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**CHAPTER I**

**TRUSTEES OF THE OHIO WESLEYAN UNIVERSITY**

**CODE OF REGULATIONS**

**CHAPTER I.**

**TRUSTEES OF THE OHIO WESLEYAN UNIVERSITY**

**CODE OF REGULATIONS**

**Copies of the Code of Regulations revised June 1, 1991, are available for reference in the Office of the Provost and the Office of the President in University Hall.**

**CHAPTER II**

**FACULTY BYLAWS  
AND  
DESCRIPTIONS OF FACULTY COMMITTEES**

## CHAPTER II

## FACULTY BYLAWS AND DESCRIPTIONS OF FACULTY COMMITTEES

A. Faculty Bylaws

## Article I: Organization of the Faculty

- Section 1. Members of the Faculty shall be (a) the President, the Provost, the Vice Presidents, the Dean of Academic Affairs, and the Chaplain; (b) all persons appointed with the ranks of professor, associate professor, assistant professor, or instructor; (c) professional librarians; and (d) others admitted to membership by vote of the Faculty. Voting members shall be those of the above who hold full-time University appointments. When voting takes place at meetings of the Faculty, voting members normally must be present if they wish to vote. However, in the event a person is unable to attend a faculty meeting on the advice of a physician, that person may vote by absentee ballot for elections to faculty committees only. The person must arrange with the Office of the Provost both to pick up and deliver the absentee ballot. It must be returned to the Office of the Provost by noon on the Friday before the elections.
- Section 2. The permanent officers of the Faculty shall be the President of the University, the Provost, and the Secretary of the Faculty. The Secretary shall be elected by the Faculty at the regular April meeting for a term of two years commencing on the June first following such election.
- Section 3. The Provost shall preside over all faculty meetings except when the President of the University chooses to preside. In the event neither the President of the University nor the Provost can preside at a regular meeting of the Faculty, the senior full professor, in terms of service, on the Executive Committee shall preside.
- Section 4. The Secretary of the Faculty shall prepare and keep full and complete minutes of all faculty meetings. If, for any reason, the Secretary is unable to perform his/her secretarial duties, the chair shall appoint a secretary pro tem who shall perform the functions of the Secretary.

## Article II: Committees of the Faculty

- Section 1. Standing Committees of the Faculty shall be designated, elected and directed by the Faculty and shall have as ex officio members the President of the University and the Provost. Ad hoc committees are to be established by the Faculty only when the subject matter is outside the area of responsibility of a standing committee.
- Section 2. Except as may otherwise be provided in this handbook, the term of office for committee members shall be six semesters and shall commence on July 1 and end on June 30 of the sixth semester thereafter, or when successors have been elected or appointed. Leave time of up to one year is included as part of a faculty member's term. In the event that a faculty member takes leave time in excess of one year, he/she is required to relinquish committee assignments. No member of the Faculty shall serve more than 14 consecutive semesters on the same standing committee of the Faculty. A faculty member may not serve on a committee on which he/she has served 14 consecutive semesters until two consecutive semesters have elapsed. If a faculty member vacates his/her term of office on any standing committee because of election to another standing committee, he/she may **not** resume service on the first committee when his/her term on the second committee expires.
- Section 3. Normally, a faculty member shall serve on no more than one standing committee. Exceptions to this rule may be adopted as provisions in the official descriptions of particular committees.
- Section 4. Except as otherwise provided, it shall be the duty of each committee of the Faculty: 1. To keep the Faculty informed of agenda items on which the committee is working that may affect the long-term future of the institution, its faculty or students. The committee shall provide opportunity for faculty response and questions where feasible and appropriate, whether at the time of an oral report to the faculty, at an open meeting, in written surveys or by other means. 2. To act for the Faculty when and as directed by the Faculty. 3. To make recommendations to the Faculty on matters of policy relevant to its area of responsibility.
- Section 5. Except as otherwise provided, each committee of the Faculty shall elect its chairperson and vice chairperson and be responsible to the Faculty for its own organization and procedures.
- Section 6. A committee of the Faculty can, upon a majority vote of its members, invite other persons to participate in its deliberations, but only members of the committee shall be permitted to vote.

- Section 7. With the exception of the Faculty Reappointment Appeals Committee and the Academic Conduct Review Board, each committee of the Faculty shall make a full and complete report of its activities during the academic year at the regularly scheduled meeting in April.
- Section 8. In the event an elected member of a standing or ad hoc committee of the Faculty is unable to complete his/her full term of office, the Executive Committee of the Faculty shall seek a replacement applying the methods outlined in Chapter II, Article II, Section 2 above and Article IV., Section 3., below.
- Section 9. Whenever provision is made for faculty representation on Trustee, Administration, University, Divisional, or Departmental Councils, Boards, or Committees, it shall be the responsibility of such faculty representatives to keep the Faculty informed of the activities of these bodies and act as liaison between them and the Faculty.

### Article III: Meetings

- Section 1. Regular monthly meetings of the University Faculty shall be held during the academic year. At the last regular meeting of each academic year, a schedule of meetings for the coming year shall be adopted, provided that the time or place of meetings may be changed or the meeting may be canceled by the presiding officer or the Executive Committee, when it is deemed in the interest of the Faculty to do so.
- Section 2. Special meetings of the Faculty shall be held at the call of the presiding officer or the Executive Committee or upon the request of 10 members of the Faculty, transmitted in writing to the Secretary of the Faculty.
- Section 3. Except for executive sessions, faculty meetings shall be open to all members of the Ohio Wesleyan University staff and guests invited by a majority vote of the Faculty.
- Section 4. After the completion of the regular order of business, the Faculty shall go into executive session at the request of any member of the Faculty; it may vote to do so at any other time on motion to that effect.
- Section 5. The agenda of each faculty meeting shall include the following items in the order specified: 1. Call to order. 2. Introduction of guests. 3. Approval of the minutes. 4. Reports: (a) reports of University officers, (b) reports of Faculty committees. 5. Communications. 6. Old business. 7. New

business. 8. Announcements. 9. Adjournment. The agenda of each faculty meeting shall be in the faculty mailboxes 72 hours in advance of the meeting. On any subject requiring a vote, a detailed report should accompany the agenda, such report should include the proposal to be voted on and substantiating statements. On a subject not requiring a vote, advance materials for the Faculty are desirable but optional. The Faculty shall have the right to waive the 72 hour rule by majority vote. The motion to waive must be accompanied by a rationale for suspending the rule. The motion to waive is debatable.

Section 6. A majority of the voting members of the Faculty who are not on approved leave shall constitute a quorum for the transaction of business.

Section 7. The proceedings and deliberations of the Faculty shall be governed by Robert's Rules of Order, except that upon the request of a voting member of the meeting the body will vote by secret ballot.

#### Article IV: Nominations and Election Procedures

Section 1. The Executive Committee of the Faculty shall act as a Nominating Committee of the Faculty. The agenda of the February faculty meeting shall include a slate of nominees for those faculty committees the members of which do not, under the provisions of Bylaws Article II, Section 3, normally serve on more than one standing committee of the Faculty. The elections for these committees will occur in the March faculty meeting. For all other committees or other responsibilities to which faculty members are elected, the Executive Committee will prepare a slate of nominees for the March faculty meeting; the elections for these positions shall be in the April faculty meeting. In preparing all ballots, the slate will consist of, insofar as possible, at least fifty percent more nominees than positions to be filled. After the Executive Committee's slate has been presented, there shall be a call for nominations from the floor.

Section 2. At all elections, each member of the Faculty shall have as many votes as there are positions to be filled for each office. Depending upon the number of offices to be filled, the candidate, or candidates, receiving the greatest number of votes shall be certified as elected by the Chairperson of the Executive Committee of the Faculty or his/her designate. In the event of ties, a runoff election will be held by mail ballot. The official announcement of the election results shall be made by the presiding officer as soon as possible after each of the March and April elections.

- Section 3. The Executive Committee shall fill, or cause to be filled by election, vacancies on committees created when members cannot serve some or all of their terms of service. A vacancy for an unexpired term of one or more full academic years shall be filled by election in the spring or at the earliest possible fall meeting of the Faculty, depending on when the vacancy becomes known to the Executive Committee. Vacancies of less than a full academic year on all committees other than Faculty Personnel Committee shall be filled by appointment by the Executive Committee, unless such partial-year vacancies can be summed to one or more full academic years, in which case each summed vacancy shall be filled by election. When such summed vacancies are known in time, the election(s) shall be held in the spring. Otherwise summed vacancies shall be filled by special election at the first possible faculty meeting in the fall.

#### Article V: Amendments

Upon the motion of any members of the Faculty at any one of its regularly scheduled meetings, a motion to amend, alter, or abolish any bylaw of the Faculty or description of faculty committee may be entertained. No vote shall be taken on any such motion, however, until it has been submitted in written form to the Secretary of the Faculty and, by him/her, circulated among the Faculty at least 12 full class days before the vote at the next regularly scheduled Faculty meeting or at a meeting called especially for that purpose. If approved by a three-fifths majority of the members present and voting, the amendment shall have carried.

#### B. Descriptions of Faculty Committees

For the purpose of determining eligibility for membership on faculty committees, the word "faculty" appearing under Membership or Membership Qualifications shall be understood to include professional librarians.

***The committees described below are considered non-overlap committees. Faculty may not serve on two non-overlap committees at the same time:***

##### 1. Committee on University Governance

###### a. Duties

It shall be the responsibility of the Chairperson and Vice Chairperson to meet with the Executive Committee of the Board of Trustees and for the total committee to meet with the full Board and to cooperate with the officers of the University in fiscal planning and budgeting. Such responsibility shall include consideration of the size of the administration and of the number of faculty in relation to the number of students, seen from the overall institutional perspective. On matters affecting academic programs,

the committee shall work together with the Academic Policy Committee. The Committee on University Governance shall also act as liaison between faculty and administration on such matters of faculty welfare as pensions, insurance programs, sick leaves, group health, retirement, tuition benefits, and faculty aid.

b. Membership

Four faculty members

c. Membership Qualification

A member of the Ohio Wesleyan Faculty

2. Faculty Personnel Committee

a. Duties

- (1) To develop for faculty consideration recommendations on policies related to the employment and reappointment of faculty members, their promotions, tenure, merit increases, and leaves of absence.
- (2) To evaluate faculty members for retention, promotion, tenure, merit increases, and leaves of absences and to recommend on individual cases to the administration; to recommend to the administration appointments to vacant endowed or named chairs.
- (3) To evaluate the performance of the Provost and the Dean(s) of Academic Affairs and to report these evaluations to the President of the University. These evaluations will be performed in the 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> years of service and every four years thereafter, unless more frequent evaluations are deemed necessary by the Committee. Reviews also will be performed in years when a search is being conducted for a new President or Provost.
- (4) As a full committee, to interview candidates for the senior ranks (full and associate professors) and to make recommendations in regard to their appointment.

- (5) To provide a member of the committee to work with two faculty members appointed by the Provost to interview all candidates in other than senior ranks for each particular position or vacancy.
- (6) To recommend to the President of the University the recipients of the Welch Award for Scholarly or Artistic Achievement and for the Sherwood Dodge Shankland Award for Encouragement of Teachers.
- (7) To contribute to the annual performance evaluation of the people who report directory to the Provost, except the Dean of Academic Affairs, by collecting evaluative comments from faculty and reporting a summary to the Provost. Comments will be collected beginning in the second year of service and every three years thereafter unless a greater frequency is deemed necessary by the Committee.

b. Membership

Seven members, with both sexes included, and the Provost. The Provost is not considered a voting member when the issue on the floor of the committee concerns a recommendation to the administration. If a member cannot serve in either semester in any year of an unexpired term (due to a leave or for other reasons), that member must be replaced for the entire year. The one-year vacancy will be filled by election as described in the Faculty Handbook, Chapter II, Section A. Article IV, Section 3, p.4.

c. Membership Qualification

A member of the Ohio Wesleyan University Faculty.

3. Executive Committee of the Faculty

a. Duties

- (1) To review the structure, the function, and the annual reports of all existing faculty committees; to review in similar fashion all proposed faculty committees; to recommend such changes as seem desirable.
- (2) To work with the Provost on updating the Faculty Handbook as necessary.

- (3) To nominate members of standing and ad hoc committees and to fill committee vacancies of less than one year's duration.
- (4) To conduct the necessary elections of members to all faculty committees.
- (5) To make available and count secret ballots at faculty meetings.
- (6) To be responsible for assigning to the appropriate standing committee, or committees, any problem or issue not already allocated as a regular function of any existing committee, when consideration of such problem or issue has been requested by appropriate faculty action or deemed advisable by the Executive Committee.
- (7) To provide the election process for faculty members to serve on committees outside the regular structure of Ohio Wesleyan University.
- (8) To consider a grievance, brought by any member of the Faculty, for which no regular committee channel is available, providing attempts have been made to resolve the matter through the good offices of the Chairperson, Dean, or Provost (as appropriate), or President (in that order). In such matters, the Executive Committee will operate in an advisory capacity to the President.
- (9) To act as liaison between faculty and administration on matters not specifically assigned to other regular standing committees.
- (10) To act for the Faculty during extended vacation periods or in an emergency of such urgency as to make impractical the timely assembly of the Faculty.

b. Membership

Seven faculty members and the Provost or one administrator appointed by the Provost.

c. Membership Qualification

A member of the Ohio Wesleyan University Faculty.

4. Academic Policy Committee

a. Duties

- (1) To provide for continuing curricular review; to review each department's total academic program at least once every five years and to report to the department and Faculty; and to bring recommendations to the Faculty regarding
  - (a) changes in department or program course offerings;
  - (b) changes in the major and minor programs available to students;
  - (c) University-wide requirements and policies including competency and distribution requirements;
  - (d) changes in the academic departmental or program structure of the University.
- (2) To keep under continuing review the resources required for the academic program and for proposed or adopted changes in that program as follows:
  - (a) To consult with the Committee on University Governance during the preparation of the University budget, especially concerning those portions which may affect the academic program. Such responsibility shall include consideration of the number of Faculty in relation to the number of students, seen from a program or departmental perspective.
  - (b) To recommend for faculty consideration and appropriate action policies and procedures regarding changes in faculty positions, after the necessary review, consultation and analysis of relevant data.
  - (c) To recommend to the administration on the allocation of faculty positions among teaching areas, taking into account potential effects of such allocations on the academic program.

- (d) To report to the Faculty on the work of the committee regarding faculty position changes, as fully as is compatible with the confidentiality of personnel information.
- (3) To exercise responsibility for honors programs and inter-disciplinary majors.

b. Membership

Nine faculty members, three members of the administration including the Provost and the Dean of Academic Affairs, and three students. Administrative members are not considered voting members when the issue on the floor of the committee concerns a recommendation to the administration.

c. Membership Qualifications

- (1) Faculty: A member of the Ohio Wesleyan University Faculty.
- (2) Administration: By virtue of the office or appointment by the President.
- (3) Students: As selected by appropriate student action, except that at least one, and no more than two, should be selected for a two-year term of service.

5. Committee on Teaching, Learning, and Cross-Cultural Programming

a. Duties

To analyze the educational environment at Ohio Wesleyan University and to encourage and assist Faculty in reaching the educational goals of the University. This is accomplished by the following means:

- (1) Promoting faculty and curricular development through
  - (a) setting the budget for and overseeing the Dean's Office in awarding of Pedagogic Conference Grants and Instructional Incentive Grants deemed appropriate for meeting pedagogical goals;
  - (b) working with the Director of Foundation, Corporate & Governmental Relations in initiating, promoting, and disseminating information to the Faculty regarding

programs and grants, as well as other materials to encourage and facilitate faculty development; and

- (c) developing programs, such as workshops, to encourage and facilitate faculty development.
- (2) Reviewing the policies and adequacy of academic facilities including the library, information systems and bookstore, and recommending priorities regarding University pedagogical resources.
- (3) Developing and recommending policies and procedures for international, domestic, and summer off-campus programs through (a) evaluating students' academic experience outside the University; and (b) promoting student interest in cross-cultural programs.
- (4) Encouraging faculty involvement in international off-campus education and faculty development in international issues through their own international study and research.
- (5) Serving as the liaison for the Performing Arts Series.

b. Membership

Seven faculty members, four members of the administration to include either the Provost or his/her designate, the Director of Libraries or his/her designate, the Associate Dean of Academic Affairs responsible for Off Campus Programs or his/her designate, the Director of Information Systems or his/her designate, and two students.

c. Membership Qualifications

- (1) Faculty: A member of the Ohio Wesleyan University Faculty.
- (2) Administration: By virtue of the office.
- (3) Students: As selected by appropriate student action.

6. Academic Status Committee

a. Duties

- (1) To serve in an advisory capacity for policies and procedures related to academic counseling, academic advising and new student registration and orientation.
- (2) To formulate and recommend for faculty consideration and to implement all policies governing academic warning, academic standing, dismissal of students for academic reasons, and re-admittance of students following academic dismissal.
- (3) To review student petitions for exceptions to university academic policies and procedures. These include, but are not limited to course registration and graduation requirements.
- (4) To review appeals of academic dismissals and applications for re-admittance following dismissal.

b. Membership

Five faculty members, three administrative members (the Registrar, one administrator involved in advising from the office of Academic Affairs, and one administrator from the Division of Student Affairs), and two student members.

c. Membership Qualifications

- (1) Faculty: A member of the Ohio Wesleyan University Faculty.
- (2) Administration: By virtue of the office or appointment by the Provost or Vice President of Student Affairs.
- (3) Students: As selected by WCSA.

7. Committee on Admission and Financial Aid

a. Duties

- (1) To develop policies and standards for recruitment, for admission of students, and for financial aid.
- (2) To advise, as needed, the President, the Provost, and the Vice President of Admission and Financial Aid, regarding admission and financial aid policies.
- (3) To oversee and aid in the development of published materials used in recruiting.
- (4) To advise the administration on student retention issues which pertain to enrollment management.

b. Membership

Six faculty members, the Provost, the Vice President of Admission and Financial Aid, and two students. Administrative members are not considered voting members when the issue on the floor of the committee concerns a recommendation to the administration.

c. Membership Qualifications

- (1) Faculty: A member of the Ohio Wesleyan University Faculty.
- (2) Administration: By virtue of the office.
- (3) Students: As selected by appropriate student action.

8. Committee on Women and Gender

a. Duties

- (1) To review all policies and procedures insofar as they affect faculty, staff, administration, or students on the basis of their sex, gender, or sexual orientation.
- (2) To recommend to the Faculty and appropriate committees such changes as seem desirable.
- (3) To act as liaison between the faculty, administration, and all other interested groups on issues related to women, gender, and sexual orientation.
- (4) To collect and communicate data and other information related to women, gender, and sexual orientation.

b. Membership

Five faculty members, one administrator, two staff members - one selected from the clerical staff and one from the housekeeping staff - and two students. The Coordinator of the Women's Resource Center shall be invited to serve as an ex officio member.

c. Membership Qualifications

- (1) Faculty: A member of the Ohio Wesleyan University Faculty.
- (2) Administration: By appointment of the President.
- (3) Staff: As selected by appropriate staff action.
- (4) Students: As selected by appropriate student action.

9. Wesleyan Council on Student Affairs

a. Duties

- (1) To formulate basic policies on all matters related to student life outside the classroom.

- (2) To make regular written reports to the President, to the Faculty at its regular meeting, and to the Board of Trustees through the President.
- (3) To prepare an annual report to be made available to all constituencies prior to the end of the academic year.

b. Membership

Thirty-two students.  
Three faculty members, non-voting.  
Two members of the administration, non-voting.

c. Membership Qualifications

- (1) Faculty: A member of the Ohio Wesleyan University Faculty.
- (2) Administration: By appointment of the President.
- (3) Students: As selected by appropriate student action.

***The committees described below are considered overlap committees. Faculty may serve on both an overlap committee and other faculty committees at the same time:***

10. Committee on Intercollegiate Athletics

a. Duties

- (1) To recommend to the administration and faculty policies under which the intercollegiate athletics program of the University shall be maintained.
- (2) To participate in and approve of the scheduling of out-of-state intercollegiate athletic events and post-season competition. To formulate policy guidelines for the scheduling of intercollegiate athletic events.
- (3) To formulate policies for, and to approve athletic awards to, student participants in the intercollegiate athletic program.
- (4) To establish procedures by which groups or clubs apply for varsity sport status, and to make recommendations to the administration and faculty regarding approval of a sport for varsity status.

- (5) To establish and review policies and procedures regarding the use of university recreational and athletic facilities.

b. Membership

- (1) The chair of the Department of Physical Education.
- (2) Three faculty members *not* in the Department of Physical Education, one of whom shall serve as chairperson.
- (3) The Men's and Women's Faculty Representatives to the North Coast Athletic Conference.
- (4) Two University administrators.
- (5) Two athletic administrators.
- (6) Two students, one woman and one man.
- (7) Two alumni, one woman and one man, shall be non-voting members.

c. Membership Qualifications

- (1) Department of Physical Education chair: by virtue of the office
- (2) Other Faculty: A member of the Ohio Wesleyan University Faculty, but not a member of the Department of Physical Education. Faculty may simultaneously be members of other standing committees of the Faculty, Article II, Section 3 of the Faculty Bylaws notwithstanding.
- (3) Faculty Representatives to the Conference: by virtue of the office.
- (4) University Administration: By appointment of the President.
- (5) Athletic Administration:
  - (a) Director of Athletics
  - (b) Ranking athletic administrator for men's athletics if Director of Athletics is a woman; or Senior Women's Administrator if Director of Athletics is a man.
- (6) Students: A student in the University appointed by the appropriate body; one woman and one man.

- (7) Alumni: A member of the Alumni Association elected by the Board of Alumni Directors.

11. Reappointment Appeals Committee

a. Duties

To entertain appeals from faculty members who have been denied reappointment (including denials of tenure), according to procedures and policies approved by the Faculty and described in the Faculty Handbook.

b. Membership

Five faculty members and three faculty alternates elected for overlapping three-year terms. The alternates shall replace faculty members who disqualify themselves for consideration of specific individual appeal cases.

c. Membership Qualification

A member of the Ohio Wesleyan Faculty. Members and alternates may simultaneously be members of other standing committees of the Faculty (except current members and members elect of the Faculty Personnel Committee), Article II, Section 3 of the Faculty Bylaws notwithstanding.

12. Trustee-Faculty Liaison Committee

a. Duties

To meet informally not fewer than three times each year to consider matters of common interest

b. Membership

Five trustees and five faculty members

c. Membership Qualifications

(1) Faculty: A member of the Ohio Wesleyan University Faculty. Faculty may simultaneously be members of other standing committees of the Faculty, Article II, Section 3 of the Faculty Bylaws notwithstanding.

(2) Trustees: A member of the Board of Trustees appointed by the Trustee Committee on Organization

13. Committee on Honorary Degrees

a. Duties

- (1) To collect the names and credentials of persons who may be recommended for honorary degrees.
- (2) To evaluate the credentials of honorary degree candidates.
- (3) To recommend to the Faculty and to the Board of Trustees the names of persons to be considered for honorary degrees and to recommend the particular degrees to be conferred upon them.

b. Membership

The President of the University, the Chairperson of the Board of Trustees, six trustees, and six faculty members. The President of the University shall serve as chairperson of the committee.

c. Membership Qualifications

- (1) Faculty: A member of the Ohio Wesleyan University Faculty. Faculty may simultaneously be members of other standing committees of the Faculty, Article II. Section 3 of the Faculty Bylaws notwithstanding.
- (2) Administration: The President ex officio.
- (3) Trustees: The Chairperson of the Board ex officio and six additional trustees appointed by the Trustee Committee on Organization.

d. Quorum

Three Board members and three faculty members constitute a quorum for conducting official business of the Committee on Honorary Degrees.

14. Assessment Committee

*Assessment is the measurement of student learning within and across the curriculum.*

a. Duties

- (1) To inform the campus community about assessment and assessment issues.
- (2) To offer assistance to academic departments and administrative units in the construction and implementation of assessment plans and assessment instruments.
- (3) To develop and implement, in consultation with academic departments and others, an assessment plan for our general education program.
- (4) To respond to the North Central Association's initiatives regarding assessment.

b. Membership

- (1) Four elected faculty members, one from each division -- Social Sciences, Humanities, Fine and Performing Arts, Natural Sciences/Mathematics.
- (2) One faculty member appointed from the Academic Policy Committee.
- (3) Four administrators, including two Associate Deans of Academic Affairs appointed by the Provost, the Dean of Students and the Registrar.
- (4) Two students.

c. Membership Qualifications

- (1) Faculty: A member of the Ohio Wesleyan University Faculty. Faculty may simultaneously be members of other standing committees of the Faculty, Article II. Section 3 of the Faculty Bylaws notwithstanding.
- (2) Administration: By virtue of the office.
- (3) Students: As selected by appropriate student action.

15. Academic Conduct Review Board

a. Duties

To hear and rule on alleged cases of academic dishonesty according to procedures and policies in the Academic Honesty Policy.

b. Membership

Three faculty members and one faculty alternate, the Dean of Academic Affairs, and two students.

c. Membership Qualifications

- (1) Faculty: A member of the Ohio Wesleyan University Faculty. Faculty may simultaneously be members of other standing committees of the Faculty, Article II, Section 3 of the Faculty Bylaws notwithstanding.
- (2) Administration: By appointment of the President.
- (3) Students: As selected by appropriate student action.

**CHAPTER III**

**GENERAL POLICIES AND PROCEDURES  
GOVERNING FACULTY CONTRACTS AT  
OHIO WESLEYAN UNIVERSITY**

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**OHIO WESLEYAN UNIVERSITY**  
**(Adopted October 19, 1962, and amended subsequently)**

A. Preamble and General Policy

In all matters affecting academic freedom, intellectual responsibility, and tenure the University adopts the principles set forth in the 1940 AAUP Statement of Principles of Academic Freedom and Tenure, except as specifically modified in the sections below.

In order (a) to assure practical implementation of their commitment to the above guiding principles governing academic freedom, tenure, and responsibility already adopted, (b) to provide an atmosphere of academic integrity and mutual confidence among Faculty and Trustees, (c) to establish conditions of stable employment which will make possible the attraction and retention of able faculty personnel who will provide instructional services of high quality, and (d) otherwise to effectuate the command of the Charter, granted in 1842, that "the University shall forever be conducted on the most liberal principles, accessible to all religious denominations and designed for the benefit of our citizens in general," the Trustees of Ohio Wesleyan University do adopt and declare to be a condition and integral part of their contractual agreement with every member of the Faculty the following policies and procedures governing faculty appointment, reappointment, tenure, salary increases, promotion and dismissal.

B. Kinds of Positions

Each faculty position to which a remunerated appointment is to be made shall be of one of two kinds, tenure-track or term. A tenure-track position is one which has a tenured occupant or, lacking such, about which a determination has been made that circumstances point to the continuing need for the position. A term position is one which has been approved for a specifically limited time, normally one to three years.

Positions are classified as tenure-track or term by the President in consultation with established faculty governance processes (See Handbook, Section IV).

## C. Kinds of Appointments

Remunerated appointments to the Faculty of the University shall conform to the categories described in this section. The definition of 'full-time' is implicit in other policies in the Handbook, including those on teaching load. Fringe benefits for full-time faculty are described elsewhere in the Handbook; contrasting policies for part-time faculty are included in this section.

### 1. Full-time

#### a. Regular Appointments

A regular appointment is made to a tenure-track position. A regular appointment includes a University commitment for a probationary period of service leading to permanent tenure on the teaching faculty unless the appointment is terminated by the appointee or by action of the University as hereinafter provided. Persons on a full-time regular appointment will be issued an initial contract that is subject to renewal after two years of service. Subsequent contracts are issued annually. Reappointment will be preceded by an evaluation by the Faculty Personnel Committee.

#### b. Temporary Appointments

A temporary appointment is made to a term position. It is renewable only to the expiration date of the position approval and in no case is renewable as a temporary appointment beyond the individual's seventh year of full-time faculty service at the University. Renewal of appointment will be preceded by an evaluation by the Faculty Personnel Committee.

A temporary appointment may also be made to a tenure-track position in cases where the appointee serves as a leave replacement, or when time has not permitted a full search to be conducted or the search has not yielded a suitable regular appointee. In latter kinds of cases, a new search will be conducted the next year, in which search the temporary appointee may compete.

A faculty member shall be regarded as on a temporary appointment when he or she is in a terminal period following notification of nonrenewal of appointment or denial of tenure.

Temporary appointments do not carry tenure status.

### 2. Part-Time\*

#### a. General

A part-time faculty member is a person who, in the judgment of the Provost, carries less than a normal faculty teaching load and whose total

faculty responsibilities are partial rather than full. Part-time appointments are subject to the approval of the department and the Provost.

b. Part-Time Appointments

Part-time faculty members are not tenurable and they are not eligible for promotion except to the levels of Lecturer and Senior Lecturer as specified below. All initial part-time appointments will be made to Part-Time Instructorships.

c. Establishment of Need for Part-Time Faculty

Before any part-time faculty can be appointed to teach, the department(s) or program(s) seeking faculty for part-time teaching must have submitted to the Provost and received approval of a statement of need for part-time support for the semester or term the appointment would cover.

d. Terms of Part-Time Appointments

1) Instructors

a) Appointment

The initial appointment of a Part-Time Instructor by the Provost will be for the duration of a semester. Additional semester appointments may follow.

b) Compensation

Part-Time Instructors are paid per unit (course) pursuant to a salary scale to be established and approved on an annual basis by the provost in consultation with the Faculty Personnel Committee. Part-Time Instructors are eligible for prorated professional development funds after having completed the teaching of eight course units. In addition, Part-time Instructors may be eligible for other benefits as determined by the Provost and the Director of Human Resources.

c) Evaluation

In their second year of teaching, Part-Time Instructors will be reviewed by the home department(s) or program(s) on the basis of the quality of their teaching only. Part-time Instructors are assumed to have only teaching duties (i.e., no advising, committee service, or other obligations). A summary of the review process and findings will be filed and maintained in the Provost's office. Departmental reviews will be repeated at two-year intervals for each Part-Time Instructor, and reports of

each review will be filed in the Provost's office. The schedule for review may be adjusted only by departmental application to the Faculty Personnel Committee. Part-Time Instructors must evaluate every class they teach.

d) Promotion

In the sixth year and after completion of twelve regular units of teaching, Part-Time Instructors, with the support and recommendation of the department(s) or program(s) in which the part-time instructor has taught, and upon conclusion of a favorable departmental review as described in c) above, may apply to the Faculty Personnel Committee for a promotion to Lecturer by submitting a teaching dossier. Such application will be considered only if the relevant department(s) or program (s) has submitted a statement of need for continued part-time support covering the term for which appointment is sought. Candidates for promotion to Lecturer will be evaluated by the Faculty Personnel Committee on the basis of their teaching, and, if promotion is recommended by the Committee and approved by the Provost, the candidates will be granted Lecturer status. If promotion is not granted, Part-Time Instructors may, with the support and approval of the department(s) or program(s) needing part-time support, continue to receive semester appointments and may seek promotion to Lecturer after their next departmental review.

2) Lecturers

a) Appointment

If promotion to Lecturer is granted, the Lecturer will have assignment priority over Part-Time Instructors and can expect, contingent upon need for part-time faculty, as explained in (f) below, a minimum of two units of teaching per year for a two-year term. Assignments will take into consideration seniority within level, with preference given to those with higher seniority. During the second year of the initial two-year appointment as Lecturer, the faculty member may, with the support and recommendation of the department(s) or program(s) in which the Lecturer has taught, apply for a four-year term to the Faculty Personnel Committee. After that time, Lecturers may apply for renewal of their terms every four years. Renewal applications must be accompanied by a letter of support from the department(s) or program(s) which has submitted and had approved by the Provost a statement of need for continued part-time support covering said term. If the statement of need is not approved, Lecturers will be eligible to continue to teach on a semester-by-semester basis as Lecturers; they may re-apply for a four-year term at the end of

the second year following the non-approval. If the statement of need is approved and renewal of the four-year term is not granted, Lecturers will be eligible to teach on a semester-by-semester basis as Part-Time Instructors. They may re-apply for promotion to Lecturer during the second year following non-renewal using the procedure specified in 1d.

b) Compensation

At the time of promotion, Lecturers can expect an increase in their base salary. Lecturers are paid per unit (course) pursuant to a salary scale to be established and approved on an annual basis by the Provost in consultation with the Faculty Personnel Committee. They are eligible for merit increases every two years (see 2d below).

Professional development benefits will continue, and Lecturers will receive prorated tuition remission benefits at Ohio Wesleyan. In addition, Lecturers may be eligible for other benefits as determined by the Provost and the Director of Human Resources.

c) Continuity and Requests for Leave

In order to maintain their status and terms as a Lecturer, Lecturers are expected to accept the teaching of at least two courses per academic year with the following exceptions: 1) The Lecturer was not offered two courses during any given semester due to a lack of need (see f below) or 2) The lecturer has been granted a professional leave of absence. Requests for such leave may occur once every four years and the leave would be unpaid. The maximum duration of professional leaves is two semesters. Professional leaves of absence will be approved by the Provost in consultation with the Faculty Personnel Committee if supported by the departments) or program(s). Time spent on professional leave would not be counted toward the evaluation period specified in 2d.

d) Evaluation

The Faculty Personnel Committee will review Lecturers for a merit-based salary increase every two years based on the quality of their teaching responsibilities, which may include student advising. A discretionary review of a Lecturer may be initiated by the department or the Faculty Personnel Committee at any time; unfavorable review could result in loss of Lecturer status. Lecturers must evaluate every class they teach.

e) Promotion

During the sixth year as Lecturer and upon completion of twelve regular units of teaching at the level of Lecturer, again with the support and recommendation of the department(s) or program(s) in which the part-time instructor has taught, and upon conclusion of a favorable departmental review as described in c) above. Lecturers may apply to the Faculty Personnel Committee for a promotion to Senior Lecturer by submitting a teaching dossier. Such application will be considered only if the relevant department(s) or program(s) has submitted and had approved by the Provost a statement of need for continued part-time support covering the term for which appointment is sought. Candidates for promotion to Senior Lecturer will be evaluated by the Faculty Personnel Committee on the basis of their teaching, and, if promotion is recommended by the Committee and approved by the Provost, the candidates will be granted Senior Lecturer status.

3) Senior Lecturersa) Appointment

If promotion to Senior Lecturer is granted, the Senior Lecturer will have assignment priority over Part-Time Instructors and Lecturers and can expect, contingent upon need for part-time faculty, as explained in g. below, a minimum of two units of teaching per year for a four-year term. Assignments will take into consideration seniority within level, with preference given to those with higher seniority. Senior Lecturers may apply for renewal of their Senior Lecturer designation every fourth year. Application for renewal must be accompanied by a letter of support from the department(s) or program(s) in which the part-time instructor has taught and the department(s) or program(s) must have submitted a statement of need for continued part-time support covering said term. If the statement of need is not approved, Senior Lecturers will be eligible to continue to teach on a semester-by-semester basis as Senior Lecturers; they may re-apply for a four-year term at the end of the second year following the non-approval. If the statement of need is approved and renewal of the four-year term is not granted, Senior Lecturers will be eligible to teach on a semester-by-semester basis as Part-Time Instructors. They may re-apply for promotion to Lecturer during the second year following non-renewal using the procedure specified in 1d.

b) Compensation

At the time of promotion, Senior Lecturers can expect an increase in their base salary. Senior Lecturers are paid per unit (course) pursuant to a salary scale to be established and approved on an annual basis by the provost in consultation with the Faculty Personnel Committee. They are eligible for merit increases every two years (see 3d. below).

Professional development benefits will continue, as will pro-rated tuition remission benefits at OWU. Senior Lecturers will be eligible to receive a paid one-semester leave upon the completion of 36 units of teaching at that rank. In addition, Senior Lecturers may be eligible for other benefits as determined by the Provost and the Director of Human Resources. Senior Lecturers will be eligible to apply for all internal grants for which regular full-time faculty are eligible.

c) Continuity and Requests for Leave

In order to maintain their status and terms as Senior Lecturers, Senior Lecturers are expected to accept the teaching of at least two courses per academic year with the following exceptions: 1) The Senior Lecturer was not offered two courses during any given semester due to a lack of need (see f below) or 2) The Senior Lecturer has been granted a professional leave of absence. Requests for such leave may occur once every four years and the leave would be unpaid. The maximum duration of professional leaves is two semesters. Professional leaves of absence will be approved by the Provost in consultation with the Faculty Personnel Committee if supported by the department(s) or program(s). Time spent on professional leave or paid leave would not be counted toward the evaluation period specified in 2d.

d) Evaluation

The Faculty Personnel Committee will review Senior Lecturers for a merit-based salary increase every two years based on the quality of their teaching responsibilities, which may include student advising. A discretionary review of a Senior Lecturer may be initiated by the department or the Faculty Personnel Committee at any time. Senior Lecturers must evaluate a minimum of one class per semester in any semester in which they are teaching.

e. Appeal Procedures for Part-Time Faculty

Part-time Instructors, Lecturers, and Senior Lecturers seeking review of a nonrenewal decision by the Faculty Personnel Committee must submit a letter seeking review of the nonrenewal to the provost within 30 days of non-renewal. The decision of the provost will be final.

f. Approval of Appointments and Promotions

All appointments and promotions of part-time faculty must be approved by the Provost.

g. Course Assignments Contingent upon Need

While the University will attempt to hire and promote the number of part-time faculty that will, to the extent possible, allow for faculty members to teach two courses per year, the number of courses assigned to specific individual Part-Time Instructors, Lecturers, and Senior Lecturers is contingent upon the availability of a sufficient number of courses to be taught by part-time faculty allocated to a department by the Provost. In the event that circumstances such as staffing changes, enrollment changes, programmatic changes or budgetary constraints reduce the number of courses available for staffing by part-time faculty, as determined by and at the discretion of the provost, courses will be assigned to part-time faculty on the basis of need and expertise, taking into consideration current level and seniority within level.

\*The provisions of this section do not necessarily apply to a person on full-time administrative appointment who holds faculty rank and teaches less than a full load.

3. Annual Contract Period

The period of employment under a full-time faculty contract shall be for the 12-month period beginning one week prior to the first day of classes, fall semester, during which the individual shall receive salary, fringe benefits, and the other perquisites of a faculty appointment. The salary and benefits in this contract will cover the duties associated with the position performed during the portion of the employment period which precedes Commencement and is known as the "academic year." Separate subsidiary contracts will be issued for duties performed outside the academic year, such as summer session teaching. Such contracts will not include fringe benefits, unless such benefits are funded by outside sources.

D. Contract Terms

The precise terms and conditions as to kind of appointment, rank, dates of beginning and close of period covered by the appointment, number of years remaining in probationary period in case of regular appointment, salary, insurance coverage, and pension rights and payments, shall be stated in writing and be in possession of both the University and the appointee before an appointment to the teaching faculty is consummated.

E. Rank and Salary of Initial Appointment

Initial appointment to the teaching faculty of Ohio Wesleyan shall be at a rank and salary commensurate with the individual's training in terms of degree or equivalents and the extent of experience in terms of the number of years of successful college teaching or its equivalent. The salary of initial appointment at each rank shall be within a narrow range, established by the Provost in consultation with the Faculty Personnel Committee and reported to all faculty.

F. Probationary Period

A faculty member on a regular full-time appointment shall serve for no longer than a stated period before any further full-time appointment shall be with tenure. This period, called the individual's maximum probationary period, will as a general rule be six years. In no case will it exceed six (6); normally it will not be shorter than four. The period may be less than six (6) when in the judgment of the Provost, in consultation with the Faculty Personnel Committee, it is desirable to credit some years of prior full-time college-level teaching or other professional experience at another institution. In addition, prior full-time faculty service in a temporary position at Ohio Wesleyan will be credited. An individual's maximum probationary period will be stated in the contract of employment.

G. Nonrenewal of Appointment of Persons Enjoying Regular and Temporary Non-tenure Appointments

Nonrenewal of a regular or temporary non-tenure appointment to the teaching faculty may occur at the close of any contract period. Such nonrenewal occurs when the individual's work is not of sufficient quality.

Written notice that a non-tenure appointment is not to be renewed will be given to the faculty member as follows: (1) not later than March 1 of the first academic year of service if the appointment expires at the end of that year; or, if a one-year appointment is not renewed during an academic year, at least three months in advance of its expiration; (2) not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment expires during the academic year, at least six months in advance of its expiration; (3) not later than Commencement before the expiration of an appointment after two or more years in the institution.

After completion of two years of service, nonrenewal of a regular non-tenure appointment to the teaching faculty will be accompanied by the offer of a one-year temporary appointment in the year following notification of nonrenewal. This period of employment is known as the terminal period as described in Section C.1.b.

H. Appeals Procedure in Nonrenewal of Regular or Temporary Appointments for Performance Reasons

The procedures in this section are applicable to cases in which the appointments of full-time non-tenured faculty members are not renewed (including not granting tenure) for reasons related to the quality of the individual's work. They are not applicable when termination is based on a decision that the position occupied by the individual does not warrant continued support.

1. Full-time faculty members shall have access to the following processes in appealing decisions not to renew regular or temporary appointments (including decisions not to grant tenure). All references to periods of time shall be calculated, unless the context clearly indicates otherwise, as "in-session" time. In-session days are those from the first day of classes through the last day of the final examination period of the regular academic terms, including weekends. Vacation days (fall and spring breaks, the summer period) are not counted. In this appeals procedure, the "Faculty Personnel Committee" is defined as the Committee that made the initial nonrenewal decision.
2. The first step in an appeal is for the complainant to speak with the Provost about the grounds for the negative renewal decision, following which the Provost will, if requested, provide the complainant with a statement in writing. It is understood that the specificity of this statement will in general be limited by (a) the fact that in the last analysis the institution took the action it did because it lacked sufficient reasons for a positive decision, and (b) the fact that the decision in question may have been the shared responsibility of several persons who, while agreeing on the decision itself (perhaps by majority vote), did not necessarily agree on reasons.
3. The second step is for the complainant to notify the Provost in writing that he or she wants the Faculty Personnel Committee to review the decision. Such a request must be made no later than end of the 14th day of the next regular academic session following the one in which the notice of nonrenewal was received. The burden of proof as to grounds and supportive data for reversing the initial decision shall rest with the complainant. The Faculty Personnel Committee shall conduct such a review, and the Provost shall convey the President's disposition of the results in writing to the complainant, within 14 days of receipt by the Faculty Personnel Committee of the complainant's request for review.
4. The third step is open to the complainant should the results in 3 above be unsatisfactory to him or her. In such case, the complainant will inform the Provost in writing within three days of receiving the word of the results that he or she wishes to appeal to the Faculty Reappointment Appeals Committee. The request shall include a detailed statement of the complainant's reasons for appealing, and an explicit waiver by the complainant of any right to nondisclosure of the grounds for the decision. It is intended that the disclosure be restricted to the members of the Faculty Reappointment Appeals Committee. Upon receipt of such a request, the Provost shall convene the Faculty Reappointment Appeals Committee within seven days.
5. Upon being convened by the Provost, the members of the Faculty Reappointment Appeals Committee shall, for each individual case, determine whether any

member wishes to remove himself or herself from further participation because he or she feels disqualified because of bias or interest. Any vacancies so created will be filled by lot from among the alternate members elected to the Faculty Reappointment Appeals Committee. Such alternates shall be standing by at the time the Faculty Reappointment Appeals Committee is convened for possible selection. A replacement will serve for that case only (unless independently selected later for another specific case). Should the chairperson of the Faculty Reappointment Appeals Committee disqualify himself or herself, an acting chairperson shall be elected from among the non-alternate members for the case at hand.

6. The Faculty Reappointment Appeals Committee as constituted for the case at hand shall proceed as follows:
  - (a) At the initial session, the Provost shall provide a copy of the grounds for non-reappointment, as earlier provided to the complainant, and of the complainant's request for appeal (4 above).
  - (b) The chairperson shall invite the complainant to meet with the Faculty Reappointment Appeals Committee within seven days of the initial session in 5 above for the purpose of assuring the Committee's understanding of the nature of the grievance as previously defined in writing.
  - (c) If the complaint is directed at the recommendation of the Faculty Personnel Committee, the chairperson shall within 10 days of the initial session above submit the complainant's statement, with any clarifying information obtained in 6 above, to the Faculty Personnel Committee which shall, within seven days, provide the Faculty Reappointment Appeals Committee with (a) a written response to the statement, (b) a written statement of the procedures followed and the persons consulted in reaching the decision, and (c) access to all documents employed by the Faculty Personnel Committee as a whole in its deliberations leading to the disputed recommendation. If the complaint is directed at the President's disposition of the recommendation of the Faculty Personnel Committee, the procedures in this paragraph will apply also to the President.
  - (d) The Faculty Reappointment Appeals Committee shall promptly schedule a hearing for the purpose of oral argument and for the presentation of additional information. The hearing shall be held on campus at a time and place designated by the chairperson after consultation with the complainant.
7. The following procedures shall apply in all hearings:
  - (a) The burden of proof shall rest with the complainant, i.e., the responsibility for affirmatively establishing disputed facts bearing on issues described in 8 below.

- (b) The hearing shall be closed and its proceedings confidential. Invited for separate appearances shall be the complainant, who may be accompanied by an advisor from the Faculty, and an official spokesperson from the Faculty Personnel Committee, normally the chairperson, who may be accompanied by an advisor from the Faculty Personnel Committee. The Faculty Reappointment Appeals Committee may invite others to testify, including the President in cases where his or her disposition of the recommendation of the Faculty Personnel Committee is at issue. No faculty member of the Faculty Personnel Committee except the official spokesperson and the advisor shall testify as a member of the Faculty Personnel Committee, and no one shall be required to disclose confidential sources. The Faculty Reappointment Appeals Committee shall not reveal to the complainant or others the content or authorship of confidential evaluation materials used by the Faculty Personnel Committee in its deliberations, and the spokesperson for the Faculty Personnel Committee shall not reveal the views of individual members of the Faculty Personnel Committee.
  - (c) The Faculty Reappointment Appeals Committee shall not be bound by strict rules of legal evidence, but the findings shall be based on the documents it has considered and on the hearing.
8. During and after the formal hearing, the Faculty Reappointment Appeals Committee shall restrict its inquiry to the following questions:
- (a) Were there deviations from existing legislation governing relevant personnel procedures which could well have affected the decision being appealed? (The Faculty Reappointment Appeals Committee shall not look for minute deviations here, but significant deviations which reasonable observers would judge to have influenced the decision.)
  - (b) Was any material evidence ignored?  
  
(The question is not whether all possible relevant evidence was present, but whether materials were lacking which ought to have been considered according to established procedures of the University and which could well have worked in the interests of the complainant.)
  - (c) Was any improper evidence considered?  
  
(The question here is whether evidence was considered which was not a kind understood to be relevant under established procedures and policies of the University and which could well have worked against the interests of the complainant.)
  - (d) Given the evidence, was the decision an unreasonable, arbitrary, or capricious one?  
  
(The Faculty Reappointment Appeals Committee shall not substitute its judgment on the merits of the case for that of the Faculty Personnel

Committee. The question is whether the decision was based on a reasonable evaluation of the evidence before the Faculty Personnel Committee, not whether the Faculty Reappointment Appeals Committee agrees or disagrees with the decision.)

9. The hearing shall be completed within 31 days of the Provost's convening of the Faculty Reappointment Appeals Committee. Within three days thereafter the Committee shall report its findings to the complainant, the Faculty Personnel Committee, the Provost, and the President. If the Faculty Reappointment Appeals Committee finds the answers to any of the questions in § 8 to be "yes," it shall so report together with the reasons for its finding, and the case shall be considered again by the Faculty Personnel Committee (when its recommendation is at issue) or by the President (when his or her decision is at issue). In the former kind of case, the recommendation by the Faculty Personnel Committee to the President shall represent the final faculty position on the matter. The Faculty Personnel Committee or the President will complete the reconsideration of the case within 14 days. The complainant and all members of the Faculty Reappointment Appeals Committee shall be notified of the disposition of the case by the Faculty Personnel Committee and the President.
  10. The Complainant can make a final appeal to the President. The appeal must be made within 14 days of notification described at the end of #9, and is to be limited to procedural grounds only.
  11. All matters of interpretation of this appeals procedure shall be resolved on behalf of the Faculty by the Executive Committee of the Faculty.
- I. Appeals on Grounds of Academic Freedom in Cases of Termination for Planning Reasons

If the appointment of a non-tenured individual is not renewed because of planning considerations in the review of his or her position, an appeal will be entertained if within 30 days of receiving notice the individual files a written allegation that the true reasons for the termination were not the planning considerations cited, but reasons violative of his or her academic freedom. Such an appeal will be considered by the Faculty Personnel Committee, which will report its findings and recommendations to the President.

J. Salary

The following general principles shall govern salary increments for full-time faculty, subject always to the availability of financial resources for such purposes.

1. All faculty members in good standing should be able to advance at regular intervals from their starting salaries.
2. There should be recognition for outstanding accomplishment which takes the form of merit raises and promotions, based on known criteria, and arrived at by methods

which are as objective as possible. Full-time faculty members shall be eligible for consideration for merit increments every third year beginning with their third year of service.

- a. Prior to the beginning of the 2015-2016 academic year, all members of the faculty will be informed of their position in the new merit review cycle: year 1, year 2, or year 3 of the triennium. This provision shall expire at the end of the 2017-2018 academic year.
- b. Approximately two-thirds of the faculty evaluated for merit during the 2013-2014 academic year will be selected to be evaluated for merit in the first year of the triennium. The remainder of the faculty evaluated for merit during 2013-2014 and approximately one-third of those evaluated for merit during 2014-2015 will be selected to be evaluated for merit during the second year of the triennium. The remaining faculty evaluated during the 2014-2015 academic year will be selected to be evaluated for merit during the third year of the triennium. This provision shall expire at the end of the 2017-2018 academic year.
- c. Selection of members of the faculty to be evaluated in years 1, 2, and 3 of the triennium shall be done randomly according to the criteria established in (b) such that roughly an equal number of faculty are selected for each year of the triennium. This provision shall expire at the end of the 2017-2018 academic year.
- d. During the first triennium, faculty being evaluated in the third year since their last evaluation will be eligible for merit that is 25% higher than that established for the triennium. This provision shall expire at the end of the 2017-2018 academic year.

As a means of implementing the above principles, the following sequence shall apply with reference to the allocation of money available for salary increments.

1. To provide promotions.
2. To provide increments in salary that are equal in percentage for all full-time faculty
3. To provide merit increments.

Increments in salary for each item in the sequence above shall be established annually for the Provost in consultation with the Faculty Personnel Committee and announced to all faculty.

K. Promotion

1. Members of the full-time faculty with the rank of Instructor will be promoted to Assistant Professor upon attainment of the appropriate highest degree in their field (normally the Ph.D.).
2. Members of the full-time faculty with the rank of Assistant Professor will be promoted to Associate Professor upon the attainment of permanent tenure, provided they have the appropriate highest degree in their field (normally the Ph.D.).
3. Once members of the full-time faculty have completed four years of successful college teaching at the rank of Associate Professor, they will be reviewed for promotion to Full Professor in their fifth year unless they opt-out of consideration. In subsequent years, members of the full-time faculty must apply to the Faculty Personnel Committee in writing by the end of the second week of the Fall term of the year of the review. Members of the full-time faculty may not become candidates for promotion to Full Professor if a) they were a candidate for promotion in the previous year, b) they do not have the appropriate highest degree in their field (normally the Ph.D.), or 3) have not completed at least two years at Ohio Wesleyan University. Candidates for promotion to Full Professor will be considered according to the qualitative criteria contained in O. Criteria and Procedures for Personnel Decisions.
4. Members of the full-time faculty at the rank of Assistant Professor who began their service prior to August 1, 2015 will be considered for promotion to Associate Professor each year prior to the year in which they are evaluated for tenure, unless they opt out of consideration, so long as they have taught two years at Ohio Wesleyan and accumulated at least four years at the rank of Assistant Professor. This provision will expire at the end of the 2019-2020 academic year.
5. Members of the full-time faculty who on August 1, 2015 have completed at least four years of successful college teaching at the rank of Associate Professor and who have the appropriate highest degree in their field (normally the Ph.D.) will become candidates for promotion to Full Professor unless they opt out of consideration. This provision will expire at the end of the 2015-2016 academic year.
6. Members of the full-time faculty who were candidates for promotion to Full Professor during the 2015-2016 academic year and who hold the rank of Associate Professor may become candidates for promotion to Full Professor in academic year 2016-2017 following the policies in 3 above. This provision will expire at the end of the 2016-2017 academic year.

L. Attainment of Permanent Tenure

A faculty member on a regular appointment whose appointment extends beyond the expiration of his or her probationary period shall be deemed to have permanent tenure. When it is the intention of the University that a faculty member on probationary appointment will not be granted tenure at the end of his or her probationary period, it shall notify him or her in writing of this intent no later than the date of Commencement at the close of academic year that completes the probationary period. Notification of nonrenewal is to be accompanied by an offer of a one-year temporary appointment as described in Section G.

M. Meaning of Permanent Tenure

Permanent tenure on the teaching faculty of the University shall mean the opportunity to accept full-time employment in duties appropriate to the individual's training and experience as a member of the teaching faculty through each successive academic year at a salary within the range for the appointee's rank as indicated by the announced faculty salary schedule of the University for the particular year. The permanent tenure of a member of the teaching faculty shall continue until death, resignation, retirement, termination of appointment for medical reasons or dismissal for adequate cause, failure to accept a written assignment of appropriate duties for the ensuing academic year within sixty days following receipt of such assignment, or discontinuance of the individual's teaching position. A teaching faculty member may be offered and may accept an assignment to administrative duties and position without interrupting or impairing his or her tenure status, but tenure shall apply only to rank and service in the teaching faculty. The administrative assignment, however, is subject to change at any time by action of the President. For a Provost who has received tenure as part of his or her appointment as Provost, the stipulations in the "meaning of permanent tenure" will commence when that Provost resigns or is dismissed as Provost and assumes rank and begins service in the teaching faculty; they do not apply when that person holds the office of Provost.

N. Obligations of a Faculty Member

A faculty member possessing the rights and privileges of permanent tenure shall bear the continuing professional responsibility to keep informed in his or her field and to render efficient service to the University by fulfilling customary academic duties.

No member of the teaching staff or other employed officer of the University shall engage in any full- or part-time occupation or office that shall interfere with the faithful discharge of his or her duties to the University. All outside employment for compensation other than addresses and casual consultation shall be reported to and approved by the Provost of the University before acceptance.

O. Criteria and Procedures for Personnel Decisions

1. For Reviewing Members of the Teaching Faculty.

Within the framework laid down in this document, decisions on initial appointment, merit increases, and promotions, shall be based on the individual's rating according to an explicitly stated set of qualitative criteria to be agreed upon jointly by the Administration

and the Faculty which will include:

- a. Effectiveness in teaching.
- b. Scholarly contributions as evidenced through research, publication and professional participation.
- c. Service to the University and community based on professional qualifications.

Evaluation of performance in these categories shall be made by the Faculty Personnel Committee on referral by the Provost, and transmitted back to the Provost for consideration and for his or her recommendation to the President. Neither the Provost nor the President shall be bound to accept the evaluations of the Personnel Committee, but the Provost, in making recommendations to the President, and the President, in making recommendations to the Board of Trustees, shall be governed by the same criteria as agreed upon jointly by the Administration and the Faculty.

Decisions on reappointment and tenure shall be made as described above except, as noted in G above, such decisions may also be made on the basis of a review of the institution's need for the position. For the latter reviews, the President shall make the final decision, in consultation with the Faculty, according to established procedures and criteria.

## 2. For Reviewing a Successful External Provost Candidate for Tenure

1. An external candidate for Provost who has been selected by the Provost Search Committee to be offered the Provost's position may be nominated for tenure by the Provost Search Committee, provided that candidate meets the following eligibility requirements:
  - a. He or she has been granted tenure as a member of the teaching faculty at an accredited four-year residential institution of higher learning;
  - b. He or she can be assigned to an existing department or program as a potential member of its teaching faculty;
2. The committee's nomination must be submitted to the Faculty Personnel Committee, and accompanied by supporting documents including, but not limited to:
  - a. The candidate's curriculum vitae;
  - b. Documentation that the candidate was granted tenure at the institution specified in 1. a. above;
  - c. A brief summary of the candidate's teaching experience, including a list of courses taught;
  - d. If it is not obvious, the department or program with which the candidate could be associated.

3. The department or program with which the candidate would be associated will review the submitted documents and in writing recommend to the Faculty Personnel Committee either granting or not granting tenure.
4. The Faculty Personnel Committee will review the submitted documents, receive and consider the department's (or program's) recommendation, and make to the President its recommendation regarding the granting of tenure to the candidate. A positive recommendation to grant tenure will be accompanied by a recommendation regarding faculty rank and department or program affiliation. The rank will normally be the highest rank the candidate has achieved at the institution where he or she was originally tenured.
5. The President will make his or her recommendation to the Board of Trustees. The President shall not be bound to accept the recommendation of the Faculty Personnel Committee, but in making a recommendation to the Board of Trustees shall be governed by the same criteria as agreed upon jointly by the Administration and the Faculty.

P. Faculty Personnel Files

Because the maintenance of an excellent Faculty is essential to the vitality of the University, there must be collected and preserved documentation as to the appointment and performance of each faculty member. Documentation may be collected in any format (on paper, electronic, etc.) and subsequently reproduced in any format necessary or convenient for review. The totality of information, in any format (physical or electronic), that constitutes the documentation of appointment and performance for a member of the faculty is referred to as a file.

It is the responsibility of the Provost to maintain the official faculty personnel files and to ensure their confidentiality. They may be inspected, in strictest confidence, only by the Provost, Faculty Personnel Committee, and President. Portions of the file will be provided to reviewers, who will treat all information from the personnel file as confidential.

The official personnel file for each faculty member shall contain but need not be limited to the following: (a) the permanent file, containing confidential pre-employment materials such as the confidential dossier and/or letters of reference; (b) the Faculty Personnel Committee evaluation file, containing confidential materials collected in the completion of usual University performance reviews.

The following items will be considered part of the Faculty Personnel Committee evaluation file: (a) self-reports; (b) the tenure narrative; (c) reviews by peers; (d) curricula vitae; (e) course syllabi; (f) course evaluations; (g) reports of peer teaching observation reviews and responses to the reports; and (h) copies of or links to products of scholarly or creative work (journal articles, books, performances, etc.). The Faculty Personnel Committee may add other relevant materials. The curricula vitae (item d) and course syllabi (item e) are not confidential and may be provided to others at the Provost's discretion. Items (a), (b), (d), (e), and (h) will be made available to peer evaluators. Student boards will be provided with the first section of item (a).

Individual faculty members enjoy the option of forwarding to the Provost for inclusion in their official personnel files any additional material. When this is done, such materials must contain a notation as to their inclusion at the request of the faculty member, and such materials are thereafter incorporated into the files. The University may permit access to and copying from official faculty personnel files as soon as a subpoena is received pursuant to lawful orders of federal or state agencies relevant to investigations, hearings, or other proceedings pending before such agencies or the courts. The Provost or an agent of the Provost must notify in writing any faculty member(s) whose official personnel file(s) has/have been lawfully subpoenaed.

Materials collected for the Faculty Personnel Committee's yearly evaluation process will be retained for ten years, available only to the Provost, the President, and the Faculty Personnel Committee. After ten years these materials will be destroyed. On the other hand, each faculty member's permanent personnel file will be kept by the Provost until three years after the faculty member has separated from service at Ohio Wesleyan University, at which time it will be transferred to permanent secure storage, available only to the Provost, the President, and the Faculty Personnel Committee.

Q. Faculty Personnel Committee Minutes

Free and candid deliberation is an essential element in an effective system of faculty evaluation and development. As the organ of the Faculty most especially charged with responsibility for evaluation, the Faculty Personnel Committee enjoys fully protected confidentiality in its deliberations.

To assure preservation of proper confidentiality for the Faculty Personnel Committee, the minutes of the Faculty Personnel Committee are held in strictest confidence. They are open to only the Provost, members of the Faculty Personnel Committee, and the President.

The University may permit access to and copying from the minutes of the Faculty Personnel Committee pursuant only to lawful orders of federal or state agencies relevant to investigations, hearings, or other proceedings pending before such agencies or the courts. The Provost or an agent of the Provost must notify in writing the chairperson of the current Faculty Personnel Committee whenever the minutes of that body have been lawfully subpoenaed.

R. Policies and Procedures Governing Dismissal For Cause

1. Dismissal Defined

Dismissal is a severance action by which the University ends its professional relationship with a tenured or non-tenured faculty member for adequate cause. Dismissal may remove a member from service, for adequate cause, either at or before the end of a current appointment.

2. Adequate Cause Defined

Except in those instances where there has been a final judicial determination of a faculty member's legal conviction on a felony charge or on a charge involving moral turpitude, a faculty member shall be dismissed for cause only if after a hearing according to the provisions set forth below, the preponderance of evidence shall establish his or her unfitness to teach because of incompetence, continued neglect of duties in spite of written warnings, lack of scholarly objectivity or integrity, serious misuse of the classroom or of academic prestige, or gross personal misconduct.

3. Notification to Faculty Member of Intent to Dismiss for Cause

In those instances where the Provost shall deem it in the best interests of the University to recommend the dismissal of a faculty member's employment for cause, the following procedures shall apply:

- a. At least thirty (30) days prior to the date on which the Provost plans to present to the President of the University a recommendation for dismissal of a faculty member's contract, the Provost shall notify the affected faculty member of the intended action. In every such case, notification shall be sent by registered mail (return receipt requested) to the home address of the affected faculty member and shall set forth in specific terms the basis for the proposed action. At the same time, the Provost shall inform the faculty member of his or her right to a formal hearing and adjudication of his or her case.

4. Faculty Member's Right to a Hearing Assured

At the request of the faculty member charged, a hearing will be held in every case of dismissal for cause, provided that the accused faculty has, within 30 days of receipt of the original notification of intent from the Provost, provided the Provost with a written request for such a hearing.

5. Appointment, Composition and Duties of the Hearing Panel

In every case where an accused faculty member shall request a formal hearing, the President of the University shall assemble from the full-time teaching faculty a Committee for that purpose. The Committee shall be designated: "Faculty Hearing Panel in the Cause of           (name of accused)          ." The panel shall consist of three (3) persons selected by the President from among the elected members of the Standing Faculty Committees for that year, two (2) members of the Faculty appointed by the President from a list of nominees submitted by the accused faculty member and two (2) members of the Faculty appointed by the President of the University from a list of nominees submitted by the Provost. The Panel shall select its own Chairperson from among the participating members of the Standing Faculty Committees for that year.

It shall be the duty of the Faculty Hearing Panel:

- (a) to hear the charges against the accused,
- (b) to ascertain as nearly as possible all the relevant facts,
- (c) to deliberate upon the matters before it, and

- (d) to recommend to the President of the University a course of action not inconsistent with the highest academic, ethical and moral ends of the University.

6. Time and Place of Hearing

The hearings of the Faculty Panel shall be held on the Ohio Wesleyan University campus in Delaware at such a time and place as may be designated by the Chairperson of the Panel, after consultation with the faculty member charged.

7. Conduct of the Hearing

In the conduct of its hearing, the Faculty Hearing Panel shall be guided by such rules of procedure as will be most likely to elicit pertinent and accurate information relative to the facts at issue. The faculty member accused and the Provost shall each be allowed to have outside legal aid and/or such faculty counsel as he or she may desire and shall have the right, directly or through counsel, to call and question witnesses\* in his or her own behalf and to cross-examine all adverse witnesses presented. Upon request of the faculty member and at no cost to him or her, a daily copy of the record of the proceedings shall be made available to him or her prior to the commencement of the proceedings for the following day.

Likewise, upon the completion of the hearing, the Panel shall cause to be delivered to the faculty member at no cost to him or her a full and complete copy of the proceedings and of the Hearing Panel's opinions and judgments, and recommendations to the President of the University.

8. Faculty Member's Right to Appeal

If the recommendations of the Faculty Hearing Panel which are adverse to the faculty member are accepted by the President with a recommendation to the Board of Trustees or its Executive Committee that the faculty member be dismissed for cause, the faculty member accused may request and shall be entitled to a review of the case before the Board of Trustees or its Executive Committee or a special committee designated by one of these bodies. Such a review shall be based upon the record made before the Faculty Hearing Panel and shall not constitute a rehearing of the evidence, but the faculty member accused and/or his or her counsel shall be given the opportunity to present oral argument on such review. Provided, however, that nothing in the foregoing shall be construed to prevent the reviewing committee in its discretion from hearing newly discovered evidence.

9. Faculty Hearings Closed

The proceedings of the Faculty Hearing Panel shall be closed to all but the parties involved, their advisers and aides, provided always that the National Office of the American Association of University Professors may have an official observer present during the hearings.

\*It is expressly agreed and understood that wherever deemed relevant, either party may call upon the expert testimony of non-Ohio Wesleyan University faculty personnel in the area of the accused faculty member's professional competence. The University agrees to pay the transportation costs for such outside witnesses provided a majority of the Faculty Hearing Panel shall give prior approval to the appearance of such outside expert witnesses. The absence of such prior approval, however, shall be no bar to the presentation of such outside expert testimony if the expenses incident thereto are borne by the faculty member.

10. Salary for Faculty Member Dismissed for Cause

A faculty member dismissed for cause under the foregoing hearing procedure shall in every instance be paid his or her salary for one full year from the date of notification that the President has accepted the Panel's recommendations of dismissal in 6 above.

S. Policies and Procedures Governing Imposition of Sanctions Other than Dismissal for Cause\*

There may be instances in which the conduct of a faculty member, although not constituting adequate grounds for institution of dismissal proceedings, is nevertheless sufficiently inappropriate as to warrant imposition of a major sanction, such as suspension from service for a stated period without pay. A major sanction may be imposed only as a result of the due process proceeding specified in 1 through 8 of Section P above, the policies and procedures of which shall apply with the proposed major sanction being substituted for dismissal throughout. The conduct judged by due process proceedings to be "sufficiently inappropriate" (above) shall be confined to the areas of professional incompetence, neglect of obligations and responsibilities as set forth in the Handbook or faculty legislation, and gross personal misconduct.

It is understood that major sanctions shall not be imposed to deny, restrict, or otherwise inhibit the exercise of academic freedom, as specified in the 1940 AAUP Statement of Principles of Academic Freedom and Tenure. The President, Provost, Faculty Personnel Committee, and the Hearing Panel (if it is brought to bear) have joint responsibility for assuring that major sanction proceedings are neither initiated nor pursued in violation of academic freedom.

If the Provost believes that the conduct of a faculty member warrants imposition of a minor sanction in the form of a written reprimand, he or she shall, after consultation with the Faculty Personnel Committee, notify the faculty member of the basis for the proposed sanction and provide him/her with an opportunity to persuade the Provost that the proposed letter of reprimand should not be sent. A faculty member who believes that a minor sanction has been unjustly imposed may petition the Faculty Personnel Committee to seek the rescinding of the reprimand. The provisions protecting academic freedom relative to major sanctions apply to minor sanctions as well.

\*The provisions in Section S shall not be construed so as to limit in any way the ability of the President to deal with emergency situations under authority delegated to him or her by the Board of Trustees (Code Article VII, Section 1B (1)). Emergency situations are defined to be occasions when failure to act immediately could jeopardize either the physical or emotional safety and well-being of the faculty member or the safety and well-being of students, other Faculty, staff or University property.

T. Termination

1. Termination Defined

Termination is a severance action by which the University ends the service of a probationary faculty member before the expiration of a contract, or of a tenured faculty member at any time, without prejudice.

2. Causes for Termination

Prolonged mental or physical illness or the elimination of faculty positions are the only causes for termination of faculty.

a. Prolonged Mental or Physical Illness

Termination for medical reasons of an appointment with tenure, or of a non-tenured appointment before the end of the contract period, will be based on clear and convincing medical evidence that the individual cannot continue to fulfill the terms and conditions of the appointment. The decision to terminate will be made by the President only after there has been appropriate consultation with the individual's department and the Faculty Personnel Committee, and after the individual, or someone representing the individual (say, a family member), has been informed of the basis of the proposed action and been afforded an opportunity to present the individual's position and to respond to the evidence. If the individual so requests, the Faculty Personnel Committee will review the matter and report its conclusions to the President before the President makes the final decision and notifies the faculty member.

Prior to the President's final decision, the individual concerned may, if eligible, elect to retire under the early retirement program with such severance payments as that program entails, making moot the matter of separation. Or the individual may be eligible for salary-continuation or insurance payments under the University's disability program. Finally, upon the President's final decision to terminate the faculty member's appointment for medical reasons, the individual will receive earned salary or severance pay for three months from that date if the decision has been reached within the individual's first six months of service, for six months if the decision has been reached after six months but before 18 months of service, and for one academic year (nominal nine months) if the decision has been reached after 18 months of service.

b. Elimination of Faculty Positions

Termination of a faculty appointment may occur through the elimination of a position by means of (1) the conclusion of a term appointment and the discontinuation of the position, (2) review of a tenure-track position and discontinuation of the position, as provided for in Chapter IV of this Handbook.

Written notice that a faculty appointment has been terminated due to elimination of a position will be given to the faculty member on the same schedule as for nonrenewal (See III, G-p.5), except that for the final year of a term position the initial contract letter specifying the termination of the position shall constitute notice of termination. Notification of a decision to continue the position will be provided as soon as it is made.

#### U. Statement on Retirement

The Provost is authorized to discuss retirement from time to time with faculty members who were born on or before December 31, 1957 and, in most instances, have completed at least 15 years of service with the University. These discussions may result in individually negotiated deferred compensation arrangements with such faculty members.

The amounts payable under such deferred compensation arrangements shall be determined individually by agreement between the faculty member and the Provost with the approval of the President and shall take into account such factors as age, years of service, and success of the University in meeting projected goals for enrollment, retention, student-faculty ratio, endowment pay-out, and the Annual Fund. Benefits other than deferred compensation shall be considered. For Faculty hired prior to September 1999, health benefits shall be provided by the institution at no cost to the retiree until the retiree reaches age 70. Upon becoming Medicare eligible, however, the retiree will be required to purchase, at the retiree's expense, Medicare Plan B coverage. All other deferred compensation shall be payable in the form of a continuation of a portion of the faculty member's salary for a period of years, typically two to five years.

The various agreements shall be reported to the Committee on University Governance at least once per year, who will ensure that such agreements remain within the range of historically acceptable practice and meet a reasonable standard of equity. In its year-end report, the Committee on University Governance will provide the Faculty a statement of assurance that these conditions have been met.

Only Administrators who are tenured faculty members are eligible for retirement as faculty members.

All other faculty enrolled in TIAA-CREF will receive the additional TIAA-CREF benefits outlined in Chapter VI, Section A, Part 2.

#### V. Termination Benefits for Faculty Whose Positions Are Eliminated

Certain services and benefits are provided by the University to persons whose full-time employment is terminated because of the elimination of their positions. In what follows,

"termination" refers to the ending date of an appointment which ceases because the position has been eliminated.

Planning Assistance. One or more staff persons capable of providing career planning services will be available to work with terminated faculty, such services to include individual counseling, workshops, access to career literature, help with search skills, and contacts with alumni and other friends of the University.

Reassignment and Retraining. Subject to a review of qualifications and retraining possibilities, faculty members in positions to be eliminated will be considered for suitable vacancies at the University in administrative or teaching positions. Tenured faculty, who will receive preference in such consideration over non-tenured faculty, may explore such possibilities before electing early retirement or as an alternative to receiving termination payments (see below). The Provost will coordinate the identification of possible alternative assignments and the review of individual qualifications, making known the applicable procedures.

Medical Coverage. Normal medical coverage will remain in force at University expense through December 31 of the next academic year, and can be continued at the individual's expense for the remainder of two years, after termination.

Termination Payments. The University provides tenured faculty with termination payments to help offset costs of retraining and relocation in positions outside the University as well as to recognize services rendered. Such payments are made in lieu of providing unemployment compensation payments for such faculty. The plan is based in general terms on the system of severance payments under the University's early retirement plan, but involves payment on a foreshortened schedule and includes calculations involving years of service and the salary the person would have received for full-time service in the year following termination.

The termination payments for an eligible tenured faculty member are determined as follows:

1. The calculation begins with the monthly rate of pay corresponding to 45% of the salary the individual would have received in the year following termination.
2. Because the terminated individual will not pay Social Security taxes on his or her termination benefit, the rate in 1 is reduced by the FICA (Social Security) individual tax rate at the time of termination.
3. The adjusted rate in 2 is hypothetically cumulated for 60 months (5 years), which total amount is then converted to an equivalent lump sum value by calculating its discounted present value (DPV) using the rate of interest on 5-year government securities in effect at the time of termination.
4. The proportion of the lump sum value in 3 to which the individual is entitled is calculated as the proportion of 20 years the individual has served the University, this proportion not to exceed unity. This proportion is multiplied by the lump sum benefit of 3 to obtain the adjusted lump sum benefit.

5. The adjusted lump sum benefit in 4 will be paid to the individual at a monthly rate equal to the individual's full salary rate that would have obtained in the year following termination reduced by the current FICA individual tax rate used in 2 above.
6. The payments in 5 above will continue for as many months as the adjusted lump sum entitlement provides, discounted (adjusted upwards) for the lower value of future income payments using the rate in 3 above. The monthly payments will begin ordinarily with the academic year following the year of termination.
7. If employment is obtained outside the University, severance payments from the University will be reduced one dollar for each two dollars per month earned in that employment.

Tuition Benefits. The same tuition benefits (OWU tuition remission and GLCA tuition exchange) available to sons and daughters of continuing faculty shall be available to those already in college or high school (grades 9 through 12) at the time the faculty parent is terminated.

Other Benefits. No fringe benefits will be paid by the University except those specifically provided for in this policy.

W. Library Staff Member with Faculty Rank

The policies and provisions described in the paragraphs with respect to a member of the teaching faculty shall apply to a faculty member engaged in full-time professional service on the staff of the University Library, professional library service being substituted for teaching services wherever mentioned.

X. Faculty Committee Advice

In every case involving the application of the policies and procedures contained herein, the President or the Provost may call upon the Faculty Personnel Committee for advice and recommendations.

Y. Sanction of Board of Trustees

Subject only to the limitations imposed upon the Board of Trustees by the Constitution and the laws of the State of Ohio, by the Charter of the University and its Code of Regulations, and by the practical exigencies of enrollment and finances available as judged by the Board, the applicable provisions set forth in the foregoing paragraphs shall be deemed a part of the University's contractual commitment to each faculty member in consideration of his or her faithful adherence to his or her own contractual commitments to the University. The President of the University shall employ faculty members and enter into binding contracts with them on this basis, subject to confirmation by the Board of Trustees.





## **CHAPTER IV**

### **ALLOCATION AND REVIEW OF FACULTY POSITIONS**

## CHAPTER IV

ALLOCATION AND REVIEW OF FACULTY POSITIONSA. Preamble and General Policy

This section of the Handbook deals with what may be called the authorization of faculty positions, under which is included initial authorization and subsequent re-authorization, classification of positions as term or tenure-track, and the review of tenure-track positions in terms of planning considerations.

The Academic Policy Committee is charged with making recommendations to the Administration on all authorization decisions. Normally, the Committee will conduct its studies and formulate its recommendations on all positions during the fall semester and transmit these recommendations to the President on or before December 1.\* For those vacancies which arise too late to be included in the fall semester review, the Academic Policy Committee normally will recommend that the vacancy be filled with a one year appointment and postpone the re-authorization decision until the following fall semester.

The Academic Policy Committee, working with the Academic Administration, shall develop appropriate guidelines which it shall use to arrive at its recommendations. These guidelines will be approved by the Faculty and the President and published so that any proposal for a new position can be appropriately constructed (See Handbook Appendix D).

Final responsibility for all authorization decisions lies with the President, who shall use the established procedures and guidelines in reaching decisions. It shall be part of such procedures that the President will not act contrary to a recommendation by the Academic Policy Committee without first meeting with the Committee to explain his or her intended action and hear the Committee's argument in rebuttal.

B. Initial Authorization of Positions

This section refers to initial authorization of new positions within existing departments or programs of the University. Such new positions may be proposed by a department, by faculty members of an approved program, by any standing committee, or by the Academic Administration. Each proposal for a new position will be evaluated by the

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\*It is understood that the Provost, the Academic Policy Committee, and the President will have the decisions described in this chapter made at the earliest possible time in each academic year, if possible by December 1.

Academic Policy Committee during the fall semester when the Committee is considering the re-authorization of vacant positions and the review of regular positions. The Academic Policy Committee will consult directly with the proposing group and/or department before submitting its recommendation to the President.

The recommendations of the Academic Policy Committee to the President shall be directed to: a) whether the proposed position should be created, and, if so, b) whether it should be tenure-track or term.

If a proposed position is not authorized, the proposing group may appeal directly to the President. The President's decision in consideration of the appeal is final.

C. Re-authorization of Vacant Positions

When any position on the faculty shall become vacant for any reason, except paid or unpaid leaves, the position must be re-authorized before it can be filled. For these purposes, a term position shall be construed as vacant at the expiration of its stated period of authorization. The Academic Policy Committee of the Faculty will evaluate each vacant position, normally during the fall semester, and convey its recommendation to the President. The Academic Policy Committee will consult directly with the appropriate department or group of faculty prior to formulating its recommendations to the President. The recommendations of the Academic Policy Committee to the President shall be directed to: a) whether the position should be authorized, and, if so, b) whether it should be tenure-track or term.

If a vacant position is not re-authorized, the department or program requesting re-authorization may appeal directly to the President. The President's decision in consideration of the appeal is final.

D. Review of Tenure-Track Positions

1. Scheduled Review

During the fall semester prior to the scheduled tenure evaluation of an individual occupying a tenure-track position on the faculty, the University will conduct a position review. The department(s) in which the position resides will be directly consulted. The review will be carried out in the manner described below.

- a. No later than the early fall semester the Provost will assess the continuing need for each regular position scheduled for review.
- b. On the basis of his or her assessment, the Provost will advise the Academic Policy Committee on the findings and conclusions.

In cases where the Provost has concluded that the tenure track position be confirmed, the Academic Policy Committee may join the Provost in a joint recommendation to the President, or, if the Committee chooses, it may conduct its own study of the position before determining its recommendation to the President.

In cases where the Provost has concluded that the tenure track designation should not be continued, the Academic Policy Committee will evaluate the position before any recommendation is transmitted to the President.

In cases in which the Academic Policy Committee evaluates the position, the evaluation will be conducted insofar as possible with other position evaluations (initial authorizations or re-authorizations) being carried out by the Academic Policy Committee in that year. During the review the Academic Policy Committee will consult directly with the department or program in which the position resides before the Committee makes any recommendation to the President.

- c. In arriving at recommendations, the Provost and the Academic Policy Committee will make use of published guidelines which have been developed by the Committee and the Academic Administration and approved by the Faculty and the President (see Handbook Appendix D).
- d. As a result of this review process, the University may
  - (1) Confirm the tenure-track status initially assigned to the position, in which case the tenure evaluation will proceed as scheduled.
  - (2) Terminate the position at the end of the probationary period of the individual occupying the position.
  - (3) Convert the position to a term position, effective with the end of the probationary period of the individual occupying the position.

It is expected that the actions in (2) and (3) above will be taken only under extraordinary conditions or in cases in which a decision has been made to phase out the program of which the position is a part.

2. Discretionary Review

At any time during the probationary period of a person occupying a tenure-track position on the faculty, the Provost may charge the Academic Policy Committee to review the position or the Committee on its own initiative may conduct such a review. Insofar as possible, the Academic Policy Committee would conduct such a review while evaluating other faculty positions for that year.

As a result of such a discretionary review, the University may

- a. Continue the tenure-track position. Normally the scheduled review still would be carried out prior to any tenure evaluation of the individual occupying the position.
- b. Terminate the position. The individual occupying the position would be notified of the termination of the position and would be offered a terminal appointment in accordance with current policies on notice of termination.
- c. Continue the position as a term position. The person occupying the tenure-track position would be eligible to occupy the term position for no longer than the duration of that individual's probationary period.

It is expected that the actions in b. and c. above will be taken only under extraordinary conditions or in cases in which a decision has been made to phase out the program of which the position is a part.

3. Appeal of Decisions to Terminate a Tenure-Track Position or Convert a Tenure-Track Position to Term

- a. If a tenure-track position is terminated or converted to term, the department or program may appeal directly to the President. The President's decision in consideration of the appeal is final.
- b. An individual shall have the right to appeal the termination of his or her tenure-track position or its conversion to term. There shall be only two reasons for appeal: (1) allegation of the violation of academic freedom; (2) allegation that established procedures or guidelines were not followed. In the case of violation of academic freedom the appeal shall be to the Faculty Personnel Committee (see Chapter III, Section I). In case of allegation of procedural violation the appeal shall be to the Executive Committee of the Faculty (see Chapter II, B. Descriptions of Faculty Committees, Paragraph (7)).

E. Contingencies and Resource Allocation

## I. Criteria

The criteria to be employed in financially contingent situations in allocating resources to University programs and services fall under three headings: Mission, Cost-Effectiveness, and Quality. These will at times compete and at other times converge. If and when Ohio Wesleyan University meets contingencies that require institutional contraction, these sets of criteria will be used in complementary fashion as guidelines. The order of their enumeration should not be taken to indicate their order of priority. Neither should it be presumed that all three will be weighed equally in making particular decisions. Particular circumstances may encourage the assignment of greater weight to one or another in particular cases, even though in financially contingent situations it is to be expected that fiscal pressure may emphasize reference to the criterion of cost-effectiveness. What is important is that the campus community, in considering contingency reductions, identify and grapple directly with what are likely to be very difficult choices from among options that all carry significant costs and/or benefits in terms of Mission, Cost-Effectiveness, and Quality. The objective must be to arrive at wise judgments.

### MISSION

Because Ohio Wesleyan University is a specific private university with a specific heritage, a major consideration associated with any reduction or change in size will be to preserve its essential character by maintaining those programs and activities judged to be more central to that character. To do so will require reference to several questions. How closely does the program or service in question fit the stated mission of Ohio Wesleyan University? How importantly does it contribute toward a non-curricular campus ambience vital to Wesleyan's liberal arts heritage? Is it essential in serving other programs?

### COST-EFFECTIVENESS

Attentiveness to the cost-effectiveness of programs and services is a key characteristic of a well-run institution. Cost-effectiveness must be one guideline in determining staffing levels and whether or not to maintain programs or services. The University must therefore be sensitive to the constituencies it serves and to their preferences. While Ohio Wesleyan cannot mindlessly add or subtract staff or programs or services to track short-term fluctuations in cost-effectiveness, neither can it ignore longer term or more profound shifts as it decides which subject areas, programs, or services to maintain and at what staffing levels. It must ask what is the relationship between direct expenses and revenues in a given area? What is the actual and relative cost of a graduation unit (or, in the case of non-academic areas, other service unit)? What is the trend line for both, and for enrollments and student/staff ratio? Is the program or service a "native recruiter?" Is it duplicative?

## QUALITY

Since the primary purpose of Ohio Wesleyan University is to provide excellent instruction in the liberal arts and selected career options, and comparable quality in non-academic services, it must consider program or service quality in making program, service, and staffing decisions. In dealing with any financially contingent situation, it will seek to retain its best personnel, programs, and services, as one top priority. It will strive to adjust programs and services and retain or retrain individuals so as to maintain the best possible teaching and learning environment. Major issues associated with this guideline are complex and difficult. Among them are the following: Is the program or service and its staff generally perceived by Faculty (staff, where non-academic services may be involved) and students to be of high quality? Do students, in or associated with it, perform throughout the University at average or higher levels? Is the staff versatile as well as strong?

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The guidelines of Mission, Cost-Effectiveness, and Quality are contradictory. Any one of them used exclusively could lead to very serious imbalances in the focus and operation of the University. Recognition that each of these three needs to be considered and that each provides an outward boundary for the decision process will encourage an intelligent and equitable response to financially contingent situations as well as to ordinary conditions.

### 2. Making Contingency Decisions

If financially contingent situations require reductions in personnel and/or programs or services, the University will balance a need for timely action with the need for shared decision-making. In both determining whether such a situation exists and in shaping difficult decisions that contingencies might require, the President will engage in extensive consultation with appropriate faculty committees, administrators, and where conditions allow, students.

Responsibility for framing a proposal for program or services and/or personnel reductions to deal with a financial contingency will rest with the President. The proposal, when it pertains to academic programs and/or personnel, will be referred to the Academic Policy Committee as to curricular impact, to the Faculty Personnel Committee as to personnel implications, and to the affected programs. When the proposal pertains to non-academic programs, services, and/or personnel, it will be forwarded to the Governance Committee and the Cabinet for consideration. These bodies will hold hearings as part of their deliberations. At the discretion of the President, an advisory student committee may also be created. These groups will severally consider the proposal(s) and in doing so may consult

widely with faculty, students, and, where appropriate, with staff. They are to complete their deliberations within 30 calendar days of receipt of the President's proposal(s) and report their findings and recommendations to the President immediately upon finishing their deliberations. They may recommend acceptance, alteration, or otherwise, of the President's proposal(s). If and when they are unable to achieve concurrence with the President, and the President yet judges that reductions must be made, he or she will bear final responsibility for reporting to the Board of Trustees the proposed course of action. If there is a difference of views between the President and the committees, the President will ensure that the committees' proposals are forwarded to the Trustees when he/she forwards his/her proposal(s). The Board of Trustees retains ultimate authority for approving proposals as to program and position reductions and terminations responding to financial contingency situations.

After the completion and implementation of decisions for institutional contraction to deal with financial contingencies, the President will make available to the campus community a full report on the actions taken.

F. Faculty Selected for Administrative Positions

1. If a tenured member of the faculty of the University is selected for a full-time administrative position, the faculty member's academic department or program will receive a tenure-track replacement position. The department's hiring committee will be responsible for informing candidates of the conditional nature of the tenure-track position (see 3). The probationary period for this position must be the normal one under AAUP standards (no credit given for prior service).
2. The faculty-administrator will retain tenure; he or she will not be included in the official faculty count, and will not be paid out of the faculty salary line in the operating budget.
3. If the faculty-administrator decides to return to the faculty position before the probationary period for the replacement faculty member has expired (i.e. before the tenure decision has been made), then the replacement position will be discontinued and the person occupying the position so informed. The replacement faculty member will be given notice according to the rules in the Faculty Handbook.
4. However, if the replacement faculty member has received tenure by the time the faculty-administrator elects to return to the faculty, then the returning faculty member will not be included in the official faculty count, either for the department or for the University. His or her salary will not be paid out of the faculty salary line in the operating budget.
5. If the replacement faculty member has received tenure by the time the faculty-administrator elects to return to the faculty, it is the department's responsibility to determine teaching assignments that best suit the needs of students, the

department, and the University. Both the returning faculty member and the replacement faculty member should be aware that their teaching assignments may vary from the ideal for their expertise and education, and that they may be asked to retrain in order to meet the department's needs most appropriately.

6. In the event that the faculty-administrator, having returned to full-time teaching, resigns or retires, or the faculty member in the replacement position resigns or retires, then the vacated position will be discontinued. If the department wishes to apply for a continuing position, it must apply for such a position as a new position, and the position must be included in the official faculty count.

G. External Candidate Appointed as Provost and Granted Tenure with That Appointment

1. A Provost who is awarded tenure as part of his or her appointment as Provost on the basis of having held tenure at another accredited university will not be included in the count of authorized faculty positions, and will not be paid out of the faculty salary line in the operating budget.
2. If such a Provost resigns or is dismissed from office, he or she may join the faculty in the department and at the rank determined at the time of hire. He or she will not be included in the count of authorized faculty positions, either for the department or for the University. His or her salary will be within the range for his or her faculty rank as indicated by the announced faculty salary schedule of the University for the particular year, but will not be paid out of the faculty salary line in the operating budget. His or her salary will not exceed that of the highest-paid full professor.
3. It is the department's responsibility to determine the former Provost's teaching assignments that best suit the needs of students, the department, and the University. The former Provost who is joining the department should be aware that his or her teaching assignment may vary from the ideal for his or her expertise and education, and that she or he may be asked to retrain in order to meet the department's needs most appropriately.

## **CHAPTER V**

### **OTHER PERSONNEL POLICIES AND PROCEDURES**

## CHAPTER V

## OTHER PERSONNEL POLICIES AND PROCEDURES

A. Evaluation of Faculty Members1. Evaluation by Colleagues and Student Members of Departmental Boards

The criteria used by the Faculty Personnel Committee for evaluation of full-time members of the instructional staff are stated on the current Faculty Personnel Information sheets and the Rating Scales employed in the evaluation process (see Chapter VII: Appendices).

When being reviewed for retention, promotion, merit increment, or tenure, each member of the faculty is asked to do the following

- a. Fill out the Faculty Personnel Information Form, also known as the self-report. When completing the Information Form, faculty members are asked to annotate their bibliographies and spell out in narrative form the connections between the various entries (e.g., teaching and scholarly work). All three sections of the completed Faculty Personnel Information Form are provided to all peer raters; Section I on teaching is provided to the student members of department Boards.
- b. Submit a current curriculum vitae (CV). The CV is made available to all peer evaluators.
- c. Provide course syllabi for all classes taught since the last review. Syllabi will be made available to all peer evaluators.
- d. Provide products or links to products of scholarly or creative work. This material will be made available to all peer evaluators.

Candidates for tenure are asked to submit a cumulative self-report covering the entire probationary period, generally taking the form of a current vita and a cumulative narrative summary. This tenure narrative will be made available to all peer evaluators.

Peer evaluators are asked to complete rating sheets that are called peer evaluations. These rating sheets are completed by the chairperson of the

department concerned, by four or more other colleagues in that discipline or related disciplines, and, as a composite evaluation by the student members of the Student-Faculty Board of the Department.\* Individuals may submit a list of names of faculty colleagues who know their work best as an aid to the Personnel Committee in its assignment of a panel of peer evaluators.

In tenure cases, graduated students will be called upon for evaluation. The tenure candidate will select 20 graduates drawn from both lower- and upper-level courses, and the Provost will select another 20, also drawn from both levels.

All completed forms are read by every member of the Faculty Personnel Committee before any deliberations take place.\*

In the evaluation procedure, categories I, II, and III (Assessment of Teaching; Assessment of Scholarly and/or Creative Work; Assessment of University and Community Service) are weighted on a basis of 60, 30, 10, respectively.

## 2. Course Evaluations

- a. Courses of all faculty members are to be evaluated regularly during the academic year -- at least two, but no more than three, courses for tenured members and three, and only three, for all others, at least one being a lower level and one being an upper level course, insofar as the individual's schedule permits. Two evaluations are required during an academic year containing a leave.
- b. A standardized form provided by the Faculty Personnel Committee is to be utilized in these course evaluations. A supplemental departmental form may be used if approved in advance by the Faculty Personnel Committee.
- c. The burden will be on the faculty member to see to it that these course evaluations area administered by a student enrolled in the course being

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\*In cases of tenure decisions and retention decisions after the fall of the second year, all members of the Department concerned are asked to complete rating forms for the faculty member under review.

\*Members of the Committee will not read materials related to, or deliberate and vote upon, cases involving themselves, colleagues in their Department, their relatives or family members, or others with whom their personal and/or business relations may be deemed to constitute a conflict of interest. Similarly, Committee members who serve (or have served within the preceding two academic years) on the governing board of an Interdisciplinary Program will not read materials related to, or deliberate and vote upon, cases involving those faculty members whose appointments are to that Program (rather than to a Department.)

evaluated. The student is to pick up the evaluations for the course no earlier than the period before the class period in which the evaluation is to take place. With the faculty member out of the classroom, the student is to read the instructions to the class, administer the evaluations, collect them and return them to the Provost's office immediately following the class. Faculty members are not to make any preliminary comments about the evaluations nor are they to coach students in the completion of them.

- d. Evaluation results will be made available to the faculty member and the Faculty Personnel Committee.

### 3. Meetings of Faculty Personnel Committee with Student Board Members

Student members of Boards having Faculty to be evaluated for tenure and retention decisions in departments during the year will be so notified during the mid-fall semester. Soon after receiving the notification, the student members of the Board shall indicate to the Faculty Personnel Committee if they wish to hold a meeting with the Committee regarding the persons being considered. If such indication is not promptly forthcoming, the student members of the Board waive the right to have a meeting until the appeal stage, should that stage occur. The Committee may at any time call for a meeting with the students in addition to any student-requested meeting. A maximum of two meetings shall occur per case prior to the appeal stage, one called by the student members of the Board and one by the Faculty Personnel Committee.

If an appeal occurs, the student members of the Board may call for one meeting at the beginning of the appeal, and the Faculty Personnel Committee may call for one meeting at any time. The students may not call for a meeting in the appeal stage after the beginning of the process. Only the Faculty Personnel Committee and the student Board members may attend joint meetings. Board members may make statements regarding the person in question, and Faculty Personnel Committee members may ask questions of the Board members regarding the individual. Under no circumstances whatsoever shall Faculty Personnel Committee members reveal any of its confidential information or perceptions of the case.

### 4. Peer Teaching Observation Reviews

When members of the faculty are evaluated for retention, tenure, promotion, or merit, reviews of the quality of their teaching effectiveness by peer faculty shall also be used by the Faculty Personnel Committee, in addition to the other materials described in parts 1, 2, and 3 above. These are called Peer Teaching Observation Reviews. Untenured members of the full-time faculty must have two Peer Teaching Observation Reviews added to their personnel file each academic year. Tenured members of the full-time faculty must have two added during each

merit triennium. All reviews must be planned and carried out according to the procedure below. No unannounced reviews will be conducted. Faculty members being observed will hereafter be referred to as the candidate.

- a. **Selection of reviewers:** Candidates shall select their own peer observation reviewers with consideration given to mutual expertise, compatibility and relevant knowledge and skills. Only tenured faculty can serve as peer teaching observation reviewers.
- b. **Pre-observation exchange:** During the pre-observation exchange, the candidate will share with the reviewer information to assist the reviewer in making an informed observation. The candidate and the reviewer will select the review observation instrument most appropriate for the instructional setting (lecture, discussion, lab, studio, or practice).
- c. **Observation:** The observation should occur when significant amounts of teaching are happening in the instructional setting. The observer should be present for the entire class or an agreed upon significant portion of a lab or practice. The observer should heed all agreed-upon guidelines for the observation established during the pre-observation exchange.
- d. **Post-observation exchange:** Following the observation, the observer should meet with the candidate and provide feedback.
- e. **Written report:** Following the post-observation exchange, the reviewer will prepare a Peer Teaching Observation Review based on the observation and review of materials. The reviewer will submit the Peer Teaching Observation Review Report to the Faculty Personnel Committee. A copy of the report will be sent to the candidate who will have the opportunity to write a confidential response to be added to the personnel file.

#### 5. Exception for Peer Teaching Observations

Peer Teaching Observation Reviews shall not be used in the evaluation of members of the faculty with a full-time regular appointment until the 2017-2018 academic year if untenured and the 2018-2019 academic year if tenured. This provision shall expire at the end of the 2018-2019 academic year.

#### B. Continuation of Faculty in Term Positions

Seen in the light of the University's general responsibility to hire and keep the best Faculty available, the following policy shall apply:

If a person appointed to a term position wishes to be appointed to a vacant regular position, he or she must apply as a candidate and compete in a search for the best-qualified person to fill the position. This policy will apply when the vacant

position is the result of "converting" the term position presently occupied by the individual into a regular position, as well as when it is a new position or one created by retirement or resignation.

The Provost, in consultation with the Faculty Personnel Committee and the department concerned, may in special cases approve exceptions to the above policy such that an individual may be simply appointed to the regular position without competing in a search. Such exceptions will be considered only after the regular vacancy has been approved, and will require convincing evidence that the individual in all likelihood is the best available person for the position. The thoroughness of the search which resulted in hiring the individual, including its adequacy in reaching minorities and women, will be a consideration.

This policy will not necessarily apply when a term position is reestablished as a "new" term position. In such cases the occupant of the position may, by simple renewal of appointment, be appointed.

Rationale: Some faculty members are appointed to positions which are scheduled to terminate at a definite time. It is reasonable to assume that such an appointment, being by definition temporary, is less desirable from the faculty member's point of view than is a regular appointment. It follows that on the average the pool of applicants will be smaller for such positions and that some potential candidates who are of such quality as to be able to secure regular positions elsewhere will not be in the pool.

## C. Policies on Teaching Load

### 1. Full-time Teaching

- a. The maximum teaching load shall be six courses during the normal academic year of two semesters.
- b. In semesters where it is necessary for the department to schedule multiple-sectioned courses, each section shall, for the purpose of computing teaching load, be counted as a course.
- c. \*While it is recognized that each faculty member should, on the average, serve between 140-190 students per year, it is also recognized that there may be pedagogical necessities for some courses and some departments to vary from the norm.
- d. Normally an instructor with lecture courses should carry a course load of three courses in each semester.

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\*Originally approved by the Faculty January 21, 1963, and the Board of Trustees February 9, 1963; deleted by faculty action November, 1983; Board of Trustees action pending.

- e. Normally an instructor teaching laboratory courses approved by the Academic Policy Committee should carry a teaching load of 10 to 12 contact hours per week.
- f. Normally a departmental chairperson shall have his/her course load reduced by one to two courses per year on the grounds of administrative responsibilities with the consent of the Provost after consultation with the Faculty Personnel Committee.
- g. The distribution of course and student load within a department is a matter of departmental judgment. As a result, it may be that a department frees particular instructors for a semester so as to carry on special work by adjusting for their reduced student load averages within the departmental staff. The student load averages should be measured for the total department only after a two-year experience.
- h. Adjustments in teaching load may be made for personnel coaching varsity athletic teams, directing plays, musical organizations, debate teams, and similar activities. Such adjustment shall be made by the Provost after consultation with the Faculty Personnel Committee.

## 2. Guidelines for Reduced Faculty Teaching Loads\*

- a. Faculty members on regular appointment may request reduced teaching loads by appeal to the Faculty Personnel Committee while retaining "regular faculty status" (see below) according to the following provisions:\*\*
  - (1) No fewer than three (3) graduation credit courses (units) or the equivalent must be taught in an academic year.\*\*\*
  - (2) Regular committee assignments, advising and other normal departmental and university responsibilities must be carried fully.
  - (3) Departmental approval is required for any reduction of the teaching load.

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\*These guidelines are based on the present Ohio Wesleyan two-semester calendar. Any substantive change in the calendar will obviate the guidelines.

\*\*Faculty members who receive a reduced teaching load as a result of serving as Department chairperson or because of being on a Regular Paid Leave or on Special Released Time for Scholarly Production are exempt from this policy and need not appeal to the Faculty Personnel Committee.

\*\*\*In areas or departments where faculty assignments are not based solely on graduation credit courses (e.g., library), commensurate arrangements may be negotiated.

- (4) Arrangements for a reduction in the teaching load will be made by the faculty member in consultation with the department chairperson and the Provost. Such arrangements must be approved by the Faculty Personnel Committee. Courses taught should normally be offered within the framework of regular course schedules.
- (5) A reduced teaching load, at reduced pay, may be approved for a period not to exceed one academic year. Re-application may be submitted for subsequent years and will be processed according to the existing guidelines. Salary will be proportionate to teaching load, i.e., 3/6ths, 4/6ths, or 5/6ths.
- (6) The reduced teaching load may consist of three, four, or five courses. Subject to the guidelines as set forth, the reduced load may be applied to one or two semesters.

b. "Regular faculty status" as used above implies that:

- (1) Individuals remain eligible for normal procedures as set forth in the Faculty Handbook concerning retention, promotion, merit increment, tenure, and in-rank progression.
- (2) Individuals retain all fringe benefits. The 10% TIAA-CREF contribution by the University is based on actual salary paid. Those electing to maintain the 10% contribution will also remain eligible for the matching plan as described in Chapter VI.

#### D. Adjunct Professors

##### 1. Duties

The main duties of an Adjunct Professor are to give advice to students who have professional goals in or related to the expertise of the Adjunct Professor and to serve as a resource person with whom both staff and students can consult. Adjunct Professors are permitted to supervise departmental honors programs and independent study projects and to serve in the apprenticeship program.

##### 2. Selection, Appointment, and Review

Departments may make application on behalf of the person they wish to recruit. The application is to include the regular Ohio Wesleyan University application form, a vita, and a supporting document from the department. The application is to be presented for approval to the Provost and to the Faculty Personnel Committee. All Adjunct Professorships shall be reviewed by the Faculty Personnel Committee every three years.

### 3. Compensation

Normally, Adjunct Professors will serve without remuneration. However, if lectures or courses are given by the Adjunct Professor, separate honoraria or part-time contracts can be arranged as they exist for visiting and part-time personnel from outside the University. Fringe benefits are not included in such arrangements.

### 4. Privileges

Adjunct Professors are listed in the University catalog and directory, are placed on faculty mailing lists, and are admitted to general university activities during their period of appointment. Adjunct Professors can be admitted to faculty meetings and to appropriate committees by invitation.

## E. Awards for Teaching and Scholarly or Artistic Achievement

### 1. The Welch Meritorious Teaching Award

#### a. Background

The Bishop Herbert Welch Meritorious Teaching Award was established in 1962-63 by the New York Alumni Association for the purpose of recognizing outstanding teachers at Ohio Wesleyan University. The award is made annually at Commencement (or an equally appropriate occasion) to one recipient chosen secretly by the Faculty Personnel Committee, and is accompanied by a stipend to be provided by the New York Alumni Association. All full-time teaching faculty members on regular appointment are eligible to be nominated. The basis for selection is to be distinguished service in teaching which has made significant contribution to the academic climate at Ohio Wesleyan University. Persons who have once received the award are not eligible to receive it a second time. The names of Meritorious Teachers will be entered on an appropriate plaque, to be displayed permanently in an appropriate place on campus.

b. Criteria for Selection

- (1) Recipients shall have demonstrated distinguished service in teaching which has made significant contribution to the academic climate at Ohio Wesleyan University.
- (2) The Meritorious Teacher shall:
  - (a) Possess a comprehensive, scholarly knowledge of his/her field and an abiding interest in the area of study.
  - (b) Organize and present his/her subject matter effectively, so that what is taught is consistent with the objectives of the course and is related to other fields of learning and human activity.
  - (c) Stimulate thinking and develop understanding in such a way that students are challenged to critical thinking and self-directed interest in the field of knowledge.
  - (d) Arouse student interest by making the subject matter relevant and significant to them in personal terms and in relation to their educational purposes.
  - (e) Make good use of human and material resources that are available to the course and the specific class or situation.
- (3) Other factors which may be pertinent:
  - (a) Assistance to students involving individual and group problems.
  - (b) Contribution to research and publication in the area of subject matter taught.
  - (c) Participation in professional organizations or groups.
  - (d) Contribution to the development of his/her department, or the University.
  - (e) Participation in worthy student and community activities.

c. Method of Selection

- (1) The Faculty Personnel Committee shall recommend to the President a recipient of the award in any given year. Members of the Committee and faculty spouses of members shall not be eligible.
- (2) By means of an appropriate general announcement, faculty, staff, students, and alumni may suggest candidates to the Faculty Personnel Committee.
- (3) The name of the person selected shall be kept secret until the time of actual award.

2. The Sherwood Dodge Shankland Award for Encouragement of Teachers

a. Background

The Sherwood Dodge Shankland Award for Encouragement of Teachers was established in 1963-64 by Mr. and Mrs. William H. Ryan of Sacramento, California, to identify, encourage, and honor Ohio Wesleyan faculty members with high potential as teachers. The award will consist of a cash grant and a certificate, and will be made at Commencement (or other appropriate ceremony).

Candidates for the award must have been full-time members of the Ohio Wesleyan teaching staff for at least three years prior to the year of selection, and have had less than ten years total experience in the teaching field, including public school teaching and proportionately computed college part-time teaching (such as graduate assistant teaching).

b. Criteria

The criteria shall be essentially those used in selecting for the Welch Award, appropriately modified to apply to younger members of the Faculty.

c. Method of Selection

- (1) The Faculty Personnel Committee shall recommend to the President a recipient of the award in any given year. Members of the Committee and faculty spouses of members shall not be eligible.
- (2) By means of an appropriate general announcement, faculty, staff, students, and alumni may suggest candidates to the Faculty Personnel Committee.

- (3) The name of the person selected shall be kept secret until the time of actual award.

3. The Welch Award for Scholarly or Artistic Achievement

a. Background

This award is intended to recognize distinguished scholarly or artistic achievement among Ohio Wesleyan University faculty members. All full-time teaching faculty members who have been employed at Ohio Wesleyan for at least eight years are eligible to be nominated. The award will consist of a certificate and a cash grant in an amount not to exceed the amount of the Welch Meritorious Teaching Award, and will be made at Commencement (or other appropriate ceremony). Persons who have once received the award are not eligible to receive it a second time. The names of award winners will be entered on an appropriate plaque, to be displayed permanently in an appropriate place on campus.

b. Criteria for Selection

- (1) The award may be given for a distinguished body of work or for an individual accomplishment.
- (2) Scholarship that has been disseminated to and evaluated by disciplinary peers beyond the OWU community or the presentation or exhibition of creative work to the larger community will carry more weight than work that has been shared only within the university community.

c. Method of Selection

- (1) The Faculty Personnel Committee shall recommend to the President a recipient of the award in any given year. Members of the Committee and faculty spouses of members shall not be eligible.
- (2) By means of an appropriate general announcement, faculty, staff, students, and alumni may suggest candidates to the Faculty Personnel Committee.
- (3) The name of the person selected shall be kept secret until the time of actual award.

F. Miscellaneous Administrative Procedures Concerning Faculty Employment

1. Initial Appointment

As soon as possible after arrival on the campus, a new faculty member should visit the Business Office to obtain detailed information about the University's personnel policies and the benefits program and to complete the necessary governmental and university forms.

2. Salary

One-twelfth of the annual salary will be paid each month on the first day following the month in which the salary has been earned. If the first of the month is on Saturday or Sunday, payroll checks will be distributed on the preceding Friday. Checks for the month of December will always be paid on the first working day of the new year. This provision is made for income tax purposes so that one does not have thirteen paychecks in a calendar year.

Prior to the completion of an academic year, the faculty member will receive written official notice from the Provost regarding the following year's appointment. If an offer of employment is made for the following year (for those faculty members who have not received tenure), this information as well as the salary terms for the next year are included. To accept, the faculty member signs and returns one copy to the Office of the Provost. This action constitutes a mutual agreement, binding upon both parties for the period involved.

The payroll is prepared by the Payroll Office and any questions of a specific nature should be referred to that source.

3. Termination

When the appointment of a faculty member terminates, he/she will coordinate with the Business Office arrangements for his/her insurance and other benefits, and turn in all university property.

4. Leave of Absence

When a faculty member will be on leave during any part of the following academic year, he/she should contact the Business Office to make arrangements for the continuation of some of his/her benefits and other related matters.

G. Policy Statement on Appointment of Librarians<sup>1</sup>

Librarians make a significant contribution to the educational program and general academic life of a college. They have an important responsibility for developing library collections, for bibliographical control over these collections, for informing students

about library resources and uses, and for advising faculty in the use of the collection. They answer questions, compile bibliographies, and strive to improve library processes and practices. Their work involves high-level skills of communication, analysis, organization, and follow-through, among others. It requires trained intelligence and graduate professional education.

Given the close involvement of librarians in support of the faculty's teaching and the student's learning, professional librarians at Ohio Wesleyan will be voting members of the Faculty and will be eligible for election to the committees of that body. Because the duties and responsibilities of librarians are significantly different in important respects from those of the classroom faculty, appointments of librarians will not necessarily be governed by the terms and conditions applicable to classroom faculty, but will, except as explicitly noted herein, be governed by those of the non-faculty professional staff of the University. In addition to membership in the faculty body as noted above, the following special terms and conditions will be applicable to librarians.

1. Performance appraisals of librarians, including the Director of Libraries, will make use of several sources of information including a self-report, evaluations from librarian-colleagues, and evaluation by library patrons. The Library Subcommittee of the Committee on Teaching and Learning will determine appropriate procedures for evaluation by patrons. Using the above information and consulting with the Director of Libraries except, of course, when his or her own case is involved, the Provost shall make final personnel recommendations to the President.
2. The normal highest degree for professional librarians is the master's degree in library science. Librarians entering employment with this degree will be paid at the level of entering teaching faculty with comparable training and experience. They will also participate in salary increases on the same basis as faculty members and other professional staff.
3. Librarians will be eligible to apply for paid study leaves after six years since start of service or since the last leave. Such leaves will not be automatic, but must be approved by the Provost upon recommendation of the Director of Libraries in consultation with the Library Subcommittee of the Committee on Teaching and Learning for projects which promise to advance the contribution of the library to the academic life of the institution. They normally will be granted for an eight-week period in the summer, which period shall be in addition to the usual one-month annual vacation.
4. A librarian may be the instructor of record for credit-bearing student work upon approval of the Provost who will make an appropriate appointment on the recommendation of the department or program which has responsibility for the course(s) involved. On the recommendation of the Faculty Personnel Committee, this appointment may be a continuing departmental "courtesy appointment." In other cases it will be for the academic term of the course(s) involved.

5. A librarian may use the appropriate appeal process in the Faculty Handbook for a case he or she believes involves violation of his or her academic freedom.

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<sup>1</sup>The policies described do not apply to librarians who have been appointed as faculty librarians before the 1982-83 academic year. The term 'librarian' in this policy statement refers to all other professional librarians-- professional library staff with graduate library degrees.

## **CHAPTER VI**

### **BENEFITS, LEAVES, AND PROFESSIONAL SUPPORT PROGRAMS**

## CHAPTER VI

BENEFITS, LEAVES, AND PROFESSIONAL  
SUPPORT PROGRAMSA. Pension and Insurance Benefits

Members of the full-time faculty and administrative staff participate in a number of insurance and retirement programs. The detailed policies are on file in the office of the Vice President for Business Affairs. Summaries of the plans are available on file in the Personnel Office and are distributed to the Faculty and administrative staff whenever changes are made in any of the plans.

1. Brief Descriptions of the Plans

- a. Retirement. Ohio Wesleyan University's base plan contributes 10% of each participant's regular monthly salary to the Teachers Insurance and Annuity Association (TIAA), the College Retirement Equities Fund (CREF) or other institutionally approved plans for the purchase of retirement benefits. (See 2 below for details.)
- b. Life Insurance. Full-time faculty members and administrative staff are eligible for the University's life insurance program. The University assumes the premium costs for a life insurance plan that provides the employee's beneficiary an amount equal to two times the basic annual salary rounded upward to the next highest \$1,000. The maximum benefit is \$75,000.
- c. Medical Expense Coverage. The University pays for the medical coverage for all full-time faculty and Administrative Staff. Dependent coverage is optional. The employees requiring dependent coverage pay for the cost of the coverage.
- d. Long-Term Disability Insurance. This program applies to regular full-time faculty members and members of the administrative staff at work the first of the month following six months of service. The University pays the full cost of the disability benefits. (See 3 below for details.)
- e. Accidental Death and Dismemberment Policy.

Every employee of Ohio Wesleyan is covered by the University for an amount equal to their annual salary rounded up to the next \$1,000 in the event of death or dismemberment as a result of an accident. All employees are eligible for additional coverage in multiples of \$10,000 through the payroll deduction plan. Eligible family members may also be enrolled. Arrangements for additional or family coverage can be made through the

Personnel Office, where details of the policy are on file.

2. Retirement Contributions

a. General features of plan.

- (1) The participant may elect to apply Ohio Wesleyan's base contribution of 10% to any or all of the funds offered by TIAA-CREF or to other Ohio Wesleyan University approved plans. Persons beginning their service after July 1, 2004 will not be eligible to receive Ohio Wesleyan University's base contribution until they have completed two years of service. A year of service shall include either: (1) completion of 12 months of employment at Ohio Wesleyan; or (2) completion of 975 or more hours of service at another accredited college or university during which time the employee was a participant in a qualified retirement plan as described in section 403(b) of the Internal Revenue Code.

Faculty members born on or before December 31, 1957 and, in most instances, who have completed at least 15 years of service with the University are grandfathered under the practice in effect prior to July 1, 2012 (see Chapter III, Section U).

In addition to the base plan:

All faculty members contracted before July 1, 2012 and born between January 1, 1958 and December 31, 1961, inclusive, will receive an additional 3% over the base contribution to TIAA-CREF or to other Ohio Wesleyan University approved plans. These employees will remain eligible to individually negotiate deferred compensation arrangement with the Provost at the time of their retirement.

All faculty members contracted before July 1, 2012 and born between January 1, 1962 and December 31, 1967, inclusive, will receive an additional 3% over the base contribution to TIAA-CREF or to other Ohio Wesleyan University approved plans. These employees will not be eligible for any lump sum severance benefit at the time of their retirement.

All faculty members contracted before July 1, 2012 and born between January 1, 1968 and December 31, 1976, inclusive, will receive an additional 2% over the base contribution to TIAA-CREF or to other Ohio Wesleyan University approved plans. These employees will not be eligible for any lump sum severance benefit at

the time of their retirement.

All faculty members born on or after January 1, 1977, and all new faculty members contracted after July 1, 2012 will receive an additional 1% over the base contribution to TIAA-CREF or to other Ohio Wesleyan University approved plans. These employees will not be eligible for any lump sum severance benefit at the time of their retirement.

- (2) The participant makes an initial determination as to which funds to participate in and the percentage allocation to each fund. Subsequent changes in funds or percentage allocation between and among the various funds are made by the participant in direct discussion with TIAA-CREF.
- (3) In addition to the base plan, Ohio Wesleyan University offers an optional matching plan for those who wish to increase the contributions to their annuity beyond the base plan. If the participant elects to contribute additional funds through payroll deductions to his or her regular annuity or to his or her supplemental retirement annuity (SRA), the institution will match one for one that contribution up to 1½% and apply that amount to the individual's regular annuity. The maximum allowable combined contribution by the institution and participant including any voluntary contributions to an SRA cannot exceed the limitations defined in IRC section 403 (b).

Employees with less than 2 years of service and who are not eligible for the institution's base plan may elect to contribute a portion of their salary to an institutionally approved annuity plan. If the individual contributes at least 5% to any approved plan, the institution will match that contribution with a 5% contribution to the individual's base annuity plan.

The participant may authorize up to three changes in his or her payroll deductions during any calendar year for the purpose of making additional payments to his or her base or supplemental annuity plan.

- (4) A member of the Faculty or Administrative Staff who is less than 40 years of age as of July 1 and has at least 2 years of service at Ohio Wesleyan may elect to receive a portion of the 10% base benefit as cash in lieu of annuity according to the following schedule (4a). Employees in receipt of cash in lieu of annuity will not be eligible for the institutional matching contributions described in 2A.3.

(a)	<u>Prior to July 1 Age</u>	<u>To Annuity</u>	<u>To Individual</u>
	Age 36 or less	5%	5%
	Age 37	6%	4%
	Age 38	7%	3%
	Age 39	8%	2%
	Age 40	10%	0%

- (b) Members of the Faculty and Administrative Staff who began their service prior to July 1, 1997 and who are less than 40 as of July 1 may receive cash-in-lieu-of-annuity benefits according to the same percent that they were eligible for under their former plan, subject to the 10% limitation.
- (c) **Transferability.** Participants in TIAA-CREF may transfer CREF monies invested in TIAA-CREF to other retirement funds approved by Ohio Wesleyan. Participants may also transfer monies into TIAA-CREF from other retirement funds approved by Ohio Wesleyan.
- (d) **Cashability.** Upon retirement, termination, permanent disability or anticipation of death, a participant may elect to receive a "lump sum" distribution from his/her CREF funds, or take the monies as an annuity. These monies may be received directly by the participant or "rolled over" into an IRA, another Ohio Wesleyan carrier. A participant choosing this option is subject to all Federal rules regarding taxability and penalty fees.
- b. **Leave of Absence.** During leave of absence with pay, the University will contribute 10% of the adjusted contract salary.
- c. **Contracts.** Each TIAA retirement annuity contract and CREF certificate issued is for the sole purpose of providing a retirement and/or death benefit and is the property of the individual participant.
- d. **Repurchase.** In the event a participant in TIAA or TIAA-CREF leaves the employ of Ohio Wesleyan University for reasons other than retirement or disability and requests repurchase of his/her annuity, Ohio Wesleyan University will approve such repurchase, provided it meets the conditions as outlined in the TIAA-CREF contract.
- e. **Amendment.** While it is expected that this plan will continue indefinitely, Ohio Wesleyan University reserves the right to reexamine these provisions at any time with the appropriate faculty committee.

### 3. Long-Term Disability Insurance

- a. Eligibility. During the first six months of disability, the University continues to pay the individual's full salary and to contribute to the individual's existing annuity plan. If the disability is total and continues beyond six months, long-term disability coverage begins as described below. Through this program, each participant is assured of replacement of a substantial part of his/her income in the event of such disability.

On the first day of the month following six consecutive months of total disability, the plan benefits begin and continue during such disability until at least age 65 or until the death of the disabled person. The six months' period includes disabilities during the summer and other specified absences from the campus.

Therefore, any faculty member qualifying for long-term disability will have received, prior to the start of benefits, six months' full salary payment from the University, each payment being equal to one-twelfth (1/12) of his or her annual contractual salary.

- b. Monthly Income Benefit. The monthly income benefit will be the combination of (1) and (2):
- (1) 60% of the Monthly Salary Base at the commencement of the period of continuous total disability; but will not be more than \$6000. The monthly income benefit will never be less than \$100. A yearly cost of living adjustment of 3% will be added to each benefit payment after the first anniversary of benefit payments. No more than 10 yearly adjustments will be made during your benefit period.
  - (2) minus any other disability or Social Security benefits which the employee is eligible for each month in which the monthly income benefit is payable.
- c. Monthly Annuity Payments. During the period of continuous total disability the University or its agent will continue to make payments to the individual's regular annuity (retirement) contract in accordance with those amounts established by the University and the participant prior to the disability. These payments will continue during the period of eligibility for the Long Term Disability Plan which is defined until the disabled person reaches the age of 65 (but not less than 12 months for employees who become disabled after the age of 65) or death, whichever comes first. During this period of eligible disability the employee may elect to change or terminate any optional contributions that the employee is making without impacting the amount paid by the University to the employee's annuity

contract.

- d. Exception. Faculty members on "Visiting" status (specifically those who are replacing a regular faculty member or are employed on a definite one-year basis) will not be included in the institution's disability or annuity plans, and will not have salary continuation for illness or accident beyond the term in which absence from duty began for such cause.

Interns and Fellows will not have salary continuation, disability, or annuity coverage.

Faculty and Administrative members who are on formal leave from the University will be covered by the disability policy with a limit of two years. Reentry on a full-time basis after two years will again establish eligibility, and the usual one-year waiting period will not be required.

Persons on part-time appointment (less than a full year here with full-time load) are not covered by the disability plan. The University will provide salary continuation for the remainder of the semester in which such person is disabled and unable to continue work, but will not continue salary beyond that semester even though the part-time contract may have specified appointment for more than one semester of the academic year.

## B. Tuition and Room Benefits

### 1. Attendance at Ohio Wesleyan

Children and spouses of full-time faculty members and administrative staff of the University are eligible for a full tuition scholarship at Ohio Wesleyan University. Beginning February 1, 1993, new employees gain eligibility for the benefits described in this section only after completing two consecutive years of full-time employment at Ohio Wesleyan. Upon petition, the two year requirement may be waived by approval of the University Officers for personnel who were participants in a comparable tuition waiver program with their previous employer. (Note: the general college fee is sometimes incorrectly assumed to be tuition. It includes tuition fees. The faculty member or administrative staff bears the cost of the incidental fees.)

Residence hall space for four semesters will be given to those children of full-time faculty members and administrative staff who elect to attend Ohio Wesleyan University. As long as projected fall semester occupancy rates are below 95%, eligible students will be able to be assigned to a free room at the same time and through the same procedures as all other students. Should projected occupancy rates for fall semester be at 95% or higher, free rooms will be provided only where available space is identified after the beginning of the semester. All resident students must be on the food service program.

When projected occupancy is 95% or higher, children of full-time faculty members and administrative staff may assure themselves of space in University housing by paying for the first semester of occupancy. There will be no charge for space for the following semester of the academic year.

The University is to be reimbursed for any direct cash outlay. This shall include the amount of reimbursement to a fraternity house that is on the Real Estate Management Program.

2. Attendance at Another Institution

A tuition exchange program has been established by the GLCA which allows eligible persons to attend other colleges including those within the GLCA consortium on a reduced tuition fee basis. Details about this program are available in the Accounting Office. Eligibility is the same as that for the on-campus benefit. Children of full-time faculty members and administrative officers employed at Ohio Wesleyan University before September 1973, also will be given a \$1,000 per year scholarship for attendance of a college elsewhere. This scholarship is limited to the equivalent of four academic years of undergraduate education. Children of faculty members and administrative officers employed after September 1973, are not eligible for this \$1,000 yearly scholarship.

3. Continuation of Tuition Benefits

In the event of the death of a faculty member or administrative officer, tuition scholarships will continue for the spouse and the children with the following limitations on the children:

- a. They will continue for the children until the children have reached age 23.
- b. Unless the children are already in attendance at another institution at the time of the death of the faculty member or administrative officer, the tuition benefit will be provided only at Ohio Wesleyan. Children already in attendance at another institution will have their tuition exchange continued until graduation. All scholarships in this paragraph are subject to the limitations of Section a, above.

C. Assistance With Travel and Other Professional Expenses

1. Faculty Travel

Professional development activities by faculty members may appropriately involve travel. This includes such travel as to conventions and conferences, to libraries or other resources not available locally, and to sites where the faculty member will work during a paid leave. The University makes available to each full-time faculty

member a travel allowance in each fiscal year to assist with expenses for major travel for purposes of professional development. Major travel is defined as travel to points more than 100 miles from Delaware, except that travel to conventions and conferences is included without distance limit. Legitimate expenses for such travel include transportation costs up to the amount of air coach fare; associated meals and lodging; and conference registration fees.

Travel advances and reimbursements are secured from the University Cashier. Reserved to the Cashier is the right to refer cases to the Provost when in doubt about whether the travel is supportable under this policy. A Travel Fund Report Form must be completed and taken to the Cashier within 10 days of return from a trip.

2. Manuscript Preparation

A modest sum of money is available to assist full-time faculty members with the preparation of final manuscripts of scholarly work. (Ordinarily costs for typing of speeches, notes, or informal papers should not be submitted, since the intent is to assist with preparation for publication.)

A faculty member who has financial assistance from the University for typing, publication, or other costs, and who receives remuneration from sale or royalties for the work, is expected to repay the University.

3. Out-of-Pocket Costs

A modest sum of money is available for assistance with out-of-pocket costs of faculty research or creative projects (such as materials, microfilming, publication, postage, etc.). Proposals submitted to the Provost will be received at any time as long as money in this category is available. Ordinarily, the amounts of grants will be limited.

A faculty member who has financial assistance from the University in this category, and who received remuneration from sale or royalties in connection with the work done, is expected to repay the University.

4. Doctoral Tuition Costs

A modest sum of money is available to assist faculty members on regular full-time appointment with tuition costs for doctoral study. Maxima by quarter or semester, and per degree, will be set. Assistance will be granted in order of application to the Provost (since advance planning is often difficult) up to the budget limit.

D. Faculty Leaves

1. Pre-Tenure Regular Paid Leave for Full-Time Faculty

- a. Members of the faculty with a full-time regular appointment who have not attained permanent tenure are eligible for a one-semester leave with pay in their fourth year following a successful retention review in their third year.
- b. The course load for an untenured faculty member during a year with a Pre-Tenure Regular Paid Leave for Full-Time Faculty should be no less than three (3), except where adjustments must be made for department chairpersons or for other special duties.
- c. The recipient of a Pre-Tenure Regular Paid Leave for Full-Time Faculty shall not accept full-time employment elsewhere.
- d. Each faculty member shall submit a complete report of the leave-semester activity within the first five (5) weeks of the following semester to the Faculty Personnel Committee. This report will be considered in the next review of the faculty member.
- e. A Pre-Tenure Regular Paid Leave for Full-Time faculty may not be taken by a faculty member with a terminal contract.
- f. Tenured members of the faculty who have not received a Pre-Tenure Regular Paid Leave for Full-Time Faculty are eligible for a one-semester leave with pay (Regular Paid Leave for Tenured Full-Time Faculty) after they have served with the University for a period of six years as a full-time faculty member.
- g. Untenured members of the faculty who are in their third year of service during the 2015-2016 academic year will be the first eligible to receive a Pre-Tenure Regular Paid Leave for Full-Time Faculty. Untenured members of faculty in their fourth year or greater during the 2015-2016 academic year will not receive their first paid leave until they have completed six years of service and earned permanent tenure. This provision will expire at the end of the 2018-2019 academic year.

2. Regular Paid Leaves for Tenured Full-Time Faculty

- a. Tenured members of the full-time faculty are eligible for a one-semester leave with pay in the sixth year following their previous Regular Paid Leave for Tenured Full-Time Faculty or Pre-Tenure Regular Paid Leave for Full-Time Faculty
- b. A tenured faculty member in his/her last regular year of service is eligible for a Regular Paid Leave for Full-Time Faculty during the first semester

only.

- c. Department chairpersons should submit an approximate six-year plan of leaves to the Faculty Personnel Committee by January 15 of the year preceding a six-year cycle. The plan should spread leaves over the two semesters of the academic year so as to provide approximately an equal number of courses in each semester.
- d. The course load for a faculty member during a leave year should be no less than three (3), except where adjustments must be made for department chairpersons or for other special duties. Course adjustments should seek to minimize the impact on course options for students.
- e. A recipient shall not accept full-time employment elsewhere.
- f. Each faculty member shall submit a complete report of the leave-semester activity -- within the first five (5) weeks of the following semester to the Faculty Personnel Committee. This report will be considered in the biennial review of the faculty member. Faculty will be ineligible for a subsequent Regular Paid Leave until a report of the leave semester is submitted to the Faculty Personnel Committee.

### 3. Special Released Time for Scholarly Production

- a. In preparation of the University budget certain monies shall be set aside in a special account for the express purpose of encouraging faculty members with recognized expertise to enter into grant-supported research or outstanding creative endeavors requiring rigorous commitments. These funds shall be adequate to replace one faculty member per year for one semester paid leave. The funds shall provide a replacement up to the average salary level of a full professor, should this be necessary;
- b. The total remuneration during any semester for which reduced load is granted, or during any semester for which special leave is granted, shall not exceed the regular salary of the grantee;
- c. Support under this program shall be reserved for major and unique projects and shall meet the following criteria;
  - (1) normally, consideration will be given to those who have invested at least two years in their projects;
  - (2) the project must hold promise for significant contribution to the University Community;

- (3) the project must entail commitment to responsibilities, duties, time schedules or other obligations which cannot be accommodated within the framework of our regular leave program.
- d. Application for support shall be made jointly by the faculty member and the department chairperson who will submit to the Provost a statement indicating the special nature of the proposed activity, the unique conditions requiring special leave, and a plan setting for the time span for which the request is made as well as a proposal for coverage of teaching and other responsibilities;
- e. This program shall be administered by the Provost in consultation with Faculty Personnel Committee. It shall be understood that applicants holding grants will not seek paid leave in violation of the conditions of their grants.

#### 4. Retraining Leaves

Upon application, full-time faculty members may be granted up to one year of paid leave to undergo professional retraining to equip them to take on new assignments which contribute to, or are the result of, reduction in faculty positions. The Provost, in consultation with the affected department(s), shall recommend such leaves to the Faculty Personnel Committee, which Committee shall consult as necessary with the Academic Policy Committee and forward its recommendation to the President for action. The retraining permitted by such leaves shall be counted in faculty personnel evaluations as enhancement of the individual's expertise and credited under teaching, professional development, and/or service as appropriate and agreed at the time the leave is granted.

#### 5. Leaves Without Pay

The University recognizes that under some circumstances, extended faculty leaves can benefit both the individual faculty member and the institution. Requests for leaves without pay for a period of one, two, or three years shall be made to the Provost, who shall then consult with the affected department(s) and make a recommendation to the Faculty Personnel Committee which shall rule on the request. In its deliberations, the committee will consider the costs and benefits of the leave to the University, including both tangible and intangible consequences.

Leaves without pay may be for a period up to three years but generally will be for shorter periods. They may involve gainful employment in the academic world or elsewhere, retraining, or professional development. During the leave, the faculty member will continue to accrue step increases to base salary and accumulate service toward promotion if the leave activities have been approved in advance by the Faculty Personnel Committee as bona fide professional development. Time toward tenure will not accrue. Tuition, life insurance, and health insurance benefits will be

provided by the University as usual unless they are provided to the faculty member by another employer.

Application for leave must be submitted eight months prior to the beginning of the leave. Faculty members on leave for a year or more must notify the Provost at least eleven months prior to the beginning of the semester of scheduled return from leave as to whether or not they are returning. The Provost will provide a reminder of that obligation and notice of the impending deadline thirty (30) days prior to the deadline. Failure to respond by the deadline will be treated as a resignation from the faculty effective at the end of the contract period. The position occupied by the faculty member will be considered vacated immediately. Although that resignation will serve to vacate the position immediately, the faculty member will continue to receive, until the end of the contract year, the same tuition, life insurance, and health insurance benefits as described above (unless they are being provided to the faculty member by another employer).

## 6. Personal Leaves

### a. Pregnancy

A full-time faculty member who is pregnant is entitled to a leave with full pay equivalent to a three-course load reduction, to be distributed as she wishes. If this leave does not meet the needs of the faculty member, she may explore alternatives with the Provost and department chair.

### b. Family or Exceptional Circumstances

A full-time faculty member who requires a leave, or reduced teaching load because of illness in the family or household, or parenting obligations, or personal health reasons may apply to the Provost. During such a leave, if granted, the faculty member will continue to accrue step increases to base salary and accumulate service toward promotion. Time toward tenure will not accrue. Tuition, life insurance, and health insurance benefits will be provided by the University as usual unless they are provided to the faculty member by another employer.

### c. Short-term Emergency

The University is committed to supporting Faculty who face short-term emergencies, such as new fatherhood, the adoption of a child, or a serious illness or death in the family or household. Faculty members needing to take time off for emergencies should inform the Provost and department chair of their situation.

## **CHAPTER VII**

### **APPENDICES**

- A. Faculty Personnel Forms**
- B. Academic Freedom and Tenure --  
1940 Statement of Principles**
- C. Guidelines for Allocation and Review of  
Faculty Positions**
- D. Affirmative Action Plan**
- E. University Policy on Sexual Harassment**
- F. Policy on Voluntary Sexual Relationships Between  
Faculty/Staff and Students**

## APPENDIX A

### FACULTY PERSONNEL FORMS

FACULTY PERSONNEL INFORMATION

NAME \_\_\_\_\_

PAGE 1

DATE \_\_\_\_\_

**ALL OF THE INFORMATION ON THIS FORM SHOULD BE CONFINED TO ACTIVITIES WITHIN THE LAST TWO YEARS. PLEASE LIST YOUR ACCOMPLISHMENTS IN EACH SUB-CATEGORY IN ORDER OF DECREASING IMPORTANCE AS YOU SEE IT.**

#### I. TEACHING AND RELATED ACTIVITIES AT OHIO WESLEYAN

STATE THOSE ACCOMPLISHMENTS WHICH YOU CONSIDER TO HAVE BEEN CONTRIBUTIONS OF YOUR TEACHING TO YOUR STUDENTS AND TO THE ACADEMIC PROGRAM OF OHIO WESLEYAN, BY RESPONDING UNDER THE FOLLOWING HEADINGS:

- A. **MASTERY OF SUBJECT MATTER** (*e.g., up-to-dateness in your field; broadening of your knowledge of your field*).
- B. **STRUCTURING OF COURSES** (*e.g., self-evaluation of your courses; innovations in approach or technique; major revisions of course content*).
- C. **DIRECTION OF INDEPENDENT STUDENT PROJECTS AND RESEARCH.**
- D. **ENCOURAGEMENT AND DIRECTION OF STUDENT HONORS WORK.**
- E. **ADVISING** (*e.g., number of lower and upper division advisees and description of your activities*).
- F. **STIMULATION OF STUDENT INTEREST, INVOLVEMENT AND ACHIEVEMENT.**
- G. **PROVISION OF ASSISTANCE TO STUDENTS EXPERIENCING DIFFICULTY.**
- H. **OTHER ASPECTS.**

*continue on reverse side*

FACULTY PERSONNEL INFORMATION

NAME \_\_\_\_\_

PAGE 2

DATE \_\_\_\_\_

II. SCHOLARLY PRODUCTIVITY AND PROFESSIONAL GROWTH

A. LIST COMPLETED PUBLICATIONS, PAPERS, AND OTHER SCHOLARLY OR CREATIVE ACCOMPLISHMENTS *(give full data)*

B. DESCRIBE ANY WORK IN PROGRESS

C. LIST GRADUATE WORK TAKEN FOR CREDIT, AND DEGREES EARNED WITHIN THE LAST TWO YEARS *(where, when?)*

D. LIST MEMBERSHIPS, OFFICES HELD OR OTHER RECOGNITION IN PROFESSIONAL ORGANIZATIONS

E. LIST ATTENDANCE AT PROFESSIONAL MEETINGS

F. NOTE OFF-CAMPUS EMPLOYMENT OR ACTIVITIES WHICH IN YOUR OPINION SUBSTANTIALLY CONTRIBUTED TO YOUR PROFESSIONAL AND SCHOLARLY GROWTH

FACULTY PERSONNEL INFORMATION

NAME \_\_\_\_\_

**III. UNIVERSITY AND COMMUNITY SERVICE**

**A. UNIVERSITY SERVICE** (*Department Chairperson or Acting Chairperson, University Committee work, departmental committees or assignments, faculty organizations, special programs, student organizations, other*)

**B. COMMUNITY SERVICE** (*Charitable organizations, church, public service, political organizations, public schools, service groups, youth organizations, other*)

**ADDITIONAL COMMENTS** (*if any, which might be of assistance in the evaluation of your effectiveness as a member of the faculty*)

**SIGNATURE** \_\_\_\_\_

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

Department \_\_\_\_\_

Rater \_\_\_\_\_

Please return to U108B by \_\_\_\_\_

**Instructions**

The Faculty Personnel Committee is evaluating the teaching, scholarly or creative work, and university and community service of the above-named faculty member. Would you please assist us in this evaluation by submitting a confidential assessment on the enclosed forms. While your opinions are of interest, of equal interest and importance are the factual bases for those opinions. Unqualified praise without documentation is not very helpful; neither are ratings without substantiation. What is needed is the most accurate description you can give us of the faculty member's performance, including weaknesses as well as strengths.

## I. TEACHING

Please evaluate the faculty member's effectiveness in regular classes, in conferences or independent studies, and in advising. Consider such factors as mastery of subject matter, planning for courses, classroom procedures, availability to students, rapport with students, objectivity and fairness, and commitment to and skill at advising. Be sure to indicate the evidence for your judgments.

**CIRCLE THE NUMBER WHICH YOU THINK MOST ACCURATELY RATES OVER-ALL TEACHING EFFECTIVENESS**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>poor</b>			<b>satisfactory</b>				<b>excellent</b>		

## II. SCHOLARLY OR CREATIVE WORK

Please evaluate the faculty member's creative or scholarly work. Consider such factors as advancement towards a degree, publications, presentations, work in progress, recitals or programs, professional involvement, and recognition and awards. It is most important that you assess the quality of the faculty member's work, making your standards clear.

**CIRCLE THE NUMBER WHICH YOU THINK MOST ACCURATELY RATES OVER-ALL SCHOLARLY OR CREATIVE WORK.**

1	2	3	4	5	6	7	8	9	10
poor		satisfactory				excellent			

### III. UNIVERSITY AND COMMUNITY SERVICE

**Please evaluate the faculty member's service to his or her department, the university, and the community at large. The quantity and variety of participation are important, but the committee would especially appreciate comments on and evidence of the faculty member's effectiveness in carrying out committee assignments and departmental or special duties.**

**CIRCLE THE NUMBER YOU THINK MOST ACCURATELY RATES OVER-ALL UNIVERITY AND COMMUNITY SERVICE.**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>poor</b>			<b>satisfactory</b>				<b>excellent</b>		

**Please rate the following items:**

**A. Tenure**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Strongly Oppose</b>		<b>Oppose</b>		<b>Undecided</b>		<b>Recommend</b>		<b>Strongly Recommend</b>	

**B. Promotion**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Strongly Oppose</b>		<b>Oppose</b>		<b>Undecided</b>		<b>Recommend</b>		<b>Strongly Recommend</b>	

**C. Merit**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Strongly Oppose</b>		<b>Oppose</b>		<b>Undecided</b>		<b>Recommend</b>		<b>Strongly Recommend</b>	

**D. Retention for Next Year**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Strongly Oppose</b>		<b>Oppose</b>		<b>Undecided</b>		<b>Recommend</b>		<b>Strongly Recommend</b>	

**Additional Comments:**

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**APPENDIX B**

**ACADEMIC FREEDOM AND TENURE**

**1940 Statement of Principles**

ACADEMIC FREEDOM AND TENURE\*  
1940 Statement of Principles

In 1940, following a series of joint conferences begun in 1934, representatives of the American Association of University Professors and of the Association of American Colleges agreed upon a restatement of principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure. This restatement, known to the profession as the 1940 Statement on Principles on Academic Freedom and Tenure, was officially endorsed by the following organizations in the years indicated:

Association of American Colleges .....	1941
American Association of University Professors .....	1941
American Library Association (adapted for librarians) .....	1946
Association of American Law Schools .....	1946
American Political Science Association .....	1947
American Association of Colleges for Teacher Education .....	1950
Association for Higher Education, National Education Association .....	1950
American Philosophical Association: Western Division .....	1952
Eastern Division .....	1953
Southern Society for Philosophy and Psychology .....	1953

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Tenure is a means to certain ends; specifically: (1) Freedom of teaching and research and of extramural activities, and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

Academic Freedom

- (a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- (b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no

relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

- (c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

#### Academic Tenure

- (a) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

- (1) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.
- (2) Beginning with appointment to the rank of full-time instructor or a higher rank, the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution, it may be agreed in writing that his new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years. Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.
- (3) During the probationary period a teacher should have the academic freedom that all other members of the faculty have.
- (4) Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him and should have the opportunity to be

heard in his own defense by all bodies that pass judgment upon his case. He should be permitted to have with him an adviser of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available for the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

- (5) Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.

### Interpretations

At the conference of representatives of the American Association of University Professors and the Association of American Colleges on November 7-8, 1940, the following interpretations of the 1940 Statement of Principles on Academic Freedom and Tenure were agreed upon:

1. That its operation should not be retroactive.
2. That all tenure claims of teachers appointed prior to the endorsement should be determined in accordance with the principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure.
3. If the administration of a college or university feels that a teacher has not observed the admonitions of Paragraph (c) of the section on Academic Freedom and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning his fitness for his position, it may proceed to file charges under Paragraph (a) (4) of the section on Academic Tenure. In pressing such charges the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

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\*Copied from the AAUP Bulletin (a publication of the American Association of University Professors), Winter Issue, December 1960.

**APPENDIX C**

**GUIDELINES FOR ALLOCATION AND REVIEW  
OF FACULTY POSITIONS**

Guidelines for Allocation and Review  
of Faculty Positions  
(Adopted by the Faculty and the President, May 1981)

Decisions as to whether to authorize new positions or reauthorize vacant ones requires the consideration of several more or less independent kinds of data and circumstances, and are always conditioned by the overall distributions of positions among teaching areas and the ratio of students to faculty which the institution has decided it can support. Because of the unique and varied conditions of each department it is not possible to attach fixed weights to the factors which will be considered. For initial authorization and reauthorization decisions, the following factors will be taken into consideration:

- How the curriculum of the department and the position under consideration fit into the statement of aims and the liberal arts traditions of Ohio Wesleyan.
- How the position relates to the curriculum of the department.
- The need for a viable curriculum for the major.
- Departmental method of determining faculty teaching load and its consistency with University teaching load policy.
- Number of graduation units generated by each faculty member.
- Cost of program per graduation unit (e.g., Hegis data).
- Versatility of other faculty in department to teach courses associated with the position under review.
- Grade distribution.
- Number of majors.
- Service functions of the department.
- Non-teaching responsibilities unique to the department.
- Course proliferation and course overlap.
- The impact of new courses and/or new programs on the curriculum and on the total enrollment.
- Distribution of course offerings (upper-level and lower-level).

Decisions as to whether newly authorized or reauthorized positions shall be term or tenure-track will involve judgments about the expendability of such positions and about the effect of such decisions on the academic and financial flexibility of the department(s) and the University. A position will be classified as tenure-track when at the time of decision circumstances favor a reasonable expectation that the position can be supported in the long run. The state of the job market for a position may also be relevant in individual cases, when classifying a position as term seems likely to make it very difficult, if not impossible, to attract a qualified appointee. A position shall be classified as term when at the time of the decision there is significant doubt about the institution's long-term commitment to support that position. It is expected that such a circumstance will be rare and that newly authorized and reauthorized positions normally shall be tenure-track.

In a review of regular positions, a decision to change the status of a tenure-track position will be made only when circumstances supporting that status initially have changed significantly. In that review the Committee and the administration shall use those criteria previously outlined. The burden of proof for change in status lies with those proposing the change.

APPENDIX D

AFFIRMATIVE ACTION PLAN

Ohio Wesleyan University

Spring 1990

Affirmative Action Council and Writing Committee revisions

September 2000

as of April, 1990

September 1, 1970  
Revised July, 1971  
Revised August, 1974  
Revised May, 1976  
Revised May, 1980  
Revised May, 1982  
Revised September, 1984  
Revised April, 1988  
Revised October, 1988  
Revised April, 1990

### Affirmative Action Policy

An essential function of a university is to help all persons realize their potential. To this end Ohio Wesleyan University affirms its support of equal opportunity for and nondiscrimination against all qualified persons regardless of race, color, creed, national origin, sex, disability, sexual preference, age, or family relationship. Furthermore, Ohio Wesleyan University asserts that affirmative action will be pursued to provide access to employment, benefits, programs, education, and facilities to qualified women and members of racial and ethnic minorities.

"Affirmative action requires the contractor to do more than ensure employment neutrality...As the phrase implies, affirmative action requires the employer to make additional efforts to recruit, employ and promote qualified members of groups formerly excluded, even if that exclusion cannot be traced to particular discriminatory actions on the part of the employer. The premise of the affirmative action concept of the Executive Order is that unless positive action is undertaken to overcome the effects of systemic institutional forms of exclusion and discrimination, a benign neutrality in employment practices will tend to perpetuate the status quo ante indefinitely."<sup>1</sup>

Ohio Wesleyan University believes that minimum or least-effort actions and procedures are ineffective in assuring equal employment and affirmative action as well as contrary to the intent of federal laws and guidelines. Simple abstention from overt discrimination or the rewriting of job descriptions and criteria for employment will not fulfill moral and legal obligations.

Culturally biased preferences for one sex over another or one race over another are not valid reasons for exclusionary practices or unjust criteria for employment.

The traditional patterns of behavior in universities have reflected white male standards. Women and minorities have been judged by how well they could live up to or surpass these patterns.

Alternatives and more flexible arrangements should be devised so that unrealistic burdens to conform are not imposed on women and minorities either overtly or covertly.

Diversity rather than conformity should be encouraged. Alternatives would allow men as well as women and minorities more flexibility in academic behavior and employment.

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<sup>1</sup> U. S. Department of Health, Education, and Welfare, Office for Civil Rights, Higher Education Guidelines: Executive Order 11246. (Washington, D.C.: GPO, 1972), 3.

Since the elimination of any discriminatory practices, intentional or unintentional, is a legal as well as a moral concern, Ohio Wesleyan University affirms that its policies and practices are designed to ensure women and minorities equal opportunity for education, employment, and advancement in responsibilities and in remuneration. Ohio Wesleyan fully accepts its legal responsibilities and pledges not only to provide equal opportunity but also to take affirmative action in all its relationships with persons associated with it and in all facets of its operation. The university requires the full cooperation of every University employee in order to meet its moral and legal obligations. Vigorous efforts to attain the goals set forth in this document are the responsibility of all persons and departments of the University. All publications and releases issued by the University shall be prepared with affirmative action in mind.

The legal standards informing this Affirmative Action Plan and Equal Opportunity Program derive from the Civil Rights Act of 1964, Title VI, Title VII, the Equal Pay Act of 1963; Executive Order 11246 as amended by Executive Order 11375; the Equal Employment Opportunity Act of 1972; and Title IX of the Educational Amendments of 1972, section 901, which prohibits discrimination on account of sex in educational programs receiving federal financial assistance.

In no way shall this document be construed so as to interfere with the hiring of the most qualified candidate as determined by the Search Committee and the appropriate hiring officer of the college (i.e. the Board of Trustees, the President, the Provost, the Vice President for Business Affairs, the Vice President for University Relations).

### Affirmative Action Plan

#### I. Employment

##### A. Goals and Timetables

1. Each unit shall analyze its present staff or work force to determine foreseeable retirement, resignation, replacements, additional staff, etc., and report annually all possible openings that might occur within the next two years to the Affirmative Action Officer and the appropriate person for hiring.
2. Determinations of availability of qualified persons, or job pool estimates, will be made biennially.
  - a. An estimate shall be made by the Provost, with the aid of the Affirmative Action Officer and departmental chairpersons, of the number of qualified women and minority persons in the various academic disciplines as determined by governmental sources, such as the U.S. Department of Labor and the U.S. Department of Health and Human Services, and other authoritative sources.
  - b. An estimate shall be made by the Affirmative Action Officer of the number of women and minority persons available in the Delaware

County and in the Columbus Standard Metropolitan Statistical Area as determined by the U.S. Bureau of the Census, according to figures available from state and federal governmental agencies and other authoritative sources of personnel information.

3. No quotas shall be set for the employing of women and minority persons, but goals for the future toward which the University shall strive in all good faith and timetables for reaching these goals shall be established. "Goals may not be the rigid and inflexible quotas which must be met, but must be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Affirmative Action program work" (41 Code of Federal Regulations 60-2.12 (e)). These goals will be separate for women and minority persons.
4. A progress report on the achievement of these goals and timetables shall be submitted annually to the President by the Affirmative Action Officer.

## B. Hiring Practices

### 1. General

- a. Ohio Wesleyan University shall recruit all employees without discrimination on the basis of race, color, national origin, religion, sex, disability, sexual preference, age, or family relationship. In addition, the University shall actively seek to employ qualified women and minorities, recognizing the benefits to the University of their diverse experiences, cultural backgrounds, different points of view, and ability to serve as role models and to enrich the learning experience.
- b. Affirmative Action in the University's employment practices shall apply to U.S. citizens and permanent residents who are women or whose primary racial or ethnic identification is with one of these groups: American Indian or Alaskan native, Asian or Pacific Islander, African-American, or Hispanic.
- c. The University shall act affirmatively to increase the overall employment of women and minorities. The relatively small number of women and minority persons qualified in certain fields shall not be used as justification for least-effort actions to recruit.
- d. The University shall actively seek to provide employment for minorities and women in jobs that are substantial and that offer opportunities for advancement.
- e. Job classifications and descriptions shall be written to ensure that women and minorities are not disadvantaged.
- f. Recruitment practices shall be designed so that the University can identify and employ women and minorities, taking care not to limit its searches to predominately white, elite institutions and organizations.

- g. Sources for recruitment of women and minorities shall be developed and maintained by the Affirmative Action Officer in conjunction with the Provost, the Vice President for Business Affairs, and the Vice President for University Relations.
- h. All advertisements and notices of openings shall include a statement of the University's affirmative action and equal opportunity policy.
- i. Ohio Wesleyan University is an equal opportunity employer whose applicants are selected on the basis of qualifications judged by "proper, validated standards" as to skill, ability, knowledge, experience, training, qualifications and character.
  - (1) Application forms shall conform to all applicable state and federal laws.
  - (2) Testing and interviewing shall be the same for women and men and for minorities and non-minorities.
  - (3) Nonrelevant considerations such as marriage and parenthood shall not be used in employment decisions.
  - (4) No applicant shall be discriminated against because her or his experience includes part-time employment.
  - (5) Interviewers shall attempt to discover any unusual aptitudes, specialized knowledge, work experience, and other experience that an applicant might not have mentioned on the application form.
- j. Preference for minorities and women
  - (1) Qualified women and minorities shall be given preference over other equally qualified applicants for jobs in which there has been under-staffing of women and minorities.
  - (2) Applicants shall be considered equally qualified if there is no significant difference between their qualifications.
  - (3) It shall be the responsibility of the search committee to recruit, evaluate, interview and rank applicants in accordance with the appropriate search plan and selection report and to make a recommendation for hire to the appropriate hiring officer and to explain the reasons for the final ranking and recommended hire.
  - (4) If the decisions of the search committee conflict significantly with the principles and procedures of affirmative action as stated in this document, it shall be the responsibility of the Affirmative Action Officer to challenge them.

## 2. Permanent Positions

- a. All permanent positions, whether full- or part-time, shall be filled through a search conducted by a search committee.
  - (1) The search committee shall be composed of at least three persons.

- (2) The search committee shall include a representative appointed by the Affirmative Action Officer. The affirmative action representative shall serve as a regular member of the search committee and should be familiar with affirmative action procedures and policies.
  - (3) The search committee should include a person from outside the department or office.
  - (4) For faculty searches, a faculty member will serve as the affirmative action representative and may, at the discretion of the search committee, also serve as the person from outside the department.
  - (5) The search committee should include minorities and women whenever possible.
  - (6) The chairperson of the search committee shall make sure that all members of the search committee are aware of affirmative action policies and procedures and have copies of the Affirmative Action Plan.
  - (7) The chairperson of the search committee shall be responsible for completing the required forms and submitting them to the Affirmative Action Officer for approval. Search committee members should review and approve the forms before they are submitted.
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- b. As part of the search process, the chairperson of the search committee shall document efforts to recruit women and minorities and provide this information to the Affirmative Action Officer in the Search Plan.
  - c. Extensive advertising of all permanent openings shall be conducted.
  - d. The recruitment area for all faculty and administrative positions shall be nationwide. Exceptions can be made when the need for emergency recruitment, as in the case of late resignations, requires restrictions to regional or local efforts.
  - e. The recruitment area for all administrative assistants shall be as widespread as possible and take into account the likely geographic distribution of the applicant pool.
  - f. The recruitment area for all support staff personnel, clerical and hourly positions shall be Delaware County and the Columbus Standard Metropolitan Statistical Area as determined by the U.S. Bureau of the Census.
  - g. Recruitment sources shall include community organizations composed of women and minorities, predominately female and minority institutions, professional caucuses, and groups within professional organizations.

- h. Advertisements shall be placed in such women's and minority organizations' periodicals as can be shown to be productive of qualified applicants.
- i. For jobs in which there has been under-utilization of minorities or women, a special session with on-campus peers shall be held for women or minority applicants.
  - (1) The purpose of this peer-group session shall be to provide information to the applicant, to answer any special questions the applicant may have, and to encourage the applicant to accept an offer of employment if one is made.
  - (2) The on-campus peers participating in the session shall explain to the applicant that the session is not an interview, that they will not evaluate the applicant, and that they will not report back to the search committee.
  - (3) The chairperson of the search committee shall be responsible for ensuring that peer-group sessions are held.

3. Permanent Positions: Required Forms, Approval, and Appeals
  - a. Before submission of a search plan, authorization must be obtained from the Provost for faculty positions and from the Director of Human Resources for all other positions.
  - b. Search Plan
    - (1) The search committee shall complete a Search Plan (see the appendix) and submit it to the Affirmative Action Officer for approval before beginning the search.
    - (2) Any subsequent changes to the search plan must also be approved by the Officer.
    - (3) In cases of conflict between the search committee and the Officer, the search committee may request a review of the decision by the Affirmative Action Council. The student members of the council will not participate in these appeals. The decision of the Council to uphold or reverse the Officer shall be final.
  - c. Selection Report
    - (1) The chairperson of the search committee shall complete a Selection Report (see the appendix) and submit it to the Affirmative Action Officer for approval before bringing in any top candidates for interviews.
    - (2) Any subsequent changes to the Selection Report must also be approved by the Officer.
    - (3) In cases of conflict between the search committee and the Officer, the search committee may request a review of the decision by the Affirmative Action Council. The student members of the council will not participate in these appeals. The decision of the Council to uphold or reverse the Officer shall be final.
  - d. Hiring Report
    - (1) The chairperson of the search committee shall complete a Hiring Report (see the appendix) and submit it to the Affirmative Action Officer for approval before making an offer of employment.
    - (2) If the sequence of offers as recommended in the hiring report are not accepted, the search committee shall again seek the approval of the Officer before making subsequent offers.
    - (3) The Affirmative Action Officer shall ordinarily respond to all Hiring Reports within one work week.
    - (4) If the Affirmative Action Officer challenges the recommendation of the search committee, on the basis of the significant difference being unproven, the Officer shall submit, ordinarily within three business days, a full report outlining all irregularities to both the chairperson of the search committee and the hiring officer.

- (5) The hiring officer (the President, the Provost, the Vice-President for Business Affairs, or the Vice-President for University Relations as appropriate) shall attempt to resolve the conflict. If no consensus is reached among the hiring officer, the Affirmative Action Officer, and the search committee, the decision of the hiring officer shall be final.

4. Temporary Positions

- a. All temporary positions shall be filled in accordance with affirmative action principles. Affirmative action procedures must be followed for any temporary position half-time or more or of an appointment period of more than three months for classified and hourly employees and of a six-month period or longer for all other employees. When extenuating circumstances exist for temporary positions of six to twelve months, these procedures may be altered or waived by the Affirmative Action Officer.
- b. Before submission of a Search Plan, authorization must be obtained from the Provost for faculty positions and from the Director of Human Resources for all other positions.
- c. Policies and practices for temporary employment shall be designed to ensure that women and minorities are not underemployed in temporary positions.
- d. The recruitment area for all part-time continuing positions and all temporary positions shall be as widespread as possible and take into account the likely geographic distribution of the applicant pool.
- e. Advertising for all temporary positions shall be as extensive as is reasonably possible.

C. Compensation, Benefits, and Promotion

1. Compensation, benefits, and promotions shall be granted on a nondiscriminatory basis.
2. Temporary and part-time employees shall receive just remuneration without regard to their sex, race, availability, or family relationship to other employees.
3. All existing pay scales and salary schedules shall be open and available from the offices of the Provost and the Vice President for Business Affairs.
4. Benefits shall include pregnancy and child care leaves.
  - a. Pregnancy shall be considered a temporary disability.
  - b. Parents shall be eligible for unpaid leaves of absence for child-rearing purposes granted and limited by the same policies and procedures as in the case of personal leaves for other reasons.

5. All criteria for employment and advancement, including general qualifications and necessary experience, shall be spelled out in detail in the existing University handbooks.
6. Promotion
  - a. There shall be no promotion from one position to another with significantly different responsibilities. All positions shall be filled through a search.
  - b. Promotion in compensation or in job title (from assistant to associate professor, for example) may occur as specified in written University personnel policies.
  - c. The practice of filling all positions through a search shall continue at least until appropriate numbers of minorities and women are included among the University's work force.
  - d. University employees are encouraged to apply for other positions within the University, and their applications will be considered on an equal basis with those of external applicants.
7. Documentation
  - a. A basic data file containing the following information shall be maintained on each academic and non-academic employee.
    - (1) Name and/or identification number for confidentiality
    - (2) Sex
    - (3) Ethnic or racial identification
    - (4) Age or date of birth
    - (5) Date of first employment
    - (6) Years of previous experience
    - (7) Rank or job title at first appointment
    - (8) Dates of promotions and subsequent rank or job title
    - (9) Length of service in various ranks or positions
    - (10) Present and past employment status, i.e., full-time, part-time, tenured, non-tenured, etc.
    - (11) Level of education or training
    - (12) Unit or department within the University where employed
  - b. The Affirmative Action Officer shall examine and analyze these files in detail periodically (at least every five years) to determine whether there exists any discrimination in compensation, benefits, or promotion against women as a group or as particular individuals and against minority persons as a group or as individuals.

D. Conditions

1. Women and minorities shall be treated equally with white males in working conditions, job classifications or assignments, work hours, committee responsibilities, office space assignment and equipment, secretarial assistance, parking space, vacation time, sick leave, etc.
2. Care shall be taken to ensure that women and minority persons are not assigned automatically to a lower status rank or a lower level of responsibility.
3. Flexibility of appointments shall be available to all employees on a reasonable basis and shall be open to negotiation.
4. Day care facilities shall be examined and recommendations made for the establishment of such a center, if resources permit, so that employment opportunities, especially for women, will be increased and the burdens of securing proper child care diminished.
5. Demotions, layoffs, recall following layoff, and transfers shall be made on a nondiscriminatory basis in accordance with University affirmative action policies.

## II. Facilities and Activities

- A. All facilities, educational, social, recreational, and residential, shall be open to all persons without regard to sex or minority status, except where separation of the sexes protects the right of privacy in facilities such as restrooms and locker rooms.
  1. Equal access to athletic facilities shall be assured.
  2. Those facilities that are separate for the sake of the right of privacy shall be equal but not necessarily identical.
- B. Women and minority persons shall have equal opportunity for participation in educational programs of all kinds.
- C. Equal opportunity in the allotment of money for all University programs and the facilities that support them shall be assured to women and minorities.

III. Stereotyping or ridiculing a person on the basis of sex or minority identity is against University policies and regulations. Sex-role stereotyping and minority stereotyping are to be avoided by all students and employees of the University. The changing roles of women and minorities shall be affirmed and supported. Such affirmation and support shall in no way be understood to limit the academic freedom to criticize social ideologies.

## IV. Policies and Procedures Affecting Students

A. Admission and Financial Aid

1. All applicants for admission to Ohio Wesleyan University shall be selected according to affirmative action guidelines.
2. The University, through its Office of Admission, shall continue to pursue a policy of positive and vigorous recruitment of minority students in order to benefit minority groups and create a more diverse student body.
3. Minority high school students who might feel that the University's doors are closed to them for social and economic reasons shall be counseled and encouraged to apply and enroll at Ohio Wesleyan.
4. All admission policies, procedures, tests, and printed material shall be reviewed for cultural or sexual bias by the Provost and the Dean of Enrollment Management, with the aid and advice of minority and women students.
5. The criteria for the awarding of financial aid shall be equivalent for all groups regardless of sex or minority identity.

B. Courses, Programs, and Activities

1. Equal access shall be assured for enrollment in all courses and participation in all activities.
2. Supportive educational services, such as special help for those with math anxiety, shall continue to be provided to help women and minority students achieve academic success.
3. Programs designed to help the culturally or racially disadvantaged shall be affirmed as an important responsibility of the University and shall continue to receive financial support.
4. Student political, religious, ethnic, and minority organizations, such as the Student Union on Black Awareness and Horizons International, shall be encouraged, and diversity shall be cherished.
5. Student employment shall not exclude or discriminate against women and minorities. Special efforts to increase minority opportunities shall be the responsibility of the appropriate supervisor.

C. Services

1. The Student Health Center shall provide equal treatment and advice to all students, but special attention shall be given to women's health needs.

2. Personal counseling and academic and career advising shall be provided on a nondiscriminatory basis and be responsive to the special needs of women and minority students. Counselors of both sexes shall be available.
  3. Placement services shall be provided in a manner that assures equal opportunity for placement and employment. Women and minority students shall not be discouraged from applying or interviewing for positions on account of their sex or minority status. Identical forms shall be used for all students.
- D. The Affirmative Action Officer shall submit to the President an annual report on women and minority students. The report shall include but not be limited to:
1. An analysis of the sex and racial composition of the student body.
  2. Information from the Director of Admission
    - a. An analysis of the sex and race of students who applied, who were offered admission, and who enrolled.
    - b. A description and analysis of recruitment activities to increase minority enrollment.
  3. An evaluation of opportunities for women and minority students, an assessment of efforts, a determination of progress in achieving goals, and recommendations.
- V. Construction, Subcontractors, and Purchases
- A. The University shall continue its established program of requiring all contractors on University construction projects to provide employment to any qualified worker without regard to race, color, creed, national origin, sex, handicap, age, sexual preference, or family relationship and will continue to require proof from contractors that they are, in fact, equal opportunity employers.
  - B. All subcontractors on University contracts and all suppliers of materials shall be notified of the University's policy of nondiscrimination.
  - C. The University shall incorporate the Equal Employment Opportunity clause contained in Executive Order 11246 in each nonexempt first-tier subcontract, in each purchase order having a face value of \$10,000 or more, and in each University Purchase Contract.

#### Responsibility for Implementation

The ultimate responsibility for the establishment, the maintenance, and the enforcement of the Affirmative Action Plan rests with the President of the University. Delegation of these

responsibilities and powers shall be made to the Provost, The Director of Human Resources, the Vice President for Business Affairs, the Vice President of University Relations, the Affirmative Action Officer, and the Affirmative Action Council. The University supports this Affirmative Action Plan, will provide assistance in the gathering of data, and will make available to the Officer any relevant information that is requested. Legal assistance, when necessary, shall be made available to the Council.

I. The Affirmative Action Officer

- A. An officer shall be appointed by and report directly to the President after consultation with those persons concerned with and knowledgeable in affirmative action matters.
  - 1. The Officer shall be someone who is sensitive to the needs of those persons the Affirmative Action Plan is designed to protect and knowledgeable as to the requirements of this plan, the University's legal responsibilities, and patterns of University enrollment and employment.
  - 2. The Officer shall be hired as an administrator, but should be knowledgeable in faculty and student affairs as well.
- B. The Officer shall consult with the Provost, the vice presidents, faculty committees, department heads, and women's, student, and minority groups in order to advise those persons responsible for hiring, recruiting, retention, promotion, pay, tenure, working conditions, educational programs and facilities, etc., as to affirmative action requirements to assure the utilization of women and minorities and the equalization of opportunities.
- C. The Officer shall be responsible, as the President directs in concurrence with the Affirmative Action Council, for the continuous compilation and monitoring of statistics to determine where there is under-utilization or discrimination against women and minorities. These statistics shall be on file and made available for inspection unless they are confidential.
- D. The Officer shall assist departments, the administration, and other University units in determining the availability of qualified minority persons and women in setting goals and timetables for attaining these goals.
- E. The Officer shall collect and maintain any files of reports from all University departments, administrators, committees, boards, etc., needed for the purpose of documenting affirmative action. Information collected shall be protected and confidential only when it refers to individuals, but not to groups, such as women and minorities.
- F. The Officer shall complete, as the President directs in concurrence with the Affirmative Action Council, annual reviews of the condition of employment of women and minorities.

- G. The Officer shall be responsible for:
1. vigorously pursuing affirmative action;
  2. investigating and monitoring University policies and practices, educational and training programs, and all recreational and social activities;
  3. measuring the University's progress towards its goals and timetables;
  4. reviewing and monitoring all relevant University publications and releases; and
  5. advising others of their responsibilities for affirmative action.
- H. The Officer shall investigate possible discrimination and harassment resulting from recruiting or complaining under affirmative action, monitor all employment practices under affirmative action guidelines and this document, and report these matters promptly to the President and to the Council for action when evidence of discrimination appears.
- I. The Officer shall make clear to all supervisory personnel that their work performance shall be evaluated by the Officer on how well their efforts, practices, and results comply with affirmative action policies of the University.
- J. The Officer shall, with the advice of the Council and the President, develop policy statements on affirmative action for internal and external distribution.
- K. The Officer shall make available to Council members the documents pertinent to affirmative action.
- L. The Officer and the Council shall be responsible for the annual evaluation and/or revision of this document.

## II. The Affirmative Action Council

- A. An Affirmative Action Council shall be formed to carry out the Affirmative Action Plan.
1. The Council may be convened by the President, the Affirmative Action Chairperson, or the Affirmative Action Officer.
  2. If requested by at least three Council members, a special meeting will be called by the Chairperson.

3. A majority of the members of the Council shall constitute a quorum.
4. The Council shall meet at least twice a semester during the academic year and when the necessity arises for specially called meetings.
5. All meetings not specifically designated as hearings or executive sessions shall be open to all University personnel and students. Notice of all such meetings shall be given through appropriate channels.
6. Voting shall be conducted by secret ballot upon the request of any member of the Council.
7. The Council shall keep a journal of proceedings. An able secretary from the Clerical Staff should be assigned to the Council and the Affirmative Action Officer so that Council members and the Officer are free to discuss and to act without the burden of keeping, writing, and disseminating minutes and reports.

B. Composition of the Council

The Affirmative Action Council shall represent those groups in the University community most concerned with affirmative action. The Council shall include the following:

1. The Affirmative Action Officer
2. The Provost
3. The Vice President for Business Affairs or Director of Human Resources
4. The Director of Minority Student Affairs
5. A representative from the Faculty Personnel Committee selected by the Faculty Personnel Committee
6. A faculty representative from the Committee on the Status of Women selected by the Committee on the Status of Women
7. Two faculty members to be elected by the faculty
8. At least two non-administrative representatives elected or appointed by the Clerical Staff Council
9. At least two non-administrative representatives from the Buildings and Grounds Department, elected or appointed by an elected committee of Buildings and Grounds

10. A student elected or appointed by the Wesleyan Council on Student Affairs
11. A student elected or appointed by the Student Union on Black Awareness
12. A representative elected or appointed by the Black Faculty Staff Organization
13. A representative elected or appointed by the Women's Task Force

C. Duration of Appointment or Election to the Affirmative Action Council

1. The Affirmative Action Officer is to be a continuing member but not to serve as chairperson.
2. The administrators are to be continuing members of the Council but not to serve as chairperson.
3. Elected faculty representatives are to serve for three years, the term to be staggered in the initial selection.
4. In the case of conflict of interest as a result of either committee or department membership, the Executive Committee will replace the affected faculty representative for the duration of that case. This provision applies specifically to the Faculty Personnel Committee and any academic department.
5. Representatives from the Clerical Council and Buildings and Grounds are to serve for three years.
6. Students are to serve for one year, but may be named by their respective groups for reappointment.
7. Persons in the other category are to be appointed for one year and may be reappointed.

D. Responsibilities

1. The Council shall advise the Affirmative Action Officer and share the responsibility for the implementation of the Affirmative Action Plan.
2. The Council shall serve as a center of University-wide communication regarding the University's Affirmative Action Plan.

3. It shall be the responsibility of the Council to study and to understand federal laws and guidelines now in force and to be alert to any changes in federal government policies that apply to affirmative action.
4. The Council shall form committees to study particular areas within the University structure. The Committees shall be composed of those persons having interest in and/or knowledge of specific concerns.
5. If a claim of discrimination is presented, the Council will presume the validity of the claim, investigate, and provide documentation or such other evidence as can be produced in order to prove or disprove the claim. Groups or individuals should be encouraged to alert the Affirmative Action Council and the Affirmative Action Officer to possible discriminatory policies or practices or to recommend investigations and appropriate action.
6. The Council shall serve as a body to hear appeals of decisions of the Affirmative Action Officer. The Council shall have the power to reverse decisions of the Officer if it believes such change is warranted by the facts and circumstances of the case.
7. Annual Reports shall be made to the President and to the faculty (to be included with the year-end reports for the last regularly scheduled faculty meeting of the year) and additionally shall be disseminated to the University community at large. Additional reports shall be made when special matters need attention.

### Grievance Procedures

Persons with concerns affecting women or minorities are encouraged to approach the Affirmative Action Council, any one of its members, or the Affirmative Action Officer by telephone, mail, or in person to receive help in the resolution of their concerns. The Council and/or the Officer will counsel the complainant regarding the appropriate course of action.

#### I. Informal Procedure

- A. If the complainant elects to proceed with the informal procedure, he or she shall develop a written description of the event and the circumstance of the complaint and submit it to the Affirmative Action Officer.
- B. The Affirmative Action Officer will make inquiries of the appropriate group or individuals to seek swift resolution of the concerns raised. If requested, the identity of the complainant may be protected and confidentiality ensured.

- C. If the Affirmative Action Officer finds cause for inequities affecting an individual, that person will be consulted regarding his or her wishes before further actions are taken.
- D. If the Affirmative Action Officer finds cause for inequities affecting groups of people, he or she shall bring to the Affirmative Action Council a report and recommendation for correction action.

## II. Formal Procedures

The heaviest burden of proof rests with those (individuals, groups, departments, organizations, etc.) accused of non-compliance with the provisions of the Affirmative Action Plan.

- A. If the complainant elects to proceed with a formal investigation, a completed grievance form (grievance forms shall be available in several offices: the Office of the Provost, the Office of Minority Student Affairs and the Affirmative Action Office, see appendix) shall be submitted to the Affirmative Action Officer to be brought to the Affirmative Action Council which shall detail in writing:
  - 1. A description of the event(s) and/or circumstance(s) of the complaint(s);
  - 2. The name or names of the persons, groups, departments, or organizations against whom the complaint is made;
  - 3. The proposed action, if any, sought by the complainant to redress the complaint.
- B. Within ten business days of receipt of the formal grievance form by the Affirmative Action Officer, the Council shall initiate formal proceedings.
- C. If the Affirmative Action Council or Officer has reason to believe that an individual or group has discriminated against women or minorities, that accused individual or group will be required to submit a written statement explaining the situation within ten business days of receipt of notification by the Officer.
- D. Within ten business days of the receipt of the response(s) of the person(s) charged separate hearings shall be held with the aggrieved party and those charged. Each may be assisted and accompanied by advisers of their choosing for the purpose of moral support.
- E. Reports of the hearings and the action recommended by the Council and the Office shall be forwarded to the President and other appropriate officers or committees for any necessary action or reconsideration.
- F. Retaliation against the complainant constitutes harassment and may subject the harassing parties to these grievance procedures as well as the University harassment policy.

### G. Confidentiality

1. The confidentiality of the grievance complaint shall be protected, and only those listed below shall have access to it.
  - a. Those engaged in the investigation
  - b. The members of the Affirmative Action Council
  - c. Those charged in the grievance complaint (so that they may respond to it)
2. Complaints received and records of the ensuing investigation and its results shall be retained in a confidential file by the Affirmative Action Officer.
3. The confidentiality of proceedings, minutes, reports, written and oral statements, and any other information secured by the Officer and the Council shall be protected. All reports and minutes, however, shall be open to public inspection only after a vote by the Council to that effect.

### III. Appeal

Persons dissatisfied with the findings of the Affirmative Action Council or subsequent action of the President may appeal to the Office for Civil Rights of the U.S. Department of Health and Human Services, the Equal Employment Opportunity Commission, the Wage and Hour Division of the U.S. Department of Labor, the Ohio Civil Rights Commission, or the American Civil Liberties Union.

#### Dissemination

- I. The Affirmative Action Plan shall be available in the following places so that University personnel and students can have easy access to it.
  - A. The Faculty Handbook and the several staff employee handbooks
  - B. Beeghly Library (on reserve)
  - C. The Memorial Union Building
  - D. The office of the resident counselor of each living unit
  - E. Each fraternity house

F. The Affirmative Action Office

- II. Notice of such availability shall be given to students and University personnel.
- III. Substantive changes in the Plan shall be made known to the University community.
- IV. A summary of the Plan shall be communicated annually to all personnel, students, and prospective students through appropriate University publications such as the University catalog.
- V. To ensure awareness, understanding, and positive, meaningful, and effective action, the subject of affirmative action and the University's commitment is hereby assigned a high priority for discussion at appropriate management, supervisory, departmental, faculty, and staff committee meetings.
- VI. All recruiting and potential employment sources shall be informed in writing about the University's affirmative action policy.

**APPENDIX D**

**AFFIRMATIVE ACTION PLAN**

**Ohio Wesleyan University**

**Spring 1990**

**APPENDIX E**

**OHIO WESLEYAN UNIVERSITY  
POLICY ON HARASSMENT, INCLUDING SEXUAL HARASSMENT**

## APPENDIX E

Committee on Women and Gender  
Writing and Revisions

November, 1988  
Name Update January, 1990  
Policy Revised March, 2000  
Name Update March, 2000  
Policy Revised April, 2011  
Name Update April, 2011

### OHIO WESLEYAN UNIVERSITY POLICY ON HARASSMENT, INCLUDING SEXUAL HARRASSMENT

#### **I. The Principles of Our Policy**

Ohio Wesleyan University is committed to maintaining a positive climate for study and work, in which individuals are judged solely on relevant factors, such as ability, performance, and University requirements, and can pursue their activities in an atmosphere that is free from harassment, coercion and intimidation. Harassment, including sexual harassment, undermines the mission of the University and threatens the careers, academic experience and well-being of students, faculty, staff and visitors to the campus.

Therefore, it is the policy and goal of Ohio Wesleyan University that all students, faculty, staff and guests be free from harassment based upon an individual's race, color, gender, gender identity and/or expression, sexual orientation, family configuration, religion, national origin, age, disability or military status. This prohibition includes sexual harassment.

Although guided by the laws of the United States and the State of Ohio, the University's policy against harassment is not limited by these laws and is unique to Ohio Wesleyan University and is an expression of the academic, residential and professional standards of the Ohio Wesleyan community. All charges of harassment, including sexual harassment, in violation of this policy will be taken seriously, and any person found to have engaged in harassment will be subject to discipline. The University reserves the right to investigate circumstances that may involve harassment in situations where no complaint, formal or informal, has been filed.

In addition, the University will not tolerate retaliation against a person who has reported harassment or conduct likely to be harassment or who participates in resolving such a claim. Nor will the University tolerate any false charge of harassment.

Nothing in this policy should be construed to infringe upon the academic freedom of members of the University community and their right to use the academic forum provided by the University to discuss controversial subjects or to express ideas with which some or most members of the University community strongly disagree.

#### **II. Scope of Harassment Policy and Procedures**

A. This policy applies to all faculty, all non-faculty employees, and all students.<sup>1</sup> All University community members are expected to abide by this policy, whether on campus or away from campus when engaged in activities sponsored by the University or that otherwise relate to the

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<sup>1</sup> Students are subject to the Student Code of Conduct as it relates to harassment, sexual harassment and sexual assault. The Student Code of Conduct shall take precedent in all matters in which an allegation of harassment, including sexual harassment or sexual assault, is raised against a student.

University or its business, including the activities of recognized student organizations. Those who contract to use Ohio Wesleyan's campus, conduct business on campus or visit the University are also expected to adhere to the principles established by this policy.

- B. While this policy applies to all members of the University community, the status of the person alleged to have harassed another will determine the procedures that apply and any discipline recommended. If a student is alleged to have engaged in harassment, the allegation will be resolved in accordance with the procedures found in the Student Code of Conduct (found in the Student Handbook). Faculty and non-faculty employees will be governed by the procedures for this policy. Full-time students who are also employed by the University will be treated as students for purposes of this policy, and University employees who also take classes part-time will be treated as employees for purposes of this policy. **PROCEDURES FOR REPORTING A VIOLATION OF THIS POLICY CAN BE FOUND AT PAGE 7.**

### **III. Defining Harassment and Sexual Harassment**

- A. Harassment of an individual on the basis of the individual's race, color, gender, gender identity and/or expression, sexual orientation, family configuration<sup>2</sup>, religion, national origin, age, disability or military status can result in persons being denied equal opportunity in the terms and conditions of their employment or education.
- B. Harassment includes incidents of verbal or non-verbal behavior directed toward an individual because of the person's race, color, gender, gender identity and/or expression, sexual orientation, family configuration, religion, national origin, age, disability or military status that are severe or pervasive enough to adversely affect a person's work or academic environment. Sharing or displaying objects, pictures, stories, or jokes that demean persons or that otherwise create hostile or offensive working, academic, or living environments on the basis of a person's race, color, gender, gender identity and/or expression, sexual orientation, family configuration, religion, national origin, age, disability or military status, even if not directed toward a specific individual, can constitute harassment in violation of this policy.

Harassment of this nature is sometimes referred to as creating a hostile work environment, similar to the distinction in the sexual harassment definition below.

- C. **Sexual harassment** is a specific form of harassment that generally has been defined in two broad categories: Quid Pro Quo Sexual Harassment and Hostile Environment Sexual Harassment.
  - 1. **Quid Pro Quo:** Quid pro quo sexual harassment can involve promises (for example, raises, promotions, high grades, etc.) based on an individual's willingness to submit to unwelcome behavior, including sexual favors or activities or relationships or other unwelcome attention based on the person's sexuality or gender. It can also involve threats (e.g. demotion, bad grades, discipline, etc.) based on an individual's refusal to submit to unwelcome behavior, including being involved in a sexual or romantic relationship, granting sexual favors, or engaging in other sexual or unwelcome activities based on sexuality or gender. The promise or threat does not necessarily need to be overt.

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<sup>2</sup> Throughout this policy, the term "family configuration" refers to an individual's marital status and parental status, including pregnancy or pregnancy history.

2. **Hostile Environment:** A hostile environment ordinarily exists when there are incidents of verbal or non-verbal behavior in the workplace or academic environment that focus on the sexuality or gender of a person, that are unwelcome, that are severe or pervasive enough to adversely affect a person's work or academic environment, and that are outside the realm of appropriate academic study or work practices.
3. In determining whether a behavior or series of behaviors constitute sexual harassment under the University's policy, the University will consider whether:
  1. the unwelcome behavior is based on the person's gender or sexuality and has the purpose or effect of (a) creating an intimidating, hostile, or offensive environment for working, learning, or living on campus, or (b) substantially interfering with an individual's work, academic performance, or status; or
  2. submission to the unwelcome behavior is made either explicitly or implicitly a term or condition of a person's employment or academics; or
  3. submission to or rejection of the unwelcome behavior is used as the basis for academic or employment decisions affecting the person.

#### **D. Forms and Examples of Harassment**

Harassment in violation of this policy can take many forms. The following are some examples of the type of conduct that, if severe or pervasive enough, can create a hostile work environment in violation of this policy:

- Abusive, threatening or offensive remarks about individual persons or classes of persons on the basis of the individual's age, race, color, gender, gender identity and/or expression, sexual orientation, family configuration, religion, national origin, age, disability or military status.
- Circulation or display of offensive or threatening materials, including photos, cartoons, symbols, or commentary, about classes of persons on the basis of their age, race, color, gender, gender identity and/or expression, sexual orientation, family configuration, religion, national origin, age, disability or military status.
- Stereotyping persons with regard to their characteristics or abilities on the basis of their age, race, color, gender, gender identity and/or expression, sexual orientation, family configuration, religion, national origin, age, disability or military status.
- Use of slurs or epithets in reference to individuals or classes or persons on the basis of their age, race, color, gender, gender identity and/or expression, sexual orientation, family configuration, religion, national origin, age, disability or military status.

#### **E. Forms and Examples Specific to Sexual Harassment**

Sexual harassment can be verbal, visual or physical. Men, as well as women, can be subject to sexual harassment. Sexual harassment can be aimed toward a person of the same gender as the person harassing if the conduct meets the definition of sexual harassment.

Quid pro quo sexual harassment can be overt, as when a professor suggests that a student could get a higher grade or when a supervisor offers an employee a greater pay increase in return for submission to sexual advances or other unwelcome attention based on gender or sexuality. The suggestion of a benefit or threat need not, however, be direct or explicit. It can also be inferred from the conduct, circumstances and relationship of the individuals involved.

Some examples of conduct that can lead to hostile environment sexual harassment include (but are not limited to) the following, if the conduct is unwelcome and is severe or pervasive so as to create a hostile work or academic environment:

1. persistent, unwelcome attempts to change a professional or academic relationship to a romantic or sexual relationship
2. abusive remarks about individual persons or classes of people on the basis of their gender, gender identity and/or expression or sexual orientation
3. sexual abuses such as assault and rape (which may also constitute criminal conduct)<sup>3</sup>
4. forms of attention toward another member of the University community, when they are persistent and unwelcome, for example:
  - requests for dates
  - flirtations
  - sexual advances
  - love letters
  - phone calls
  - electronic communications
  - gifts
  - touching, patting, hugging, brushing against a person's body, staring
5. Unwelcome verbal comments such as:
  - graphic commentary about an individual's body, sexual prowess, sexual deficiencies, sexual orientation and gender identity and/or expression
  - inquiries and comments about sexual activity, experience, or orientation

If you are not sure whether a particular behavior is acceptable, ask yourself how someone you care about might feel in the same situation. You might ask these questions:

1. Would you say or do this in front of your spouse or partner or parents?
2. Would you say or do this in front of a colleague?
3. Would you be uncomfortable if these words or this behavior were publicized?

For the purposes of this policy, the work or academic environment includes classrooms, residence halls, University buildings, activities, outdoor campus areas, programs, offices, communications, and all University-sponsored events (both on and off campus, including during travel in the course of University sponsored activities).

## IV. Key concepts

### A. Impact vs. Intent

Stating "I didn't mean to harass..." does not excuse a person's behavior from being found to be in violation of the University's policy against harassment. In its evaluation of a complaint, the University will consider the effect of the conduct (whether verbal or non-verbal) on the complainant's right to be treated equally in the terms or conditions of his or her employment or education. The intentions of the harasser may be considered when determining an appropriate remedy.

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<sup>3</sup> Where any instance of harassment would or may also constitute criminal conduct, criminal charges can be filed at any time during the internal processes if, in consultation with an advisor, counselor, or legal representative, the victim determines that this is the appropriate route to follow based upon the circumstances. Such charges should be filed promptly by contacting the appropriate person or agency (for example, law enforcement, prosecutor, attorney).

## **B. The Impact of Power**

Harassment, in particular sexual harassment, often occurs when there is an imbalance of power and/or an abuse of a power relationship. The imbalance can be with respect to administrative power and authority, such as supervisor/staff member or professor/student. It can also be a situation in which power is based on some other criteria, such as possessing information that another person needs for his or her work or study, differences in personality types, or the number of persons in one group compared to another one. If an individual acquiesces out of fear of reprisal, there is no consent.

## **V. Harassment Prevention**

- A. Everyone can help improve the work and study environment at OWU by taking responsibility, showing respect for other people, and by modifying words and actions when they may offend others. You can prevent harassment through increased awareness, self-evaluation and with your commitment to taking action. For example:
1. Become aware that your own behavior can be perceived as harassment of others, even if not intentional.
  2. Let it be known when you experience behavior you find objectionable and unwelcome.
  3. Clarify your understanding of harassment, freedom of speech, academic freedom, and performance management and the relationships among these practices and principles.
  4. Object to and report conduct that you believe is or may be harassment when you see or experience it. All University employees and students, as well as independent workers and sub-contractors who are in an employment relationship with the University, are strongly encouraged to report instances or allegations of conduct that would lead a reasonable person to believe that harassment has occurred or is occurring. Any supervisor, including faculty supervisors, chair, department head, administrator, or, with regard to harassment of students, any faculty member who becomes aware of such information or receives a complaint or allegation shall notify either the Provost or Human Resources director of such information.
  5. Offer support to anyone who is being harassed.
  6. Refuse to go along with harassment masked as humor or academic debate.
  7. Realize that if you are in a position of power or authority, that power can be intimidating; remember that "no" means "NO!"

## **VI. Retaliation**

The University will not tolerate retaliation in any form against any person because he or she has reported an allegation of harassment or conduct reasonably likely to violate this policy, has assisted another person in reporting or pursuing such an allegation, or has participated in an investigation of a claim of harassment. Such retaliation is a serious violation of this policy and can subject the offender to appropriate sanctions or discipline.

The reporting and resolution of any instance of retaliation under this policy shall follow the procedures governing harassment

## **VII. Awareness**

It is the University's policy to take appropriate steps to make faculty, staff and students aware of this Policy and related Procedures, including distribution of the Policy and Procedures, harassment awareness activities and individual access to members of the Harassment Advisory Panel.

## Complaint and Reporting Procedures

**It is the University's goal and responsibility to promptly and effectively end any harassment in violation of this Policy. To that end, the following procedures are available for you to bring a stop to any harassment or bring forward a claim of harassment.** <sup>4</sup>

**Step 1: Meeting with an advisor:** If you believe you have been subject to harassment in violation of this Policy, you should meet, as a first step, with a member of the Harassment Advisory Panel to discuss your concerns as early as possible,<sup>5</sup> even if you are uncertain whether what you are experiencing or witnessing constitutes a violation of the University's policy against harassment. This includes sexual harassment. **Students** may also meet with the Coordinator of Student Conduct to discuss incidents of harassment of students by other students or assess other resources set forth in the Code of Student Conduct.

- **Harassment Advisory Panel:** Members of the Harassment Advisory Panel ("Panel Members") are available to provide counsel and support, answer questions, and to help you decide whether you want to seek resolution through informal or formal means. They can facilitate communication between you and the alleged harasser and assist you in understanding or following the University's procedures. Should you decide to pursue formal procedures, they can assist you in preparing a complaint.
  - The University's Harassment Advisory Panel is comprised of 6 faculty, 3 staff and 3 administrators appointed by the Provost and HR Director for 3- year renewable terms. When the Panel is first appointed, the members will have staggered terms (1-year; 2-year; 3-year) in order to assure continuity. At the start of each of their terms, members of the Harassment Advisory Panel will be trained in understanding the policy and procedures, assisting persons who have concerns about harassment, and investigating complaints of harassment. The Panel will provide a pool of resources from which the University can draw in addressing harassment complaints.
- **Confidentiality:** The Panel Member with whom you speak will listen in confidence and will make every effort to maintain the confidentiality of your claim or concerns. **However, it is important to understand that the Panel Member has an obligation to the University to report any claims of harassment brought to his/her attention (for faculty, the Provost; for non-faculty, the HR Director).** Once the University has this information it is obligated to investigate the matter and, if the allegation is found to have merit, to take steps to promptly and effectively stop the harassment. The sharing of any information among University officials will be on an as-needed basis.
- **Other initial options:** Alternatively, and/or in addition to speaking with a Panel Member (or, for students, the Coordinator of Student Conduct), you should feel free to contact the University counseling services or the Chaplain's office to discuss in a supportive environment your concerns. The counselor or clergy member may also be of assistance with referrals to counselors and other resources outside the University. **Unlike with a Harassment Advisory Panel member, information shared with a counselor or clergy member may be privileged in**

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<sup>4</sup> Anyone who wishes to file a complaint outside the University should be aware that the Ohio Civil Rights Commission (OCRC), the federal Equal Employment Opportunity Commission (EEOC) and the U.S. Department of Education's Office for Civil Rights (OCR) have their own procedures and deadlines. Persons wishing to file complaints outside the University should contact these organizations directly and promptly. Use of the University's procedures does not preclude access to these external options.

<sup>5</sup> The list of Harassment Advisory Panel members can be found at the resources listed at the end of these procedures.

accordance with the standards of their professions and not subject to typical University reporting regulations.<sup>6</sup>

- **If immediate action is needed:** If the circumstances of your situation require the University to take immediate action to protect the complainant from ongoing harassment, the Panel Member will advise the appropriate University officials to assure that such steps can be taken.

**Step 2: Informal Resolution:** When you have the initial meeting with a Panel Member, he or she will advise you of ways in which you may informally resolve your concerns as well as how to follow formal procedures. It is your decision as to which path you wish to take. The following describes the informal approach:

- **Purpose:** The purpose of an informal resolution is to bring an end to the unwanted conduct, without pursuing a fact-finding process or seeking disciplinary action. The Complainant may decide, for a variety of reasons, including increased confidentiality, speed of resolution, and a return to normal relations, that resolution through informal means is in his or her best interest. Informal resolution can be accomplished through direct communication or with assisted communication.
- **Direct Communication:** Sometimes, a person you believe is engaging in harassment may not fully understand the impact of his or her words or conduct. By utilizing this option, with the assistance and support of the Panel Member, you may decide to directly communicate with the person engaging in the harassing conduct. This could be accomplished with a direct conversation with the offender or through a written communication. The goal would be to let the offending person know you find his or her conduct or language offensive and to have it stop. The University's policy strictly forbids any retaliation toward an individual who raises a concern or claim of harassment under this Policy.
- **Assisted Communication:** Alternatively, you may work with the Panel Member to assist you in seeking to have the conduct or language stopped. For example, the Panel Member could communicate with the offender and make him or her aware of the impact of his or her conduct or language. If possible, this could be accomplished without having to reveal your name. The Panel Member would inform you of the Respondent's response and assist in a satisfactory resolution. Another example would be for the Panel Member to mediate or facilitate a mediation between you and the offender. As with direct communication, the goal would be to stop the behavior promptly.

**Step 3: Formal Procedure:** If, after meeting with a member of the Harassment Advisory Panel, a satisfactory result cannot be reached informally, **or** if you decide you do not wish to pursue an informal resolution, you may pursue the formal procedure, the steps of which are as follows:

1. **Incident Report (Complaint):** The first step in the formal procedure is for the Complainant to prepare a written incident report to describe the conduct alleged to be a violation of the University's Harassment Policy. The Complainant may seek the assistance of the Panel member with whom he or she initially met in preparing the formal report (or "complaint").

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<sup>6</sup> The University Chaplain's website is <http://chaplain.owu.edu>. The Counseling Services website is <http://counseling.owu.edu>. Other resources that may be of help are listed at the end of these Procedures.

- **Timing:** Formal procedures should be initiated as soon as possible, but a complaint should be submitted within one year of the alleged harassment, absent extenuating circumstances that dictate otherwise, which will be determined by the Provost or HR Director.<sup>7</sup>
  - **Contents of report:** The Complainant is encouraged to include as much detail as possible in the complaint, including the name of the Complainant and the person(s) alleged to have harassed (“the Respondent(s)”), a detailed description of specific incidents involved, dates, times, language used, others who may have observed, and the like, and any response you may have made to the alleged harassment, including any efforts to resolve the matter. You may also include the outcome you are seeking.
  - **Submission of report:** The Complainant shall submit the complaint to the member of the Harassment Advisory Panel with whom the Complainant has met in the preliminary stage, who will forward the report to either the Provost (if the Respondent is a faculty member), the Director of Human Resources (if the Respondent is a non-faculty employee, or Coordinator of Student Conduct (if the Respondent is a student). Alternatively, the Complainant may submit the report directly to the appropriate person listed above. (If the complaint were to involve an individual holding one of these positions, the complaint should be filed with the Panel Member who would submit it to the President.) [Any complaint regarding a contractor or other visitor should go to the Director of Human Resources who will notify the appropriate person.]
  - **Informing Respondent:** Upon receipt of the Complaint, the Provost or Director of Human Resources will advise the Respondent of the allegation, provide details of the accusation in writing, provide him or her with a copy of the Harassment Policy and Procedure, and specifically advise him or her of the opportunity to contact a Panel Member to assist in the preparation of a response or provide other support or information.
    - **STUDENTS: If the Respondent is a student, the Coordinator of Student Conduct will initiate the proper procedures through the Student Judicial System, through which the complaint will be handled from this point on.**
- 2. Response by Respondent:** Once the Respondent has been so advised, he or she has the opportunity to submit a written response to the complaint. The Respondent may seek the assistance of a Panel Member in preparing the response. In order for the written response to be considered in the next stage of the process, the response must be submitted to the Provost (faculty) or HR Director (non-faculty) within seven (7) working days of notice of the complaint. The response should also include as much detail as possible, as discussed above in “Contents of Report.”
- 3. Initial Review and Investigation:** Once the complaint and response have been submitted, the Provost or HR Director who received the complaint will select two Panel Members to serve as an investigation committee along with the Provost or HR Director.
- **Initial Review:** The initial step of the investigation will be to determine whether the conduct or language complained of would, if true, constitute a violation of the University’s policy against harassment. The Panel Members will make a determination on this question.

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<sup>7</sup> Throughout these procedures, where the Provost and HR Director are referenced, the Provost applies to instances in which the respondent is a faculty member; HR Director applies to instances in which the respondent is a non-faculty employee or an employee who is not a part of the teaching faculty and not reviewed by the Faculty Personnel Committee.

- If both Panel Members determine that the complaint, even if true, would not constitute a violation of the University's policy against harassment, the Complaint will not be pursued further, and the Provost or HR Director will so advise the Complainant and Respondent.
- If either of the Panel Members determines that the conduct or language complained of would, if true, constitute a violation of the University's policy against harassment, the two Panel Members will promptly proceed to conduct an investigation of the facts underlying the complaint.

**NOTE: If, at any time in the processes set forth in these procedures, the Complainant or the Panel Members believe immediate action needs to be taken in order to stop ongoing harassment, he or she should advise the Provost or HR Director who will take appropriate action. [If immediate action needs to be taken with regard to a student, the Coordinator of Student Conduct should be notified.]**

- **Investigation:** If an investigation is called for, the Panel Members will proceed promptly to conduct a fact-finding process, which will proceed as follows:
  - The Panel Members, working as a team, will conduct interviews of both the Complainant and the Respondent. They may also interview any other individuals who may have knowledge that would be helpful in determining what has occurred.
  - The Panel Members may also seek from the Complainant or Respondent or others any documentation that would be helpful in conducting their investigation.
  - Throughout this investigation process, the Panel Members will continue to maintain efforts to keep the matter as confidential as possible, in compliance with their duties.

#### **4. Report of Findings of Investigation:**

- The Panel Members will issue a written report of their factual findings, including a conclusion of whether or not they find it is more likely than not that there has been a violation of the University's policy on harassment. If they disagree as to the findings or conclusion, that will be stated in their joint report. The report may also include recommendations and suggestions for resolution, including actions that would aid in stopping or preventing further harassment or disciplinary measures.
- The Panel Members will submit their report to the Provost or HR Director within thirty (30) days of their receipt of the complaint and response. An extension of that time period may, if found necessary, be granted by the Provost or HR Director.
- The Provost or HR Director will advise in writing the Complainant and Respondent of the results of the investigation, including a copy of the report, within two working days of receiving the results. If the finding is that it is more likely than not that a violation of the policy has occurred, the Provost or HR Director will, within five working days of receiving the report, also advise the Respondent of the discipline or other action, if any, he or she intends to recommend. The Provost or HR Director may also inquire whether the parties can resolve the matter through

discussion or mediation and facilitate such a resolution if requested.

- If either party wishes to pursue a hearing to review the outcome of the investigation, he or she may request such a hearing. The request must be made to the Provost or HR Director within seven calendar days of receiving the results of the investigation.

## 5. Hearing

- **Request for hearing:** If either party requests a hearing, an ad hoc hearing panel will be appointed by the Provost or the HR Director within seven days of the request. The ad hoc hearing panel's charge will be to hear the Complainant and the Respondent, as well as individuals who may have knowledge (additional witnesses are within the Panel's discretion), and review documents. In addition to the complaint, response, and any related documents, the hearing panel will also have available to it the report of the investigation to aid the panel in conducting its own hearing and review, although such report is not binding on the panel. It will also be advised of the discipline or other action, if any, recommended by the Provost or HR Director.
- **Composition of Hearing Panel:** The hearing panel will consist of three voting members and the Provost or HR Director as a non-voting member and chair. The panel will include at least one Harassment Advisory Panel Member who was not previously involved in the complaint and at least one male and one female member. If the Respondent is a faculty member, the panel will consist of one voting member who is of the same employment category as the complainant (faculty, administrator, staff) with the other two voting members being faculty members. If the Respondent is a non-faculty employee, the panel will consist of one voting member who is of the same employment category as the complainant, with at least one other voting member being a non-faculty employee.
  - **Conflicts of interest:** Before agreeing to serve on a hearing panel, the requested panel member will be advised of the names of the Complainant and Respondent so that he or she can ensure there is no conflict of interest in serving on the panel.
- **Scheduling of hearing:** The hearing will be scheduled for a time not later than seven work days from the date the panel is selected. The panel will notify the Complainant and Respondent not less than five calendar days prior to the hearing of its date, time and location.
  - At the same time, the chair will also provide to the parties the names of the members of the panel and inform them that any challenges for bias must be made not less than two days prior to the hearing. The chair will determine the sufficiency of any challenge and, if appropriate, choose a replacement panel member.
- **Hearing procedures:** The panel will conduct a hearing in the manner in which it determines, in its discretion, will be most conducive to determining fairly the facts and assessing responsibility and is in compliance with the following specifications:
  - At the time of the hearing, both the Complainant and the Respondent will have the right to be heard in person by the panel. Both may be present while the other presents his or her position and while others provide information to the panel. The panel will, in its discretion, control the hearing so as to assure that any questions asked are

relevant to the complaint and helpful to the determination required of the panel.

- Although legal counsel may not attend the hearing, the Complainant or Respondent may be accompanied by an individual of his or her choosing from the University community. The accompanying individual may neither address the panel nor question persons called before the panel.
- Other than the panel members, the Complainant and the Respondent, and the individuals accompanying them, the hearing will be closed, except when any other person asked by the panel to provide information is before the panel.
- Following the hearing, the panel will meet privately to make its determination.
- **Burden of proof and finding:** In order to find a violation of the policy, the panel (by a vote of at least two voting members) must find that the policy was more likely than not violated—either as based upon the complaint, or due to a false charge of harassment.
  - If the panel does not find there has been a violation of the policy, the chair will inform the parties of the finding in writing, within two working days, and the complaint will be dismissed. All records pertaining to the complaint shall be sealed and maintained in the office of the Provost or HR Director and accessible only to the Provost or Director.
  - If the panel determines that there has been a violation of the policy, the chair will inform the parties of the finding in writing, within two working days. The panel may also recommend sanctions or other actions appropriate to resolving the complaint. All records pertaining to the complaint will be held in the possession of the Provost or HR Director for use in case there is a challenge to any discipline as provided for below.
  - The ad hoc panel’s decision as to whether or not there was a violation of the policy will be final.
- The panel will ordinarily reach its conclusion within twenty working days after its impanelment.
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## 6. Discipline:

- If a violation of the policy is found to have occurred, sanctions or disciplinary action may be imposed. If the Respondent is a faculty member, any sanction or discipline resulting from a decision that there was a violation of the policy will be within the discretion of the Provost. If the Respondent is a non-faculty employee, or an employee who is not a part of the teaching faculty and not reviewed by the Faculty Personnel Committee, the results will be provided to the hiring officer, who will determine the appropriate sanction or discipline, if any.
- Any discipline may be challenged by the Respondent. For faculty: utilizing the procedures set forth in Chapter III of the Faculty Handbook; for hourly employees: utilizing the procedures set forth in the Handbook for Hourly Employees; for salaried employees: by review by the President. Such review will be only on the appropriateness of the discipline, compliance with procedures, or the question of whether the proceedings were unbiased. Such review must be initiated in writing, and the President’s decision, which will be in

writing, will be final.<sup>8</sup>

- After any challenge to discipline has concluded, or after it has been determined that there will be no such challenge, all records pertaining to the complaint shall be sealed and maintained in the office of the Provost or HR Director and accessible only to the Provost or HR Director.
  - If, at any point in these proceedings, the Provost or HR Director is allegedly involved in the alleged harassment, the President shall appoint a substitute to stand in the place of the Provost or HR Director. If there is an allegation that the President has violated this policy, the Chair of the Board of Trustees, working in consultation with the Director of Human Resources, will define a process for reviewing the allegation.
7. **Relief to Complainant:** As appropriate, the University will take action to provide relief to the Complainant, including assuring that the conduct has stopped, taking measures to prevent its reoccurrence, or redressing the specific harm. If an individual is found to have harassed another, any changes taken to separate the individuals or otherwise diminish the possibility of future harassment will, to the extent possible, be taken with regard to the offending party, unless the complaining party wishes to make a change in his or her work circumstances.

## Resources

Counseling Services, HWCC 324  
Women's Resource Center, HWCC 328  
LGBTIQ Resource Center HWCC 218  
Multicultural Student Affairs Office, HWCC 324  
International and Off-Campus Programs Office, HWCC 214  
Human Resources, Univ. Hall 003  
Chaplain's Office, HWCC 308  
Provost's Office, Univ. Hall 108  
President's Office, University Hall  
Residential Life, HWCC 225  
Public Safety Office, Smith Hall 120  
Student Health Center, Stuyvesant Hall  
Vice President for Student Affairs, HWCC 230  
Student Life HWCC 324

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<sup>8</sup> At the time these procedures were prepared, there did not exist an employment manual for salaried employees. At such time as such a manual is created, any challenge to discipline shall be governed by said manual.

**APPENDIX F**

**POLICY ON VOLUNTARY SEXUAL RELTIONSHPIS  
BETWEEN  
FACULTY/STAFF AND STUDENTS**

## APPENDIX F

### POLICY ON VOLUNTARY SEXUAL RELATIONSHIPS BETWEEN FACULTY/STAFF AND STUDENTS

Ohio Wesleyan strongly discourages any sexual relationship between a faculty/staff member and an OWU student. Relationships in which a differential of power exists between parties increase the risk of exploitation, favoritism, bias, and conflicts of interest. The following policy is intended to help protect the academic and institutional integrity of Ohio Wesleyan University by reducing the potential for these problems or the perceptions of them that might otherwise occur.

Faculty and staff members are prohibited from engaging in sexual relationships with OWU students with whom they have a supervisory, advisory, or evaluative role. For the purposes of this policy, a sexual relationship is defined as a relationship in which any kind of sexual physical contact occurs. All persons inhabiting the dual role of full-time student and paid staff will be treated exclusively as full-time students for the purpose of this policy. This policy sets a minimum standard for OWU employees. Non-faculty employees may be subject to different and stricter policies, in which policy statements may be promulgated by the administration to prohibit all sexual relationships between staff and students.

If a faculty/staff member does enter into a sexual relationship with a student, the faculty/staff member must have previously divested himself or herself from any responsibility for supervising, evaluating, grading, or advising the student, and must refrain from such activity with that student in the future. Because the fundamental asymmetry of the relationship may make subsequent allegations of sexual harassment difficult to disprove, the faculty/staff member is encouraged to report the relationship to a department head or supervisor and both the faculty/staff member and the student are encouraged to seek counseling regarding the potential for exploitation and harassment.

The fraternization policy applies to relationships between all faculty/staff members and students regardless of gender; however, it does not apply to relationships between faculty/staff members and their spouses or domestic partners (as defined by the University—see Personnel Office for information).

Sanctions for violating this policy, which can range from a letter of reprimand to dismissal, will be determined through the following procedures:

#### A. Preliminary Evaluation

Any member of the campus community may approach a *Sexual Harassment Advisor* (as listed in the *University Sexual Harassment Policy and Procedures*, Section III) with a complaint regarding a sexual relationship believed to violate this policy. The advisor will carry the complaint forward to the Provost (or the President if the Provost is the accused). When the Provost or President becomes aware of an alleged violation of the policy, the Provost or an alternative designate of the President will meet with an ad hoc committee. If the accused is a faculty member, the committee will consist of three faculty persons

appointed by the Provost (or alternative designate) and two staff persons appointed by the President. If the accused is not a faculty member, the committee will consist of two faculty persons appointed by the Provost (or alternative designate) and three staff persons appointed by the President. This committee in conjunction with the Provost or designate shall determine whether or not there is a reasonable likelihood that the policy has been violated. If the decision is that no reasonable likelihood of violation exists, the case shall be dismissed, and all records pertaining to the case shall be sealed and placed in the appropriate office accessible only to the Provost or the President.

If the decision is that a reasonable likelihood of violation does exist, a reasonable attempt will be made to informally resolve the case in a manner that is acceptable to both the University and the accused. Such resolution may include sanctions as described below. If the case is not informally resolved, it will be formally heard by the determining body appropriate to the position of the accused.

#### B. Hearing

If the accused is a faculty member, the complaint will be heard by the Provost and the Faculty Personnel Committee (who will follow the procedures outlined in the *Faculty Handbook*: Chapter III, Part R, Section 5, from “It shall be the duty...”, Sections 6, 9, 10). Members of the Faculty Personnel Committee who have any personal involvement in the proceedings shall be disqualified.

If the accused is an administrator or member of the support staff, the complaint will be heard by an ad hoc committee of three administrators and two faculty members appointed by the President, none of whom shall have any personal involvement in the proceedings. If the President is the accused party, the Provost shall appoint the committee. The committee will follow the procedures outlined in the *Faculty Handbook* (substituting “ad hoc committee” for “Faculty Hearing Panel”): Chapter III, Part R, Section 5, from “It shall be the duty...”, Sections 6, 9, 10.

If the accused is neither a faculty member, a member of the administration, nor a member of the support staff, the complaint will be heard in accordance with the “Grievance Procedure” in the *Hourly Employees’ Handbook*. If the official participants in the grievance procedure have any personal involvement with the proceedings, they shall be disqualified.

In all cases, a preponderance of evidence is required to find that the policy has been violated. The accused may be assisted and accompanied at the hearing by support persons and an advocate of his or her choosing. Those persons must be members of the University community (excluding members of the Board of Trustees) and may not include legal counselors (although legal counselors may be consulted at other points in the proceedings). The ad hoc committee will present evidence, call, question, and cross-examine witnesses on behalf of the University. The accused and the advocate may also call, question, and cross-examine witnesses. Every effort will be made to keep all aspects of the proceedings strictly confidential.

The final decision and disposition of the case by the determining body should be completed no later than twenty working days after the alleged violation is revealed to the Administration. If the determining body finds that the policy was not violated, the case shall be dismissed and all records pertaining to the case shall be sealed and placed either in the office of the Provost or of the President, whichever is deemed appropriate. After concluding its deliberations, the determining body may recommend that the accused undergo appropriate training or counseling, even if the violation of the policy remains unproven.

#### C. University Sanctions

If the determining body finds that the policy has been violated, the violator will be removed from any supervisory or evaluative capacity with regard to the student. Based on the nature of the offense, its severity, and the existence of prior violations, one or more of the following sanctions may be imposed.

Faculty members:

- receipt of a written reprimand or warning which will be added to the violator's permanent personnel file
- loss of eligibility for a limited time for merit, internal grants, travel money, summer school teaching, leaves (regular or scholarly), salary enhancements, endowed chairs, and/or department chairpersonships
- suspension without pay
- termination for cause

Non-faculty members:

- receipt of a written reprimand or warning which will be added to the violator's file
- reassignment (where appropriate)
- suspension without pay
- dismissal

A faculty member receiving the sanction of suspension without pay or termination for cause may request a hearing according to procedures in the *Faculty Handbook*.

#### D. Appeals

An appeal by the accused may be submitted to the President to have the Board of Trustees or its Executive Committee or a special committee designated by one of those bodies (in accordance with the *Faculty Handbook* appeal procedure, Chapter III, Part R, Section 8, or the appeal procedures in the *Hourly Employees' Handbook*) review the findings of and/or the nature and extent of the sanctions invoked by the determining body (unless the person is a faculty member who has elected to request another hearing, as in C above).

Such an appeal shall be submitted in writing to the President within ten working days after the finding of the determining body is received. Appeals shall be limited to:

(A) Review of the procedures; (B) Review of the appropriateness of the sanction(s);  
(C) Consideration of significant new evidence. The written appeal shall state the reason(s) why the accused believes that there are sufficient grounds for appeal. Such a review shall be based upon the record originally presented to the determining body and shall not constitute a rehearing of the evidence. The accused and the University shall be given the opportunity to present oral argument to the reviewing committee. The written determination of the Board of Trustees or its Executive Committee or the specially designated committee to such appeals shall constitute the final determination of the policy violation. The appeal process should be completed not later than twenty working days after its initiation.