



## Faculty Handbook

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## CHAPTER 1 ORGANIZATION AND GOVERNANCE

### 1.0 Scope

This chapter provides a description of the history, mission, organization, and governing structure of the College, as they relate to the role and work of the faculty. Only sections 1.5, 1.6, and 1.8 become a part of every faculty member's contract of employment. Other sections present information which is important to the faculty's general understanding of the mission and operation of the College. All faculty shall be familiar with and abide by those policies and procedures identified as contractual in this chapter as a condition of their employment with the College.

### 1.1 College History and Mission

Wartburg College was established in Saginaw, Michigan, in 1852 by the Revs. Wilhelm Löhe and Georg Grossmann, German Lutheran Ministers. After several moves during the next 80 years, the College made Waverly, Iowa, its permanent home in 1935. The college is named after the Wartburg Castle; a landmark built in 1027 and located near Eisenach, Germany. During the Reformation, Martin Luther took refuge at the castle and, while there, translated the New Testament into the language of the people, thereby contributing to the unity of Germany and to the use of vernacular in religion.

The College is guided by the following statements:

#### **The Mission of Wartburg College**

Wartburg College is dedicated to challenging and nurturing students for lives of leadership and service as a spirited expression of their faith and learning.

#### **Statement on Vocation**

Wartburg College helps students discover and claim their callings – connecting their learning with faith and values, their understanding of themselves and their gifts, their perspective on life and the future, and the opportunities for participating in church, community, and the larger society in purposeful and meaningful ways.

#### **Distinctive Characteristics of a Wartburg College Education**

- A dedication to the liberal arts and a concern for usefulness and careers.
- A rigorous academic program and an emphasis on “living your learning.”
- A commitment to leadership and a tradition of service to others.
- A spirit of inquiry and exploration and a foundation of faith and values.
- A vigorous global outreach and strong Midwestern roots.
- A focus on the future and an appreciation for history and heritage.

## **Outcomes of a Wartburg College Education (Purposes)**

### **Broad & Integrative Knowledge**

*Students will demonstrate breadth of knowledge and the ability to make connections across a range of disciplines.*

For example, students will be able to:

- use knowledge from different academic domains to understand a topic or research an issue.
- analyze and explain important patterns in the natural world, human behaviors, fine arts and humanities, and the intersections among them.
- use both quantitative and qualitative reasoning to analyze and interpret information.
- articulate connections between the content of an academic major and other fields.
- locate, evaluate, and effectively use a variety of information sources.

### **Deep & Distinctive Knowledge**

*Students will demonstrate depth of knowledge and the ability to use and apply the distinctive methods and forms of inquiry within the disciplinary area of the academic major.*

For example, students will be able to:

- explain and apply key concepts within the field of study.
- use distinctive methods and forms of inquiry to investigate specific questions within the field.
- use critical thinking and problem-solving skills within the field.
- demonstrate an awareness of the historical, social, and ethical contexts that shape the field.
- locate, evaluate, and effectively use a variety of information sources specific to the field.

### **Collaboration**

*Students will work effectively in collaboration with others, being respectful and civil toward others.*

For example, students will be able to:

- put aside self-interests in an effort to find common ground or achieve shared goals.
- exercise responsible stewardship in an effort to preserve resources and provide for the needs of others, recognizing the civic responsibility we have in allocating and using resources.
- express dissent or disagreement within a group setting in a manner that is constructive and respectful of differing viewpoints.
- identify situations which call for personal action and leadership as well as those that call for supporting the leadership taken by another.
- listen to and understand what others communicate, and express one's own ideas, based on more than one means of communication, including the use of different languages and other channels of communication.

### **Ethics & Engagement**

*Students will articulate the ways in which faith and ethics inform their decisions, actions, and engagement as community members.*

For example, students will be able to:

- reflect on, discuss, and develop informed convictions about faith, ethics, and values.
- speak and act in ways that respect others and build community, for example by following the Student Honor Code and Student Conduct Code.

- model and foster respectful dialogue and civil discourse.
- understand how faith shapes and informs values, relationships, decisions, and vocational choice.
- apply sustainable practices that support stewardship of local and global resources.

### **Communication**

*Students will communicate effectively and appropriately in writing and speaking.*

For example, students will be able to:

- communicate effectively in their disciplines.
- write prose that is clear, well-constructed, and engaging.
- speak persuasively and confidently.
- locate, use, and cite information from appropriate sources.

### **Cultural Competence**

*Students will demonstrate the ability to appropriately, respectfully, and effectively communicate and work with people of diverse backgrounds and perspectives.*

For example, students will be able to:

- utilize relevant and sensitive strategies in their communication and interaction with individuals from different backgrounds.
- articulate awareness of their own cultural worldviews, values, and norms.
- demonstrate knowledge of different cultural worldviews, values, and norms.
- advocate on behalf of the well-being of diverse populations with whom they may work.
- adjust constructively to changing social environments as the nature of diversity takes on new meanings in the future.

Wartburg is a college of the Evangelical Lutheran Church in America. This relationship is central to the College's mission.

Academic programs provide dynamic and meaningful learning in the traditional liberal arts disciplines. Toward the goal of attaining a liberal education, students are required to successfully complete the Wartburg Plan of Essential Education. This general education curriculum promotes the development of effective communication, the ability and commitment to pursue lifelong learning, and familiarity with the primary concepts and methods of the natural sciences, social sciences, and humanities. Degree programs assist students in preparing for their chosen careers. Each program addresses the interests and expectations of students, the demands and requirements of the field, and the College's own standards of performance.

Wartburg College is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. In addition, Wartburg offers major programs accredited by the Council on Social Work Education and the National Council for Accreditation of Teacher Education. Wartburg is also an accredited institutional member of the National Association of Schools of Music. The Music Therapy major is recognized by the American Music Therapy Association.

## **1.2 College Board of Regents**

The chief policy determining body of the College is the Board of Regents. Under the Articles of Incorporation and By-Laws stated below, the Board is vested with the full legal and organizational

authority to govern the functioning of the College through the administrative structure set forth.

### **1.2.1 Articles of Incorporation**

**RESTATED  
ARTICLES OF INCORPORATION  
OF  
WARTBURG COLLEGE**

(Approved February 21, 2009; amended February 19, 2011; May 28, 2011;  
May 26, 2018; and February 16, 2019)

TO: Secretary of State  
State of Iowa

Pursuant to Iowa Code Section 504.1006, the undersigned Corporation adopts the following Restated Articles of Incorporation:

**ARTICLE I  
NAME AND LOCATION**

1.1. NAME. The name of this corporation (the “Corporation”) is Wartburg College.

1.2. REGISTERED OFFICE. The Corporation’s registered office shall be located at 100 Wartburg Blvd, Waverly, IA, 50677.

**ARTICLE II  
DURATION**

2.1. DURATION. The Corporation shall have perpetual duration.

**ARTICLE III  
PURPOSE**

3.1. STATUTORY PURPOSE. The Corporation is organized and shall be exclusively operated for religious, charitable, scientific, literary, and educational purposes within the meaning of Section 170(c)(2), 501(c)(3), and 2055(a) of the Internal Revenue Code of 1986, as amended (“the Code”).

3.2. SPECIFIC PURPOSE. Within the limitations of Article 3.1, the Corporation shall operate a coeducational liberal arts college of the Evangelical Lutheran Church in America or its successor.

**ARTICLE IV**  
**POWERS AND RESTRICTIONS**

4.1. **POWERS.** The Corporation shall have those powers that are required by, and are consistent with, the purposes enumerated in Article III (above). Within those limits, the Corporation (a) may act on its own behalf or as the agent or representative of others; (b) may acquire and receive funds and property of every kind and nature whatsoever, whether by purchase, conveyance, lease, gift, grant, bequest, legacy, devise, or otherwise; (c) may own, hold, expend, make gifts, grants, and contributions of; (d) may convey, transfer, and dispose of any funds and property and the income therefrom for the furtherance of the purposes of this Corporation hereinabove set forth, or any of them; (e) may lease, mortgage, encumber, and use the same; and (f) may exercise such other powers which are consistent with the foregoing purposes and which are afforded to this Corporation by Iowa Statutes Code 504 and by any future laws amendatory thereof and supplementary thereto.

4.2. **RESTRICTIONS.** The Corporation shall be subject to the following restrictions:

4.2.1. **TAX-EXEMPT STATUS.** All the powers of this Corporation shall be exercised only so that this Corporation's operations shall be exclusively within the contemplation of the Code. The Corporation shall not engage in any activity that may not be carried on by an organization a) that is exempt from federal income taxation under Section 501(c)(3) of the Code or b) to which contributions are deductible under Section 170(c)(2), and 2055(a) of the Code.

4.2.2. **PRIVATE INUREMENT.** The Corporation shall not directly or indirectly afford pecuniary gain, dividend, or other pecuniary remuneration, incidentally or otherwise, to its Members, Regents, or Officers, and no part of the net earnings of the Corporation shall inure directly or indirectly to the benefit of any private individual; except, that the Corporation shall be authorized and empowered (a) to pay reasonable compensation for services rendered and goods received, (b) to provide indemnification and pay premiums for insurance protection without reimbursement to the full extent permitted or required by applicable law, and (c) to make payments and distributions in furtherance of the purposes set forth in Article II of these Articles.

4.2.3. **POLITICAL AND CAMPAIGN ACTIVITY.** The Corporation shall not, as a substantial part of its activities, attempt to influence legislation by propaganda or otherwise. The Corporation shall neither directly nor indirectly participate in or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office, whether by the publishing or distributing of statements or otherwise.

4.2.4. **PROPERTY.** The property of this Corporation is irrevocably dedicated to charitable purposes within the meaning of Section Sections 501 (c)(3) of the Code.

## ARTICLE V MEMBERS

5.1. MEMBER POWERS. The Members shall have only those powers that are set forth in these Articles.

5.2. MEMBER COMPOSITION. The members of the Corporation (collectively, the “Members”) shall be the persons that hold the following positions and offices:

- (a) The members of the Churchwide Assembly of the Evangelical Lutheran Church in America (the “ELCA”) or of its successor (collectively, the ELCA and its successor are the “ELCA” or the “Church”) are entitled to vote as such meetings chosen in accordance with the discipline and usage of the ELCA. Such members shall remain Members of the Corporation until the convening of the succeeding Churchwide Assembly of the ELCA at which time such Members shall give place to the Members entitled to vote at such succeeding Churchwide Assembly in accordance with the discipline and usage of the ELCA.
- (b) The Officers of the ELCA,
- (c) The Executive Director of Unit of the ELCA with responsibility for relationships with colleges of the ELCA,
- (d) The Members of the Board, and
- (e) Such additional persons as provided in the Bylaws of the Corporation.

5.3. MEMBER MEETINGS. The regular meetings of the Members of the Corporation shall be held at the same place as the Churchwide Assemblies of the ELCA at a time designated by the Bishop of the ELCA. Due and legal notice given by the officers of the ELCA as to its Churchwide Assembly shall constitute due and sufficient notice of the convening of the meeting of the Members of this Corporation. The presiding officer of the Churchwide Assembly of the ELCA shall preside at the meeting of the Members.

5.4. OTHER PROVISIONS. The Bylaws of the Corporation shall set forth such other provisions with regard to the Members as are desired.

## ARTICLE VI BOARD

6.1 BOARD POWERS. The management and direction of the business and affairs of the Corporation shall be vested in a Board of Regents (the “Board”). The Board and the members of the Board (each, a “Regent”) shall have only those powers, authority, and duties that are set forth in (a) these Articles and (b) the Bylaws, as revised from time to time; provided, however, that such powers, authority and duties are consistent with the express provisions of these Articles.

6.2. BOARD COMPOSITION.

6.2.1 MEMBERS. The Board shall be composed of the following persons:

(a) Persons elected to the Board. The elected members of the Board shall include one (1) person serving on the churchwide staff of the ELCA and two (2) Bishops of ELCA Synods, with a preference that at least one such Bishop shall be serving an ELCA synod in the State of Iowa.

(b) The following persons who serve as ex officio voting members of the Board during the years in which they hold their respective elected positions:

- (i) President of the College.
- (ii) President of the Wartburg College Alumni Board.
- (iii) President-Elect of the Wartburg College Alumni Board.

#### 6.2.2. CHURCH AFFILIATION OF REGENTS.

(a) MEMBERSHIP. At least forty percent (40%) of all the Regents on the Board shall be members of a congregation of the ELCA.

(b) CONSULTATION. The Board shall consult with ELCA clergy, bishops, and other leaders when identifying prospective board members.

6.3. BOARD MEETINGS. The Bylaws, as revised from time to time, shall specify the time and place of the Board meetings. Any action of the Board may be taken at a meeting, by an action in writing, or by means of electronic communication.

6.4. OTHER PROVISIONS. The Bylaws, as revised from time to time, shall set forth such other provisions with regard to the Board as are desired, including but not limited to (a) the number of Regents, (b) term of office, and (c) the composition of the Board; provided, however, that such provisions are not inconsistent with the express provisions of these Articles.

## **ARTICLE VII** **LIABILITY AND INDEMNITY**

7.1. PERSONAL LIABILITY. No Member, Regent, or officers shall be personally liable for the payment of any debts or obligations of the Corporation, nor shall any property of any Member, Regent, or officer be subject to the payment of the debts or obligations of the Corporation (collectively, "Personal Liability"). Such Personal Liability shall be subject to the exclusions described in Article 7.3.

7.2. INDEMNIFICATION. To the fullest extent now or hereafter permitted by law, the Corporation shall indemnify each Member, Regent, and officer in connection with any actual or threatened action or proceeding (including but not limited to civil, criminal, administration or investigative proceedings) arising out of that person's service to the Corporation in their capacity as Member, Regent, or officer as the case may be. Such indemnification for liability (collectively, "Indemnity") shall be as is defined in Section 504.851(5) of the Revised Iowa Nonprofit Corporation Act and shall be subject to the exclusions described in Article 7.3. Such Indemnity shall include (a) persons who offer such service after the adoption hereof, whether

arising from acts or omission occurring before or after the adoption hereof, and (b) persons who have ceased to be Regents, officers or employees, and shall inure to the benefit of their heirs, executors and administrators. The Board may, but shall not be obligated to purchase and maintain insurance, with respect to the indemnification provided herein, as shall be permitted by law.

7.3. EXCLUSION. Personal Liability shall include, and Indemnity shall exclude the following: (a) receipt of a financial benefit to which the person is not entitled; (b) an intentional infliction of harm on the Corporation or the Members; (c) a violation of the unlawful distribution provision of the Revised Iowa Nonprofit Corporation Act; or (d) an intentional violation of criminal law.

7.4 PROSPECTIVE CHANGES. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any indemnification obligations of the Corporation with respect to any state of facts existing at or prior to the time of such repeal or modification.

### **ARTICLE VIII** **AMENDMENTS**

8.1. BOARD ACTION. These Articles of Incorporation may be amended by an affirmative vote of the majority of the Board then in office and entitled to vote on the proposed Amendment.

8.2. RATIFICATION. Any and all amendments of the Articles that are approved by the Board shall require the subsequent ratification by the Members of the Corporation by a majority vote of those present and voting. The notice of a meeting of the Members of the Corporation shall include a description of any such proposed amendment(s) to the Articles.

### **ARTICLE IX** **DISSOLUTION**

9.1. PROCEDURE. The Corporation may be dissolved in the manner prescribed in Iowa Code Chapter 504.

9.2. ASSET DISTRIBUTION. In the event of dissolution of this Corporation, all of the remaining assets shall revert (a) to the ELCA, or (b) to such other corporation(s) that are organized and operated exclusively for exempt purposes within the meaning of Section 501(c)(3) of the Code and that are designated by the ELCA.

### **CERTIFICATION**

These Restated Articles of Incorporation, as amended:

- (1) Correctly set forth the provisions of the Articles of Incorporation of the Corporation as to heretofore and hereby amended and restated;
- (2) Have been duly adopted as required by law; and
- (3) Supersede the original Articles of Incorporation of the Corporation and all amendments thereto.



Dated this 16th day of February, 2019.

WARTBURG COLLEGE

BY: \_\_\_\_\_  
Darrel D. Colson  
Its President

BY: \_\_\_\_\_  
Janeen Stewart  
Secretary to the Board

**RESTATED BYLAWS  
OF  
WARTBURG COLLEGE**

Restated February 21, 2009; amended February 20, 2010;  
February 19, 2011; May 28, 2011; February 18, 2012; May 26, 2012; May 25, 2013; October 15,  
2013; October 17, 2014; October 2, 2015;  
February 17, 2108; and February 16, 2019

**SECTION I  
MISSION DOCUMENTS**

1.1. **MISSION STATEMENT.** The Mission Statement of Wartburg College (the “Corporation” or “College”) is as follows:

Wartburg College is dedicated to challenging and nurturing students for lives of leadership and service as a spirited expression of their faith and learning.

1.2 **STATEMENT ON VOCATION.** The College’s Statement on Vocation is as follows:

Wartburg College helps students discover and claim their callings – connecting their learning with faith and values, their understanding of themselves and their gifts, their perspective on life and the future, and the opportunities for participating in church, community, and the larger society in purposeful and meaningful ways.

1.3 **DISTINCTIVE CHARACTERISTICS.** The College’s Distinctive Characteristics are as follows:

The Wartburg College experience is characterized by:

- A dedication to the liberal arts and a concern for usefulness and careers.
- A rigorous academic program and an emphasis on “living your learning.”
- A commitment to leadership and a tradition of service to others.
- A spirit of inquiry and exploration and a foundation of faith and values.
- A vigorous global outreach and strong Midwestern roots.
- A focus on the future and an appreciation for history and heritage.

1.4 **DIVERSITY STATEMENT.** The College’s Diversity Statement is as follows:

The Wartburg College community is committed to creating and maintaining a mutually respectful environment that recognizes and celebrates diversity among all students, faculty, and staff. Wartburg values human differences as an asset, works to sustain a culture that reflects the interests, contributions, and perspectives of members of diverse groups; and delivers educational programming to meet the needs of diverse audiences. We also seek to instill those values, understandings and skills to encourage leadership and service in a global multicultural society

## **SECTION II** **BOARD OF REGENTS**

2.1. BOARD POWERS. The management and direction of the business and affairs of the Corporation, including but not limited to the supervision of the curriculum and instruction, shall be vested in a Board of Regents (the “Board”).

### 2.2. BOARD COMPOSITION.

2.2.1. NUMBER. The number of persons constituting the Board, including all ex officio members, shall be at least fifteen (15) but no more than thirty-five (35) persons (each, a “Regent”). Subject to such limitation, the specific number of Regents shall be as designated from time to time by the Board.

2.2.2. ELECTION. Except for Regents who serve as ex officio members, Regents shall be elected by the Board by affirmative vote of a majority of Regents (each, an “Elected Member”).

### 2.2.3. TERM.

(a) ELECTED MEMBERS. Elected members shall be elected for a term of three (3) years that corresponds to the College’s fiscal year cycle; the term shall commence on the first day of the fiscal year that immediately follows the Board’s Annual Meeting and shall continue for three (3) years. A Regent may be elected to a shorter term to fill an unexpired term of a former Regent; thereafter, the new Regent may be elected to a full term of three (3) years. Approximately one-third (1/3) of the Regents shall be elected annually. A Regent may be reelected to an unlimited number of terms. A Regent’s place on the Board shall be declared vacant if the Regent is absent from four successive regular meetings of the Board without cause.

(b) EXOFFICIO MEMBERS. Ex officio members serve as Regents only during the years in which they hold their positions.

### 2.3. BOARD MEETINGS.

2.3.1. ANNUAL AND REGULAR MEETINGS. There shall be one annual meeting and at least three regular meetings of the Board each year at such time and place as may be determined by the Board. Typically the regular meetings shall be held in the fall, winter and spring. The annual meeting of the Board shall be the spring meeting.

2.3.2. SPECIAL MEETINGS. Special meetings (a) may be called at any time by the Chair and (b) must be called by the Chair whenever a total of five (5) or more Regents request in writing that such a meeting shall be called. Such request shall specify the purpose(s) of the special meeting. Thereafter, the Chair shall make a timely written

request to the Secretary to call the special meeting, and within seven (7) days after the date when the Chair receives such request, the Secretary shall give notice of the special meeting, setting forth the time, place and purpose of the special meeting. If notice of the special meeting is not issued within seven (7) days from the day on which the request was made, then the Regent(s) who requested the special meeting may fix the time and place of the special meeting and give notice in the manner hereinafter provided.

### 2.3.3. NOTICE.

(a) **WRITTEN NOTICE.** Written notice of each meeting of the Board, including any special meeting, shall state the time and place of such meeting and shall be sent, postage or other delivery costs prepaid, at least ten (10) days previous to the day of the meeting, including the date of the meeting, to each Regent at his or her address according to the last available records of this Corporation. If such notice is sent via facsimile, email, or other electronic means, then notice shall be sent at least eight (8) days previous to the date of the meeting, including the date of the meeting.

(b) **WAIVER.** Any Regent may make written waiver of notice before, at, or after a meeting. The waiver shall be filed with the person who has been designated to act as Secretary of the meeting, and shall be entered in the records of the meeting. Appearance at a meeting is deemed a waiver unless it is solely for the purpose of asserting the illegality of the meeting.

2.3.4. **QUORUM AND VOTING.** At all meetings of the Board, each Regent shall be entitled to cast one vote on any question coming before the meeting. The presence of a majority of the Regents shall constitute a quorum at any meeting thereof, but the Regents present at any meeting, although less than a quorum, may adjourn the meeting from time to time. A majority vote of the Regents present at any meeting, if there be a quorum, shall be sufficient to transact any business. A Regent shall not appoint a proxy for himself or herself or vote by proxy at a meeting of the Board.

2.3.5. **ADJOURNED MEETINGS.** If a meeting of the Board is adjourned to another time or place, then notice of the adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken.

### 2.3.6. WRITTEN ACTION.

(a) **ELIGIBLE ACTIONS.** Modifications to the articles of incorporation or bylaws can not be made by means of a written action without a meeting (a "Consent Resolution"). Any other action that could be taken at a meeting of the Board may be taken by Consent Resolution.

(b) **NOTICE AND SIGNATURE.** All Regents shall be notified of the text of the Consent Resolution prior to the signing by any of the Regents. The Consent Resolution must be evidenced by one or more written consents describing the

action taken and affirmatively signed by the majority of the Board. Electronic signatures shall be acceptable.

(c) EFFECT. A Consent Resolution taken under this section shall have the same effect as a meeting vote and may be described as such in any document. Such Consent Resolution is effective when the action is affirmatively signed by a majority of the Regents unless the action specifies a different effective date. All Regents shall be notified immediately of the effective date of any such Consent Resolution that is duly taken.

2.3.7. ELECTRONIC COMMUNICATIONS. A Regent may participate in a meeting (a) of the Board or (b) of any committee or subcommittee of the board, by any means of electronic communication through which the Regent, other persons so participating, and all persons physically present at the meeting may simultaneously hear each other during the meeting. Such means include, but are not limited to, telephone conference calls and internet-based webcasts. Participation in a meeting by such means constitutes personal presence at the meeting.

2.3.8. Unless otherwise authorized in these Bylaws, all board committees and subcommittees shall be subject to the provisions of Bylaws 2.3.3, 2.3.4, 2.3.5, 2.3.6, and 2.3.7.

2.4. BOARD CONFLICT OF INTEREST. This Corporation shall not enter into any contract or transaction with (a) one or more of its Regents, or (b) an organization in or of which a Regent is a director, officer, or legal representative, or has a material financial interest, unless the material facts as to the contract or transaction and as to the Regent's interest are fully disclosed or known to the Board, and the Board authorizes, approves, or ratifies the contract or transaction in good faith by the affirmative vote of a majority of the Regents (without counting the interested Regent), at a meeting at which there is a quorum without counting the interested Regent. Failure to comply with the provisions of this Section shall not invalidate any contract or transaction to which this Corporation is a party.

### **SECTION III** **ELECTED OFFICERS**

3.1. ELECTED OFFICERS. The Chair, the Chair-Elect, the Past Chair, and the Vice Chairs shall be the “Elected Officers.” The Secretary and Treasurer are not members of the Board but serve the Board because of the positions they hold.

#### 3.2 CHAIR, CHAIR ELECT, AND PAST CHAIR

##### 3.2.1 ELECTION AND TERM.

##### 3.2.1 ELECTION AND TERM.

(a) At the Annual Meeting that occurs one year prior to the expiration of the Chair’s term of office, the Board shall organize by electing a Chair from among its Elected Members; no Ex Officio member shall be eligible to serve as Chair. The candidate for Chair shall be nominated by the Governance Committee after soliciting recommendations from the Board, and shall be subject to election by affirmative vote of a majority of Regents.

(b) The Chair shall be elected to serve for an initial term of four (4) years. An incumbent Chair shall be eligible for nomination and election to a second consecutive four (4) year term as Chair. Election or reelection as Chair includes the following additional service:

- (i) Chair-Elect for a term of one (1) year commencing on the first day of the fiscal year that immediately follows the Annual Meeting in which the election occurs, except when the incumbent Chair is reelected, in which case the second term as chair shall commence immediately upon expiration of the initial term; and
- (ii) Past Chair for a term of two (2) years following immediately upon conclusion of service as Chair.

(c) In order to fill a Chair’s unexpired term of office,

- (i) if the unexpired term is for one (1) year or less, then the Chair-Elect shall fill both the unexpired term of the former Chair and the entire four (4) year term for which they were elected, or
- (ii) if the unexpired term is for more than one (1) year, then a new Chair may be elected by the Board at any meeting of the Board. The new Chair shall fill the unexpired term of office, and if the unexpired term was for two (2) years or less, then the Chair may be elected to a full four (4) year term at the end of the unexpired term.

The office of Past Chair shall remain unfilled if the Past Chair leaves the Board or is otherwise unable to serve for the two (2) year term of office.

(d) In the absence of the Chair, then, in order of priority, either (i) the Chair-Elect, (ii) the Past Chair, (iii) the Vice Chair who has been designated by the Chair in advance, or (iv) a Vice Chair elected by the remaining Elected Officers of the Board, shall perform the duties of the office of the Chair until the Chair can resume such duties, the Chair resigns, or the Chair’s term of office expires.

### 3.2.2 RESPONSIBILITIES.

(a) The Chair of the Board (i) shall issue the call for meetings of the Board and the Executive Committee, (ii) shall prepare and submit agendas, and (iii) shall preside at meetings of the Board and of the Executive Committee.

### 3.3 VICE CHAIRS.

#### 3.3.1 APPOINTMENT AND TERM.

(a) After the Annual Meeting immediately prior to each regular Biennial Meeting of the Members, the Chair shall appoint five (5) or more Vice Chairs (each, a “Vice Chair”) (collectively, the “Elected Officers”) from among the elected members of the Board. Vice Chairs shall serve for a term of two (2) years that commences upon appointment, and shall continue until the annual meeting that is immediately prior to the next regular Biennial Meeting of the Members. The appointment of Vice Chairs shall be ratified by affirmative vote of a majority of Regents present at the next regular meeting of the Board.

(b) In order to fill a former Vice Chair’s unexpired term, a new Vice Chair may be appointed by the Chair and ratified at any meeting of the Board to fill the unexpired term as Vice Chair. Thereafter, the new Vice Chair may be appointed and ratified to a full term of two (2) years.

(c) A Vice Chair may be elected to an unlimited number of terms as Vice Chair.

(d) In the temporary absence of a Vice Chair, a board member named by the Chair shall perform the duties of the office of that Vice Chair until the Vice Chair can resume such duties.

3.3.2. RESPONSIBILITIES. Each Vice Chair (a) shall provide leadership to the Board, and (b) may chair and provide leadership to one (1) standing committee of the board. Further, during the absence or disability of the Chair, a Vice Chair may be called upon to temporarily perform to perform the duties of the Chair as more fully described in Bylaw 3.2.1(d).

## **SECTION IV** **COMMITTEES**

4.1. AUTHORITY. The Board may act by and through such committees and subcommittees (a) as specified in these Bylaws (“Standing Committees” or “Subcommittees) or (b) as may be specified in resolutions adopted by a majority of all of the Regents (“Special Committees”) (the Standing Committees, Subcommittees, and each Special Committee is a “Committee”). Each Committee shall have such duties and responsibilities as are granted to it from time to time by the Board. Each Committee shall be at all times subject to the control and direction of the Board.

## 4.2. COMMITTEE MEMBERSHIP.

### 4.2.1. APPOINTMENT AND TERM.

(a) After the annual meeting, the Chair shall appoint persons to serve on each Committee. The appointment of committee members shall be made in consultation with the President and shall be ratified by affirmative vote of a majority of Regents present at the next regular meeting of the Board.

(b) Additional or alternate committee members may be appointed at any time by the Chair and shall be ratified by affirmative vote of a majority of Regents present at the next regular meeting of the Board

(c) Committee members shall serve for a one (1) year term and may be reelected to an unlimited number of additional terms.

(d) Committee members may serve on more than one (1) committee.

4.2.2. EX OFFICIO COMMITTEE MEMBERS. Except as provided in these Bylaws, the Chair and the President shall be ex officio members of all Committees.

4.2.3. NONREGENT COMMITTEE MEMBERS. Persons who are not Regents may be appointed to serve as a member of a Committee. However, unless otherwise authorized in these Bylaws, the number of non-Regents may not exceed forty percent of a Committee's membership.

4.3. STANDING COMMITTEES. The following shall be the Standing Committees of the Board:

### 4.3.1. EXECUTIVE COMMITTEE.

(a) MEMBERSHIP. In addition to the Chair of the Board, the following persons shall serve as ex officio members of the Committee: (i) the chairs of the standing committees of the Board, presently Audit, Business and Finance, Enrollment Management, Governance, Institutional Advancement, and Student Life and Learning; (ii) the Chair-elect of the Board, during the one year immediately prior to their service as Chair; (iii) the immediate past Chair of the Board during the two years immediately following their service as Chair, unless that person is no longer a member of the Board, and (iv) the President of the College. In addition, the Executive Committee may, but is not required, to elect one member of the Board as an "at large" member of the Committee for a term of one (1) year.

(b) DUTIES. Between meetings of the Board, the Executive Committee may exercise the authority of the Board; provided, however, that the action(s) of the Executive Committee (i) are consistent with the prior acts of the Board, (ii) do not award degrees, alter bylaws, locate permanent buildings on tax-exempt property held for College purposes, or remove or appoint the President, (iii) are not



precluded by the Articles or Bylaws, or (iv) have not been reserved by the Board. The Executive Committee shall at all times be subject to the control and direction of the Board.

(c) MEETINGS. The Executive Committee shall meet when called by the Chair. A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business. Minutes of the meetings of the Executive Committee shall be taken and shall be distributed promptly to each Regent following each Executive Committee meeting.

#### 4.3.2. GOVERNANCE COMMITTEE.

(a) MEMBERSHIP. The Governance Committee shall be composed of five (5) or more Regents, including the President and the Chair of the Board. Two of the Regents so appointed must have served on the Governance Committee during the preceding year, and at least two (2) of the members must have served as members of the Board for the two (2) previous years.

(b) DUTIES. The duties of the Governance Committee shall include, but are not limited to, the following (i) present to the Board nominations for members to be elected by the Board, and for the Chair of the Board, (ii) develop and administer a program of orientation for newly elected Regents, (iii) evaluate annually the effectiveness of the Board and individual members thereof in performing the duties described in these bylaws, (iv) enlist and educate members of the Board to the end that members are enabled to carry out their individual and corporate responsibilities, and (v) regularly report on its activities to the Board and make recommendations to the Board regarding policies under its purview.

4.3.3 STUDENT LEARNING COMMITTEE: The Student Learning Committee shall, in cooperation with the College's Vice President for Academic Affairs/Dean of the Faculty and Vice President for Student Life/Dean of Students (a) study and appraise the quality of academic programs and student life programs, (b) recommend to both the College's administration and the Board of Regents desirable short and long range measures to enhance student learning, (c) review policies affecting the faculty and students of the College, (d) advise the Business and Finance Committee on the specifications and requirements for financing the programs directly concerned with student learning, and (e) regularly report on its activities to the Board and make recommendations to the Board regarding policies under its purview.

#### 4.3.4. BUSINESS AND FINANCE COMMITTEE.

(a) The Business and Finance Committee shall, with the assistance of the College's Vice President for Administration and Chief Business Officer/Treasurer, (i) review annual operating and capital budgets, (ii) monitor insurance programs and policies, (iii) establish and monitor the work of the Investments Subcommittee, and (iv) regularly report on its activities, and the

activities of its Subcommittee(s), to the Board and make recommendations to the Board regarding policies under its purview.

(b) The Investment Subcommittee shall, with the assistance of the College's Vice President for Administration and Chief Business Officer/Treasurer, review and recommend policies related to the investment of College assets and funds. The Investment Subcommittee (i) shall be comprised of at least four and no more than ten persons, including ex officio members, (ii) shall include no less than three Regents, including ex officio members, and (iii) shall be chaired by a Regent. Provided that such Investment Subcommittee membership requirements have been met, then the number of non-Regent members on the Investment Subcommittee may exceed forty percent.

4.3.5. INSTITUTIONAL ADVANCEMENT COMMITTEE. The Institutional Advancement Committee shall, with the assistance of the College's Vice President for Institutional Advancement, (a) review and appraise institutional advancement programs, (b) recommend desirable short and long range institutional advancement goals, (c) review policies affecting institutional advancement programs, (d) advise the Business and Finance Committee on the specifications and requirements for financing the institutional advancement programs, and (e) regularly report on its activities to the Board and make recommendations to the Board regarding policies under its purview.

4.3.6. ENROLLMENT MANAGEMENT COMMITTEE. The Enrollment Management Committee shall, in cooperation with the College's Vice President for Enrollment Management, (a) review and appraise enrollment management programs, (b) recommend desirable short and long range enrollment management goals, (c) review policies affecting enrollment management programs, (d) advise the Business and Finance Committee on the specifications and requirements for financing the enrollment management programs, and (e) regularly report on its activities to the Board and make recommendations to the Board regarding policies under its purview.

4.3.7 AUDIT COMMITTEE.

(a) MEMBERSHIP. The Audit Committee (i) shall be comprised of at least three and no more than six persons, including the ex officio member, (ii) shall include no less than three Regents, including the ex officio member, and (iii) shall be chaired by a Regent. Provided that such Audit Committee membership requirements have been met, then the number of non-Regent members on the Audit Committee may exceed forty percent. The President of the College shall not be an ex officio member of the Audit Committee, but may, upon invitation of the Audit Committee, attend any meeting. Member(s) of the Committee may serve on other Board committee(s), but may not serve as the chair or vice chair of any such committee.

(b) DUTIES. The Audit Committee (i) shall select an external auditor each year, (ii) shall cause to be prepared at least once a year an audited statement of the

financial condition of the College as of the close of the fiscal year and of the receipts and expenditures for each year, and shall cause such statement to be submitted to the Board for its acceptance; (iii) shall cause to be prepared at least once a year various other financial reports, including, but not limited to, a long-form audited financial statement, federal audit, debt compliance letter, retirement audit, and IRS Form 990 & 990-T, (iv) shall cause to be gathered at least once a year information about conflicts of interest and related party transactions related to disclosure for tax reporting purposes, (v) shall periodically appraise the financial control and accounting systems of the College and recommend any changes it deems appropriate; and (vi) may request the designated external auditor, or any officer or employee of the College, to appear before it to report on the financial condition of the College. Further, the Chair of the Committee has the authority to sign agreements with independent audit firms and other agreements required for fulfilling audit requirements.

#### 4.3.8. RETIREMENT PLAN SUBCOMMITTEE.

(a) MEMBERSHIP. The Retirement Plan Subcommittee shall be composed of five (5) or more Regents. Each Subcommittee member must be an ELCA member, and the Subcommittee shall include at least one member from each of the following Board Committees: Audit Committee, Business and Finance Committee, and Investment Subcommittee.

(b) DUTIES. The primary duty of the Retirement Plan Subcommittee is to provide oversight to the administration of the College's Retirement Plan (the "Plan"). These duties include, but are not limited to, the following:

- i) Annually review the Plan design and make recommendations to the Board concerning the Plan, including but not limited to:
  - a. Eligibility requirements for the Plan
  - b. Contribution level by the College per eligible employee
  - c. Employee matching requirements, if any, related to the College's contribution
  - d. Waiting period, if any
  - e. Vesting period, if any
  - f. Distribution options
  - g. Loan options, if any
- ii) Annually review the services provided by third parties related to the Plan;
- iii) Annually review and monitor investment fund options offered to Plan participants and the performance of those investment options;
- iv) Annually review summary asset report of the Plan;
- v) Annually review and monitor the Plan in relationship to any administrative or compliance requirements;
- vi) Delegate authority and responsibility for day-to-day operation and administration of the Plan, as the Subcommittee deems appropriate and

- subject to the actions of the Board, and periodically review such delegations and make changes as necessary;
- vii) Periodically appraise the financial control and accounting systems of the Plan and recommend any changes it deems appropriate to provide prudent management of the Plan; and
  - viii) Annually report to the Board on the Plan.

The Chair of the Retirement Plan Subcommittee has the authority (a) to implement the actions of the Board related to the Plan and its administration, or (b) to delegate signing authority subject to the college's signing authority policy and the actions of the Board. This authority includes, but is not limited to, signing agreements related to the Plan and other Plan-related documents as necessary.

## **SECTION V**

### **ADMINISTRATIVE OFFICERS**

5.1. ADMINISTRATIVE OFFICERS. The administrative officers of Wartburg College shall be as follows:

#### 5.1.1. PRESIDENT

- (a) The Board of Regents shall elect the President of the College in a manner that is consistent with the relevant policies, as revised from time to time, of the Evangelical Lutheran Church in America (the "ELCA") or of its successor (collectively, the ELCA and its successor are the "ELCA" or the "Church").
- (b) The President shall be elected from the membership of an ELCA congregation or another church body that has a relationship of full communion with the ELCA.
- (c) The President (i) shall be responsible to the Board, (ii) shall be the executive head of the College, and (iii) shall have administrative responsibility for all the affairs of the College. The President shall be the channel of communication between the Faculty and the Board and between the students and the Board.
- (d) In the case of the absence, disability, or death of the President, the duties of that office shall be performed as determined by the Board.

#### 5.1.2. TREASURER.

- (a) The College's Vice President for Business and Finance/Chief Business Officer shall serve as Treasurer to the Board. The Treasurer shall not serve as a member of the Board. The Treasurer is appointed by the President, and may be removed at any time by the President with or without cause.

(b) The Treasurer shall receive all monies due the College, make the necessary disbursements, and keep a full and accurate account of all funds received and expended. The Treasurer shall be entrusted with the safekeeping of all financial records and documents. The Treasurer shall present regular reports to the Board, including but not limited to an annual report at the Board's annual meeting, and shall make such other reports to the Board as it may require from time to time. The Treasurer shall have and may exercise any and all other powers and duties (i) pertaining by law, regulation or practice to the office of Treasurer, (ii) imposed by these Bylaws, or (iii) otherwise authorized by action of the Board.

### 5.1.3. SECRETARY.

(a) The College's Executive Administrator for the President's Office shall serve as Secretary to the Board. The Secretary shall not serve as a member of the Board. The Secretary is appointed by the President, and may be removed at any time by the President with or without cause.

(b) The Secretary shall keep accurate minutes of all meetings and shall be custodian of the records, documents and papers of this Corporation. The Secretary shall provide for the keeping of proper records of all transactions of this Corporation. The Secretary shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice to the office of Secretary, or imposed by these Bylaws. The Secretary shall also perform such other duties as may be assigned from time to time by the Board.

### 5.1.4. OTHER ADMINISTRATIVE OFFICERS.

(a) Unless otherwise provided by the Board, the President may appoint such other administrative officers, including, but not limited to, Vice Presidents, Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers, upon such terms and conditions as the President deems appropriate. Any such officer may be removed at any time by the President with or without cause.

(b) The titles and duties of such officers shall be established by the President with the approval of the Board.

(c) No officer appointed by the President shall be a member of the Board.

5.2. EXECUTION OF DOCUMENTS. All deeds, mortgages, bonds, checks, contracts and other instruments pertaining to the business and affairs of this Corporation shall be signed on behalf of this Corporation by the President, or by such other person or persons as may be designated from time to time by the Board.

5.3. OTHER POWERS AND DUTIES. Each officer appointed by the President shall have such powers and perform such duties as may be specified from time to time by the President.

## SECTION VI FACULTY

6.1. POLICY. Policy matters relating to faculty are to be approved by the Board and shall be set forth in the *Wartburg College Faculty Handbook*. Additional policies may be set forth in relevant portions of the *Wartburg College Staff Handbook*, benefit plan documents, and various other documents.

## SECTION VII STAFF

7.1. POLICY. Policy matters relating to staff shall be set forth in the *Wartburg College Staff Handbook*, benefit plan policies, and various other documents.

## SECTION VIII STUDENTS

8.1. POLICY. Policy matters relating to students shall be set forth in the *Wartburg College Academic Catalog*, *Wartburg College Student Handbook*, student policy handbook, and other documents, including but not limited to documents containing various rules and regulations pertaining to honor code, academic honors, dean's list, graduation requirements, and disciplinary actions. Students enrolling in Wartburg College shall signify their willingness to conform to the rules and regulations which govern the academic and community life of the College. Failure to conform to these rules and regulations may be considered sufficient cause for discipline or dismissal consistent with the relevant policies.

## SECTION IX AMENDMENTS

9.1. ACTION TO AMEND. These Bylaws may be amended by a majority vote of the Board at any regular meeting or at any special meeting that is called for that purpose.

### **1.2.3 Faculty Representatives to the Board of Regents**

As described in Section 1.5.3 of this *Faculty Handbook*, the faculty shall elect representatives (the Group Chairs) to attend meetings of the Board of Regents for the purpose of communicating faculty actions and interests to the Board and reporting to the faculty on discussions and actions by the Board. Faculty representatives attend meetings at the invitation of the Board.

## **1.3 Structure of College Administration**

### **1.3.1 College President**

The President is appointed by the College's Board of Regents. He or she is the chief executive officer and spokesperson for the College, reports directly to the Board, and has ultimate responsibility for the operation of all aspects of the College in accordance with Board policies and procedures. Working cooperatively with the administrative officers whom the President hires and with faculty, students, and

various committees, the President is charged with leading the institution and developing the necessary long range plans, data, and strategic recommendations needed for the Board to effectively govern the College.

In accordance with Board policy, the President appoints other administrative officers to assist in carrying out the mission of the College. The administrative structure is made up of five vice presidents, each of whom is responsible for the major areas of institutional functioning: academic affairs, student life, finance and administration, institutional advancement, and enrollment management.

In addition, individuals holding the following offices directly report to the President: Dean of the Chapel, Institutional Research and Effectiveness, Executive Administrator for the President's Office, the Affirmative Action Officer, the Executive Director of Athletics and Wellness, Administrative Assistant to the President, and Chief Compliance Office.

Within this framework, the President and other administrative officers of the College work to apply the College's policies and procedures in the everyday functioning of the institution.

### **1.3.2 Vice President for Academic Affairs and Dean of the Faculty**

The chief administrative officer of academic programs is the Vice President for Academic Affairs and Dean of the Faculty, which provides leadership for the academic program of the college so the highest quality of instruction is offered, fulfilling the mission of the college. This person is responsible for working with the faculty in the development and proper conduct of the educational programs of the College; this includes, but is not limited to, the determination of graduation requirements, monitoring the academic progress of students, the functioning of academic departments, and support services, the delivery of instruction, and the introduction of curriculum revisions. As Dean of the Faculty, this person is also responsible for leading the process to hire faculty; making recommendations on faculty appointments, promotion, and tenure; faculty development, and making recommendations policies affecting the general welfare of the academic program and the faculty.

In carrying out the duties of this office, a number of other administrators report to the Vice President for Academic Affairs. These include the, Assistant Dean for Academic Affairs, College Sponsored Programs Administrator, Library Director, Department Chairs, Registrar, and the following program directors: Institute for Leadership Education, Institute for Social Work Consultation, Research, and Training, Study Abroad, Undergraduate Research, Wartburg West, and the German Institute. The Vice President for Academic Affairs is responsible for supervising and directing the work of these individuals, for regularly evaluating their performance, and for making recommendations to the President regarding appointments to these positions.

### **1.3.3 Vice President for Enrollment Management**

The Vice President for Enrollment Management provides leadership of a broad-based effort to recruit, enroll, and retain students. This position has primary responsibility for coordinating, supervising, and evaluating those administrative units that are directly responsible for the recruitment and retention of students. These include the Office of Admissions, Office of Financial Aid, Information Technology Services, and the Pathways Center. Collaboration with the Vice President for Academic Affairs and the Vice President for Student Life is another key aspect of enrollment management activities. The Vice President for Enrollment Management is responsible for supervising and directing the work of the Assistant Vice President for Admissions, the Director of Financial Aid, the Director of Institutional Research and Assessment, and the Director of the Pathways Center; for regularly evaluating their performance; and for making recommendations to the President regarding appointments to these positions.

### **1.3.4 Vice President for Student Life and Dean of Students**

The Vice President for Student Life has primary responsibility for coordinating, supervising, and evaluating programs and activities associated with student life on campus. This position leads the Student Life staff in the development of policies, procedures, and programs to assure that student services are satisfying for all admitted students, including orientation, residential life, counseling, health, security, and entertainment. This includes the offices and programs administered by the directors of Student Engagement, Center for Community Engagement, Counseling Services, Multicultural Student Services, International Student Services, New Student Orientation, Residential Life, and Security and Safety.

As Dean of Students, this person oversees the development and application of student conduct policies and guidelines, works with other members of the administration and college community, including Student Senate leadership, to create a campus environment which is healthy, supportive, and conducive to both living and learning. The Vice President for Student Life is responsible for supervising and directing the work of these individuals, for regularly evaluating their performance and for making recommendations to the President regarding appointments to these positions.

### **1.3.5 Vice President for Finance and Administration**

The Vice President for Finance and Administration serves as the treasurer and chief financial officer of the college with direct oversight of the business office, human resources, operations and maintenance, and retail services (including dining services, bookstore, camps and conferences, and mail center). This position provides leadership for the financial affairs of the institution, including management of budgetary processes, financial reporting and audit oversight, utility and grid management and procurement, benefits and health insurance programs and policies, property and liability insurance, risk management, and revenue enhancement. In carrying out the duties of this office, the Vice President for Finance and Administration supervises and directs the work of the Controller, Director of Human Resources, Director of Physical Plant, and Associate Vice President for Dining and Retail Services. This Vice President is responsible for regularly evaluating the performance of these individuals and for making recommendations to the President regarding appointments to these positions.

### **1.3.6 Vice President for Institutional Advancement**

The Vice President for Institutional Advancement provides leadership for all institutional advancement activities, particularly fundraising, to ensure sufficient resources and goodwill exist to assure the college's progress and fulfillment of its mission. As chief advancement officer, this person is responsible for leading all advancement programs aimed at securing the support of external and internal constituents. This person works directly with the president to advise and guide efforts in support of advancement and fundraising programs. In carrying out these responsibilities, this Vice President supervises and evaluates persons in Alumni and Parent Relations and Annual Giving, Development, and Marketing and Communication and makes recommendations for appointments to these positions to the President.

## **1.4 Institutional Organization**

The organizational chart of the College is presented in the Institution Organizational Chart Exhibit.

## **1.5 The Faculty**

The faculty of the College consists of all academic and administrative faculty as defined in Section 2.1. The faculty shall meet as a body no less than twice per fall and winter term in order to carry out the



responsibilities and obligations as described in Section 1.5.2.

### **1.5.1 Faculty Organization**

The faculty recognizes and accepts the authority of the Board of Regents and College President in rendering the final decisions on all policy, fiscal, and personnel matters. All actions of the faculty shall be construed as direct recommendations to the College President. While recommendations from the faculty are advisory in nature and not binding upon the administration, in appreciation of the principles of participatory governance and in the interest of the general well-being of the College, the faculty assumes that the Board and President will accept faculty recommendations in matters where the faculty has primary responsibility. The faculty and College administration accept their responsibility to work meaningfully and sincerely with each other in addressing matters of mutual concern and interest. In those instances when the Board and/or President does not accept faculty recommendations, the President will meet with the appropriate faculty committee(s) to discuss the President's and/or the Board's rationale and actions.

A chart which displays the faculty organization and flow of information within the governance system of the faculty is presented in the Faculty Organizational Chart Exhibit.

### **1.5.2 Responsibilities and Obligations of the Faculty**

The faculty shall have primary responsibility for taking action on the following matters:

- a. guidelines, standards, and procedures for introducing curricular changes in the program of liberal arts education, departments of instruction, and major or minor programs of study;
- b. standards for admission to the College, requirements for graduation, and the granting of degrees of any type;
- c. policies and guidelines to be followed in setting the academic calendar and class schedule;
- d. guidelines, standards, and procedures for the appointment of faculty; the evaluation of faculty for reappointment, promotion, and tenure; and the continued professional development of faculty;
- e. the quality and appropriateness of programs and services which support teaching and the curriculum, including the library, academic computing, writing, and study skill centers, and specialized study programs (e.g. Wartburg West, Leadership Education, International study, and exchanges);
- f. the expectation of and means to bring about the highest level of professionalism in the teaching, scholarship, and service of the faculty;
- g. the establishment of standing committees and the delegation of authority to them as indicated in Section 1.6.

There are other areas of College functioning, represented by the institutional committee structure (Section 1.7), in which the faculty, along with other constituents of the College (e.g. students, staff, alumni), advise key administrators on academically related matters for which these administrators have responsibility. These include, but are not limited to:

- a. the mission, vision, and strategic plan of the College;
- b. the budget of the College;
- c. selection of the chief administrative officers of the College, particularly the President, Dean of the Faculty, and Dean of Students;
- d. plans for additions or changes to the physical plant (e.g. of existing space, new construction) of

- e. policies and procedures for the general operation of the College.

### 1.5.3 Academic Groups and Representatives

Faculty shall be organized into three academic Groups by grouping together the full-time and part-time academic faculty from departments which share similar interests and disciplines. These Groups shall be organized around the general rubrics of “social sciences,” “natural sciences,” and “humanities” as shown below. Professional librarians shall be assigned to Groups by the Faculty Council based on the College Librarian’s recommended assignments. The Faculty Council shall review annually the number of full-time academic faculty assigned to each Group. If the Faculty Council determines that Group sizes are so unequal as to create a disparity in workload among the Groups, it may initiate appropriate changes to the Group structure by proposing an amendment to this section of the *Faculty Handbook* (see Section 1.8, Procedures for Amending this *Faculty Handbook*).

#### **Group A:**

Business Administration & Economics  
 Communication Arts  
 Education  
 Social Science  
 Social Work

#### **Group B:**

Biology  
 Chemistry  
 Health and Human Performance  
 Mathematics, Computer Science & Physics

#### **Group C:**

Art  
 English  
 Foreign Languages  
 History  
 Music  
 Religion & Philosophy

Groups function autonomously to fulfill the following duties and responsibilities:

- a. elect two Group Representatives;
- b. nominate, and in some cases elect, Group faculty members to various committees in accordance with eligibility criteria;
- c. meet at least twice each term to hear reports from committee representatives and to review and discuss curriculum-related proposals developed by departments or programs within the Group;

The Group Representatives shall be elected from among the tenured faculty in the Group. Group Representatives serve three-year staggered terms; no more than two terms may be served consecutively. The Group Representatives who are in the second or third year of their term shall serve as the Group Chairs. Duties and responsibilities of Group Representatives include:

- a. convening and conducting Group meetings (as called by the Group Chair);

- b. facilitating communication between the Group, Faculty Council and Dean of the Faculty, as well as within the Group, regarding matters of relevance to Group faculty;
- c. serving as members of the Faculty Council;
- d. serving as representatives (the Group Chairs) to the Board of Regents;
- e. working with Department Chairs to promote the professional development of faculty in the Group;
- f. acting as spokespersons for the Group, as is reasonable and appropriate.

#### **1.5.4 Academic Departments and Department Chairs**

Academic departments consist of the faculty who are primarily involved in the delivery of instruction in one of the College's academic major areas. Within the standards and policies set by the faculty, departments shall have the primary responsibility for maintaining and improving the quality and integrity of their major and minor programs. Departments (or other program areas) may establish their own advisory committees to guide them in their work. Such advisory committees, however, shall have no faculty governance authority.

A Department Chair is appointed for each department of the College. The appointment is made by the President upon recommendation of the Dean of the Faculty. The Dean's recommendation shall be based upon feedback regarding the performance of assigned duties and responsibilities (as described below) received from consultation with all department faculty and with other individuals as is reasonable and appropriate. Unless recommended otherwise by the Dean and the President, appointments shall be for a three-year term and are renewable. Department Chairs shall be annually evaluated by the Dean of the Faculty.

Department Chairs shall receive a salary adjustment for performing administrative duties. Release time may also be awarded by the Dean of the Faculty to Chairs whose administrative workload justifies such release. The Dean shall annually report to the Faculty Council the schedule of salary adjustments and release time awarded to Department Chairs for that year.

Duties and responsibilities of the Department Chair include:

- a. facilitating the development and delivery of the major programs' curriculum and instruction, including formulation of the department's goals and long-range plans, as well as preparation of program review and assessment documents;
- b. fostering the professional development of department members in the areas of teaching, scholarship, and service;
- c. working with department members in preparing evaluations of department members who are standing for reappointment, tenure or promotion;
- d. coordinating the search and interview process in hiring new faculty for the department;
- e. preparing and managing the department budget as well as monitoring the need for and use of departmental resources (e.g. equipment, supplies, space, clerical support);
- f. assigning faculty advisers to majors and monitoring the effectiveness of advising within the department;
- g. preparing the department's schedule of course offerings;
- h. working with the Office of the Dean of the Faculty, the Registrar, the Admissions Office, and other college offices in carrying out routine departmental requests (e.g. registration of students, recruiting efforts, report preparation);
- i. working with the Group Representatives and other Group Department Chairs to review and discuss program requests for staffing.

In carrying out these duties and responsibilities, Department Chairs should consult with department members and the Vice President for Academic Affairs and Dean of the Faculty, as is reasonable and appropriate. The Department Chair shall schedule department meetings as often as deemed necessary by the department.

Each Department Chair shall receive an annual written evaluation by the Dean of the Faculty. In carrying out this evaluation, the Dean shall solicit feedback from all department members and from other individuals as is reasonable and appropriate. The President may remove a Department Chair prior to the expiration of his or her term of office for failure to carry out duties and responsibilities; such removal shall be based on the recommendation of the Dean of the Faculty and only after the Dean's consultation with department faculty.

### **1.5.5 The Faculty Council**

The Faculty Council coordinates the flow of information between standing committees and the faculty, and functions as the strategic planning body for Academic Affairs. As such, the Council advises the Dean of the Faculty regarding administrative decisions affecting the academic programs of the College.

The Council consists of the six Group Representatives and the Dean of the Faculty. The Council shall select one of the Group Representatives as Chair of the Council. One of the Group Representatives will be selected by the President to serve on the President's Budget Advisory Council (see Section 1.7.2). Term length of committee members shall be three year staggered terms with no more than two consecutive terms. Duties and responsibilities of the Council are to:

- a. prepare the agenda for faculty meetings;
- b. review assignments to the Groups annually and recommend to the faculty any changes in the structure of the Groups;
- c. advise the Dean of the Faculty on the allocation of academic resources (including staff and equipment) within the context of academic planning, which shall include:
  1. monitoring and evaluating current and future needs of the academic programs of the college, including faculty resources, and teaching loads;
  2. developing procedures for and conducting reviews of academic programs and services;
  3. advising the President on the use of gifts or grants which have an impact on faculty resources or academic programs, such as Endowed Chair and Distinguished Professorship endowments;
  4. monitoring and reviewing data gathered by the Registrar and Office of Institutional Research for the purpose of advising the Dean and the Faculty on planning priorities for academic programs;
  5. making recommendations to the Dean and consulting with the President regarding the status of institutional need for tenure-track positions in an academic program (see Section 2.2.5.5);
  6. providing consultation and making recommendations to the President and Dean of the Faculty regarding reduction in force as described in Section 2.10.5.3.
  7. defining agenda items for consideration by standing committees based on institutional priorities, needs of academic programs and the general well-being of the faculty;
- d. meet at least once each term with the College President and members of the President's Cabinet to exchange and discuss ideas and plans which have an impact upon the academic program of the College. Prior to this meeting, the President and Chair of the Faculty Council shall meet to set the agenda; the President presides during this meeting;
- e. resolve issues or disagreements regarding the jurisdiction or responsibilities of standing committees;
- f. review and discuss academic matters which deserve reporting to the Board of Regents.

## 1.5.6 Faculty Meetings

There shall be at least two meetings of the faculty during the fall and winter terms; these meetings shall be scheduled in the months of September, November, January, and March, unless special circumstances require other arrangements. The Faculty Council, in consultation with the President, shall schedule these meetings and set their agenda. At minimum, faculty meeting agenda shall include reports from the President and Dean of the Faculty, as well as reports from Committees which have work in progress. The agenda and associated documents shall be distributed to the faculty at least five working days prior to a scheduled faculty meeting. In situations where Faculty Council and the Dean consider it would be impractical or inadvisable to achieve a quorum, faculty, group, and standing committee meetings may be conducted electronically via videoconferencing. Faculty meetings shall be conducted in accordance with the most recent edition of *Robert's Rules of Order*. The Dean of the Faculty shall conduct faculty meetings. In case of absence of the Dean, a member of the Faculty Council shall be designated by the Dean to conduct the meeting. The Dean of the Faculty shall appoint a recording secretary for faculty meetings. At the beginning of each academic year, the Dean of the Faculty, in consultation with the Faculty Council, shall appoint a parliamentarian from among the tenured faculty.

Special meetings of the faculty may be called by the President, by the Faculty Council or by petition to the Faculty Council of at least one-third of the full-time academic faculty.

The student academic ombudsperson shall have a standing invitation to attend all faculty meetings as a non-voting guest. Privilege of voice may be extended to this person in accordance with *Robert's Rules of Order*. The student academic ombudsperson also shall receive faculty meeting notifications, agendas and minutes.

### 1.5.6.1 Voting

The privilege of vote shall be granted to:

- a. faculty who hold a ranked or titled faculty appointment, are employed full-time by the College and have at least four-sevenths of their workload assigned as teaching equivalency (Section 2.5.2.6);
- b. titled faculty who are Professional Librarians (Section 2.1.1.2.7);
- c. faculty who hold a shared faculty appointment (Section 2.2.6.2);
- d. the following Administrative Faculty (Section 2.1.2): College President, Vice President for Academic Affairs and Dean of the Faculty and College Chaplain.

All full-time and part-time academic and administrative faculty shall have the privilege of the floor during all faculty meetings.

The quorum for a faculty meeting, and for faculty ballots conducted by mail, shall be a simple majority of the voting members of the faculty.

## 1.6 Standing Committees of the Faculty

### 1.6.1 General Policies on Standing Committees

The system of faculty standing committees provides the structure and process by which the faculty fulfills its responsibilities and obligations as set forth in Section 1.5.2. The policies and procedures described

here apply to the functioning of all standing committees and, unless indicated otherwise, *ad hoc* and institutional committees.

#### **1.6.1.1 Establishment of Committees**

All standing committees of the faculty shall be created or dissolved by vote of the faculty.

Ad hoc committees may be established by the faculty in accordance with the process described in the most recent edition of *Robert's Rules of Order*.

#### **1.6.1.2 Committee Elections**

All full-time academic faculty (Section 2.1.1) shall be eligible for election or appointment to committees, subject to specific qualifications stated in committee descriptions.

Elections to committees shall take place in February, March or April of each year. Unless noted otherwise, elected faculty must receive a majority of the votes cast in an election. Newly elected committee members shall begin their term at the start of the next academic year.

#### **1.6.1.3 Limitations on Committee Service**

With the exceptions of the Appointment, Rank and Tenure Committee (see Section 1.6.2 a.1.), all terms of committee service shall be three-year staggered terms with the exception of Faculty Council and Appointment, Rank, and Tenure there are no term limitations.

In a single academic year, individual faculty shall serve as an elected member to no more than two standing committees and to no more than three committees total.

#### **1.6.1.4 Student Service on Faculty Committees**

Where students serve on committees, they shall be appointed by the College President upon recommendation of the Student Body President and following approval by the Student Senate. Students serve a one-year term and must be enrolled in the College full time during their year of service; appointments are renewable. Recommendations of student appointments should give due consideration to matching student interests to committee assignments and to representing the diversity of students. Students shall have the right of voice and vote in committee deliberations; for those committees on which students are non-voting members the students retain the right of voice. When committee deliberations involve matters requiring the protection of confidentiality, as determined by the full committee, student members shall be excused.

#### **1.6.1.5 General Operating Procedures of Committees**

The chair of standing committees shall be selected by the committee from among faculty members serving on the committee. The faculty members serving on Faculty Council shall select a vice chair at the first meeting of academic year, who may then serve as Faculty Council chair the following academic year.

Chairs of standing faculty committees may invite faculty members or administrative officers with particular expertise and/or interest in a topic under discussion to meet with the committee for the purpose of conveying information and opinion. Only members of the committee should be present during committee deliberations.

Except as otherwise indicated, recommendations from standing committees shall be processed through the Faculty Council for transmission to the faculty as either information items or action items. The Council's judgment on whether an item is for information or action shall be based on the degree of significance and/or relevance of the item with regard to the responsibilities and obligations of the faculty (Section 1.5.2). The Faculty Council shall attach its own recommendation(s), as well as committee recommendation(s), on all action items that it determines contain resource or strategic-planning implications. If the recommendation of the Dean differs from that of the Faculty Council, then the Dean's recommendation shall also be transmitted to the faculty.

With due consideration for the protection of confidential information, all standing committees shall keep records of their meetings and make minutes available to the President, Dean of the Faculty, the Faculty Council, and Department Chairs. Faculty who have made application to a committee shall have access to those sections of that committee's minutes which are relevant to their applications.

Members who may be in a position of conflict of interest (see Section 2.4.6) while serving on a committee shall seek counsel from other committee members, and may need to excuse themselves from deliberations and/or voting.

#### **1.6.1.6 Committee Member Leave, Resignation and Replacement**

Elected committee members who are unable to serve during a portion of their term of service have the option, except in the two special cases noted below, of taking a temporary leave or resigning from the committee. In making this decision, due consideration should be given to the impact of a temporary absence on the integrity and continuity of the committee's work.

The faculty member's intent to take a temporary leave or resign from a committee shall be stated in writing to the Dean of the Faculty with a copy to the chair of the affected committee and the chair of the Faculty Review Committee. This written statement shall describe the reason(s) for leaving and the

effective date(s) of the absence. Such written notice should be submitted in a timely manner so that arrangements for a replacement (if necessary) can be made.

The Faculty Review Committee, in consultation with the Dean and the chair of the affected committee, shall examine the need for replacement of a faculty member who requests a leave or resigns from a committee. When this consultation dictates that a replacement is in order, the Faculty Review Committee shall, at the earliest reasonable date, arrange an election for a temporary (in cases of leave) or permanent (in cases of resignation) replacement. A person elected as a permanent replacement shall serve out the term that remains for the person who resigned.

The Faculty Council and Appointment, Rank and Tenure Committee constitute special cases with respect to the extended absence of an elected member and the merits of a temporary replacement. Faculty who stand for election to either of these committees should first consider whether they anticipate being on leave (e.g., due to sabbatical) during part of their term of service. If so, they should decline the nomination and thereby avoid the need for resignation and replacement. Should a member of one of these two committees become unable to serve for an extended period during his or her term, then a resignation shall be submitted. The Faculty Review Committee, in consultation with the Dean and the affected committee, shall then determine whether or not a replacement is elected for the remainder of the term and, if so, how term limits shall be applied to both the replacement person and the person who resigned. Unless this consultation suggests otherwise, a faculty member who has served a majority of his or her elected term shall be considered as having completed a full term.

## **1.6.2 Appointment, Rank & Tenure Committee**

### **a. Membership:**

1. Two tenured faculty from each Group to be elected at large by the faculty. Faculty are elected to two-year staggered terms. To be eligible for nomination, a faculty member shall have been off this committee for at least the previous two academic years, with the possible exception of cases involving a leave or resignation (see Section 1.6.1.6).
2. The Dean of the Faculty serves as an ex-officio, non-voting member of the committee; the Dean shall not be present when the committee takes a vote on a personnel recommendation to the President.
3. One member of this committee will be selected by the President to serve on the President's Budget Advisory Council (see Section 1.7.2).

### **b. Duties:**

1. In accordance with the procedures and standards described in Section 2.7, reviews and evaluates personnel files and materials submitted by faculty candidates and, based on a majority decision of the Committee, recommends personnel actions to the President regarding reappointment, tenure, and promotion.
2. Reviews terms and conditions (excluding salary) of the initial appointment of new faculty and advises the Dean of the Faculty regarding such appointments.
3. Reviews changes in the terms and conditions (excluding salary changes) of subsequent contracts to either tenure-track or titled faculty and advises the Dean of Faculty regarding such changes.
4. Reviews faculty salary data and makes recommendations to the President regarding annual salary increments or adjustments for faculty.
5. Provides consultation to the President and Dean of the Faculty proposed faculty suspension or disciplinary actions (Sections 2.10.6 and 2.10.7).



6. Recommends to the faculty candidates for honorary degrees.
7. Advises the Dean of the Faculty regarding systematic evaluations of administrators and faculty in administrative positions who report to the Dean.
8. Advises the Dean of the Faculty on Emeritus/a appointments and on the selection of faculty for teaching or other faculty performance awards.
9. Provides consultation to the President and Dean of the Faculty regarding reduction in force as described in Section 2.10.5.3.

### **1.6.3 Faculty Development Committee**

- a. Membership:
  1. Two ranked faculty members from each Group, elected by the Group faculty. One must be a tenured faculty member and the other may be a tenured or tenure-track faculty member.
  2. The Vice President for Academic Affairs and Dean of the Faculty or his/her designee, who shall serve as an ex-officio, non-voting member of the committee.
- b. Duties:
  - a. Reviews, develops and recommends to the Dean of the Faculty programs which support the professional development of the faculty.
  - b. Advises the Dean of the Faculty on matters related to the support of faculty in carrying out the work of teaching, scholarship, and service, including academic support services, grant application support, and academic equipment or other physical resources.
  - c. Reviews and makes recommendations to the Dean of the Faculty regarding proposals requesting faculty development funds or application to faculty development programs as described in Section 2.8.

### **1.6.4 Faculty Review Committee**

- a. Membership:
  1. Six faculty members, two from each Group, elected at large by the faculty. At least one from each group must be tenured.
  2. Non-tenured members serve only when *Faculty Handbook* amendments are being considered and committee elections are being managed.
- b. Duties:
  1. A subcommittee consisting of all tenured members of the committee shall conduct hearings and make recommendations to the President regarding grievances and appeals as described in Sections 2.10 and 2.11.
  2. Reviews and makes recommendations to the faculty through the Faculty Council regarding proposed amendments to this Faculty Handbook (Section 1.8).
  3. Coordinates and conducts the nomination and election of faculty to standing and institutional committees.

### **1.6.5 Educational Policies Committee (EPC)**

- a. Membership:
  1. Six faculty members, two from each Group, elected by Group faculty. At least one from each group must be tenured.

2. Vice President for Academic Affairs and Dean of the Faculty, who shall serve as an ex-officio, non-voting member.
3. Two students, one of whom is the Academic Ombudsperson. Students shall serve as non-voting members.
4. College Registrar, who shall serve as an ex officio, non-voting member.

b. Duties:

1. Reviews and makes recommendations to the faculty through the Faculty Council on proposals related to the curriculum and academic programs of the College; this includes general education, academic majors, and minors, teacher education, library, instructional technology, and other instructional support services, and special academic program initiatives such as in leadership and global/multicultural education.
2. Reviews and makes recommendations to the faculty through the Faculty Council on proposals regarding standards for admission, graduation, and degree requirements.
3. Reviews and makes recommendations to the faculty through the Faculty Council on academic policies and procedures related to the academic calendar, schedule of class meetings, grades, probation, and suspension, and academic advising.
4. Reviews and makes recommendations to the faculty through the Faculty Council regarding extension programs (e.g. Wartburg West) and cooperative educational agreements.

### 1.6.6 General Education Committee

a. Membership:

1. Six faculty members, two elected by each Group; at least one from each Group must be tenured.
2. The Vice President for Academic Affairs and Dean of the Faculty, who shall serve as an ex-officio, non-voting member.
3. Two students, one of whom is chair of the Academic Policies Committee of the Student Senate. Students shall serve as non-voting members.

b. Duties:

1. Reviews and makes recommendations to the faculty regarding policies and procedures related to the College's program of general education.
2. Reviews and makes recommendations to EPC on all proposals for new general education courses.
3. Reviews and approves all proposals to add an existing course to or remove it from a component of the Essential Education Plan.
4. The chair or designee will meet with EPC to discuss any recommendations that the GEC has forwarded to the faculty or EPC.
5. Monitors the implementation and evaluation of the general education program.
6. Serves as an advisory group to the Dean of Faculty and individuals responsible for various components of the general education program.

### 1.6.7 Leadership Education and Service Committee

a. Membership:

1. Three faculty members, one elected by each Group.
2. Director of the Institute for Leadership Education.
3. Assistant Director of the Institute for Leadership Education, non-voting member, except when acting as the representative of the director of the institute.

4. Director of the Center for Community Engagement
5. Two students.
6. One non-voting member appointed by the Dean of Students and one non-voting member appointed by the Director of the Pathways Center, both in consultation with the Director of the Institute for Leadership Education.

b. Duties:

1. Reviews and makes recommendations to the faculty through the Faculty Council regarding policies and procedures related to the College's efforts to promote leadership education and service-learning.
2. Monitors and evaluates outcomes of programs sponsored by the Institute for Leadership Education and the Center for Community Engagement, including the Leadership Certificate Program (academic minor) student workshops, service trips, conferences, outreach, and mentoring programs.
3. Serves as the primary liaison for curricular and co-curricular programs that foster the mission of the Institute for Leadership Education and the Center for Community Engagement and also between academic affairs and student life in matters pertaining to leadership education and service.
4. Serves as an advisory group to the professional staff of the Institute for Leadership Education and the Center for Community Engagement.

### **1.6.8 Multicultural and Diversity Studies Committee**

a. Membership:

1. Three faculty members, one elected by each Group.
2. Three students with at least one semester's involvement with their respective programs: nominated by Student Senate; appointed by College President:
  - a. One student to represent International Student Programs.
  - b. One student to represent Student Diversity Programs.
  - c. One student to represent Study Abroad Programs.
3. The Director of International Student Programs.
4. The Director of Student Diversity Programs.
5. The Director(s) of the Study Abroad Programs.
6. The Coordinator of IS 201/Diversity across the Curriculum.
7. The Saemann Chair of World Communities.

b. Duties:

1. Monitors and evaluates outcomes of educational programs related to multiculturalism and diversity, including Essential Education, Study Abroad, the Intercultural Studies Minor and cultural immersion experiences, such as May Terms away.
2. Reviews and makes recommendations to appropriate committees and offices on policies and procedures regarding the College's efforts to promote all aspects of multicultural and diversity studies.
3. Serves as an advisory group to the Directors of Student Diversity Programs, International Student Programs, Study Abroad Programs, and the coordinator of IS 201 and DAC.

## **1.7 Institutional Committee System**

### **1.7.1 General Policies on Institutional Committees**

Institutional committees include faculty in their membership but do not make recommendations to the faculty through the Faculty Council. These committees advise administrative officers of the College on matters for which they have responsibility. The institutional committee structure may be modified by the President in accordance with the policy described in Section 1.8. Student membership is governed by the same principles specified in Section 1.6.1, (f).

### **1.7.2 President's Budget Advisory Council**

- a. Membership:
  1. President's Cabinet
  2. Treasurer
  3. Five individuals selected by the President:
    - a. One staff member (one-year term, renewable at the President's discretion)
    - b. One student (one-year term, renewable at the President's discretion)
    - c. One member of the Appointment, Rank and Tenure committee (one-year term, renewable where applicable)
    - d. One member of Faculty Council (one-year term, renewable where applicable)
    - e. One at-large faculty member (three-year term, renewable for up to two consecutive terms) selected from a pool of six nominees (two from each Faculty Group) selected by the faculty
- b. Duties:
  1. Reviews and makes recommendations to the President regarding budget proposals to be submitted to the Board of Regents.
  2. Reviews and makes recommendations to the President regarding plans for new construction or major renovation of College facilities.
  3. Serves as an advisory group to the President with respect to budget issues, including but not limited to changes in tuition costs and the personnel salary pool.

### **1.7.3 Admissions and Scholarship Committee**

- a. Membership:
  1. The Vice President for Enrollment Management (serves as committee Chair).
  2. Three faculty members, one elected by each Group.
  3. The Assistant Vice President for Admissions.
  4. The Vice President for Academic Affairs and Dean of the Faculty.
  5. Director of Financial Aid.
  6. One member of the Student Life staff, appointed by the Dean of Students.
  7. Two Students.
- b. Duties:
  1. Advises the College's staff responsible for recruitment and admission of students.
  2. Monitors compliance with the admissions policies and standards approved by the faculty.
  3. Advises the College's staff responsible for the awarding of academic scholarships and financial aid packages.

### **1.7.4 Retention Committee**

- a. Membership:
  1. The Vice President for Enrollment Management (serves as committee Chair)

2. Three faculty members, one elected by each Group
3. The Assistant Vice President for Admissions
4. The Director of Financial Aid
5. The Registrar
6. The Pathways Center Director
7. The Chief Business Officer and Treasurer
8. One member of the Student Life Staff appointed by the Vice President for Student Life
9. The Athletic Director
10. The Director of Institutional Research and Effectiveness
11. Two Students

b. Duties

1. Reviews, develops, and makes recommendations to the Vice President for Enrollment Management and the President on policies, procedures, and activities that maximize the retention of students, including admissions, financial aid, registration, and academic support services.
2. Monitors data on the retention of students.
3. Reviews, develops, and makes recommendations to the Vice President for Enrollment Management, the President, the Vice President for Academic Affairs, the Vice President for Student Life, and to standing institutional and faculty committees on strategies for achieving the highest level of retention possible.
4. Serves as an advisory group to the Vice President for Enrollment Management.

### 1.7.5 Athletics Committee

a. Membership:

1. Three faculty members, one elected by each Group.
2. Two faculty members (one male and one female) appointed by the President of the College as faculty representatives to the American Rivers Conference (ARC).
3. Executive Director of Athletics and Wellness
5. Chair of the Department of Health and Human Performance (HHP).
6. One female student.
7. One male student.
8. One American minority or international student.

No faculty member or coach in the HHP Department may be elected to the committee. The chair of the committee is selected by the committee from among the faculty who are committee members.

b. Duties:

1. Reviews, develops, and makes recommendations to the Dean of the Faculty and President on policies and procedures regarding the total program of intercollegiate athletics at the College as described in the *Athletics Handbook*.
2. Monitors compliance with standards and rules of the ARC and NCAA.
3. Serves as an advisory group to the Director of Athletics.

### 1.7.6 Student Life Committee

a. Membership:

1. Vice President for Student Life/Dean of Students
2. Three faculty members, one elected by each Group.
3. Four students, one of whom is Chair of Student Relations Committee of Student Senate.

4. Director of Residential Life
5. One member of the professional staff appointed by the College President for a two-year term.

The Chair of the committee is selected by the committee from among the faculty who are committee members.

b. Duties:

1. Reviews, develops, and makes recommendations to the Vice President for Student Life/Dean of Students on policies and procedures regarding the total program of student life and activities. These include residential living, student organizations, student support services, co-curricular programs, health and wellness, intramural and recreational activities, student governance, the student conduct system, and the overall campus ethos.
2. Reviews, develops, and makes recommendations to the Vice President for Student Life/Dean of Students, Vice President for Academic Affairs, standing committees of the faculty, and the College President on strategies for achieving the integration of student life with the academic program, and on strategies for achieving and sustaining a welcoming and supportive environment for all students.
3. Monitors campus safety and security programs and parking regulations for students.
4. Serves as an advisory group to the Vice President for Student Life/Dean of Students and associated Directors.

### 1.7.7 Institutional Review Board

a. The institutional review board will consist of five non-student, voting members, as follows:

1. One faculty member who has knowledge of social/behavioral human subjects research, elected by the faculty
2. One faculty member, who has knowledge of biomedical or physiological human subjects research, elected by the faculty
3. One faculty member selected by the Social Sciences Department.
4. One faculty member selected by the Biology Department.
5. One community member not affiliated with Wartburg College (nor is an immediate family member of someone affiliated with Wartburg College), appointed by the President.

b. In addition to the five members listed above:

Two Students, recommended by the President of the Student Body and appointed by the Dean of Faculty will serve.

The chair of the committee is selected by the committee from among the four faculty members. All members of the committee will be trained on appropriate federal, state, and disciplinary standards when they join; the chair is responsible for ensuring that all committee members are trained in accordance with these standards.

c. Duties (2014):

1. Acts as the Wartburg College Institutional Review Board, reviewing only those research proposals that intend to use humans as research subjects.
2. Monitors and implements policies and procedures to assure compliance with state, federal and disciplinary standards for research involving the use of humans, where “research” is defined as any systematic attempt to generate new knowledge that has the potential for dissemination to a wider audience.

3. Evaluates and approves or disapproves – in accordance with federal, state and disciplinary standards – proposals for research conducted at Wartburg College, research conducted by its employees and students, or research that utilizes Wartburg College resources.
4. Serves as an instructional resource, but not an oversight body, for faculty members who have questions about classroom activities that involve human subjects and resemble research but do not otherwise meet the definition of research as stated in #2 above.

### **1.7.8 Institutional Animal Care and Use Committee**

#### a. Membership:

1. One faculty member who has never conducted animal research (appointed by Dean).
2. Two faculty members who have conducted animal research (appointed by Dean).
3. Animal facility manager or other animal facility representative.
4. Two Students.
5. One veterinarian who agrees to serve as both committee member and consulting veterinarian for the college.
6. One community member not affiliated (one who has no business or professional relationship with the college or one who is not an immediate family member of a college employee) with Wartburg College.

Faculty members serve three year staggered terms. The chair of the committee is selected by the committee from among the three faculty members. The chair of the committee will ensure all committee members are trained on appropriate federal, state, and disciplinary standards when they join.

#### b. Duties (2015):

1. Oversees all activities, as described below that involve non-human vertebrate animals, excluding personal pets and service animals.
2. Monitors and implements policies and procedures to assure compliance with state, federal and disciplinary standards for all activities involving the use of vertebrates.
3. Evaluates and approves or disapproves – in accordance with federal, state and disciplinary standards – proposals for activities with vertebrates conducted at Wartburg College, by its employees and students, or utilizing Wartburg College resources.
4. Serves as an instructional resource, but not an oversight body, for faculty members who have questions about activities involving invertebrate animals and service animals.

### **1.7.9 Affirmative Action Committee**

#### a. Membership:

1. Administrators, faculty, and staff as appointed by the College President.
2. The appointed Affirmative Action Officer.

#### b. Duties:

1. Monitors institutional compliance with applicable state and federal affirmative action and equal employment opportunity guidelines.

### **1.7.10 Campus Appeals Board**

#### a. Membership:

1. Three faculty, one from each Group, appointed by the President.
2. Four students, one from each class, appointed by Student Senate.

The chair is elected by the Board members from among the three appointed faculty.

- b. Duties:
  1. Hears appeals of Student Conduct Board decisions, as described in the Student Handbook. The Board is convened upon call of the Dean of Students.

### **1.7.11 Safety Committee**

- a. Membership:
  1. Director of Security
  2. Director of Dining Services
  3. Plant Superintendent
  4. A science laboratory supervisor
  5. One faculty member from an appropriate department
  6. Print Center Operator
  7. Director of Human Resources (ex officio, non-voting)

The College President appoints the chair and those members whose inclusion is not dictated by their offices.

- b. Duties:
  1. Monitors state and federal regulations relative to waste disposal, chemicals, safety in science laboratories, safety for workers handling toxic chemicals, and general safety procedures.
  2. Develops policies and procedures in response to EPA and OSHA regulations.
  3. Develops procedures for on-campus inspections by state or federal agencies.
  4. Provides for regular safety training of faculty, staff, and student employees.
  5. Disseminates appropriate written information about safety issues to all employees.

### **1.7.12 Information Technology Committee**

- a. Membership:
  1. Assistant Vice-President for Information Technology (AVP for ITS; serves as chair)
  2. Three faculty members, one elected by each Group
  3. Four staff members, one appointed by each of the following Vice-Presidents: Academic Affairs (Instructional Technology focus), Student Life, Enrollment Management, and Administration
  4. College Librarian, or his/her designee
  5. Two students, one 1<sup>st</sup> or 2<sup>nd</sup> year and one 3<sup>rd</sup> or 4<sup>th</sup> year
- b. Duties:
  1. Reviews, develops, and makes recommendations to the AVP for ITS on policies and procedures regarding the College's information technology services and operations particularly as these impact instructional, administrative, and student technology needs.
  2. Advises the AVP for ITS on the purchase, updates, and maintenance of technology hardware and software that support College operations.
  3. Monitors campus-wide needs and effectiveness of IT infrastructure and architecture and advises AVP for ITS on setting priorities for system upgrades and technology purchases.
  4. Reviews, develops and makes recommendations to the AVP for ITS on strategic initiatives



and future directions for institutional technology development.

### 1.7.13 Assessment Committee

- a. Membership (12 individuals, 7 faculty and 5 staff/student)
  1. Three faculty, one from each Group appointed by the Dean of Faculty to three year staggered terms
  2. Three faculty, one from each Group elected by the Group. Staggered terms, A to expire in spring, 2016; group B to expire spring, 2017; group C to expire spring of 2018. Three year terms thereafter.
  3. One faculty representative from the General Education Committee, elected by GEC for a one-year term

One faculty member is elected by the committee to serve as Chair

- 4. Assessment & Academic Program Administrator
  - 5. Director of Institutional Research
  - 6. A representative from Student Life (appointed by the Vice-President for Student Life)
  - 7. A representative from the Pathways Center (appointed by the Pathways Director)
  - 8. One student representative from Student Senate (appointed by Student Body President)
- b. Duties
    1. Oversees institutional policies, procedures, and activities relevant to the assessment of student learning; as appropriate, makes recommendations to the Dean of Faculty and the Director of Assessment regarding these assessment matters.
    2. Reviews and approves academic program assessment plans, assessment reports, and improvement plans and provides feedback to chairs or directors regarding the outcome of the review through the process designed by the committee.
    3. Reviews and approves new programs' assessment plans.
    4. Reviews and approves changes to program assessment plans.
    5. Provides support to the Educational Policies Committee and General Education Committee regarding assessment of student learning.
    6. Serves as an advisory group to the Dean of Faculty, Assessment Administrator, and Director of Institutional Research and Effectiveness, as well as departments and program faculty and staff. This includes providing ongoing resources, tools, and information to support student learning assessment and ways to use the results for program improvement.

### 1.7.14 RICE Day Committee

- a. Membership:
  1. Director of Undergraduate Research (by virtue of faculty position; serves as chair)
  2. Executive Administrator for the President's Offices (by virtue of staff position)
  3. Camps, Conferences, and Event Scheduling Manager (by virtue of staff position)
  4. Three faculty members (tenured or non-tenured), one from each faculty group, elected by faculty groups, who will serve staggered two-year terms
  5. One student, nominated by Student Senate and selected by the President

6. Dean of the Faculty and Vice President for Academic Affairs (ex-officio)

b. Duties:

1. Promote participation in and understanding of RICE Day in faculty, staff, and student settings.
2. Serve as a liaison with departments and offices to answer questions and reiterate deadlines.
3. Review session proposals, event schedules, and budget needs.
4. Develop guidelines and procedures; address issues as needed.
5. Assist in event evaluation and next-year planning.

### 1.7.15 Distance Learning Quality Committee

a. Membership:

Appointed Members, appointed by the Dean of Faculty

1. Assistant VP for ITS and CIO
2. Instructional Designer
3. Library Representative, appointed by the Dean of Faculty
4. Associate Dean of Graduate Studies

Elected by Faculty

Three faculty members, one from each Group, elected by the Group. Staggered terms, Group A to expire in winter 2024; Group B to expire winter 2025; Group C to expire in winter 2026; Three year terms to be served thereafter.

b. Duties:

1. Develop and utilize a centralized repository with evidence of all work completed in the past related to online education
2. Work toward building a solid foundation for online and hybrid learning at Wartburg College
  - a. Review and recommend customizations to the adopted quality model for online classes and programs, OSCQR (SUNY Online Course Quality Review Rubric).
  - b. Annually review and update the Wartburg Distance Education Policy document for Educational Policy Committee (EPC) review as needed.
  - c. Review internal practices to ensure we have the infrastructure in place to support a new student demographic. Make recommendations as needed.
  - d. Review educational technology as needed and make recommendations as appropriate.
  - e. Review internal policies as they relate to online educational offerings and recommend changes as needed.
  - f. Review internal policies as they relate to supporting the needs and expectations of post traditional students. Recommend changes as needed.
  - g. Review the Higher Learning Commission (HLC) and NCSARA [21<sup>st</sup> Century Distance Education Guidelines](#) and the National Council [State Authorization](#)

[Reciprocity Agreement](#) (NC\_SARA) guidelines for member institutions. Make recommendations as needed to ensure compliance.

## **1.8 Procedure for Amending this *Faculty Handbook***

### **1.8.1 Amendments to Sections 1.5, 1.6, 1.8, or Chapter Two**

Proposals to amend these sections of this *Faculty Handbook* may be submitted by any duly constituted faculty or institutional committee, an individual faculty member or College administrator, the College President, or the Board of Regents.

Amendments proposed by any duly constituted faculty or institutional committee, an individual faculty member or College administrator, or the College President shall be submitted to and reviewed by the Faculty Review Committee (see Section 1.8.3 below). The Committee will then forward its recommendation(s) for faculty action to the faculty through Faculty Council. Upon approval by a majority vote of a quorum of the faculty, the amendment(s) shall be presented to the President for transmission to the Board of Regents for its consideration and action.

Amendments proposed by the Board of Regents shall be submitted (see Section 1.8.3 below) by the College President to the Faculty Review Committee for its consideration and recommendation(s) to the faculty through Faculty Council. The president shall inform the Faculty Council of a reasonable time period, as specified by the Board, within which the faculty, through Faculty Council, has the opportunity to respond to the initiated amendment(s) before the Board takes final action on its proposal. Amendments become effective upon approval of the Board of Regents, unless otherwise specified.

### **1.8.2 Amendments to All Other Sections**

Proposed amendments to all other sections of this *Faculty Handbook* require review by the Faculty Review Committee with its recommendation(s) forwarded to the College President and to the faculty through Faculty Council. Final approval of the proposed amendments rests with the College President.

Amendments become effective upon approval of the College President, unless otherwise specified.

### **1.8.3 Submission of Materials**

Supporting documentation for a proposed amendment shall be submitted to the Chair of the Faculty Review Committee with a copy to the Dean of the Faculty. This documentation shall include the following items:

- a. identification of specific Handbook sections(s) to be amended;
- b. specific language being proposed for addition, modification, and/or deletion;
- c. a statement of the rationale in support of the proposed amendment.

### **1.8.4 Official Copy of *Faculty Handbook***

The office of the Dean of the Faculty shall maintain an official copy of the *Faculty Handbook*. On or before August 15 of each year, this official copy shall be updated with amendments that have received final approval.

## CHAPTER 2 FACULTY PERSONNEL POLICIES

### 2.0 Scope

This chapter is the official statement of policies, responsibilities, duties, rights, and privileges pertaining to faculty. It becomes a part of every faculty member's contract of employment. Other college policies related to faculty employment, as described in appendices, are incorporated by reference into this chapter as so indicated. Supplements identified as exhibits are for informational purposes and are not incorporated by reference; exhibits may be updated as necessary without faculty action unless specified otherwise. All faculty shall be familiar with and abide by the policies and procedures of this chapter as a condition of their employment with the College.

### 2.1 Definitions of Faculty

#### 2.1.1 Academic Faculty

For purposes of this *Faculty Handbook*, academic faculty shall be defined as those faculty who carry academic rank, academic titles, or special academic status as set forth below. Academic faculty shall be employed by faculty contracts.

Except in cases of shared, transitional, or reduced load appointments (Section 2.2.6), full-time academic faculty are defined as those faculty who are employed by the College to provide the equivalent of seven-sevenths course load in contractual services, of which at least four-sevenths must be classified as teaching equivalencies (Section 2.5.2.6.3).

Part-time academic faculty are defined as those faculty employed by the College to provide less than five-sevenths course load in contractual services. All policies, responsibilities, duties, rights, and privileges pertaining to part-time faculty are specified in Chapter 3, Part-time Faculty Personnel Policies.

##### 2.1.1.1 Ranked Academic Faculty

The four academic ranks approved by the College include Instructor, Assistant Professor, Associate Professor, and Professor (Section 2.1.3.2). Except in cases of shared, transitional or reduced load appointments (Section 2.2.6), ranked academic faculty shall be employed only on full-time tenure-track or tenure contracts. Persons holding rank and/or tenure under the terms and conditions of previous handbooks or policy manuals shall retain such with the adoption of this *Faculty Handbook*.

##### 2.1.1.2 Titled Academic Faculty

The academic titles approved by the College include Lecturer, Senior Lecturer, Adjunct Faculty, Visiting Faculty, Faculty-in-Residence, Coach, and Professional Librarian. Titled academic faculty shall be employed only on term contracts and are not eligible for tenure. Titled academic faculty are subject to the following conditions, unless otherwise specifically provided in their individual appointment contract or elsewhere in this chapter:

- a. Titled academic faculty shall fulfill duties and responsibilities related to teaching and other duties as assigned by the Dean of the Faculty and stated in the individual's contract of employment (see Sections 2.2.2 and 2.5).

- b. Full-time titled academic faculty have the rights and privileges of ranked academic faculty as specified in:
  - 1. Section 1.5, The Faculty;
  - 2. Section 1.6, Standing Committees of The Faculty;
  - 3. Section 1.8, Procedure for amending this *Faculty Handbook*;
  - 4. Section 2.4, Faculty Rights and Professional Conduct;
  - 5. Section 2.6, Official Personnel Files;
  - 6. Section 2.8, Faculty Development Programs (except Section 2.8.2, Sabbatical Leave);
  - 7. Section 2.9, Compensation, Benefits, and Leaves (Except for Professional Librarian Faculty for Medical Leave and Personal Days. For Professional Librarian Faculty, Sec 2.9.3.1.1 and 2.9.3.1.4 do not apply. Professional Librarian Faculty are awarded paid time off (PTO) as described for Administrative Staff in the Staff Handbook. Professional Librarian Faculty participate in the PTO Sharing Plan as described in the Staff Handbook.);
  - 8. Section 2.10, Separation (except Section 2.10.3, Non-reappointment of Tenure-Track Faculty);
  - 9. Section 2.11, Grievance Procedure.
- c. Rank designation of Adjunct and Visiting Faculty shall be determined on the basis of the individual's qualifications (Section 2.1.3).
- d. The use of rank designation for titled academic faculty shall not be construed as the conferring of ranked academic status; titled faculty are ineligible for promotion in rank.
- e. Full-time titled academic faculty may be appointed by the President to one, two, or three-year term contracts after the President receives and considers recommendations from the Dean of the Faculty and the Appointment, Rank and Tenure Committee.
- f. Full-time Lecturers or Senior Lecturers may not be employed on full-time term contracts at any time following six consecutive academic years of full-time term contract service to the College.
- g. Titled academic faculty may move to ranked academic faculty appointments upon the basis of satisfactory performance and institutional priorities only at the request of their academic department. Such a request requires approval of the President, after receiving and considering the recommendations of the Dean of the Faculty, Appointment, Rank and Tenure Committee, and Faculty Council.
- h. Titled academic faculty are subject to the evaluation policies and procedures described in Section 2.7.10 and in compliance with Section 2.3.5.

#### **2.1.1.2.1 Lecturer**

The title of Lecturer shall be accorded to a person who teaches courses limited to a specific area of expertise. To be appointed as a Lecturer, an individual must hold a master's degree; in special cases the Dean of the Faculty may grant an exception to this degree requirement.

Special cases may include: someone who has established professional experience in an academic discipline that is equivalent to that of a degree, or someone who has established himself or herself by professional experience and expertise over a substantial period of time especially when the opportunity to obtain a master's degree is not readily available in a specific academic area.

In the situation that an individual is exceptionally qualified and merits exception from the master's degree requirement, the individual's qualifications and benefit to the educational mission of Wartburg College must be documented by the department chair of the academic area the individual will be teaching in. Appointments will be made on a case-by-case basis and approved by the department chair and the Dean of Faculty.

#### **2.1.1.2.2 Senior Lecturer**

The title of Senior Lecturer shall be accorded to a person who has served effectively as a Lecturer for a period of three years, or who has credentials and/or experience meriting such a title. Lecturers who become Senior Lecturers shall receive an additional 5% adjustment of the lecturer compensation. In evaluating effectiveness and credentials of a candidate for Senior Lecturer status, the Dean of the Faculty shall consult with the appropriate Department Chair and the Appointment, Rank, and Tenure Committee. The Dean shall make the final judgment regarding the appointment to Senior Lecturer status.

#### **2.1.1.2.3 Adjunct Faculty**

The title of Adjunct shall be accorded to a person who possesses the credentials and/or experience to hold rank but whose primary employment relationship is outside the College. The adjunct designation is used with one of the four titles reserved for ranked academic faculty (Section 2.1.3). Adjunct faculty must meet minimum qualifications for initial rank appointment.

#### **2.1.1.2.4 Visiting Faculty**

The title of Visiting shall be accorded to a person who holds a full-time position at another institution of higher education and is associated with the College while on leave from such other institution, or who is otherwise hired to fill a faculty position on a temporary basis. The visiting designation is used with one of the four titles reserved for ranked academic faculty (Section 2.1.3). Visiting faculty must meet minimum qualifications for initial rank appointment.

#### **2.1.1.2.5 Faculty-in-Residence**

The title of Faculty-in-Residence shall be accorded to a person who is associated with the College by term contract to perform specific limited duties within an area of special expertise or training. Examples of Faculty-in-Residence include, but are not necessarily limited to, Scholar-in-Residence, Executive-in-Residence, Poet-in-Residence, Artist-in-Residence, and Pastor-in-Residence.

#### **2.1.1.2.6 Coach**

The title of Coach shall be accorded to a person whose primary responsibilities include assignments to coach intercollegiate sports. Coaches may also be assigned teaching responsibilities based upon their qualifications. Full-time coaches who also teach shall be assigned the title of Lecturer or Senior Lecturer in accordance with Sections 2.1.1.2.1 or 2.1.1.2.2. For purposes of this Handbook, the contractual title of these faculty shall be Coach.

#### **2.1.1.2.7 Professional Librarian**

The title of Professional Librarian shall be accorded to a person whose regular responsibilities include assignments in librarianship. Full-time Professional Librarians must possess an ALA-accredited degree. In special cases, an exception may be approved by the Dean of the Faculty following consultation with the Appointment, Rank, and Tenure Committee.

### **2.1.1.3 Special Status Academic Faculty**

Special status academic faculty include Emeriti/ae and Affiliate faculty. Appointments of special status academic faculty shall be exempt from the faculty search process described in Section 2.3.2.

### **2.1.1.3.1 Professor Emeritus/a and Posthumous Professor Emeritus/a**

The special status of Professor Emeritus/a shall be awarded by the Board of Regents to those persons who meet the following qualifications:

- a. Have completed at least ten (10) academic years of ranked faculty service to the College and held the rank of Associate Professor or Professor at retirement (in exceptional circumstances, documented by the appropriate Department Chair and the Dean of the Faculty, candidates may be advanced who do not meet these qualifications);
- b. Have fulfilled the duties and responsibilities of a faculty member, noted in 2.5, with consistency and effectiveness. The Dean of Faculty shall assess these standards via review of the permanent personnel file;
- c. Have retired from service to the College, (see 2.9.3.1.3(f) for long-term disability cases);
- d. Have continued to abide by the standards of professional conduct noted in 2.4. The Dean of Faculty shall assess these standards via review of the permanent personnel file;
- e. Have received a positive recommendation for such appointment from the appropriate department, the Appointment, Rank, and Tenure Committee, the Dean of the Faculty, and the College President.

Emeritus/a faculty who teach at the College shall be employed under term contracts. Emeritus/a faculty also shall have the right to the following privileges:

- a. Use of the College Library with faculty privileges;
- b. Use of office space and/or laboratories if recommended by the Department Chair and approved by the Dean of the Faculty;
- c. Participation in commencements and other academic processions;
- d. Use of faculty activity card and parking permit;
- e. Enrollment in classes on a space-available basis without charge, with or without credit;
- f. Attendance at College events and use of services under the same conditions and at the same cost as other academic faculty;
- g. Inclusion in the College catalog;
- h. Supplemental compensation equal to 2/12 of the faculty member's last full-time annual salary rate, payable as a one-time benefit in two monthly installments upon retirement.

The special status of Posthumous Professor Emeritus/a shall be awarded by the Board of Regents to those persons who died while a full-time active faculty member and who also meet Professor Emeritus/a criteria a,b,d, and e.

### **2.1.1.3.2 Affiliate Faculty**

Affiliate faculty are those persons whose employment is with a person or organization that is associated with the College by affiliation contract or to those persons who are practicing professionals or independent scholars who are associated with the College for specific purposes. Affiliate status may be awarded by the President upon written recommendation of the Dean of the Faculty and the appropriate Department Chair as a courtesy of the affiliation relationship. Affiliate faculty are entitled only to those benefits or rights as specified in the affiliation contract. Affiliate faculty shall not be employees or agents of the College and may not present themselves as such. The College assumes no liability on their behalf in connection with any of their actions except as provided by the affiliation contract or relevant state or federal laws. Such special status shall persist only so long as the affiliation exists.

#### **2.1.1.4 Endowed Chair/Distinguished Professorship**

The title of Endowed Chair or Distinguished Professor shall be accorded to a distinguished scholar whose position is supported in whole or in part by endowment funds. These academic faculty may be ranked or titled, depending upon their teaching responsibilities and qualifications. An Endowed Chair or Distinguished Professor is appointed for a specified term. Current members of the College faculty may be appointed to the position of an Endowed Chair or Distinguished Professor through an internal selection process. New faculty shall be appointed through the established search process (Section 2.3.2).

When such a position is filled by tenure-track appointment, determination of rank and eligibility for tenure and promotion shall follow the policies and procedures for ranked academic faculty, as described in this *Faculty Handbook*. A ranked faculty member currently employed by the College retains rank and tenure, if applicable, upon appointment to an Endowed Chair or Distinguished Professorship.

#### **2.1.2 Administrative Faculty**

For purposes of this *Faculty Handbook*, administrative faculty shall be defined to include administrators who serve in one of the following positions:

- a. College President
- b. Vice President for Academic Affairs and Dean of the Faculty
- c. Vice President for Enrollment Management
- d. Vice President for Student Life and Dean of Students
- e. Vice President for Administration
- f. Vice President for Institutional Advancement
- g. Chaplain
- h. Athletic Director
- i. Director of the Pathways Center

These persons shall be considered administrators for employment purposes, under terms and conditions of employment as stated in administrative personnel policies. Administrative faculty shall have the privilege of vote and voice in accordance with the provisions stated in Section 1.5.6.1. Depending upon their teaching responsibilities and qualifications, administrative faculty may be considered for academic rank (Section 2.1.3) in accordance with the policies and procedures in this *Faculty Handbook*.

##### **2.1.2.1 Change from Academic Faculty to Administrative Appointment**

Academic faculty who accept full-time administrative appointments move automatically to administrative appointments at the same rank classification held under the academic faculty contract. Tenured faculty may retain tenure while holding administrative appointments (Section 2.1.2.2). Tenure-track faculty who accept administrative appointments cease progress toward tenure and become subject to administrative non-reappointment provisions.

##### **2.1.2.2 Change from Administrative Appointment to Academic Faculty Appointment**

Tenured academic faculty who move into administrative positions may be reassigned to a tenured academic faculty position upon cessation of an administrative appointment. Reassignment rights must be determined and specified in writing prior to acceptance of an administrative position. If reassignment to a tenured faculty position does occur, these individuals shall retain their assigned rank and shall receive a salary as determined by the policy on salary administration (Section 2.9). The reassignment of an administrator to a ranked academic faculty position shall not, because of such reassignment, result in a reduction in force of tenure-contract faculty in the degree or program area to which that individual is being assigned.



If an administrator who formerly held a tenure-track contract at the College should leave the administrative position for any reason, then he or she may return to a tenure-track contract upon approval of the President, based on a recommendation from the Dean of the Faculty. In making this recommendation, the Dean shall first consult with the Faculty Council, the appropriate Department Chair, and faculty in the degree or program area. If approval is granted, then the individual shall hold a tenure-track ranked academic faculty contract and shall continue progress toward tenure evaluation, as described in Section 2.7. In all cases, administrators who are reassigned to ranked academic faculty positions shall demonstrate currency in their discipline areas.

Individuals employed initially as administrative faculty (Section 2.1.2) without tenure shall not be considered for ranked academic faculty positions except by participation in the faculty search process (Section 2.3.2) for an authorized vacancy.

### **2.1.3 Determination of Academic Rank**

At the time of initial appointment, the President shall approve academic rank for academic and administrative faculty after receiving and considering the recommendation from the Dean of the Faculty, who shall first consult with the search committee and appropriate Department Chair. Satisfaction of degree and experiential requirements shall be determined and verified by the Dean of the Faculty. Designation of rank shall include identification of the faculty member's program area(s).

Earned degrees of academic faculty, and any teaching experience for which prior service credit is sought, shall be from regionally accredited post-secondary institutions, or comparable foreign institutions, and shall be in a discipline directly related to the faculty member's area(s) of responsibility.

Equivalencies and/or appropriateness regarding any of the degree requirements or qualifications for rank described in Sections 2.1.3.1 and 2.1.3.2 shall be approved by the Dean of the Faculty following consultation with the search committee (if applicable to an initial appointment), the appropriate Department Chair, and the Appointment, Rank, and Tenure Committee. As described in Section 2.2.5.1, all initial appointments of ranked and full-time titled faculty shall be subject to review by the Appointment, Rank, and Tenure Committee.

#### **2.1.3.1 Minimum Degree Requirements for Ranked Academic Faculty**

In this Faculty Handbook, terminal degree means the earned doctorate (or its acceptable foreign equivalent) in all program areas except those identified below; the terminal degree requirements for these areas of exception are designated for each program area:

- a. Accounting: a master's degree and a professional certification credential (CPA, CIA, CMA, etc.) acceptable to both the department and the Dean of Faculty
- b. Business Administration: an M.B.A, M.A., or M.S. in a relevant field acceptable to both the department and the Dean of Faculty
- c. Computer Science: an M.S. or M.A.
- d. Electronic Media: an M.A., M.S., or M.F.A.
- e. Music Therapy: a master's degree and registration with the National Association for Music Therapy, Inc.
- f. Social Work: an M.S.W. from a program accredited by the Council on Social Work Education
- g. Studio Art: an M.F.A. or its equivalent
- h. Print Media: an M.A. or M.S.

These minimum degree requirements may be changed in accordance with the *Faculty Handbook* amendment procedures described in Section 1.8.

### **2.1.3.2 Rank Qualifications for Academic Faculty**

#### **2.1.3.2.1 Instructor**

The rank of Instructor shall be accorded to faculty who hold a master's degree at the time of initial appointment and are in the process of completing the terminal degree directly related to their area of responsibility. To be eligible for tenure review (Section 2.7.7), Instructors must complete the terminal degree on or before December 31 of the sixth year of service (or its equivalent in the case of prior service credit) under a tenure-track contract.

#### **2.1.3.2.2 Assistant Professor**

The minimum qualification for appointment to the rank of Assistant Professor is the appropriate terminal degree in a discipline directly related to the individual's area of responsibility.

#### **2.1.3.2.3 Associate Professor**

The minimum qualification for appointment to the rank of Associate Professor is the appropriate terminal degree in a discipline directly related to the individual's area of responsibility. Appointment further requires that the individual meets the standards for promotion to this rank (Section 2.7.8.2).

#### **2.1.3.2.4 Professor**

The minimum qualification for appointment to the rank of Professor is the appropriate terminal degree, in a discipline directly related to the individual's area of responsibility. Appointment further requires that the individual meets the standards for promotion to this rank (Section 2.7.8.3).

### **2.1.4 Rank Qualifications for Titled Academic Faculty and Administrative Faculty**

The rank qualifications for titled academic faculty and administrative faculty employed initially from outside the College shall meet minimum requirements for ranked academic faculty as stated in Section 2.1.3.

## **2.2 Faculty Contracts**

A faculty contract is a written mutual agreement between an individual faculty member and the College. There are three types of faculty contracts: term, tenure-track, and tenure (Section 2.2.1). A faculty member may receive a regular, shared, joint, transitional, or reduced load contract appointment (Section 2.2.6).

The College shall not use a tenure quota in determining the type of contract offered to new faculty. The Dean of the Faculty together with the Faculty Council shall annually review the ratio of term to tenure-track and tenured positions. If the Faculty Council and the Dean determine that the proportion of term contracts is too large, then these circumstances shall be reported to the faculty for discussion and appropriate action. Any plan to increase the number of term contract positions within a department or within the faculty shall be developed by the Dean of the Faculty after consultation with the Faculty Council and the Appointment, Rank, and Tenure Committee at a joint meeting of the two groups called

for this purpose. Such a plan shall include a timetable and procedures for implementation. Final approval of the plan rests with the College President.

## **2.2.1 Types of Contracts**

Faculty contracts are of three types: term, tenure-track, and tenure.

### **2.2.1.1 Term Contracts**

A full-time or part-time term contract is for a designated period and automatically expires at the end of that period. Term contracts can be tendered as one-, two-, or three-year appointments. Reemployment of the faculty member after expiration of a term contract is solely within the discretion of the College. Term contracts are also used to provide compensation for tenure-track contract or tenure contract faculty who perform supplemental duties for additional compensation (e.g. summer teaching, overloads, or administrative tasks).

### **2.2.1.2 Tenure-track Contracts**

A full-time or part-time tenure-track contract is for a designated period not to exceed one academic or fiscal year and may be issued for a maximum of six academic years, subject to non-reappointment. Part-time tenure-track contracts are applicable only to shared appointments and must be designated half-time. Persons employed on tenure-track contracts under the terms and conditions of previous handbooks or policy manuals shall retain tenure-track status with the adoption of this *Faculty Handbook*.

### **2.2.1.3 Tenure Contracts**

Because of the nature of their relationship with the College, tenured faculty do not receive annual contracts as do tenure-track and titled faculty. They receive letters of appointment for a designated period not to exceed one academic or fiscal year. A full-time or part-time tenure appointment gives the faculty member the contractual right to continuous appointments until the faculty member resigns, retires, becomes permanently disabled, is dismissed for adequate cause, is terminated for medical reasons, or is terminated pursuant to a reduction in force resulting from a bona fide financial exigency or from the formal discontinuance of a degree or program area (Section 2.10). Only individuals who hold a shared appointment are eligible for a part-time tenure contract. Persons employed on tenure contracts under the terms and conditions of previous handbooks or policy manuals shall retain tenure with the adoption of this *Faculty Handbook*.

## **2.2.2 Employment Contract Information**

All initial faculty employment contracts shall be issued in accordance with the search and appointment procedures described in this *Faculty Handbook* and are subject to approval by the President. The terms and conditions of every faculty contract shall be specified in writing, and a copy of the contract will be supplied to the faculty member. The appropriate Department Chair shall be informed in writing of all terms and conditions of the contract except salary. Effective with contracts issued for the 1994-95 academic year, written contracts shall include the following information:

- a. type of Contract and Appointment;
- b. base Salary Amount;
- c. designation of Area(s) of Responsibility, within existing major or minor degree programs;
- d. designation of Type of Faculty: Ranked, Titled, Special Status, or Endowed Chair/Distinguished

- Professor;
- e. duration of the Contract;
  - f. special Conditions (such as responsibility for organized instructional activities, administrative duties, general education assignments, and departmental expectations);
  - g. a statement that the faculty member and the College shall adhere to the policies and procedures set forth in this *Faculty Handbook*;
  - h. as applicable, specification of years of prior service credit granted and the year when evaluation for tenure and/or promotion shall be conducted.

### **2.2.3 Definitions of Contract Terms**

For the purpose of this *Faculty Handbook* chapter, academic year shall mean that period of time encompassed by fall, winter, and May terms. Fiscal year shall mean June 1 through the following May 31. Calendar year shall mean January 1 through December 31. Working day shall mean any Monday, Tuesday, Wednesday, Thursday or Friday during the calendar year that the College is officially open. Class day shall mean any day during which classes are scheduled.

### **2.2.4 Duration of Contracts**

Unless otherwise specifically defined in an individual contract of employment, contracts for the academic year shall commence not more than five (5) working days prior to the scheduled beginning of classes and end with spring commencement. Contracts which apply to periods of employment other than the academic year shall have their starting and ending dates stated in writing; except in unusual circumstances, starting dates for such contracts coincide with the beginning of the academic year.

### **2.2.5 Offering of Contracts**

#### **2.2.5.1 Initial Contracts for Tenure-track and Full-time Titled Appointments**

The terms and conditions of every initial faculty appointment shall be specified in writing (Section 2.2.2). No offer of employment is valid and binding on the College or the Board of Regents unless and until signed by the President. Contracts must be signed and returned to the Office of the Dean of the Faculty on or before ten working days from the date of receipt, unless the Dean of the Faculty approves a request for extension. Signed contracts by individual faculty constitute acceptance of the terms and conditions of the contract for the subsequent academic or fiscal year. If a contract is not signed and returned within the time provided by this policy and the Dean of the Faculty has notified the individual that the contract has not been received, then the contract shall be nullified and the appointment revoked.

Terms and conditions (except salary) of tenure-track and full-time titled faculty initial appointments shall be reviewed by the Appointment, Rank, and Tenure Committee at any regular meeting prior to the issuance of the written contract. If contracts are issued when the Committee is not meeting regularly, then the Dean of the Faculty shall submit the terms and conditions of the appointment for review to the available members of the Committee.

#### **2.2.5.2 Contracts for Part-time Titled Appointments**

Offers of employment for part-time titled contracts should be made and, where possible, contracts signed and returned to the Office of the Dean of the Faculty prior to commencement of duties.

### **2.2.5.3 Subsequent Contracts for Full-time Titled Appointments**

Full-time titled faculty shall be provided written notification of the College's intentions to offer subsequent term contracts. The Dean shall provide this notification on or before April 14 of the year prior to a subsequent contract. If a contract is offered, it must be signed and returned to the Office of the Dean of the Faculty within 30 days of issuance, unless the Dean of the Faculty approves a request for extension. Signed contracts by individual faculty constitute acceptance of the terms and conditions of the contract for the subsequent academic or fiscal year. Failure to return contracts by titled faculty in the time provided by this policy results in nullification of the contract only under the condition that the faculty member has been notified of the non-receipt of the contract by the Dean of the Faculty. Reissuance of the contract is at the sole discretion of the President. Any changes in the previous year's contract which affect the terms and conditions of rank, promotion, or faculty status as defined in Section 2.1 of this *Faculty Handbook* shall be reviewed by the Appointment, Rank, and Tenure Committee.

### **2.2.5.4 Subsequent Contracts for Tenure-track Appointments**

Tenure-track faculty shall be provided contracts of employment for the ensuing academic or fiscal year on or before March 15. Contracts must be signed and returned to the Office of the Dean of the Faculty on or before April 15, unless the Dean of the Faculty approves a request for extension. Signed contracts by individual faculty constitute acceptance of the terms and conditions of the contract for the subsequent academic or fiscal year. Failure to return contracts by tenure-track faculty in the time provided by this policy results in nullification of the contract only under the condition that the faculty member has been notified of the non-receipt of the contract by the Dean of the Faculty. Reissuance of the contract is at the sole discretion of the President.

Any changes in the previous year's contract which affect the terms or conditions of rank, tenure, promotion, or faculty status as defined in Section 2.1 of this *Faculty Handbook* shall be reviewed by the Appointment, Rank, and Tenure Committee. If the terms and conditions of the contract for the coming year contain specific changes from the previous year's contract which the faculty member questions, the faculty member may submit a written request for reconsideration to the President on or before April 1. The President shall review the request in a joint meeting of the Appointment, Rank, and Tenure Committee and the Dean of the Faculty; the President shall inform the faculty member in writing of the final decision. This process shall be completed on or before April 15.

### **2.2.5.5 Subsequent Contracts and the Monitoring of Institutional Need**

The Dean of the Faculty, in consultation with the Faculty Council, annually examines, from an institution-wide perspective, the need for each tenure-track position and full-time titled position. Institutional need refers to the degree to which a position held by a faculty member is judged by the Dean, using the procedure described below, to be necessary to support the academic programs of the College. The examination of institutional need for these positions is part of the College's routine monitoring of its use of institutional resources. An important purpose of this monitoring process is to keep tenure-track and full-time titled faculty informed, on a regular basis and in a timely way, of the status of their position with respect to continuing institutional need.

Reappointment to a tenure-track contract or, in the case of full-time titled faculty, reissuance of a term contract is predicated on a continuing institutional need existing for the position. Whether or not a subsequent contract is offered to a tenure-track or titled faculty member also is a function of the outcome of the faculty evaluation process (Section 2.7). However, in the event that a faculty member is not offered a subsequent contract due to lack of institutional need for the position, the faculty member shall not undergo the faculty evaluation process (Section 2.7.6.1).

The College President is the final authority in decisions regarding the reappointment of tenure-track faculty and reissuing term contracts to titled faculty. The final deadlines for notification of non-reappointment for tenure-track faculty are stated in Section 2.10.3.2; the notification deadline for reissuance of contracts to full-time titled faculty is stated in Section 2.2.5.3. However, the procedure for examining institutional need (described below) is designed to give faculty notification of the outcome of this process prior to these deadlines since the determination of institutional need is a prerequisite condition for undergoing the faculty evaluation process.

#### **2.2.5.5.1 Procedure for Monitoring Institutional Need**

The Dean of the Faculty, in consultation with the appropriate Department Chair(s) and the Faculty Council, shall examine the institutional need for all tenure-track positions each year as well as full-time titled faculty positions in the final year of a contract period. The monitoring process itself shall take into account such factors as overall student enrollment, course enrollment patterns, numbers of majors and minors, departmental, general education and other program staffing needs, the role of the department or program in fulfilling the College's mission, and any other information deemed relevant to this process by the Dean and the Faculty Council.

On or before October 15 the Dean shall send written notification to those Department Chairs who have tenure-track positions or full-time titled positions (in the final contract year) located in their department; faculty in these positions shall also receive a copy of this notification. This notification shall describe the Dean's finding with respect to continuing institutional need for the position.

If it is a finding of diminishing need, but not serious enough to require non-reappointment or non-reissuance, then the Dean's notification shall also describe the signs or evidence of diminishing need. In the event that the Dean finds that there is a seriously diminished institutional need for the position, the Dean shall recommend to the President that, based on lack of need, no subsequent contract be offered. In either of these instances, the Dean and Faculty Council shall meet jointly with the Department Chair of the department in which the position is located; this meeting shall occur prior to the November 1 deadline date for the Dean to submit a recommendation to the College President. The purpose of this meeting with the Dean and Faculty Council is to give the Department Chair an opportunity to respond to and discuss the implications of a finding of diminished institutional need.

Following this meeting, the Dean, in consultation with the Faculty Council, shall review the initial finding. In cases where the Dean had given notice of diminishing need that was not serious enough to require non-reappointment or non-reissuance of contract, the Department Chair shall receive, on or before November 10, written feedback from the Dean regarding the outcome of the meeting. In cases where the Dean had given notice of seriously diminished need which that required non-reappointment or non-reissuance of contract, the Dean shall submit, on or before November 1, a written recommendation on institutional need for the position to the College President, where the final decision rests. Subsequent to receiving the Dean's recommendation, the President shall receive written consultation from Faculty Council and should meet with the Faculty Council for consultation prior to making a final decision. In the event that the President is not able to meet within the timeline, he shall provide written feedback to Faculty Council. The President's decision on non-reappointment or non-reissuance of contract due to lack of institutional need shall be sent in writing to the appropriate Department Chair(s), the faculty member in the position, and the Chair of the Appointment, Rank, and Tenure Committee on or before November 10.

#### **2.2.5.6 Contracts for Tenured Faculty**

Because of the nature of their relationship with the College, tenured faculty do not receive annual contracts as do tenure-track and titled faculty. On or before March 15, tenured faculty members shall be provided letters of appointment stating the terms and conditions of appointment for the ensuing academic

year as specified in Section 2.2.2. Acknowledgment of receipt of the letter of appointment should be received by the Dean of the Faculty on or before April 15.

If the terms and conditions of the letter of appointment for the coming year contain specific changes from the previous year's appointment which the faculty member questions, the faculty member may submit a written request for reconsideration to the President on or before April 1. The President shall review the request in a joint meeting of the faculty member and the Dean of the Faculty; the President shall inform the faculty member in writing of the final disposition. This process shall be completed on or before April 15.

## **2.2.6 Types of Appointments**

Appointments of faculty are of five types: regular, shared, joint, transitional, and reduced load.

### **2.2.6.1 Regular Appointment**

Regular appointment refers to either a full-time or part-time term, a tenure-track, or a tenure contract held by one person.

### **2.2.6.2 Shared Appointment**

Shared appointment refers to part-time tenure-track or tenure contracts held by two people, each designated half-time in a single authorized position. For the purposes of salary determination, promotion, tenure, performance assessment, and other personnel matters, individuals holding shared tenure-track, or tenure appointments shall be subject to the policies and procedures applicable to faculty on regular appointments. Shared appointments shall be initially approved by the President, after receiving and considering recommendations from the Dean of the Faculty, the Appointment Rank and Tenure Committee, and the appropriate Department Chair(s). Such appointments shall be made only when the credentials of the faculty members and the needs of the degree or program area so justify.

If one of the individuals holding a shared tenure-track appointment is not reappointed or is denied tenure in the final year of eligibility, the shared appointment automatically expires. If, after tenure is granted, one of the individuals holding a shared appointment dies, resigns, retires, becomes permanently disabled, is dismissed, or is terminated in accordance with policies on separation, the other individual's appointment continues at half-time. This half-time designation may be increased if approved by the President after receiving and considering the recommendation from the Dean of the Faculty who must consult with the Faculty Council in developing such a recommendation.

### **2.2.6.3 Joint Appointment**

Joint appointment refers to either a full-time or part-time term, a tenure-track, or a tenure contract held by one person with specific contractual designation in more than one program area. Such appointments shall be made only when the credentials of a faculty member and the needs of each degree or program area so justify. For the purposes of performance evaluation and other personnel matters, individuals holding joint appointments shall be assigned by the President, after receiving and considering recommendations from the Dean of the Faculty and the appropriate Department Chairs, to one program area as determined by the percentage of work load or level of responsibility.

#### **2.2.6.4 Transitional Appointment**

Transitional appointment is used to help tenured faculty move into retirement by requesting a reduced work load. Tenured faculty can apply for a transitional appointment if they are eligible for retirement under FICA or participate in any existing College-approved Early Retirement Program. To maintain full-time status, a faculty member on transitional appointment must provide five-sevenths in contractual services to the College, of which at least four-sevenths must be categorized as teaching equivalencies (Section 2.5.2.6.3). Salary shall be adjusted in proportion to the amount of reduction in contractual services.

A faculty member seeking a transitional appointment shall submit a request to the Dean of the Faculty far enough in advance to allow the College reasonable time to arrange for replacement(s), if necessary. Transitional appointments shall be approved by the President, after receiving and considering recommendations from the Dean of the Faculty, the Appointment, Rank, and Tenure Committee, and the appropriate Department Chair. Specific provisions governing transitional appointments shall be stated in written agreements signed by appointees and incorporated into contracts of employment.

#### **2.2.6.5 Reduced Load Appointment**

Reduced load appointment allows full-time academic faculty to reduce, for a specified time period, the level of their contractual services due to significant professional obligations (e.g. serving as an officer of a professional organization or journal editor) or extenuating circumstances justifying a reduced load. To maintain full-time status, a faculty member on reduced load must provide five-sevenths in contractual services to the College, of which at least four-sevenths must be categorized as teaching equivalencies (Section 2.5.2.6.3). Salary shall be adjusted in proportion to the amount of reduced load. Tenure, rank, and base salary adjustments shall be retained by faculty who hold a reduced load appointment.

A faculty member seeking a reduced load appointment shall submit a request to the Dean of the Faculty far enough in advance to allow the College reasonable time to arrange for replacement(s), if necessary. The request for reduced load appointment shall include a rationale for the reduced load and specification of the duration (number of years) for which the appointment is sought. A reduced load appointment shall be approved by the President, after receiving and considering a recommendation from the Dean of the Faculty. In developing this recommendation, the Dean shall consult with the appropriate Department Chair(s) and the Appointment, Rank, and Tenure Committee. Specific provisions governing reduced load appointments shall be stated in written agreements signed by appointees and incorporated into contracts of employment.

### **2.3 Academic Faculty Recruitment**

#### **2.3.1 Appointee Considerations**

The College seeks to recruit and hire faculty who

- a. demonstrate willingness to accept and support the mission and goals of the College (Mission Statement of Wartburg College Appendix);
- b. meet the qualifications specified in the position description;
- c. demonstrate the potential to meet applicable criteria of successful faculty performance (Section 2.7).

Immediate members of the same family are permitted to hold faculty positions at the College.



### **2.3.2 Search Procedures for Academic Faculty**

When the President authorizes a search for a new academic faculty member, the procedures developed by the Dean of the Faculty in consultation with the Appointment, Rank, and Tenure Committee and approved by the Affirmative Action Officer shall be employed. Those procedures are contained in the Academic Faculty Search Procedures Appendix.

### **2.3.3 Affirmative Action, Equal Opportunity and Nondiscrimination in Hiring**

Wartburg College is an affirmative-action and equal-opportunity institution. The College is committed to a policy of nondiscrimination in hiring faculty, especially with regard to age, gender, physical ability, race, national or ethnic origin, sexual orientation, marital status, veteran status, or creed. In its hiring practices, the College encourages applications from women and minorities, considers applications on the basis of applicants' achievements and promise as faculty, and exercises flexibility in evaluating experience requirements for positions.

As a college of the Evangelical Lutheran Church in America (ELCA), Wartburg seeks candidates who have an appreciation and understanding for working within a church-related college. The College reserves the right to identify specific positions in the Religion Department or as Administrative Faculty for which religious preference is a consideration in appointment. All applicants for faculty positions shall demonstrate willingness to accept and support the mission and goals of the College (Section 2.3.1).

### **2.3.4 Orientation**

The Dean of the Faculty shall have the primary responsibility for orientation of first-year faculty appointees to the policies, regulations, and procedures of the College. Such orientation shall include faculty members being provided a copy of this *Faculty Handbook*.

Throughout the first year of service, new faculty shall participate in orientation sessions which are arranged by the Dean of the Faculty and focus on the following specific topics:

- a. Governance and Committee Structure (Sections 1.5 to 1.8);
- b. Faculty Rights and Professional Conduct (Section 2.4);
- c. Faculty Duties and Responsibilities (Section 2.5);
- d. Academic programs and Advising;
- e. Admissions, Registrar, and Student Life Policies and Procedures;
- f. Personnel Files and Faculty Evaluation (Sections 2.6 and 2.7);
- g. Faculty Development (Section 2.8);
- h. Compensation, Benefits, and Leaves (Section 2.9);
- i. Separation and Grievance Procedures (Sections 2.10 and 2.11).

In conducting these orientation sessions, the Dean of the Faculty may invite other faculty, directors and administrators, as appropriate, to participate.

### **2.3.5 Prior Service Credit**

After receiving and considering recommendations from the search committee and the Appointment, Rank, and Tenure Committee, the Dean of the Faculty may award credit toward fulfillment of tenure and/or promotion eligibility for faculty appointed to tenure-track positions. The decision to grant prior service credit shall take into account the relevancy of the prior service to the College's needs, the type of

institution(s) at which service was provided, and the nature of the position being filled by the appointee. Evidence as to the quality of the prior service shall be entered into the individual's permanent personnel file by the Dean of the Faculty. A maximum of two years of prior service credit may be awarded; exceptions to this maximum may be approved by the President after receiving and considering a recommendation from the Dean of the Faculty who must first consult with the Appointment, Rank and Tenure Committee (see also Section 2.7.7.2). The amount of credit awarded shall be stated in the initial contract of employment. An exception may also be made in the case of Special Searches (See Section 2.7.7.2.1).

### **2.3.6 First Year Expectations**

Faculty in their first year of service should concentrate on developing their assigned courses and performing effectively as a teacher. In order to assist first-year faculty in this regard, they shall be exempt from formal academic advising assignments, service on institutional committees, and service on standing faculty committees during their initial year. Exceptions to this policy may be granted by the Dean of the Faculty in cases where prior service credit has been awarded to a new faculty member. Department Chairs should monitor the workload assignments and expectations of first-year faculty and suggest appropriate adjustments to the Dean of the Faculty if circumstances warrant.

## **2.4 Faculty Rights and Professional Conduct**

This section describes the rights and responsibilities of faculty with respect to their conduct as professionals. No set of rules or professional code can either guarantee or take the place of a faculty member's personal integrity. As professionals, faculty and administrators alike have a stake and interest in fostering a working environment that is collegial and cooperative. Further, faculty should be familiar with and abide by the prevailing ethical standards of their discipline(s) or professional organization(s).

Faculty shall conduct themselves in accordance with the mission and goals of the College (Mission Statement of Wartburg College Appendix) as well as the professional standards described in this *Faculty Handbook*.

### **2.4.1 Statement on Academic Freedom**

Wartburg College affirms and supports the following principles of academic freedom as set forth by the American Association of University Professors in the "1940 Statement of Principles of Academic Freedom and Tenure" (*AAUP Policy Documents and Reports*, the current edition (9<sup>th</sup>, 2001) as stated here verbatim:

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.

- (a) Teachers are entitled to full freedom of research and in the publication of results, subject to the adequate performance of other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

- (b) Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their 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) College and university teachers are citizens, members of a learned profession and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they 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 they are not speaking for the institution.

#### **2.4.2 Statement on Professional Ethics**

Wartburg College affirms and supports the following "Statement on Professional Ethics" as set forth by the American Association of University Professors (*AAUP Policy Documents and Reports*, the 2009 revision and stated here verbatim:

- I. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment when using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests never seriously hamper or compromise their freedom of inquiry.
- II. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
- III. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates, even when it leads to findings and conclusions that differ from their own. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
- IV. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

- V. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

### **2.4.3 Nondiscrimination Practices**

Faculty shall act in accordance with the principles of nondiscrimination as described in this Faculty Handbook. The College is committed to a policy of nondiscrimination in personnel decisions such as salary administration, assignment of responsibilities, appointment to academic rank, reappointment, tenure and promotion, awarding faculty development grants, leaves, and retirement. Such decisions shall be made without prejudice with respect to age, disability, race, national origin, color, religion, sex, genetics, gender identity, sexual orientation, or creed. Faculty who believe that they have been victims of discrimination may seek redress through the established grievance procedures (Section 2.11). Retaliation is prohibited against a person who files a complaint of discrimination.

As an institution of the ELCA, the college reserves the right to impose qualifications based on religion if such qualifications are related to a bona fide religious purpose and are otherwise permitted by law.

The college will make reasonable accommodations to allow faculty with disabilities to perform the essential functions of their positions, as long as doing so would not impose an undue hardship on the college. A faculty member who believes they need accommodation should contact their department chair or the Dean of the Faculty.

#### **2.4.3.1 Affirmative Action**

In their role as members of search committees, faculty shall comply with the College's Affirmative Action policies and procedures (see Academic Faculty Search Procedures Appendix).

#### **2.4.3.2 Sexual Misconduct**

Wartburg College is committed to providing a learning, working, and living environment free from all forms of Sexual Misconduct including, but not limited to, sex-based harassment, non-consensual sex acts, non-consensual sexual touching, and sexual exploitation. Wartburg College considers sexual discrimination in all forms to be a serious offense. It will not be tolerated. The college is dedicated to educating all students, faculty and staff regarding all forms of sex discrimination and to preventing sexual misconduct. Any conduct in violation of this policy will be treated using established college procedures. Wartburg College encourages persons who have experienced any form of sexual harassment or sexual misconduct to report the incident promptly, to seek all available assistance, and where appropriate, to report the incident to local law enforcement. It is also a violation of this policy to engage in retaliation against another for exercising his/her rights under this policy.

Members of the Wartburg College community, guests and visitors have the right to be free from sexual discrimination and misconduct. All members of the community are expected to conduct themselves in a manner that does not infringe upon the rights of others. The Wartburg College Sexual Misconduct and Discrimination Policy has been established to reaffirm these principles and to provide guidelines in reporting and recourse for those individuals whose rights have been violated. The purpose of the policy is

to promote compliance with campus, state and federal regulations; to allow for behavior that is inconsistent with the Wartburg College policies to be appropriately reported, investigated, and sanctioned; and to educate all members of the College community about implications and consequences of this inappropriate behavior.

The policy covers conduct that occurs on Wartburg Campus and all Wartburg sponsored programs and events. The policy also covers prohibited conduct that initially occurs off-campus when students or employees experience continuing effects of the off-campus acts in the educational or work setting. The policy covers conduct perpetrated by faculty, staff, students, and third parties.

#### **2.4.3.2.1 Statement of Non-Discrimination**

Wartburg College does not discriminate on the basis of race, color, national origin, creed, sex, age, religion, sexual orientation, gender identity, or disability in admission, or employment including programs, benefits, and activities. Wartburg College complies with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments Acts of 1972, the Age Discrimination in Employment Act of 1975, and Section 504 of the Rehabilitation Act of 1973. To ensure compliance with these and other federal and state civil rights laws, Wartburg College has developed policies and procedures that prohibit sex discrimination in all forms.

Faculty are also concerned that the principles of academic freedom as set forth in Section 2.4.1 of this *Faculty Handbook* not be compromised. Accordingly, faculty are expected and allowed to exercise professional judgment in determining appropriate course content and methods of presentation of material to protect academic freedom both for themselves and for students.

#### **2.4.3.2.2 Sexual Misconduct Policy**

Faculty are bound by the college policy regarding sexual harassment, presented as an exhibit in this handbook, and available in its most current version from the Human Resources office. This policy includes information on the role of the Title IX coordinator, definitions of sexual misconduct and discrimination, reporting, and investigation procedures. In cases where faculty are subject to formal action as described in section (h) of the “Investigation Procedures”, this action will be taken by the Dean of the Faculty and may include any appropriate sanction up to and including dismissal as described in section 2.10.4.2.d.

### **2.4.4 Dual Relationships**

A dual relationship is one in which a faculty member has both a professional and a romantic and/or sexual relationship with a student to whom the faculty member is not married. Even when such relationships appear to be mutually consensual, the inherent inequality of power and status between faculty and students can easily create unacceptable conflicts of interest. Hence, faculty should never establish dual relationships with any current Wartburg students and such relationships are expressly prohibited. Such relationships violate professional codes of ethics and compromise student respect for the faculty as a group. Faculty involved a romantic or sexual relationship with a student shall be subject to disciplinary actions up to and including dismissal.

In cases where faculty may be in the position of teaching or supervising their spouse, faculty shall comply with the provisions of Section 2.4.6, Conflict of Interest. In cases of a preexisting relationship (a relationship that began before the student enrolled at Wartburg), the faculty member shall consult the Dean of the Faculty.

In cases where faculty may be in the position of teaching or supervising their spouse, faculty shall comply with the provisions of Section 2.4.6, Conflict of Interest.

#### **2.4.5 Bias, Hate Acts, Hate Crimes, Discrimination, and Harassment**

“The Wartburg College community is committed to creating and maintaining a mutually respectful environment that recognizes and celebrates diversity among all students, faculty, and staff. Wartburg values human differences as an asset, works to sustain a culture that reflects the interests, contributions, and perspectives of members of diverse groups; and delivers educational programming to meet the needs of diverse audiences. We also seek to instill those values, understandings and skills to encourage leadership and service in a global multicultural society” ([Wartburg College Diversity Statement](#)).

As such, members of the Wartburg College community, as well as guests and visitors, have the right to protection from bias, hate acts, hate crimes, discrimination, and harassment. All members of the College community are expected to conduct themselves in a manner that does not infringe upon the rights of others. The policies outlined herein (section 2.4.5) have been established to reaffirm these principles and to provide guidelines in reporting and recourse for those individuals whose rights have been violated. The policy is designed to promote compliance with campus, state, and federal regulations; to allow for appropriate reporting, investigation, and sanctioning of behavior that is inconsistent with Wartburg College policies; and to educate all members of the College community about the implications and consequences of this inappropriate behavior. The policy covers conduct that occurs on the Wartburg campus and any Wartburg-sponsored programs or events. The policy also covers prohibited conduct by faculty members that initially occurs off-campus when students or employees experience continuing effects of the off-campus acts in the educational or work setting. The policy covers offenses perpetrated by faculty against College employees, students, and third parties.

Wartburg College considers the following protected classes in relationship to this policy: age, color, creed, disability, gender identity/expression, genetic information, pregnancy, national origin, race/ethnicity, religion, sex, sexual orientation, political affiliation, or veteran status. (These will be referred to as “protected classes” in the following section.)

The College encourages its employees, students, and visitors to report any incident of possible bias, hate, discrimination, or harassment to the College’s [insert] or via the electronic [our reporting form], except in the case of sexual harassment and sexual misconduct, which must be reported to the Title IX Coordinator via the reporting methods outlined on the website <https://www.wartburg.edu/title-ix>. Per federal law, cases of sexual harassment and sexual misconduct involving a faculty member will be adjudicated in accordance with the Title IX policy, not in accordance with Section 2.4.5 of the Faculty Handbook.

The policies described herein (Section 2.4.5) were designed not to limit the legitimate exercise of academic freedom, but rather to achieve and maintain the common good for all campus community members (Section 2.4.1). Faculty members shall comply with these policies; non-compliance may be subject to sanctions per Section 2.10.4.

### **A. Bias**

A bias incident is a verbal, written, or physical behavior that threatens, intimidates, or marginalizes individuals or groups motivated by bias against a protected class (age, color, creed, disability, gender identity/expression, genetic information, pregnancy, national origin, race/ethnicity, religion, sex, sexual orientation, political affiliation, or veteran status). In identifying a bias incident, the focus is on behavior that harms an individual (or individuals) of the Wartburg College community.

### **B. Hate Acts and Hate Crimes**

A hate act involves violence and/or actions that incite violence against a perceived or actual member or group of members of a protected class, with the intent of harassing or intimidating those individuals or groups.

A hate crime is a bias-motivated crime against a perceived or actual member or group of members of a protected class. Hate crimes are defined by federal and state governments.

### **C. Discrimination and Harassment**

Discrimination occurs when an individual or group is treated negatively due to perceived or actual membership in a protected class.

Harassment occurs when unwelcome conduct based on an individual's or group's membership or perceived membership in a protected class interferes with the educational or work environment. It includes verbal, visual, or physical conduct that has become so severe and pervasive that it has the purpose or effect of unreasonably interfering with an individual's or group's work or educational performance or creating an intimidating, hostile, or offensive working or educational environment. Quid pro quo harassment occurs when employment, pay, benefits, title, position, or other opportunities for advancement or training are conditioned on the submission to unwelcome advances, whether explicit or implicit.

### **D. Examples**

Prohibited conduct may occur through:

- Oral expression and/or physical gestures or actions;
- Notes, letters, or other forms of written communication distributed via the United States Postal Service, campus mail, or otherwise made visible to the public;
- Phone calls, phone messages, or other forms of electronic verbal communication;
- E-mail, text messages, instant messaging, social networks, or other means of electronic communication.

Examples of prohibited conduct include, but are not limited to:

- Making offensive or derogatory remarks;
- Telling racist or sexist jokes about another person's age, color, creed, disability, gender identity/expression, genetic information, pregnancy, national origin, race, religion, sex, sexual orientation, political affiliation, veteran status, or membership in another protected class;
- Degrading another member of the Wartburg community;
- Deliberate humiliation on the basis of one of Wartburg's protected classes;
- Interference with the life or work of an individual with a disability;
- Repeated, unwanted proselytizing or desecration of religious articles or places;
- Using racial, ethnic, or other slurs toward another member of the Wartburg community;
- Drawing or creating pictures that stereotype or denigrate someone because of their association (real or perceived) with one of Wartburg's protected classes;
- Racist or derogatory graffiti, images, or drawings;
- Vandalizing the personal property of another member of the Wartburg community.

Behaviors not specifically identified may be in violation of this policy.

#### **2.4.6 Plagiarism**

For the purpose of this policy, plagiarism is defined as using the ideas, methods, or works of another, without acknowledgment and with the intention that they be taken as the work of the deceiver. Faculty shall conduct themselves in accordance with the following precepts regarding plagiarism, as set forth by the American Association of University Professors (*AAUP Policy Documents and Reports*, the current edition (9<sup>th</sup>, 2001) and stated here verbatim:

Every professor should be guided by the following:

1. In his or her own work, the professor must scrupulously acknowledge every intellectual debt-for ideas, methods, and expressions-by means appropriate to the form of communication.
2. Any discovery of suspected plagiarism should be brought at once to the attention of the affected parties and, as appropriate, to the profession at large through proper and effective channels-typically through reviews in or communications to relevant scholarly journals.
3. Professors should work to ensure that their universities and professional societies adopt clear guidelines respecting plagiarism, appropriate to the disciplines involved, and should insist that regular procedures be in place to deal with violations of those guidelines. The gravity of a charge of plagiarism, by whomever it is made, must not diminish the diligence exercised in determining whether the accusation is valid. In all cases the most scrupulous procedural fairness must be observed, and penalties must be appropriate to the degree of offense.
4. Scholars must make clear the respective contributions of colleagues on a collaborative project, and professors who have the guidance of students as their responsibility must exercise the greatest care not to appropriate a student's ideas, research, or presentation to the professor's benefit; to do so is to abuse power and trust.
5. In dealing with graduate students, professors must demonstrate by precept and example the necessity of rigorous honesty in the use of sources and of utter respect for the work of others. The same expectations apply to the guidance of undergraduate students, with a special obligation



to acquaint students new to the world of higher education with its standards and the means of ensuring intellectual honesty.

### **2.4.7 Conflict of Interest**

As professionals who serve in a variety of roles, faculty must be sensitive to situations involving a conflict of interest on their part. While not always immediately evident or even avoidable, a conflict of interest exists whenever an individual faculty member's personal interests and potential gain come into conflict with or otherwise compromise the integrity and interests of students, colleagues, and other College personnel and procedures. Since conflicts of interest are sometimes difficult to recognize, faculty should discuss situations involving potential conflict of interest with their Department Chair and, as may be reasonable, their colleagues. Within reason, faculty have a professional responsibility to avoid placing themselves in situations of conflict of interest.

Examples of conflict of interest include, but are not limited to

- a. teaching, supervising and/or participating in decisions affecting an immediate family member;
- b. casting a vote in committee deliberations regarding proposals or actions which lead to a direct personal benefit, as in awarding faculty development funds;
- c. accepting remuneration for consulting services or conducting clinics while representing the College in an official capacity (rather than serving as an independent contractor of services, Section 2.4.7);
- d. adopting one's own book or other teaching aids which would entail accepting royalties as personal income;
- e. teaching at another academic institution, business or agency without written prior approval of the Dean of the Faculty (Section 2.4.7);
- f. making personal use of College resources and facilities for the production of copyrightable or patentable materials;
- g. using students, without recompense of salary or academic credit, for work on behalf of an outside agency;
- h. using the College's name, facilities, or equipment for personal purposes, or for which the faculty member receives remuneration for private gain;
- i. making personal use of College resources to support political candidates or non-profit organizations even though not for remuneration;
- j. purchasing major equipment, instruments, or supplies for College teaching or research from a private firm with which the employee is affiliated or receives personal benefits or rewards.

When faculty believe that they are in a position of conflict of interest, they shall provide written notification of the circumstances and any proposed resolution to their Department Chair and the Dean of the Faculty. Following consultation with the Department Chair (or a senior member of the department, if the conflict involves the Chair), the Dean shall render a judgment regarding how best to resolve the conflict. A statement of the conflict of interest as well as the Dean's proposed resolution shall be provided in writing and entered into the Permanent Personnel File of the faculty member. Faculty shall abide by this judgment, unless they wish to file a grievance over the decision with the Faculty Review Committee, in which case policies and procedures governing the grievance process shall apply (Section 2.11).

### **2.4.8 Outside Employment**

Outside employment by full-time academic faculty is permitted under the condition that it does not

detract from fulfillment of faculty duties and responsibilities or significantly interfere with delivery of instruction of students. Such employment may include part-time teaching at another institution or agency, consulting, or conducting clinics.

Outside employment which involves class absence(s) or a commitment of more than three days of employment in a single academic term requires prior notification and approval of the Dean of the Faculty. Permission to accept outside employment shall be verified in writing by the Dean and entered into the permanent personnel file of the faculty member. Before making a decision about an outside employment request, the Dean may consult with the faculty member's Department Chair and/or the Appointment, Rank, and Tenure Committee. If such employment involves absence from regularly scheduled classes, then the faculty member shall inform his/her Department Chair of this absence and make suitable substitute arrangements for the class meeting(s) missed.

### **2.4.9 Honoring Confidentiality**

In their various roles (e.g. as teachers, advisers, and committee members), faculty shall exercise reasonable judgment in honoring the confidentiality of information shared and used with the understanding that it is to be treated as confidential. As professionals, faculty should keep informed as to the limits and provisions of confidentiality regarding information and activities with which they have contact.

### **2.4.10 Institutional Policies on HIV/AIDS**

Faculty shall comply with the published institutional policies and guidelines regarding students and employees who are HIV positive or have an AIDS defining illness. These are provided in the AIDS and HIV Positive Policy Statement and Guidelines Appendix.

### **2.4.11 Institutional Policies on Drug Free Environment**

Faculty shall comply with the published institutional policies and guidelines regarding maintenance of a drug-free environment. These are provided in the Drug Free Environment Statement Appendix.

### **2.4.12 Institutional Policies Regarding OSHA Safety Requirements**

Faculty shall comply with the published institutional policies and guidelines regarding workplace safety requirements as specified by the Occupational Safety and Health Act (OSHA) The policy statement on environmental and occupational safety is provided in the Wartburg College Environmental and Occupational Safety Program Appendix. The medical and first aid plan is shown as an exhibit.

### **2.4.13 Institutional Policy on Smoking**

Smoking is prohibited inside Wartburg College buildings, vehicles, or anywhere on college grounds, according to the Iowa Code.

### **2.4.14 Intellectual Property Rights**

#### **2.4.14.1 General**

Wartburg College is committed to providing an environment that supports the teaching and research activities of its faculty, students, and staff. As a matter of principle and practice, the College encourages all members of the Wartburg community to publish without restriction their papers, books, and other

forms of communication in order to share openly and fully their findings and knowledge with colleagues and the general public. This policy is intended to promote and encourage excellence and innovation in scholarly research and teaching by identifying and protecting the rights of the College, its faculty, staff, and students.

Copyright ownership and the rights thereto are concepts defined by federal law. College policy is structured within the context of the federal copyright law. The long-standing academic tradition that creators of works own the copyright resulting from their research, teaching, and writing is the foundation of the College's intellectual property rights policy. Exceptions to this rule may result from contractual obligations, from employment obligations, from certain uses of College facilities, or by agreement governing access to certain College resources. This policy addresses these exceptions.

#### 2.4.14.2 Copyrightable Material

The following types of material may be subject to copyright: books, journal articles, texts, bibliographies, study guides, laboratory manuals, syllabi, tests, proposals, lectures, musical or dramatic compositions, unpublished scripts, films, film strips, charts, transparencies, and other visual aids, video and audio tapes and cassettes, live video or audio broadcasts, programmed instruction materials, and computer programs. Other material may also be subject to copyright.

#### 2.4.14.3 Ownership

It is traditional at Wartburg and other colleges and universities for books, articles and other copyrightable materials by a faculty or staff member to be deemed the property of the creator, who is considered to be entitled to determine how the works are to be disseminated and to keep any income they produce. This applies to books written, or other material produced, on campus or off, during a term of teaching, vacation, sabbatical, or faculty fellowship, with normal use of office space, library, and computer resources, but with no other direct College assistance. In recognition of that long-standing practice, the College disclaims ownership of works by faculty, staff, and students, except in the following cases:

- a. **Assigned Tasks:** Ownership of copyrightable material developed as a result of assigned College duty resides with Wartburg College.
- b. **Outside Agreements:** When copyrightable material is developed through a sponsored grant or contract, the special provisions contained in that grant or contract must prevail. In the absence of such special provisions, the normal College policy applies.
- c. **Significant Use of Wartburg-Administered Resources:** When the development of copyrightable materials is significantly assisted by the use of College facilities, resources, or personnel, the College is entitled to a share of any royalty income pursuant to this Policy. For these purposes, significant use is the use of resources other than those "ordinarily available" to most or all faculty, staff, or students. Such ordinarily available resources include office space, personal office equipment, office computer workstations, library and other general-use information resources, and the means of network access to such resources. Textbooks developed in conjunction with class teaching are excluded from the significant use category, unless such textbooks were developed using Wartburg-administered funds paid specifically to support textbook development. Incidental involvement of students receiving funding from the College is also excluded from the definition of "significant use".

## 2.5 Faculty Duties and Responsibilities

This section describes the duties and responsibilities associated with a full-time academic faculty

appointment. Since teaching is the primary activity of faculty, duties and responsibilities associated with teaching are the most important. In addition, while all ranked academic faculty shall be responsible for remaining involved in some form of scholarship and service activities, the relative amount of time and energy devoted to each is expected to vary with the faculty member's professional goals and expertise (Section 2.7.4.1). Titled academic faculty shall fulfill duties and responsibilities associated with teaching; other areas of duties and responsibilities to be fulfilled shall be specified in their letter of appointment (Section 2.2.2).

### **2.5.1 Professional Development and Growth Activities**

Faculty shall maintain a program of professional development and growth activities associated with teaching, scholarship and service, and directed at achieving higher, more diverse and/or qualitatively different levels of performance. Such activities may include, but are not limited to, redesigning courses, incorporating new or different instructional techniques and strategies into teaching, developing new courses, writing grant proposals, developing new areas of scholarship, attending professional meetings, workshops and conferences, publishing and/or presenting the results of scholarship, earning continuing education credits, and developing skills as an administrator or service provider. A wide variety of professional development activities of faculty are supported by the program of funds, grants, and leaves described in Section 2.8.

### **2.5.2 Teaching**

Facilitating the intellectual growth and development of students through teaching is the major duty and responsibility of faculty; as such, faculty shall be responsible for:

- a. Planning and organizing course material;
- b. Stating course objectives, purposes, and requirements;
- c. Selecting and ordering texts and other supplemental instructional materials;
- d. Delivering instruction to students;
- e. Preparing, administering, and evaluating course work;
- f. Assigning course grades.

These duties shall be performed in accordance with the academic guidelines and procedures established by academic departments, programs, faculty committees, and administrative offices.

#### **2.5.2.1 Office Hours**

Full-time faculty shall establish and inform students of their regular weekly office hours. These hours shall be set in accordance with departmental guidelines and should reasonably satisfy the need for students to contact faculty outside of class meetings. Each term, faculty shall submit a copy of their class schedule and office hours to the Department Chair and Office of the Dean of the Faculty. During advising and registration periods, additional office hours may need to be scheduled.

#### **2.5.2.2 Class Meetings**

The Department Chair shall have responsibility for setting a department's schedule of classes in consultation with individual department members and the Dean of the Faculty.

Faculty shall meet their classes as scheduled (in the Registrar's published schedule of classes) and as punctually as possible. When faculty anticipate not being able to meet their classes as scheduled, they

shall notify their Department Chair of alternate arrangements. Such arrangements may include a substitute instructor, class cancellation, rescheduling the class, or replacement of a class by a substitute activity. Faculty shall report all absences from or cancellations of class to their Department Chair.

When faculty are ill for a brief period of time (a week or less), other qualified staff may assume their teaching responsibilities. If this is not possible, other temporary arrangements (as described above) may be made. When it becomes obvious that a faculty member who is ill will be absent for an extended period of time (more than a week), the Department Chair shall be responsible for requesting that the Dean of the Faculty make arrangements for obtaining a qualified substitute who shall be compensated for his or her temporary services (Section 2.9.3.1.1).

### **2.5.2.3 Course Syllabi**

For each course taught, faculty shall prepare a syllabus which contains the description, student learning outcomes, course requirements, and a general course schedule, including the factors used to determine the final course grade. A syllabus must also include academic dishonesty policies, the Wartburg Honor Code, and the Americans with Disabilities Act (ADA) statement. The basic Wartburg Honor Code is shown below. (See the exhibit list for the Student Senate's current elaborated version of the Honor Code and the ADA statement.) A syllabus should also include the following: attendance policies, office hours, assignments, and due dates for required course work. Each department shall maintain a file of current syllabi for all its courses; as such, faculty are responsible for submitting a copy of course syllabi to their Department Chair at the beginning of each academic term.

#### **Honor Code:**

“Students, faculty, and staff of Wartburg College are expected to demonstrate integrity in all endeavors. Students are expected to adhere to four essential principles:

1. Submit only original work and properly cite ideas of others, including fellow students.
2. Refrain from giving or receiving unauthorized aid on examinations and assignments.
3. Report any act that violates these principles.
4. Ask for clarification if uncertain about the expectations on a particular assignment.

Students are responsible for abiding by these principles and opposing academic dishonesty in all academic endeavors.”

### **2.5.2.4 Testing and Evaluation**

Within a reasonable time following its submission, faculty shall return to students an evaluation of their work, supplying comments, scores and/or grades as appropriate. For one calendar year following the completion of a course, faculty shall maintain appropriate records of student performance in the course as evidence in support of the assignment of final course grades. In the event of separation from the College, faculty shall leave such records with the Department Chair, who shall retain them for one calendar year.

Faculty shall administer final examinations or the final class activity at the Registrar's scheduled time period during final exam week. When a final examination is given in a course, it shall be administered in the time period during final exam week, as scheduled by the Registrar. Any exception to this practice must be approved by the Department Chair and Dean of the Faculty.

### **2.5.2.5 Reporting of Grades**

Faculty shall provide mid-term "early alert" course performance reports in accordance with the Registrar's guidelines. Unless prior, alternative arrangements have been made with the Registrar, final course grades shall be submitted on or before the deadline established and announced by the Registrar.

### **2.5.2.6 Faculty Workload**

Although academic faculty have basic responsibilities in teaching, scholarship, and service, the workload is assigned in terms of teaching equivalencies and may include approved release from teaching (Section 2.5.2.6.4). These assignments shall be established through consultation with the appropriate Department Chair(s) and faculty committee(s), and they require the approval of the Dean of the Faculty. Effective with contracts issued for the 1994-95 academic year, written specifications of workload is provided in each faculty member's contract (Section 2.2). Specific teaching assignments for faculty are established by the Department Chair in consultation with department members and the Dean of the Faculty (Section 2.5.2.2). As used in this Section, the term "course" shall mean the equivalent of a full 1.0 course credit offering.

#### **2.5.2.6.1 Ranked Academic Faculty**

The teaching assignment for full-time ranked faculty shall be the equivalent of seven (7) courses in an academic year following a schedule of three (3) courses in fall and winter terms and one (1) course in May term. With the approval of the Department Chair and Dean of the Faculty, a faculty member may teach a different schedule. The teaching assignment for part-time ranked faculty in a shared appointment shall be a minimum of three (3) courses in an academic year.

#### **2.5.2.6.2 Titled Academic Faculty**

The teaching assignment for full-time titled academic faculty shall be the equivalent of seven (7) courses in an academic year or three (3) courses in a fall or winter term. The teaching assignment for part-time titled academic faculty shall be less than five (5) courses in an academic year, or two (2) courses in a fall or winter term.

#### **2.5.2.6.3 Determination of Teaching Equivalencies**

The Dean of the Faculty, after receiving and considering the recommendation of the appropriate Department and in consultation with the Faculty Council, shall determine teaching equivalencies for workload assignments according to the following considerations:

- a. the number of student contact hours and extent of faculty preparation required;
- b. the number of student course credits generated;
- c. curricular requirements in effect, such as internships, practicums, and field experiences;
- d. standards promulgated by accrediting agencies, professional organizations, or disciplinary bodies;
- e. responsibility for organized instructional activities.

A description of approved teaching equivalencies shall be written, published, and updated by the Dean of the Faculty at least every three years and incorporated by reference into this *Faculty Handbook*.

#### **2.5.2.6.4 Releases from Teaching**

Any release from teaching to perform administrative or other specified duties shall be approved by the Dean of the Faculty following consultation with the faculty member receiving the release and the

appropriate Department Chair(s). The Dean of the Faculty shall annually review all approved releases with the Faculty Council.

#### **2.5.2.6.5 Minimum Class Sizes**

In order for faculty to receive the assigned workload credit, a course must enroll a minimum of six students (exclusive of auditors). The final decision to allow less-than-minimum-class-size courses to be offered rests with the Dean of the Faculty. Exceptions to this minimum should be allowed for courses which are offered on an alternate year basis and/or are required for the academic major. In the event that a full-time faculty member's workload is affected by less than minimum enrollment in a course offering, appropriate alternative arrangements shall be negotiated between the Dean and faculty member, in consultation with the Department Chair. The mutual agreement negotiated shall be stated in writing and signed by the Dean and faculty member. If mutual agreement cannot be reached, the final decision rests with the Dean.

#### **2.5.2.6.6 Overloads**

Faculty who teach more than seven (7) courses in an academic year shall seek the prior approval of their Department Chair and Dean of the Faculty for teaching an overload. Approved overloads shall be compensated as described in Section 2.9.1.4.2.

#### **2.5.2.7 Use of Copyrighted Material**

Wartburg College complies with United States copyright law (Title 17, United States Code) and subsequent additions to the law. The law applies to all forms of copying, regardless of location or technology. At the beginning of each academic year, the Dean of the Faculty shall publish the name of the designated campus copyright liaison and the web address for the campus copyright website, which contains current information regarding the use of copyrighted material. Faculty shall be responsible for observing the laws concerning the use of copyrighted material.

#### **2.5.2.8 Software Use**

Wartburg College complies with United States copyright law (Title 17, United States Code and subsequent additions to the law, including the Digital Millennium Copyright Act, Section 512). The law applies to all forms of copying, regardless of location or technology. Information regarding software use can be obtained from the campus copyright website (see the "Digital Copyright" section) or from the Director of Information Technology Services. Faculty shall be responsible for observing the laws concerning the use of copyrighted software.

#### **2.5.2.9 Supervision and Safety**

Faculty shall arrange for adequate supervision of students in classroom, laboratory, and off-campus activities officially related to instruction. Faculty shall also provide instruction in safety procedures to students who are engaged in academic activities where a known potential danger is present. Unsafe conditions of equipment or facilities shall be reported in writing by faculty to the Dean of the Faculty (or an appropriate designee). Guidelines on proposing, organizing and supervising off-campus trips with students are provided in the Off-campus Course Experiences Exhibit.

#### **2.5.2.10 Research Activities with Animal or Human Participants**

Faculty conducting or supervising research with animal or human participants shall abide by applicable

federal and state regulations as well as the prevailing ethical standards for the discipline relevant to the research. These research activities shall be conducted in accordance with the policies and procedures established by the Human and Animal Research Review Committee (Section 1.7.9).

### **2.5.2.11 Independent and Arranged Studies**

Students may request faculty to direct independent or arranged studies. If the faculty member agrees to direct the study, and the Department Chair and the Vice President for Academic Affairs approve, then the student may register for the study. Faculty shall direct no more than two different studies per Fall or Winter/May term. Faculty may offer the same independent or arranged study to more than two students (but less than the minimum class size, Section 2.5.2.6.5) in the same term, but then shall not offer any other such study that term. Additional compensation shall be provided to faculty who direct approved studies (Section 2.9.1.4.2).

## **2.5.3 Scholarship**

Faculty shall maintain active involvement in some form of scholarship as it is broadly defined in Section 2.7.4.3. This may include, but is not limited to, conducting original research leading to publication or presentation; reading and writing to critique, synthesize, integrate, and disseminate original theoretical, or conceptual frameworks; preparing and performing art exhibits, recitals and/or concerts; advancing the understanding and effectiveness of teaching through the application and dissemination of instructional development activities; and using one's expertise to evaluate the effectiveness of services for the sake of disseminating, developing, and enhancing the programs and strategies employed by service organizations or agencies. Many scholarship activities are supported through the funds, grants, and leaves described in Section 2.8.

## **2.5.4 Academic Advising**

Faculty serve as academic advisers to students either by formal assignment or as a natural outcome of classroom contact with students. The responsibilities of faculty with respect to academic advising include, but are not limited to, scheduling office hours to meet advising responsibilities, advising students regarding their performance in classes, assisting students in setting academic goals, informing students of College curriculum requirements, maintaining appropriate records of advising, and providing, as necessary, referrals to appropriate student services.

## **2.5.5 General Education**

Faculty shall be responsible for upholding the institutional requirements for General Education and graduation. Faculty should also find appropriate ways in which to participate in the College's plan of General Education. Faculty who teach courses which have been approved as satisfying general education requirements shall conduct such courses in accordance with the curricular guidelines approved by the faculty and monitored by the Educational Policies Committee.

## **2.5.6 Institutional Service**

### **2.5.6.1 Meetings**

Full-time faculty attend and, as appropriate, participate in scheduled meetings of the faculty, their academic Group and department, and any committee of which they are a member. As a professional courtesy, in the case of unavoidable absences, faculty should notify the Dean of the Faculty, Group Chair,



Department Chair, or Committee Chair as appropriate.

### **2.5.6.2 Recruitment of Prospective Students**

Faculty shall share in departmental responsibilities with regard to assisting in new student recruitment activities. The nature and extent of such involvement by individual faculty shall be established through departmental procedures and guidelines.

### **2.5.6.3 Governance Service**

With their consent and if elected or appointed, full-time faculty shall serve in faculty governance as members of committees or holders of governance positions. Eligibility for and conditions of service on committees or faculty governance positions are described in Sections 1.5, 1.6, and 1.7. All faculty should find appropriate ways in which to participate in the system of faculty governance.

### **2.5.6.4 Professional Service**

Faculty shall be responsible for remaining active in their professional organization(s). Such service may include, but is not limited to, meeting attendance, program and organizational development, leadership, committee and board membership, and professional presentations.

### **2.5.6.5 Attendance at College Ceremonies**

Full-time faculty shall participate in all faculty processions at College ceremonies. Responsibility for providing academic regalia belongs to individual faculty. In case of unavoidable absences, faculty shall notify the Dean of the Faculty in advance when reasonable to do so.

### **2.5.6.6 Administrative Service**

Faculty shall fulfill administrative duties as assigned in their annual contract or letter of appointment and as described in the relevant section(s) of this *Faculty Handbook*.

## **2.5.7 Academic Program Support Activities**

### **2.5.7.1 Curriculum Development**

Faculty shall be responsible for the development of new courses, deletion, or changes in existing courses, initiation of new programs, discontinuance of existing programs, or other program modifications. In such development efforts, faculty shall follow published academic guidelines and procedures as established by the appropriate faculty governance body.

### **2.5.7.2 Assessment**

Faculty shall be responsible for program and general education assessment in accordance with the guidelines and procedures established by the appropriate faculty governance and institutional committees.

### **2.5.7.3 Departmental Resources**

Faculty shall provide assistance to their Chair and colleagues in the development, maintenance, and acquisition of department resources. These resources may include, but are not limited to, laboratory

facilities, instrumentation, equipment and supplies; curriculum materials; teaching aids; audio-visual materials; computer software and hardware. In addition, a faculty member may be assigned (by the Department Chair or Dean of the Faculty) the responsibility of hiring and supervising support staff for their department or program.

### **2.5.7.3 Library Resources**

Faculty shall advise the library staff of acquisitions needed to support their disciplines. Faculty requests for library materials shall follow the procedures established by their department in consultation with the College Librarian.

### **2.5.8 Deadlines**

Faculty shall be responsible for meeting deadlines established for various procedures and duties, as published in this *Faculty Handbook* or announced by the College President, Dean of the Faculty, Registrar, and other administrative offices. Deadlines which fall on a weekend or on a day when the College is not officially open shall automatically advance to the first working day following the deadline date stated in this *Faculty Handbook*.

### **2.5.9 Curriculum Vitae**

Faculty shall be responsible for providing an up-to-date curriculum vitae to the Office of the Dean of the Faculty for inclusion in their permanent personnel file. A sample vitae is provided in the Curriculum Vitae Exhibit.

### **2.5.10 Community Service**

Faculty may wish to be involved in the local community by serving on boards and committees of service organizations or contributing time and effort to schools, religious organizations, and civic groups. Such involvement is at the discretion of the faculty member.

## **2.6 Official Personnel Files**

The official personnel file for each faculty member shall be maintained in locked cabinets in the Office of the Dean of the Faculty. This personnel file shall contain all documents concerning the faculty member's employment which are required to be produced and maintained under the provisions of Chapter 2 of this *Faculty Handbook*. The official personnel file shall consist of three separate sections: the pre-employment file, the permanent personnel file, and the grievance file. The College President and Dean of the Faculty shall have unlimited access to all personnel files.

### **2.6.1 Pre-employment File**

Materials submitted for initial employment, including letters of application and recommendation, shall be maintained in the pre-employment section of the official personnel file; faculty shall not have access to this section of the file. Upon receipt of tenure or separation from the College, the pre-employment file shall be destroyed.

### **2.6.2 Permanent Personnel File**

The permanent personnel file contains the following materials:

- a. Original copies of all contracts of employment;
- b. A current curriculum vitae;
- c. Letters and memoranda related to reappointment, promotion, or tenure application, final judgments, and feedback letters resulting from annual evaluations, promotion, or tenure decisions;
- d. Comprehensive self-assessments, Department Chair and Dean of the Faculty evaluations, including classroom observations, and the Dean's summary report of student ratings of instruction;
- e. Records on benefits, leaves, or awards for faculty development activities;
- f. Memoranda to faculty, written by the Dean of the Faculty, which document either noteworthy accomplishments of or disciplinary warnings to (Section 2.10.7) a faculty member;
- g. Correspondence from the faculty member, including notification of accomplishments, reports on the outcome of faculty development activities, and statements which clarify, correct, or refute comments contained in any document maintained in the permanent file.

Faculty shall have access to their own permanent personnel file at any time during regular business hours. Faculty may request copies, at their own cost, of any material contained therein. Faculty may not remove items from the file or the file itself from the Office of the Dean of the Faculty. Members of the Appointment, Rank, and Tenure Committee shall have access to a faculty member's permanent personnel file (with the exception of salary information) only during the time period associated with carrying out the evaluation of that faculty member.

Faculty members' permanent personnel files are to be treated confidentially by all faculty and administrators (see Section 2.7). This specifically includes documents associated with faculty evaluation (Sections 2.7.4 and 2.7.5) such as the self-assessment, Department Chair evaluation, class observation reports from the Dean, Chair, or member of the Appointment, Rank, and Tenure Committee, and feedback letters from the Dean.

Since faculty have the right to copies of material in their own permanent personnel files, they may choose to share copies of such materials with other professionals for the purpose of obtaining advice and consultation regarding personnel matters. Colleagues who receive copies and those who share them are bound by the policies on confidentiality (Section 2.4.8). Breach of confidentiality constitutes a clear violation of the *Faculty Handbook*.

### **2.6.3 Grievance File**

Materials submitted in the process of filing an official grievance (Section 2.11) shall be maintained in a separate grievance file to which only the faculty member, the Faculty Review Committee, the Dean of the Faculty, and College President shall have access. Faculty may submit, as part of their grievance file, copies of documents which are maintained in their permanent personnel file and which the grievant deems relevant to his or her grievance.

### **2.6.4 Purge Procedure**

Faculty members may enter statements in the official personnel file which clarify, correct, or refute material therein, and such statements shall be attached to the applicable documents in the file. Faculty members seeking to purge their official personnel files of any documentation shall make written request to the Dean of the Faculty, including specific reasons for the purging. The Dean shall consult with the Appointment, Rank, and Tenure Committee prior to rendering a decision on the request to purge.

### **2.6.5 Maintenance of Files**

Official personnel files shall be maintained in hard copy during the entire duration of a faculty member's employment. Following separation for any reason, personnel files shall be permanently maintained in locked files in the College archives, but not necessarily in hard copy.

### **2.6.6 Faculty Evaluation File**

The Faculty Evaluation File consists of the documentation gathered in preparation for faculty evaluation (Sections 2.7.3, 2.7.4, and 2.7.5). It includes the Professional Portfolio (and its associated materials) and the Department Chair evaluation. The evaluation file, along with the contents of the permanent personnel file, are examined by the Dean and members of the Appointment, Rank, and Tenure Committee as required by the policies and procedures described in Section 2.7.

After the faculty evaluation has been completed, the professional portfolio is returned to the faculty member. Copies of the self-assessment, Department Chair evaluation, and classroom observation reports are entered into the Permanent Personnel File. The Professional Portfolio itself shall not be considered part of the permanent personnel file. Responsibility for maintaining materials submitted in the Professional Portfolio rests exclusively with the faculty member (Section 2.7.4).

## **2.7 Faculty Evaluation**

The faculty evaluation system described here is designed to serve two important purposes:

1. to encourage peer and self-appraisal as well as professional development and improvement, and
2. to provide a sound basis for making important personnel recommendations by the Dean of the Faculty and the Appointment, Rank, and Tenure Committee.

The evaluation system is designed to encourage peer and self-appraisal as well as foster professional development through its emphasis on faculty goal-setting and the achievement of stated goals, its opportunities for using peers as a support to faculty in preparing the Professional Portfolio, and its focus on providing specific, constructive feedback on performance. Evaluation provides faculty the occasion to reflect on their own performance and professional goals, to receive constructive feedback about these, and to plan professional development and self-improvement activities accordingly.

As a system for supporting sound personnel recommendations about reissuing contracts, renewing tenure-track appointments, and granting tenure or promotion, it defines the criteria, evidence, and standards used in making these recommendations, and it takes a comprehensive approach to the documentation and assessment of faculty performance. Given the diverse nature of activities performed by faculty, evaluation needs to be based on multiple sources of evidence and such evidence needs to be examined with due regard for the professional goals of the faculty member and the overall balance of his or her responsibilities.

All academic faculty undergo some type of periodic examination of their performance as described by the applicable sections below. In the case of titled and tenure-track faculty, as well as faculty who stand for promotion, evaluation serves the two purposes of encouraging continued professional development and making a personnel recommendation. For tenured faculty not seeking promotion, the developmental review serves the sole purpose of providing feedback useful for continued professional development (Section 2.7.9).

The responsibility for making personnel recommendations to the College President rests with the Dean of the Faculty and the Appointment, Rank, and Tenure Committee; these recommendations shall be based on the Dean's and Committee's judgment of the degree to which the applicable performance standards have been met by the faculty member as evidenced by the documentation submitted (Sections 2.7.4 and 2.7.5) and contained in the Permanent Personnel File (Section 2.6.2). In accordance with the policies and procedures described in this Section, the authority for final judgments in all term contract, reappointment, and promotion decisions shall rest with the College President. The granting of tenure requires approval of the Board of Regents, based on the President's recommendation. At the end of each academic year, the President shall report all other personnel decisions to the Board of Regents.

To preserve the integrity of the evaluation process, those who are involved in it are expected to conduct themselves in accordance with the standards of professionalism and confidentiality as set forth in Sections 2.4 and 2.6.2.

### **2.7.1 Summary and Definitions**

Tables 1 and 2 give an overview of the primary components and deadlines used in faculty evaluation. Key terms and phrases used in the following summary of the evaluation system are briefly defined in the material below and the sections that follow:

This faculty evaluation system makes use of a professional portfolio in which faculty assemble documentation relevant to the various performance categories. This documentation is presented as evidence that the faculty member is achieving the applicable performance standards for the type of personnel recommendation being made as well as his or her stated professional goals. Included in the professional portfolio are a self-assessment, summaries of student ratings, and classroom observation reports. Faculty have the option of using a Mentor or Peer Panel to assist them in preparing their portfolio. Another component of the evaluation process is the Department Chair's evaluation which provides documentation of the degree to which the faculty member is achieving the applicable performance standards and their professional goals. As detailed in later sections, all academic faculty -- tenure-track, tenured, and titled -- periodically undergo an evaluation or review using some or all of these components. All personnel recommendations to the President are made separately by the Appointment, Rank, and Tenure Committee and the Dean of the Faculty. In addition, all faculty who undergo evaluation by the Dean of the Faculty receive written feedback from the Dean regarding their performance based upon examination of the documentation presented.

To further clarify the meaning of certain key terms, the following definitions apply in this *Faculty Handbook*:

- a. Professional Portfolio refers to the materials and documentation assembled by a faculty member as evidence of the quality and effectiveness of his or her performance in teaching, scholarship, and service.
- b. Performance categories refer to specific categories of faculty duties and responsibilities which are used as guides to setting professional goals, gathering evidence, making recommendations regarding the quality of performance, and providing feedback.
- c. Performance standards refer to statements describing the level of performance quality expected and applied in making a specific personnel recommendation; such statements are made for each performance category and use terms such as "effective teaching" or "excellence in scholarship" as descriptions of quality.

- d. Professional goals refer to statements by faculty of the expectations they have of themselves regarding what they have been working toward in the areas of teaching, scholarship, and service; goals stated in the self-assessment are used as a guide in evaluating the quality and effectiveness of faculty performance.
- e. Evidence means documents and other supportive materials submitted to the appropriate committee and used to demonstrate that standards have been met; in the case of review hearings, written, or recorded testimony also constitute evidence.
- f. Recommendations refer to personnel judgments made by the Dean of the Faculty or the Appointment, Rank, and Tenure Committee regarding whether or not a faculty member should receive a subsequent term contract, renewal of tenure-track contract, tenure, or promotion; recommendations are submitted to the President for action.
- g. Mentor or Peer Panel refers to an option available in the faculty development program (Section 2.8.5) whereby faculty undergoing evaluation may arrange to have either a tenured colleague (Mentor) or group of faculty colleagues (Peer Panel) assist them in the preparation of the Professional Portfolio.
- h. Developmental Review Panel refers to a group of colleagues who examine the performance of a tenured faculty member for the purpose of encouraging continued professional development by providing feedback and support to the faculty member.
- i. Department Chair Evaluation refers to a written evaluation which provides documentation, from a departmental perspective, of the degree to which the faculty member meets the applicable performance standards and is making progress toward his or her own professional goals.
- j. Feedback refers to written descriptions of performance (using either a standardized form or letter) which are based on examination of the evidence relative to the applicable performance standards and one's stated professional goals; its intent is to reinforce the strong points of a faculty member's performance and encourage reflection, self-improvement and professional development in areas needing attention.

### **2.7.2 Performance Categories**

The categories of performance which shall be used in faculty evaluation include:

- a. performance in teaching, scholarship, and service; each of these performance categories is more completely described in Section 2.7.4;
- b. professional conduct, as described in Section 2.4;
- c. performance of faculty duties and responsibilities, as described in Section 2.5;
- d. performance of other contractual obligations, as mutually agreed upon and stated in the faculty member's contract (Section 2.2).

### **2.7.3 Submission of Evidence**

The task of gathering evidence to document the quality and effectiveness of performance in the categories described above is an important one. Faculty undergoing an evaluation shall be responsible for carrying out this task in a thorough and thoughtful manner. The types of evidence described in Sections 2.7.4 and 2.7.5 shall constitute the basic documentation materials included in an Evaluation File (Section 2.6.6).

Additional documentation beyond that described below may also be submitted, as deemed necessary or appropriate by the candidate. In addition to the Evaluation File, the contents of the Permanent Personnel File (Section 2.6.2) shall also be examined by the Dean and the Appointment, Rank, and Tenure Committee in the process of making personnel recommendations.

Faculty shall submit one copy of the documentation materials they prepare to the Office of the Dean of the Faculty for placement in their Evaluation File. All documentation to be used in faculty evaluation shall be submitted on or before the deadline date stated for each type of evaluation or review described in this Section. Only the candidate shall have five working days beyond a stated deadline date to submit documentation in response to any of the material submitted by others; after this date, the candidate's file shall be closed and no new documentation added.

In those cases where the faculty member being evaluated is a Department Chair, the reporting responsibilities assigned to the Chair shall be performed by a faculty member who is appointed by the Dean of the Faculty and agreeable to both the Chair and the faculty appointee. If agreement cannot be reached, the selection shall be made by the Dean.

If faculty use letters of support, then the faculty member shall indicate in writing, to the letter writer(s) whether or not access to the letter being submitted is waived. A sample form for accomplishing this is provided in the Requested Letter of Support Exhibit.

**Table 1. SUMMARY OF FACULTY EVALUATION COMPONENTS AND DEADLINES**

	<b>TENURE-TRACK FACULTY Section 2.7.6</b>					<b>Promotion in Rank</b>	<b>Review of Tenured Faculty</b>
	<b>Year 1</b>	<b>Years 3 &amp; 5</b>	<b>Year 2</b>	<b>Year 4</b>	<b>Year 6 Tenure</b>		
<b>SECTION:</b>	2.7.6.3	2.7.6.3	2.7.6.4	2.7.6.4	2.7.7	2.7.8	2.7.9
Professional Portfolio 2.7.4	Self-Assessment Only Due Feb. 15	Only if requested by AR&T or Dean	Yes Due Nov. 15	Yes Due Feb. 15	Yes Due Jan. 5	Yes Due Jan. 5	Yes Due Jan. 31
Student Ratings 2.7.4.2.2.1	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Classroom Observation 2.7.4.2.2.2 by Dean by Chair by AR&T	Due Feb. 15 -- Yes --	Only if requested by AR&T or Dean	Due Nov. 15 Yes Yes --	Due Feb. 15 Yes Yes --	Due Jan. 5 Yes Yes Yes	Due Jan. 5 Yes Yes Yes	Due Jan. 31 Yes, by colleague --
Dept. Chair Evaluation 2.7.5	Yes Due Feb. 15	Only if requested by AR&T or Dean	Yes Due Nov. 15	Yes Due Feb. 15	Yes Due Jan. 5	Yes Due Jan. 5	-
Developmental Review Panel 2.7.9	-	-	-	-	-	-	Yes
Mentor or Peer Review Panel 2.8.5	Optional	Optional	Optional	Optional	Optional	Optional	-
Decision Notification Deadline	March 15	March 15	December 15	March 15	March 15	March 15	-
Evaluation Feedback Deadline	April 5	April 5	January 15	April 5	April 5	April 5	April 5



**Table 2. SUMMARY OF TITLED FACULTY EVALUATION COMPONENTS  
AND DEADLINES**

All Titled faculty who are not subject to the six-year rule as stated in Section 2.1.1.2 will follow this outline.

	<b>Year 1, 3, &amp; 5</b>	<b>Year 2, 4 &amp; 6</b>	<b>Beyond Year Six</b>
Professional Portfolio Sec. 2.7.4		Due February 15	Professional Portfolio required every 4 <sup>th</sup> year (Year 10, 14, 18, etc.) Due February 15 Sec. 2.7.10.2
Self-Assessment Sec. 2.7.4.1	Due March 15		
Student Ratings Sec. 2.7.4.2.2.1	Student Ratings of Instruction are to be administered in all classes all terms.	Student Ratings of Instruction are to be administered in all classes all terms.	Student ratings of instruction are to be administered in all classes all terms.
Classroom Observation by Department Chair Sec. 2.7.10.2	Due March 15	Due February 15	Department Chair classroom observation required every 4 <sup>th</sup> year. Due February 15.
Department Chair Evaluation Sec. 2.7.10.2	Due March 15	Due February 15	Department Chair evaluation required every 4 <sup>th</sup> year. Due February 15.
Consultation with AR&T	May	Yes	Yes
Decision Notification Deadline Sec. 2.7.10.2	April 15	April 15	April 15
Evaluation Feedback Deadline Sec. 2.7.10.2	May 15	May 15	May 15
Classroom Observation by Dean Sec. 2.7.4.2.2.2	As specified in contract	As specified in contract	As specified in contract

## 2.7.4 The Professional Portfolio

For the purposes of this *Faculty Handbook*, the Professional Portfolio is generated by gathering together the varied forms of documentation bearing on the quality and effectiveness of a faculty member's performance in teaching, scholarship, and service. Its specific contents will vary with the performance category being addressed and the discipline or program area of the faculty member. In general, a portfolio contains various types of written documents, possibly non-print materials, and work samples. The Portfolio is the property of the faculty member and shall be submitted as part of the Evaluation File. The Professional Portfolio is intended to be cumulative, and faculty should periodically purge, update, and refine the contents of the portfolio as their professional goals, contractual activities, and other responsibilities undergo development and change. In the process of putting together the Professional Portfolio, a faculty member shall meet with his or her Department Chair to discuss its preparation and contents (Section 2.7.5). In addition, as described in Section 2.8.5, faculty may wish to use a Mentor or Peer Panel to assist them in assembling the Portfolio.

The Professional Portfolio contains four components, one each focusing on self-assessment, teaching, scholarship, and service; each component is described below. Depending on the type of evaluation (see Sections 2.7.6.3 and 2.7.10.2), faculty may be required to submit only a portion of the Portfolio (e.g. the Self-assessment component) rather than the usual complete Portfolio.

### 2.7.4.1 Self-assessment Component of the Professional Portfolio

The Faculty member shall prepare a reflective, narrative self-assessment which reviews and critiques the quality and effectiveness of their own performance. This self-assessment is the candidate's opportunity to clearly describe the professional goals toward which he or she has been working and to document satisfaction of the standards applicable to the personnel recommendation being considered; at minimum, it includes:

- a. a personal evaluation of performance quality and effectiveness, over the time period of College service being considered, in teaching, scholarship, and service (as documented by evidence [Sections 2.7.4.2.2, 2.7.4.3.2, and 2.7.4.4.2] included in the full Portfolio when it is required to be submitted);
- b. a description of professional goals and plans for continued professional development in the areas of teaching, scholarship, and service;
- c. a description of professional development efforts and activities undertaken, particularly if such efforts have been in response to feedback from prior evaluations or are related to recently revised professional goals;
- d. an up-to-date curriculum vitae (see Exhibit).

This self-assessment shall also include a statement by the faculty member indicating the relative investment in scholarship and service activities over the time period under consideration. The options for this statement are (a) scholarship and service shall be given equal weight (b) service shall weigh more than scholarship or (c) scholarship shall weigh more than service. The purpose of this statement is to clarify the whole configuration of a faculty member's activities and performance. Faculty should consult with their department colleagues and Chair regarding any departmental expectations of the amount of time and energy which ought to be devoted to scholarship and service activities.

## 2.7.4.2 Teaching Component of the Professional Portfolio

### 2.7.4.2.1 Teaching Criteria

The quality of a faculty member's teaching shall be the first and foremost performance category used in making judgments about issuance of subsequent term contracts, reappointment to tenure-track contracts, and the granting of promotion and/or tenure. All faculty undergoing evaluation or developmental review provide evidence of their teaching effectiveness. For the purposes of this *Faculty Handbook*, teaching is viewed as a dynamic activity comprising several inter-related skills and various types of expertise which act in combination; these include, but are not limited to:

- a. **Content Expertise:** the extent to which faculty stay informed and current regarding the knowledge base necessary to design and deliver the courses they teach.
- b. **Course Design Skills:** the extent to which faculty demonstrate the abilities to select and sequence course content and experiences so that student learning is facilitated, to structure course content so that it has integrity within the discipline and reflects the College's academic standards and expectations, and to develop and make use of techniques for evaluating student learning.
- c. **Course Conduct Skills:** the extent to which faculty make effective use of communication and human interaction skills to promote learning in the classroom, including the ability to make use of various types of instructional delivery modes such as lecture, discussion, laboratory, studio, and questioning.
- d. **Motivating and Mentoring Skills:** the extent to which faculty demonstrate the ability to engender enthusiasm and appreciation in students for course subject matter, to help students excel as learners, to stimulate students' intellectual curiosity, and to model for students the standards of performance and professionalism expected of them.
- e. **Course Management:** the extent to which faculty demonstrate the ability to organize and manage the tasks of maintaining and operating a course, such as keeping grade records, providing timely return of exams/assignments, keeping office hours, submitting final grades, and other necessary course management duties and responsibilities.

### 2.7.4.2.2 Teaching Evidence

The documentation and materials supplied with this component of the Professional Portfolio should provide comprehensive coverage of the various dimensions of teaching performance (see above) as well as address the issue of performance quality. As is reasonable and appropriate for the discipline or program area of the faculty member, the teaching portfolio shall contain:

- a. a brief statement which summarizes and highlights the materials provided in this component;
- b. an updated listing of courses taught, representative course syllabi, and sample teaching materials, accompanied by appropriate explanatory comments;
- c. interpretive comments regarding the results from student ratings of instruction, which all faculty must use in accordance with the procedures and policy described in Section 2.7.4.2.2.1;
- d. classroom observation reports, obtained in accordance with the procedures and policy described in Section 2.7.4.2.2.2.

This component may also contain additional documentation which provides evidence of instructional, course, or curricular development activities; student learning outcomes, and academic achievement, or other aspects of teaching effectiveness as deemed relevant by the faculty member.

#### 2.7.4.2.2.1 Student Ratings of Instruction

Near the end of each academic term, faculty shall administer the student rating of instruction form (as

adopted by the faculty) in accordance with these minimal requirements:

- a. Tenure-track and full-time titled faculty shall use the student rating forms in all courses and sections taught each term;
- b. Tenured faculty undergoing developmental review or standing for promotion shall use the student rating forms in all courses taught during one Fall, one Winter and one May term within two years prior to the developmental review or evaluation for promotion;
- c. All other tenured faculty shall use the student rating forms in at least three different courses each academic year;
- d. All part-time faculty shall use the student rating forms in all courses and sections taught each term.

The Assessment Center shall be responsible for distributing and gathering the student rating forms, overseeing the analysis, and returning to faculty a summary of the student responses. After grades for a given term have been submitted, individual faculty shall receive from the Assessment Center a report which summarizes all the information obtained from students' responses on the rating forms used in their particular course(s).

In addition to the full report sent to individual faculty, the Assessment Center will prepare a brief summary report distributed in accordance with the stipulations shown below. This brief report will contain all of the same information as the full report except that the brief report will include summary data on only the four instruction-related items referring to (a) the clarity of explanation for how the final course grade is determined, (b) the level of increased understanding produced by the course, (c) the clarity of the course purposes or goals, and (d) the overall quality of teaching in the course. This brief summary report will be sent to:

- a. the Dean of the Faculty,
- b. the chair of the department to which the faculty member is assigned,
- c. the chair(s) of the department(s) in which the course being rated resides and/or is cross-listed,
- d. the chair of the Education Department in the case of special teaching methods courses, and
- e. the Director(s) or Coordinator(s) of institutional program courses that are not affiliated with a specific academic department.

On an annual basis, the Assessment Center will publish normative information which is useful in interpreting student rating results.

For each Fall, Winter and May term, a complete copy of the brief summary reports on student ratings shall be kept in a locked cabinet in the Office of the Dean of the Faculty and considered a part of the permanent personnel file of faculty; the Appointment, Rank, and Tenure Committee shall have access to this copy.

#### **2.7.4.2.2 Classroom Observation Reports**

Tenure-track faculty shall have their teaching observed by the Dean of the Faculty and their Department Chair according to the schedule in Table 1, or as specified in their written contract or feedback letter. When a faculty member is evaluated for tenure or promotion, he or she shall be observed by the Dean, Chair, and a member of the Appointment, Rank, and Tenure Committee. Tenured faculty undergoing developmental review shall be observed by a faculty colleague. Titled faculty shall be observed by their Chair during their first and final year in a contract period; they may also be observed by the Dean and/or Chair in accordance with a schedule specified in their written contract.

Classroom observations shall be arranged at a time which is mutually agreeable to the observer and the observed. The observation shall be conducted either in the academic year during which the evaluation takes place or in the Winter/May term of the immediately prior academic year.

The observation and its written report shall be completed on or before the applicable deadline date for submission of the Professional Portfolio; a copy shall be submitted to both the faculty member observed and the Office of the Dean of the Faculty. Guidelines on conducting a classroom observation and writing the report are given in the Classroom Observation Report Exhibit.

### 2.7.4.3 Scholarship Component of the Professional Portfolio

#### 2.7.4.3.1 Scholarship Criteria

Within their area(s) of expertise, all full-time ranked faculty shall be responsible for remaining active in scholarship. For the purposes of this Handbook, scholarship shall be broadly defined as creative, research, or professional activity which results in a product that is shared with one's peers in a written, oral, or performance presentation and is subject to critique or review. All faculty undergoing evaluation shall be responsible for supplying evidence of active scholarship in accordance with this definition. Further, the faculty accepts the view that scholarship may originate in any one of the four ways described in the special report Scholarship Reconsidered: Priorities of the Professoriate (Boyer, E., 1990, The Carnegie Foundation. Princeton, New Jersey) and summarized below:

- a. **Scholarship of Discovery:** This is "traditional" scholarship through which new knowledge is generated by conducting original research or creating other types of original works.
- b. **Scholarship of Integration:** This involves the critical evaluation, synthesis, analysis, or interpretation of the research or creative work produced by others; it is often interdisciplinary or multidisciplinary in nature and includes the varieties of artistic interpretation and performance.
- c. **Scholarship of Application:** This involves applying disciplinary expertise to the exploration or solution of individual, social, or institutional problems; it involves activities that are tied directly to one's special field of knowledge and it demands the same level of rigor and accountability as is traditionally associated with research activities.
- d. **Scholarship of Teaching:** This involves the use of one's expertise as a teacher to develop, transform, and extend teaching activities and other aspects of pedagogy in new and more effective ways; It includes research and other creative work which focuses on the improvement of teaching and learning.

#### 2.7.4.3.2 Scholarship Evidence

This component of the Professional Portfolio shall provide the accumulation of evidence bearing on the quality and effectiveness of scholarship activities as defined above. As is reasonable and appropriate for the discipline of the faculty member, the portfolio should contain:

- a. a brief statement which summarizes and highlights the materials provided in this component;
- b. an updated listing of one's scholarship activities, accompanied by explanatory comments which highlight significant accomplishments;
- c. a sample of the products of one's scholarship as appropriate to the discipline and type of scholarly activity (e.g. papers, speeches, publications, and performance programs);
- d. documents which provide evidence of the quality of the scholarship.

## 2.7.4.4 Service Component of the Professional Portfolio

### 2.7.4.4.1 Service Criteria

Service shall be defined as using one's time, talent, and energy to perform, or assist others to perform, necessary governance, advising, administrative, and/or extra-curricular duties and tasks. All full-time ranked faculty shall be responsible for providing service to the College as advisors and members of committees, at minimum. Other types of service may be provided in accordance with contractual obligation (e. g., an administrative assignment), or by departmental or program area need. The various types of faculty service activities are described below:

- a. **Advising:** Advising includes such activities as assisting students in planning academic programs, helping students make career plans, providing feedback to students regarding academic performance and progress, writing letters of recommendation, making referrals to support services which may be helpful to a student, and, as faculty feel competent and comfortable, helping students work through academic or personal problems.
- b. **College Service:** Committee service involves regular attendance at and preparation for meetings, constructive contribution to the work of the committee, and the completion of committee assignments. Another valuable form of College service is the involvement of faculty in the College's efforts to recruit and retain students. Assisting a department or program area to carry out routine functions and serving as a sponsor or advisor to a student organization are also considered College service.
- c. **Professional Service:** Professional service may include, but is not limited to, holding office or some other position of responsibility in a state, regional or national professional organization, serving as an evaluator, officer, or consultant for an accrediting body, or engaging in consulting activities related to one's area(s) of expertise.
- d. **Administrative Service:** Administrative service may include, but is not limited to, serving as a Department Chair, a Program Director, or a director of a grant received by the College. The performance of administrative duties shall be evaluated with respect to the specific duties and responsibilities assigned to the administrative position held by the faculty member (e.g. Section 1.5.4, Department Chair).

### 2.7.4.4.2 Service Evidence

This component of the Professional Portfolio shall provide the accumulation of evidence bearing on the quality and effectiveness of service activities as defined above. As is reasonable and appropriate for the type of service provided by the faculty member, the portfolio should contain:

- a. a brief statement which summarizes and highlights the materials provided in this component;
- b. an updated listing of one's service activities, accompanied by explanatory comments which highlight significant accomplishments;
- c. supporting materials, as appropriate to the type of service provided; this may include, but is not limited to, materials developed for use in advising, reports of student feedback regarding advising, materials prepared, or used as part of committee work, and materials produced for use in administrative assignments.
- d. documents which provide evidence of the quality of one's service activities.

### **2.7.5 Department Chair Evaluation**

For tenure-track faculty, the Department Chair shall submit, during a faculty member's first, second, fourth, and sixth years and, as requested, during a faculty member's third and fifth years a written evaluation which provides documentation of the degree to which the faculty member meets the applicable performance standards and shows progress toward achieving his or her own professional goals. For full-time titled faculty, the Department Chair shall submit such a written evaluation during each of the first six years of service and every fourth year thereafter (see section 2.7.10.2). Prior to submitting this evaluation, the Chair shall meet with the faculty member to discuss the preparation and contents of his or her Professional Portfolio (or the Self-assessment component if that is all that is required for submission).

Because one of the important roles of a Department Chair is to encourage and support a faculty member's professional development, and because the responsibility for making personnel recommendations rests with the Dean and Appointment, Rank, and Tenure Committee, Department Chairs shall not include in this evaluation a specific recommendation about the personnel decision being considered. Rather, the purpose of the Chair's evaluation is to provide the Dean and Appointment, Rank, and Tenure Committee with documentation, from a departmental perspective, on the degree to which the faculty member has met the applicable standards of performance and his or her own professional goals.

This evaluation shall be completed on or before the applicable deadline date for the candidate's Professional Portfolio, with a copy supplied to the faculty member and the Office of the Dean of the Faculty for inclusion in the Evaluation File.

### **2.7.6 Evaluating Tenure-track Faculty for Reappointment**

All tenure-track faculty shall be evaluated for two purposes: 1. to provide them with feedback regarding their performance, particularly with respect to making progress toward tenure, and 2. to make a recommendation to the President regarding reappointment. In the sixth year of appointment (or its equivalent, in the case of prior service credit), tenure-track faculty shall be evaluated for tenure (Section 2.7.7).

Faculty in their first year of appointment shall be evaluated by the Department Chair and the Dean of the Faculty based on the procedure specified in Section 2.7.6.3. Faculty in their second, fourth, and sixth year of appointment shall be evaluated by the Appointment, Rank, and Tenure Committee and the Dean based on the procedures specified in Sections 2.7.6.4 and 2.7.7.4. Faculty who receive prior service credit shall have the equivalent of these odd and even year evaluations specified in their initial letters of appointment. In such cases, prior to the tenure decision year there shall be at least one evaluation involving the Appointment, Rank, and Tenure Committee based on full documentation.

While all annual evaluations of tenure-track faculty lead to a recommendation on reappointment, faculty who are reappointed shall also receive feedback regarding their performance.

#### **2.7.6.1 Institutional Need Consideration**

Evaluation of faculty performance in consideration of reappointment to tenure-track contract shall proceed only when the position held by a faculty member is found by the Dean to have continuing institutional need (Section 2.2.5.5). If a position is eliminated due to lack of institutional need, then the faculty member in the position shall not undergo evaluation for reappointment.

#### **2.7.6.2 Standards for Reappointment**

To receive a positive recommendation for renewal of appointment, faculty shall demonstrate, by virtue of

the evidence submitted:

- a. conduct in accordance with the professional standards (Section 2.4) and duties and responsibilities of faculty (Section 2.5);
- b. effective teaching (Section 2.7.4.2) and the promise of continued development as a teacher;
- c. in consideration of the relative emphasis given to each, effective scholarship (Section 2.7.4.3) and service (Section 2.7.4.4), and the promise of continued involvement in each;
- d. involvement in professional development activities (Section 2.5.1) and as applicable improvement in the area(s) of performance identified as needing attention in feedback received from any prior evaluation.

### **2.7.6.3 Procedures for Evaluating First Year Faculty**

The Department Chair evaluation (Section 2.7.5) and self-assessment shall be submitted to the Office of the Dean of the Faculty on or before February 15. Student ratings of instruction summaries (Section 2.7.4.2.2.1) and classroom observation reports (Section 2.7.4.2.2.2) for the current year shall also be included in the Evaluation File of first year faculty. On or before March 15, the Dean shall examine the candidate's file and make a recommendation of either reappointment or non-reappointment to the President; the Dean shall also report this recommendation, along with any written stipulations regarding changes in the evaluation schedule summarized in Table 1, to the Appointment, Rank, and Tenure Committee.

If the Dean recommends non-reappointment, then the Appointment, Rank, and Tenure Committee shall also review and discuss the candidate's file and forward its recommendation on reappointment to the President. If the separate recommendations disagree, then the President shall meet jointly with the Dean and Appointment, Rank, and Tenure Committee to discuss the recommendations before the President makes the final decision on reappointment.

If the President's final decision is to reappoint, then tenure-track faculty shall be provided contracts of employment in accordance with the provisions of Section 2.2.5.4. Faculty who are reappointed shall also receive, on or before April 5, written feedback about their performance using a standardized feedback form completed by the Dean of the Faculty (see the Standard Faculty Evaluation Feedback Forms Appendix). A copy of this completed feedback form shall be entered into the faculty member's Permanent Personnel File.

If the President's final decision is non-reappointment, then tenure-track faculty shall receive written notice of non-reappointment from the President in accordance with the provisions of Section 2.10.3.2.

### **2.7.6.4 Procedures for Evaluating Second and Fourth Year Faculty**

Faculty in their second or fourth year of appointment shall submit their Professional Portfolio to the Office of the Dean of the Faculty on or before November 15 for second year faculty, and on or before February 15 for fourth year faculty.

Following review and discussion of the candidate's file, the Appointment, Rank, and Tenure Committee shall recommend reappointment or non-reappointment to the President and Dean of the Faculty. The Dean shall make a separate recommendation on reappointment to the President. If the separate recommendations disagree, then the President shall meet jointly with the Committee and Dean to discuss the recommendations before the President makes the final decision on reappointment.

If the President's final decision is to reappoint, then tenure-track faculty shall be provided contracts of



employment in accordance with the provisions of Section 2.2.5.4. Faculty who are reappointed shall also receive, on or before April 5, (in the case of second year faculty, January 15), written feedback which summarizes the outcome of this evaluation. This feedback shall consist of a letter from the Dean of the Faculty which identifies the candidate's strengths and weaknesses in the areas of teaching, scholarship, and service; this letter shall also specify any changes in the evaluation schedule summarized in Table 1. The Chair of the Appointment, Rank, and Tenure Committee may also sign this letter to indicate that its contents reflect the feedback which the Appointment, Rank, and Tenure Committee wishes to provide. In the event that the Chair of the Appointment, Rank, and Tenure Committee does not sign the Dean's letter, the Committee shall send the candidate a separate letter of feedback. A copy of the feedback letter(s) shall be entered into the faculty member's Permanent Personnel File.

If the President's final decision is non-reappointment, then tenure-track faculty shall receive written notice of non-reappointment from the President in accordance with the provisions of Section 2.10.3.2.

### **2.7.6.5 Procedures for Evaluating Third and Fifth Year Faculty**

Faculty in their third or fifth year shall submit a self-assessment only if requested by the Appointment, Rank and Tenure Committee or the Dean of the Faculty. Classroom observation reports shall be submitted only if requested by the Appointment, Rank and Tenure Committee or the Dean of the Faculty. Requests for third and fifth year review shall be stated in the feedback letter received following the second and fourth year review, along with the date that the review materials are to be submitted. The feedback letter will also indicate what evidence is to be submitted in a third or fifth year review. Faculty in their third or fifth year may also request a review, the extent and due date of which shall be determined by the faculty member in consultation with the Dean.

On or before March 15, the Dean shall examine the candidate's file, regardless of whether or not a review was performed, and make a recommendation of either reappointment or non-reappointment to the President; the Dean shall also report this recommendation, along with any written stipulations regarding changes in the evaluation schedule summarized in Table 1, to the Appointment, Rank, and Tenure Committee.

If the Dean recommends non-reappointment, then the Appointment, Rank, and Tenure Committee shall also review and discuss the candidate's file and forward its recommendation on reappointment to the President. If the separate recommendations disagree, then the President shall meet jointly with the Dean and Appointment, Rank, and Tenure Committee to discuss the recommendations before the President makes the final decision on reappointment.

If the President's final decision is to reappoint, then tenure-track faculty shall be provided contracts of employment in accordance with the provisions of Section 2.2.5.4. Faculty who undergo a requested or voluntary review shall also receive, on or before April 5, written feedback about their performance using a standardized feedback form completed by the Dean of the Faculty (see the Standard Faculty Evaluation Feedback Forms Appendix). A copy of this completed feedback form shall be entered into the faculty member's Permanent Personnel.

If the President's final decision is non-reappointment, then tenure-track faculty shall receive written notice of non-reappointment from the President in accordance with the provisions of Section 2.10.3.2. 91

## **2.7.7 Evaluation for Tenure**

### **2.7.7.1 Meaning and Purpose of Tenure**

Tenure is a commitment made by the College to a faculty member after careful and comprehensive assessment of his or her performance and the needs of the College. The nature of this commitment is that the appointment of the individual as a ranked faculty member in a specified area of responsibility shall be regularly renewed in accordance with Sections 2.2.1.3 and 2.2.5.4. The granting of tenure requires the explicit action of the Board of Regents.

Evaluation for tenure is part of the College's effort to maintain and strengthen the excellence of its academic programs. By granting tenure, the College is expressing confidence that a person with proven accomplishments in a tenure-track appointment will continue to perform in a way which is outstanding in its own right and is appropriate to the needs of the institution. Thus, the successive annual evaluations of tenure-track faculty which lead up to the tenure decision are designed to serve several purposes: to assess the quality and effectiveness of overall faculty performance as well as the degree to which faculty have achieved professional goals which are consistent with the mission of the College and their department, to establish the future promise which a faculty member holds for the College, and to assure compatibility with anticipated institutional needs. Faculty who are granted tenure shall be responsible for their continued professional development and shall submit themselves to periodic peer review for this purpose (Section 2.7.9).

### **2.7.7.2 Eligibility for Tenure**

All ranked academic faculty beyond the Instructor level shall be eligible for tenure. The tenure decision shall be made during the sixth year of service, or its equivalent in the case of prior service credit, on tenure-track appointment. At the time of employment, faculty shall have the year of their tenure decision stated in their initial letter of appointment. Unless an exception has been approved (Section 2.3.5 and 2.7.7.2.1), ranked faculty with prior service credit shall serve a minimum of three full academic years at the College before being evaluated for tenure. Any change in the year stated in the initial letter of appointment as the year of tenure evaluation shall be approved by the Dean of the Faculty after consultation with the appropriate Department Chair and the Appointment, Rank, and Tenure Committee.

As described in Section 2.2.5.5, the need for each tenure track position shall be annually monitored by the Dean during the tenure-track period. Evaluation of faculty performance in consideration of the granting of tenure or promotion shall proceed only when the position held by a faculty member is found by the Dean to have continuing institutional need. If a position is eliminated due to lack of institutional need, then the faculty member in the position shall not undergo evaluation for tenure or promotion.

The College shall not use a tenure quota to limit the eligibility of tenure-track faculty for tenure or to deny tenure to a faculty member who has been recommended for tenure in accordance with the criteria, standards, and procedures described in this *Faculty Handbook*.

#### **2.7.7.2.1 Tenure and Senior Rank Status upon Appointment: Special Searches**

On rare occasions, the college may conduct a special search for a distinguished scholar and specify the possibility of tenure and senior rank upon appointment. This may be the case, for example, in a search to fill an endowed chair with a scholar possessing an exemplary record of scholarship and leadership. If a special search is recommended by the Dean of the Faculty and the Faculty Council and approved by the President, the Dean of the Faculty shall meet with the department(s) with which the position might be affiliated and whose resources or course offerings will be affected by the hire. If, after departmental

consultation, it is determined that departmental as well as institutional needs and resources support such a search the position advertisement will note the possibility of tenure and senior rank upon appointment. If the position is not permanently assigned to one particular department, the search committee shall be appointed by the Dean of the Faculty. If the position is permanently assigned to a department, procedures in the Academic Faculty Search Procedure Appendix will be followed.

To be eligible for consideration for tenure upon appointment and senior rank the candidate must have earned tenure as well as associate or full professor status at a regionally accredited post-secondary institution or comparable foreign institution. A tenured appointment will in no case be considered automatic. If the candidate wishes to be considered for tenure, the candidate shall supply evidence that he or she meets the standards for tenure (see Section 2.7.7.3) and associate or full professor (see Section 2.7.8.2c). At minimum, this should include evidence of teaching effectiveness (e.g. course syllabi, student course ratings, classroom observation reports), a record of significant and substantial scholarship, publication, and service activities, and three letters of recommendation from professional colleagues who can speak to the candidate's qualifications for tenure upon appointment. Other supporting evidence may be requested from the candidate by the Dean of the Faculty or the Appointment, Rank, and Tenure Committee as deemed necessary.

The search committee for the position shall submit to the Dean of the Faculty its recommendation regarding the candidate's eligibility for appointment with tenure. Prior to appointment with tenure, the Dean of the Faculty and the Appointment, Rank, and Tenure Committee will review the candidate's qualifications and a letter written by the department chair (See Section 2.7.5). In a manner similar to the process described in Section 2.7.7.4, the Dean of the Faculty and the Appointment, Rank, and Tenure Committee will each make a recommendation to the President regarding the awarding of tenure and the rank upon appointment of the candidate. If these two recommendations differ, then the President shall meet jointly with the Committee and the Dean of the Faculty to discuss the recommendations before making the final recommendation to the Board of Regents regarding the tenure decision.

The procedures outlined above will be followed with this exception: If the position is not permanently housed in one particular department, as is the case with certain endowed chairs, the chair of the department most closely associated with the candidate's area of expertise and teaching responsibilities shall submit to the Dean of the Faculty a letter of evaluation (See Section 2.7.5).

### **2.7.7.3 Standards for Tenure**

To receive a positive recommendation for tenure, faculty shall demonstrate, over the duration of the tenure-track period and by virtue of the evidence submitted:

- a. conduct in accordance with the professional standards (Section 2.4) and duties and responsibilities of faculty (Section 2.5);
- b. a pattern of consistently effective teaching (Section 2.7.4.2) and the promise of continued development as a teacher;
- c. in consideration of the relative emphasis given to each, a pattern of productive scholarship (Section 2.7.4.3) and effective service (Section 2.7.4.4), and the promise of continued effectiveness in each;
- d. involvement in professional development activities (Section 2.5.1) and as applicable improvement in the area(s) of performance identified as needing attention in feedback received from any prior evaluation.

#### **2.7.7.4 Procedures for Tenure**

Faculty being evaluated for tenure shall submit their Professional Portfolio to the Office of the Dean of the Faculty on or before January 5. If SRI reports for fall term are not included before December 27 these need not be included or discussed in the portfolio.

Following an initial examination of the candidate's file, the Appointment, Rank, and Tenure Committee and the Dean shall meet jointly with the tenure candidate for the purpose of obtaining any necessary clarifications of materials in the candidate's file. Following further deliberation on the candidate, the Committee shall then make its recommendation of tenure or no tenure to the President of the College and Dean of the Faculty.

The Dean of the Faculty shall make a separate recommendation on tenure to the President of the College. If these two recommendations differ, then the President shall meet jointly with the Committee and the Dean to discuss the recommendations before making the final decision on tenure. The faculty member shall receive written notification of the tenure decision on or before March 15. As described in Section 2.7.6.4, faculty who are granted tenure shall receive from the Dean written feedback which summarizes the results of the evaluation; this feedback shall be provided on or before April 5.

#### **2.7.8 Promotion**

To receive a positive recommendation for promotion, faculty shall demonstrate, by virtue of the evidence submitted that they meet the following standards of performance and achievement.

##### **2.7.8.1 Promotion from Instructor to Assistant Professor**

Faculty at the rank of Instructor shall be promoted to Assistant Professor upon receiving the terminal degree (Section 2.1.3.1).

##### **2.7.8.2 Promotion from Assistant Professor to Associate Professor**

Faculty at the rank of Assistant Professor who meet the standards for tenure shall be promoted to Associate Professor upon being granted tenure (See Sections 2.7.7.2, 2.7.7.3 and 2.7.7.4).

##### **2.7.8.3 Promotion from Associate Professor to Professor**

In order to be eligible to apply for promotion to Professor, the candidate must have completed at least five full years of service to the College at the rank of Associate Professor.

To receive a positive recommendation for promotion, the candidate must, over the period of time spent at the rank of Associate Professor, demonstrate:

1. Conduct in accordance with the professional standards (Section 2.4) and duties and responsibilities of faculty (Section 2.5);
2. A pattern of consistently effective teaching (Section 2.7.4.2), professional growth as a teacher and the promise of continued development in this capacity;
3. In consideration of the relative emphasis given to each, a pattern of excellence in scholarship (Section 2.7.4.3) and service (Section 2.7.4.4), and the promise of continued accomplishment in each;
4. Involvement in professional development activities (Section 2.5.1) and as applicable improvement in the area(s) of performance identified as needing attention in feedback received

from any prior evaluation.

### **2.7.8.3.1 Procedures for Promotion to Professor**

On or before May 1 of each year, faculty who believe they are eligible for promotion to full professor during the next academic year shall notify, in writing, the Dean of the Faculty that they wish to be evaluated for promotion. On or before the following October 1, the Dean of the Faculty shall verify the eligibility of faculty requesting evaluation for promotion. Faculty being evaluated for promotion shall submit their Professional Portfolio to the Office of the Dean of the Faculty on or before January 5.

Following initial review and discussion of the candidate's file, the Appointment, Rank, and Tenure Committee and the Dean shall meet jointly with the candidate for promotion for the purpose of obtaining any necessary clarifications of materials in the candidate's file. Following further deliberation on the candidate, the Committee shall then make its recommendation of promotion or no promotion to the President of the College and Dean of the Faculty. The Dean of the Faculty shall make a separate recommendation on promotion to the President of the College. If these two recommendations differ, then the President shall meet jointly with the Committee and the Dean to discuss the recommendations before the President makes the final decision on promotion. Faculty shall receive written notification of the promotion decision on or before March 15. As described in Section 2.7.6.4, faculty shall also receive from the Dean of the Faculty written feedback which summarizes the outcome of this evaluation; this feedback shall be provided on or before April 5.

### **2.7.9 Developmental Review of Tenured Faculty**

To encourage and support the continued professional development of tenured faculty, a developmental review of the performance of tenured faculty shall be conducted on a six-year cycle by a panel of three tenured colleagues. Feedback from this review shall be shared only with the tenured faculty member. The Dean of the Faculty and Department Chair shall receive written notice that the review has been completed and this notice shall be entered into the faculty member's permanent personnel file.

The sole purpose of this review is to foster the growth and development of tenured faculty as teachers and scholars. The content and outcome of this review shall not be used, in any way, as part of a dismissal action, disciplinary action, or revocation of tenure involving a tenured faculty member; such actions are governed by the policies and procedures described in Sections 2.10.4 and 2.10.7.

This developmental review shall occur during the Winter Term in the sixth year following the year in which the tenure evaluation, promotion evaluation or last developmental review was conducted. The specific intent of this policy is that tenured faculty shall undergo a developmental review at least once in every six-year cycle since earning tenure. Annually, the Dean shall provide Department Chairs with a list of the developmental review dates established for the tenured members of the Department. The Office of the Dean of the Faculty shall keep records which allow tenured faculty and Department Chairs to verify the year in which a faculty member's developmental review shall be conducted.

This review shall be conducted by a Developmental Review Panel consisting of three faculty who satisfy the following requirements:

- a. all members shall be tenured faculty; the tenured faculty member's Department Chair and current members of the Appointment, Rank, and Tenure Committee shall not be eligible to serve;
- b. one shall be a member of the same department, or a related department within the same Group as the tenured faculty member undergoing review;
- c. one shall be a faculty member from outside the Group;

- d. the third member shall be either a faculty member from outside of the College or a second faculty member from any academic department of the College.

The tenured faculty member undergoing developmental review shall be responsible for contacting colleagues who meet the above requirements to seek their permission to be named to the Review Panel. The tenured faculty member shall also convene the first meeting of the Review Panel on or before November 15. At this first meeting, the Chair of the Review Panel, who must be a faculty member from the College, shall be selected by the members of the Panel. Subsequent meetings of the Review Panel shall be convened by the Chair.

### **2.7.9.1 Procedures for Developmental Review**

On or before November 30, the tenured faculty member shall meet with the Developmental Review Panel to establish the specific process and timetable and materials to be used in conducting the review. The review must be completed on or before April 1 of that academic year.

The review should be guided by the criteria and evidence described in Sections 2.7.2, 2.7.3, and 2.7.4 of this *Faculty Handbook*. The Developmental Review Panel and tenured faculty member shall discuss and jointly determine the types of materials to be examined in the review. Among the materials submitted should be a Professional Portfolio similar to that described in Section 2.7.4. In addition, tenured faculty undergoing review shall include the following items among their documentation: (1) student rating results (Department Chair's summary report version [Section 2.7.4.2.2.1]), including results from all courses taught during one Fall, one Winter, and one May term within the previous two years, and (2) at least one classroom observation report (Section 2.7.4.2.2.2) conducted by a faculty colleague of their choice within the previous year.

The faculty member shall assemble the materials requested and submit them to the Review Panel Chair on or before January 31. The Review Panel may meet with the faculty member to discuss and/or clarify any of the materials submitted. Feedback from the review shall be presented orally to the faculty member at a subsequent meeting with the Review Panel; this meeting shall be held on or before **April 5**. Feedback should focus on identifying and reinforcing the faculty member's accomplishments and encouraging continued professional development, particularly in areas which the Review Panel views appropriate.

Following this feedback session, the Review Panel Chair shall send written notification of the completion of the developmental review to the Department Chair and the Dean of the Faculty. This notification shall indicate only the names of faculty who served on the Developmental Review Panel and the date on which the feedback session was held. This notification shall be entered into the faculty member's permanent personnel file as a record of the review.

## **2.7.10 Evaluation of Titled Faculty**

### **2.7.10.1 Part-time Titled Faculty**

[Chapter 3 describes the evaluation system used for part-time titled faculty.]

### **2.7.10.2 Full-time Titled Faculty**

Table 2 summarizes the evaluation components and deadlines for full-time titled faculty. On or before March 15, full-time titled faculty in their first, third, and fifth year of service shall submit the self-assessment component (Section 2.7.4.1) of the Professional Portfolio to the Office of the Dean of the Faculty.

On or before February 15, full-time titled faculty in their second, fourth, and sixth year of service shall submit a Professional Portfolio to the Office of the Dean of the Faculty. After the sixth year of service, full-time titled faculty shall submit a Professional Portfolio to the Office of the Dean of the Faculty every four years (i.e., in years 10, 14, 18, etc.) The components of the Portfolio may be modified to suit the titled faculty member's assigned responsibilities. At minimum, the Portfolio shall include:

- a. the self-assessment component, as described in Section 2.7.4.1 and adapted to one's assigned areas of responsibility; in the case of titled faculty in their first year, this shall be the only component of the Portfolio required to be submitted;
- b. the teaching component, as described in Section 2.7.4.2 and adapted to one's teaching assignments; in the case of librarians, coaches, or other titled faculty without traditional teaching assignments this component shall be prepared in accordance with guidelines approved by the Dean of the Faculty in advance of the evaluation;
- c. the scholarship and/or service components, as described in Sections 2.7.4.3 and 2.7.4.4 and adapted to one's assigned areas of responsibility.

The Dean of the Faculty, following consultation with the Appointment, Rank, and Tenure Committee, may initiate an evaluation at other times during the contract period if circumstances warrant.

Every year in which a titled faculty member must submit either a self-assessment or a Professional Portfolio for evaluation, the Department Chair (or immediate supervisor) shall submit a written evaluation for inclusion in the faculty member's Evaluation File; this Chair's evaluation shall be prepared as described in Section 2.7.5, with modifications as appropriate to the faculty member's assigned responsibilities. This evaluation is due on the same date as the self-assessment or Professional Portfolio.

For faculty in their first, third, and fifth years of service, the Dean of the Faculty shall examine the faculty member's file and *may* [emphasis added] consult with the Appointment, Rank, and Tenure Committee in evaluating the faculty member's performance. For faculty in their second, fourth, and sixth years and for every evaluation thereafter, the Dean of the Faculty and Appointment, Rank, and Tenure Committee shall examine the faculty member's file and shall discuss the faculty member's performance. In the case of titled faculty in the final year of a contract period, the Dean shall make a recommendation on whether to offer another term contract. The Dean shall also report this recommendation, along with any written stipulations regarding changes in the evaluation schedule summarized in Table 1, to the President and the Appointment, Rank, and Tenure Committee. On or before April 15, the faculty member shall receive written notification of the College's intentions to offer a subsequent term contract. In cases where the evaluation occurs in a year other than the final year of a contract period or where a subsequent contract is awarded, then on or before May 15 the faculty member shall receive written feedback from the Dean using the standardized feedback form (Standard Faculty Evaluation Feedback Forms Appendix). A copy of this completed feedback form shall be included in the Permanent Personnel File, along with any response to it which is submitted by the faculty member.

### **2.7.11 Appeals of Personnel Decisions**

The policies and procedures regarding separation are described in Section 2.10. Faculty who believe they have grounds for a grievance stemming from a personnel decision shall follow the policies and procedures described in Section 2.11 (Grievance Procedures).

## **2.8 Faculty Development Programs**

To support the professional development activities of faculty in their teaching, scholarship, and service (as these are described in Sections 2.7.4.2, 2.7.4.3, and 2.7.4.4, respectively), a variety of funds, grants, leaves, and mentoring services shall be available to full-time academic faculty. Programs which make use of institutional funds or involve released time are awarded on an application basis and shall be offered subject to the availability of funds. The faculty development services and activities supported by the College include: personal development funds, institutional travel funds, grants, and released time for scholarship activities, sabbatical leave, professional leave, faculty exchanges, and peer mentoring. With the exception of personal development funds and peer mentoring, these programs shall be administered through the Dean of the Faculty in consultation with the Faculty Development Committee.

Other than the annual allocation for the personal development fund (Section 2.8.1.1), no program is granted automatically and considerations for approval shall include the totality of circumstances surrounding the requests, including previous forms of institutional support received. Faculty shall initiate the application for a specific type of support in accordance with the applicable procedures presented in Sections 2.8.1, 2.8.2, 2.8.3 and 2.8.4, or as described in announcements from the Dean of the Faculty and Faculty Development Committee.

## **2.8.1 Professional Development Funds**

### **2.8.1.1 Personal Development Fund**

Annually, the College shall provide at least \$725 to each full-time academic faculty member to be used for professional development as described below. Unexpended funds up to \$725 from the current contract year shall be added to the next year's personal development fund.

This personal development fund may be used for expenses related to attending professional meetings, conferences or workshops, membership in professional organizations directly related to the faculty member's area of responsibility, and/or subscriptions to professional journals. The amount of this fund spent on memberships and journals shall not exceed 50% of the annual allocation. Expenditures from this fund shall be administered through routine departmental purchase and travel procedures. Department Chairs shall approve expenditures from this fund by department faculty; the Dean of the Faculty shall approve expenditures by Department Chairs.

### **2.8.1.2 Institutional Funds and Grants**

Institutional funds and grants shall be administered by the Dean of the Faculty in consultation with the Faculty Development Committee. Amounts available and application guidelines may vary from year to year; this information shall be announced to the faculty on or before November 1 each year.

Faculty application for institutional funds and grants shall specify the context in which the development activity being proposed is related to (a) personal plans for professional development in the area of teaching, scholarship, or service, (b) feedback received from faculty review or evaluation, or (c) a departmental, program, or institutional need. Faculty shall provide their Department Chair with a copy of this application for institutional funds. Applications shall be submitted to the Office of the Dean of the Faculty for distribution to the Faculty Development Committee. The Dean and Faculty Development Committee shall evaluate applications on the basis of the merits of the proposed activity, the degree to which the proposed activity satisfies the intent of the fund or grant being sought, and the availability of funds for the program. The Dean gives final approval to awarding funds or grants, based on consultation with the Faculty Development Committee.



In accordance with the requirements stated in the application guidelines for the particular type of institutional fund, faculty who receive institutional development support may need to submit a written report of fund-supported activities to the Office of the Dean of the Faculty for inclusion in the permanent personnel file (see Section 2.6.2).

#### **2.8.1.2.1 General Faculty Travel Funds**

This fund shall provide up to two awards per applicant per fiscal year to support faculty who are presenting the results of their scholarship at an international, national, or regional meeting of a professional organization directly related to the faculty member's discipline or area or responsibility. The maximum amount for each award shall be announced to the faculty on or before June 1 of each year. (see Faculty Development Funds Exhibit).

Additional funds shall be available to support faculty who are:

- a. attending a professional meeting as an officer or major program leader;
- b. attending meetings or conferences as a representative of the College regarding a project or initiative not covered elsewhere in the faculty development program; such activities include, but are not limited to, the development of a new academic program or initiative, seeking accreditation for an existing program, or attending the meeting of the Association of Lutheran College Faculties.

Applications for these general travel funds shall include a description of the purpose of the activity, the nature of the expenses for which funds are sought, and the anticipated benefits (to the individual, department, program, and/or College) of the activity.

#### **2.8.1.2.2 Grants to Support Scholarship**

These grants support faculty scholarship activities which include, but are not limited to, summer stipends for professional development work; equipment, materials, or supplies in support of research or other scholarship; fees for workshops or graduate courses which are not related to obtaining the initial terminal degree; attendance at professional development workshops or conferences; time and resources needed to prepare for artistic performances or exhibits, to assemble, and write grants, or to publish a manuscript.

Applications shall provide a description of the nature and purpose of the activity, a listing of expenses for which funds are sought, and a statement describing the anticipated benefits to the individual, department, program, and/or College.

#### **2.8.1.2.3 Released Time Grants for Scholarship**

Similar to the monetary grants described above, this program provides the equivalent of one course release from teaching to allow faculty to pursue scholarship activities as described in Section 2.8.1.2.2. Applications shall be submitted on or before November 15 of the year preceding the academic year in which the grant is to be used. Decisions on these applications shall be announced on or before December 15.

Applications shall provide a description of the nature and purpose of the activity to be undertaken during the released time period identified, a statement describing the anticipated benefits to the individual, department, program, and/or College, and a statement from the Department Chair indicating how staffing needs will be met if the grant is awarded.

#### **2.8.1.2.4 Institutional Emphases Funds**

The Dean of the Faculty shall invite participation in projects related to institutional emphases which are an integral part of the College's mission and strategic plan. The amount of the fund, application, and evaluation procedures shall be developed by the Dean in consultation with the Faculty Development Committee and other faculty bodies formed in response to such institutional emphases or priorities. This information shall be announced, in a timely fashion, to the faculty by the Dean. Some form of public presentation to the faculty shall be an outcome of this funding.

### **2.8.2 Sabbatical Leave**

Sabbatical leave provides tenured faculty support for engaging in scholarship and/or professional development activities and experiences (Section 2.7.4.3.1 and 2.5.1). Because a sabbatical leave can decisively augment that academic work devoted to professional development, a sabbatical is an opportunity both for the faculty member and for the College. For the faculty member, the sabbatical leave is an important component of and resource for his/her professional growth. For the College, the sabbatical leave is an ongoing investment in the vitality of its faculty.

#### **2.8.2.1 Eligibility for Sabbatical Leave**

Sabbatical leaves are available to tenured faculty members after they have completed seven (7) years of service to the College. Tenured faculty are eligible for subsequent sabbatical leave upon completing a minimum of six (6) additional years of service after returning from a sabbatical leave. As of January, 2006, all ranked faculty have been placed in a queue that specifies the academic year of their sabbatical leave; a copy of this queue is available from the Chair of the Faculty Development Committee. The Faculty Development Committee in consultation with the Dean of the Faculty and the relevant Department Chair will assign new tenure-track faculty appointments a position in the queue at the time the position is approved for hiring. The sabbatical year assigned to an approved tenure-track position normally will be within eight (8) years of the date of appointment and will take into consideration the timing of other sabbaticals within a department as well as the overall number of sabbaticals expected in a given year.

Under ordinary circumstances, a faculty member is expected to take his or her sabbatical leave during the assigned year (as specified in the queue). However, any faculty member may petition for a change or exception to the assigned sabbatical leave year and/or any of the eligibility requirements by submitting a written request to the Faculty Development Committee. This petition must state clearly the reasons for the request and the benefits it would have for both the college and the individual. Additionally, the petition needs to include a statement of support from the faculty member's department chair (or designee). Unless extenuating circumstances dictate otherwise, this petition must be submitted to the Chair of the Faculty Development Committee on or before November 15 or as soon as is feasible. The Faculty Development Committee shall review the petition and make a recommendation to the Dean of the Faculty, who in turn shall forward his or her recommendation to the President for final approval.

#### **2.8.2.2 Sabbatical Leave Conditions**

Sabbatical leaves may be awarded for either one (1) term at full (100%) salary and benefits, or for a full academic year at seventy-five percent (75%) of salary. In the case of a full-year sabbatical, information on any necessary adjustment to benefits shall be provided by the Dean of the Faculty. One-term sabbatical leaves may be taken in either the Fall or Winter term of the assigned sabbatical year and shall include the immediately preceding or following May term. Full-year sabbatical leaves shall be taken in a

single academic year unless circumstances justify some other arrangement. Salary base adjustments and progress toward promotion shall be maintained by faculty on sabbatical leave. All sabbatical leaves are contingent upon the availability of funds and institutional needs.

A faculty member granted sabbatical leave may hold a scholarship or receive a grant or fellowship, provided such financial aid contributes to the purpose served by the leave. Intention to seek a scholarship, fellowship, grant, appointment at another institution, or any other employment shall be stated in the sabbatical application. In cases where external funding is received, total compensation should not exceed 125% of full salary.

Sabbatical leaves shall be awarded with the contingency that recipients sign an agreement to return to the College for a full academic year immediately following the conclusion of the leave. If the recipient fails to return, the salary paid by the College during the period of leave shall be reimbursed over a period of time not to exceed two (2) calendar years from the beginning of the term in which the recipient was scheduled to return. Upon recommendation of the Dean of the Faculty, the President may waive the reimbursement requirement or extend the period for reimbursement.

In the event that a sabbatical leave cannot be completed, the faculty member shall notify the Dean of the Faculty and Department Chair as soon as circumstances allow. It may not be possible to change scheduling or contract commitments made by the College for the sabbatical leave period, and thus it may be necessary to make other temporary assignments for a faculty member who unexpectedly returns from sabbatical leave.

### **2.8.2.3 Sabbatical Leave Procedures**

Sabbatical leaves are available to faculty as described in 2.8.2.1. Faculty members must write a detailed proposal for a sabbatical. During the academic year two years in advance of the proposed sabbatical, the Faculty Development Committee, Dean of the Faculty, and Department Chair shall consult with the faculty member in the development of this sabbatical proposal. The final draft of the proposal must be submitted to the Department Chair for review and input by November 1 one academic year in advance of the proposed sabbatical. The Department Chair must submit a statement that evaluates the impact of the leave on the department's program and establish a plan for meeting the department's teaching needs. Both the proposal and the Chair's letter shall be submitted to the Dean of the Faculty and the Faculty Development Committee by November 15 of this same year for final review.

Based upon the committee's recommendation and the Dean's assessment, the Dean shall forward a recommendation to the President, who gives final approval. Applicants will be notified of the final decision by December 15.

Faculty members returning from sabbatical will write a report of their sabbatical leave, reiterating its articulated goals and describing the progress made toward them. The report will be entered into the faculty member's permanent personnel file (see Section 2.6.2).

### **2.8.3 Professional Leave**

Professional leave provides ranked academic faculty the opportunity to participate in development activities or programs which enhance their knowledge, skills, and experience. Such activities or programs include, but are not limited to, competitively awarded or externally funded fellowships, scholarships, or internships; post-doctoral study; or other temporary professional positions. Application procedures are the same as for Sabbatical Leave; however, such requests may be submitted at any time, so long as there

is reasonable notice to resolve staffing issues which may be created by granting such a leave.

Professional leave shall be granted on an academic term basis for a maximum of one academic year; it shall be leave without pay. Section 2.9.3.2 provides further information regarding leave without pay.

#### **2.8.4 Faculty Exchanges**

Ranked faculty shall be eligible to participate in faculty exchange programs as these may be arranged. Recommendations regarding faculty participation in an exchange shall be prepared by the Department Chair and Dean of the Faculty; these shall be submitted to the President who gives final approval to participation in an exchange. Arrangement of exchanges shall be made with due consideration for reasonable planning and preparation of teaching schedules and other duties performed by the faculty member involved. Salary and benefit administration shall not be affected by faculty participation in approved exchanges.

#### **2.8.5 Mentor or Peer Panel Support**

As stated in Section 2.7.4, full-time academic faculty standing for reappointment (Section 2.7.6), tenure (Section 2.7.7), promotion (Section 2.7.8), or contract renewal (Section 2.7.10.2) may wish to make use of a Mentor or Peer Panel to provide assistance in the preparation of the Professional Portfolio. This assistance involves providing guidance and feedback to the faculty member in their preparation of the Professional Portfolio, particularly in terms of the extent to which the documentation speaks to the applicable performance standards and the faculty member's professional goals. The Mentor or Peer Panel may provide feedback on drafts, give guidance on the selection of documentation and act as a sounding board for the faculty member as he or she assembles and/or updates the Portfolio. Use of a Mentor or Peer Panel may extend into the provision of general support and guidance to a faculty member in his or her professional development as a teacher, scholar, or faculty citizen.

The Mentor or Peer Panel shall play no role whatsoever in the formal faculty evaluation and personnel recommendation process. The Mentor or Peer Panel members shall not be allowed to submit, for inclusion in the faculty member's Evaluation File, a statement of judgment or recommendation regarding any personnel decision being considered. Rather, the sole focus of the Mentor or Peer Panel relationship is on providing guidance and formative feedback to the faculty member in helping him or her prepare the best possible Professional Portfolio and in fostering professional growth. Current members of the Appointment, Rank, and Tenure Committee and a faculty member's Department Chair shall be excluded from serving as a Mentor or Peer Panel member. A faculty member's relationship to a Mentor or Peer Panel shall exist for a single academic year at a time but may be renewed annually, upon mutual agreement by all the colleagues involved.

A Mentor is a tenured member of the faculty who has agreed to volunteer his or her time to serve in this capacity. On or before September 15 of each year, the Faculty Development Committee shall publish a list of faculty members willing and eligible to serve as a Mentor in that year. A Mentor shall serve in this capacity for no more than two other faculty members at one time. Faculty members who wish to use a Mentor shall contact directly an eligible colleague of their choosing and request that he or she serve.

As an alternative to an individual Mentor, faculty may wish to make use of a Peer Panel to serve in the same capacity. A Peer Panel may consist of two to three faculty colleagues of one's own choosing who are willing to serve; at least one member of the Peer Panel should be a tenured faculty member. In selecting colleagues for a Peer Panel, faculty should keep the following suggestions in mind: consider faculty who are willing to provide objective, critical feedback about one's performance and

documentation; consider faculty who are familiar with one's work in teaching, scholarship, or service; consider faculty with whom one has worked closely and who will encourage professional growth.

The candidate is responsible for contacting colleagues and requesting their participation on a Peer Panel. It is also the responsibility of the candidate to assure that the Mentor or Peer Panel relationship is established at an early enough date to be of meaningful assistance before the applicable deadline for submission of the Professional Portfolio. Meetings between the faculty member and a Mentor or Peer Panel are arranged upon mutual agreement.

To preserve the integrity of this relationship as one which is designed to foster the professional development of faculty, those who are involved in it are expected to conduct themselves in accordance with the standards of professionalism and confidentiality as set forth in Sections 2.4 and 2.6.2.

## **2.9 Compensation, Benefits, and Leaves**

### **2.9.1 Compensation**

#### **2.9.1.1 Salary Administration**

Salary administration for academic faculty shall be developed in accordance with the following guidelines:

- a. The Board of Regents establishes the percentage of the College budget to be used for salaries. The Board bases its decision on the recommendation of the College President, who consults with the President Budget Advisory Council in developing a proposal for salary adjustments and/or increases.
- b. A method for distributing the salary pool dollars (based on the Board's established percentage) shall be developed by the Dean of the Faculty in consultation with the Appointment, Rank, and Tenure Committee; it shall take into consideration across-the-board increases, promotion increases, equity adjustments, and increases in the Personal Development Fund. This method of distribution shall be established and recommended to the President on or before March 1. The President makes the final decision on salary distribution.
- c. On or before December 15 of each year, the Dean of the Faculty shall make available to the Appointment, Rank, and Tenure Committee a summary of full-time ranked faculty salaries for the current academic year; at minimum, this summary shall identify the range and median salary of faculty at each rank.

#### **2.9.1.2 Payroll Period**

Salary payments are made on the twentieth (20th) day of each month on a twelve-month basis. Payment for full-time faculty members begins in September and concludes in August.

#### **2.9.1.3 Payroll Deductions**

The College must withhold and remit Federal Income Tax, State Income Tax, and FICA (Section 2.9.2.1.2 Social Security) in accordance with federal and state law. Faculty may arrange for voluntary salary deductions to pay for such options as dependent life insurance, charitable contributions, or retirement annuities. Information regarding the designation of certain payroll deductions as tax deferred contributions is available from the Human Resources Office.

#### **2.9.1.4 Per Course Rate of Compensation**

The per course rate of compensation for part-time, overload, and summer school teaching shall be determined annually by the Dean of the Faculty in consultation with the Appointment, Rank, and Tenure Committee, and recommended to the President for approval. This per course rate for the next fiscal year shall be announced on or before March 15. Per course rates may vary depending upon contract status, so long as tenure-track, and tenured faculty do not receive a lower rate than titled faculty.

##### **2.9.1.4.1 Summer Teaching**

Summer teaching contracts shall be term contracts with compensation based on the announced per course rate.

##### **2.9.1.4.2 Overload Compensation**

Overload assignments shall first be approved by the Dean of the Faculty. Faculty teaching an approved overload of less than one-half course shall negotiate a mutually agreeable compensation or workload adjustment arrangement with the Dean of the Faculty. If a mutually agreeable arrangement cannot be reached, the Dean shall make the final decision on the compensation or workload adjustment. Faculty teaching an approved overload of one-half course or more shall either be compensated in accordance with the announced per course rate or receive an equivalent adjustment to their future workload assignment.

Faculty who teach approved independent or arranged studies (Section 2.5.2.11) shall be compensated in accordance with written and published guidelines provided by the Dean of the Faculty. Compensation guidelines for faculty who supervise student internship experiences shall also be provided by the Dean of the Faculty. In establishing these guidelines, the Dean shall consult with Faculty Council.

##### **2.9.1.4.3 Part-time Titled Faculty**

Part-time titled faculty shall be paid on a per course basis at the announced rate of per course compensation. This rate may vary in accordance with the individual's educational background, experience, and teaching assignment.

#### **2.9.1.5 Salary Guidelines for Initial Appointment**

##### **2.9.1.5.1 Full-time Academic Faculty**

Guidelines for starting salaries for full-time academic faculty shall be established by the Dean of the Faculty in consultation with the Appointment, Rank, and Tenure Committee. These guidelines shall be based on examination of recent national salary data from institutions similar to Wartburg College for various ranks and disciplines; such data are typically reported by the College and University Personnel Association (CUPA), AAUP, and other similar agencies. The Dean of the Faculty recommends to the President initial salary of appointees; the President gives final approval.

##### **2.9.1.5.2 Faculty Changing from Administrative to Academic Contract**

Faculty employed initially on an administrative contract who change contract status in accordance with the provisions of Section 2.1.2.2 shall receive salary commensurate with their faculty peers who have not held administrative appointments. Other qualifications such as academic rank and previous experience shall also be taken into consideration when making salary decisions for these faculty.

## **2.9.1.6 Salary Guidelines for Continuing Appointments**

### **2.9.1.6.1 Salary Adjustment for Promotion in Rank**

Faculty who are promoted in rank shall receive an increase in their base salary beginning the year in which the promotion takes effect. This increase in base salary is separate from, and in addition to, salary-benefit adjustment(s) accorded to all equivalently ranked faculty members of the college during that academic year. For promotion to associate professor, by academic year 2018-2019 this increase shall be equal to 5.0% of the median salary of the associate professor rank, based upon salary data for the academic year in which the promotion is approved. For promotion to full professor, by academic year 2019-2020 this increase shall be equal to 8.5% of the median salary of the full professor rank, based upon salary data for the academic year in which the promotion is approved.

### **2.9.1.6.2 Increases for Completion of the Doctoral Degree**

Full-time ranked faculty shall receive a base salary increase of \$1,000 upon completion of the initial doctoral degree in a field directly related to their area of responsibility. The doctorate must be an earned doctorate from an accredited institution, or an acceptable foreign equivalent.

### **2.9.1.6.3 Equity Adjustments**

The Dean of the Faculty, in consultation with the Appointment, Rank, and Tenure Committee, shall identify faculty whose salaries are judged to be substantially below those of faculty with similar rank, experience, and qualifications. Such judgment shall be based on comparison with both College and peer institution salary distribution information. Faculty so identified shall be recommended by the Dean for an equity adjustment; the President has final authority in awarding the adjustment. Equity adjustments become part of the base salary for faculty.

## **2.9.2 Benefits**

The information included in this Faculty Handbook regarding College-sponsored benefits is a general overview of benefits offered at Wartburg College. Faculty should consult the Human Resources Office, the summary plan descriptions, and the plan documents to determine the terms and conditions of a specific benefit plan. Faculty shall be responsible for seeking necessary information and choosing appropriate benefit plans in accordance with required timelines. The President's Budget Advisory Council shall be responsible for reviewing the College's benefits package annually; such a review is to assure that appropriate changes and updates are considered by the College. Annually, the College Board of Regents reviews the benefits package as an integral part of approving the College budget.

Current College-sponsored benefits (Section 2.9.2.2) and the percent contribution levels of the college and faculty member are summarized in the Benefits Exhibit. This exhibit is provided by the Human Resources Office and is updated each August. Any proposed change(s) to the benefits listed in column 1, 3 or 4 of this Benefits Exhibit shall be submitted by the College President to the Faculty Council for its review and recommendation(s) to the faculty for action. In submitting the proposed change to the Faculty Council, the President shall specify a reasonable time period (not less than 20 class days) within which the faculty response to the proposed change(s) shall be communicated to the President by Faculty Council. The President's final action with respect to the proposed benefits change(s) shall occur after the faculty response is received from Faculty Council or the time period expires.

### **2.9.2.1 Statutory Benefits**

The College provides statutory benefits to academic faculty, including Workers' Compensation, Social Security (in accordance with the Federal Insurance Contributions Act, FICA), unemployment insurance, and health care continuation. The Human Resources Office shall make available to faculty information that describes mandatory benefits and shall notify faculty of any substantial modifications in coverage or options for enrollment.

#### **2.9.2.1.1 Workers' Compensation**

The College shall pay the cost of workers' compensation insurance in accordance with Iowa law.

#### **2.9.2.1.1 Social Security**

The individual and the College contribute toward Social Security in accordance with rates in effect as determined by FICA. The contribution of faculty is withheld from the salary check. Ordained clergy may claim self-employed status for purposes of Social Security, in which case they pay their own Social Security.

#### **2.9.2.1.3 Unemployment Compensation**

The College shall pay the cost of unemployment benefits in accordance with Iowa law.

#### **2.9.2.1.4 Continuation of Health Care Benefits**

Upon separation from the College (Section 2.10), full-time academic faculty shall be provided the opportunity for continuation of health benefits. In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), former faculty shall pay for continuing coverage at the rate specified by COBRA policy. Information on specific policies and procedures regarding COBRA coverage may be obtained from the Human Resources Office.

### **2.9.2.2 College-sponsored Benefits**

Full-time academic faculty shall receive the following College-sponsored benefits: retirement, major medical/dental, long term disability, accidental death or dismemberment, life insurance, travel and liability insurance, and tuition remission. The Human Resources Office shall make available to faculty information that describes current College-sponsored benefits and shall notify faculty of any substantial modifications in coverage or options for enrollment.

Information regarding additional benefits for ordained clergy shall be available from the Human Resources Office.

#### **2.9.2.2.1 Retirement**

A retirement benefit shall be provided for all full-time academic faculty by means of participation in Teachers Insurance and Annuity Association/ College Retirement Equities Fund (TIAA/CREF). Currently, the retirement contribution the College provides for eligible employees is 6% of the base salary. The college administration and the Retirement Plan Subcommittee will revisit this benefit annually. Faculty may make arrangements with the College to voluntarily reduce their salary, in accordance with limitations specified in current law, as a supplemental contribution to their retirement benefit; Additional information regarding such supplemental retirement contributions shall be available



from the Human Resources Office.

#### **2.9.2.2.2 Health and Other Benefits**

Medical/dental, short term and long term disability, accidental death and dismemberment, and life insurance benefits shall be provided by the College to full-time faculty.

#### **2.9.2.2.3 Liability and Travel Insurance**

While on College business, the College shall provide professional liability insurance and travel insurance at no cost to the faculty member. Prior to departing on an international trip or on a trip which includes students, faculty should contact the Business Office for more detailed information regarding insurance coverage.

#### **2.9.2.2.4 Ordained Clergy**

Ordained faculty may, under IRS regulations, request that a portion of their salary be designated as a housing allowance. This benefit is only available to those who elect to take the self-employment option regarding Social Security (Section 2.9.2.1.2). The ordained faculty member assumes full responsibility for compliance with IRS definitions of "costs to provide a home." Requests for housing allowances must be submitted annually on a form provided by the Human Resources Office.

#### **2.9.2.2.5 Tuition Remission**

Full-time academic faculty, their spouses, and their dependent children shall be eligible for full tuition remission at Wartburg College for courses offered in the residential program during the regular academic year. For the purpose of this policy, "dependent child" shall mean the faculty member's child who is under the age of 24 and meets the definition of a dependent as defined in FAFSA or Internal Revenue Service Federal Tax guidelines. In the case of a deceased faculty member, the above definition of dependent child shall be applied in relationship to the surviving spouse or legal guardian.

Retired faculty shall be eligible for full tuition remission at Wartburg College. In addition, the spouses and dependent children of retired, disabled, and deceased full-time faculty shall be eligible for tuition remission. In these cases, the benefits shall be based upon the number of years of service at Wartburg. For each full year of service completed at the College by a faculty member, spouses and dependent children shall receive tuition remission of 15%.

Tuition remission shall be available for no more than the equivalent of four years of full-time study. Tuition remission during the College's summer sessions is offered on a "when available" basis, which means the course has satisfied minimum enrollment requirements, excluding tuition remission eligible student(s), but is not filled to capacity, as defined in the Faculty Handbook (Section 2.5.2.6.5). Tuition related to internships and independent/arranged studies for part-time and summer-session students is not covered under tuition remission. In order to receive the maximum possible tuition remission benefit for an academic year, all applicants must file the appropriate paperwork annually as outlined in the Tuition Remission Exhibit.

#### **2.9.2.2.6 Tuition Exchange Programs**

Dependents of full-time faculty shall be eligible to participate in a College-approved tuition exchange program. Information regarding college tuition-exchange agreements shall be available in the Office of

the Director of Human Resources. Should the College lose its good standing in a College-approved tuition exchange program, the College will employ a system to prioritize the acceptance of applications into the exchange program as described in the Tuition Exchange Programs Exhibit. Any proposed change(s) to the Tuition Exchange Programs Exhibit shall be submitted by the College President to the Faculty Council for its review and recommendation(s) to the faculty for action. In submitting the proposed change to the Faculty Council, the President shall specify a reasonable time period (not less than 20 class days) within which the faculty response to the proposed change(s) shall be communicated to the President by Faculty Council. The President's final action with respect to the proposed benefits change(s) shall occur after the faculty response is received from Faculty Council or the time period expires. Current exchange balance information for all College-approved tuition exchange programs shall be maintained in the Office of the Director of Human Resources and made available to any faculty member upon request.

### **2.9.3 Leaves**

Faculty anticipating a leave for any reason shall consult with the Dean of the Faculty and their Department Chair at the earliest possible date. Leaves related to Faculty Development are described in Section 2.8.

Within reason, the date of return to service for faculty on any type of extended leave should coincide with the beginning of a term or a time which minimizes interference with the substitute teaching arrangements made. The date of return from leave shall be negotiated with the Dean of the Faculty, in consultation with the appropriate Department Chair. Each Department Chair shall be responsible for establishing a procedure by which department faculty report leave days to the Dean of the Faculty who will forward this information to the Human Resources office (HRO).

Once a faculty member has negotiated a leave, it may also be necessary to consult with the HRO, especially if the leave involves the Family and Medical Leave Act (FMLA), short-term disability, or long-term disability. The HRO will maintain a record of leaves and assist faculty in completing the necessary paper work.

#### **2.9.3.1 Family and Medical Leave Act (FMLA) Leave**

After their first full year of service, full-time academic faculty and part-time faculty who qualify under federal guidelines shall be eligible for twelve (12) weeks of FMLA leave during each academic year they are under contract. The leave may be taken in one block or intermittently, as negotiated with the Dean of the Faculty. FMLA leave includes medical leave, personal days, and/or short-term disability; when paid leave is exhausted, any remaining FMLA leave is unpaid.

Family leave shall be used under those circumstances where the faculty member requires time off in order to provide care for (a) a newborn or recently-placed child for whom the faculty member has parental responsibility; (b) a child, spouse, or parent (or other person who had parental responsibility for the faculty member) with a serious health condition; (A serious health condition is a condition that requires inpatient care or continuing treatment.); (c) a faculty member's own serious health condition; (d) care of a military service member (spouse, son, daughter, parent or next of kin) with serious injury or illness; (e) qualifying exigency when a family member (spouse, son, daughter, or parent) is serving on active military duty.

The College shall continue to provide health benefits to faculty on family leave under the same conditions that apply had the faculty not taken leave. Upon return to the College following medical or family leave, faculty shall be guaranteed their same position with all benefits intact.

### **2.9.3.1.1 Medical Leave**

Upon hire, full-time academic faculty shall receive 10 working days of medical leave each year which can be accumulated up to a total of 120 days. Medical leave shall not accrue for faculty on leaves without pay. Faculty who sever their employment with the College for any reason shall not receive compensation for unused medical leave.

A day of medical leave shall be used when a faculty member misses a full class day during a contract period due to the employee's own illness, medical examinations, or treatment, condition of pregnancy, or childbirth, disabling illness, or injury not covered by workers' compensation. Medical leave may also be used for optical, dental, substance abuse, psychological, or psychiatric care. A non-birth parent may use up to 15 days of medical leave to care for a newborn or recently placed child. Each Department Chair shall be responsible for establishing a procedure by which department faculty report medical leave days taken.

When faculty are ill for a brief period of time, their classes may be canceled, their teaching loads may be carried by departmental staff, or other temporary arrangements may be made. When it becomes obvious that a faculty member will be absent for a longer period of time (more than a week), the Department Chair shall request that the Dean of Faculty make arrangements for obtaining a qualified substitute. The person secured as a substitute shall be either a current faculty member on paid overload or a qualified, temporary substitute teacher.

Medical statements are not ordinarily required; however, when medical leave exceeds 10 working days, the Dean of the Faculty may request a medical statement.

Ranked academic faculty who present evidence that they have exhausted their paid medical leave may submit a request to the Dean of the Faculty and the Human Resources Office for short-term disability or long-term disability.

### **2.9.3.1.2 Short-Term Disability**

Upon hire, an employee who misses or anticipates missing 30 calendar days due to a non-work-related illness or injury will be expected to complete the short-term disability (STD) and FMLA application forms. The following apply to STD:

- (a) There is a 30-calendar-day elimination period for STD. Employees with leave banked would be given the option of using their bank during their elimination period, and would continue to receive benefits and accrue paid leave
- (b) If approved for STD, the employee will be treated as an active employee for the purposes of health, dental, life and disability insurance, and job rights.
- (c) Employees must continue to pay their portion of the insurance premiums to continue coverage.
- (d) Medical leave and personal days do not accrue while an employee is on STD.
- (e) The College may fill the position on a temporary basis.

### **2.9.3.1.3 Long-Term Disability**

Upon hire, an employee who misses or anticipates missing 120 calendar days due to a non-work-related illness or injury will be expected to complete the long-term disability (LTD) forms and social security disability application forms. The following apply to LTD:

- (a) There is a 120-calendar-day elimination period for LTD. Employees with leave banked would be given the option of using their bank during the elimination period and would continue to receive benefits and accrue paid leave.
- (b) If approved for LTD, the employee will be treated as a terminated employee for all benefits and job rights, unless there is a reasonable assurance that they plan to return to work on a full- or part-

time basis within the next six months.

- (c) The college may fill the position on a permanent basis once the employee is no longer on the Wartburg College payroll.
- (d) Benefit continuation through COBRA will be offered.
- (e) Upon return to good health and with a doctor's release, disabled employees may request reinstatement. They may be hired and offered reinstatement rights only if a position is available and they are qualified, selected, and appointed through the college selection process.
- (f) If a faculty member is eligible for retirement or emeriti status at the time they are approved for long-term disability, they may retire or be recommended for emeriti status.

#### **2.9.3.1.4 Personal Days**

Upon hire, full-time academic faculty shall receive two paid personal leave days each academic year. Faculty shall provide prior notification to the Office of the Dean of the Faculty and their Department Chair for each day of personal leave used.

#### **2.9.3.2 Jury Leave**

Full-time academic faculty shall be eligible for paid jury duty leave. When brief periods of jury duty are involved, the teaching assignments of the faculty member on jury leave shall either be covered by department colleagues or be replaced with appropriate substitute activities as arranged with the Department Chair. When it becomes obvious that faculty on paid jury leave will be absent for longer periods of time, the Dean of the Faculty shall immediately make arrangements for securing a qualified substitute; the substitute may be a current faculty member on paid overload.

#### **2.9.3.3 Leaves Without Pay**

Full-time academic faculty shall be eligible for leave without pay for family leave, military service, public service, or other personal reason(s). Applications for leave without pay shall be submitted to the Dean of the Faculty and shall specify the reason(s) for, as well as the duration of, the leave request. The Dean, who may consult with the appropriate Department Chair, Appointment, Rank, and Tenure Committee, and/or Faculty Council, shall make a recommendation on the leave request to the President; the President makes the final decision on a request for leave without pay.

Faculty on leave without pay shall not receive a salary; however, arrangements for the following benefits may be negotiated with the Dean of the Faculty: base salary adjustment, tuition remission, progress toward tenure and promotion, and/or continuation of health benefits as stipulated in Section 2.9.2.1.4. All such arrangements shall be subject to approval by the President and shall be stipulated in signed, written agreements.

##### **2.9.3.3.1 Military Leave**

Wartburg College complies with the Uniform Services Employment and Reemployment Rights Act of 1994 as amended on December 10, 2004 (USERRA). Appointment status and salary base for faculty on military leave shall be maintained for the duration of the required military service.

##### **2.9.3.3.2 Political Leave**

Faculty who contemplate seeking political office shall make application for a leave without pay in the academic year prior to the term in which the election occurs. Appointment status and salary base shall be maintained for two (2) academic years during which such leave is taken. After two years, maintenance of

rank, tenure, and salary base shall be negotiated with the Dean of the Faculty, approved by the President, and stipulated in signed, written agreements.

#### **2.9.3.4 Veteran's Day**

An employee who is a veteran may take time off on Veteran's Day, November 11, if they would normally be scheduled to work. Employees must provide reasonable notice to their supervisor if they intend to take this day off. Employees eligible for personal days may use personal days to remain in pay status for the day

## **2.10 Separation**

Faculty members may sever their employment with the College voluntarily (through resignation or retirement), or the College may take action for separation (through non-reappointment, dismissal, or termination). Temporary separation may occur through suspension or other disciplinary action.

### **2.10.1 Resignation**

Full-time faculty who intend to resign shall submit written letters of resignation to the President, with a copy to the Dean; this notice should be submitted at the earliest possible opportunity and preferably before May 15.

Part-time faculty who intend to resign their appointments shall submit a written letter of resignation to the Dean of the Faculty at the earliest possible opportunity.

In consideration of the welfare of students, faculty should resign at a time which coincides with the end of their contract period. The President shall inform the faculty member promptly of the action taken on the resignation.

### **2.10.2 Retirement**

Full-time academic faculty who intend to retire shall submit letters stating the effective date of retirement to the President, with a copy to the Dean, at the earliest possible opportunity. Unless there are extenuating circumstances, this should be no later than 30 September of the academic year in which the faculty member plans on retiring.

Full-time academic faculty are eligible to retire at age 55 provided they have completed ten years of benefit eligible service to the College. The College may provide early or phased retirement options at the discretion of the President (Section 2.2.6.4, Transitional Appointment). Information on such options shall be available from the Dean of the Faculty.

### **2.10.3 Non-reappointment of Tenure-Track Faculty**

#### **2.10.3.1 Definition of Non-reappointment**

Non-reappointment is a means of separation by which the College severs its employment relationship with tenure-track contract faculty at the end of a contract period. In the final instance, the decision not to renew the appointment of a tenure-track contract faculty member rests with the College President, after receiving and considering recommendations of the Dean of the Faculty and, as applicable, the Appointment, Rank, and Tenure Committee, as described in either Section 2.2.5.5 or 2.7.6.

### **2.10.3.2 Notification**

Written notice of non-reappointment shall be sent from the President to tenure-track faculty by certified mail on or before:

- a. March 15 of the contract year in which the appointment expires, for faculty in their first academic year of service;
- b. December 15 of the contract year in which the appointment expires, for faculty in their second academic year of service;
- c. March 15 of the contract year preceding expiration of the appointment, for faculty in their third academic year of service or beyond.

#### **2.10.3.2.1 Reasons**

A notice of non-reappointment is not a dismissal for cause, and tenure-track contract faculty have no contractual right to employment beyond the expiration of their contracts. In taking the action of non-reappointment, the College is not obligated to demonstrate the validity of the decision. Therefore, the provision of reasons shall not be equated with such a demonstration. However, a faculty member who is non-reappointed shall be advised, upon written request to the Dean, of the reasons which contributed to the non-reappointment decision. If the faculty member so requests, those reasons shall be confirmed in writing.

### **2.10.4 Dismissal**

#### **2.10.4.1 Definition**

Dismissal is a severance action by which the College, for adequate cause, ends its employment relationship with academic faculty.

Adequate cause for dismissal shall be based upon justifiable reasons (Section 2.10.4.2). The burden of proof that adequate cause exists shall rest with the College.

#### **2.10.4.2 Reasons for Dismissal**

Dismissal may occur for reasons including, but not necessarily limited to:

- a. demonstrated incompetence or dishonesty in teaching, scholarship, and/or service;
- b. deliberate and grave violation of the standards of professional conduct set forth in Section 2.4;
- c. continued serious neglect of basic duties or responsibilities as set forth in Section 2.5 and in spite of two or more written warnings from the Dean of the Faculty regarding such neglect;
- d. conviction of a felony or other conduct which directly and substantively impacts the fitness of the faculty member in their discharge of professional responsibilities.

#### **2.10.4.3 Procedures for Dismissal**

The President may, if circumstances justify, suspend a faculty member at any time during a dismissal action (Section 2.10.6). A suspension which is intended to be final shall be treated as a dismissal.

Prior to the Dean's recommendation to the President on dismissal action, the faculty member shall be

notified in writing by the Dean of the proposed dismissal action with stated reasons. The faculty member shall be required to attend a joint meeting with the Dean and the Appointment, Rank, and Tenure Committee, which must occur within ten (10) working days after the faculty member's receipt of the Dean's notice. The purpose of this meeting shall be to examine, with the faculty member, the circumstances of the dismissal action and hear the faculty member's response to the action. Failure of the faculty member to attend this joint meeting, without reasonable cause, shall be noted in the Dean's recommendation to the President regarding dismissal.

After the Appointment, Rank, and Tenure Committee hears the faculty member's response and consults with the Dean, the Dean shall either forward to the President a written recommendation for dismissal, with a copy sent to the faculty member, or notify the faculty member in writing that dismissal action will not be taken.

If the President concurs with the Dean's recommendation for dismissal, then the President shall send written notification of the dismissal action to the faculty member and inform the faculty member of the right to a review hearing, as described in Section 2.10.4.5.

#### **2.10.4.4 Notification**

Written notice of dismissal shall be sent from the President to faculty by certified mail and shall include reasons for dismissal, a statement of the evidence supporting dismissal, the effective date of dismissal, statement of the faculty member's right to a review hearing, and the time and date established for the hearing. Notice of dismissal may be given at any time. Salary and benefits shall continue until the effective date of dismissal.

#### **2.10.4.5 Review Hearing**

Review of dismissal of academic faculty shall be granted automatically.

##### **2.10.4.5.1 Procedures for Review of Dismissal**

A faculty member who receives notice of dismissal shall have the right to a closed hearing before the Faculty Review Committee (Sections 1.6.4 and 2.11.7.1). The faculty member's review hearing shall be scheduled by the President within ten (10) working days of the faculty member's receipt of the dismissal notice.

If the faculty member fails to attend the review hearing without reasonable cause, then the dismissal action shall proceed in accordance with the terms specified in the notice of dismissal and the faculty member shall have waived all rights to internal review of the dismissal action.

When a review hearing is held, the Faculty Review Committee shall not be bound by formal rules of evidence and procedure. The Committee shall, with the consent of the parties concerned, attempt to simplify the issues, clarify the facts, provide for the exchange of information, and/or achieve other objectives to make the hearing fair, effective, and expeditious.

The Chair of the Faculty Review Committee shall conduct the proceedings and rule on all contested requests for information. The faculty member may elect to be accompanied by a colleague who holds a current appointment as a member of the academic faculty. The College shall be represented by the Dean of the Faculty. Attendance at the hearing is otherwise closed to everyone except witnesses called by the faculty member, the Dean or the Committee. The Chair of the Faculty Review Committee shall notify the faculty member and Dean, in advance, of the list of witnesses to be called.

The review hearing shall be electronically recorded and the recordings shall be transcribed at the request of the faculty member and at the cost of the College. The Chair of the Faculty Review Committee shall keep custody of the original recordings and transcripts, together with the original appeal and all other documents and evidence submitted during the proceedings, until final resolution of the review hearing.

The Chair of the Faculty Review Committee has discretion to grant adjournments to enable either party time for discovery, so long as such requests are reasonable and relate substantively to the hearing proceedings.

The faculty member and the Dean shall have the right to cross-examine all witnesses. Where witnesses cannot or will not appear, but the Faculty Review Committee determines that their written statements are admissible, the Faculty Review Committee shall identify witnesses, disclose their statements to both parties, and allow for interrogatories to be presented to the witnesses making the written statements.

Within ten (10) working days of the conclusion of the hearing, the Chair of the Faculty Review Committee shall present to the President written findings of fact and recommendations as to the review of the faculty member's dismissal; copies must at the same time be sent to the faculty member and the Dean. The Faculty Review Committee report must contain recommendations regarding whether adequate cause for dismissal has or has not been established and whether dismissal is or is not the appropriate sanction.

Within ten (10) working days after receipt of the Faculty Review Committee findings, the President shall issue a written decision on the faculty member's review, with copies to the Chair of the Faculty Review Committee, the faculty member and the Dean. If the faculty member's dismissal is reversed, the written decision shall state the effective date of re-employment. If the faculty member's dismissal is sustained, the written decision shall state the effective date and terms of separation. The President shall render the final institutional decision on the review of dismissal.

## **2.10.5 Termination**

### **2.10.5.1 Definitions**

- a. Termination is a means of separation by which the College terminates the service of academic faculty for reasons of (1) severe mental or physical illness or (2) reduction in force resulting from a bona fide financial exigency or from the formal reduction or discontinuance of a degree or program area.
- b. Determination of severe mental or physical illness shall be based upon clear and convincing medical evidence that the faculty member is unable to perform expected duties and responsibilities despite reasonable accommodation(s) by the College President.
- c. Reduction in force is the elimination of faculty appointments resulting from bona fide financial exigency or formal reduction or discontinuance of degree or program areas.
- d. Bona fide financial exigency exists when the Board of Regents determines that the financial condition of the College threatens the survival of the institution as a whole and this condition cannot be alleviated by less drastic means than the termination of College employees.
- e. Formal reduction or discontinuance means the reduction or elimination of a degree or program area through action initiated by the College.



- f. Degree means any baccalaureate degree awarded by the College.
- g. Program means a group of courses leading to a major or minor, a sequence of courses with a common prefix, a service, or support area, or any curriculum area identified as such by distinct faculty action.
- h. Service or support areas include all those units of the College not directly involved in delivery of credit-bearing instruction, including for example, student services, academic support services, and the library.

### **2.10.5.2 Severe Mental or Physical Illness**

Faculty members who experience a severe mental or physical illness shall be eligible for disability benefits as described in Section 2.9.2. In these circumstances, the first responsibility of the Dean of the Faculty shall be to advise the faculty member of the available benefits.

If the Dean of the Faculty, after consultation with the Appointment, Rank, and Tenure Committee, has reasonable cause to believe that a faculty member is unable to perform expected duties and responsibilities due to severe mental or physical illness, the Dean may ask the individual to submit to a psychiatric or physical examination at College expense by a physician designated by the College. If either the individual or the College desires, a second medical opinion may be requested from a physician mutually agreed to by both parties and paid by the College. If agreement cannot be reached, the College shall have the right to select the second provider. If clear and convincing medical evidence exists to support the conclusion that the faculty member is unable to perform duties and responsibilities due to mental or physical condition(s), then the Dean may initiate procedures for termination. Such procedures may not be initiated if the faculty member is on approved medical leave.

#### **2.10.5.2.1 Procedures for Termination for Severe Mental or Physical Illness**

- a. The President may, if circumstances justify, suspend a faculty member at any time during a termination action for severe mental or physical illness (Section 2.10.6).
- b. Written recommendations for termination for severe mental or physical illness shall be submitted to the President by the Dean with a copy to the faculty member involved.
- c. Prior to the Dean's recommendation to the President on termination action, the faculty member shall be notified in writing by the Dean of the proposed termination action; notification of required attendance at a joint meeting with the Dean and the Appointment, Rank, and Tenure Committee shall also be included. This joint meeting shall be scheduled within ten (10) working days after the faculty member's receipt of the Dean's notice. The purpose of this meeting shall be to provide an opportunity for the Appointment, Rank, and Tenure Committee to review the circumstances of the termination action with the faculty member and to hear the faculty member's response to the action. Failure of the faculty member to attend this joint meeting, without reasonable cause, shall be noted in the Dean's written recommendation to the President regarding termination.
- d. After the Appointment, Rank, and Tenure Committee hears the faculty member's response and consults with the Dean, the Dean shall either forward a written recommendation to the President for termination, with a copy to the faculty member, or notify the faculty member that termination action will not be taken.

- e. If the President concurs with the Dean's recommendation for dismissal, then the President shall send written notification of the dismissal action to the faculty member and inform the faculty member of the right to a review hearing, as described in Section 2.10.5.2.3.

#### **2.10.5.2.2 Notification**

Notification of termination for reasons of severe mental or physical illness shall be sent from the President to faculty by certified mail and shall specify the effective date of termination, the faculty member's right to a review hearing, and the time and date of the hearing. Notice of termination for mental or physical illness may be given at any time and may take effect before expiration of academic year or fiscal year contracts. Salary and benefits shall not cease until the effective date of termination.

#### **2.10.5.2.3 Review Hearing**

Review of termination for reasons of severe mental or physical illness for term, tenure-track, or tenure contract faculty shall be granted automatically. Review procedures for terminations shall be identical to those for dismissal (Section 2.10.4.5.1).

### **2.10.5.3 Reduction in Force**

#### **2.10.5.3.1 Priorities**

In the event of a bona fide financial exigency or the formal reduction or discontinuance of a degree or program area, the retention of viable academic programs and the protection of tenure are of primary importance. Therefore, when reasonable means for coping with bona fide financial exigency or formal reduction or discontinuance of degree or program areas have been exhausted, without resorting to the elimination of faculty positions, termination of faculty appointments shall be made by the President, in accordance with the procedures described in Section 2.10.5.3.7 and the following sequence:

- a. Consideration of attrition resulting from resignation, retirement, or other severance actions.
- b. In the case of a bona fide financial exigency, termination of term contract faculty appointments, without regard to degree or program area. In the case of program reduction or discontinuance, termination of term contract faculty appointments within the affected program area(s) on the basis of the criteria specified in Section 2.10.5.3.2.
- c. Termination of tenure-track and/or tenure-contract faculty appointments based on:
  1. the recommended list of reduced or discontinued degree or program areas, as determined by the procedures described in Section 2.10.5.3.7;
  2. the criteria specified in Section 2.10.5.3.2;
  3. the retention of tenure-contract faculty over tenure-track contract faculty within the same area of responsibility;
  4. the application of replacement, retraining, and reinstatement provisions described in Sections 2.10.5.3.4 through 2.10.5.3.6.

#### **2.10.5.3.2 Criteria**

In making recommendations on reductions in force, the following criteria shall apply:

- a. qualifications of faculty members as documented in official personnel files and as judged relative to the maintenance of the academic viability of remaining degree or program areas;
- b. given relatively equal standing as determined in a above, seniority as determined by length of

service at the College.

### **2.10.5.3.3 Notification**

Notification of termination for reduction in force shall be sent from the President to the faculty member by certified mail. It shall specify the reasons for and evidence supporting such termination, the effective date of termination, the faculty member's right to replacement, reinstatement or retraining (if applicable), the right to a review hearing, and the time and date of such a hearing (if applicable). Notice of termination for reduction in force due to financial exigency or formal reduction or discontinuance of degree or program area may be given at any time to term contract faculty; termination may take effect before expiration of academic or fiscal year contracts, provided that a minimum of sixty calendar days expires between the date of notification and the effective date of termination.

Notice of termination for reduction in force due to financial exigency or formal reduction or discontinuance of degree or program areas shall be given to tenure contract faculty not later than one calendar year in advance of its effective date. Notification deadlines for tenure-track faculty shall be the same as those set forth in Section 2.10.3.2. Salary and benefits shall continue until the effective date of termination.

### **2.10.5.3.4 Replacement Rights**

Tenure contract faculty who receive notice of termination for reason of reduction in force shall automatically be considered as potential replacements for positions vacated by the termination of term or tenure-track faculty in other degree or program areas.

If, in the judgment of the President, who must consult with the Dean and the Appointment, Rank, and Tenure Committee, faculty do meet or exceed qualifications for a vacancy, then they shall immediately be assigned to the open position at their current rank and at a comparable salary. If the judgment is that faculty who seek to replace other terminated faculty are not qualified for the position, then they shall be notified in writing and not granted the position.

### **2.10.5.3.5 Reinstatement Rights**

Tenure contract faculty who are terminated for reason of reduction in force shall automatically receive notice of all faculty vacancies advertised within a three-year period of the effective date of termination. Terminated tenure contract faculty who believe they are qualified to fill an advertised vacancy, and so notify the President, shall be considered for reinstatement by the President.

If, in the judgment of the President, who must consult with the Dean and the Appointment, Rank, and Tenure Committee, faculty who seek reinstatement meet or exceed qualifications for the vacancy as stated in the position announcement, then they shall be immediately reinstated to the announced position at the rank they held at the time of termination and at a comparable salary. If the judgment is that faculty who seek reinstatement are not qualified for the vacancy, then they shall be notified in writing and not reinstated.

### **2.10.5.3.6 Retraining Efforts**

In the event of terminations of tenure contract faculty for reasons of reduction in force, the College shall, in the period between notification and the effective date, assist faculty members preparing for assignment to other degree or program areas where vacancies exist or are anticipated. Assistance may include, but

need not be limited to, granting a paid leave for retraining or participation in other faculty development programs; provision of outplacement seminars dealing with employment search strategies, career changes, and the like; use of College resources, as approved by the Dean, in the employment search; and other appropriate services offered through the Office of the Dean for a period of six months from the effective date of termination.

### **2.10.5.3.7 Procedures for Termination for Reduction in Force**

#### **2.10.5.3.7.1 Financial Exigency**

- a. The Board of Regents is solely authorized to declare a state of bona fide financial exigency. Such declaration shall be made only after a presentation of relevant financial data by the President to a meeting of the faculty.
- b. Within five (5) working days of a declaration of bona fide financial exigency by the Board of Regents, the President shall notify the President's Budget Advisory Council (replace Budget and Building) of such declaration and charge that Council to prepare, within twenty (20) working days of receipt of such notice, recommendations to be submitted to the President for dealing with the financial exigency. If the Council does not submit such recommendations, the President shall exercise sole discretion in responding to the financial exigency.
- c. If the recommendations of the President's Budget Advisory Council (Replace Budget and Building) do not require reductions in force of faculty, and if the President agrees that reductions in force of faculty are not required, then the President shall present a response and recommendations, together with the recommendations of the President's Budget Advisory Council, (replace Budget and Building) to the Board of Regents for its action.
- d. If the recommendations require reductions in force of faculty, the President shall notify the Faculty Council that reductions in force are necessary and charge the Council to prepare a recommended list of degree or program areas to reduce or eliminate within thirty (30) working days of receipt of such notice. If the Council does not submit a recommended list within this timeline, the President shall charge the Dean of the Faculty to prepare a recommended list.
- e. The Faculty Council (or, as appropriate, the Dean) shall prepare the recommended list of reductions or eliminations of degree or program areas on the basis of existing, published procedures and criteria used by the Council in conducting systematic program reviews. In the course of its deliberations, the Faculty Council may seek information or recommendations from departments, Department Chairs, the Educational Policies Committee, individual faculty members, or other appropriate sources. The Council may hold open hearings and make use of information gathered through prior program review(s).
- f. The recommended list of degree or program areas to be reduced or eliminated shall be submitted to the faculty for their action and approved by the President. The President shall then transmit the approved list to the Dean, who shall consult with the Appointment, Rank, and Tenure Committee in recommending the names of faculty members to be reduced in force in accordance with the priorities and criteria specified in Sections 2.10.5.3.1 and 2.10.5.3.2, respectively. The Appointment, Rank, and Tenure Committee may consult with appropriate Department Chairs and/or interview faculty members in the affected degree or program areas.
- g. The President shall render the final decision on terminations for reduction in force for reasons of financial exigency and shall notify the faculty member(s) involved in accordance with the

provisions of Section 2.10.5.3.3

#### **2.10.5.3.7.2 Formal Reduction or Discontinuance of Degree or Program Areas**

- a. Formal reduction or discontinuance of existing degree or program areas shall occur only after a program review has been conducted by the Faculty Council, a recommendation submitted to the faculty for their action, and approval is given by the College President.
- b. Program reviews shall be conducted in accordance with the procedures and criteria announced and distributed by the Faculty Council.
- c. If formal reduction or discontinuance of an existing degree or program area does not require reduction in force, the President shall submit the proposal to reduce or discontinue, together with any recommendations of the President, to the Board of Regents for its action.
- d. If formal reduction or discontinuance does require reduction in force, then the President shall charge the Dean, in consultation with the Appointment, Rank, and Tenure Committee, to recommend names of faculty members to be reduced, in accordance with the priorities specified in Section 2.10.5.3.1 and the criteria described in Section 2.10.5.3.2.
- e. The President shall render the final decision on terminations for reduction in force for reasons of formal reduction or discontinuance of a degree or program area and shall notify the faculty member(s) in accordance with the provisions of Section 2.10.5.3.3.

#### **2.10.5.3.8 Review Hearing**

Review of termination for reduction in force is possible only for reasons of formal reduction or discontinuance of a degree or program area and available only to tenure contract faculty on the grounds of violation of academic freedom or violation of the policies and procedures contained in Chapter 2 of this *Faculty Handbook*.

##### **2.10.5.3.8.1 Procedures for Review of Termination for Reduction in Force**

Review procedures for termination due to reduction in force shall be identical to those for dismissal (Section 2.10.4.5.1).

#### **2.10.6 Suspension**

A faculty member may be summarily suspended upon a finding of the President that there is good cause to believe that:

- a. the continued presence of the faculty member on the grounds of the College would endanger the safety or well-being of the faculty member or other members of the College community;
- b. the continued functioning of the faculty member in the position would substantially impair or disrupt the regular functions of the College.

Before suspending a faculty member, the President shall consult with the Appointment, Rank, and Tenure Committee regarding the propriety, length, and other terms of the suspension. The suspended faculty member shall have the opportunity of a review hearing in accordance with the procedures set forth in Section 2.10.4.5.1. Salary and benefits shall remain in force for the duration of the suspension.

## **2.10.7 Disciplinary Actions**

### **2.10.7.1 Warnings**

If the Dean of the Faculty has evidence that a faculty member is demonstrating continued serious neglect of professional standards, duties, and/or responsibilities stated in this *Faculty Handbook*, then the Dean may issue a written warning to the faculty member. This written notice shall specify the basis upon which the warning is warranted, suggest appropriate remedial action(s), and invite the faculty member to respond in writing or in a meeting with the Dean. The written warning and, if submitted, the faculty member's written response shall be entered into the permanent personnel file (Sections 2.6.2 and 2.6.4).

Following two such written warnings, and, in the presence of evidence that the faculty member's conduct has not substantially changed, the Dean shall consult with the Appointment, Rank, and Tenure Committee regarding the proposed disciplinary action. The Dean may then either issue another warning letter or recommend to the President that specific sanction(s) (Section 2.10.7.2) be imposed. If the Dean recommends sanction(s) and the President concurs, then the President shall send written notice to the faculty member specifying the sanction(s) being applied.

### **2.10.7.2 Sanctions**

When disciplinary action involves the imposition of a sanction--such as an oral reprimand, a written reprimand, denial of specific faculty privileges, reassignment of teaching duties, or removal from assignments or administrative duties--the faculty member may grieve the imposition of the sanction in accordance with the policies and procedures in Section 2.11.

If the President believes that the conduct of a faculty member is sufficiently grave to justify suspension or dismissal, the faculty member shall have an opportunity of a hearing in accordance with the procedures set forth in Section 2.10.4.5.1.

## **2.11 Grievance Procedure**

### **2.11.1 Purpose**

All problems or disputes should be resolved informally whenever possible before the filing of a grievance. Open communication between administrators and faculty is encouraged so that resort to the formal grievance procedure may not be necessary. The purpose of this procedure is to promote prompt and efficient investigation and resolution of grievances through mediation. This shall be the sole College procedure for submission of faculty grievances for formal resolution. In recognition of the fact that the commitment of the College and the grievant to this process is necessary in order to achieve its designed objectives, if the grievant seeks resolution of the subject matter of a pending grievance in any forum or by any set of procedures other than those established in this section, whether administrative or judicial, the College shall be under no obligation to continue with the process outlined in this grievance procedure.

### **2.11.2 Confidentiality**

Grievance proceedings shall be confidential, subject only to the need of the grievant and the College to comply with the processes specified herein, and to present evidence concerning the grievance in other judicial or administrative proceedings (Section 2.11.8). All hearings shall be held in private, unless otherwise mutually agreed to by the grievant and the President.

### 2.11.3 Definitions

For purposes of this procedure:

- a. the term grievance shall mean an allegation that the grievant's employment rights or entitlements have been adversely affected because of a violation of academic freedom or violation of the policies and procedures contained in Sections 1.5, 1.6, 1.8, and Chapter 2 of this *Faculty Handbook*. This grievance procedure shall not apply to decisions reached on the basis of procedures set forth in Section 2.10.4 or 2.10.5.
- b. decisions on reappointment, tenure, or promotion may be grieved only on the grounds specified in a., above, or on the grounds of inadequate consideration by the Appointment, Rank, and Tenure Committee.
- c. the term inadequate consideration refers to procedural rather than substantive issues related to the process of making a recommendation on reappointment, tenure, or promotion. In specifying inadequate consideration as grounds for a grievance, the grievant may argue, for example, that the decision was not arrived at conscientiously, that all evidence which the grievant submitted was not considered by the Appointment, Rank, and Tenure Committee, that relevant sources of evidence were not identified in this *Faculty Handbook* and considered by the Appointment, Rank, and Tenure Committee, or that irrelevant and improper standards were included in the consideration.
- d. the term grievant shall mean an identified person who was, at the time the action giving rise to the grievance arose, a full-time academic faculty member of the College.
- e. the term days shall mean "working days" during the academic year in reference to all the provisions of Section 2.11, unless otherwise specified.

### 2.11.4 Time Limitations

When any action which is required to be taken within a specified time period is not taken in time, the following shall apply:

- a. If the grievant fails to act within the time limits provided herein, the College shall have no responsibility to process the grievance and it shall be deemed withdrawn.
- b. In the case where the administrator involved in the grievance fails to act in time, the grievant may proceed to the next step and any subsequently issued decision on the matter at the bypassed step shall be void.

### 2.11.5 Informal Resolution

Prior to filing a grievance formally, the grievant may seek to resolve the dispute informally in discussion with the appropriate Department Chair and Dean of the Faculty. If resolution is not achieved through informal consultation, the grievant may proceed to Step One.

### 2.11.6 Step One

A formal grievance shall first be presented to the Dean of the Faculty in writing and on a form which contains the information set forth in Grievance Form Appendix. The formal grievance shall be filed within fifteen (15) days of the date on which the grievant knew or should have known of the action or condition which occasioned the grievance. Upon receipt of the formal grievance, the Dean shall

investigate the matter as deemed appropriate and respond to the grievant in writing within ten (10) days of the date the grievance was filed with the Dean.

In the case of a grievance alleging unlawful discrimination, the grievant shall file with the Dean and the Director of Affirmative Action concurrently. In the case of a grievance alleging violation of policy or procedure by the Dean of the Faculty, the grievance proceeds automatically to Step Two. Any grievance regarding a decision on reappointment, tenure, or promotion shall proceed automatically to Step Two.

### **2.11.7 Step Two**

If the grievance has not been resolved at Step One, the grievant may file a written request for review of the grievance by the Faculty Review Committee. Such request shall be filed with the Faculty Review Committee within five (5) days of receipt of the Step One decision.

#### **2.11.7.1 Faculty Review Committee**

- a. Faculty shall be elected to the Faculty Review Committee in accordance with the procedures set forth in Section 1.6.4.
- b. Faculty Review Committee members shall excuse themselves from consideration of any grievance which gives rise to a conflict of interest (Section 2.4.6). Any claim by the grievant or dispute regarding a potential conflict of interest or lack of impartiality on the part of a Committee member shall be decided by the remaining members of the Faculty Review Committee. Any vacancy created by a recognized conflict of interest shall be filled by vote of the faculty based on nominations submitted by the Faculty Council; the elected faculty member shall serve on a temporary basis and until the grievance giving rise to the conflict of interest is resolved. Members of the Faculty Review Committee shall continue in office beyond the expiration of their terms in order to resolve a grievance which they are hearing.
- c. The Faculty Review Committee shall seek to resolve the grievance by such conflict resolution techniques as it deems appropriate, including mediation, conciliation, and informal fact-finding. The Faculty Review Committee may hold meetings with the grievant and the individual or groups of individuals named jointly or individually. If a resolution is reached by mutual agreement of the parties, it shall be reduced to writing and signed by both parties.
- d. In a grievance alleging inadequate consideration, the function of the Faculty Review Committee shall be to determine whether or not the decision was the result of adequate consideration by the Appointment, Rank, and Tenure Committee. The Faculty Review Committee shall not substitute its recommendation on the merits of a faculty member's application for reappointment, tenure, or promotion for that of the Appointment, Rank, and Tenure Committee. The Faculty Review Committee may require reconsideration by the Appointment, Rank, and Tenure Committee when the Faculty Review Committee concludes that adequate consideration was not given to the grievant.
- e. The Faculty Review Committee shall have fifteen (15) days from the date that the grievance is filed at Step Two to complete its work. A copy of its recommended resolution shall be transmitted to the major parties involved in the grievance and the Dean of the Faculty.
- f. If the recommended resolution is acceptable to the Dean of the Faculty, then the grievance shall



be considered resolved. If the recommended resolution is not acceptable to the Dean, then the grievance shall automatically move to Step Three. In either case, the Dean shall send written notification of the outcome of Step Two to the major parties involved in the grievance.

### **2.11.8 Step Three**

If the grievance has not been resolved at Step Two, the grievant may file a written request for review of the grievance by the President, who shall render the final institutional decision based upon a review of the record and the recommendations, findings, and conclusions of the Dean of the Faculty and the Faculty Review Committee. Such request must be filed within five (5) working days of the grievant's receipt of the Step Two decision.

The President shall have the options of (a) accepting the recommendations of the Committee, (b) remanding the case back to the Faculty Review Committee with specifications for further findings and recommendations, (c) conducting such further investigation or administrative proceeding as deemed necessary, or (d) reversing or modifying the recommendations of the Faculty Review Committee. If the President reverses or modifies the Committee's recommendation(s), then the President shall provide written reasons for the action to the grievant and the Faculty Review Committee. The decision of the President shall be rendered within ten (10) days of the President's receipt of the grievance.

## CHAPTER 3 PART-TIME FACULTY PERSONNEL POLICIES

### 3.0 Scope

This chapter is the official statement of policies, responsibilities, duties, rights, and privileges pertaining to part-time titled faculty. It becomes a part of every part-time titled faculty member's contract of employment. Other College policies related to part-time titled faculty employment are incorporated by reference into this chapter as so indicated. Part-time titled faculty are subject to the provisions of Chapter Two of this *Faculty Handbook* only as indicated herein. Part-time titled faculty shall be familiar with and abide by the policies and procedures of this chapter as a condition of their employment with the College.

### 3.1 Definitions of Part-time Faculty

Part-time faculty, except those with shared appointments, are considered titled academic faculty. All subsequent references to part-time faculty in Chapter Three refers to part-time titled academic faculty. Part-time faculty shall be employed by faculty contracts.

Part-time academic faculty are defined as those faculty employed by the College to provide less than five-sevenths course load in contractual services. Regular part-time faculty are persons who have accumulated a seven course load equivalency in contractual services, who will teach at least a two course load equivalency in the current academic year, who have been recommended by the appropriate Department Chair, and who have been designated Regular Part-time in their contract from the Dean of the Faculty. All other part-time faculty shall be referred to as temporary part-time faculty. Unless the part-time faculty member requests from the Dean of the Faculty credit for prior service to Wartburg College, the accumulation of the seven course load in contractual services shall commence when Chapter 3 of this *Faculty Handbook* goes into effect (5/13/96).

#### 3.1.1 Academic Titles for Part-time Faculty

The academic titles approved by the College for part-time faculty include Lecturer, Senior Lecturer, Adjunct Faculty, Visiting Faculty, Faculty-in-Residence, Coach, and Professional Librarian. Part-time faculty shall be employed only on term contracts and are not eligible for tenure.

To be appointed to a part-time faculty position, an individual must hold a master's degree. Exceptions to this requirement can be made in special cases. Special appointments to part-time faculty will be made on a case-by-case basis and must be approved by the department chair and the Dean of Faculty. In the situation that an individual merits exception from the master's degree requirement, the individual's qualifications and benefit to the educational mission of Wartburg College must be documented by the department chair of the academic area the individual will be teaching in.

Special cases may include: someone who has established professional experience in an academic discipline that is equivalent to that of a degree, or someone who has established himself or herself by professional experience and expertise over a substantial period of time especially when the opportunity to obtain a master's degree is not readily available in a specific academic area.

Part-time faculty are subject to the following conditions, unless otherwise specifically provided in their individual appointment contract or elsewhere in this chapter.

### 3.1.2 Rights and Privileges

Part-time faculty have the rights and privileges as specified below:

- a. right to voluntary membership in Academic Groups (Section 1.5.3), with voice, but without vote;
- b. right to membership in Academic Departments (Section 1.5.4), with both voice and with voting eligibility as determined by department;
- c. right to attend faculty meetings (Section 1.5.6), with voice but without vote;
- d. right to academic freedom (Section 2.4.1);
- e. provision for rank designation (Section 2.1.1.2 c and d);
- f. provision for moving to ranked academic faculty appointments (Section 2.1.1.2 g);
- g. right to attend College ceremonies (Section 2.5.6.5);
- h. right to notification of reasons for dismissal, if dismissed prior to the termination date of their contracted services (Section 2.10.4.4).

In addition, regular part-time faculty have the rights and privileges as specified below:

- a. privilege to voluntary service on committees only when elected by action of the faculty (Section 1.6) or appointed by administrative officers (Section 1.7);
- b. right to apply for \$100 in personal development funds per academic year with no carryover (Section 2.8.1.1);
- c. right to apply for grants to support scholarship (Section 2.8.1.2.2);
- d. right to apply for general faculty travel funds (Section 2.8.1.2.1).

### 3.1.3 Duties and Responsibilities

Part-time titled academic faculty shall fulfill duties and responsibilities as specified below:

- a. holding office hours in accordance to departmental expectations (Section 2.5.2.1);
- b. meeting classes (Section 2.5.2.2);
- c. preparing syllabi (Section 2.5.2.3);
- d. testing and evaluating (Section 2.5.2.4);
- e. reporting of grades (Section 2.5.2.5);
- f. using copyrighted material (Section 2.5.2.7);
- g. using software (Section 2.5.2.8);
- h. arranging for supervision and safety (Section 2.5.2.9);
- i. using animals and humans in research (Section 2.5.2.10);
- j. teaching independent and arranged studies (Section 2.5.2.11);
- k. meeting deadlines (Section 2.5.8);
- l. supplying a curriculum vita (Section 2.5.9);
- m. offering community service (Section 2.5.10);
- n. adhering to evaluation policies and procedures (Section 3.4);
- o. adhering to the following policies on professional conduct:
  1. professional ethics (Section 2.4.2);
  2. sexual harassment (Section 2.4.3.2);
  3. dual relationships (Section 2.4.4);
  4. plagiarism (Section 2.4.5);
  5. conflict of interest (Section 2.4.6), as applicable to the circumstances of part-time faculty;
  6. confidentiality (Section 2.4.8);

7. AIDS (Section 2.4.9);
8. Drug-Free Environment (Section 2.4.10).

## 3.2 Part-time Faculty Contracts

A part-time faculty contract is a written mutual agreement between an individual faculty member and the College.

### 3.2.1 Type of Contracts

Part-time faculty contracts, except for shared appointments, are all term contracts.

A part-time term contract is for a designated period and automatically expires at the end of that period. Reemployment of the faculty member after expiration of a term contract is solely within the discretion of the College.

### 3.2.2 Employment Contract Information

All initial part-time faculty employment contracts shall be issued in accordance with the provisions of Section 2.2.3 and 2.2.4, in consultation with the appropriate Department Chairs, and are subject to approval by the Dean of the Faculty. Written contracts shall include the following information:

- a. salary amount;
- b. designation of area(s) of responsibility, within existing major or minor degree programs;
- c. duration of the contract;
- d. special conditions (such as responsibility for organized instructional activities, administrative duties, etc.);
- e. a statement that the faculty member and the College shall adhere to the policies and procedures set forth in this *Faculty Handbook*.

### 3.2.3 Offering of Contracts

Offers of employment for part-time titled contracts should be made and, where possible, contracts signed and returned to the Office of the Dean of the Faculty prior to commencement of duties.

Department Chairs shall, when possible, submit to the Dean of the Faculty a request for issuance of part-time contracts for Fall Term by May 1 and for Winter Term by October 15. The chair may request that part-time contracts be issued for more than one term at a time. The Dean of the Faculty may issue contracts immediately upon the receipt of the request of the chair.

If a programmatic need arises or becomes apparent only after the above dates, the chair shall request issuance of part-time contracts as soon as possible.

If a contract is offered, it must be signed and returned to the Office of the Dean of the Faculty within 15 days of issuance, unless the Dean of the Faculty approves a request for extension. Signed contracts by individual faculty constitute acceptance of the terms and conditions of the contract for the stated term(s).

## 3.3 Official Personnel Files

The official personnel file for each faculty member shall be maintained in locked cabinets in the Office of

the Dean of the Faculty. The personnel file shall contain all documents concerning the faculty member's employment which are required to be produced and maintained under the provisions of Chapter 3 of this *Faculty Handbook*. The College President and Dean of the Faculty shall have unlimited access to all personnel files.

The personnel file contains the following materials:

- a. original copies of all contracts of employment;
- b. an up-to-date curriculum vitae;
- c. departmental evaluation as applicable (Section 3.4.2);
- d. the Dean of the Faculty's summary report of student ratings of instruction;
- e. correspondence from the faculty member, including notification of accomplishments, reports on the outcome of faculty development activities, and statements which clarify, correct or refute comments contained in any document maintained in the permanent file.

Faculty shall have access to their own personnel file at any time College offices are officially open and during regular business hours. Faculty may request copies, at their own expense, of any material contained therein. Faculty may not remove items from the file or the file itself from the Office of the Dean of the Faculty.

### **3.3.1 Purge Procedure**

Faculty members may enter statements in the official personnel file which clarify, correct, or refute material therein, and such statements shall be attached to the applicable documents in the file. Faculty members seeking to purge their official personnel files of any documentation shall make written request to the Dean of the Faculty, including specific reasons for the purging.

### **3.3.2 Maintenance of Files**

See Section 2.6.5 of this *Faculty Handbook*.

## **3.4 Part-time Faculty Evaluation**

By situating evaluation of the part-time faculty in departments, the College seeks to provide the flexibility needed to accommodate the varying needs of individual faculty members and their departments. Departments are encouraged to design evaluation systems that will serve two important purposes:

1. to provide an avenue for peer and self-appraisal as well as professional development and improvement;
2. to provide a sound basis for making important personnel recommendations by the Department Chair.

### **3.4.1 Student Ratings of Instruction**

Students shall evaluate regular and temporary part-time faculty members' classes as stipulated in Section 2.7.4.2.2.1.

### **3.4.2 Procedures for Evaluating Part-time Faculty**

Each Department shall design and implement evaluation procedures consistent with the principles and

purposes (see Section 3.4) appropriate for its part-time faculty members. Departmental procedures shall be submitted to the Appointment, Rank, and Tenure Committee for review and to the Dean of the Faculty for approval. A copy of said procedures, along with a copy of this *Faculty Handbook*, shall be made available to the part-time faculty member at the time of contract acceptance and shall be maintained on file in the Office of the Dean of the Faculty.

### **3.5 Faculty Development Programs**

To support the professional development activities of regular part-time faculty, a variety of funds, grants, and leaves shall be available and awarded on an application basis. This support includes, subject to availability of funds, the following: personal development funds, institutional travel funds, and grants. With the exception of personal development funds, these programs shall be administered through the Dean of the Faculty in consultation with the Faculty Development Committee.

Considerations for approval of funding requests shall include the totality of circumstances surrounding the requests, including previous forms of institutional support received. Faculty shall initiate the application for a specific type of support in accordance with the applicable procedures presented in Sections 2.8.1.2.1, 2.8.1.2.2, 2.8.1.2.3, and 2.8.1.2.4, or as described in announcements from the Dean of the Faculty and Faculty Development Committee.

#### **3.5.1 Professional Development Funds**

##### **3.5.1.1 Personal Development Fund**

Each regular part-time academic faculty member shall have the right to apply for up to \$100 annually to be used for professional development as described below.

Departments shall maintain a personal development fund which may be used for expenses related to attending professional meetings, conferences or workshops, membership in professional organizations directly related to the regular part-time faculty member's area of responsibility, and/or subscriptions to professional journals. Expenditures from this fund shall be administered through routine departmental purchase and travel procedures. Department Chairs shall approve expenditures from this fund.

##### **3.5.1.2 Institutional Funds and Grants**

(See Sections 2.8.1.2, 2.8.1.2.1, 2.8.1.2.2, 2.8.1.2.3, and 2.8.1.2.4).

### **3.6 Compensation, Benefits, and Leaves**

#### **3.6.1 Compensation**

##### **3.6.1.1 Salary Administration**

Part-time titled faculty shall be paid on a per course basis at the announced rate of per course compensation. This rate may vary in accordance with the individual's educational background, experience, and teaching assignment.

##### **3.6.1.2 Payroll Period**

Salary payments are made on the twentieth (20th) day of each month during employment.

### **3.6.1.3 Payroll Deductions**

The College must withhold and remit Federal Income Tax, and FICA (Section 2.9.2.1.2 Social Security) in accordance with Federal and State law.

### **3.6.1.4 Per Course Rate of Compensation**

The per course rate of compensation for part-time teaching shall be determined annually by the Dean of the Faculty in consultation with the Appointment, Rank, and Tenure Committee and recommended to the President for approval. This per course rate for the next fiscal year shall be announced on or before March 15. A senior lecturer is paid 5% above the announced rate of per course compensation for part-time teaching.

## **3.6.2 Benefits**

Information on benefits for part-time academic faculty is available in the Human Resources Office.

### **3.6.2.1 Statutory Benefits**

The College provides statutory benefits to academic faculty, including Workers' Compensation, Social Security (in accordance with the Federal Insurance Contribution Act, FICA), unemployment insurance, and health care continuation. The Human Resources Office shall make available to faculty a publication which describes mandatory benefits and shall notify faculty of any substantial modifications in coverage or options for enrollment.

#### **3.6.2.1.1 Workers' Compensation**

The College shall pay the cost of workers' compensation insurance in accordance with Iowa law.

#### **3.6.2.1.2 Social Security**

The individual and the College contribute toward Social Security in accordance with the rates in effect as determined by FICA. The contribution of faculty is withheld from the salary check. Ordained clergy may claim self-employed status for purposes of Social Security, in which case they pay their own Social Security.

#### **3.6.2.1.3 Unemployment Compensation**

The College shall pay the cost of unemployment benefits in accordance with Iowa law.

### **3.6.2.2 College-sponsored Benefits**

#### **3.6.2.2.1 Tax-Deferred Salary Reduction**

Part-time faculty may optionally have a portion of their salary contributed on a "before tax" basis to retirement plans available through Wartburg College. This contribution will not be matched or supplemented by Wartburg College. Additional information regarding such tax-deferred contributions shall be available from the Human Resources Office.

### **3.6.2.2 Liability and Travel Insurance**

While on College business, the College shall provide professional liability insurance and travel insurance at no cost to the faculty member. Prior to departing on an international trip which includes students, faculty should contact the Business Office for more detailed information regarding insurance coverage.

### **3.6.2.3 Ordained Clergy**

Ordained faculty may, under IRS regulations, request that a portion of their salary be designated as a housing allowance. This benefit is only available to those who elect to take the self-employment option regarding Social Security (Section 2.9.2.1.2). The ordained faculty member assumes full responsibility for compliance with IRS definitions of "costs to provide a home." Requests for housing allowances must be submitted annually on a form provided by the Human Resources Office.



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## **Mission Statement of Wartburg College**

**MISSION:** Wartburg College is dedicated to challenging and nurturing students for lives of leadership and service as a spirited expression of their faith and learning.

Wartburg helps students discover and claim their callings--connecting their learning with faith and values, their understanding of themselves and their gifts, their perspective on life and the future, and the opportunities for participating in church, community, and the larger society in purposeful and meaningful ways.

Six dynamic interactions mark the distinctive character of a Wartburg education:

- A dedication to the liberal arts and a concern for usefulness and careers.
- A rigorous academic program and an emphasis on “living your learning.”
- A focus on the future and an appreciation for history and heritage.
- A commitment to leadership and a tradition of service to others.
- A spirit of inquiry and exploration and a foundation of faith and values.
- A vigorous global outreach and strong Midwestern roots

## Academic Faculty Search Procedures

- a. The appropriate Department Chair, or other designee recommended by the department or program area, (referred to from this point on as the Search Chair) is appointed by the Dean of the Faculty to head the search for the new academic faculty member.
- b. The Dean of the Faculty, in consultation with the Search Chair, determines the initial position description and allocates funds for recruiting expenses.
- c. The appropriate Search Chair, in consultation with the faculty in the degree or program area, prepares and sends to the Dean of the Faculty a final job description, position vacancy announcement, and a proposed list of publications in which the vacancy announcement is to be placed to the Dean of the Faculty.
- d. All position vacancy announcements must be approved by the Affirmative Action Officer and the Dean of the Faculty before they are distributed. The Office of the Director of Human Resources is responsible for placing advertisements in professional publications/websites as agreed upon by the Dean of the Faculty and the Search Chair. In addition, the Office of the Director of Human Resources, in consultation with the Dean of the Faculty and the Search Chair, should design and employ a recruiting strategy that will encourage applications from members of underrepresented groups.
- e. The Search Chair, in consultation with the faculty in the degree or program area, prepares and sends a list of the names of individuals willing to serve on the search committee to the Dean of the Faculty for approval. The search committee should contain at least four faculty members. These four faculty members shall include the search Chair and at least one faculty member from outside the specific degree or program area.
- f. The Search Chair convenes the search committee to design a rating instrument to be used in evaluation of applicant files. All files must be evaluated in consideration of the approved vacancy announcement; therefore, the rating instrument needs to reflect the qualifications and responsibilities stated in the job description. A copy of the rating instrument must be sent to the Dean of the Faculty and the Office of the Director of Human Resources before the screening of applicants begins.
- g. All application materials and deliberations concerning a candidate are confidential (see *Faculty Handbook* Section 2.4.2).. Violating confidentiality constitutes a breach of ethics and may result in termination of the search process.
- h. The Office of the Director of Human Resources receives the application and maintains the applicant files, sending copies of all new applicant files to the Search Chair on a weekly basis or upon request of the Search Chair. The Office of the Director of Human monitors the collection of application materials, notifies applicants of the status of their files, and sends to all applicants the approved affirmative action response form. Affirmative action response forms submitted by applicants shall be retained by the Office of the Director of Human Resources and made available to the Dean of the Faculty, the Affirmative Action Officers, and the Search Chair. The Office of the Director of Human Resources upon the request of the Search Chair shall verify the credentials of any candidate at any point in the search process.
- i. Applicant files are not circulated to search committee members for review until the advertised

date for the initial screening of applications and the Search Chair has determined that the files are complete. After the review of applicant files has been completed by the search committee members, search committee will generate the list of candidates for on-campus interviews, with a brief rationale for their selection.

- j. The Dean of the Faculty, in consultation with the Affirmative Action Officer, reviews the list and files of candidates for on-campus interviews, reserving the right to surface the files of other candidates.
- k. The Dean of the Faculty, after a thorough review of the list and of applicant files and after consultation with the search committee regarding their recommendations, decides which candidates to invite for on-campus interviews. If the Dean does not follow the committee's recommendations, he or she will meet with the search committee to detail the reasons which formed the basis of that decision (see *Faculty Handbook* Section 1.5.1).
- l. The Search Chair plans an itinerary for the interview of candidates. It shall include, as can be reasonably accommodated, meetings with the President or a representative from the Mission Team when the President is not available, the Director of Human Resources, the Dean of the Faculty, the Department Chair, faculty in the specific degree or program area, students, a representative from the Appointment, Rank, and Tenure Committee, and the search committee. Candidates should teach at least one class or make a formal presentation to which students are invited. For coaching positions, candidates should meet with team captains or other team members.
- m. The Dean of the Faculty, based upon the recommendations of the Search Chair and search committee, ranks the interviewees and offers, upon approval by the President, the top candidate the position (see *Faculty Handbook* Sections 2.1.3 Determination of Academic Rank and 2.2.2 Employment Contract Information, and 2.2.5.1 Initial Contracts for Tenure-track and Full-time Titled Appointments).
- n. The Office of the Director of Human Resources will conduct a background check and confirm the credentials of the final candidate and report any discrepancies to the Dean of the Faculty and the Search Chair.
- o. The Office of the Director of Human Resources sends the application materials, including official transcripts for the successful candidate to the Dean of the Faculty for inclusion in the pre-employment section of the official personnel files.
- p. The Search Chair notifies the interviewed applicants of the outcome of the search. The Office of the Director of Human Resources, in consultation with the Search Chair, notifies all other applicants that the search is concluded. Files of the unsuccessful applicants shall be retained by the Office of the Director of Human Resources for up to one year.

## AIDS and HIV Positive Policy Statement and Guidelines

### POLICY STATEMENT

Consistent with the general policy of the college not to discriminate, the college will take appropriate steps to promote the safety and welfare of all students, faculty, and staff, including those individuals who are HIV positive and those with an AIDS defining illness. These individuals will be allowed to continue with their normal college activities in the same manner as people with other medical conditions, except in situations where there is a medical risk to themselves or others. Risk will be determined by medical diagnosis and appropriate medical consultation, based on current HIV/AIDS information.

### GUIDELINES

**Determinations:** the following policy and guidelines will be in effect where there is a medical risk to individuals who are HIV positive, to those with an AIDS defining illness, and/or to others. A person's HIV/AIDS status will be determined according to the Center for Disease Control's definition of HIV/AIDS currently in effect at the time a case is being reviewed by appropriate medical consultants and college decision-making personnel. Should it be determined by medical testing and evaluation that a person is HIV positive or has an AIDS defining illness, and is an employee, with the consent of the individual, the Vice President for Administration, and Finance will be informed. If that person is a student, with the consent of the student, the Vice President for Student Life will be informed. In the absence of consent, the responsibility to protect the confidentiality of information is superseded by the necessity to protect others only in circumstances involving a very clear and specific risk to specific other people.

Following consultation with the HIV positive individual and appropriate college and medical personnel, a decision regarding risk to self or others will be made on a case by case basis by the appropriate vice president as defined in the preceding paragraph. In the event the parties involved find the decision unfavorable, they may request a review of the decision with the president's cabinet.

**Personnel Policies:** The same benefits, sick leave, and vacation will be accorded people who are HIV positive or have an AIDS defining illness as with any other medical condition. Similarly, the same standards of job expectation and procedures of performance evaluation will be accorded staff and faculty members who are HIV positive or have an AIDS defining illness, as with any other medical condition.

**Confidentiality:** It is the policy of the college to treat medical information about students, faculty, and staff in strict confidence. The college will not alter this commitment with respect to the medical records of individuals who are HIV positive or have an AIDS defining illness. The affected individual may choose to release such information. Disclosure of information about these individuals at the college will be limited to those who need to know in order to reasonably accommodate the affected individuals. Disclosure or dissemination of information will be made only with the approval of or by the individual who is HIV positive or has an AIDS defining illness or at the direction of the president of the college. Except to the extent that disclosure may be required by law, the college will not disclose information to individuals or entities outside the college.

**Health Service:** Wartburg Health Service does not have the resources to provide comprehensive health services to people who are HIV positive or have an AIDS defining illness. Such individuals will be referred to a medical facility, or other sites for testing, and/or to the appropriate medical centers for education, consultation and/or treatment. The Wartburg Health Service will attempt to remain abreast on

current medical information pertaining to AIDS and disseminate information as appropriate.

**Education and Counseling:** The college has an education and counseling program through the Wartburg Health and Wellness Center and the Counseling Center, which includes in-service training for staff, sexual health education programs for students, and the development and distribution of informational pamphlets on "safer sex." Both offices will upon request make confidential referrals for students, staff, and faculty to outside agencies. A counselor at the Counseling Center is available to students for individual and/or group counseling.

**Additional Information:** Students, faculty, and staff who seek additional information regarding the implementation of the college's guidelines and policy on HIV and AIDS or who seek education or counseling on this issue may contact the following individuals, as appropriate:

- Director of Health Service
- Director of Counseling Center
- Vice President for Administration
- Vice President for Student Life

## **Drug Free Environment Statement**

The Drug-Free Schools and Communities Acts Amendments of 1989, Public Law 101-226, requires that Wartburg College implement a program to prevent the illicit use of drugs and the abuse of alcohol by students and employees. The purpose of this appendix is to share information about 1. Wartburg College's standards of conduct regarding illicit drugs and alcohol; 2. A description of applicable legal sanctions under local, state or federal law; 3. A description of the health risks associated with the use of illicit drugs and the abuse of alcohol; 4. A description of available counseling and treatment opportunities; and 5. A statement regarding applicable sanctions for use of illicit drugs or abuse of alcohol.

### **Standards of Conduct**

Wartburg College is committed to making good faith efforts to maintain a drug-free work place. In addition, Wartburg recognizes that drug use and alcohol abuse are contradictions to its understanding of community, and that use of illegal drugs and alcohol abuse may impair job performance and judgment, endanger colleagues, and cause physical damage.

Accordingly, the unlawful manufacture, distribution, dispensation, possession, or use of illicit drugs and alcohol is prohibited on Wartburg property or as any part of a Wartburg activity. No member of the faculty or staff will be permitted to report to work while under the influence of alcohol or illegal drugs. In addition, an employee must notify Wartburg College of any criminal drug statute conviction for a violation occurring in the work place no later than five days after such conviction. The College will notify the appropriate federal agency within ten days of having received notice that an employee has had a criminal drug statute conviction for a violation occurring in the work place.

These standards cover all employees, including part-time and student.

### **Applicable Sanctions for Use of Illicit Drugs or Alcohol**

Any Wartburg College employee determined to have violated the College's policies regarding unlawful possession, use, or distribution of illicit drugs and alcohol will be subject to one of the following actions:

1. satisfactory participation in an alcohol/drug abuse assistance or rehabilitation program;
2. disciplinary action up to and including termination.

### **Legal Sanctions**

Local, state, and federal statutes also clearly prohibit the unlawful possession or distribution of illicit drugs and alcohol. Sanctions vary depending upon the scope of the violation. For full information on the legal sanctions possible in Waverly, the State of Iowa, and the federal government, copies of the applicable laws may be found in the Wartburg Library, the Student Life Office, the Financial Aid Office, and the Office of the Controller.

### **Health Risks**

Abuse of alcohol and the use of illicit drugs can have a significant impact on physical health. Wartburg

College is committed to providing alcohol and drug education in order to help employees make informed choices about their behavior.

Alcohol is a depressant and when used in excess impairs judgment and motor skills. It is particularly dangerous to operate machinery, including driving a car, while under the influence of alcohol. Behavior that indicates a need for assistance includes drinking to cope, drinking often to the point of intoxication, going to class or work while under the influence of alcohol, driving while intoxicated, injuring oneself as a result of drinking, the need to drink more and more to achieve the same effect, showing frequent moodiness without apparent cause, having physical complaints relating to alcohol, relying on alcohol regularly to relieve tension or stress or pain, experiencing blackouts or loss of memory, and denying the possibility of a drinking problem.

Drug abuse is using natural and/or synthetic chemical substances for non-medical reasons to affect the body and its processes (e.g. amphetamines to stay awake when tired), the mind and nervous system (e.g. LSD to experience a change in perceptions), or behavior and feelings (e.g. marijuana to change moods).

If you take drugs, you risk accidents, ill-health, dependence, and overdose. Signs of drug abuse include restlessness, excessive reflex action, "drunkenness," dilated pupils, drowsiness, talkativeness, irrational behavior, needle marks, and/or possession of drug paraphernalia such as needles and syringes, marijuana holders, bong, or water pipes.

### **Counseling and Treatment Opportunities**

If you are concerned about yourself or someone you know abusing alcohol or using illicit drugs, the Employee Assistance Program (EAP) provides assessment and referral services. Written information is available from the Health and Wellness Center, Alcohol and Drug Educator, Counseling Center, Campus Pastor, and the Dean of Students. We are fortunate to have two excellent mental health care providers in Waverly to provide counseling and assessment: Cedar Valley Mental Health Association and Waverly Mental Health Associates. An Alcoholics Anonymous group meets regularly in Waverly. The mental health professionals on campus and within the Waverly community have information and contacts with a variety of drug treatment centers and clinics, detoxification centers, and hospitals which treat patients on an in- or out-patient basis.

Certain costs associated with treatment programs may be covered by the major medical insurance. For additional information, please contact the Human Resources Office.

Questions concerning the Drug-Free Schools and Communities Acts Amendments of 1989 should be referred to the Vice President for Administration.



## Grievance Form

Definition of a Grievance (from Section 2.11.3)

Grievance shall mean an allegation that the grievant's employment rights or entitlements have been adversely affected because of a violation of academic freedom or violation of policies and procedures contained in the contractual portions of the *Faculty Handbook*. Grievance procedures do not apply to dismissal or termination decisions (see Sections 2.10.4 and 2.10.5 of the *Faculty Handbook*).

Sections 2.4.2, 2.4.8, 2.6.2, and 2.11.2 of the *Faculty Handbook* describe guidelines and policies regarding professional conduct and confidentiality which may apply to the filing and resolution of a grievance.

Name \_\_\_\_\_ Date \_\_\_\_\_

Department \_\_\_\_\_ Phone \_\_\_\_\_

### 1. Basis of Grievance

Identify section of *Faculty Handbook* violated:

Identify person or group involved in the violation:

Date violation occurred:

### 2. Statement of Grievance:

Attach a separate sheet which describes:

- a. Specific rights or entitlements adversely affected
- b. Any attempts at informal resolution to date
- c. The proposed remedy being sought

### 3. Filing Verification

Grievant's signature \_\_\_\_\_ Date \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_  
(signature of person in Dean's Office)

Two copies of this form should be submitted to the Office of the Dean of the Faculty. After obtaining signatures, one is kept by the Dean's office and one is kept by the grievant.

## Standard Faculty Evaluation Feedback Forms

### Feedback Form -- Tenure-track Faculty (Years 1, 3, and 5)

Name \_\_\_\_\_ Date \_\_\_\_\_

Based on my examination of the evidence provided in the Personnel and Evaluation Files, I offer the following feedback regarding the degree to which various performance standards and professional goals have been met:

1. Conduct in accordance with the professional standards (Section 2.4) and duties and responsibilities of faculty (Section 2.5):

\_\_\_\_\_ Satisfactory    \_\_\_\_\_ Needs Attention    \_\_\_\_\_ Unsatisfactory (Added 10/2003)

Comments:

2. Effective teaching (Section 2.7.4.2) and the promise of continued development as a teacher:

\_\_\_\_\_ Satisfactory    \_\_\_\_\_ Needs Attention    \_\_\_\_\_ Unsatisfactory (Added 10/2003)

Comments:

3. In consideration of the relative emphasis given to each, effective scholarship (Section 2.7.4.3) and service (Section 2.7.4.4), and the promise of continued involvement in each:

\_\_\_\_\_ Satisfactory    \_\_\_\_\_ Needs Attention    \_\_\_\_\_ Unsatisfactory (Added 10/2003)

Comments:

4. Involvement in professional development activities (Section 2.5.1) and as applicable improvement in the area(s) of performance identified as needing attention in feedback received from any prior evaluation:

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Attention      \_\_\_\_\_ Unsatisfactory (Added 10/2003)

Comments:

5. Progress toward meeting stated professional goals:

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Attention      \_\_\_\_\_ Unsatisfactory (Added 10/2003)

Comments:

\_\_\_\_\_  
Dean of Faculty Signature

\_\_\_\_\_  
Date

I acknowledge that I have received this completed feedback form and understand that I may provide written response to or clarification of its contents.

\_\_\_\_\_  
Faculty Member's Signature

\_\_\_\_\_  
Date

## Feedback Form -- Full-time Titled Faculty

Name \_\_\_\_\_ Date \_\_\_\_\_

Based on my examination of the evidence provided in the Personnel and Evaluation Files, I offer the following feedback regarding the degree to which various performance standards and professional goals have been met:

1. Conduct in accordance with the professional standards (Section 2.4) and duties and responsibilities of faculty (Section 2.5):

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Attention      \_\_\_\_\_ Unsatisfactory (Added 10/2003)

Comments:

2. Effective teaching (Section 2.7.4.2) and the promise of continued development as a teacher; in the case of librarians, coaches or other titled faculty without traditional teaching assignments, effectiveness shall be determined in accordance with guidelines approved by the Dean of the Faculty:

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Attention      \_\_\_\_\_ Unsatisfactory (Added 10/2003)

Comments:

3. In accordance with one's assigned areas of responsibility, effective scholarship (Section 2.7.4.3) and service (Section 2.7.4.4), and the promise of continued involvement in each:

\_\_\_\_\_ Satisfactory      \_\_\_\_\_ Needs Attention      \_\_\_\_\_ Unsatisfactory (Added 10/2003)

Comments:

4. Involvement in professional development activities (Section 2.5.1) and as applicable improvement in

the area(s) of performance identified as needing attention in feedback received from any prior evaluation:

\_\_\_\_\_ Satisfactory    \_\_\_\_\_ Needs Attention    \_\_\_\_\_ Unsatisfactory (Added 10/2003)

Comments:

5. Progress toward meeting stated professional goals:

\_\_\_\_\_ Satisfactory    \_\_\_\_\_ Needs Attention    \_\_\_\_\_ Unsatisfactory (Added 10/2003)

Comments:

\_\_\_\_\_  
Dean of Faculty Signature

\_\_\_\_\_  
Date

I acknowledge that I have received this completed feedback form and understand that I may provide written response to or clarification of its contents.

\_\_\_\_\_  
Faculty Member's Signature

\_\_\_\_\_  
Date

## **The Wartburg College Environmental and Occupational Safety Program**

### **WARTBURG COLLEGE ENVIRONMENTAL AND OCCUPATIONAL SAFETY PROGRAM**

#### **VIOLENCE IN THE WORKPLACE PLAN**

#### **TABLE OF CONTENTS**

1. General
2. Policy
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6. Managing an Incident
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8. Plan Administration

#### **1. General**

According to Bureau of Justice Statistics (BJS), each year almost one million individuals become victims of violent crime while working. The BJS reports that about 500,000 victims of violent crime in the workplace lose an estimated 1.8 million workdays each year and over \$55 million in lost wages, not including days covered by sick and annual leave. Institutions of higher learning are not immune to workplace violence type offenses. Firearms brought to campus, bomb threats, arson and other serious incidents happen all too uncommon in today's society. Cases of academic failure involving students and discipline or termination involving faculty or staff members have led to on-campus assaults and even homicides.

Wartburg College is concerned about the potential for violent acts or threats of violence that affect the workplace. The President of Wartburg College is ultimately responsible for all safety issues. This responsibility is exercised through the normal chain of authority within the college, delegating the charge for ensuring a safe working environment and compliance of established policies and programs to the Cabinet, directors, Department Chairs, supervisors, and ultimately each employee and student.

Wartburg College has established certain security measures and procedures designed to reduce or eliminate violence. All buildings are on a set schedule for opening and locking. Employees are issued keys as necessary to protect their work area. Employees and students are issued photo identification cards. Campus Security is on duty and patrols the campus grounds twenty-four hours a day. Hallway phones are located in many academic building hallways and emergency phone numbers are listed to facilitate calling. Emergency phones are located in two student parking lots, one parking area for visitor and employees, and at the main entrance to most residence halls. When working late at night, employees are encouraged to notify Campus Security or anyone who could notify authorities if a problem occurs. They may request an escort to and from parking areas and work areas. In the event that the chance of a violent event is possible, increased security patrols, restricted building hours, the retraction of keys and involvement of Waverly Police and other emergency services, as the situation warrants, are possible.

Wartburg College does not have a history of violent crime complaints. Between 1997 and 2001, Campus Security received two complaints of robbery resulting in minor injuries not requiring hospitalization.

Assault complaints reported to Campus Security generally involve students in mutual affray type incidents. The surrounding community of Waverly experiences crime reports consistent with most small Northeast Iowa communities. While any crime of violence is possible at any given time, the actual events are quite rare. Areas of concern for workplace violence include, but are not limited to, counseling sessions between faculty and students concerning grades, counseling sessions between supervisors and employees concerning work performance, the counseling center in the Library and hall director/resident assistant/student life meetings with staff to students regarding discipline, emotional issues, and other personnel situations. The risk of off campus violent crime migrating onto campus is considered, at this time, to be quite minimal.

## **2. Policy**

It is the policy of Wartburg College that all employees and anyone with whom we come into contact in our work have the right to be free from violence. To that end, any and all acts of violence are strictly prohibited. For the purposes of this policy, violence is defined as:

- The use of physical force directed against a student, staff member or faculty member with the intent to cause bodily harm. Examples may include, but are not limited to, striking, hitting, beating, and kicking.
- Substantial acts or threats, which are intended to intimidate, or cause fear or harm directed against students, faculty and/or staff. Examples may include, but are not limited to, verbal threats, harassing phone calls, warning letters.

Other than for police officers in the course of their official duties, no one may possess, carry, or store firearms on Wartburg College's campus. No one may possess edged weapons, martial arts weapons, explosives, or blunt force weapons on campus, to include student and employee privately owned vehicles parked on college parking lots. Items normally associated with nonviolent purposes that could be used as a weapon, i.e., baseball bat, box cutter, etc., would be evaluated on a case by case basis. Additionally, no one may possess toxic substances for the purpose of causing personal harm. Campus Security has a secure gun cabinet to store weapons. Persons needing to store weapons must bring the weapon directly to the Security Office for storage. When removing weapons from the Security gun storage cabinet, the weapons must be taken off campus immediately and with no delay. This policy does not apply to any of the above materials used for college sanctioned purposes.

Any person who makes a substantial threat, exhibits threatening behavior, or engages in violent acts on Wartburg College's campus or under other circumstances that may negatively affect Wartburg College's ability to conduct business shall be removed from the premises as quickly as safety permits, and shall remain off the college premises pending the outcome of an investigation. This includes verbal or nonverbal threats to another employee or person, or an expression of intention to inflict bodily injury or damage to another employee or person. This policy also applies to extensions of the physical workplace in the case of incidents that begin on campus and proceed off-premises, e.g. stalking, or begin off campus and extend to campus, e.g. athletic events, service trips.

No existing Wartburg College policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

Employee support and involvement are important parts of this plan. All Wartburg College personnel are responsible for notifying one of the following persons or office of any threats, which they have witnessed, received, or have been told by another person who has witnessed or received.

- Campus Security

- Campus Pastor
- Director of Human Resources
- Supervisor
- Vice President or Dean

Personnel are encouraged to report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a college controlled site, or is connected with college employment. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior.

All individuals who apply for, or obtain a protective or restraining order that lists campus locations as being protective areas, must provide to Campus Security a copy of the order.

This policy applies to all faculty, staff and students and is intended to protect any person at or in any way connected with the campus.

Wartburg College understands the sensitivity of any information provided and will take such action as necessary to protect the privacy of the reporting employee(s) within the limitations of law.

Any violation of this policy may result in disciplinary action up to and including termination of employment or expulsion (as applicable) and/or criminal prosecution.

Employees are encouraged to express their safety and security concerns, make sure that violent incidents are reported promptly and accurately, and make recommendations for any corrective actions.

### **3. Reference**

Public Law 91-596, as amended by Public Law 101-552, Section 5, (a) (1)

*“Each employer – (1) shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious injury.”*

### **4. Guidelines**

Substantial threats involve verbal or written threats where the victim sincerely believes his or her health and welfare are at risk. The use of profanity, hand signals, and hastily muttered threats/comments in and of themselves do not constitute a substantial threat.

Examples of physical violence considered workplace violence include, but is not limited to, physical assaults intended to injure the victim, use of weapons, and minor physical assaults (i.e. pushing, shoving) accompanied by threats of more serious injury.

The victim in a workplace violence situation must be an employee. This includes students employed in the work-study program. However, there must be a correlation between the threat and the work-study duties. Student conflicts that are not work or workplace related do not apply to this plan.

Not all physical force incidents should be treated as workplace violence. Minor affrays between students involved in differences of opinion do not constitute workplace violence. Accidents in the workplace without evidence of intent to harm, even if resulting injuries are serious, are not considered workplace violence. Incidents involving only students and no correlation to an on campus job will be handled by Student Life.



## 5. Prevention/Training

Campus Security, with the assistance of Human Resources, will periodically review medical, safety, workers' compensation, and insurance records for trends that may affect workplace violence. Campus Security will coordinate with other colleges in the geographic area to learn about their experiences in actual or potential workplace violence. Additionally, Campus Security will solicit input from employees via surveys and will conduct periodic workplace inspections and task evaluations to identify operations or situations and conditions that could lead to violence.

Training is the key to workplace violence prevention. When people are aware of indicators of violence and report information to the appropriate authorities, the chances of nonviolent resolution increases.

Campus Security, in partnership with Human Resources, provides initial training for all new faculty and staff hires. Periodic refresher training will be conducted upon request or during faculty or staff workshops.

Workplace violence issues will be covered in new student orientation and upon request.

Hiring supervisors will insure that employment reference checks of prospective employees are conducted. A criminal background check of candidates to whom an offer of employment is made is strongly recommended for positions incompatible with certain prior criminal convictions. In certain circumstances and with cause, the Human Resources Department will coordinate with Campus Security to pursue the possibility of receiving a criminal background check of any employee thought to pose a threat of violence.

## 6. Managing a Threat/ an Incident

Upon the receipt of a complaint that hasn't yet resulted in violence, an ad hoc committee will be established to evaluate the complaint and make a recommendation to the appropriate Vice President. The committee will include the Director of Campus Security, Director of Human Resources, Director of Counseling Services, the supervisor of the apparent victim and the supervisor of the alleged aggressor. In situations involving faculty, the Department Chair will act as supervisor. Situations involving only students will be directed to the office of the Dean of Students and action will be taken under the provisions of the Student Handbook. The committee will use whatever information is available upon which to base a recommendation. That recommendation will be provided to the Vice President of the aggressor for further action. In the event the aggressor is not affiliated with the college, a recommendation will be provided to the Vice President of the potential victim.

If the recommendation is made to discipline an employee, the Director of Human Resources will convene a meeting with the Director of Campus Security, the disciplining supervisor and the Director of Counseling Services to ascertain the potential for violence. Recommendations from this committee will be provided to the Vice President of the employee to be disciplined and the action will follow the guidelines of the *Faculty Handbook*, *Employee Handbook*, or *Student Handbook*, as applicable.

Once it is verified that a violent crime has been committed or is in progress, initiate the following actions (simultaneously or in the most expedient or safest order):

- Notify the police and emergency medical and fire department as applicable.
- Activate the Emergency Response Plan.
- Activate the Communication Plan.
- Cordon off the affected area.
- Administer first aid if applicable.

- Identify witnesses and persons involved.

Campus Security will prepare a report of any incident requiring the involvement of the ad hoc committee for workplace violence, regardless of whether or not an act of violence is carried out.

### **7. Managing the Aftermath of an Incident**

After any workplace violence incident, regardless whether or not a violent act occurs, all identified parties (complainant, Security, Human Resources, witnesses, Communications and Marketing) will convene to discuss the incident to identify measures that can prevent or diffuse future incidents.

Workplace violence victims and witnesses (as necessary), will be provided counseling services within the parameters of workers' compensation law or student health plan as applicable and as resources permit.

### **8. Plan Administration**

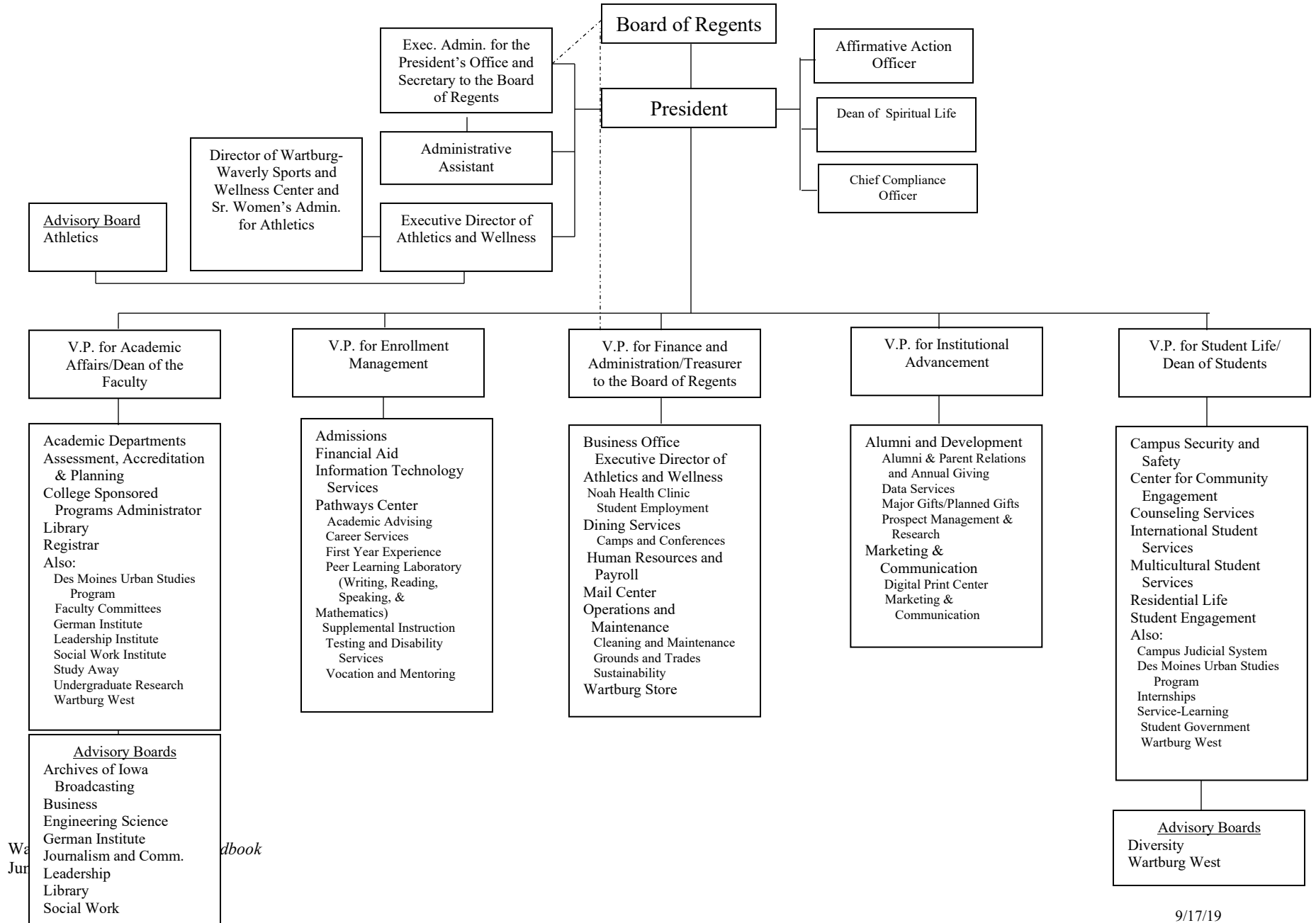
The Director of Campus Security and Safety is responsible for preparing, maintaining, disseminating, and updating this plan. At minimum, this plan will be reviewed annually. Questions relating to this plan or suggestions for improvement should be directed to the Director of Campus Security via letter, (Campus Security, Wartburg College, 100 Wartburg Boulevard, Waverly, Iowa 50677), email ([campusecurity@wartburg.edu](mailto:campusecurity@wartburg.edu) or [jay.tommasin@wartburg.edu](mailto:jay.tommasin@wartburg.edu)) or phone ((319) 352-8372).

All offices will maintain a copy of this plan.

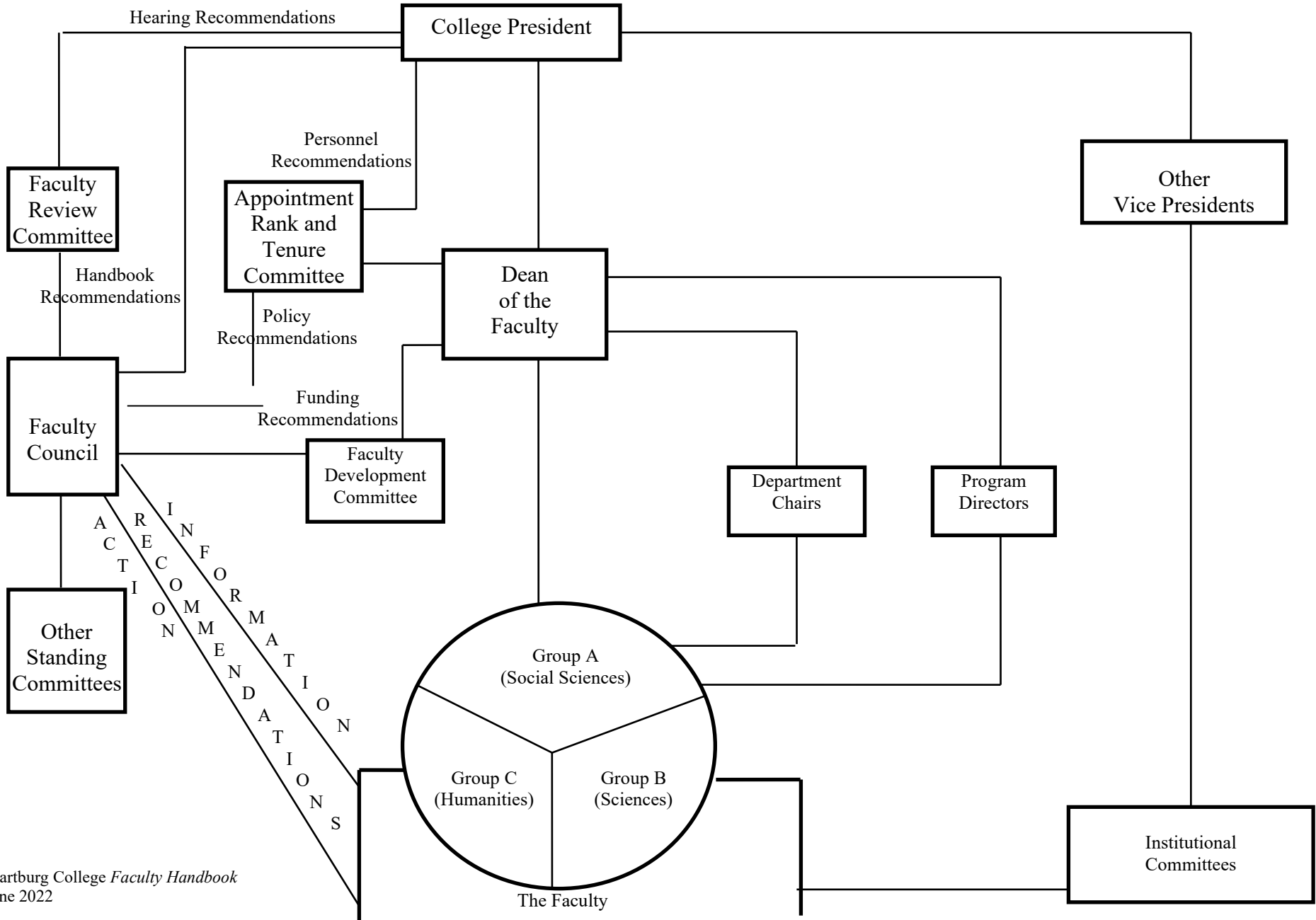
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### Wartburg College Organizational Chart 2019-2020



### Faculty Organizational Chart Exhibit



## Procedures for Off-campus Course Experiences

The following information concerns arrangements for off-campus experiences during May Term:

1. Each student registered for a course involving off-campus travel will be notified by the Office of the Controller by March 1 of the amount to be charged to the student's account. A penalty of \$50.00 may be charged for withdrawing from an off-campus course after March 1.
2. Registration for May Term courses involving extra costs is considered complete only after final payment of extra costs.
3. Any course with less than the minimum number of registrants by March 2 will be canceled. If a course fails to materialize, student payments are fully refundable.
4. Persons eligible for tuition remission will be charged the extra costs related to a May Term course for which they may register.
5. Arrangements for having a member of the immediate family or an instructor accompany a class off-campus in May must be cleared by the Dean of Faculty. Expenses related to such participation must be covered in full by the instructor not the students.
6. Meal refunds are made to
  - a. students who are absent from campus for at least five consecutive days;
  - b. students who miss a particular meal (e.g. lunch) for a period of at least five consecutive days;
  - c. example refund formula: (Based on \$1,770 board charges: 31 1/2 weeks or 631 meals including May Term = \$8.03 per day).
 

Breakfast	$\$8.03 \times 25\% = \$2.01$
Lunch	$8.03 \times 35\% = 2.82$
Dinner	$.03 \times 40\% = \underline{3.20}$
	\$8.03
  - d. students absent for the entire May Term, including weekends, will receive a refund of \$200.00.
7. No refund will be made for rooms not used during the May Term.
8. The Travel Schedule and Budget Estimate forms need to be completed and returned to the Office of the Dean of the Faculty on or before the date indicated.
9. After May Term, all expenses incurred need to be summarized and reported to the Controller's Office. Include receipts for major expenditures.

10. Students should be reminded they are responsible for their own medical insurance. Obtain their written permission for you to secure emergency medical treatment on their behalf. The College provides accidental injury insurance for faculty and students involved in college-sponsored programs or activities; others are not covered.
11. The college liability policy applies to instructors of off-campus course experiences (see *Faculty Handbook* Section 2.9.2.2.3).

## MAY TERM TRAVEL COURSE SCHEDULE AND BUDGET

The May Term Travel Course Schedule and the May Term Travel Course Budget are submitted to the Dean of the Faculty on two separate occasions.

The first submission is January 10<sup>th</sup> of the academic year preceding the trip. This allows the College to put the approximate cost of the trip in the schedule book.

The second submission is October 1<sup>st</sup> of the academic year in which the trip is being taken. The October budget allows Financial Aid to make adjustments to student financial aid packages, and it allows the Business Office to prepare student bills for Winter/May term.

May Term Travel forms as listed below are available on the website:

**[http: www.wartburg.edu/academics/forms-faculty.html](http://www.wartburg.edu/academics/forms-faculty.html)**

- **Schedule Form** for May Term Travel Course (required)
- **Budget Form** for May Term Travel Course (required)
  - Electronic Version – with formula / auto-calculation
  - Paper Version – without formula / self-calculation
  - Example Version
- **Financial Responsibility Form** for May Term Trips (optional, but strongly recommended)
  - Electronic Version – with formula/ auto-calculation
  - Paper Version – without formula / self-calculation
  - Example Version



## Requested Letter of Support

### REQUEST FOR LETTER OF SUPPORT

TO: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I request that you write a letter of support for my evaluation file in regards to my application for \_\_\_\_\_ [tenure; promotion to the rank of...]. Your letter will be used by a committee of my peers and the Dean of the Faculty to assist them in evaluating my performance. Comments which are most useful describe what you know from direct observation about my teaching, my scholarship, and/or my professional and College service activities.

Please sign and attach this form to your letter. Your recommendation must be received by the Dean's Office on or before \_\_\_\_\_ (date)

Thank you for your willingness to write a letter on my behalf.

For your information, I have chosen to

\_\_\_\_\_ waive my right to read your letter;

OR

\_\_\_\_\_ retain my right to read your letter.

Requester's Name \_\_\_\_\_ Signature \_\_\_\_\_

Position/Title \_\_\_\_\_ Date \_\_\_\_\_

Institution Address \_\_\_\_\_

\*\*\*\*\*

Writer's Name \_\_\_\_\_ Signature \_\_\_\_\_

Position/Title \_\_\_\_\_ Date \_\_\_\_\_

Institution/Address \_\_\_\_\_

Return to Office of the Dean of the Faculty, Wartburg College, 100 Wartburg Blvd., Waverly, IA 50677

## Curriculum Vitae

Office Address and Phone:

Home Address and Phone:

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### EDUCATION [most recent degree first]

Degree Institution and year awarded  
 Dissertation/thesis title (as appropriate)  
 Areas of concentration/emphasis (as appropriate)

### TEACHING AND OTHER EMPLOYMENT EXPERIENCE

[most recent experience first]

Dates: Title  
 Institution  
 Areas of teaching / other responsibilities (as appropriate)

### RESEARCH EXPERIENCE / SCHOLARLY OR CREATIVE ACTIVITIES

[organized chronologically with most recent year first]

Examples (See also Section 2.7.4.3 in this *Faculty Handbook*)  
 Grants  
 Books  
 Articles  
 Reports, reviews, journal publications, etc.  
 Presentations, colloquia  
 Exhibits and other scholarly accomplishments

### SERVICE / PROFESSIONAL ACTIVITIES

[organized chronologically with most recent year first]

Examples (See also Section 2.7.4.4 of this *Faculty Handbook*)  
 Professional memberships / activities  
 College service (committee memberships, etc.)  
 Consulting Activities  
 Student services activities  
 Public service

### AWARDS / RECOGNITIONS

## Classroom Observation Report

**WARTBURG COLLEGE**  
**CLASSROOM OBSERVATION REPORT**  
**PRE-OBSERVATION MEETING FORM (#1)**  
(Rev. 5/2000)

Instructor/Title:

Course/Title:

Date/Time/Room:

\*\*\*\*\*

Directions: The purpose of the pre-observation meeting is for the Instructor to inform the Observer of the plans for the class being observed. The faculty member being observed completes this form prior to the pre-observation meeting and attaches a syllabus of the course. The faculty member and the observer review this completed form during the pre-observation meeting.

\*\*\*\*\*

- 1. Describe the topic/content to be observed**
  
- 2. State the specific objectives for the class and how they relate to longer-term goals for the course.**
  
- 3. Describe the instructional strategies/techniques you will use to accomplish your objectives.**
  
- 4. Describe the learning activities students will be doing.**
  
- 5. Describe how you will assess student understanding of the topic/content?**
  
- 6. Describe any special circumstances affecting the observation.**

---

Observer's Signature/Date



**subject to the students (Explain).**

**6. Overall assessment of the effectiveness of this class (Explain).**

**7. Observer suggestions to improve instruction.**

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Observer's Signature/Date



**WARTBURG COLLEGE**  
**CLASSROOM OBSERVATION REPORT**  
**ACKNOWLEDGMENT FORM (#4)**  
 (Rev. 5/2000)

TO (Instructor):  
 FROM (Observer):  
 DATE:

\*\*\*\*\*

Directions: The purpose of the Acknowledgement Form is to transmit the Classroom Observation Report (Forms #1, #2, and #3) from the Observer to the Instructor and to verify that the Instructor has received and read the report. The Instructor signs the form and submits all four forms in the Professional Portfolio. The Instructor may also submit a written response to the Observation Report, including statements of agreement or disagreement with Observer comments and plans for applying the learning from the teaching observation experience to future plans.

\*\*\*\*\*

Instructor's Acknowledgement:

I acknowledge that I have read this Classroom Observation Report. I understand that the Report will eventually be removed from my Professional Portfolio by the Dean of the Faculty and placed in my permanent personnel file. I also acknowledge that I have the opportunity to respond to the contents of this Report in accordance with the deadlines specified in the *Faculty Handbook*.

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Signature/Date

## Medical and First Aid Plan Exhibit

### WARTBURG COLLEGE ENVIRONMENTAL AND OCCUPATIONAL SAFETY PROGRAM

#### Table of Contents

General.....	1
Scope.....	1
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#### General

The Occupational Safety and Health Act (OSHA), OSHA Standards for General Industry, requires Wartburg College ensure ready availability of medical personnel for advice and consultation on matters of their employee’s health. The health and safety of every member of the campus community is of paramount importance to the college’s mission. Fortunately, there are several medical facilities in close proximity to the campus that can be used.

#### Scope

This plan covers all employees, students, volunteers and contractors physically located on the Wartburg College campus.

#### Responsibilities

##### Director of Campus Security & Safety

- Maintains this plan.
- Insures the Campus Security first-aid kits are properly stocked and that security officers are trained in basic first-aid and CPR.

##### Director of Health & Wellness Center

- Provides health care to students as described in the Student Handbook.
- Provides guidance to the Safety Committee regarding health and first-aid

##### Physical Plant Director

- Insures the maintenance first-aid kits are properly stocked.

#### Policy

Medical attention will be provided at the appropriate level to maximize the safety and health of all members of the campus community. When simple first aid attention is sufficient, simple first-aid will be administered and will not be escalated unless the situation changes. Unknown



symptoms or known symptoms requiring professional treatment will be taken to the appropriate medical level.

Students will use the services of the Student Health and Wellness Center when the Center is open. Refer to the Student Handbook for specific information related to Center services. Otherwise, if a student requires first aid and does not have the appropriate material to treat themselves, contact Campus Security for assistance.

Employees (including student workers) injured while on the job may contact either Campus Security or the closest custodian for first-aid attention. Additionally, they must complete a Wartburg College Work-Related Injury Report Form. These forms will be available in the Human Resource Office.

Campus Security and Physical Plant will maintain basic first aid supplies to respond to minor incidents anywhere on campus. First aid kits will contain, at minimum, the following items:

- Exam gloves – several pair
- Antiseptic or alcohol swabs or wipes – five or more
- Roller bandages – two or more
- Band-Aids, various sizes – ten or more
- Adhesive tape – two rolls
- Cold packs – two
- Bio-hazard bags for contaminated waste – two or more

Departments or organizations that experience several minor injuries should provide a first aid kit that is equipped with supplies applicable to that organization's injury history.

### **Reference**

OSHA, 29 CFR 1910, Subpart K, section 151  
ANSI Standard Z308.1-1998

## **Benefits Exhibit**

### **Summary of College-Sponsored Benefits for Full-time Faculty**

## Last Revised 9/15/2019

Benefit	Provider	College Contribution	Faculty Contribution	Notes
Medical Insurance	Health Partners	H.S.A Open Access- up to 60% of Premium	Up to 40% of Premium	Select type of plan from options offered
		H.S A Bridges- up to 70% of Premium	Up to 30% of Premium	
Dental Insurance	Delta Dental	75% of Premium	25% of Premium	
Vision Insurance	Avesis		100% Optional	
Retirement	TIAA	6% of Annual Salary	Optional (% subject to legal limitations)	
Life and Accidental Death/Dismemberment Insurance	Lincoln Financial	100% of Premium	(na)	Value over \$50,000 taxable according to IRS tables
Voluntary Term Life Insurance	Lincoln Financial		100% Optional	
Dependent Life Insurance	Lincoln Financial	(na)	Optional 100% of Premium	
Short and Long Term Disability	Lincoln Financial	100% of Premium	(na)	Premium payment is taxed
Tuition Remission	Wartburg College	100%	(na)	See section 2.9.2.2.5 for application process and related details
Tuition Exchange Programs	<ul style="list-style-type: none"> <li>• ELCA Colleges &amp; Universities</li> <li>• The Tuition Exchange</li> </ul>	Varies by program and institution attended	Varies by program and institution attended	See section 2.9.2.2.6 for application process and related details
General Liability, Professional Liability and Travel Insurance	Cincinnati Insurance Companies	100%	(na)	Coverage applies when conducting College business.

<b>Employee Assistance Program</b>	Unity Point Health	100%	(na)	
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## **Tuition Remission**

In order to receive the maximum possible tuition remission benefit for an academic year, all applicants must annually file the appropriate paperwork by May 1, prior to the academic year for which the applicant wishes to receive the tuition remission benefit. For those hired after April 1, the deadline is extended to 30 days following notification of employment at Wartburg College. To be eligible for summer session tuition remission, the appropriate paperwork must be submitted to the Financial Aid office two weeks prior to start of classes.

The appropriate paperwork includes: (a) the Wartburg College Tuition Remission Application, (b) the Free Application for Federal Student Aid, and (c) any other application forms deemed necessary by the Director of Financial Aid to determine eligibility for external tuition-based grants and scholarships. Tuition-based grants and scholarships are used in calculating the tuition remission award, and the combination of grants, scholarships, and tuition remission award shall not exceed total tuition charges. Exceptions to this procedure caused by unusual circumstances will be considered by the Vice President for Enrollment Management in consultation with the Director of Financial Aid and the Vice President for Administration.

## **Tuition Exchange Programs**

Should the College lose its good standing in an exchange program because of a surplus of exports over imports, the College will prioritize applications according to the following point system. The purpose of the point system is to limit exports until the College regains its former good standing in the program.

Employees will receive one point for each year of benefit-eligible full-time service to the College. The College will deduct one point for each semester (two points per year) that an employee's dependent(s) has participated in the program. The College will calculate point standing for an employee when the employee requests that information or when an employee submits an application to an exchange program in which the College has lost its good standing.

The College will give preference to the application submitted by the faculty or staff member with the highest point total. If more than one employee is seeking to receive a tuition exchange program benefit for the same dependent, the point standing of the employee with the greatest number of points will determine application priority. Participation points will only be deducted from the employee whose point standing determined application priority. The Office of the Director of Human Resources will notify applicants of their application priority status as soon as possible after February 1st. Applications not initially accepted will be placed on a waiting list. If notified of tuition exchange program approval at the receiving institution, applicants shall inform the Office of the Director of Human Resources within two weeks of notification whether they accept or reject the exchange-program offer.

Once contracted into a tuition exchange program agreement, the student who continues to meet the definition of dependent child as defined in section 2.9.2.2.5 remains eligible to continue participating in the tuition exchange program regardless of subsequent out-of-balance exchange situations at Wartburg College.

## Wartburg College Title IX Sexual Misconduct, Discrimination, and Grievance Policy

### I. Statement of Policy

Wartburg College is committed to providing a learning, working, and living environment free from all forms of sexual misconduct including, but not limited to, sex-based harassment, non-consensual sex acts, non-consensual sexual touching, and sexual exploitation. Wartburg College considers sex discrimination in all forms to be a serious offense and it will not be tolerated. The college is dedicated to preventing all forms of sex discrimination and sexual misconduct and educating all students, faculty and staff regarding such discrimination and misconduct. Any conduct in violation of this policy will be treated using procedures described in this policy. Wartburg College encourages persons who have experienced any form of sexual harassment or sexual misconduct to report the incident promptly, to seek all available assistance, and where appropriate, to report the incident to local law enforcement. It is a violation of this policy for any student, and member of the staff or faculty, or any administrator to retaliate against another person for exercising his/her rights under this policy.

Members of the Wartburg College community, as well as guests and visitors have the right to protection from sexual discrimination and misconduct. All members of the Wartburg College community are expected to conduct themselves in a manner that does not infringe upon the rights of others. The Wartburg College Sexual Misconduct, Discrimination, and Grievance Policy has been established to reaffirm these principles and to provide guidelines in reporting and recourse for those individuals whose rights have been violated. The policy is designed to promote compliance with campus, state and federal regulations; to allow for appropriate reporting, investigation, and sanctioning of behavior that is inconsistent with Wartburg College policies; and to educate all members of the College community about the implications and consequences of this inappropriate behavior.

The policy covers conduct that occurs on the Wartburg campus and any Wartburg sponsored programs or events. The policy also covers prohibited conduct that initially occurs off-campus when students or employees experience continuing effects of the off-campus acts in the educational or work setting. The policy covers offenses perpetrated by faculty, staff, students, and third parties.

### Notice of Non-Discrimination

Wartburg College does not discriminate on the basis of race, color, national origin, creed, sex, age, religion, sexual orientation, gender identity, disability, or pregnancy in its education programs or activities. Wartburg College complies with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments Acts of 1972, the Age Discrimination in Employment Act of 1975, and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Iowa Civil Rights Act. Wartburg College has developed policies and procedures that prohibit sex and other forms of illegal discrimination in all forms. It is required to comply with these laws. Questions about Title IX may be directed to Wartburg College's Title IX Coordinator or the US Department of Education Office of Civil Rights. Contact information for Wartburg College's Title IX Coordinator is in section **Filing a Complaint with Wartburg College** and **Identification and Role of Title IX Coordinator**.

### **Statement of Jurisdiction**

Wartburg College has jurisdiction over complaints of sexual harassment, sexual violence, sexual assault, intimate partner violence, domestic violence, dating violence, and/or stalking that occurs on campus or at any College sponsored event or program, regardless of where the incident occurs. The College also has jurisdiction over alleged misconduct occurring off campus, during semester breaks, or between semesters, if the Complainant(s) and/or Respondent(s) are Wartburg College students and the off-campus conduct is likely to have a substantial impact on campus life and activities, or if the incident poses a threat of danger to any member of the College community.

### **Free Speech/Academic Freedom**

As participants in a private institution, the faculty, staff, and students of Wartburg College enjoy significant free speech protections guaranteed by the First Amendment of the United States Constitution. This policy is intended to protect members of the College community from discrimination, not to regulate protected speech. This policy shall be implemented in a manner that recognizes the importance of rights to freedom of speech and expression. The College also has a compelling interest in free inquiry and the collective search for knowledge and thus recognizes principles of academic freedom as a special area of protected speech. Consistent with these principles, no provision of this policy shall be interpreted to prohibit conduct that is legitimately related to the course content, teaching methods, scholarship, or public commentary of an individual faculty member or the educational, political, artistic, or literary expression of students in classrooms and public forums. However, freedom of speech and academic freedom are not limitless and do not protect speech or expressive conduct that violates federal or state anti-discrimination laws.

## **II. Filing a Complaint with Wartburg College**

Wartburg College encourages those who have experienced sex discrimination or any form of sexual misconduct to report these offenses to a responsible employee, who in turn will report the incident to the Title IX Coordinator.

### **Title IX Coordinator**

*Jamie Hollaway*  
*Director of Human Resources and Payroll*  
*100 Wartburg Blvd.*  
*Waverly, IA 50677*  
*(319) 352-8418*  
[jamie.hollaway@wartburg.edu](mailto:jamie.hollaway@wartburg.edu)

### **Title IX Deputy Coordinator**

*Karen Thalacker*  
*Chief Compliance Officer*  
*100 Wartburg Blvd.*  
*Waverly, IA 50677*  
[karen.thalacker@wartburg.edu](mailto:karen.thalacker@wartburg.edu)

### **Title IX Investigators/Title IX Team**

*Cassie Hales*  
*Director of Residential Life*  
*100 Wartburg Blvd.*  
*Waverly, IA 50677*  
*(319) 352-8553*  
[cassandra.hales@wartburg.edu](mailto:cassandra.hales@wartburg.edu)

*Jay Tomasini*  
*Director of Campus Security and Safety*  
*100 Wartburg Blvd.*  
*Waverly, IA 50677*  
*(319) 352-8372*  
[jay.tomasinni@wartburg.edu](mailto:jay.tomasinni@wartburg.edu)

*Keith Strand*  
*Cleaning Supervisor*  
 100 Wartburg Blvd.  
 Waverly, IA 50677  
 (319) 352-8749  
[keith.strand@wartburg.edu](mailto:keith.strand@wartburg.edu)

*Lee Nelson*  
*Professor of Music*  
 100 Wartburg Blvd.  
 Waverly, IA 50677  
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[lee.nelson@wartburg.edu](mailto:lee.nelson@wartburg.edu)

*Zak Montgomery*  
*Associate Professor of Spanish*  
 100 Wartburg Blvd.  
 Waverly, IA 50677  
 (319) 352-8435  
[zak.montgomery@wartburg.edu](mailto:zak.montgomery@wartburg.edu)

### **Discussing a Violation with a Responsible Employee**

Wartburg College encourages victims of sexual discrimination or those who have been involved in an incident of sexual misconduct to talk to somebody about what happened so that victims can get the support they need, and so that the college can respond appropriately in a timely manner.

Victims are encouraged to speak to a “responsible employee” if they believe they’ve been subjected to a violation of this policy. A “responsible employee” is someone with authority to redress sexual violence, who has a duty to report sexual violence or incidents of sexual violence to the Title IX Coordinator, or someone you believe has this duty and authority. A list of responsible employees is included below.

Different employees on campus have different levels of obligation to maintain a victim’s confidentiality. Some are required to maintain near complete confidentiality; discussion with them is called “privileged communication.” The Policy identifies these individuals “Responsible Employees (confidential).”

Other employees are required to report all the details of an incident to the Title IX Coordinator (including the identities of both the victim and alleged perpetrator). A report to these “Responsible Employees (non-confidential)” constitutes a report to the college and obligates the college to investigate the incident and take appropriate steps to address the situation.

This policy is intended to make members of the college community, including faculty, staff, and students, aware of the various reporting and confidential disclosure options available to them so they can make informed choices about where to turn should they become a victim of sexual misconduct and/or discrimination. The college encourages victims to talk to someone identified in one or more of the following groups.



Responsible Employees (confidential)

- Care providers who work for Wartburg Noah Clinic  
The W, Wartburg College  
Suite 1392  
Waverly, IA 50677  
(319) 352-8436
- Wartburg College Campus Pastors  
Brian Beckstrom, Dean of Spiritual Life  
(319) 352-8217
- Counselors at Wartburg College Counseling Services  
Stephanie Newsom, Director of Counseling Services  
Molly Wertz, Counselor  
(319) 352-8596

If the victim of sexual discrimination or sexual misconduct desires that details of his/her incident be kept confidential, he or she should speak with someone designated as “responsible employee” (confidential). These employees cannot disclose the details of the alleged policy violation without permission from the person lodging the report.

Responsible Employees (non-confidential)

- Title IX Coordinator-Jamie Hollaway, (319) 352-8418
- Director of Campus Security-Jay Tomasinni, (319) 352-8372
- Wartburg College Security Officers, (319) 352-8372
- Vice President for Student Life and Dean of Students-Daniel Kittle (319) 352-8745
- Director of Residential Life and Chief Conduct Officer-Cassie Hales, (319) 352-8553
- Residence Hall Directors and Resident Assistants in respective in hall offices
- Members of the faculty and staff excluding those already identified

A victim of sexual misconduct may also seek assistance from the following resources:

- Waverly Police Department  
111 4<sup>th</sup> St. N.E  
Waverly, IA 50677  
(319) 352-5400
- Waverly Health Center  
312 9<sup>th</sup> St. SW  
Waverly, IA 50677  
(319) 352-4120

- Riverview Center  
2055 Kimball Ave #355  
Waterloo, IA 50702  
(319) 939-9599
- Cedar Valley Friends of the Family  
PO Box 784  
Waverly, IA 50677  
(319) 352-1108
- Iowa Coalition Against Domestic Violence  
1-800-942-0333
- Iowa Coalition Against Sexual Assault  
1-800-284-7821

A complainant may request that Wartburg College treat certain reported information, such as the name of the alleged perpetrator, as “confidential.” The Policy addresses requests for confidentiality in section titled Protection of Parties: Interim Measures and Requests for Confidentiality.

### **Following an Incident of Sexual Misconduct/Assault**

The college encourages a victim of sexual assault to seek medical attention and make all efforts to preserve evidence. The victim should not bathe, urinate, douche, brush teeth, or drink liquids. Clothes should not be changed; but if they are, bring all the original clothing to the hospital in a paper bag, as plastic bags damage the evidence. When necessary, the victim should seek immediate medical attention at an area hospital and take a full change of clothing, including shoes, for use after the medical examination. The items in the room or other specific location in which the assault took place should not be disturbed. The College understands the impact of trauma imposed on a victim during an assault, and if any of the above actions are not followed it doesn't diminish the right to report an assault, or how the College will carry out the steps of the investigation.

Wartburg College also encourages victims of sexual misconduct to seek counseling and/or identify a support person. A support person plays an important role in providing personal encouragement to a victim in a crisis situation. Information regarding counseling options, both on campus and in the community, can be obtained from the Wartburg Counseling Services located in Pathways on the third floor of the Vogel Library.

A person who reports a violation of the Policy to a responsible employee will be presented with appropriate interim measures to reduce or prevent additional contact between the complainant and alleged perpetrator such as changing academic schedules and housing arrangements. Interim measures will be established by College Authorities in a timely manner once notified of the violation in policy. For more information about interim measures, please see section titled Protection of Parties: Interim Measures and Requests for Confidentiality.

### **Identification and Role of Title IX Coordinator**

The Title IX Coordinator is responsible for monitoring compliance with this policy and all related processes. The Title IX Coordinator will not personally investigate any complaints or

play any decision-making role with respect to responsibility findings or sanction decisions. The Title IX Coordinator should be considered a resource for all parties involved in the processes. The Title IX Coordinator will consider all a Complainant's request for confidentiality and a Complainant's request to refrain from investigating or disciplining the alleged perpetrator. See section **Protection of Parties: Interim Measures and Requests for Confidentiality**, for guidelines in confidentiality. Wartburg College's Title IX Coordinator is Jamie Hollaway, Director of Human Resources and Payroll, Luther Hall 203, ([Jamie.hollaway@wartburg.edu](mailto:Jamie.hollaway@wartburg.edu) or 319-352-8418).

### **III. Definitions and Examples of Sexual Misconduct and Discrimination**

Sex Discrimination is defined as behaviors and actions that deny or limit a person's ability to benefit from, and/or fully participate in, educational programs or activities or employment opportunities because of a person's sex. Examples of sex discrimination under Title IX include, but are not limited to, sexual harassment; sexual assault; sex/gender-stereotyping, failure to provide equal opportunity in education programs, activities, and co-curricular programs including athletics; discrimination based on pregnancy; and employment discrimination.

#### **Sexual based harassment and gender based harassment**

Sexual harassment is any unwelcome conduct of a sexual nature, sexual advance, request for sexual favors, or other unwanted visual, verbal, or physical conduct of a sexual nature which is directed toward a person because of his/her gender. Sexual harassment includes, but is not limited to, situations when any of the following obtain:

- Submission to or rejection of such conduct is an explicit or implicit term or condition of an individual's employment, educational benefits, academic grades or opportunities, on-campus living environment, or participation in social, co- or extra-curricular activities;
- Submission to or rejection of such conduct is used as a basis for employment, education, or living environment decisions affecting the individual, or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or participation in educational experiences, by creating an intimidating, hostile, humiliating, demeaning, or sexually offensive working, educational, or social environment. The purpose or effect will be evaluated based on the perspective of a reasonable person in the position of a complainant.

Gender based harassment is unwelcome conduct of a non-sexual nature based on an individual's actual or perceived sex, including conduct based on gender identity, gender expression, and nonconformity with gender stereotypes.

While sexual harassment and gender based harassment encompass a wide range of conduct, behaviors that may be considered sexual harassment and gender based harassment include but are not limited to the following:

- Pressuring someone to engage in sexual behavior for educational or employment benefit.
- Making a real or perceived threat that rejecting sexual behavior will carry a negative consequence for or retaliation against another person.

- Denying, directly or indirectly, a person an educational or employment related opportunity if that person refuses to comply with a sexually oriented request.
- Engaging in unwelcome physical contact such as touching, blocking normal movement, physical restraint, or assault.
- Retaliating against a person for filing a harassment complaint or threatening to report harassment.

Sexual harassment can involve males or females being harassed by members of either sex. Although sexual harassment frequently involves a person in a position of greater authority than the person being harassed, individuals in positions of lesser or equal authority can also be found responsible for engaging in prohibited harassment.

Sexual harassment can be physical and/or psychological in nature. An aggregation of a series of incidents establishing a pattern can constitute sexual harassment even if one of the incidents considered separately would not rise to the level of harassment.

### **Hostile Environment Harassment**

Sexual harassment related to a hostile environment exists when unwanted conduct is so severe or persistent and patently offensive that it alters the conditions of education or employment, from both a subjective (the complainant) and an objective (reasonable person's) viewpoint. The determination of whether an environment is "hostile" will be based on the following factors:

- the frequency of the conduct;
- the nature and severity of the conduct;
- the identity and relationships of the persons involved;
- the location of the conduct and the context in which it occurred;
- whether the conduct was physically threatening;
- whether the conduct was humiliating;
- the effect of the conduct on the alleged victim's mental or emotional state;
- whether the conduct was directed at more than one person;
- whether the conduct arose in the context of other discriminatory conduct;
- whether the conduct unreasonably interfered with the complainant's educational or work performance;

Conduct may be physical, verbal, or nonverbal. For example, the following type of behaviors may constitute harassment:

- Inappropriate touching, hugging, or kissing.
- Sexual remarks about a person's clothing, body, or sexual relations.
- Repeated requests for a date or repeated romantic advances toward a student or employee, despite the person's rejection of the advances.
- Conversations, jokes or stories of a sexual nature.
- Sexually explicit profanity.
- Obscene gestures.
- The display of sexually explicit materials in the workplace or in campus housing.

- The use of sexually explicit materials in the classroom presented without defensible educational purposes.

### **Sexual Misconduct**

Sexual misconduct is a broad term encompassing all sexual behaviors that violate Wartburg College's Title IX Policy. Sexual misconduct includes dating violence, domestic violence, sexual assault, stalking, inducing incapacitation for sexual purposes, sexual exploitation, and relationship violence. Any harassing behavior or nonconsensual physical contact of a sexual nature may constitute sexual misconduct. Sexual misconduct may vary in its severity, and consists of a range of behaviors or attempted behaviors that may be grounds for disciplinary action under college policy.

### **Sexual Assault**

Sexual Assault means having or attempting to have sexual intercourse or sexual contact with another individual without consent. This includes sexual intercourse or sexual contact achieved by the use or threat of force or coercion, where an individual does not consent to the sexual act, or where an individual is incapacitated. Examples of sexual assault include, but are not limited to, the following behaviors when consent is not present:

- i. Nonconsensual sexual contact is any sexual touching, however slight, with any object or body part, as defined below:
  - Intentional contact with the breasts, groin, or genitals or touching another person with any of these body parts or making another person touch the offending party or themselves with or on any of these body parts; any intentional bodily contact in a sexual manner, though not involving contact with/of/by breasts, buttocks, groin, genitals, mouth, or other orifice.
  - by a man or a woman upon a man or a woman,
  - without consent.
- ii. Nonconsensual sexual intercourse is any sexual intercourse (anal, oral, or vaginal), however slight, with any object or body part as defined below:
  - Vaginal or anal penetration by a penis, object, tongue, or finger or oral copulation (mouth-to-genital contact or genital-to-mouth contact).
  - by a man or woman upon a man or a woman,
  - without consent.
- iii. Forced sexual intercourse is any unwilling or nonconsensual sexual penetration (anal, vaginal, or oral) with any object or body part that is committed either by force, threat, intimidation, or through exploitation of another's mental or physical condition of which the assailant was aware or should have been aware.

### **Non-Disclosure of STI Information**

Anyone who knows he or she has a sexually transmitted disease must disclose that information to a potential sexual partner prior to any sexual activity.

### **Sexual Exploitation**

Sexual Exploitation involves taking nonconsensual or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of the other sexual misconduct

offenses. Examples include, but are not limited to:

- Voyeurism – Observing another individual’s nudity or sexual activity or allowing another to observe consensual sexual activity without the knowledge and consent of all parties involved.
- Nonconsensual visual (i.e. video, photograph) or audio recording of sexual activity.
- Nonconsensual distribution or streaming of photos, images, or information of an individual’s sexual activity, intimate body parts, or nakedness having the effect of embarrassing an individual who is the subject of such images or information.
- Prostituting another person.
- Exposing one’s genitals or inducing another to expose his or her genitals in nonconsensual circumstances.
- Inducing incapacitation for the purpose of making another person vulnerable to nonconsensual sexual activity.
- Knowingly exposing another individual to a sexually transmitted disease or virus without his or her knowledge.
- Possessing, distributing, viewing, or forcing others to view illegal pornography.

#### **IV. Relationship Misconduct and Violence**

Relationship misconduct includes dating violence and domestic violence as defined below. It includes abuse or violence against a person who is or has been involved in a sexual, dating, domestic, or other intimate relationship by the other person in the relationship. It may involve one act or an ongoing pattern of behavior.

##### **Dating Violence**

Dating Violence is defined as the use of physical force against an employee, student, or campus visitor, with the intent to cause bodily harm or the intentional damage of property by a person who has been in a romantic or intimate relationship with another. The existence of such a relationship will be determined by the following factors:

- Length of relationship
- Type of relationship
- Frequency of interaction between the persons involved in the relationship

##### **Domestic Violence**

Domestic Violence is a felony defined in Iowa Code 708.2A as an intentional or unauthorized act that is intended to cause pain to another or result in physical contact that is insulting or offensive, coupled with the apparent ability to do the act or to place another in fear of any such act, or the intentional and authorized pointing of a firearm or display of dangerous weapon in a threatening manner. The category of Domestic Violence pertains when the assault is committed:

- By a current or former spouse or intimate partner of the victim;
- By a person with whom the victim shares a child in common;
- By a person who is cohabiting with, or has cohabited with, the victim as a spouse or intimate partner;
- By a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Iowa; or

- By any person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.

Relationship violence can include, but is not limited to any of the following:

- Physical violence that causes bodily injury.
- Sexual violence including rape.
- Emotional abuse creating apprehension of bodily injury or property damage. This includes violence or threat of violence to one's self, one's sexual or romantic partner, and/or to the family members or friends of the sexual or romantic partner.
- Repeated telephonic, electronic, or other forms of communication— anonymously or directly—made with the intent to intimidate, terrify, harass, or threaten.
- Economic abuse involving exploitation of the victim's economic resources in an educational setting.

Relationship violence often escalates from threats and verbal abuse to violence. While physical injury may be the most obvious danger, the emotional and psychological consequences of relationship abuse are also severe and usually cause a fear of the partner and feelings of helplessness and desperation.

### **Stalking**

Stalking includes repeatedly following, harassing, threatening, or intimidating another by telephone, mail, electronic communication, social media, or any other medium, device, or method that purposely or knowingly causes substantial emotional distress or reasonable fear for one's safety, of bodily injury, or of death to one's own person or another person. Examples of stalking can include, but are not limited to any of the following:

- Nonconsensual communication including in-person communication, phone calls, voice messages, text messages, email messages, social networking site postings, instant messages, postings of pictures or information on websites, written letters, gifts, ordering goods or services, or any other communications that are undesired and/or place another person in fear.
- Following, pursuing, waiting, or showing up uninvited at a workplace, place of residence, classroom, or other locations frequented by a complainant.
- Vandalism, including attacks on data and equipment.
- Physical and/or verbal threats against a complainant or a complainant's loved ones.
- Gathering of information about a complainant from family, friends, co-workers, and/or classmates.
- Manipulative and controlling behaviors such as threats to harm oneself, or threats to harm someone close to the complainant.
- Defamation or slander against the complainant, posting false information about the complainant and/or posing as the complainant to post to websites, newsgroups, blogs, or other sites that allow public contributions, and thereby encouraging others to harass the complainant.
- Arranging to meet the complainant under false pretenses.

### **Effective Consent**

Effective consent is active, not passive, and can be given only by persons of legal age. Lack of consent is the critical factor in any incident of sexual misconduct. Silence, in and of itself, will not be accepted as evidence of consent. Effective consent can be given by words or actions, as long as those words or actions create mutually understandable permission regarding the conditions of sexual activity — with whom, when, where, why, and how sexual activity will take place. Obtaining consent is an ongoing process in any sexual interaction. Sexual consent must be asked for and granted each and every time sexual activity takes place, regardless of previous levels of sexual intimacy between partners. Effective consent cannot be procured by use of physical force, compelling threats, intimidating behavior, or continued pressure to submit after someone makes it clear that they do not want sex, that they want to stop, or that they do not want to go past a certain point of sexual interaction. The parameters of effective consent are exemplified in the following guidelines:

- Consent to participate in sexual activity is freely and actively given, and requires clear communication between all persons involved in the sexual encounter.
- Either party may withdraw consent at any time. Withdrawal of consent must be outwardly demonstrated by mutually understandable words or clear, unambiguous actions that indicate a desire to end sexual activity. Once withdrawal of consent has been expressed, sexual activity must cease. The other individual(s) must immediately stop.
- Consent to engage in sexual activity must exist from the beginning to end of each instance of sexual activity and for each form of sexual contact. Consent to one form of sexual activity does not imply consent to other forms of sexual activity.
- Previous relationships or previous consent does not imply consent to future sexual acts.
- Any time sexual activity takes place, the individuals involved must be capable of controlling their physical actions and making rational, reasonable decisions about their sexual behavior. If at any time it is reasonably apparent that either party is hesitant, confused, or unsure, both parties should stop and obtain mutual verbal consent before continuing such activity.
- Consent cannot be procured by use of physical force, compelling threats, intimidating behavior, or coercion. Coercion is unreasonable pressure for sexual activity.
  - i. Sexual intercourse or sexual contact with someone you know is mentally or physically incapacitated, or you have reason to believe is mentally or physically incapacitated (by alcohol or other drug use, unconsciousness, or blackout), violates this policy.
  - ii. Minors, mentally disabled individuals, or persons incapacitated as a result of consumption of drugs or alcohol cannot give effective consent. This policy also covers someone whose incapacity results from mental disability, sleep, involuntary physical restraint, or from the taking of a so-called “date-rape” drug.

### **Incapacitation**

An individual who is incapacitated cannot consent to sexual activity. Incapacitation is defined as the inability, temporarily or permanently, to give consent, because an individual is mentally and/or physically helpless, unconscious, or unaware that the sexual activity is occurring. Where alcohol and/or other drugs (including prescription drugs) are involved, incapacitation is a state in



which a person cannot make a rational, reasonable decision because he or she lacks the ability to understand the “who, what, when, where, why, or how” of his or her sexual interaction. Warning signs that a person may be incapacitated may include: slurred speech, vomiting, unsteady gait, odor of alcohol or other substance, combativeness, and/or emotional volatility.

An individual who engages in sexual activity with someone the individual knows or reasonably should know is incapable of making a rational, reasonable decision about whether to engage in sexual activity is in violation of this policy. This includes a person whose incapacity results from ingestion of a “date-rape” or “predatory” drug. Possession, use and/or distribution of any of these substances, including but not limited to: Rohypnol, LEAN, Ketamine, GHB, or Burundanga is prohibited, and administering one of these drugs to another person for the purpose of inducing incapacity is a violation of this policy and civil criminal statutes. More information on these drugs can be found at <http://www.911rape.org/>.

## **V. Conflict of Interest**

Wartburg College has an obligation to demonstrate and document good governance to protect the integrity and credibility of the College and to maintain the trust and confidence of its community. The purpose of the conflict of interest policy is to address potential conflicts occurring when an employee is in a position to influence a college decision that may result in direct or indirect personal gain and to ensure the transparency of related party relationships. The policy is also intended to address conflicts that arise when a College employee’s personal interests or relationships conflict with the ability of such employee to act in a neutral manner with regard to a complaint against a faculty member, staff member, or student. The manner in which a conflict of interest is to be handled may also be addressed in other College policies. In accordance with this policy, those who participate in the investigation or resolution of a complaint under Wartburg’s policies shall take all necessary precautions to avoid any actual or potential conflicts of interest and to disclose any actual or potential conflicts that may exist.

A conflict of interest arises when someone may benefit personally from dealings with an entity or person with a relationship to the college, including indirect benefits such as to family members or businesses with which the person is closely associated. A conflict of interest also arises when someone’s personal interests or relationships may compromise the professional judgment in the discharge of college duties and responsibilities. Examples of potential conflicts include but are not limited to:

- employment with, membership on a board of directors of, or significant ownership interest in a company doing business with the College;
- an employee or staff member serving in some capacity in an investigation or proceeding under the College’s policies has a personal interest with one of the investigation or proceeding.

All individuals with an actual or potential conflict of interest shall complete a conflict of interest disclosure statement at the earliest practicable time so that the conflict may be reviewed and resolved. All statements should be forwarded to the Title IX Coordinator. Disclosure statements may be reviewed by a committee consisting of representatives from Human Resources, Student Life, and Dean of Faculty offices, respectively. The committee will determine any appropriate action that may be necessary including but not limited to annual disclosure or disqualification from participation in transactions creating the conflict. Not all conflicts will be material enough

to be of practicable importance or if material, upon full disclosure may not necessarily affect the College, the proceeding, or the investigation in an adverse way. However, in the interest of transparency, disclosure is still required.

If an individual believes that a College employee has a conflict, the individual is to promptly report the perceived conflict to the Title IX Coordinator. In the event that the conflict concerns the Title IX Coordinator, the individual is to submit the notification to the Dean of Students or Dean of the Faculty. The notification is to be in writing and include a description of the perceived conflict of interest and the rationale for the belief that there is a conflict of interest. The Dean of Students or Dean of the Faculty shall be responsible for reviewing the matter and taking appropriate actions to ensure that the conflict of interest concern is appropriately addressed.

## **VI. Reporting a Violation**

Any person at Wartburg College who believes he/she has been subject to sexual discrimination or a victim of a sexual misconduct act by a Wartburg College student, faculty, staff, or outside third party is encouraged to promptly take the following actions.

- Report the incident to a responsible employee. (See Discussing a Violation with a Responsible Employee Section)
- Individuals can report information relating to violations of the conduct code including violations of this policy to [GETHELPNOW](#), which allows members of the Wartburg Community to anonymously report crimes, offer tips, or advise the College of other adverse situations.
- The information shall be brought to the Title IX Coordinator or one of the Title IX investigators.
- The Title IX Coordinator or designee will meet with the complainant to explain his/her rights and options and the procedure by which the investigation will be conducted. The Title IX Coordinator will consider a victim's request for confidentiality, described further in section Protection of Parties: Interim Measures, Requests for Confidentiality, and Prohibition on Retaliation.
- The Title IX Coordinator or designee will provide information about the formal reporting options and policies governing confidentiality, describe the rights of the victim regarding options and policies governing confidentiality, describe the rights of the victim regarding type of protection (no contact order, restraining orders), and explain how each reporting option works.
  - i. Institutional complaint – An institutional or criminal complaint initiates the investigation procedures by the Title IX Coordinator and the Title IX Investigator. The written institutional complaint should provide the following information:
    - a. the names, addresses and telephone numbers, if available, of the complainant and respondent;
    - b. specific acts alleged, including dates, times, and locations;
    - c. names of potential witnesses, including addresses and telephone numbers, if available; and
    - d. actions taken by any party to address the discrimination, if any.

- ii. Criminal complaint – Each complainant has the right to notify or to decline to notify campus security, the police, or other local law enforcement agency. If the Complainant wishes, a responsible employee of Wartburg College will assist the Complainant with reporting the incident to law enforcement.

### **Investigation Procedures**

Wartburg College shall attempt to resolve any reports of sexual harassment and discrimination by informing, educating, mediating, or negotiating informal agreements with the complainant and respondents. If no resolution can be reached that is acceptable to both parties and to the College, the Title IX Coordinator or designee may institute a sexual harassment investigation, at the request of the complainant, as outlined below.

The goal of early resolution is to resolve concerns at the earliest stage possible, with the cooperation of all parties involved. Early resolution may include an inquiry into the facts, but typically does not include a formal investigation. Means for resolution shall be flexible and encompass a full range of possible appropriate outcomes. Early resolution includes options such as mediating an agreement between the parties, separating the parties, referring the parties to counseling programs, negotiating an agreement for disciplinary action, conducting targeted educational and training programs, or remedies for the individual harmed by the harassment or discrimination. Early resolution can also include options such as discussions with the parties, making recommendations for resolution, and conducting follow-up after a period of time to assure that the resolution has been implemented effectively. Early resolution may be appropriate for responding to anonymous reports and/or third party reports. Steps taken to encourage resolution and agreements reached through early resolution efforts should be documented.

The following procedures will govern all investigations of sexual misconduct complaints alleging violations of this policy. Wartburg College reserves the right to deviate from these procedures when such deviation is necessary to ensure appropriate processing of the investigation, to ensure the process will be prompt, fair and impartial. Title IX Investigators without a conflict of interest to the parties, witnesses, or the outcomes of the decision will conduct the investigation and adjudication. Title IX investigations will be conducted by officials who have received at minimum, annual training on issues related to dating violence, domestic violence, sexual assault, stalking, and how to conduct investigations or hearings that protect victims and promote accountability. Should the Title IX Coordinator be unavailable to oversee the process and coordinate the process, his/her designee will act instead.

- a. A Title IX investigative team (consisting of two trained Title IX Investigators) shall conduct an investigation into the report. The investigation should be conducted within 14 working days or within a reasonable amount of time required to complete the investigation. If law enforcement is involved, the college may delay its investigation process while police engage in a legal investigation.
- b. The purpose of the college investigation is to establish whether there is a reasonable basis for believing that the alleged violation of this policy has occurred. During the course of an investigation, the investigating office will work collaboratively with other college offices to ensure that the investigation is handled properly and thoroughly.

- c. If the complainant or the respondent is under 16 years of age, his/her parent or legal guardian will be notified of the complaint by phone, email or U.S. mail and the local police department will be notified.
- d. Advisors can be requested throughout this process by both the complainant and the respondent. An advisor is any individual of the party's choosing. An advisor does not actively participate unless the advisor obtains express permission to do so from the individual charged with handling the investigation. Advisors may be present during the investigation, and during any pre-investigation and post-investigation meetings.
- e. The investigation will include, but not be limited to, interviewing the Complainant, Respondent, any relevant witnesses, and evaluating other evidence such as documents, emails, texts, etc. Complainants and respondents will each have the opportunity to respond to allegations, examine evidence, and participate in the process. All witness interviews will be audio recorded, and all such recordings shall at all times remain the property of the College.
- f. In conducting the investigation, the appropriate administrator or their designee may interview the complainant, the respondent, and other persons believed to have pertinent information. At all times the Title IX Coordinator, who is responsible for the investigation, will take appropriate steps to ensure the confidentiality of the investigation and protection of all parties.
- g. In all procedures involving allegations of violations of this policy, regardless of any language found within any applicable policy, the standard of proof shall be "preponderance of the evidence." A preponderance of the evidence means that the information shows that it is "more likely than not" that the accused violated this policy.
- h. After all available information is reviewed and interviews completed, the Title IX Investigators, or his/her designee will review all the information and
  - i. Provide the Complainant and Respondent the same opportunities to respond to allegations, examine evidence, and participate in the process.
  - ii. Determine whether misconduct has occurred and the appropriate response. When an employee has engaged in misconduct, the Director of Human Resources and/or Dean of the Faculty will take formal action. When a student has engaged in misconduct, the Chief Student Conduct Officer will take formal action. Sanctions may include disciplinary action ranging from apologies, warnings, up to suspension or termination of employees and suspension or expulsion of students.
  - iii. Notify simultaneously in writing the complainant and the respondent regarding the outcome of the investigation, the appeal procedures, and any changes to the final results within (10) ten working days after the completion of the investigation.
  - iv. Partner with necessary administration and/or departments to provide assurance that the school will take steps to prevent the recurrence of any sexual violence and remedy discriminatory effects on the complainant and others, as appropriate.
- i. If either party is unsatisfied with the handling of the investigation or the recommendations of the Title IX investigation or the recommendations of the

Title IX Investigator, she or he may request from the Title IX Investigator a review of materials used in the investigation and clarification of sanctions. The request must be made in writing within three (3) working days and must explain the reasons, in light of the established criteria for an appeal of sanctions, why the student objects to the sanctions or seeks further clarification.

- j. Protection of the campus community is paramount. Therefore, the college may take appropriate disciplinary action where a complaint of sexual assault, dating violence, domestic violence, and stalking complaint has occurred, with or without concurrence of the complainant.
- k. During any on-campus disciplinary action relating to a sexual assault, the complainant and respondent are each entitled to have an advisor of choice present in the room.
- l. All complaints will be adjudicated as expeditiously as possible and generally within sixty (60) work days.

### **Appeal Process**

If, after the initial review and clarification of sanctions by the Title IX Investigator, the complainant or respondent chooses to appeal the decision, he or she may, within three (3) workdays, formally appeal to the Title IX Coordinator, by written notice. If there is a conflict of interest with the Title IX Coordinator, the appeal shall be referred to the Dean of Students, Dean of the Faculty, or the President. This notice must include a rationale for the person's appeal, explaining why he/she objects to the decision. The Title IX Coordinator, Dean of Students, Dean of the Faculty, or President will consider an appeal only if one of the following is demonstrated:

- Irregularities that influenced the outcome of the disciplinary action. It is up to the person making the appeal to demonstrate that the original decision would likely have been different if the irregularity or error not occurred.
- Prejudice on the part of the Title IX Investigator or any other college personnel who participated in the process against any party involved. The prejudice must be more than simple opposition to the appealing party's point of view; instead, evidence must show a significant conflict of interest, bias, pressure, or influence that prevented a fair and objective hearing.
- Discovery of new and significant evidence not available at the time
  - of the original hearing/ investigation.
- To determine that the finding is not consistent with the information or evidence obtained or a sanction or remedy that is extraordinarily disproportionate to the violation.

Upon receipt of this written notice, the Dean of Students, Dean of Faculty, or President will inform the other party of the appeal, evaluate the merits of the appeal request, and will inform the appellant within three (3) workdays as to whether or not the full appeal will be considered. If the Dean of Students, Dean of Faculty, or President denies the appeal request, there is no further appeal.

If the appeal is accepted, an Appeal Committee will be established comprised of trained Title IX investigators not involved in the original investigation. The Appeal Committee will review the

notice of complaint document, any investigatory materials, Investigators Notice of Decision, Notice of Appeal, and any response to the Notice of Appeal. With fifteen (15) workdays, the Appeals Committee will make a decision on the appeal. If the Appeal Committee reverses or alters the original Investigators' decision, the Appeal Committee's decision shall be final.

### **VII. Protection of Parties: Interim Measures, Requests for Confidentiality**

After lodging a complaint, a student or employee may request that the complainant's name not be disclosed to the alleged perpetrator and may also request that the College refrain from investigating or taking disciplinary action against the alleged perpetrator. To every extent possible, Wartburg College will endeavor to honor such a request. The College reserves the right, however, to override this request in order to meet its legal obligations under Title IX and other laws as necessary. Honoring a confidentiality request or a request to refrain from investigating or disciplining an alleged perpetrator may limit Wartburg College's ability to effectively investigate, discipline, or respond to a complaint or incident. Members of the Wartburg College community are prohibited from retaliating against any individual who lodges a complaint or who participates in an investigation under this Policy.

The Title IX Coordinator will consider all requests for confidentiality, as well as requests to refrain from investigation or discipline. If the Title IX Coordinator decides that Wartburg College can honor the Complainant's request without compromising its duties under Title IX and other laws, he or she will take all reasonable steps to respond to the incident while honoring this request. If the Title IX Coordinator decides that Wartburg College cannot honor the complainant's request without breaching its duties under Title IX and other laws, the Title IX Coordinator will overrule the Complainant's request. If a request is overruled by the Title IX Coordinator, he or she will advise the Complainant of the decision and take any steps necessary to protect the Complainant.

After it receives a complaint, Wartburg College will promptly consider and if necessary, take interim measures prior to its investigation, to ensure the Complainant's safety, including safe housing and movement on campus, as well as the Complainant's ability to participate in educational activities opportunities.

To the extent possible, the proceedings will be conducted in a way that protects the confidentiality and safety of the complainant, respondent, and witnesses. The parties will be informed promptly about the outcome of the proceedings.

- a. At the time the investigation commences, the respondent will be informed of the nature of the allegations and the facts surrounding the allegations.
- b. At any time, the Title IX Coordinator or designee may recommend interim protections or remedies for the parties or witnesses involved be provided by appropriate college officials. At minimum, interim measures include but are not limited to: periodically updating the Complainant on the status of the investigation, placing limitations on contact between the parties, notifying the alleged perpetrator of guidelines established to prevent contact with the complainant, making the Complainant aware of Title IX rights, available resources, notifying the Complainant of the right to engage law enforcement, changing the living arrangements including making alternative workplace or student housing arrangements, which could include

- removing an alleged perpetrator from campus housing at her or his own expense, modifying course schedules including assignments and exams and increased monitoring or supervision.
- c. A complainant found to have been intentionally dishonest in making the allegations or to have made them maliciously will be subject to disciplinary action. False charges or complaints of sexual harassment are damaging to the campus community and will be treated as a serious offense. Intentional false reports may also violate state criminal statutes and/or civil defamation laws.

### **Intent**

The fact that a person did not intend to sexually harass or assault an individual is not considered a defense. The use of alcohol or drugs does not excuse behavior that violates this policy.

### **VIII. Outcomes of Sexual Discrimination or Misconduct**

Disciplinary action by the college will normally proceed even if criminal proceedings have been initiated. Wartburg College's action will not be subject to challenge on the grounds that criminal charges involving the same incident have been dismissed or reduced, or that no criminal charges have been brought. The procedures and burdens of proof in a disciplinary action are different from those applicable to a criminal trial. If civil authorities are notified, students can anticipate that Wartburg College will be in communication with such authorities. Any person violating the college's policy against sexual discrimination, sexual assault, sexual misconduct, relationship violence (domestic and dating), or stalking may be subject to disciplinary action, including loss of educational opportunities, loss of scholarship, suspension, dismissal, or expulsion. The nature of the sanction(s) will be determined by case basis, taking into account numerous factors, including the following:

- The severity of the incident;
- Previous disciplinary infractions;
- Consistency in punishment for like offenses;
- Risk of repeat offenses;
- Danger to community;
- Acceptance of responsibility/remorse;
- Type of harm caused;
- Number of victims;
- Necessary actions to protect survivor/community.

In addition to sanction (s) against the alleged perpetrator, the College may provide recommendations/accommodations to the complainant such as counseling, alternative living/working arrangements, and academic accommodations.

### **Retaliation**

Wartburg College prohibits retaliation against a complainant, respondent, or any individual or group of individuals involved in the investigation of and/or resolution of an allegation of sexual discrimination or misconduct. Such retaliation shall be considered a serious violation of the policy and independent of whether an informal or formal complaint of sexual discrimination or misconduct is substantiated. Encouraging others to retaliate shall constitute a violation of the policy. Examples of conduct that may constitute retaliation include, but are not limited to:

- unfair grading, evaluation, or assignments;
- having information withheld or made difficult to obtain in a timely manner, such as class information, recommendations, or grades; not being informed of important events, such as meetings or changes in policies; and
- ridicule (public or private), taunting, bullying, verbal or written threats or bribes, or refusal to meet with the person even though that person has a right to do so.

Any person who retaliates against a complainant will be subject to disciplinary action up to and including termination of employment (employees) or expulsion (students).

Persons who believe they have been retaliated against in violation of the policy should file a complaint with the Title IX Coordinator.

### **Confidentiality**

All inquiries, complaints, and investigations are treated with discretion. Information is disclosed as law and policy permit or require. The identity of the complainant may, however, be disclosed to the person(s) accused of misconduct. Publicizing information about alleged sex discrimination or misconduct is strongly discouraged, as publication of information may constitute retaliation under this Policy, which is strictly prohibited.

The Title IX Coordinator shall maintain all information pertaining to a complaint or investigation in secure files.

### **Federal Statistics Reporting Obligations:**

The federal government requires campus law enforcement officials to publish an annual Campus Security Report describing the types and numbers of sexual misconduct incidents that have occurred and their general location (on or off campus or in the surrounding area; no addresses are given). These reports contain statistical information only. All personally identifiable information is kept confidential. This report helps to ensure greater community safety by providing the community with a clear picture of the nature and extent of campus crime and meets reporting requirements established by the Clery Act.

## **IX. Special Provisions**

### **Attempted Violations**

In most circumstances, the college will treat attempts to commit any of the violations listed in this policy as if those attempts had been completed.

### **Encouraging Complaining Parties to Report Violations**

The college community encourages the reporting of Title IX violations.

Sometimes complaining parties are hesitant to report to college officials because they fear that they may be charged with policy violations, such as underage drinking at the time of the incident. It is in the best interest of this community that as many complaining parties as possible report to college officials. To encourage reporting, the college pursues a policy of offering immunity from being charged with policy violations related to a particular incident to those parties complaining of sex discrimination or misconduct.



### Encouraging Witnesses to Aid Victims

Wartburg College subscribes to the concept of a “Good Samaritan” policy. For example, an underage student who has been drinking should not hesitate to help another student who is in danger. A student who chooses to intervene in the situation will not be subject to formal discipline sanctions.

### Parental Notification

The college reserves the right to notify parents/guardians of dependent students regarding any health or safety emergency, change in student status, or conduct situation. The college also reserves the right to designate which college officials have a need to know about individual complaints pursuant to the Family Educational Rights and Privacy Act (FERPA).

### Notification of Outcomes

- a. The outcome of the Title IX investigation involving students is part of the educational record of the student parties involved, and is protected from release under the federal laws delineated by FERPA. The college observes, however, legal exceptions regarding notification of the parties involved and others whom the college determines to inform based on the law and this policy.
- b. Students who bring any sort of sex discrimination complaint against faculty or staff shall be informed of the outcome of the investigation and the resolution at the same time as the complaint respondent.
- c. The college may release publicly the name, nature of the violation and the sanction for any student who is found in violation of a college policy that is a “crime of violence”, including: sex offenses, arson, burglary, robbery, criminal homicide assault, destruction/damage/vandalism of property, and kidnapping/abduction. The college will release this information to the complainant in the case of any of these offenses regardless of the outcome of the investigation.

### **Implementation and Dissemination of Information**

To support this policy, Wartburg College will conduct periodic orientation and ongoing educational programs for faculty, students, and staff concerning all areas of the Title IX, Clery Act, VAWA, and Campus SaVE Act. The Title IX Coordinator is charged with communicating annually by letter to all faculty, staff, and students to remind them of the contents of the Title IX Policy, rights and privileges of individuals, and responsibility of faculty and staff regarding sexual misconduct, relationship violence, and stalking. Copies of this policy and the procedures it prescribes will be available at all times at appropriate college centers and offices, as well as on the Wartburg College website.

## **Access and Accommodations**

It is the policy and practice of Wartburg College to create inclusive and accessible learning environments consistent with federal and state law. If you anticipate or experience academic barriers due to a disability (including physical, mental health, learning, vision or hearing) you may request accommodations by contacting Nicole Willis, Pathways Academic Success Associate at (319) 352-8230, or by e-mail [nicole.willis@wartburg.edu](mailto:nicole.willis@wartburg.edu). The Pathways Center offers resources and coordinates reasonable accommodations for students with disabilities and/or temporary health conditions.

Presenting documentation of disability early is helpful and often necessary to secure needed materials in a timely way. Accommodations should be requested prior to affected assignment due dates. Accommodations will not be provided retroactively.

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