sciences and for each full-time faculty member. Personnel files for part-time faculty in University College are kept in the University College administrative offices on the Lincoln and Omaha campuses. It is the responsibility of each faculty member to provide complete personal data, including biographical information, along with official graduate and undergraduate transcripts. Faculty may wish to include other data such as letters of recommendation from professional colleagues, documentation of professional growth, and copies of publications.

Section 5: Restrictions Affecting Appointments

- A. Restrictions on Tenure:** There shall be no quotas of full-time faculty who may hold appointments with tenure.
- B. Nepotism:** Relationship by family or marriage shall constitute neither an advantage nor a disadvantage with respect to appointment, rank or tenure at Nebraska Wesleyan, provided the individual meets and fulfills the standards of appointment, rank and tenure set by the University. No individual may be assigned to a department supervised by a relative who has or may have a direct effect on the individual's progress or performance; nor shall relatives work for the same immediate supervisor, without the prior written approval of the administration.
- C. Additional Employment:** Full-time faculty at Nebraska Wesleyan are committed first to the University. However, outside employment beyond contractual obligations is acceptable when the faculty member informs his or her Department Chair or Program Director of the prospect and both agree in writing that the outside employment does not hinder the faculty member's fulfillment of University responsibilities. If there is a disagreement between the faculty member and the Department Chair or Program Director, the Provost will arbitrate the disagreement. Department Chairs or Program Directors planning to accept outside employment must reach agreement with the Provost; any necessary appeal shall be taken to the President of the University. If, in the opinion of the Department Chair or Program Director (or Provost, if appropriate), the faculty member is not satisfactorily meeting University responsibilities because of outside employment, the faculty member will be so informed in writing and a re-evaluation of the agreement concerning his/her off-campus commitment will be necessary. This policy is not intended to prevent the faculty member from profiting from his or her creative talents or to inhibit the faculty member from developing skills not immediately connected with his or her professional specialty. The faculty member reserves patent rights on all inventions and copyrights on all publications arising from his/her research, unless the project which he or she has accepted has terms which state otherwise.
- D. Retirement:** Since retirement is no longer mandatory, questions regarding retirement options should be directed to the Provost.
- E. Committee Assignments:** It is of vital importance to the University that it have adequate personnel to staff not only Constitutional Committees, but also workgroups, task forces, councils, and other ad hoc governance and administrative bodies. Regular faculty members who have been at Nebraska Wesleyan for a year or longer should normally expect to serve on one or two committees per year, or to do an equivalent amount of institutional service.

ARTICLE IV — RANK AND ADVANCEMENT

Section 1: Principles: Competent and meritorious teaching and service usually speak for themselves and vary with each academic discipline and assignment. Any effort to measure the extent of such teaching and service requires that fair and individual procedures prevail to promote improvement in teaching effectiveness and to protect academic freedom. Norms, when legalistically defined and narrowly applied, are not usually appropriate to balanced evaluation. The Faculty Evaluation Committee, therefore, in an effort to avoid over-specification and enumeration will use the following considerations when making recommendations relative to personnel decisions that affect appointments, advancement in rank and tenure at Nebraska Wesleyan:

- teaching effectiveness, directly and indirectly demonstrated,
- professional development in scholarship and teaching,
- service rendered as an adviser,
- administrative and faculty service,
- community service relevant to the University,
- compatibility with the objectives and commitments of Nebraska Wesleyan.

Section 2: Criteria for Rank and Advancement of Regular Faculty

A: Instructor

1. Appointment: The minimum qualifications for appointment to the rank of Instructor shall normally be a master's degree in a relevant field.
2. A person may not serve with the rank of Instructor for more than five years, except in unusual cases in which continued appointment to the rank of Instructor may work to the benefit of all concerned.

B: Assistant Professor

1. Appointment: The minimum qualifications for appointment to the rank of Assistant Professor shall normally be:
 - a. a doctoral or terminal master's degree, or
 - b. a master's degree and appropriate professional experience.

Fulfillment of these criteria shall be determined by the Provost in consultation with the hiring department.

2. Advancement in rank from Instructor to Assistant Professor shall occur automatically on completion of the terminal degree in a relevant field as stipulated in the contract.
3. Evidence of strong teaching for at least two years and meeting the minimum qualifications listed in Article IV, Section 2, B1 above qualify an Instructor to apply for advancement in rank to Assistant Professor.

C: Associate Professor

1. Appointment:

- a. Normally, initial appointments to the faculty of Nebraska Wesleyan are at the rank of Instructor or Assistant Professor.
 - b. The minimum qualifications for appointment to the rank of Associate Professor shall normally be all of the minimum qualifications for the rank of Assistant Professor plus qualifications equivalent to all of the those listed below in Article IV, Section 2, C3. Fulfillment of these criteria shall be determined by the Provost in consultation with the hiring department.
2. A faculty member holding the rank of Assistant Professor becomes eligible to apply for advancement to the rank of Associate Professor at the time of the application for tenure, but never before then. The duration of each faculty member's probationary period shall be stipulated at the time of the initial appointment (see Article V, Section 1). The awarding of tenure does not automatically convey promotion to Associate Professor. Faculty members denied tenure shall not be promoted from Assistant Professor to Associate Professor.
 3. Advancement in rank from Assistant Professor to Associate Professor shall occur according to the procedures listed in Article IV, Section 2, C4 below, and shall be based on the principles listed in Article IV, Section 1. Of the categories for evaluation, teaching is the most important. Successful candidates for advancement in rank will demonstrate excellence in the following areas:
 - a. teaching and advising, which may be demonstrated in several ways, including but not limited to: student evaluations, letters from current and former students, peer evaluation, evidence of students' preparation for further coursework.
 - b. professional development, which may be demonstrated in several ways, including but not limited to: successful and ongoing course improvement, study and research, consultation, performance, publications, exhibitions, active membership in professional associations, workshops, institutes, and special programs.
 - c. service, which may be demonstrated in several ways, including but not limited to: service on a University committee; service within the department, division, or program; service as a Chair; service in an administrative office; community service relevant to one's position at Nebraska Wesleyan.
 4. Advancement in rank from Assistant Professor to Associate Professor normally requires that the candidate have a doctoral or terminal master's degree, unless otherwise specified in the faculty member's initial contract.

D: Professor

1. Normally, initial appointments to the faculty of Nebraska Wesleyan are at the rank of Instructor or Assistant Professor.
2. Advancement in rank from Associate Professor to Professor shall occur according to the procedures listed in Article IV Section 2, D4 below, and shall be based on the principles listed in Article IV, Section 1. The rank of Professor is for those who distinguish themselves with a sustained record of excellence. Of the categories for evaluation,

teaching is the most important. Successful candidates for advancement in rank will demonstrate both excellence and substantial achievement in the following areas since the promotion to Associate Professor:

- a. teaching and advising, which may be demonstrated in several ways, including but not limited to: student evaluations, letters from current and former students, peer evaluation, evidence of students' preparation for further coursework.
 - b. professional development, which may be demonstrated in several ways, including but not limited to: successful and ongoing course improvement, study and research, consultation, performance, publications, exhibitions, active membership in professional associations, workshops, institutes, and special programs.
 - c. service, which may be demonstrated in several ways, including but not limited to: service on a University committee, service within the department, program, or division, service as a Chair, service in an administrative office, community service relevant to one's position at Nebraska Wesleyan.
 - d. leadership, which may be demonstrated in several ways, including but not limited to: serving as a faculty officer, developing new university programs, chairing a department or division, promoting the interests of Nebraska Wesleyan beyond the university.
3. To be considered for advancement in rank to Professor, a candidate must have earned a doctoral or terminal master's degree, or the equivalent as determined by the Faculty Affairs Committee working in conjunction with the Provost.
 4. To be considered for advancement in rank to Professor, a candidate must serve a minimum of five years in the rank of Associate Professor, and must hold tenure or be eligible to apply for tenure. Advancement in rank is not automatic at the end of five years; sometimes Associate Professor will be the appropriate final rank.

Section 3: Criteria for Rank and Advancement of Fixed-Term Faculty

A. Instructor, Fixed Term

1. Appointment: The minimum qualifications for appointment to the rank of Instructor, Fixed Term shall normally be a master's degree in a relevant field.

B. Assistant Professor, Fixed-Term

1. Appointment: The minimum qualifications for appointment to the rank of Assistant Professor, Fixed Term shall normally be:
 - a. a doctoral or terminal master's degree, or
 - b. a master's degree and appropriate professional experience.

Fulfillment of these criteria shall be determined by the Provost in consultation with the hiring department.

2. Eligibility for Advancement in Rank to Assistant Professor, Fixed-Term: After at least two years in the rank of Instructor, Fixed-Term, a faculty member may apply for promotion to Assistant Professor, Fixed-Term. Candidates for promotion to Assistant Professor, Fixed-Term must meet the minimum qualifications listed in Article IV,

Section 3, B1. Fulfillment of these criteria shall be determined by the Provost in consultation with the hiring department or program.

C: Associate Professor, Fixed-Term

1. Appointment:
 - a. Normally, initial fixed-term appointments to the faculty of Nebraska Wesleyan are at the rank of Instructor, Fixed-Term or Assistant Professor, Fixed-Term.
 - b. The minimum qualifications for appointment to the rank of Associate Professor, Fixed-Term shall normally be all of the minimum qualifications for the rank of Assistant Professor, Fixed-Term, plus qualifications equivalent to all of those listed below in Article IV, Section 3, C2. Fulfillment of these criteria shall be determined by the Provost in consultation with the hiring department or program.
2. Eligibility for Advancement in Rank to Associate Professor, Fixed-Term:

After five years in the rank of Assistant Professor, Fixed-Term, a faculty member may apply for promotion to Associate Professor, Fixed-Term. Candidates for promotion to Associate Professor, Fixed-Term must meet the criteria listed in Article IV, Section 3, C1.
3. Advancement in rank from Assistant Professor, Fixed-Term to Associate Professor, Fixed-Term shall occur according to the procedures listed in Article IV, Section 3, C4 below, and shall be based on the principles listed in Article IV, Section 1. Of the categories for evaluation, teaching is the most important. Successful candidates for advancement in rank will demonstrate excellence in teaching as well as excellence in the professional development and university service which has been designated by their contracts as part of their workload.

Excellence in teaching, which may include advising, can be demonstrated in several ways, including but not limited to: student evaluations, letters from current and former students, peer evaluation, evidence of students' preparation for further coursework.

Excellence in professional development may be demonstrated in several ways, including but not limited to: successful and ongoing course improvement, study and research, consultation, performance, publications, exhibitions, active membership in professional associations, workshops, institutes, and special programs.

Excellence in university service may be demonstrated in several ways, including but not limited to: service on a University committee, service within the department, program, or division, service in an administrative office, community service relevant to one's position at Nebraska Wesleyan.

4. Advancement in rank from Assistant Professor, Fixed-Term to Associate Professor, Fixed-Term normally requires that the candidate have a doctoral or terminal master's degree, unless otherwise specified in the faculty member's initial contract.

D: Professor, Fixed-Term

1. Appointment:
 - a. Normally, initial fixed-term appointments to the faculty of Nebraska Wesleyan are at the rank of Instructor, Fixed-Term or Assistant Professor, Fixed-Term.
 - b. The minimum qualifications for appointment to the rank of Professor, Fixed-Term shall normally be all of the minimum qualifications for the rank of Associate Professor, Fixed-Term, plus qualifications equivalent to all of those listed below in Article IV, Section 3, D2. The rank of Professor, Fixed Term is for those who distinguish themselves with a sustained record of excellence; occasionally, an individual's experiences prior to the faculty appointment at NWU merit her/his appointment as Professor, Fixed-Term. Fulfillment of these criteria shall be determined by the Provost in consultation with the hiring department or program.
2. Eligibility for Advancement in Rank to Professor, Fixed-Term: Advancement in rank from Associate Professor, Fixed-Term to Professor, Fixed-Term shall occur according to the procedures listed in Article IV, Section D4 below, and shall be based on the principles listed in Article IV, Section 1. The rank of Professor, Fixed-Term is for those who distinguish themselves with a sustained record of excellence in teaching as well as excellence in the professional development and university service which has been designated by their contracts as part of their workload. Of the categories for evaluation, teaching is the most important.

Excellence in teaching, which may include advising, can be demonstrated in several ways, including but not limited to: student evaluations, letters from current and former students, peer evaluation, evidence of students' preparation for further coursework.

Excellence in professional development may be demonstrated in several ways, including but not limited to: successful and ongoing course improvement, study and research, consultation, performance, publications, exhibitions, active membership in professional associations, workshops, institutes, and special programs.

Excellence in university service may be demonstrated in several ways, including but not limited to: service on a University committee, service within the department, program, or division, service in an administrative office, community service relevant to one's position at Nebraska Wesleyan.

3. To be considered for advancement in rank to Professor, Fixed-Term, a candidate must have earned a doctoral or terminal master's degree, or the equivalent as determined by the Faculty Affairs Committee working in conjunction with the Provost.
4. To be considered for advancement in rank to Professor, Fixed-Term, a candidate must serve a minimum of five years in the rank of Associate Professor, Fixed-Term. Advancement in rank is not automatic at the end of five years; sometimes Associate Professor, Fixed-Term will be the appropriate final rank.

Section 4: Procedure for Promotions Involving Advancement in Rank

- A. Written Requests:** The procedure for a faculty member to be considered for advancement in rank shall be initiated either by the faculty member or the faculty member's Department Chair or Program Director. In either case, a written request to be considered for advancement must be delivered to the Provost by October 10. The Provost shall determine whether the candidate meets the minimum requirements for the rank to which the candidate aspires.
- B. Notification of Eligible Candidates:** No later than November 1, the Provost shall send to the Chair of the Faculty Evaluation Committee, the President of the University, and the Chair of the Board of Governors Committee on Academic Affairs a list of those candidates who have applied for advancement in rank and who are eligible for consideration. By the same date, the Provost shall inform each candidate (and the candidate's Department Chair or Program Director) whether the candidate is eligible for consideration for advancement.
- C. Collection of Information:**
1. For those candidates who are eligible for consideration, the Faculty Evaluation Committee shall request a letter of evaluation from each member of the candidate's department or program who has completed one or more years of teaching in the department or program, or who is tenured, or who serves as Department Chair or Program Director. When the candidate is active in an academic program outside of the department or program in which he or she holds an appointment, the Committee shall also request letters of evaluation from faculty members in that program who are outside the candidate's assigned department or program. Letters of evaluation may address several criteria, including but not limited to first-hand observations of colleagues' teaching.
 2. In addition to the information collected by the Faculty Evaluation Committee according to the guidelines in the Faculty Constitution, the Faculty Evaluation Committee shall gather relevant data from other sources. Sources for such information might include, but are not limited to: the faculty member to be evaluated; the Department Chair or Program Director and the Division Chair; other campus faculty, staff, and administrators; past and present students; and people outside the university as relevant.
 3. To assist the Committee in carrying out its responsibilities, the Provost shall notify the Committee of any special circumstances or agreements made with the candidate by the Administration that would be relevant to the Committee's deliberations.
 4. The Faculty Evaluation Committee will make available when needed the instruments for evaluation and will set the deadlines to be met by those appropriately concerned.
- D. Recommendations for Advancement:** The Faculty Evaluation Committee shall send its recommendations for advancement in rank to the Provost, with a copy to the President. The recommendations shall not be binding on the Administration. However, alterations made by the Administration of the Committee's recommendations must be discussed with the Committee by the President and/or the Provost before the final recommendations are sent by the Administration to the Board of Governors for official action.

ARTICLE V — TENURE

Section 1: General Provisions

- A. Appointments Eligible for Tenure:** All regular teaching assignments to the rank of Instructor, Assistant Professor, Associate Professor, and Professor (and professional librarians, if appropriate) are of two kinds:
 - 1. Probationary appointments;
 - 2. Appointments with tenure.

- B. Who May Award:** Only the Board of Governors may award tenure. Worthiness and merit, although prerequisite for consideration for the granting of tenure, in no way obligates the University to award tenure to anyone.

- C. Length of Probationary Period:** Probationary appointments to the regular faculty of Nebraska Wesleyan are made for a maximum of one year, subject to possible renewal. Beginning with a full-time teaching appointment to the rank of Instructor, Assistant Professor, Associate Professor, or Professor, the probationary period at Nebraska Wesleyan shall not exceed seven years. The time spent on leave of absence shall not count as probationary period service, unless the faculty member and the Provost agree to the contrary in writing at the time the leave is granted.

- D. Credit Toward Tenure:** Credit for as many as three years of previous full-time teaching experience with the rank of Instructor or higher in other similar institutions of higher learning may be allowed as probationary service. In such cases, the probationary period at Nebraska Wesleyan may extend to four years, even if the total full-time service in the profession thereby exceeds seven years. The duration of each faculty member's probationary period will be stated in writing at the time of initial appointment to the regular faculty.

- E. Who May Be Granted Tenure:** Only faculty members with the rank of Assistant Professor, Associate Professor, or Professor may be granted tenure. Provosts, Deans, Department Chairs, Program Directors and other persons with administrative responsibilities who have professorial rank may enjoy tenure as a member of the instructional staff, but never in their administrative positions. See also Article III, Section 1B1 regarding professional librarians.

Section 2: Criteria for Tenure

- A.** Regular faculty members are eligible to apply for tenure after completion of the years of probationary service stipulated at time of the initial appointment to the regular faculty. (See Article V, Section 1.) If no such probationary period is stated, the faculty member is eligible to apply for tenure consideration during the sixth year of probationary service as a regular faculty member. A faculty member holding the rank of Assistant Professor also becomes eligible to apply for the rank of Associate Professor at the time of the application for tenure.

- B.** Successful candidates for the award of tenure will demonstrate excellence in the following areas, of which teaching effectiveness is the most important:
 - 1. teaching and advising, which may be demonstrated in several ways, including but not limited to: student evaluations, letters from current and former students, peer evaluation, evidence of students' preparation for further coursework.
 - 2. professional development, which may be demonstrated in several ways, including but not limited to: successful and ongoing course improvement, study and research, consultation, performance, publications, exhibitions, active membership in professional associations, workshops, institutes, and special programs.

3. service, which may be demonstrated in several ways, including but not limited to: service on a University committee, service within the department or division, service as a Department Chair, Program Director, or Division Chair, service in an administrative office, community service relevant to one's position at Nebraska Wesleyan.

Section 3: Procedures for Granting of Tenure

- A. **Requests and Recommendations:** By September 5 of each academic year, the Provost shall prepare a list of those people who are scheduled to be evaluated for tenure during the current academic year. This list shall be distributed to the Chair of the Faculty Evaluation Committee, the Chair of each Department, the Director of each Program, the President of the University, and the Chair of the Board of Governors Committee on Academic Affairs. In addition, by the same date the Provost shall notify in writing each faculty member who is scheduled for tenure evaluation in that year.

The Faculty Evaluation Committee shall request a letter of recommendation from each member of the candidate's department or program who has completed one or more years of teaching in the department or program, or who is tenured, or who serves as Department Chair or Program Director. In certain circumstances, such as when the candidate is active in an academic program outside of the department or program in which he or she holds an appointment, the Committee may also request letters of recommendation from faculty members outside the candidate's assigned department or program, or outside the University. In addition, the Committee shall collect other data that it deems necessary to its legitimate purposes, as discussed in the Faculty Constitution. To assist the Committee in carrying out its responsibilities, the Provost shall notify the Committee of any special circumstances or agreements made with the candidate by the Administration that would be relevant to the Committee's deliberations.

The Faculty Evaluation Committee shall send its recommendations for tenure to the Provost, with a copy to the President. The recommendations shall not be binding on the Administration. However, alterations made by the Administration of the Committee's recommendations must be discussed with the Committee by either the President and/or the Provost before the final recommendations are sent by the Administration to the Board of Governors for official action.

- B. **Board Action:** The administration shall submit to the Board of Governors the name of each faculty member the administration recommends for tenure and the recommendations of the Faculty Evaluation Committee for both approval and denial of tenure. The Board of Governors, no later than its May meeting, shall approve or deny tenure for those recommended by the administration for tenure. In the event that the Board approves tenure for a faculty member, tenure becomes effective at the beginning of the fall term of the following academic year.
- C. **Notification:** At least two weeks prior to the meeting of the Board of Governors at which the Board votes to either approve or deny tenure for a faculty member, the administration shall notify the faculty member in writing as to whether or not the administration is recommending the granting of tenure for that faculty member. Within one week following the Board's decision on tenure, the administration shall notify the faculty member in writing of the Board's decision. If the Board's decision is to grant tenure, tenure shall become effective with the beginning of the fall semester of the following academic year and the faculty member

shall be so informed. If the Board's decision is to deny tenure, the administration shall issue to the faculty member a terminal contract for the following academic year.

ARTICLE VI — TERMINATION OF APPOINTMENTS

Section 1: Regular Faculty Probationary Appointments

- A. Nonreappointment:** Although regular faculty probationary appointments are usually subject to renewal, the University shall be under no obligation whatsoever to renew such appointments, if adequate notice is given. Termination of regular faculty probationary appointments at the end of the term specified in the contract, herein called “nonreappointment,” may be effected by Nebraska Wesleyan without cause, but shall not be effected because of the exercise of any of the faculty rights described in Article II.
- B. Notice of Nonreappointment:** Regardless of the stated duration of an appointment, written notice that an appointment is not to be renewed will be given to the faculty member in advance of the expiration of the appointment as follows:
1. No later than March 1 of the first academic year of service, if the appointment expires at the end of the year; or, if a one-year appointment terminates during an academic year at least three months in advance of its termination;
 2. No later than December 15 of the second academic year of service, if the appointment expires at the end of that academic year; or at least six months in advance of the appointment’s termination, if it terminates in the second academic year’s service;
 3. At least twelve months before the expiration of an appointment after two or more years of full-time service at Nebraska Wesleyan.
- C. Renewal Upon Failure to Give Notice of Nonreappointment:** Failure to give the notice of nonreappointment as required by this section shall constitute an offer by Nebraska Wesleyan to renew the appointment on the same terms.
- D. Basis for Termination Before End of Contract Term:** Termination of a regular faculty probationary appointment before the end of the term specified in the contract (herein sometimes referred to as a dismissal) may be effected by Nebraska Wesleyan only for adequate cause, as defined in Article VI, Section 2, Paragraph B, and shall not be effected because of the exercise of any of the faculty rights described in Article II.
- E. Notice of Termination Before End of Contract Term:** Termination during a contract period of a regular faculty probationary appointment shall be preceded by a written notice of termination from the administration at least six months before the effective date of the termination, except that if the contract period is less than one year, the termination shall be preceded by a written notice of termination from the administration at least one-half the contract period before the effective date of termination.
- F. Nonrenewal or Termination for Grave Moral Delinquency, or Conviction of a Crime, or for Sexual Harassment:** Notwithstanding the foregoing provisions of this Section 1, nonrenewal of a regular faculty probationary appointment or termination of a regular faculty probationary appointment before the end of the contract period may be made effective upon three month’s notice, if the justifiable basis for the nonrenewal or termination is grave moral

delinquency, or conviction of a crime punishable by imprisonment of more than one year, or sexual harassment, in which event payment to the affected faculty member shall cease three months after the receipt by the faculty member of the notice or on the date declared in the notice to be the effective date of the termination, whichever is later. The Board of Governors may authorize additional salary payments in view of the length and quality of service of the affected faculty member upon the recommendation of the Faculty Hearing Committee or the President.

- G. Suspensions:** Until the final decision upon the termination of an appointment has been reached, the faculty member will not be suspended or assigned to other duties in lieu of suspension unless immediate harm to him or her or to others is threatened by his or her continuance. Before suspending a faculty member, pending an ultimate determination of his or her status through the institution's hearing process, the administration will notify the Committee on Academic Freedom and Due Process. Propriety of a suspension may be challenged by a faculty member by submission of the issue in the manner provided in Article VII, Section 2. Salary will continue during the period of suspension.

Section 2: Tenured Appointments

- A. Basis for Termination:** Termination of an appointment with tenure (sometimes referred to herein as a dismissal) may be effected by Nebraska Wesleyan only for adequate cause and shall not be effected because of the exercise of any of the faculty rights described in Article II. To determine if there is adequate cause, the President may conduct a preliminary, fact-finding inquiry, consulting with persons whose responsibilities allow them to comment on the case. Normally these persons would include, but would not be limited to, the appropriate Department Chair or Program Director, the chair of the Faculty Evaluation Committee, the chair of the Faculty Affairs Committee, the Provost, and the University's legal counsel.

- B. Definition of Adequate Cause:** Adequate cause shall mean any one of the following:

1. Grave moral delinquency.
2. Incapacity (mental, physical or emotional).
3. Unsatisfactory performance of duties: primarily the giving of service which falls below the standards of Nebraska Wesleyan in terms of satisfactory teaching. Other standards which may be considered are stated in Article II—Norms for Appointment, Advancement and Tenure.
4. Material breach of contract.
5. Flagrant and persistent non-cooperation with fellow faculty or administration to the extent that it constitutes rejection of responsibilities a faculty member normally assumes.
6. Conviction of a crime punishable by a term of imprisonment of more than one year.
7. Sexual harassment of a Nebraska Wesleyan University student or employee. [See Nebraska Wesleyan's Policy Statement on Sexual Harassment and Procedures for Dealing with Sexual Harassment.]
8. General financial exigency of Nebraska Wesleyan.
9. Limited financial exigency—that is, a reduction by Nebraska Wesleyan in the number of faculty members within a department or program or discontinuance of a department or program because of a decision by the Board of Governors that a financial exigency exists pertinent to that department or program or because of a decision by the Board of Governors that changes the direction of the academic program.

10. Change in academic direction—that is, a reduction by Nebraska Wesleyan in the number of faculty members because of a decision by the Board of Governors that changes the direction of the academic program.

C. Termination Because of General Financial Exigency, Limited Financial Exigency, or Change in Academic Direction: Before terminating an appointment for any reason stated in subparagraph 8, 9, or 10 of Paragraph B of this section, the administration will make significant effort to place affected faculty members in other suitable positions. The released faculty member's place will not be filled by a replacement within a period of two years, unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline it.

D. Notice of Termination: Termination of an appointment with tenure shall be preceded by a written notice of termination from the administration at least one calendar year before the effective date of the termination.

E. Effect of Late Notice of Termination—Terminal Salary: Notice of termination given less than one calendar year before the effective date of the termination shall be described as late notice. If late notice of termination is given, the affected faculty member shall be paid according to the terms of his or her current appointment and in addition thereto shall be paid an amount equal to one-twelfth of his or her current salary for each month or fraction thereof between the end of the academic year in which the termination is effective and the anniversary date on which the notice of termination is received by the faculty member.

F. Termination for Grave Moral Delinquency, or for Conviction of a Crime, or for Sexual Harassment: Notwithstanding the foregoing provisions of this Section 2, termination of a tenured appointment may be made effective upon three month's notice if the justifiable basis of the termination is grave moral delinquency, conviction of a crime punishable by imprisonment of more than one year, or sexual harassment in which event payment to the affected faculty member shall cease three months after receipt by the affected faculty member of the notice or on the date declared in the notice to be the effective date of the termination, whichever is later. The Board of Governors may authorize additional salary payments in view of the length and quality of the service of the affected faculty member by recommendation of the Special Hearing Committee or the President.

G. Suspensions: Until the final decision upon termination of an appointment has been reached, the faculty member will not be suspended or assigned to other duties in lieu of suspension unless immediate harm to him or her or to others is threatened by his or her continuance. Before suspending a faculty member, pending an ultimate determination of his or her status through the institution's hearing machinery, the administration will notify the Committee on Academic Freedom and Due Process. Propriety of a suspension may be challenged by a faculty member by submission of the issue in the manner provided in Article VII, Section 2. Salary will continue during the period of suspension.

Section 3: Fixed-Term Appointments

A. Nonreappointment: Although fixed-term appointments may be subject to renewal, the University shall be under no obligation whatsoever to renew such appointments, if adequate notice is given. Termination of fixed-term appointments at the end of the term specified in the contract, herein called "nonreappointment," may be effected by Nebraska Wesleyan

without cause, but shall not be effected because of the exercise of any of the faculty rights described in Article II.

- B. Notice of Nonreappointment:** Regardless of the stated duration of an appointment, written notice that an appointment is not to be renewed will be given to the faculty member in advance of the expiration of the appointment no later than March 15 of the academic year of service; or, if an appointment terminates during an academic year, at least three months in advance of its termination;
- C. Renewal Upon Failure to Give Notice of Nonreappointment:** Failure to give the notice of nonreappointment as required by this section shall constitute an offer by Nebraska Wesleyan to renew the appointment on the same terms.
- D. Basis for Termination Before End of Contract Term:** Termination of a fixed-term appointment before the end of the term specified in the contract (herein sometimes referred to as a dismissal) may be effected by Nebraska Wesleyan only for adequate cause, as defined in Article VI, Section 2, Paragraph B, and shall not be effected because of the exercise of any of the faculty rights described in Article II.
- E. Notice of Termination Before End of Contract Term:** Termination during a contract period of a fixed-term appointment shall be preceded by a written notice of termination from the administration at least six months before the effective date of the termination, except that if the contract period is less than one year, the termination shall be preceded by a written notice of termination from the administration at least one-half the contract period before the effective date of termination.
- F. Nonrenewal or Termination for Grave Moral Delinquency, or Conviction of a Crime, or for Sexual Harassment:** Notwithstanding the foregoing provisions of this Section 3, nonrenewal of a fixed-term appointment or termination of a fixed-term appointment before the end of the contract period may be made effective upon three month's notice, if the justifiable basis for the nonrenewal or termination is grave moral delinquency, or conviction of a crime punishable by imprisonment of more than one year, or sexual harassment, in which event payment to the affected faculty member shall cease three months after the receipt by the faculty member of the notice or on the date declared in the notice to be the effective date of the termination, whichever is later. The Board of Governors may authorize additional salary payments in view of the length and quality of service of the affected faculty member upon the recommendation of the Faculty Hearing Committee or the President.
- G. Suspensions:** Until the final decision about the termination of an appointment has been reached, the faculty member will not be suspended or assigned to other duties in lieu of suspension unless immediate harm to him or her or to others is threatened by his or her continuance. Before suspending a faculty member, pending an ultimate determination of his or her status through the institution's hearing process, the administration will notify the Committee on Academic Freedom and Due Process. Propriety of a suspension may be challenged by a faculty member by submission of the issue in the manner provided in Article VII, Section 2. Salary will continue during the period of suspension.

Section 4: Other Nonregular Appointments

Termination of a nonregular appointment, which is defined as any appointment designated by the contract of employment as being part-time; or any appointment designated by the contract of

employment as a special appointment, including Visiting Instructor, Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor, Senior Professor, Research Associate or Consultant, Scholar or Artist in Residence and Professional Librarian, may be effected by Nebraska Wesleyan without cause upon two weeks' notice, unless a specific term of service is agreed upon in writing at the time of initial appointment. If a special term of service has been agreed upon in writing at the time of the initial appointment, dismissal prior to the end of that term shall be for adequate cause only, as defined in Section 2, Paragraph B of Article VI. In no event shall termination of a nonregular appointment be effected because of the exercise of any of the faculty rights described in Article II. Termination of fixed-term faculty shall be governed by the provisions specified in Article VI, Section 3.

Section 5: Termination by a Faculty Member

Mobility of faculty members among colleges and universities is rightly recognized as desirable. Yet the departure of a faculty member may entail major adjustments to the University. Consequently, any faculty member who enters negotiations for other employment is expected to inform the Chair of his or her department at Nebraska Wesleyan when such negotiations are in progress and upon accepting another position. Resignations which are submitted in order to accept other employment will be honored without penalty if submitted before July 15. Resignations which are submitted after July 15 will also be honored if severance payment by the resigning faculty member to Nebraska Wesleyan is made to compensate for the late notice of resignation given to the University. Such severance payment, unless waived by the administration for extenuating circumstances (see below), will normally equal one-twelfth of the faculty member's contracted salary for his or her last year of teaching at Nebraska Wesleyan. Extenuating circumstances shall include:

1. Persons issued a letter of nonreappointment shall not be bound by these restrictions;
2. Persons employed on a terminal contract shall not be bound by these restrictions.

ARTICLE VII —PROCEDURES FOR APPEAL OF NONREAPPOINTMENTS, DISMISSALS AND CLAIMS OF DISCRIMINATION

Section 1: Nonreappointment

A. Grounds for Appeal: If a faculty member on probationary or other nontenured appointment alleges in writing to the administration that the exercising by the faculty member of one or more of the rights described in Article II, was a material factor in the nonreappointment, he or she may utilize the procedures of this Article VII.

B. Informal Negotiations: Within fourteen days after receipt of the notice of nonreappointment, discussions with the administration may be arranged and, if arranged, there will be informal discussion between the faculty member and appropriate administrative officials, looking toward a settlement of the complaint. Within thirty days after receiving notice of nonreappointment, the faculty member affected may notify the administration and the Faculty Affairs Committee in writing of the affected faculty member's request for mediation by the Faculty Affairs Committee. Failure to make a timely written request for such mediation shall constitute an acceptance of the nonreappointment. At any stage, the affected faculty member and the administration may enter into a written agreement ending the dispute. Thereafter the procedures set out in this Article VII, Section 2, Paragraphs B, C, D, E, F, G and H, except subparagraph 8 and the last sentence of subparagraph 15 of Paragraph D shall apply. In

appeals of nonreappointment the burden of proof always rests exclusively with the faculty member making the allegation.

Section 2: Termination of Faculty Appointment Before End of Contract Term

- A. Informal Negotiations:** After receiving a notice of termination, the affected faculty member shall be given by the administration, if he or she requests it, a written statement of reasons for termination, promptly and with reasonable particularity. If the affected faculty member initiates discussions with the administration during the first fourteen days after receipt of the notice of dismissal, the administration is obligated to participate in discussions until a request for mediation is made as permitted in this paragraph. Within thirty days after receiving the notice of dismissal, the affected faculty member may notify the administration and the Faculty Affairs Committee in writing of the affected faculty member's request for mediation by the Faculty Affairs Committee. Failure to make a timely written request for such mediation shall constitute an acceptance of the dismissal. At any stage, the affected faculty member and the administration may enter into a written agreement ending the dispute.
- B. Presentation to the Faculty Affairs Committee for Mediation:** Promptly after receiving a request for mediation, the Faculty Affairs Committee shall mediate the dispute. If the Faculty Affairs Committee decides that its efforts are not productive, it shall inform the affected faculty member and the administration and withdraw from the negotiations.
- C. Presentation to the Standing Committee on Academic Freedom and Due Process:** At any time not less than seven days or more than thirty days after the dispute has been presented to the Faculty Affairs Committee for mediation, either the affected faculty member or the administration may make a written request to the Standing Committee on Academic Freedom and Due Process that it take jurisdiction of the dispute. Upon receipt of the request, the Standing Committee on Academic Freedom and Due Process shall notify the Faculty Affairs Committee of the request, whereupon the Faculty Affairs Committee shall withdraw from the negotiations, if it has not earlier done so. The Standing Committee on Academic Freedom and Due Process shall act as a Special Hearing Committee, unless the affected faculty member stipulates that it shall act as an Investigative Committee. If such a stipulation is made, the Standing Committee on Academic Freedom and Due Process shall act as an Investigative Committee. If no written request that the dispute be submitted to the Standing Committee on Academic Freedom and Due Process shall have been made within thirty days after the dispute has been presented to the Faculty Affairs Committee for mediation, the dismissal described in the notice of dismissal shall be final.
- D. Rules and Standards of the Committee on Academic Freedom and Due Process Acting as a Special Hearing Committee:**
1. The affected faculty member shall submit in writing to the Special Hearing Committee and the administration a statement of his or her position within ten days after the written request for submission of the dispute to the Standing Committee on Academic Freedom and Due Process.
 2. Formal notice of the date of the hearing shall be sent to the affected faculty member and the administration by the Committee on Academic Freedom and Due Process at least twenty days prior to the date of the hearing. The committee shall have authority to set time limits and schedules for the proceedings.
 3. Except for such simple announcements as may be required covering the time of the hearing and similar matters, public statements and publicity about the case by either of

- the parties or the Committee will be avoided as far as possible until the proceedings have been completed, including consideration by the Board of Governors.
4. An electronic tape record of all proceedings at each formal hearing will be made, and upon request duplicate copies will be made by the Special Hearing Committee for the affected faculty member and the administration without charge to the affected faculty member.
 5. The affected faculty member and the administration individually may choose an academic advisor and a legal counselor to be present during the proceedings, the cost to be borne by the person being represented.
 6. At the request of the affected faculty member or the administration or the Special Hearing Committee, a representative of a recognized educational association shall be permitted to attend the proceedings as an observer.
 7. The Special Hearing Committee, after consultation with both parties, shall determine what additional persons may attend the hearing.
 8. The burden shall rest upon the administration to prove by preponderance of the evidence that cause for dismissal existed at the time of the notice of dismissal.
 9. Any member of the Special Hearing Committee may ask questions of witnesses. The Committee need not be bound by strict legal rules of evidence. It may admit any evidence which it considers of value in determining the issues involved, but it will make a conscientious effort to obtain the most reliable evidence available. The Special Hearing Committee shall have the authority to request the appearance of witnesses and the production of documents and other evidence.
 10. The affected faculty member and the administration will be permitted an opportunity to obtain necessary witnesses and documentary or other evidence.
 11. The affected faculty member and the administration shall have the right to cross-examine, either personally or through counsel, all witnesses appearing personally. The Special Hearing Committee shall accept and consider affidavits and depositions of absent witnesses and, if a witness cannot or will not appear, the Special Hearing Committee may in its discretion accept or not accept for consideration unsworn written statements of such witnesses. Any affidavit or statement accepted for consideration shall be disclosed in full to the affected faculty member and the administration.
 12. The Special Hearing Committee shall grant adjournments to enable the affected faculty member and the administration to investigate evidence as to which a valid claim of surprise or other reasonable cause for adjournment is established.
 13. In the hearing of charges of incompetence the testimony shall include that of qualified faculty members from this or other institutions of higher learning.
 14. The findings of fact and the decision of the Special Hearing Committee shall be based solely upon the evidence received at the hearing.
 15. The report of the Special Hearing Committee, including its findings of fact and evidentiary support thereof, its recommendation or decisions, and the supporting logic, shall be submitted in writing to the affected faculty member, the administration, the Board of Governors, and the Secretary of the Faculty. After forty days following receipt of the report of the Special Hearing Committee, the Secretary of the Faculty shall make the report available for reading by any faculty member who requests to read it, unless an appeal to the Board of Governors has been taken. The report shall state whether it is unanimous or a majority opinion; in either case, the report shall be signed by the Chair and any dissenting member shall have the right to submit a dissenting report. The report shall include a determination as to whether adequate cause for dismissal has been

established, and if adequate cause has been established, whether a penalty of dismissal or a penalty less than dismissal would be more appropriate.

16. The decision and recommendations of the Special Hearing Committee shall be final unless a notice of appeal to the Board of Governors is submitted in writing to the Board of Governors by the affected faculty member or by the administration within thirty days after the report of the Special Hearing Committee is received by the parties.

E. Membership of Special Hearing Committee: A Special Hearing Committee shall be constituted by and from all members of the Standing Committee on Academic Freedom and Due Process, subject to the following:

1. Those members of the Standing Committee who, in a specific case, find themselves in a conflict of interest shall not serve on the Special Hearing Committee during consideration of that case.
2. A Special Hearing Committee shall then be formed to adjudicate the specific case. Its membership shall be those persons from the Standing Committee who did not find themselves in a conflict of interest and those additional members chosen by the replacement procedure hereinafter described.
3. The affected faculty member and the administration may challenge any member of the Special Hearing Committee for cause. All determinations of challenges for cause shall be made by a Hearing for Cause Committee.
4. If a Hearing for Cause Committee is needed, the Standing Committee on Academic Freedom and Due Process shall supervise its selection and the Chair of the Standing Committee on Academic Freedom and Due Process shall convene its first meeting. The membership of the Hearing for Cause Committee shall be those members of the Special Hearing Committee who have not been challenged, plus a sufficient number of persons from the Replacement List to obtain a committee of not less than three members. The decisions of the Hearing for Cause Committee shall be final on all issues of cause, including a challenge to their own membership.
5. If one or more members of the Special Hearing Committee is removed by the Hearing for Cause Committee, acting on a challenge, replacements shall be from the Replacement List, as set out hereinafter.
6. Replacement List: The Standing Committee shall prepare a list of persons to be used in adding members to special hearing committees as needed. Each replacement shall be the first person named unless (1) he or she was previously considered or is already involved, (2) he or she considers himself/herself in a conflict of interest, or (3) he or she does not have tenure. The Replacement List shall consist of the following in the order given:
 - a. The Division Chair of the same division as the person being replaced;
 - b. The division representative to the Curriculum Committee who is from the same division as the person being replaced;
 - c. All other Division Chairs listed in alphabetical order by their last names;
 - d. The Chair of the Curriculum Committee;
 - e. All other tenured members of the faculty listed alphabetically by their last names.

F. Action by the Board of Governors: Within ten days of the submission of a notice of appeal to the Board of Governors or within such additional time as the Board of Governors upon a showing of good cause may grant, the Special Hearing Committee shall transmit to the Board

of Governors the record of the case, including the electronic tape record of the hearing, the report of the Special Hearing Committee, and any documentary or other physical evidence accepted for consideration by the Special Hearing Committee or offered to but rejected for consideration by the Special Hearing Committee. The Board of Governors' review will be based upon such records, but the Board of Governors may disregard evidence accepted for consideration by the Special Hearing Committee which does not comply with the rules of evidence applicable to trials in the state courts of Nebraska. Opportunity for argument, oral or written or both, by the parties or their legal counsel shall be provided. The decision of the Special Hearing Committee may be returned by the Board of Governors to the Special Hearing Committee with specific objections. In the event the proceedings are returned, the Special Hearing Committee shall then reconsider, taking into account the stated objections and receiving new evidence, if necessary, and the Board of Governors shall make a final decision only after study of the report of the Special Hearing Committee on reconsideration. Written notice of the final decision of the Board of Governors shall be given to the affected faculty member, the administration, the Special Hearing Committee, and the Secretary of the Faculty. After thirty days following receipt of the decision of the Board of Governors, the Secretary of the Faculty shall make the report of the Special Hearing Committee and the decision of the Board of Governors available for reading by any faculty member who requests to read them.

G. Rules and Standards for the Standing Committee on Academic Freedom and Due Process Acting as an Investigative Committee:

1. The faculty member affected shall submit in writing to the Investigative Committee and the administration a statement of his or her position within ten days after submission of the request that the Standing Committee on Academic Freedom and Due Process act as an Investigative Committee.
2. The Investigative Committee shall conduct an investigation of the facts pertinent to the dispute, affording the affected faculty member and the administration opportunity to give testimony and to present documentary or other evidence. The Committee shall not be bound by strict legal rules of evidence and may conduct the investigation as it chooses, including the conducting of interviews by all or some of the Committee's members and receiving written statements, affidavits, oral testimony and documentary or other evidence. Testimony need not be given under oath. The investigative proceedings need not be recorded verbatim.
3. The report, including the findings of fact and recommendations, of the Investigative Committee shall be made to the affected faculty member, the administration and to the Board of Governors, and the Secretary of the Faculty. After forty days following receipt of the report of the Investigative Committee, the Secretary of the Faculty shall make the report available for reading by any faculty member who requests to read it, unless an appeal to the Board of Governors has been taken. The report shall state whether or not it is unanimous or a majority report; in either case, the report shall be signed by the Chair, and any dissenting member shall have the right to submit a dissenting report.
4. The decisions and recommendations of the Investigative Committee shall be final unless a notice of appeal to the Board of Governors is submitted in writing to the Board of Governors by the affected faculty member or by the administration within thirty days after the report of the Investigative Committee is received by the parties. If appeal to the Board of Governors is taken, opportunity for argument, oral or written or both, by the parties or their legal counsel shall be provided. If further information is desired by the Board of Governors, the matter shall be resubmitted to the Investigative Committee for

the obtaining of such information and the submitting of further report or reports. The decision of the Board of Governors shall be based upon the information contained in the report or reports of the Investigative Committee. Written notice of the final decision of the Board of Governors shall be given to the affected faculty member, the administration, the Investigative Committee, and the Secretary of the Faculty. After thirty days following receipt of the decision of the Board of Governors, the Secretary of the Faculty shall make the report of the Investigative Committee and the decision of the Board of Governors available for reading by any faculty member who requests to read them.

H. Membership of Investigative Committee: An Investigative Committee shall be constituted by the Standing Committee on Academic Freedom and Due Process as follows:

1. Those members of the Standing Committee who, in a specific case, find themselves in a conflict of interest shall not serve on an Investigative Committee during consideration of that case.
2. An Investigative Committee shall then be formed to investigate the facts of the specific case. Its members shall be those persons from the Standing Committee who did not find themselves in a conflict of interest and those additional members chosen from the Replacement List previously described (Article VII, Section 2, Paragraph E, subparagraph 6).
3. The affected faculty member and the administration may then challenge any member of the Investigative Committee for cause. All determinations of challenges for cause shall be made by the Hearing for Cause Committee in the manner set out in Paragraph E of this Section 2.
4. Replacement procedures shall be the same as those with respect to a Special Hearing Committee, as set out in Paragraph E of this Section 2.

Section 3: Dismissal of Nonregular Appointment Before End of Contract Term

The procedure outlined in Section 2 of Article VII, as it relates to dismissal during a contract period of a regular faculty member having a probationary appointment, shall apply.

Section 4: Claims of Discrimination

A. Nonreappointment: Any claim that a nonreappointment of a faculty member on probationary or other nontenured appointment was in violation of the right of freedom from discrimination specified in Article II, Paragraph E, shall be processed in accordance with Section 1 of this Article VII.

B. Termination of Tenured Appointment or of Nontenured Appointment Before End of Contract Term: Any claim that a termination of a tenured appointment or of a nontenured appointment before the end of the contract term was in violation of the right of freedom from discrimination specified in Article II, Paragraph E, shall be processed in accordance with Section 2 of this Article VII.

C. Advancement in Rank and Tenure and Other Conditions of Employment:

1. Grounds for Appeal. If a faculty member alleges in writing that a denial of advancement in rank, a denial of tenure, or any other treatment of that faculty member by the administration, except nonreappointment or termination of appointment, was in violation

of the faculty member's right of freedom from discrimination specified in Article II, Paragraph E, he or she may utilize the procedures of this Section 4, Article VII.

2. Informal Negotiations, Mediation, and Formal Procedures. Within fourteen days after the affected faculty member learns of facts which cause the faculty member to conclude that discrimination may have occurred, discussions with the administration may be arranged, and, if arranged, there will be informal discussion between the faculty member and appropriate administrative officials, looking toward a settlement of the complaint. Within thirty days after the alleged discrimination occurs or within thirty days after the affected faculty member learns of facts which cause the faculty member to conclude that discrimination may have occurred, the faculty member may notify the administration and the Faculty Affairs Committee in writing of the affected faculty member's request for mediation by the Faculty Affairs Committee. Failure to make a timely request for such mediation shall constitute an acceptance of the action or inaction charged to be discriminatory. At any stage, the affected faculty member and the administration may enter into a written agreement ending the dispute. If a timely request for mediation is made, the procedures set out in this Article VII, Section 2, Paragraphs B, C, D, E, F, G and H, except subparagraph 8 and the last sentence of subparagraph 15 of Paragraph D, shall apply, but the words "the dismissal described in the notice of dismissal shall be final," appearing in the last sentence of Paragraph C, shall read as "the action or inaction charged to be discriminatory shall be accepted by the affected faculty member and shall be final." The burden of proof shall rest exclusively with the faculty member making the allegation of discrimination.

ARTICLE VIII — AMENDING THE FACULTY HANDBOOK

The *Faculty Handbook* shall continue in force until it has been changed by one of the following procedures. A member of the faculty, the administration, or the Committee on Academic Affairs of the Board of Governors may initiate changes. No change will become effective until the Board of Governors takes formal action.

Section 1: Faculty Proposals for Change

Any member of the faculty may propose a change in the *Faculty Handbook* by presenting it to the Faculty Affairs Committee. When a proposal has been endorsed by the Faculty Affairs Committee, its Chair shall submit the proposal to the administration for its evaluation. The administration shall have ten days from its receipt of the proposal within which to provide its evaluation to the Faculty Affairs Committee. Upon receipt of the evaluation of the administration or upon expiration of ten days after receipt by the administration of the proposal, the Faculty Affairs Committee may cause its Chair to submit the proposal to the Committee on Academic Affairs of the Board of Governors. Whenever a proposal is submitted to the Committee on Academic Affairs, it shall be accompanied by any evaluation by the administration which has been received by the Faculty Affairs Committee. The Committee on Academic Affairs shall act promptly upon the proposal and shall forward it with its recommendation to the Board of Governors for formal action. If the Committee on Academic Affairs decides that the proposal should be modified substantially, it shall consult the Faculty Affairs Committee and the administration before recommending the modified proposal to the Board of Governors for final action.

Section 2: Administration Proposals for Change

If the administration proposes a change in the *Faculty Handbook*, the proposal shall be submitted to the Faculty Affairs Committee for its evaluation. The Faculty Affairs Committee shall have ten days from its receipt of the proposal within which to provide its evaluation to the administration. Upon receipt of the evaluation of the Faculty Affairs Committee or upon expiration of ten days after receipt by the Faculty Affairs Committee of the proposal, the administration may submit the proposal to the Committee on Academic Affairs of the Board of Governors. Whenever a proposal is submitted to the Committee on Academic Affairs, it shall be accompanied by any evaluation by the Faculty Affairs Committee which has been received by the administration. The Committee on Academic Affairs shall act promptly on the proposal and shall forward it with its recommendation to the Board of Governors for formal action. If the Committee on Academic Affairs decides that the proposal should be modified substantially, it shall consult the Faculty Affairs Committee and the administration before recommending the modified proposal to the Board of Governors for final action.

Section 3: Committee on Academic Affairs Proposals for Change

If the Committee on Academic Affairs proposes a change in the *Faculty Handbook*, the proposal shall be submitted to the Faculty Affairs Committee and the administration for the evaluation of each. The Faculty Affairs Committee and the administration shall have ten days within which to provide their evaluations to the Committee on Academic Affairs. Upon receipt of the evaluations of the Faculty Affairs Committee and the administration or upon expiration of ten days after receipt by the Faculty Affairs Committee and the administration of the proposal, the Committee on Academic Affairs may forward its proposal to the Board of Governors for final action.

ARTICLE IX— NOTICE, WRITINGS AND ACTS — HOW AND BY WHOM

- A. To or By a Committee:** Whenever a notice or other writing to a committee is permitted or required by this *Faculty Handbook*, it shall be by delivery personally or by mail to the Chair of the committee or, in the event of inability to give notice to the Chair, to any other member of the committee. Whenever notice by a committee is permitted or required by this *Faculty Handbook*, it shall be by the Chair of the committee or by any member of the committee specifically designated by the committee to give such notice.
- B. To or By the Administration:** Whenever notice or other writing to the administration is required or permitted by this *Faculty Handbook*, it shall be by delivery personally or by mail to the President or the Provost, or, in the absence of both the President and the Provost, any other person specifically designated by the President or the Provost to act in his or her stead. Whenever notice or other act by the administration is required or permitted by this *Faculty Handbook*, it shall be by the President of Nebraska Wesleyan University or by any other person authorized by the President or the Board of Governors to act on behalf of Nebraska Wesleyan University.
- C. To the Board of Governors:** Whenever a notice or other writing to the Board of Governors is required or permitted by this *Faculty Handbook* regarding an appeal from a termination of a faculty appointment, it shall be delivered personally or by mail to the Chair of the Board of Governors, or, in the event of an inability to give notice to the Chair, to any other officer of the Board of Governors.

ARTICLE X — DISTRIBUTION

Each faculty member now or hereafter receiving an appointment at Nebraska Wesleyan University shall be supplied promptly with a current copy of the *Faculty Handbook*.