

# FACULTY HANDBOOK

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## ARTICLE I – INTRODUCTION

Faculty members who are committed both to the liberal arts and active learning over their careers are central to continuing the mission of Nebraska Wesleyan University. Their commitment to teaching, service, and professional development/professional activities is at the heart of Nebraska Wesleyan University's tradition of excellence in education.

This Faculty Handbook is designed:

1. to assist Nebraska Wesleyan in securing qualified personnel;
2. to establish standards for maintaining high academic standards by the university;
3. to encourage professional growth on the part of the instructional personnel;
4. to provide standards applicable to appointments, tenure, and rank at Nebraska Wesleyan; and,
5. to provide policies necessary to establish a culture of professionalism and inclusion.

The purposes of faculty evaluation, described in Article V, at Nebraska Wesleyan is to promote individual professional development/professional activities, to facilitate student learning, and to enhance institutional improvement. The evaluation process focuses on the objectives and goals of the individual and of the University. It serves both as a measure of progress toward stated goals and a discussion of expectations for the future. The evaluation is also the basis for advancement in rank, tenure, and pre-tenure review.

## 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 Provost or the President.
- 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 religion or creed, age, genetic information, gender identity and expression, sexual identity and orientation, veteran status, disability, marital status, race, or national or ethnic origin; nor shall there be any discrimination in violation of any applicable local, state, or federal law.

## ARTICLE III – PROFESSIONAL ETHICS

### Introduction:

At Nebraska Wesleyan University, employees affirm the values set forth in the university’s Mission Statement. Nebraska Wesleyan employees are “dedicated to intellectual and personal growth within the context of a liberal arts education in an environment of Christian concern.” They intend that “Nebraska Wesleyan students develop a sense of individual worth and become useful and serving members of the human community.” The university’s mission is consistent with its relationship to the United Methodist Church.

NOTE: The Human Resources page of Business Office website contains related policies that impact both faculty and staff members including, but not limited to, NWU’s Policy Statement on Sexual Harassment, Policy Statement on Personal Harassment, Policy Statement on Bullying, and Policy on Consensual Relationships. The Faculty Affairs Committee may offer input on these policies and procedures.

To foster the development of these values, employees at Nebraska Wesleyan are expected to subscribe to the following ethical positions:

- A. Human Dignity:** All students and colleagues will be treated fairly and respectfully, without regard to any personal differences.

Relationships between Nebraska Wesleyan employees and students enrolled at the university are, above all, professional. These professional relationships must not be compromised by social, emotional, romantic, or sexual attachments.

- B. Use of University Affiliation:** Employees at Nebraska Wesleyan will use their professional connection to the university only in academic contexts. They will not use the official title of the university to promote commercially any product, service, workshop, conference, camp, or business organization without the approval of the President or the appropriate Vice President. When publicly addressing issues not related to their role at Nebraska Wesleyan, employees will make it very clear that they are not speaking for the university. Further, university stationery must not be used for personal correspondence.

- C. Professional Integrity:** Professional integrity is essential at Nebraska Wesleyan, expected of its students and employees alike. Employees at Nebraska Wesleyan observe copyright laws and credit sources in their work, use university facilities and resources only for professional purposes, and model for students the highest standards of academic honesty in written and oral discourse. Employees of the university will not use materials produced by students for any purpose other than that for which the materials were produced, without the students' consent.
- D. Professional Responsibilities:** Employees at Nebraska Wesleyan are committed to lifelong learning; they keep themselves informed of developments in their fields and endeavor to relate their work to the broader purposes of the university and the community.

Employees at Nebraska Wesleyan strive to be objective in their professional judgments of colleagues. They affirm the American Association of University Professors' policy which says, in part, that "they should at all times be accurate, should exercise appropriate restraint, [and] should show respect for the opinions of others." It is expected that Nebraska Wesleyan employees treat each other with dignity regardless of employment status.

Nebraska Wesleyan employees affirm the reciprocal nature of professional agreements made with the university. Just as the university demonstrates good faith when it funds special projects (e.g., sabbaticals, attendance at professional meetings) for employees, so employees demonstrate their good faith by honoring their commitments.

In addition, employees at Nebraska Wesleyan share, when appropriate, the responsibilities for governing the institution.

*Approved by Administrative Council, 8-12-96*

*Approved by Board of Governors, 10-4-96*

- E. NWU Policy Statement on Non-Discrimination:** Diversity is a core value of Nebraska Wesleyan University's mission and we embrace it as a source of strength. Nebraska Wesleyan University provides equal educational and employment opportunities to qualified persons in all areas of university operation without regard to religion or creed, age, genetic information, gender identity and expression, sexual identity and orientation, veteran status, disability, marital status, race, or national or ethnic origin, in compliance with state and federal laws, including but not limited to Title XII, Title IX, and the ADA.
- F. Diversity and Nebraska Wesleyan:** Diversity is one of Nebraska Wesleyan University's six core values. The Nebraska Wesleyan University Mission Statement proclaims it to be "an academic community dedicated to intellectual and personal growth within the context of a liberal arts education and in an environment of Christian concern." We believe that an authentic Christian witness is one that intentionally recruits and welcomes persons of all racial, ethnic, and religious backgrounds into an academic community, not only because all people bear inherent

worth in the eyes of God, but also because a diverse community broadens and enriches our knowledge, our experience, and our vision and understanding of truth.

The Mission Statement further states that the university's curricula and programs are designed to assist students in broadening their perspectives on humanity and culture. Nebraska Wesleyan intends that its students develop a sense of individual worth and become useful and serving members of the community. Consequently, our university community embraces and celebrates differences in order for our students to fulfill this mission.

Diversity is one of six NWU Common Institutional Learning Outcomes: Graduates of NWU will demonstrate knowledge of cultural diversity and of inequalities built into social systems in order to promote inclusivity, equity, and social justice in our communities.

In summary, Nebraska Wesleyan is on record as to its stand on diversity. These commitments define for this academic community the importance of diversity and the expectations for members of our community.

*Approved by the Administrative Council, 6-24-94*

**G. Institutional Review Board for Human Subjects Research:** The scope of human subjects research activity that is subject to review by the NWU-IRB includes the following:

1. the research is sponsored by Nebraska Wesleyan University (NWU),
2. the research is conducted by or under the direction of any employee or agent of NWU in connection with his or her institutional responsibilities,
3. the research is conducted by or under the direction of any employee or agent of NWU using any property or facility of NWU,
4. the research involves the use of NWU's nonpublic information to identify or contact human research subjects or prospective subjects,
5. the research is conducted by or under the direction of any employee or agent of NWU and takes place within a foreign country.

In any case, no research activities involving investigational drugs or devices may be conducted at, by, or in affiliation with Nebraska Wesleyan University.

The NWU-IRB must be prepared to receive and act on information regarding research underway that is received from a variety of sources, such as human subjects, research investigators, NWU personnel and community collaborators. The NWU-IRB shall have the authority to observe or have a third party observe any research activities. In cases deemed appropriate by the NWU-IRB Chair, information shall be reported to the Provost.

The NWU-IRB shall have the authority to suspend or terminate approval of research that is not being conducted in accordance with the NWU-IRB decisions, conditions and requirements or research that has been associated with unexpected serious harm to subjects. Any suspension or termination shall include a statement of the reasons for the

NWU-IRB's action and shall be reported promptly to the investigator, appropriate institutional officials, and to any federal funders or oversight agencies.

(Taken from the Policies & Procedures of the NWU IRB, 2018 available on the NWU Website)

#### **H. Institutional Animal Care and Use Committee:**

The scope of activity that is subject to review by the NWU-IACUC includes the following: all research, research training, experimentation, biological testing, and related activities involving live vertebrate animals supported by the Public Health Service (PHS) Policy on Humane Care and Use of Laboratory Animals. The NWU-IACUC oversees activities on the Nebraska Wesleyan University campus, where animal facilities exist.

Nebraska Wesleyan University will comply with all applicable provisions of the Animal Welfare Act and other Federal statutes and regulations relating to animals. NWU is guided by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research, and Training."

NWU will ensure that all individuals involved in the care and use of laboratory animals understand their individual and collective responsibilities for compliance, and other applicable laws and regulations pertaining to animal care and use.

NWU has established and will maintain a program for activities involving animals according to the Guide for the Care and Use of Laboratory Animals. The university agrees to ensure that all performance sites engaged in activities involving live vertebrate animals under consortium (subaward) or subcontract agreements have an Animal Welfare Assurance and that the activities have Institutional Animal Care and Use Committee.

(Taken from NWU-IACUC Assurance Statement, 2018, available on the NWU website)

## **ARTICLE IV – CONTRACTS, APPOINTMENTS, AND REAPPOINTMENTS**

### **Section 1: Faculty Qualifications**

#### **Nebraska Wesleyan University Faculty Qualifications Policy**

Nebraska Wesleyan University follows Higher Learning Commission requirements for faculty qualifications. NWU determines faculty qualifications primarily by credentials, although it may consider other factors, such as tested experience, as qualification for teaching. Based on HLC recommendations, NWU's instructional faculty "possess an academic degree relevant to what they are teaching and at least one level above the level at which they teach, except in programs for terminal degrees or when equivalent experience is established. In terminal degree programs, faculty members possess the same level of degree. When faculty members are employed based on equivalent experience, the institution defines a minimum threshold of experience and an evaluation process that is used in the appointment process" (page 3, <https://www.hlcommission.org/Publications/determining-qualified-faculty.html>)

Documentation of teaching qualifications is part of each faculty member's file. In cases where equivalent experience and/or credentials are a consideration for employment, the file provides information regarding the particular experiences and/or credentials, and their relevance to the discipline or courses taught by the

faculty member.

**Qualifications based on Academic Credentials:**

NWU's preference is to hire faculty members with terminal degrees in the relevant field whenever possible.

**Baccalaureate programs:** Faculty members recommended for full-time or part-time positions in undergraduate programs must have completed *at minimum* one of the following:

- a) A master's degree in the discipline, OR
- b) A master's degree in a related field, plus at least 18 graduate credits in the discipline

**Master's programs:** Faculty members recommended for full-time or part-time positions in graduate programs must have completed *at minimum* one of the following:

- a) A terminal degree in the discipline, OR
- b) A terminal degree in a related field, plus at least 18 hours of graduate credit in the discipline

**Qualifications Based on a Combination of Academic Credentials and Tested Experience**

The Higher Learning Commission recognizes that tested experience may substitute for a credential in situations when the institution determines said experience is equivalent to the degree required for the position. Specific disciplines and programs may establish what constitutes tested experience, including the skill sets, experiences, and professional credentials that qualify candidates to teach in those programs. Candidates whose eligibility is based on a combination of credentials and tested experience must hold at least the lesser degree (i.e., a degree one level lower than those indicated above) plus appropriate experience. In these cases, department chairs must submit a request explaining how the individual meets qualification requirements. Requests must be approved by the appropriate academic dean in the case of part-time faculty, or by the provost in the case of full-time faculty. The following guidelines may be used in the approval process:

- a) Professional experience – Minimum of 5 years of professional experience as evidenced by job title, or minimum of 3 years of supervisory experience over professionals in the field
- b) Professional accomplishment – Additional evidence of exemplary work and accomplishment as a practitioner
- c) Clinical and Student Teaching credentials – Appropriate licensure, registration, and/or certification for the discipline and nature of the assignment
- d) Third-party credential – High-level industry certification resulting from rigorous training and at least 5 years of experience working in the field
- e) Artistic talent – Validation of expertise, ability, and talent through publications or wide and public acclaim
- f) Proficiency in a foreign language – Demonstration of qualifications as native or superior proficiency in a foreign language (for lower-level courses only)
- g) Pedagogical training – Evidence of training specifically related to the course or discipline

**Section 2: Categories of Faculty**

**A. Regular Faculty:** There are two kinds of regular faculty appointments: tenure track and appointments with tenure. Regular faculty includes all faculty members serving full-time teaching appointments with the rank of:

- i. Instructor,
- ii. Assistant Professor,
- iii. Associate Professor, and
- iv. Professor.

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

- i. Adjunct faculty: Assignment of part-time faculty members to the rank of adjunct instructor or adjunct professor will be made by the appropriate academic dean 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.
- ii. Visiting faculty at the rank of instructor, assistant professor, associate professor, or professor: Faculty members may hold visiting appointments for no more than three years.
- iii. Fixed-term faculty at the rank of instructor, assistant professor, associate professor, or professor: The number of fixed-term faculty members is limited to no more than 10% of a five-year rolling average of the regular faculty.
- iv. Senior professor: To be considered for the rank of senior professor, the applicant must meet the following minimum requirements:
  - age 60 1/2 or older at the time the rank goes into effect;
  - tenured member of the faculty at the time of application;
  - 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.
- v. Research associate or consultant
- vi. Scholar or artist in residence
- vii. Administrators who hold faculty rank (tenured or non-tenured) but who are not presently teaching full time
- viii. Professional librarians
- ix. Other special faculty appointments not classified as regular, full-time faculty.

**1. Eligibility for Tenure:**

No non-regular faculty members are eligible for tenure. Administrators who have previously been tenured at Nebraska Wesleyan University may retain their tenure after accepting an administrative appointment. In some cases, academic administrators who held tenure at another institution may be granted tenure by the Board of Governors after a special review.

**2. Salary and Benefits:**

**a. Fixed-Term Faculty**

Fixed-term faculty members receive the same benefits as regular faculty members but are not eligible for sabbatical. After three years, fixed-term faculty members are eligible for unpaid leave without loss of rank. Fixed-term faculty members shall be hired at a salary of no less than 85% of the baseline salary being offered to newly hired regular faculty members.

**b. All Other Non-regular Faculty**

All other non-regular faculty members 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 non-regular faculty members 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, Section 1.

**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 that differs from a tenure-track 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 3: 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 members shall include the salary, fringe benefits, special assignments, and other provisions required at the discretion of the university. The contract for non-regular faculty members shall stipulate the salary, fringe benefits, teaching load, special assignments, and other provisions required at the discretion of the university. A contract that 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 tenure track faculty members and to full-time non-regular faculty members who have received letters of reappointment.

Newly-hired fixed-term faculty members 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 this Faculty Handbook, any subsequent fixed-term faculty contracts will be issued in three-year terms unless the faculty member requests a shorter term. Fixed-term faculty members serving under three-year contracts shall receive pay raises at the same rate as full-time faculty members 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 non-regular faculty members at any time. Contracts for part-time non-regular 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 non-regular).

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 academic deans.

#### **Section 4: Initial Appointments and Reappointments**

**A. Initial Appointments:** Initial appointments of full-time faculty members are made for no more than one year. Initial appointments of regular faculty members are tenure track and normally to the rank of instructor or assistant professor. Initial appointments of fixed-term faculty members 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 to the administration within fifteen days of said offer. Failure to file such notice will be regarded as evidence of non-acceptance 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 VIII. 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 Non-tenured Faculty Appointments.** Regular non-tenured faculty members who are not to be reappointed must be sent letters of non-reappointment as specified in Article VII. Failure of the administration to send notice of non-reappointment by the dates specified in this section shall constitute automatic reappointment of the non-tenured faculty member. The administration shall normally confirm the reappointment of regular non-tenured faculty members and the terms and conditions of the reappointment by issuing letters of reappointment by March 15. Regular non-tenured 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 Non-regular Faculty Appointments.**
  - a. Fixed-Term Faculty**

Fixed-term faculty members who are not to be reappointed must be sent letters of non-reappointment as specified in Article VII. Failure of the administration to send notice of non-reappointment by the dates specified in this section shall constitute automatic reappointment of the fixed-term faculty member. 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 Non-regular Faculty**

Reappointments of other non-regular 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 VII. The administration shall normally confirm the reappointment of other full-time non-regular 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 5: Personnel Records:**

A permanent and confidential personnel file is maintained in the Academic Affairs Office for each faculty member. Each faculty member must provide official graduate transcripts and proof of attainment of the appropriate graduate degree(s) at the time of appointment. In addition, it is the responsibility of each faculty member to provide appropriate personal data, including biographical information, along with a current curriculum vita. Faculty members may wish to include other data such as letters of recommendation from professional colleagues, documentation of professional growth, and copies of publications.

#### **Section 6: Restrictions Affecting Appointments**

- A. Restrictions on Tenure:** There shall be no quotas of full-time faculty members 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 members 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 and the Provost of the prospect and all 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 their 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 their research, unless the project that he or she has accepted has terms that state otherwise.

**D. Retirement:** 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 V – RANK, TENURE, AND ADVANCEMENT IN RANK**

### **Section 1: Criteria for Rank, Tenure and Advancement in Rank 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. See Article IV, Section 1
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.

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. Changes in rank become effective at the beginning of the fall semester following completion of the terminal degree.

Evidence of strong teaching for at least two years and meeting the minimum qualifications listed 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 criteria listed below in Article IV, Section 1. 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 tenure track period shall be stipulated at the time of the initial appointment. The awarding of tenure does not automatically convey advancement in rank 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 be based on criteria listed below. 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, or 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. To be considered for advancement in rank to professor:
  - a. a candidate must serve a minimum of five years in the rank of associate professor;
  - b. a candidate must hold tenure or be eligible to apply for tenure;
  - c. a candidate must have earned a doctoral or terminal master's degree, or the equivalent as determined by the Faculty Affairs Committee in conjunction with the Provost.
2. Advancement in rank is not automatic at the end of five years; sometimes associate professor will be the appropriate final rank. The rank of professor is for those who distinguish themselves with a sustained record of excellence in the following:
  - 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, or 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.

### **Section 2: Tenure General Provisions**

#### **A. Appointments Eligible for Tenure:**

1. All regular teaching assignments to the rank of instructor, assistant professor, associate professor, and professor are of two kinds: Tenure-track appointments, and appointments with tenure;
2. Program Directors who are hired on or appointed to a tenure track may also be considered for 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 obligate the university to award tenure to anyone.

- C. Length of Tenure Track Period:** Contracts for tenure-track faculty members 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 tenure track period at Nebraska Wesleyan shall not exceed seven years. The time spent on leave of absence shall not count toward those seven years, 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 count toward the seven years of tenure track. In such cases, the tenure track 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 tenure track 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 professional rank may enjoy tenure as a member of the instructional staff, but never in their administrative positions.

### **Section 3: General Provisions for Fixed-Term Contracts**

- A. Appointments Eligible for Contracts:** All fixed-term teaching assignments to the rank of Instructor, Assistant Professor, Associate Professor, and Professor (and professional librarians, if appropriate) are of two kinds:
1. One-year contract;
  2. Multi-year contract up to three years.
- B. Who May Award:** Only the Provost may offer fixed-term contracts. Worthiness and merit, although prerequisites for consideration for the offer of a fixed-term contract, in no way, obligate the University to offer a fixed-term contract to anyone.
- C. Number:** The number of fixed-term faculty members would be limited to no more than 10% of a five-year rolling average of the regular faculty.
- D. One-year Contracts:** Fixed-term faculty members will receive one-year contracts for the first three years of service.
- E. Multi-year Contracts:** After three one-year contracts have been issued, fixed-term faculty members will be eligible for three-year continuing contracts if the quality of the work meets or exceeds expectations and if institutional staffing needs continue. (Contracts shorter than three years may be negotiated at the faculty member's request.)

## **Section 4: 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:
  - a. a doctoral or terminal master's degree, or a master's degree and appropriate professional experience; and
  - b. at least two years in the rank of instructor, fixed-term before applying for advancement in rank.

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. 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:
  - a. A doctoral or terminal master's degree, or a master's degree and appropriate professional experience, unless otherwise specified in the faculty member's initial contract; and
  - b. five years in the rank of assistant professor, fixed-term.

3. 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 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/professional activities and university service that has been designated by their contracts as part of their workload; 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:
  - a. Earned doctoral or terminal master's degree, or the equivalent as determined by the Faculty Affairs Committee working in conjunction with the Provost; and
  - b. Five years in the rank of associate professor, fixed-term. .
3. Advancement in rank is not automatic at the end of five years; sometimes associate professor will be the appropriate final rank. The rank of professor, fixed-term is for those who distinguish themselves with a sustained record of excellence in all of the categories listed above. In addition, full professors, fixed-term will demonstrate leadership in several ways including but not limited to:
  - a. effecting growth or change while serving as a faculty officer,
  - b. developing new university programs,
  - c. coordinating growth or change while chairing a department or division,
  - d. enabling growth or change while working with or advising a campus student organization,
  - e. and promoting the interests of Nebraska Wesleyan beyond the university.

#### **Section 5: Criteria for Reappointment of Fixed Term Faculty**

- A. Reappointment decisions in the initial three years shall be made by the Provost in consultation with the department chair or program director based on the faculty member's classroom performance, the faculty member's other designated responsibilities, and institutional staffing needs. In the academic year before the

reappointment decision, the Provost will confer with the department chair or program director regarding staffing needs. If the Provost determines that the fixed-term faculty position is no longer needed, she/he will notify the candidate by February 15 of the year before the evaluation. In the case, the fixed-term faculty member will not have an evaluation and will complete their contract at the end of the third-year.

- B. Subsequent Evaluation. Evaluation for the subsequent three-year contracts after the sixth year will occur during the first semester of the last year of the current contract. These evaluations will be done by the Provost, in consultation with the fixed-term faculty member's supervisor(s)--department chair, program director, staff supervisor -- and the President of the University. The reappointment decision will be informed by the faculty member's classroom performance, the faculty member's other designated responsibilities as designated by contract (which may include university service and professional development), and institutional staffing needs.

## **ARTICLE VI – EVALUATION PROCEDURES FOR TENURE AND ADVANCEMENT IN RANK**

### **Section 1: Evaluation Cycles**

#### **A. Tenure-Track And Fixed-Term Appointments Review Cycles**

Tenure-track faculty members are normally evaluated in the second, fourth, and sixth years. The evaluation in the sixth year is the tenure evaluation. The evaluation process includes advising and teaching, professional development/professional activities, and service activities. Fixed-term faculty members are normally evaluated in the third and sixth years. The evaluation process of fixed-term faculty members may include advising and teaching, professional development/professional activities, and service activities, however, the evaluation will be based on their contractual obligations.

Sometimes the tenure-track faculty member may request or be required to complete a special third- or fifth-year evaluation. The required special review may be recommended by the Faculty Evaluation Committee, and occurs when the Provost and President deem that the faculty member's second- or fourth-year evaluation identifies one or more areas that need to be improved. The third- and fifth-year evaluations are meant to be a chance for the faculty member to improve those areas for their next scheduled evaluation (either the fourth year or tenure evaluation). The third- or fifth-year evaluation file does not need to address all three roles (teaching, service, professional development/professional activities), but only those deemed necessary by the Provost and President. In the case of a special evaluation, the Provost will discuss with the faculty member what documentation should be included in the special review. In addition, the Provost will assign a faculty mentor to assist in strengthening the areas under special review.

For fixed-term faculty members, evaluation for the subsequent three-year contracts after the sixth year will occur during the first semester of the last year of the current contract. These evaluations will be done by the Provost, in consultation with the fixed-term faculty member's supervisor(s), and the President of the University. The faculty member's supervisor may be the department chair, program director, and/or staff supervisor. The reappointment decision will be informed by the faculty member's faculty evaluation criteria and institutional staffing needs.

## **B. Tenured Faculty**

Tenured faculty members are reviewed by the Faculty Evaluation Committee only if they are applying for advancement in rank. If the faculty member does not receive advancement in rank during a review they may re-apply in subsequent years.

## **C. Adjunct Faculty and Visiting Faculty with Limited-Term Appointments**

For these appointments, faculty members should administer the IDEA Student Rating of Instruction (SRI) forms for every course every semester. The results of these evaluations will be examined by the appropriate Dean and the department chair who will follow up with feedback and direction as needed.

## **D. Librarians with Faculty Rank**

Librarians are administrators with faculty rank. Under normal circumstances, the administration shall issue faculty librarians annual letters of reappointment. As non-regular faculty members, librarians will meet with their supervisors once annually to evaluate their work from the previous year and set goals for the following year.

Initial appointment is generally at the rank of assistant professor. After five years at the rank of assistant professor, a faculty librarian may choose to apply for promotion to associate professor based on the principles outlined in section 1 above. After a minimum of five years at the rank of associate professor, a faculty librarian may choose to apply for promotion to professor.

## **Section 2: 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 at 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.

### **Section 3: Procedures for Advancement in Rank**

- A. Written Requests for Advancement in Rank:** 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. In either case, a written request to be considered for advancement must be delivered to the Provost by the first Friday in October. 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 the first Friday in November, 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.

## ARTICLE VII – TERMINATION OF APPOINTMENTS

### Section 1: Regular Faculty Tenure Track Appointments

**A. Non-reappointment:** Although regular faculty tenure track 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 tenure track appointments at the end of the term specified in the contract, herein called “non-reappointment,” may be affected by Nebraska Wesleyan without cause, but shall not be affected because of the exercise of any of the faculty rights described in Article II.

**B. Notice of Non-reappointment:** 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 of 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 Non-reappointment:** Failure to give notice of non-reappointment 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 member’s tenure track appointment before the end of the term specified in the contract (herein sometimes referred to as a dismissal) may be affected by Nebraska

Wesleyan only for adequate cause, as defined in Article VII, Section 2, Paragraph B, and shall not be affected 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 member's tenure track 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 member's tenure track appointment or termination of a regular faculty member's tenure track appointment before the end of the contract period may be made effective upon three months 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. 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, after informing the individual, 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.

The President's Office will give periodic updates on the inquiry at least every 60 days with a goal of completing the inquiry after 180 days. If the inquiry time needs to be extended, the President's Office will inform the faculty member at the end of the 180 days.

If the inquiry proceeds to the point of termination. The faculty member shall be informed of the nature and the source of the inquiry.

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

1. Grave moral delinquency.
2. Incapacity (mental, physical, or emotional). Unsatisfactory performance of duties: primarily the giving of service which falls below the standards of Nebraska Wesleyan in terms of satisfactory teaching. Other standards that may be considered are stated in Article II—Norms for Appointment, Advancement and Tenure.
3. Material breach of contract.
4. Flagrant and persistent non-cooperation with fellow faculty members or administration to the extent that it constitutes rejection of responsibilities a faculty member normally assumes.
5. Conviction of a crime punishable by a term of imprisonment of more than one year.
6. Misconduct or harassment of a Nebraska Wesleyan University student or employee. [See Nebraska Wesleyan's Policy Statement on Sexual Misconduct/Harassment]
7. General financial exigency of Nebraska Wesleyan.
8. 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.
9. 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 7, 8, or 9 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 months' 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 VIII, Section 2. Salary will continue during the period of suspension.

### **Section 3: Fixed-Term Appointments**

- A. Non-reappointment:** 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 "non-reappointment," 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 Non-reappointment:** 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 Non-reappointment:** Failure to give notice of non-reappointment 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 VII, 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 months' 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 Non-regular Appointments**

Termination of a non-regular 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 pursuant to the at-will employment doctrine, 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 VII. In no event shall termination of a non-regular appointment be effected because of the exercise of any of the faculty rights described in Article II. Termination of fixed-term faculty members shall be governed by the provisions specified in Article VII, 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 that are submitted in order to accept other employment will be honored without penalty if submitted before July 15. Resignations 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 non-reappointment shall not be bound by these restrictions;
2. Persons employed on a terminal contract shall not be bound by these restrictions.

## **ARTICLE VIII —PROCEDURES FOR APPEAL OF NON-REAPPOINTMENTS, DISMISSALS, AND CLAIMS OF DISCRIMINATION**

### **Section 1: Non-reappointment of Non-tenured Faculty**

- A. Grounds for Appeal:** If a faculty member on tenure track or other non-tenured 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 non-reappointment, he or she may utilize the procedures of this Article VII.
- B. Informal Negotiations:** Within fourteen days after receipt of the notice of non-reappointment, 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 non-reappointment, 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 (within 30 days) for such mediation shall constitute an acceptance of the non-reappointment. 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 non-reappointment the burden of proof always rests exclusively with the faculty member making the allegation.

## **Section 2: Termination of Faculty Appointment before the End of Contract Year**

- A. Informal Negotiations:** After receiving a notice of termination, the affected faculty member (either tenured or under a multi-year appointment) 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 (within 30 days) 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 recording 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 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. 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.
5. 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 Undergraduate Curriculum Committee who is from the same division as the person being replaced;
  - c. The division representative to the Graduate Curriculum and Standards Committee who is from the same division as the person being replaced;
  - d. All other division chairs listed in alphabetical order by their last names;
  - e. The chair of the Curriculum Committee;
  - f. 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 that 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 affected faculty member 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, 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.
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.
4. Replacement procedures shall be the same as those with respect to a Special Hearing Committee.

### **Section 3: Dismissal of Non-regular Appointment before End of Contract Term**

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

### **Section 4: Claims of Discrimination**

**A. Non-reappointment:** Any claim that a non-reappointment of a faculty member on tenure track or other non-tenured 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 VIII.

**B. Termination of Tenured Appointment or of Non-tenured Appointment Before End of Contract Term:** Any claim that a termination of a tenured appointment or of a non-tenured 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 VIII.

### **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 non-reappointment 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 VIII.

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 that 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 VIII, 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 IX – ACADEMIC POLICIES**

### **A. Policy Statement on NWU's Commitment to Students with Disabilities**

Nebraska Wesleyan University welcomes people with disabilities to our campus. The university is committed to providing accessibility and reasonable accommodations to all who take part in campus events so that all have equal educational opportunities and full participation in campus community life.

Nebraska Wesleyan provides equal opportunity to all qualified persons in all areas of university operation, including education, employment, and decisions regarding faculty appointment, advancement in rank or tenure, without regard to religion or creed, age, genetic information, gender identity and expression, sexual identity and orientation, veteran status, disability, marital status, race, or national or ethnic origin.

Federal law requires that Nebraska Wesleyan University make "reasonable accommodations" to ensure that persons with disabilities will have equal access to all educational programs, activities and services. Therefore, Nebraska Wesleyan University, in compliance with Section 504 of the Rehabilitation Act of 1973, as amended, and with the Americans with Disabilities Act of 1990 (ADA), as amended, recognizes the university's obligation to make reasonable accommodations for qualified students with disabilities.

## **Definitions**

A “reasonable accommodation” is defined as any change in an environment or in the way things are customarily done that (1) enables an individual with a disability to enjoy equal opportunities; and (2) does not fundamentally alter the nature of the activity, service or program.

A “disabled person” is defined as one who has a physical or mental impairment that substantially affects one or more major life activities or has a record of such an impairment, or is regarded as having such an impairment.

## **Procedures**

To facilitate plans for reasonable accommodations, students with disabilities must identify and document their needs following their admission to Nebraska Wesleyan University. It is the responsibility of the student to notify the university of their disability, to document the disability, and to request accommodations.

Individuals should contact the Services for Students with Disabilities Coordinator.

## **Appeal Procedure for Students with Disabilities**

If a student believes that Nebraska Wesleyan University is failing to provide reasonable accommodation for a disability, the student should petition the Disability Appeal Decision Committee in writing. This committee consists of the Provost, the Vice President for Student Life and the Vice President for Finance and Administration. The Disability Appeal Decision Committee may seek statements from any and all students, faculty, or staff members involved. The decision of this committee is final.

## **B. Course Syllabi**

**In order to implement and monitor a number of academic policies, it is important that the Academic Affairs Office have copies of course syllabi for all current courses.** Syllabi should be submitted electronically to the Office of Academic Affairs prior to the first day of class.

### **Syllabi should include:**

**Student Attendance Policy:** “Regular class attendance is intended for all students. Specific attendance requirements vary. Each instructor determines their own attendance requirements and provides a written statement of them to each class during the first week of the semester. A copy of this statement is sent to the Academic Affairs Office and is open to examination by students.”

**Grading Policy:** “Faculty members shall publish their grading policy for all students in their classes. This should include all criteria that may be involved in formulating a student's grade. If, for example, grades will be derived solely from test scores and class participation, then this should be published for students.” (The policy requires that a copy of the grading policy for each class be on file in the Academic Affairs Office and that it be open to examination by students.)

**Policy Statement on the University’s Commitment to Students with Disabilities:**

According to the policy adopted in January of 1997, the following statement is to be communicated to all students in each class. Faculty members are urged to include this statement in course outlines/syllabi: “Nebraska Wesleyan University maintains a supportive academic environment for students with disabilities. To assist us in that effort, Federal law requires that students with disabilities notify the University, provide documentation, and request reasonable accommodations. If you need accommodations in this course, please contact Prof. Sandy McBride, the Services for Students with Disabilities Coordinator (Old Main 126, 402-465-2346, [smcbride@nebrwesleyan.edu](mailto:smcbride@nebrwesleyan.edu)).”

**Statement on Academic Integrity:** In addition, faculty members are encouraged to include the following Statement on Academic Integrity. “Academic integrity is one of the basic principles of a university community. Nebraska Wesleyan University encourages and expects the highest standards of academic honesty from all students. The Code of Student Conduct states that students found to have engaged in academic dishonesty, which encompasses such activities as cheating, plagiarism, unauthorized collaboration, and misrepresentation, are subject to disciplinary sanctions. Refer to Article V of the Code of Student Conduct for examples and definitions of academic dishonesty along with possible sanctions. Violations of academic integrity will result at least in the failure of the assignment and/or course and could result in Student Conduct Board process.”

**Title IX Statement:** Instructors may reword the statement to fit the voice or tone of the syllabus, provided the modified text contains the following:

- Statement of the university’s commitment to Title IX
- Reporting section on faculty members as mandatory reporters
- Resources section on the availability of confidential resources on and off campus for the relevant site (Lincoln/Omaha) and the [titleix@nebrwesleyan.edu](mailto:titleix@nebrwesleyan.edu) mail address.

**Longer Version of Reporting Text**

**Title IX Reporting**

As an instructor, one of my responsibilities is to help create a safe learning environment on our campus. I also have a reporting responsibility under The Title IX Educational Act of 1972, which prohibits violence, harassment, and discrimination based on sex and gender.

It is my goal that you feel able to share information related to your life experiences in classroom discussions, in your written work, and in our one-on-one meetings. I will seek

to keep information you share private to the greatest extent possible. However, for the sake of NWU students' safety and welfare, I am required to share information regarding sexual misconduct or information about a crime that may have occurred on NWU's campus with a Title IX Coordinator. Confidential resources and assistance from the Title IX office are available for all NWU students.

### **Shorter Version of Reporting Text**

#### **Title IX Reporting**

The Nebraska Wesleyan community and I seek to create a safe learning environment for our students. This includes promoting freedom from violence, harassment, and discrimination based on sex and gender. For the sake of NWU students' safety and welfare, I am required to share information regarding sexual misconduct or information about a crime that may have occurred on NWU's campus with a Title IX Coordinator. Confidential resources and assistance from the Title IX office are available for all NWU students.

#### **Confidential Resources**

Confidential assistance is also available for students. If you or someone you know has been harassed, assaulted, or discriminated against because of sex or gender, the following resources are available:

##### *On Campus Confidential Resources (Lincoln):*

Campus Victim Advocate: [advocate@nebrwesleyan.edu](mailto:advocate@nebrwesleyan.edu) Campus Minister: Rev. H.

Eduardo Bousson: [ebousson@nebrwesleyan.edu](mailto:ebousson@nebrwesleyan.edu)

NWU Personal Counseling Services: 402-465-2464

##### *Off Campus Confidential Resources (Lincoln):*

24-hour Crisis Line (402) 475-7273

Voices of Hope (Relationship violence, sexual assault, and abuse support center)

2545 N Street; Lincoln, NE 68510; Office: (402) 476-2110

##### *Off Campus Confidential Resources, Omaha:*

- Women's Center for Advancement (402) 345-6555
  - Women's Center for Advancement can help Omaha and Council Bluffs students who are experiencing issues of sexual assault, dating violence, domestic violence, harassment, discrimination, or stalking.
  - 24-hour crisis hotline, victim advocacy, free behavioral health services, free legal services including immigration, support groups, advocacy for women connected to the military, support services for human trafficking victims, financial literacy classes, life skills workshops, health & wellness partnerships, career clothing closet, employment coaching.
- 24-hour Crisis Line (English and Spanish)
  - 8:00AM-5:00PM, M-F <http://www.wcaomaha.org>
  - (402) 475-7273
  - 3801 Harney Street, Omaha, NE 68131

#### **NWU Title IX Resources:**

For information about campus Title IX resources and related policies, see the "Sexual

Misconduct Prevention and Response” page on the NWU website:  
<https://www.nebrwesleyan.edu/inside-nwu/sexual-misconduct-prevention-and-response>

Title IX Coordinator, Lincoln: Natasha Sutliff, [titleix@nebrwesleyan.edu](mailto:titleix@nebrwesleyan.edu), 402-432-6925  
Title IX Coordinator, Omaha: Amy Harrison, [titleix@nebrwesleyan.edu](mailto:titleix@nebrwesleyan.edu), 402-827-3555

### **C. Culmination Period**

The Culmination Period will begin at 8 a.m. exactly one week (seven calendar days) prior to the beginning of semester final examinations, and will remain in effect until the beginning of the first final exam of finals week. No lecture examinations, tests, or quizzes will be given except for laboratory practical examinations, activity examinations, final performances, make-up or repeat examinations and self-paced examinations. This policy is designed to assist students in the management of their time as they prepare for final examinations. Failure of a faculty member to follow this procedure may result in a written reprimand from the administration.

### **D. Final Exam Meeting Policy**

All classes must meet for no fewer than fifty minutes during the period specified in the final examination schedule. The final examination schedule can be found on the Registrar’s Office website. If you have questions, please verify examination times with the Registrar’s Office.

### **E. Faculty Class Time Policy**

NWU’s Class Attendance policy states that “regular class attendance is expected of all students.” This statement underscores the value of class time as a time for instructors to facilitate student learning. While students have a responsibility to attend class, the course instructor must also fulfill his or her contractual obligation to teach and to abide by the academic calendar. Federal regulations also point to this obligation per the stipulation that each class meet a minimum number of hours per semester depending on the assigned number of credit hours.

For planned absences (e.g., conferences, religious observance), faculty members will notify their students and the Academic Affairs Office ahead of time (via the syllabus). When course instructors are unexpectedly unavailable to teach their classes (e.g., sickness, funeral, weather) it is important to notify those who need to know, including those in supervisory roles or those who may field questions about the instructor’s whereabouts. Full- and part-time faculty members who will be absent from their classes need to notify their department chair and staff assistant, as well as the Academic Affairs Office. Students should also be notified, and alternative plans for class communicated (e.g., guest lecture, assignment, group work). If the faculty member is not able to send timely notification, the staff assistant will try to relay this information to the students.

In the case of all absences, the instructor must make every effort to ensure students

receive a relevant class experience. This can be accomplished in a number of ways, such as by asking another faculty member to teach the course material, inviting a guest lecturer (including Library or Career Services staff), assigning group work, or designating work to be completed electronically.

Absences should be rare to ensure that students do not suffer academically as a result of a faculty member's absences. For absences caused by situations that could be eligible for Family Medical Leave Act, the faculty member needs to work with Human Resources to ensure all appropriate benefits are administered. Benefits that will be reviewed include, but are not limited to, short-term disability and Family Medical Leave (FMLA). The HR office will also provide direction for the required documentation to be turned in prior to the faculty member returning to work.

## **F. Office Hours Policy**

Faculty members have a responsibility to be available outside of class for students to ask questions and/or explore points of confusion or interest that cannot be fully addressed in class. While there is no explicit number of hours required by campus policy, it is recommended that faculty members be available to students at least three to six hours each week. They can be held in multiple ways, including face-to-face in the professor's office or some other appropriate location, phone, teleconferencing, or some other means. Faculty members may post regular office hours where they will be available each week, allow students to make individual appointments, allow "walk-ins" when they are in their office, or some other established means. Faculty members must post their plan for office hours in their syllabi; they can also post them on their faculty web page and/or on their office door. If the faculty member must miss scheduled office hours, they should give students advance notice and/or post a note on their door.

## **G. Procedures for Academic Field Trips and Off-Campus Student Travel**

*Academic Affairs Office August, 2006*

Nebraska Wesleyan University has an interest in protecting both itself and members of its community from liability when students are engaged in activities off campus. Off-campus trips that do not adhere to the procedures below are not university-approved off-campus trips, and the staff member or faculty member responsible for the trip assumes personal liability for any mishaps.

Prior to taking a trip, the faculty or staff member in charge must designate the appropriate administrative office that will approve the trip and serve as its information repository. This administrator will be referred to below as "designated administrator."

Approval for any overnight trips must come from the designated administrator.

### Travel Accommodation Policy

In keeping with the values of Nebraska Wesleyan University and to protect the safety of faculty, staff, and students, when traveling on a Nebraska Wesleyan sponsored trip,

faculty and staff are prohibited from sharing hotel rooms/sleeping quarters with students, unless an exception is approved in advance by the Provost in consultation with the Vice President for Finance and Administration.

## **H. Procedures for Trips Outside Lincoln City Limits**

1. The faculty or staff member responsible for the trip will provide a list of all the students involved and an itinerary to the designated administrator. The itinerary should make clear where the students can be contacted in the case of an emergency.
2. The faculty or staff member responsible for the trip will provide a signed waiver for each student involved to the designated administrator. Waiver forms are available in the Business Office. Note that students under the age of 19 will need a signature from a parent or guardian. Waivers are for trips off campus in which
  - a. students will be doing something inherently dangerous (boating, ropes course, putting the roof on a Habitat for Humanity house)
  - b. the faculty or staff member transports students in a campus van (They are NOT EVER to take students in their personal vehicles.)
  - c. students are away overnight
3. If a member of the party (faculty member, staff member or student) is driving a vehicle that will transport students, the driver must submit to the designated administrator a photocopy of his or her driver's license and a signed permission slip granting Wesleyan the ability to make a copy of the driver's driving record. Approval of the driver must be granted by the designated administrator.
4. All drivers in #3 above, must carry a Nebraska Wesleyan proof of insurance card (available from Business Office).
5. Use of personal vehicles for the transportation of students is discouraged. In such cases, the owner of the vehicle assumes liability.
6. Trips of over 400 miles will require at least two approved drivers.
7. Nebraska Wesleyan's policy on weapons, alcohol and drugs will be in effect for the duration of the trip. None of these may be transported in a vehicle.
8. The number of passengers will not exceed the number of seatbelts. All passengers must wear a seatbelt.
9. Drivers are not to exceed the speed limit and are to follow all traffic regulations.
10. The person in the front passenger seat of the vehicle will be awake and alert at all times.
11. Drivers must take at least a 15 minute break for every 3 hours of driving.
12. Vehicles will not pick up hitchhikers or family members.
13. Each vehicle will contain a First Aid kit and a cell phone.
14. Drivers are responsible for all traffic and parking violations.
15. In the case of an accident, the driver will:
  - a. Stop immediately, and ensure vehicle is safely placed.
  - b. Notify local authorities (call 911).
  - c. Render aid to anyone who is injured.
  - d. Obtain names, addresses and phone numbers from witnesses.
  - e. Notify designated administrator at NWU.

## **Checklist for Off-Campus Trips Outside of Lincoln**

Staff or Faculty Member Responsible:

- List of students to designated administrator
- Itinerary to designated administrator
- Signed Waivers to designated administrator

Driver

- Photocopy of License and Signed Permission Slip to designated administrator
- Approval from designated administrator
- Nebraska Wesleyan Insurance Card
- First Aid kit in vehicle

Student Driver

- Photocopy of License and Signed Permission Slip to designated administrator
- Approval from designated administrator
- Nebraska Wesleyan Insurance Card
- First Aid kit in vehicle

### **I. International Travel Procedures**

Faculty interested in international travel with students should contact the Director of Global Engagement for procedures related to this travel. NWU strictly prohibits *travel to destinations listed as “Level 4: Do Not Travel” by the U.S. Department of State and prohibits travels to destinations listed as “Level 3: Reconsider Travel.”* NWU travelers wanting to travel to “Level 3: Reconsider Travel” destinations may submit written requests for permission from the NWU International Education Committee (IEC).

## **ARTICLE X– 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 two weeks 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 two weeks 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 that 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 two weeks 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 two weeks 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 that 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 two weeks 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 two weeks 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 XI – NOTICE, WRITINGS, AND ACTS HOW AND BY WHOM**

- A. **To or by a committee:** In all cases in which this handbook requires that notification or documentation be provided to a committee, that notification or documentation is to be delivered personally, or by mail, or by e-mail to the chair of the committee. Should it happen that the chair of the committee cannot be reached by any means, the notification or documentation may be delivered to any other member of the committee. In all cases in which this handbook requires that notification or documentation be

provided by a committee, the chair of the committee or any member of the committee specifically designated by the committee shall be responsible for providing that notification or documentation.

- B. **To or by the administration:** In all cases in which this handbook requires that notification or documentation be provided to the administration, that notification or documentation is to be delivered personally, or by mail, or by e-mail to the President or the Provost. In the absence of both the President and the Provost, or at their direction, the notification may be delivered to 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 the providing of notice or other documentation to the Board of Governors is required or permitted by this *Faculty Handbook* regarding an appeal from a termination of a faculty member's appointment, it shall be delivered personally, or by mail, or by e-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 XII – DISTRIBUTION

Each faculty member now or hereafter receiving an appointment at Nebraska Wesleyan University shall be given electronic access to the current copy of the *Faculty Handbook*.