Chapter 2
FACULTY EMPLOYMENT POLICIES

I. Introduction

Chapter 2 covers the search and selection process, the offer of employment, faculty contracts, types of faculty, work load, faculty development, promotion and tenure, separation from the University, and certain other policies and procedures. Thus, readers of this Chapter are encouraged to read Chapter 1 to understand Northwest's overall philosophy on human resource development.

II. Scope

Chapter 2 defines a contractual agreement between the University and its faculty to provide our students with the educational resources they will need to address successfully the challenges and opportunities of the 21st Century. A necessary part of this contract includes a statement of policies, obligations, responsibilities, rights and privileges clarifying faculty and administrative roles in this joint endeavor. The intent of this clarification is to provide a secure legal context that assures the success of this commitment.

From time to time the Board of Regents may amend or add to Chapter 2 of the Faculty Handbook. Such amendments or additions to Chapter 2 shall be effective commencing with the fiscal year (July 1 to June 30) following the date of enactment of the Board of Regents. Such amendments or additions shall be effective for all faculty contracts. The only legal and official copy of this Chapter resides in the Office of the President, in the care, custody and control of the Secretary of the Board of Regents. If questions regarding the current status of any policy arise, the official copy should be consulted. Whenever possible, changes on the official copy in the President’s office will be incorporated simultaneously on the University’s web page copy. Changes in Chapter 2 will be distributed to faculty. Acknowledgement of receipt will be indicated by the faculty member’s signature on the contract.

This Chapter and only this Chapter becomes a part of every faculty member’s contract of employment unless otherwise indicated in the member’s contract. No other Chapter of this Handbook is part of the contract. This Chapter is also the only official statement of policies, obligations, responsibilities, rights and privileges pertaining to faculty employment. All faculty are required to be familiar with and abide by the terms and provisions of this Chapter as a condition of their employment with the University.

III. Search and Selection

The President, in consultation with the Provost, is responsible for the review and authorization of overall staffing resources. Vacancies within departments always return to the University for possible reallocation or elimination. The department carries out the search process in consultation with the appropriate dean and the Provost. In order to maintain a rigorous process...
that results in hiring the best candidate for a particular position in the department, college and University, the department may bring in more than one candidate before a hiring decision is made, if approved by the Provost.

IV. Offer of Employment

Offers of employment may be made verbally or in writing. However, no contract is valid or binding on the University unless in writing and signed by the President (or his authorized designee) and ratified by the Board of Regents.

V. Faculty Contracts

There are five types of faculty contracts - term, non-tenure, tenure track, tenure, and terminal one-year.

A. Term

A term contract is offered for, non-ranked, faculty for a special need for a school year, trimester or shorter period. The University is not required to notify the term faculty member of non-renewal of the contract. Faculty members with term contracts have restricted faculty privileges, and are not eligible for promotion or tenure. Term faculty members should consult the Faculty Constitution with regard to their voting rights.

B. Non-Tenure

A non-tenure contract is offered for a designated period, and automatically terminates upon the expiration of the designated period. A non-tenure contract does not require notice of non-renewal. Appointments to positions and promises concerning future appointments, salary increases, et cetera, are authoritative only when made in writing and executed by the Provost and subject to the approval of the President and the Board of Regents. Time accrued on a non-tenure contract does not count as credit towards tenure, although such credit may be given if agreed to in writing and approved by the Board of Regents.

C. Tenure Track

A tenure-track contract is offered to a ranked faculty member with a terminal degree who shall be considered for tenure when all conditions for consideration for tenure have been met.

D. Tenure
A contract with tenure is offered to a ranked faculty member confirming that he/she has met conditions required for tenure as defined in the section entitled "Criteria for Attaining Tenure" and the Board of Regents has granted tenure to said faculty member.

E. Terminal One-Year

A terminal one-year non-renewable contract is offered to a faculty member who has been on tenure-track for at least three years and is either denied tenure or terminated. Such faculty members will be notified by May 15 of the fiscal year preceding the terminal one-year contract.

VI. Types of Faculty

There are two types of faculty at Northwest: Titled Faculty and Ranked Faculty. Titled faculty are not eligible for the tenure track and receive either term or non-tenure contracts. Ranked faculty are either on the non-tenure or tenure track or have already achieved tenure. Administrative officers may hold faculty rank. Ranked faculty may be full-time or part-time.

A. Titled Faculty

A titled faculty member is one who has been appointed without rank to a faculty position, and include lecturer, adjunct, affiliate, visiting lecturer, emeritus faculty and artist-in-residence. Compensation, benefits and perquisites for faculty holding such positions will be determined on a case-by-case basis by the appropriate college dean.

1. Lecturer

A person appointed to teach a limited number of courses in one's area of expertise.

2. Adjunct

A person who qualifies for a ranked position but whose primary employment relationship is outside the University. Such faculty might serve as a substitute teacher, teacher of an outreach course, cooperative teacher or off-campus supervisor of practicums.

3. Affiliate

A person whose employment is with a person or organization that is associated with the University by contract. This person will carry the title as a courtesy to the affiliation and will be entitled to only those benefits or rights as specified in the affiliation contract. Affiliate faculty are not employees or agents of the University and may not present themselves as such. Their status ceases when the affiliation is terminated.
4. Visiting Lecturer

A person who has a permanent position at another educational institution and is associated with Northwest while on leave from that other institution or is a retired faculty from another educational institution. A visiting lecturer may also possess a ranked title if the lecturer possesses the qualifications for such rank.

5. Emeritus Faculty

A person retired from a ranked appointment at Northwest and whose service to the University is of sufficient merit to justify the appointment as recommended by the Provost to the President and approved by the Board of Regents.

6. Artist-in-Residence

A person who renders a specified service to the University based on professional attainments, creative accomplishments and/or recognition in one's field.

7. Scholar-in-Residence

A person who renders a specified service to the University based on professional attainments and recognition in one's field of work and/or scholarship.

B. Ranked Faculty

Faculty with academic rank include Instructors, Assistant Professors, Associate Professors, and Professors.

Rank will be assigned at the time of initial appointment to the faculty, and based upon degree requirements and experience as determined by the Provost, in consultation with the appropriate department chair and college dean, and subject to approval by the President and Board of Regents. Degrees must be from institutions accredited by a U.S. regional accrediting association and validated by official transcripts. (The regional accrediting associations are: The Higher Learning Commission of the North Central Association of Colleges and Schools, Middle States Association of Colleges and Schools, New England Association of Colleges and Schools, Northwest Association of Schools and Colleges, Southern Association of Colleges and Schools, and Western Association of Schools and Colleges.) Acceptance of degrees from individuals graduating from non-American institutions will be decided on a case-by-case basis. Teaching experience must be from a Baccalaureate degree granting institution that is accredited by a regional accrediting association. Each year of teaching experience means full-time teaching for a full academic year. Relevant professional experience shall be considered. Any credit for service appropriate to the discipline must be negotiated at the time of the initial contract and noted on the contract.
and personnel action form. Individuals granted such credit must have completed a minimum of three years at Northwest before applying for promotion or tenure. Upon the recommendation of the Provost and the President, the Board of Regents may grant exceptions to these requirements.

Qualifications for appointment to each rank are given below.

1. **Instructor**

   This rank requires ability in teaching, student support, and service appropriate to the discipline, an earned Master's degree, and a commitment to continuing professional development in the fields appropriate to the faculty member’s discipline.

2. **Assistant Professor**

   This rank requires ability in the areas of teaching, scholarship, student support, and service appropriate to the discipline. It also requires an earned doctorate or other terminal degree in the field except in special circumstances as outlined in IX.B.1.b.

   An offer of appointment at the rank of Assistant Professor with non-tenure status may be given, however, to a candidate or current faculty member who has completed all requirements for a terminal degree except the thesis or dissertation. The candidate will be hired using the College and University Personnel Association (CUPA) code listed on the University salary matrix for Assistant Professor (New Hires). The expectation is for the faculty member to complete all terminal degree requirements within one year of hiring or attaining this status. The dean and department chair will monitor the progress of the completion of the degree to determine that appropriate progress is being made. In exceptional cases, where research requires greater time, a contract will be reviewed for renewal. If appropriate progress is not being made, the faculty member will not be recommended for continued employment with the University. When official documentation of completion of the terminal degree is received, and if all other evaluations of the faculty member are acceptable, the appointment will automatically become tenure-track effective with the contract for the next academic year.

3. **Associate Professor**

   This rank requires a demonstrated, sustained record of effective teaching, scholarship, student support, and department, college and University service appropriate to the discipline. It also requires an earned doctorate or other terminal degree in the field and completion of six years of teaching at the rank of Assistant Professor or above at a regionally accredited institution of higher education.
4. **Professor**

This rank requires being a recognized teacher/scholar with an exemplary cumulative record of teaching effectiveness, a significant record of scholarship, student support, and department, college and University service appropriate to the discipline. It also requires an earned doctorate or other terminal degree and the completion of five years of teaching experience in the rank of Associate Professor or above at a regionally accredited institution of higher education.

C. **Administrative Officers with Faculty Rank**

Administrative officers above chair with faculty rank shall be subject to the provisions of this chapter to the extent of their faculty teaching responsibilities. These persons shall not hold any vested faculty rights to salary, length of contract or other benefits including educational leave rights incident to the administrative services.

D. **Definition of Full-time and Part-time Ranked Faculty**

1. **Faculty with Academic Rank--Full-time**

Full-time ranked faculty are those appointed to one of the four regular academic ranks of instructor, assistant professor, associate professor or professor and whose obligations constitute a full-time work load. They are eligible to receive fringe benefits, faculty development benefits and educational and sabbatical leaves subject to conditions defined in this Chapter. They are entitled to be reviewed for tenure and promotion subject to conditions defined in this Chapter. They may vote in faculty governance matters, unless prohibited by the faculty governing unit.

2. **Faculty with Academic Rank--Part-time**

A part-time ranked faculty member is a person appointed to one of the four regular academic ranks of instructor, assistant professor, associate professor or professor and whose obligations constitute less than a full-time work load. Benefits to these faculty members are in accordance with University policy.

VII. **Work Load**

Faculty members will be evaluated in the four crucial areas of their work: teaching, scholarship, student support, and service. This evaluation must take into consideration the faculty member’s work load. Each faculty member will consult with his or her department chair on his or her work assignments and performance expectations associated with these assignments.

A. **Teaching**
A full-time teaching load (2 trimesters) for faculty should not exceed 24-26 credit hours. A faculty member teaching 24-26 credit hours during two trimesters may teach up to 12 credit hours during a third trimester. Loads for faculty teaching laboratory courses should be calculated by adding lab course credit hours and lab contact hours and dividing by two.

Other duties under teaching may include creation of new courses and new modes of teaching (e.g., web-based or distance learning) as well as supervision of internships, practica, student teaching, field experiences, and independent studies. A faculty member may apply for partial release time to engage in significant curriculum development through their department chair, with the approval of his/her dean, the Provost and the President. Partial release time will also be provided for approved University assignments requiring significant blocks of time.

**B. Scholarship**

Time should be allotted for scholarship in the normal work week. Upon the recommendation of the department chair, college dean, the Provost and the President, reassigned time may be authorized in order to provide faculty member’s time for scholarship that contributes to both departmental and personal goals. A faculty member who is granted this opportunity will be required to provide a report to the department chair. Department chairs will provide a comprehensive report to the appropriate college dean. In planning academic assignments, department chairs (or supervisors of those faculty members whose primary functions may not be teaching) will attempt to provide blocks of time for scholarship by individual faculty members who have had reassigned time approved.

**C. Student Support**

All faculty members are expected to provide support to students as part of their work load. See Section IX.A.3. for some of the possible ways to fulfill this function.

1. **Advisement**

Student advisement involves helping a student define and achieve his/her educational goals, proceed through the undergraduate experience, and establish an educational foundation for life-long learning. All faculty members advise students as directed by the department chair, and will be evaluated by the chair in this activity. The chair will assign advisees in an equitable way so as to distribute work load throughout the department and maximize the skills of department members. In some cases, eligibility requirements will determine which faculty members can advise certain students (e.g., B.S. Ed. programs). Faculty members shall be knowledgeable of essential aspects of the curriculum and pertinent
policies and procedures of the University in order to provide accurate and timely advice to students. In advising students, faculty members may not knowingly make representations or commitments that are inconsistent with University policies.

2. **Availability to Students**

Each faculty member must post on his/her office door a schedule of at least seven office hours each week for consultation with students and advisees. Faculty members should make special appointments for students who cannot appear during the regular office hours because of conflicts with other classes.

3. **Mentoring**

Faculty members should assist students with their academic and professional development. This mentoring role can be fulfilled by such activities as: teaching Freshman Seminar, overseeing undergraduate research, sponsoring student organizations, and tutoring students who need help.

D. **Service**

A faculty member is expected to serve the department and college to which he/she is assigned as well as the University in areas of advice and governance. All faculty members are expected to serve on departmental committees. All Assistant Professors, Associate Professors, and Professors are expected to serve on a University Level I, II, or III committee, attend its meetings and participate in its work. First-year faculty are exempt from committee service. Faculty members may be asked to serve on additional committees, sub-committees, and task forces, but should carefully consider with their department chair other workload considerations before agreeing to serve.

Service may also include contribution to one’s profession—that is, serving in an official capacity in a state, regional, or national organization related to one’s discipline—or service to the community, provided it is related to one’s discipline.

VIII. **Faculty Development**

A. **Orientation Process**

The faculty orientation process orients and integrates new faculty into the Northwest culture. Through a coordinated effort among the University, colleges, and departments, new faculty members are presented with an overview of their department, college, and the University and the important role they are expected to play in each. Orientation familiarizes new faculty with the Faculty Handbook contents and initiates a plan for career development. The faculty member should engage fully in the orientation process and if
the faculty member does not feel that he/she has received adequate or appropriate
orientation, he/she has the responsibility to bring this to the attention of his/her department
chair, dean, and/or Provost.

B. Professional Development

Northwest's professional development process includes an annual faculty evaluation, with
more comprehensive reviews at the 3rd and 5th years for tenure-track faculty, mentoring
from the chair and senior faculty, and training and development opportunities to enhance a
faculty member’s capabilities and ability to contribute to Northwest’s continuous
development.

1. Faculty Evaluation

a. The System

Northwest’s faculty evaluation system is based on the premise that quality
instructional programs are enhanced when evaluation focuses on individual and
team accomplishments and strategies for continuous improvement. The teaching
of all faculty is evaluated, in accord with their department, rank, and assignment.
As a result, each department will maintain and review an annual evaluation plan
for each faculty member. Each plan is based on the department’s criteria for
teaching, scholarship, student support, and service. The faculty member must
demonstrate that he/she has met or exceeded the criteria. The range of
percentages that may be applied toward teaching, scholarship, student support,
and service are set and communicated in writing as part of the annual evaluation
process by the department chair in consultation with the faculty member.

b. Administration of the Evaluation of Faculty

The department chair, in consultation with the college dean, is responsible for
the evaluation of faculty members. The chair’s evaluation may include
consultation with peers and visits to classes taught as a part of the review process
and will consider student opinion of teaching effectiveness and other materials
the faculty member may wish to include. Documentation relating to the faculty
evaluations will be filed in the office of the respective College Dean.
c. **Additional Evaluation Issues**

1) Departments have the responsibility to develop and assign weights to the criteria for each of the areas in which a faculty member will be evaluated. The criteria and weights should reflect the mission of the department as well as future directions for faculty growth. Departments will be responsible for reviewing, modifying and enhancing the quality of their evaluation criteria on an annual basis and will submit a report of the results of any changes made to the Provost through the respective college dean for review and approval. Also, any modifications to the plan must be included for approval in accord with the calendar prepared by the Provost.

2) These criteria will guide the assessment of performance of the faculty members evaluated.

3) Department evaluation procedures will include a self-evaluation component.

4) The evaluation system will recognize the differences in responsibilities for faculty on different types of contracts and for those who are serving in departments participating in the Faculty Professional Development process. Tenure track and tenured faculty will be evaluated on their performance in the areas of teaching, scholarship, student support, and service. Faculty members holding term or non-tenure contracts may choose to have most or all of their contract responsibilities in the area of teaching and student support and will be evaluated accordingly.

5) Faculty shall establish professional goals at the beginning of each evaluation year. Percentages devoted to each work load category (i.e., teaching, scholarship, student support, service) are determined and a list of individual goals should be created in the context of departmental, college, and University goals.

6) As a part of the continuous improvement process, student opinion is valued and students are provided the opportunity to evaluate their experience in as many classes as possible near the end of each term. The process and instructions to students should be standardized to the extent possible, guaranteeing anonymity to the student and assuring integrity in the process. All general education courses must be evaluated each term regardless of the rank of a faculty member. Faculty who are not tenured should administer surveys to students in all courses every term. Tenured faculty seeking any future promotion should administer surveys to students every term. Tenured faculty who are not seeking a future promotion shall administer surveys to students in a minimum of one course per term in addition to any general education courses.
7) Student survey results are used for discussion with the chair to allow faculty members to analyze their strengths and weaknesses and develop strategies for improvement; to evaluate faculty teaching for promotion and tenure decisions; and, aggregated with other faculty member results, to track teaching performance at the department and college levels.

8) Each full-time and part-time faculty member will receive an annual evaluation regarding his/her performance at Northwest Missouri State University. Exceptions will be made for tenured Professors who will be evaluated every third year. In departments with more than one tenured Professor, evaluations will be divided so that approximately equal numbers of tenured Professors will be evaluated each year. This evaluation shall include a conference with the department chair at which time evaluation criteria, information on performance and the faculty member's goals will be reviewed at the time designated within the Provosts' operations calendar.

9) In promotion and tenure reviews, the faculty member must demonstrate that he/she meets or exceeds the criteria in an application that provides sufficient documentation. The Faculty Committee on Rank and Promotion, the Faculty Welfare Committee, and the Provost's Office will jointly offer workshops and information to guide faculty members in the preparation of applications.

10) Faculty members who have administrative responsibilities will be evaluated as an administrator by their supervisor for that portion of their work load. The minimum percentages for teaching, scholarship, student support and service may be reduced within the departmental plans to account for an administrative load.

11) The department chair shall make available evaluation criteria to candidates for positions within the respective department's faculty. Likewise, during the first trimester of a faculty member's first year of employment, the department chair will review in detail the department's faculty evaluation criteria.

2. Third and Fifth Year Reviews

Full-time tenure track faculty will be advised in writing of their progress by the college dean at the end of their 3rd and 5th years of service. In addition, all senior faculty who will vote on tenure will participate in this review and offer improvement recommendations to the faculty member. For further information regarding tenure see Section IX. These reviews are primarily designed to provide information on the faculty member's progress toward tenure.

4. Mentoring
Each new faculty member will be encouraged to have a mentor, assigned from within
or outside the faculty member’s department. Mentoring duties may include advice on
instruction, advisement, scholarship, student support, service, tenure and promotion,
and yearly evaluation, as well as other institutional procedures and processes. The
chair and other members of the department are encouraged to assist the new faculty
member and the mentor in these matters. If the faculty member does not feel that
he/she is receiving adequate or appropriate mentoring, he/she has the responsibility to
bring this to the attention of his/her department chair, dean, and/or Provost.

4. Training and Development Opportunities

Faculty members are expected to grow in their profession during their careers at
Northwest. There are internal and external opportunities to assist in this process.
These include faculty development days, Northwest fellowships, Culture of Quality
funds, opportunities with the Center of Information Technology in Education (CITE),
workshops, videoconferences, Faculty Welfare workshops and a mentor’s guidance.
If the faculty member does not feel these resources are being made available to
him/her at a sufficient level, he/she has the responsibility to make this known to the
department chair, dean, and/or Provost.

Departments, colleges, and the University support training and development
opportunities through financial support, reassigned time, and encouragement to
implement new ideas. Three specific opportunities for extended training and
development include sabbatical, educational and exchange leaves. Faculty are
encouraged to request support for these leaves. Chairs and deans should provide
leadership and guidance and promote applications by their faculty.

C. Faculty Development Leaves

1. Sabbaticals

The University encourages faculty to develop themselves professionally through
sabbaticals, educational leaves, and exchange leaves. It will support as many leaves
that meet established criteria as funding allows. To be eligible for funding, leaves
must have the potential to contribute tangibly to a faculty member’s professional
development and/or University goals. The number of leaves with salary granted
during any one year will be determined by the budget and actions of the Board of
Regents. Sabbatical leaves will be considered under the following guidelines:

a. Tenured faculty who have served six years without a sabbatical become eligible
   for sabbatical for their seventh year.
b. Applications are submitted to the faculty member’s department chair, dean, and the Provost on or before November 20 of the academic year prior to the year for which the leave is requested. Each application will be reviewed by the faculty member’s department chair, appropriate dean, and the Provost. A detailed statement of the purpose of the leave and projected outcomes must be included in the application. All applicants will be notified in writing of the final decision regarding their applications by the Provost.

c. Sabbatical leaves are not an entitlement; they are granted for purposes that enhance attainment of the University's mission, and advance the individual faculty member’s professional growth. Following the sabbatical leave, the faculty member will submit to the Provost and to the appropriate department chair and college dean a report of professional activities while on leave. In addition, the faculty member, upon the completion of the sabbatical, will be responsible for presenting his or her findings to the University at large and to other interested parties.

d. Sabbatical leaves are not granted to pursue advanced degrees.

e. Salary for the period of the leave will be one-half academic year at full pay or one academic year at half pay. Faculty members on sabbatical leave will participate in the retirement program and will have their fringe benefits paid by the University at the same rate as if they were not on leave.

f. In computing years of service that apply toward eligibility for promotion and salary consideration, the time spent on sabbatical leave will be counted as full-time service.

g. Faculty members on leave will be evaluated in accord with their agreed upon assignment during the leave period.

h. Faculty granted a sabbatical leave with pay shall agree to serve at least two more consecutive academic years on the faculty of Northwest, and will be required to sign legal documents assuring fulfillment of this commitment.

i. The Board of Regents reserves the right in its sole discretion to refuse a request for leave.

2. Educational Leaves

Only full-time, ranked faculty are eligible for educational leave. Leaves for ranked faculty members to return to graduate school to work toward an advanced degree require a positive recommendation by the President and Board of Regents approval. The Board of Regents reserves the right to refuse to grant a leave request in any case.
where it would seriously affect the program of the University or if the University budget will not permit the employment of a substitute. Educational leaves are subject to the following guidelines:

a. In recognition of at least three years of continuous service, members of the faculty may be granted educational leave not to exceed the equivalent of one academic year. Applications for extensions without pay may be considered.

b. Applications for educational leaves shall be submitted no later than November 20 of the year prior to the academic year for which the leave is requested. A detailed statement of the purpose of the leave which will include the name of the institution to be attended and a statement of anticipated progress toward degree/program completion to be made during the period of the leave must be attached to the application. All applicants will be notified in writing of the final decision.

c. The purpose of the leave must be for attendance at an accredited institution of higher learning or otherwise adding to one's professional competence or usefulness in a manner approved by the President or his/her designee. When a faculty member is granted a leave for the purpose of attending an institution of higher learning, the faculty member must enroll on a full-time basis.

d. Salary for the period of the leave will be half of the stipulated salary or $12,000 whichever is less. Faculty members on educational leave will participate in the retirement program and will have their fringe benefits paid by the University at the same rate as if the faculty member were not on leave.

e. In computing years of service that will apply toward eligibility for promotion, tenure and salary considerations, time spent on educational leave will be counted if approved by the Provost. Maximum credit to be received will be one year.

f. Faculty members on leave will be evaluated in accord with their agreed upon assignment during the leave period.

g. The person granted an educational leave with pay shall agree to serve at least two consecutive years after the leave concludes on the faculty of Northwest and will be required to sign legal documents assuring this commitment.

3. **Exchange Leaves**

a. Full-time faculty members may apply for leave for the purpose of exchanging positions with a faculty member at another institution.
b. Any exchange leave, when agreed to by the institution and the individual involved, is to be granted for purposes that will enhance the University and the development of the faculty member.

c. The Provost may, upon recommendation from the respective college dean, commit the University to assist the faculty member with travel expenses incurred because of the exchange. This policy does not cover moving expenses.

d. In computing years of service that will apply toward eligibility for promotion, tenure and salary considerations, time spent on exchange leave will be counted if recommended by the Provost and President and approved by the Board of Regents. Maximum credit to be received will be one year.

e. Faculty members on leave will be evaluated in accord with their agreed assignment during the leave period.

IX. Promotion and Tenure: Introduction

Northwest’s promotion and tenure reviews are two separate, though similar, processes. Application for promotion proceeds from the department to the college deans, the Faculty Advisory Committee on Rank, and the Provost, while tenure proceeds from the department through the chair, dean, and Provost. Both processes terminate in the approval or disapproval by the President and Board of Regents.

Promotion in rank is not an entitlement, and the responsibility rests solely with the individual faculty member to demonstrate that he/she has met or exceeded the criteria set forth in this Chapter. The number of promotions granted each year should not be impacted by budgetary conditions, though pay raises for promotions will be subject to such conditions.

For both promotion and tenure, the faculty member is evaluated in four categories: teaching, scholarship, student support, and service. The faculty member submits a concise portfolio documenting accomplishment in these areas. Wherever possible, it is recommended that a single portfolio for tenure and promotion to associate professor be submitted. In the portfolio, the faculty member should indicate clearly the percentage of time devoted to each category for each of the years under review. These percentages should be those developed in conjunction with his/her department chair.

A. Evidence for Promotion and Tenure

The following are possible, but not the only, ways in which evidence of activities in each of the areas of evaluation may be reflected:

1. Teaching
• Student feedback, including student opinionnaires and department chair
  classroom visits
• Course syllabi
• Technology applications
• Teaching portfolios (teaching loads, course preparations, sample assessment
  instruments, etc.)
• Chair evaluations
• Peer evaluations
• Supervision of independent studies, practica, etc.
• Receipt of teaching awards or honors
• Participation in instructional workshops/seminars, etc.
• Development of innovative teaching techniques/methods
• New program/course development
• Other criteria as determined appropriate by a faculty member's department

2. Scholarship

a. Statement of principles regarding scholarship

Scholarship includes the following categories:

1) Scholarship of discovery: Knowledge-based research that adds to our
   disciplinary knowledge base.
2) Scholarship of integration: Synthesis of diverse knowledge.
3) Scholarship of application: New knowledge regarding practical
   applications.
4) Scholarship of teaching: New knowledge regarding preparation and the
   carrying out of teaching activities.

To assure quality and rigor, and an ongoing commitment to the University
mission, all scholarship must meet the following standards:

a) clear professional goals
b) adequate preparation
c) appropriate methods
d) meaningful results
e) effective presentation
f) reflective critique

By these criteria, a faculty member’s scholarship must be disseminated and
critiqued using the accepted standards of the profession and/or discipline in
which the work has been done. This expansion of the University definition of
scholarship to include integration, application and teaching better supports our
institutional commitment to student learning and public service. Evaluation of this scholarly activity will be carried out annually, in the third and fifth year reviews, and at promotion and tenure decision times. These evaluations will be accomplished through external peer reviews associated with publication and conference, exhibition and performance venues; and peer reviews by department colleagues of higher academic rank, the department chair, the appropriate dean and the Provost.

b. Examples of scholarly work

- Scholarship resulting in external peer reviewed, published work
- Scholarly presentations, workshops, and in-service activities with external peer review
- Demonstrated creative accomplishment with external peer review
- Creation of course materials (published case studies, casebooks, curriculum guidance, instructors’ guides, and software etc.) with external peer review
- Creation of theater productions, videos, art exhibits, radio programs, etc. with peer review
- Research or scholarly activities in experimental course designs, curriculum development, pedagogical methodology, assessment activities, etc. with external peer review
- Serving as editor or referee/reviewer
- Widely distributed and utilized instructional applications, including those using technology
- Fellowship or research awards including grants
- Receipt of prestigious awards
- Issuance of copyrights or patents related to the faculty member's discipline
- Other criteria as determined appropriate by the respective departments

3. Student Support

- Advising students
- Tutoring students
- Effective participation in Freshmen Seminar
- Serving as sponsor or advisor of student organizations or other co-curricular activities
- Receipt of awards or recognition for outstanding student support
- Other criteria as determined appropriate by the respective departments
- Active involvement on Master’s or Doctoral Committees or in undergraduate research projects

4. Service
• Serving in an elected office or other position of leadership in an international, national, regional, state, or local professional organization
• Active involvement on Masters, Specialists or Doctoral Committees or in undergraduate research projects
• Serving in special assignments for professional organizations (chairing sessions, moderating panels, etc.)
• Serving as a chair of a major university governance council or committee (Faculty Senate, Graduate Council, Council on Teacher Education, Faculty Senate Committee, etc.)
• Significant participation in University, college or department committees/teams
• Participation related to one’s discipline in community activities, such as serving as an external consultant
• Recruitment of students
• Mentoring members of the faculty team
• Other criteria as determined appropriate by the department

The foregoing items are not listed in priority order.

B. Criteria for Promotion

It is in the sole discretion of the Board of Regents whether or not to promote any faculty member. Consideration for promotion in rank will require attainment of the following minimum eligibility criteria:

1. Instructor to Assistant Professor

   A. Possess qualifications of Assistant Professor.

   B. Upon becoming A.B.D. (all but dissertation) or completion of the terminal degree, an instructor may be promoted to Assistant Professor. This will be effective in the academic year following the year in which official notification is received by the University and the faculty member's salary will be adjusted accordingly.

   After eight years at the instructor level at Northwest, faculty without a doctorate or terminal degree who otherwise qualify for the rank of assistant professor may be recommended for promotion by their department. These faculty must demonstrate that they have exceptional qualifications with regard to skills and service to be promoted under this criterion. Awards, presentations and/or scholarly activities in the instructor’s discipline may also be considered.

2. Assistant Professor to Associate Professor

   A. Possess qualifications of Associate Professor.
B. Minimum of three years of teaching at Northwest Missouri State University. New faculty with sufficient merit may be offered an initial contract without this stipulation being in effect.

C. Demonstrate, in accordance with University policies for promotion, that the qualifications for Associate Professor have been met or exceeded.

3. **Associate Professor to Full Professor**

   A. Possess qualifications of Professor.

   B. Minimum of three years of teaching at the Associate Professor rank at Northwest Missouri State University. New faculty with sufficient merit may be offered an initial contract without this stipulation in effect.

   C. Demonstrate, in accordance with University policies for promotion, that the qualifications for Professor have been met or exceeded.

C. **Procedure for Promotion**

Faculty who are eligible and wish to be considered for faculty rank promotion initiate this process by the completion and submission of a rank promotion application form, which can be obtained from their department chair. The form, along with the appropriate documentation, must be submitted to the chair in accord with the University calendar established by the Provost. The following is a detailed description of the promotion procedure.

1. **Documentation**

   The documentation furnished by the candidate must include the promotion application form, vita, letters from persons qualified to evaluate the promotion request (sent directly to the department chair), all student surveys, and chair classroom visitation reports, where available, for the last two years and documentation submitted as a part of the annual evaluation process for every year since the last promotion. The candidate shall provide the department chair with documentation that summarizes the annual evaluations and portfolios and provides support for claims made in the application and the vita.

2. **Departmental Committee**

   The department chair shall make available this documentation to a departmental committee composed of all full-time faculty holding at least the rank to which the
candidate aspires and who have completed two years at Northwest Missouri State University.

3. **Ballot**

The department chair shall secure a written secret ballot for rank promotion from all members of the departmental committee. He/she shall convey those assessments and recommendations along with his/her written assessment and recommendation to the college dean in accord with the calendar established by the Provost.

4. **Dean’s Recommendation**

The Dean shall give a written assessment and recommendation to the Provost who serves as chair of the Faculty Advisory Committee on Rank, in accord with the University calendar established by the Provost.

5. **The Faculty Advisory Committee on Rank**

This committee will act in accordance with the guidelines for promotion of Chapter 2 of this **Handbook** (Section IX).

6. **Provost’s Recommendation**

The Provost shall present all written recommendations, including his or her own, and the vote of the Faculty Advisory Committee on to the President.

7. **President’s Recommendation**

The President will convey to the Board of Regents all of the recommendations for promotion from faculty and administrative units including a presidential recommendation.

8. **Timeline**

Failure to meet established process deadlines by the faculty member will result in termination of the process. Failure to meet a deadline by the administration does not affect the application.

9. **Notification**

The discussions and particular recommendations of the Faculty Advisory Committee on Rank shall remain confidential; however, the Committee vote will be transmitted to the applicant upon request. All candidates will be notified of the decision of the Board of Regents. In cases of denial, the candidate will receive an oral report.
followed by a written summary from the Provost concerning the recommendations of
the department chair, college dean, Faculty Advisory Committee on Rank, Provost,
and the President, along with recommendations for correcting the situation that led to
denial.

Quotas. In the assignment of ranks, no more than 30 percent of the tenure track and
tenured faculty of the University will be ranked as Professors, no more than 30
percent as Associate Professors. Exceptions may be recommended by the Provost
and the President for approval by the Board of Regents.

D. Tenure

Tenure is an arrangement under which a faculty appointment in a discipline within an
institution of higher education is continued until the faculty member resigns, retires, is
discharged for cause, is laid off pursuant to a reduction in force and/or becomes disabled
beyond performing the essential functions of the job. This commitment, however, is
subject to the terms and conditions of employment that exist from contract year to contract
year. Tenure is not an entitlement, but must be earned. It is the sole responsibility of the
individual to demonstrate that he/she has met or exceeded the criteria defined in this
Handbook Chapter. It is in the sole discretion of the Board of Regents whether or not an
individual will be granted tenure either at the time of employment or through the
application process for tenure.

Faculty employed on tenure track on or before June 30, 1992 are not required to apply for
tenure and their employment status will not be affected by the decision not to apply. All
other criteria for attaining tenure apply.

1. Procedure for Tenure-Track Faculty Employed on or Before June 30, 1992

The procedure outlined below shall apply to faculty who commenced tenure-track
employment on or before June 30, 1992. Such tenure-track faculty shall be covered
under the following policy with regard to the procedure for applying for tenure. All
faculty members will, however, be required to comply with the "Steps for Applying
for Tenure" and the "Qualitative Criteria."

a. A tenure-track faculty member wishing to apply for can initiate the
recommendation for this change in status by completing a Tenure Application
form with appropriate documentation reflecting the faculty evaluation criteria
outlined in Chapter 2 of this Handbook and the department faculty evaluation
documents. The faculty member will deliver these materials to the department
chair in accordance with the calendar prepared by the Provost.

b. A copy of the Tenure Application form with appropriate documentation will be
shared with all tenured members of the department.
c. Failure to meet a deadline by the faculty member shall result in the termination of
the process. Failure to meet a deadline by the administration will not affect the
application.

2. Procedure for Tenure-Track Faculty Employed After July 1, 1992

a. All members of the ranked faculty on tenure-track appointment employed after
July 1, 1992 will be evaluated for tenure after six years of full-time service at
Northwest Missouri State University. The evaluation will be completed in the
seventh year. Time spent on officially approved leave as a visiting professor, as
an exchange professor, or on leave engaged in post-doctoral research may count
toward tenure provided prior approval is obtained from the Board of Regents.

b. At the time of an offer of a tenure track position, the new faculty member may
negotiate years of credit toward tenure, if the following conditions are met: the
department chair and dean have recommended the credit and the new faculty
member has prior experience at an accredited college or university or has
pertinent professional experience.

c. Tenure-track faculty contracts will specify the year during which the person will
be given final consideration in the tenure evaluation process. A person who is not
granted tenure or who fails to apply for tenure during the specified year will be
offered a one-year contract after which employment with the University will be
terminated.

d. Full-time tenure-track faculty members will be evaluated during each year of
their tenure track service in accord with the University calendar prepared by the
Provost. The faculty member will be advised in writing by the college dean of
his/her evaluation of progress toward tenure by the end of the third and fifth years
of service after consultation with the Provost, who may consult with the
President. The statement from the college dean to the faculty member must
address strengths and weaknesses and outline corrective actions that must be
taken before tenure will be recommended to the Board of Regents. Tenure-track
faculty will receive an annual evaluation jointly prepared by the department chair
and college dean.

e. A faculty member who is eligible for appointment to tenure shall initiate the
request for this change by completing a Tenure Application form, with
appropriate documentation reflecting the faculty evaluation criteria outlined in
Chapter 2 of this Handbook and the department faculty evaluation documents.
The faculty member will deliver these materials to the department chair in accord
with the calendar prepared by the Provost. Failure to meet a deadline by the
faculty member shall result in the termination of the process. Failure to meet a
deadline by the administration will not affect the application.

f. Upon the written request of a faculty member, the Board of Regents may grant a
stopping of the ‘tenure clock’ if, in their judgment, the academic performance of
the provisional faculty member would be adversely affected by the responsibility
as primary care giver after the birth or adoption of a child, circumstances
involving a serious personal illness, the provision of care for a seriously ill family
member, or any similar situation requiring compassion. During this period the
faculty member will not be evaluated according to the tenure guidelines and the
year will not be counted toward tenure eligibility. After the end of this period the
faculty member will be returned to the tenure track where he/she left off.

1) Intent: Sometimes extenuating circumstances create great hardships for a
faculty member going through a tenure review. “Stopping of the tenure
clock” should provide equity to probationary faculty during stressful times
such as birth, adoption, serious illness or death of a close family member.
The intent of this policy is to make allowances for personal emergencies, and
to provide such affected faculty an equal opportunity to earn tenure. This
option shall not be made available to provisional faculty members in the
absence of the extenuating circumstances as defined above.

2) Guidelines: A faculty member desiring a temporary stopping of the tenure
clock should submit such a request in writing to his/her department chair for
a vote by the tenured faculty. This request will be forwarded to the college
dean and then to the Provost and President. The routing procedure will
enable the request to reach the Board of Regents regardless of support along
the route. The final decision on granting this request shall rest with the
Board of Regents.

3) Whenever possible, the request should be submitted prior to the start of the
academic year in question. If a request is submitted after the start of the
academic year, it either will be reviewed for that year or could be considered
for the following academic year. Requests will be reviewed in a timely
manner. Individuals presenting requests will be notified of approval or denial
as expeditiously as possible.

4) Requests that are granted will be typically for one academic year. Only one
stopping of the tenure-track clock may be granted to each faculty member
unless warranted by extraordinary circumstances.

5) In order to evaluate the request, additional documentation, such as medical
information, may be required.
6) This provision is not necessarily linked to a leave of absence with or without salary. This provision is not the basis for determining if a faculty member should be employed full time or would receive full pay and benefits. Those decisions are made separately prior to the request for stopping of the tenure clock.

3. **Procedure for Tenure-Track Faculty**

Members of the ranked faculty on tenure-track appointments with a terminal degree may apply for tenure after six years of full-time service at Northwest Missouri State University. Time spent on officially approved leave as a visiting professor, as an exchange professor or on leave engaged in post-doctoral research may count toward tenure provided prior approval is obtained from the Board of Regents.

New faculty at the time of employment in a tenure-track position, upon recommendation of their department chair and dean, may negotiate with the Provost for credit towards up to six years of service at Northwest, if they have prior service at an accredited college or university, or have related professional experience.

4. **Steps for Applying for Tenure**

The following steps are for all faculty applying for tenure regardless of the date of employment.

a. Upon receipt, the department chair will share a copy of the faculty member’s Tenure Application form and documentation with all tenured members of the department.

b. The department chair will request a secret vote, in writing, of the tenured members of the department in accord with the calendar prepared by the Provost. The department chair will not be permitted to vote. In the case that the department chair is being considered for tenure, the college dean will assume the role normally performed by the department chair in these procedures. If faculty members elect not to vote, their abstention will be noted. The vote of the faculty and the recommendation of the department chair are advisory to the college dean.

c. The department chair will forward these results to the college dean, along with his/her written recommendation for tenure or denial of tenure. If the department chair does not recommend tenure, he/she will communicate the reasons to the college dean and to the faculty member in writing. In the case of graduate faculty, the Dean of Graduate Studies will forward his/her endorsement or non-endorsement of the dean’s recommendations to the Provost.
d. The college dean will forward all recommendations from the college along with his/her own endorsement or non-endorsement to the Provost.

e. If the vote of the tenured faculty and the recommendations of the department chair, graduate dean, college dean and Provost do not agree, the Provost will arrange a conference with all parties to the decision. The series of recommendations and any conferences to discuss these recommendations shall be considered in the Provost’s recommendation to the President and Board of Regents for final action.

f. The Provost will forward the recommendations from all faculty and administrators along with his/her written recommendation for tenure or denial of tenure to the President.

g. The President will forward the recommendations from all faculty and administrators along with his/her own recommendations to the Board of Regents for final action. The decision in granting or denying tenure is in the sole discretion of the Board of Regents.

h. If tenure is granted to the faculty member, official notice will be transmitted by a letter from the President of the University. A copy of the letter will also be sent to the college dean and the department chair.

i. In the event tenure is not granted, a terminal one-year contract will be issued to the faculty member for the fiscal year following his/her current contract.

5. Qualitative Criteria

Tenure is based on a thorough evaluation of the candidate. While specific responsibilities of faculty members may vary, evaluations for tenure will address the manner in which each candidate has performed in teaching, scholarship, student support, and service as outlined in the criteria in departmental evaluation documents and Chapter 2 of this Handbook. These evaluations will be in accord with departmental evaluation documents and Chapter 2 of this Handbook and with the percentages of time devoted to each category that were developed in consultation with the department chair.

X. Separation from the University

A. Resignation

A faculty member who desires to terminate his/her employment should do so by presenting a written resignation to the Provost at least four months prior to the commencement of the next academic year.
B. Non-renewal of Contract for Tenure-Track Faculty

A tenure-track faculty member is to be notified of non-renewal of contract according to the following:

1. During the first year of employment, notification of non-renewal shall be given in writing on or before March 1.

2. During the second and third year of employment, notification of non-renewal shall be given in writing on or before December 31.

3. After the third year of employment, notification of non-renewal shall be given in writing on or before May 15 prior to the academic year in which the contract expires.

C. Voluntary Early Retirement Plan

A voluntary early retirement plan is offered to the faculty of the University with the following provisions:

1. Eligibility

   The faculty member must be:

   • vested in MOSERS and/or the teachers’ retirement plan and have at least ten (10) years of faculty service with Northwest Missouri State University.

   • within five (5) years of being first eligible for Social Security.

   • a tenured member of the Northwest faculty.


   Faculty members may opt for only one of the available options. They may not be combined.

   a. Lump Sum Payment Option. If a faculty member wishes to retire within five (5) years of being first eligible for Social Security, he or she would be paid a one-time lump payment of 60 percent of the existing salary level. Early retirees will be eligible for the University’s retirement benefits. For purposes of this plan, the salary level shall be the salary established in the current academic year contract at the time of application for the program. Lump sum payments are excluded from MOSERS benefits by statute.
b. Part-time Teaching/Phased Retirement Program Option. The phased retirement program provides for options for proportional assignments every year for a faculty member within five years of being first eligible for Social Security and will be based on University and departmental needs. Salary is based on the proportional assignment time of the faculty member’s prior year’s full-time salary.

c. Additional Provisions

1) Any faculty member choosing and implementing an option for Voluntary Early Retirement Plan shall not retain University tenure as of the date of execution of the agreement between the faculty member and the University.

2) Each fiscal year, the Provost shall identify the methods of funding the early retirement program in accordance with the resources available.

3. Procedure

An eligible faculty member who desires to participate in the voluntary early retirement program shall apply to the Provost after consultation with his/her department chair and dean. Written application for the program must be made by the prospective retiree by October 1 of the year prior to a requested date of early retirement. The Provost will determine if an agreement is to be made with a faculty member and the terms of that agreement will be forwarded to the President who will submit his/her recommendation to the Board of Regents.

The final agreement shall contain the signatures of the Provost and the faculty member. The faculty member may rescind the agreement within 48 hours after signing.

In certain circumstances where a faculty member wishes to participate in the plan, but fails to meet the eligibility requirements stated above, the Provost, with the concurrence of the President, may construct an optional plan. This option must follow the basic outline of a single stated option. Further, it must be constructed utilizing the approved principles of MOSERS.

This program may be terminated, suspended or limited at the sole option of the Board of Regents of the University.

D. Termination or Suspension for Cause During the Contract Period

The following provisions apply regarding the termination or suspension of faculty during the period of their contract. No faculty member will be removed except for incompetence,
neglect of or refusal to perform his/her duties, dishonesty, immoral conduct, drunkenness, sexual harassment, or violation of the University's drug and alcohol policy. Nor, will a faculty member be removed until after ten days notice, in writing, stating the nature and causes of termination. The faculty member will have the opportunity to present a defense to the Board of Regents with or without counsel and be allowed to introduce testimony that will be heard and ruled upon by the Board of Regents as detailed in the procedure below.

To implement these provisions the following procedures shall apply. These procedures do not apply to the non-renewal of faculty contracts.

1. When the President or his/her authorized representative determines that it may be necessary to remove or suspend a faculty member under the provisions herein, he/she will confer with the faculty member concerning the reasons for the termination or suspension. If the matter cannot be resolved by mutual agreement, the President or his/her authorized representative will present the faculty member with a statement of the reasons for his/her termination or suspension in writing. These reasons will either be presented to the faculty member personally or be sent to him/her by certified mail to the mailing address listed with the University.

2. No faculty member will be suspended from his/her position until ten days after the presentation of written notice unless there is clear evidence of danger to life, property or the general welfare of the students if he/she remains in his/her position. Such determination is at the sole discretion of the President. Notice of termination or suspension will be given in writing. Salary will not be affected during the period of suspension.

3. If the faculty member decides to contest the proposed termination or suspension, he/she must file a request for a hearing with the University President and the presiding officer of the Faculty Senate within ten days of receiving written notification of termination.

4. If the faculty member requests a hearing within ten days of notification, the Faculty Hearing Committee will meet within five working days, consistent with allowing the President or his/her representative and the accused faculty member time to gather evidence, including witnesses, to substantiate or refute the charges. (See the Appeals Procedure in Section XI R for more details regarding the Faculty Hearing Committee.) If no request for a hearing is made within ten days, the matter is deemed final and there will be no further right of hearing or appeal. The faculty member's contract will be deemed terminated and his/her salary will be discontinued.

5. The Faculty Hearing Committee will hear the issues and make recommendations to the President and the faculty member relative to its findings. Only the President can release results of the Faculty Hearing Committee.
6. No faculty member may have his/her case heard by the Board of Regents until after his/her case has been heard by the Faculty Hearing Committee and its recommendations or findings made known to both the President or his/her authorized representative and the faculty member. After the faculty member receives the report, he/she may choose to appeal to the Board of Regents for a final decision. The recommendations or findings of the Faculty Hearing Committee are advisory to the President and the Board. The Board has sole and final authority in all decisions regarding dismissal or suspension of the faculty member.

E. Reduction in Force

Any decision resulting in the growth, realignment, or reduction of faculty should be guided by a fundamental consideration for the well being of the University as a whole. This consideration includes providing services as mandated by the state legislature, maintaining sufficient financial resources to continue operation, responding to the demands for higher education by the citizens of Missouri, and maintaining sufficient standards to retain accreditation as a university. Furthermore, as an aspect of maintaining the well being of the University, program integrity must be maintained by providing sufficient faculty resources to guarantee that instruction is offered in subjects of highest need and demand. Although responsible safeguards for faculty tenure and seniority must be provided, program integrity will be of paramount importance in faculty reduction considerations.

Prior to the implementation of procedures of reduction, all other remedies should be fully explored and attempted. Examples of remedies include reduction through attrition, incentives for early retirement, retraining of present faculty to teach in areas of higher demand or alternate assignments including placement in administrative and staff positions, if possible by common agreement between the faculty member and the University.

In the case of a general reduction of faculty numbers, as opposed to the elimination of a program or department, final decisions must consider, in the following order, the well-being of the University, program integrity, tenure and the seniority of faculty defined as years of service.

The possibilities of early retirement should be explored before consideration is given to other means of personnel reduction. No faculty member, however, should be forced to retire early in order to achieve a reduction in force. Tenured faculty may be assigned to other academic, administrative or staff positions needing personnel when the faculty member's qualifications meet or exceed those required by the position. Salary and other considerations of employment will not exceed those normally associated with the administrative or staff position. If the reappointment is to an internal academic position, the rank of the transferred faculty member will not change.
If after consultation with the Provost, college dean and department chair, the President determines that a reduction in force is needed and requires the elimination of a complete department or a program within a department, a preliminary report will be prepared reflecting the views of the President regarding the recommended reduction. When the process of preparing such a report formally commences, the following steps will be taken:

1. The Provost will inform the President of the Faculty Senate that a reduction in force report is being prepared.

2. The Faculty Senate President will compile a list of eligible faculty to serve on an ad hoc Reduction in Force Faculty Advisory Committee. The list will be distributed to all full-time faculty in the form of a ballot. Eligible faculty are those with tenure and rank who are not presently serving in any administrative capacity (department chair, college dean or other administrative capacity). Faculty members or spouses of faculty targeted for deletion are ineligible to serve.

3. The entire faculty will elect a ten-member ad hoc Reduction in Force Faculty Advisory Committee. Each faculty member will vote for one faculty member from each College. Faculty members receiving the highest number of votes will constitute the ad hoc Reduction in Force Faculty Advisory Committee. A lottery drawing will be used to break ties.

4. The President's preliminary report will be submitted to the ad hoc Reduction in Force Faculty Advisory Committee and the targeted departments for review.

5. The targeted departments will be given ten working days to formulate a response (if they so desire) for consideration by the ad hoc committee. If the faculty within the department(s) do not object to the preliminary report, the President will be free to make his recommendation to the Board of Regents.

6. If the faculty within a targeted department objects in writing to the preliminary report, the ad hoc Reduction in Force Faculty Advisory Committee will meet to hear such objections plus review other relevant information. Members of the committee will select their own leadership and determine their own rules of operation.

7. Within 15 working days from the time it receives appeals from the targeted departments (25 working days following its election), the ad hoc committee will forward its recommendations to the President.

8. The President will transmit his/her recommendations along with the ad hoc committee's recommendations to the Board of Regents for final action at the next meeting of the Board of Regents.
9. Within five working days after the Board of Regents’ decision, the President will notify the targeted departments and the Faculty Senate President of the Board’s decision.

10. If the department is eliminated, the administration will explore options for relocating displaced faculty. A tenured faculty member who loses his/her position will be placed on a recall list for two years. He/she will have access to a list of personnel vacancies as they occur and will be rehired to positions for which he/she is as or more qualified than a non-campus applicant, including his/her own position if re-justified. (A list of openings will be posted by the Office of Human Resources Management and made available upon request.)

In targeting areas or departments for possible reduction, and in reviewing appeals, the following issues should be considered. The listing should not be construed as being in priority order.

- The quality of the curriculum offered within the department.
- The quality and preparation of the faculty teaching within the department.
- The centrality of the department to the University's mission.
- Services the department provides to non-majors.
- The facilities and equipment required in support of the department.
- The number of majors enrolled in the department's degree program(s).
- The demand for graduates from the department's program(s).
- The competitive standing of the department vis-a-vis similar departments at other institutions in the region.
- The potential impact on the region of closing the department.
- The income/expense ratio of operating the department.

Except in the case of financial exigency, tenured faculty members who are discontinued for reasons of reduction in force will be advised of such a decision by March 31, of the year prior to the academic year for which his/her contract is terminated. Other faculty will be given notice as indicated in Chapter 2 of the Faculty Handbook except in cases of financial exigency. Nothing in these guidelines, however, shall prevent discontinuation of any non-tenured faculty for other reasons.
XI. University Policies

A. Faculty Rights and Responsibilities

The primary responsibilities of the faculty at Northwest are teaching, scholarship, student support and service. By accepting an appointment at this University, a faculty member assumes a responsibility to engage in scholarly activities and creative endeavors that foster free inquiry, free expression, intellectual honesty, respect for the dignity and rights of others and openness to change. The rights and responsibilities exercised within the academic community must be compatible with these characteristics.

1. Academic Freedom

Northwest subscribes to the American Association of University Professors statements on academic freedom, professional ethics, and faculty freedom and responsibility as defined in the following sections. This endorsement should not be construed as a general endorsement of all policies of the American Association of University Professors.

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

"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.

"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." (B. Robert Crazier, ed., "1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments," American Association of University Professors Policy Documents and Reports, Seventh Edition, 1990, 3-4.)

2. Professional Ethics
Northwest subscribes to the belief that self-regulation is preferable to any externally imposed discipline. In this regard, the University faculty shall impose obligations upon individual professors that require any serious breach of duties to be judged by colleagues who are well acquainted with the problems and practices of a specialized field. Only in extreme cases of serious violations of professional responsibilities will an academic area regulate itself by calling upon University representation to deal with issues that could have been avoided either by individual self-control or by departmental discipline.

"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 to 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 in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

"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.

"As colleagues, professors have obligations they 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. In the exchange of criticism and ideas professors show due respect for the opinions of others. 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.

"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.
"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." (B. Robert Crazier, ed., "Statement of Professional Ethics," American Association of University Professors Policy Documents and Reports, Seventh Edition, 1990, 75-76.)

3. Faculty Freedom and Responsibility

Cognizant of the dangers to academic freedom that may arise from its misunderstanding and abuse, the University subscribes to the following statement of freedom and responsibility.

"Membership in the academic community imposes on students, faculty members, administrators, and trustees an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off the campus. The expression of dissent and the attempt to produce change, therefore, may not be carried out in ways which injure individuals or damage institutional facilities or disrupt the classes of one's teachers or colleagues. Speakers on campus must not only be protected from violence, but also be given an opportunity to be heard. Those who seek to call attention to grievances must not do so in ways that significantly impede the functions of the institution.

"Students are entitled to an atmosphere conducive to learning and to even-handed treatment in all aspects of the teacher-student relationship. Faculty members may not refuse to enroll or teach students on the grounds of their beliefs or the possible uses to which they may put the knowledge to be gained in a course. Students should not be forced by the authority inherent in the instructional role to make particular personal choices as to political action or their own part in society. Evaluation of students and the award of credit must be based on academic performance professionally judged and not on matters irrelevant to that performance, whether personality, race, religion, degree of political activism, or personal beliefs.

"It is the mastery teachers have of their subjects and their own scholarship that entitles them to their classrooms and to freedom in the presentation of their subjects. Thus, it is improper for an instructor persistently to intrude material that has no relation to the subject, or to fail to present the subject matter of the course as announced to the
students and as approved by the faculty in their collective responsibility for the curriculum.

"Because academic freedom has traditionally included the instructor's full freedom as a citizen, most faculty members face no insoluble conflicts between the claims of politics, social action, and conscience, on the one hand, and the claims and expectations of their students, colleagues, and institutions, on the other. If such conflicts become acute, and attention to obligations as a citizen and moral agent precludes an instructor from fulfilling substantial academic obligations, the instructor cannot escape the responsibility of that choice, but should either request a leave of absence or resign his or her academic position." (B. Robert Crazier, ed., "Statement of Freedom and Responsibility," American Association of University Professors Policy Documents and Reports, Seventh Edition, 1990, 77-78.)

B. Sexual Harassment

The University will not tolerate any form of sexual harassment and if a faculty member is guilty of sexual harassment, he/she will be sanctioned up to and including dismissal. Sexual harassment in any situation is reprehensible; it is particularly damaging when it exploits the educational dependence and trust between students and faculty of this University. When the authority and power inherent in faculty relationships to students--whether overtly, implicitly or through misinterpretation--is abused in this way, there is potentially great damage to individual students and to the educational climate of the institution. A particular interaction must be offensive and unwelcome to be defined as harassment. However, those in positions of authority, such as faculty, supervisors and administrators, should be sensitive to the questions about mutuality of consent that may be raised and to the conflicts of interest that are inherent in personal relationships where professional and educational relationships are involved.

Sexual harassment is defined as verbal or physical conduct of a sexual nature wherein: 1.) Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment, advancement, grades or academic progress; 2.) Submission to or rejection of such conduct by an individual is used as the basis for employment or evaluative decision affecting such individual; or 3.) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working or learning environment, in or out of the classroom. Sexual harassment may occur between supervisor and subordinate, employees, students and employees, and non-University persons and employees. It may occur between members of the opposite sex or of the same sex.

Any member of the University community who believes that he/she has been the subject of sexual harassment must observe the University’s procedures and report the alleged act to the University's EEO Officer who will conduct an investigation of the complaint. The EEO
Officer will keep reports of all such investigations separate from personnel records. Confidentiality will be respected and anonymity preserved in informal investigations.

C. Consensual Amorous Relationships

The mission of the University promotes professionalism fostered by an atmosphere of mutual trust and respect. Faculty and/or supervisors should be aware that consensual (i.e. both parties have consented) amorous and/or sexual relationships with students and/or subordinate employees have the potential for adverse consequences. Given the asymmetric nature of the relationship where one party has the power to give grades, recommendations, thesis advice, promotions, salary increases, and/or performance evaluations, the consensual nature of the relationship is suspect. Even when both parties have consented to the relationship, there may be serious concerns about conflicts of interest and unfair treatment of others. This policy does not apply to married couples. (The policy on nepotism offers clarification on this point.)

Northwest Missouri State University maintains that it is unethical for faculty members and supervisors to engage in consensual amorous and/or sexual relationships with students or employees where evaluations will be influenced. Such relationships create a real or perceived conflict of interest. The behavior is unethical even when consensual, because the voluntary nature is in doubt, given the power imbalance in the student-faculty or supervisor-employee relationship.

Whether the complaint about the consensual amorous relationships is on ethical or sexual harassment grounds, the faculty or employees are subject to the appropriate procedures outlined in the Faculty Handbook and the Affirmative Action Plan. The Equal Employment Opportunity Officer is empowered to determine which procedure will be followed.

D. Conflict of Interest

The avoidance of any real or apparent conflicts of interest which could compromise the impartial, objective, and effective performance of the duties of employees of Northwest Missouri State University is essential to the maintenance of the public trust in and to the responsible operation of the University. University personnel are expected not only to adhere to all laws regarding conflict of interest, but also to be alert to and avoid situations which have the appearance of a conflict of interest. In accordance with this expectation, University personnel must avoid improper outside influences on their institutionally related decisions and activities.

1. Statutory Requirements

All employees of Northwest Missouri State University shall comply with the applicable requirements of Chapter 105 R.S.MO, dealing with conflicts of interest, as
well as any other state law governing official conduct. Failure to comply with those requirements shall be considered a violation of this policy. Terms used in this policy have a meaning consistent with their use in Chapter 105 R.S.MO, a copy of which is contained in Appendix C of this Handbook.

2. **External Compensation**

University personnel shall not act or refrain from acting in any lawfully empowered capacity within the University in return for, or in return for the offer of, anything of monetary value to the employee or any third person made or received in relationship to or as a condition of the performance of an official act, other than institutionally paid compensation for performance of official duties.

3. **Confidential Information**

University personnel shall not disclose or otherwise use confidential information obtained in the course of their official capacity at Northwest in any manner with the intent of securing or actually resulting in financial gain for the employee, any other person, or any business.

4. **Personal Gain**

University personnel shall not realize any personal gain, in any form, from any purchase of goods or services by Northwest Missouri State University, from actions taken by a representative or employee of the institution, nor shall institutional personnel accept any gift, gratuity or reward with a monetary value in excess of $25, from any person or other entity which transacts business with Northwest or which seeks to transact such business. This requirement shall not infringe on property rights relating to the development of educational or other materials which have been granted to employees by the University.

Business Relationships. Institutional employees shall not transact business or approve or participate in the approval of the transaction of business on behalf of the University with any person or business entity with which the institutional employee has a substantial interest or family interest or relationship within the third degree of consanguinity or affinity, except for transactions made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer is the lowest received.

Outside activities can generally be subsumed under one of three rubrics: professional service, consulting, and moonlighting. Professional service includes activities such as service on an accrediting team, work performed under the aegis of a professional organization or service on local, state or national committees or task forces. Such service may be remunerated or non-remunerated. Consultation is the
application of professional and scholarly expertise in the external community for
the purpose of generating income for the consultant. Consultation is considered a
business activity subject to the provisions of this policy when the entity for which
the employee consults transacts business with the University or is in competition
with the University, or where the consultation itself competes with the work of the
University. Moonlighting is reimbursed activity unrelated to one's professional role
in the University. Such activities can be done only on one's own time.

Self Dealing. University employees shall not transact business, including
performing services for and the sale, lease or rental of property with the University
for receipt or payment of any compensation, other than the compensation provided
by Northwest Missouri State University for the performance of official duties,
except for transactions made pursuant to an award on a contract let or sale made
after public notice and competitive bidding, provided that the bid or offer is the
lowest received.

University employees shall not act on any matter in their capacity as employees of
the University with the intent to provide a special monetary benefit to themselves or
their family or with the intent of influencing, either positive or negatively, the
employees' non-institutional employment or business activity or interest.

Personal Gain. University personnel shall not realize any personal gain, in any
form, from any purchase of goods or services by Northwest Missouri State
University, from actions taken by a representative or employee of the institution,
nor shall institutional personnel accept any gift, gratuity or reward with a monetary
value in excess of $25, from any person or other entity which transacts business
with Northwest or which seeks to transact such business. This requirement shall
not infringe on property rights relating to the development of educational or other
materials which have been granted to employees by the University.

University employees may not receive any financial benefit from the sale of
textbooks or other class materials to students at Northwest. Royalties and other
such compensation resulting from the authorship of or contribution to the
development of educational materials are not considered direct financial benefit
under this policy.

University employees shall not use their position with or the property of Northwest
Missouri State University for business activity.

No employee will keep for sale or be interested in, directly or indirectly, the sale of
any furniture or apparatus, books, maps, charts or stationery owned by the
University. No employee will be interested in, directly or indirectly, any contract or
purchase for building or repairing any structure, or for fencing or ornamenting the
grounds, or furnishing any supplies or materials for the use of the University. No
employee of the University, acting for self or as a representative for an external
agency, will use University facilities to display or promote for sale to third parties
any personal or represented material (see 174.220 R.S.MO).

Disclosure Requirements. When it is proposed that the University engage in a
business transaction, including any type of grant or contract, with a private firm or
corporation in which a University employee has a substantial interest, that
employee shall make a full disclosure of that interest, in writing, to the official
having the approval authority for that transaction and to the person responsible for
the University conflict of interest reporting process. If there is a change in the
financial interest of an employee during the term of the transaction which brings
any such interest within the definition of a substantial interest, the change shall be
reported immediately, in writing, to both the responsible approval and conflict of
interest authorities.

University employees participating in the selection of a prospective employee, a
consultant, or a contractor to provide goods or services to the University shall
disclose to the official having the approval authority and the conflict of interest
authority, in writing, any close personal friendship, business association, or family
relationship that the employee may have with the prospective employee, consultant,
contractor or their businesses.

These requirements are in addition to, and do not relieve an employee from, the
responsibility for making disclosures required by Chapter 105 of the Missouri
statutes pertaining to conflict of interest.

5. Nepotism

University employees shall not participate in the selection and/or hiring of an
employee of the University who is legally related to the employee within the fourth
degree of consanguinity or affinity.

University employees shall not directly supervise the work of another employee who
is legally related to them, within such fourth degree of consanguinity unless that
supervisory role is specifically approved.

6. Sanctions

Reports required by the provisions of this Conflict of Interest policy must be submitted
to the Director of Human Resources Management (Administration Building 107) with
copies to the employee's immediate supervisor, or dean, and Provost, and cabinet-level
vice president. Employees wishing to register complaints relating to conflict of
interest violations or to request investigations of violations or suspected violations of
this policy should contact the Director of Human Relations.
Employees in violation of this policy are subject to disciplinary action up to and including termination of employment. In addition, any employee knowingly violating the conflict of interest law shall be subject to punishment as prescribed by section 105.478, R.S.MO.

Pursuant to section 105.467 R.S.MO, the University is prohibited from discharging, threatening, or otherwise discriminating against a person, or an employee acting on behalf of a person, because that person or employee reports or is about to report a violation or suspected violation of this policy or of laws or is requested by the Missouri Ethics Commission to participate in an investigation, hearing, or inquiry held by the commission or any related court action. These protections shall not apply to anyone who knowingly or recklessly makes a false report.

7. Appeals

An employee who is subject to disciplinary action based on an allegation of violation of this policy shall be entitled to full due process rights provided under the grievance process described in this Handbook. Complaints alleging violations of the state’s conflict of interest law (Chapter 105) or this policy may be received and investigated by the Missouri Ethics Commission.

E. Political Activity

Northwest Missouri State University actively encourages faculty to exercise their rights as citizens and to participate in the political life of their community, state and nation. However, in all areas of participation a faculty member has the responsibility to make clear that he/she is in no way representing the University.

1. Activity in Political Party Organizations

   a. Employees may engage in lawful political activities:

      1. Of organizations of political parties qualified to place candidates on the ballot in accordance with Missouri statutes or of political parties seeking such qualifications;

      2. Of nonparties or bipartisan groups seeking the election of candidates to public office or the approval or disapproval of issues which are or may be submitted to the voters for approval, or;

      3. On behalf of individual candidates for public office, including candidates for membership of any political committee established by Section 115.611 R.S.Mo., et seq., (formerly Chapter 120, R.S.Mo).
b. Such activity, like any other personal, non-official undertaking, must be done on the individual’s own time and should not interfere with University duties.

c. Employees may contribute funds to above parties, groups or candidates or expend funds on behalf of parties, groups, candidates or issues, subject only to state and federal laws which regulate political contributions.

2. Elections to or Holding Public Offices

Any employee, before he/she announces officially as a candidate for or accepts any elective office, must inform his/her superior officer of such intention and such officers must make the fact known to the President of the University through appropriate channels. If regulations permit, the President will offer no objection to the candidacy, provided it does not require time or attention that should be given to University duties.

a. Subject to requirement to notify an employee may, without permission of the President, become a candidate for and hold a part-time position as a member of a school board, member of a city council, member of a county legislative body or other local school or municipal office that is part-time, conducted on the individual’s own time, and does not interfere with University duties.

b. The holding of any elective full-time office in local, county, state or the federal government is forbidden while the person is employed by the University. Before accepting such an office, a person is required to resign his/her University post. A person seeking election to such an office must resign or request a leave of absence as of the date of filing in the primary.

c. The policy is subject to any applicable provision of law or determination of the Missouri Ethics Commission.
F. **Drug and Alcohol Policy**

Northwest Missouri State University abides by all applicable federal, state, and local laws relative to the use of alcohol and controlled substances. Complete copies of the statutes are available in the Human Resources Management Office, Owens Library, and the Chemical Abuse Resource and Education (CARE) office. A complete copy of the University's policy is contained in Appendix B of this Handbook. Faculty are required to be familiar with this policy. Any employee, faculty member, student, staff member, or administrator who does not abide by this policy is subject to personnel action up to and including termination or expulsion, or satisfactory participation in an educational, assistance or rehabilitation program related to alcohol and drug abuse and approved by federal, state, local health, law enforcement, or other appropriate agency. Costs for the rehabilitation will be the responsibility of the employee. The decision on the severity of action will depend, in part, upon the nature of the offense, the sensitivity of the position held, and the outcome of participation in the program described above.

Sanctions administered by Northwest Missouri State University may include, but are not limited to, official reprimand, suspension or termination.

G. **Absences and Holidays**

1. **Absences**

   When faculty members are to be absent from assigned instructional responsibilities for any reason other than illness, they are required to fill out an Absence Report form available in the department office prior to their absence. Failure to fill out the appropriate forms may result in a reduction of pay for the unauthorized period of absence. When faculty members are absent because of illness, they are required to fill out an Absence Report form following their illness.

   When faculty members are ill or are unavoidably detained and cannot meet their classes, notice by telephone or other means must be given as soon as possible to the department chair or college dean in order that classes may be continued.

2. **Holidays**

   Holidays observed by the University are published yearly according to the academic calendar. Normally the following holidays are observed:

   - New Year's Day
   - Martin Luther King, Jr. Day
   - Spring Break
   - Memorial Day
   - Independence Day
   - Labor Day
   - Walkout Day
   - Thanksgiving Break
   - Christmas
H. Leaves With Pay

(For Sabbatical, Educational, and Exchange Leaves, see section VIII C.)

1. Funeral Leave

Absence with pay will be authorized for the funeral services of immediate family members. The length of time needed should be discussed with the department chair or college dean.

2. Jury Duty

Faculty who are called for jury duty will be paid their regular salary during the period of service but must present certification from the Court Clerk to their department chair in order to receive this benefit.

3. Maternity/Paternity/Family Leave

Northwest complies with the federal Family and Medical Leave Act of 1993 (FMLA), a copy of which can be obtained through the University Director of Human Resources Management or at the U.S. Department of Labor’s home page (www.dol.gov). The Act notes that FMLA leave may be used: for the birth and care of the newborn child of the employee; placement with the employee of a son or daughter for adoption or foster care; to care for an immediate family member (spouse, child, or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition.

To be eligible under the Act:

- an employee must have been employed for a year or more,
- employees are entitled to twelve weeks of unpaid leave without risk to their employment,
- employees may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave,
- leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement,
- under some circumstances, employees may take FMLA leave intermittently — which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule,
- leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement,
- spouses employed by the same employer are jointly entitled to a combined total of 12 work-weeks of family leave for the birth and care of the newborn child, for
placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

4. Military Leave

A full-time faculty member who is a member of the National Guard or of any of the Reserve Components of the Armed Forces of the United States is entitled to a leave of absence, with pay, for the period during which he/she is ordered to military duty or training. Military leave should not exceed ten working days in any one calendar year. Before any payment of salary is made for the leave, an order or statement in writing from the appropriate military officer must be filed with the University Director of Human Resources Management. This does not apply to voluntary assignments beyond the normal commitments of service. For additional military service credit, see the MOSERS Handbook available in the Human Resources Management Office.

5. Personal Leave

Each full-time faculty member is entitled to a maximum of three days of personal leave with pay per contract year. There is no accumulation of personal leave and any leave taken is deducted from the current year’s sick leave. Instruction must be provided for the respective faculty member’s classes.

6. Sick Leave

Full-time faculty members are eligible for ten working days of sick leave per contract year. Faculty members may use sick leave for:

- personal illness or injury,
- doctor’s appointments (though advance notice of non-emergency appointments is required with the use of an absence report), and
- to care for family members who are ill or must be accompanied to a doctor or dentist appointment.

Full-time faculty who miss teaching assignments, office hours or other assignments due to illness will report and be assessed sick leave for each day missed, even in those instances when their teaching responsibilities are absorbed by colleagues. The University may request a doctor's confirmation of any absence due to illness. Information for proper reporting of sick leave may be obtained from the Human Resources Management Office.

Unused sick leave may accumulate to 126 days but is uncapped for reporting to MOSERS, the state retirement system, and will be reported to MOSERS at the time of the faculty member’s retirement. A faculty member receives one month of creditable service for each 21 days of unused sick leave reported to MOSERS. At the time the
faculty member retires, the unused sick leave is converted to creditable service and is added to the total service, which is used only in calculating the amount of the benefit, not the eligibility for a benefit. Unused sick leave is not convertible to compensation.

I. Leave Without Pay

1. Leave of Absence not previously addressed

Full-time faculty members who have been at the University for a minimum of three years may request a leave of absence without pay. The Board of Regents and the University administration reserve the right to refuse to grant a leave request in any case where it would seriously affect the program of the University. Such absences must be approved in advance by the Provost.

A leave of absence may be for a specified period of time, at the discretion of the University. Failure to return to work on the first scheduled working day following a specified period of leave of absence may result in termination of employment as of the last day actually worked. Returning to work from an indefinite leave of absence requires the prior approval of the University.

During the period of absence, the University will pay insurance costs as though the employee was actively working. If the employee is carrying extended coverage or family benefits, arrangements must be made with the Director of Human Resources Management to pay these costs directly to the University. An employee who does not return from a leave of absence agrees to repay the University for the cost of benefits during the leave as specified in the contract providing for leaves of absence. Sick leave benefits will not accrue during unpaid leaves.

J. Additional Leaves

Additional leaves (with or without pay) may be negotiated among the faculty member and the chair, the dean, and the Provost.

K. Compensation Policies

1. Payroll Period

All persons are employed for the academic year unless the contract specifies otherwise. Faculty members may elect to receive their salary for the academic year in either nine or twelve monthly checks. Checks are issued on the last state working day of each month.

2. Payroll Deductions
Deductions are made on all salary checks for federal and state income tax and social
security tax. In addition, faculty may elect to have deductions made for family health
and life insurance, additional life insurance, Northwest Missouri Regional Credit
Union, tax sheltered annuities, Northwest Foundation, United Way, Missouri State
Employees Cafeteria Plan, and U.S. Savings Bonds. Arrangements for the additional
deductions must be made through the Payroll Office.

3. Salary Advances

See Travel/Payroll Advances in Chapter 4.

4. Salary Program

Northwest Missouri State University seeks to build and maintain a high quality faculty.
As such, Northwest salaries will be compared with Masters Level I national data to
assure our salaries are competitive. Educational background, experience, years of
service, rank, and discipline may be considered in establishing individual salaries each
year.

The Provost, after consultation with the deans and Faculty Senate, shall make
recommendations to the President regarding an annual system for awarding salary
increases. Salaries are subject to the performance of the duties and/or functions for the
position as defined in Chapter 2 of the Faculty Handbook and/or to the performance of
such other duties as may be assigned. In the event funds do not materialize to meet the
payments, the Board of Regents reserves the right to make such adjustments as may
become necessary. Merit increments will be based on performance evaluations. The
Board of Regents must approve all merit plans.

5. Overload Pay

Whenever an overload is justified, overload salaries are paid on a course credit basis.

6. Third Trimester Employment

Third trimester employment is contingent upon institutional needs and available funds.
A separate contract is issued for such employment. Each contract is contingent on
adequate course enrollment as determined by the Provost. Third trimester salaries are
calculated at .025 of a faculty member's annual salary per scheduled credit hour or
$800 per credit hour, if greater.

L. Intellectual Property Rights

1. Work Undertaken on the Initiative of the Faculty Member
Except as set forth below, when, on his/her own initiative, the faculty member produces any Copyright Work (defined as material for which copyright protection may be obtained, including but not limited to: literary works, computer programs, artistic works, recordings, photographs, slides, motion pictures and audio visual works, including derivative works) or an Invention (defined as any new or useful art, discovery, contribution, finding, and all related know-how) such materials and the intellectual property rights therein shall remain the exclusive property of the faculty member. To the extent that any of the Copyright Works undertaken on the initiative of the faculty member would otherwise be considered a work for hire, the University hereby assigns such copyright to the faculty member. If in the production of such Copyright Work or Invention (excluding scholarly articles and monographs, including textbooks) the faculty member uses University resources, the faculty member shall reimburse the University in all cases involving significant use of University resources.

If the faculty member receives University support (for example, CITE, fellowships, Culture of Quality grants, reassigned time) then the Copyright Works or Inventions developed on the faculty member’s initiative shall be jointly owned by the faculty member and the University. To the extent assignments are necessary to create, register or record such joint ownership, each party hereby agrees to execute such assignment documents. In the absence of such executed assignments, this agreement shall serve as the assignment(s). As joint owners of such Copyright Works or Inventions, each party is entitled to use and exploit the Copyright Work or Invention. Royalties from commercial sale, use or other exploitation of the Copyright Work or Invention shall be split fifty percent (50%) to the University and fifty percent (50%) to the faculty member(s) involved.

2. Work Undertaken by the Faculty Member Under Direction of the University

When, upon the direction of the University, the faculty member produces any Copyright Work (defined as material for which copyright protection may be obtained, including but not limited to: literary works, computer programs, artistic works, recordings, photographs, slides, motion pictures and audio visual works, including derivative works) or an Invention (defined as any new or useful art, discovery, contribution, finding, and all related know-how) such materials and the intellectual property rights therein shall be jointly owned by the faculty member and the University. To the extent assignments are necessary to create, register or record such joint ownership, each party hereby agrees to execute such assignment documents. In the absence of such executed assignments, this agreement shall serve as the assignment(s). As joint owners of such Copyright Works or Inventions, each party is entitled to use and exploit the Copyright Work or Invention. Royalties from commercial sale, use or other exploitation of the Copyright Work or Invention shall be split fifty percent (50%) to the University and fifty percent (50%) to the faculty member(s) involved.
3. **Respect for Copyright of Others**

Respect for intellectual property right, labor and creativity is vital to academic discourse and enterprise. This principle applies to works of all authors and publishers in all media. It encompasses respect for the right to acknowledgment, right to privacy, and right to determine the form, manner, and terms of publication and distribution.

Because electronic information is volatile and easily reproduced, respect for the work and personal expression of others is especially critical in computer environments. Violations of authorial integrity, including plagiarism, invasion of privacy, unauthorized access, and trade secret and copyright violations, will be grounds for sanctions against members of the academic community. The Owens Library web site maintains a page (http://www.nwmissouri.edu/library/courses/copyright/resources.html) that supplies annotated hyperlinks to Web sites regarding copyrighted materials and educational fair use issues, as well as a selected listing of current copyright materials located in Owens Library at Northwest Missouri State University. Faculty are responsible for carefully consulting these materials.

**M. Electronic Campus**

The University reserves the right to discontinue/deny service without notice to any user who reads or attempts to read, change, copy or access data stored in any individual's private account or University account that they do not have specific authorization to access.

Northwest licenses the use of its computer software from a variety of outside companies. Northwest does not own this software or its related documentation and, unless authorized by the software developer, does not have the right to reproduce it. With regard to use on local area networks or on multiple machines, Northwest employees will use the software only in accordance with the license agreement. Employees caught making, acquiring or using unauthorized copies of computer software will be disciplined. According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages of $50,000 or more and criminal penalties including fines and imprisonment.

Northwest employees learning of any misuse of software or related documentation within the University should notify the Vice President for Information Systems.

**N. Research with Human Subjects**

Northwest Missouri State University subscribes to the policy that all research protocols involving human subjects which is conducted by University faculty, students and staff
must be reviewed and approved by the Institutional Review Board, regardless of the
source of funds.

The basis of this policy is the National Research Act (PL 93-348) and subsequent
Regulations, 45 CFR 46, Protection of Human Subjects.

Application for approval of studies involving human subjects can be obtained from the
Institutional Review Board Human Subjects Committee. Failure to comply with the
University's policy related to research with human subjects could result in interruption or
termination of that research.

O. **Grant Proposal Submission to External Agency**

All proposals for grants, contracts and related proposals for funds that involve any aspects
of the University must be signed by the principal investigator(s) and approved by the
department chair, college dean, Provost, and Vice President for Finance and Support
Services. The Vice President for Finance and Support Services is the authorizing official
for the University, signing all grant applications, amendments, and certification documents
sent to off-campus agencies. The Finance Office serves as the central location through
which all grants written on behalf of the University are channeled.

Persons developing proposals should, when appropriate, contact the Grants Analyst for
assistance in the preparation of the proposal. Likewise, when appropriate, persons
developing proposals should contact the Vice President for Finance and Support Services
for assistance. In those instances where a legal opinion may be necessary, it is important
that the Vice President for Finance and Support Services have adequate time to consult
with the University's legal counsel. Under no circumstances should any person send to
any agency or person a grant application, proposal, contract or related document that
indicates affiliation with Northwest Missouri State University unless the approval form for
this policy has been completed. In addition, under no circumstances should a grant
application be submitted by the principal investigator(s) prior to all other research
personnel identified in the grant giving formal consent to be named.

P. **Faculty Advisory Committee on Rank**

This committee is charged with the responsibility of making advisory recommendations to
the Provost on all applications for promotion. These recommendations are advisory only
and are not binding on the Provost, the President or the Board of Regents.

1. **Eligibility and Structure**
The term of service on the committee is two years. The College of Arts and Sciences will be entitled to four members on the Faculty Advisory Committee on Rank and the Colleges of Professional and Applied Studies, and Education and Human Services will be entitled to two members each on this committee. Elections are staggered so that the College of Arts and Science will elect two members each year, the College of Professional and Applied Studies and the College of Education and Human Services will elect one member each year. No department will have more than one representative. The Provost will serve as an ex-officio member and as chair. Tenured professors who are not department chairs or college deans and who have been members of the Northwest faculty for a minimum of four years are eligible to serve. Members may not succeed themselves but may serve again after two years absence from the Committee.

2. **Election Procedures**

As the two-year terms of present members expire, each department within the voting units with eligible faculty members will nominate one eligible professor with tenure on or before April 1 of each year. The results shall be forwarded to the Faculty Senate President.

The Faculty Senate, acting through the Senators, will conduct elections by mid April of the persons to succeed faculty whose terms have expired on the Committee. The President of the Faculty Senate will forward the results of the elections to the Provost on or before the last class day of the spring term.

In the event of a tie, a run-off election will be conducted. In the event of a committee vacancy, the faculty member receiving the next highest number of votes in the college with the vacancy will be selected to serve out the remainder of the year. After which time, the Faculty Senate vacancy will be filled by a new election.

In the event a committee member does not complete his or her term, the faculty senate will arrange for a special election to fill the unexpired term. The same election procedures will be followed.

3. **Guidelines**

The following principles are to guide the deliberations of the Faculty Advisory Committee on Rank and must be set forth in its initial meeting:

a. All deliberations of the Committee shall be confidential including the names of those who are applying for promotion. Only the number of candidates applying for each rank is to be made public knowledge.
b. The only criteria relevant to the discussion of suitability for promotion are those stated in Chapter 2 of the Faculty Handbook.

c. To aid in the evaluation of each candidate, the Committee may use a checklist that defines the necessary qualifications for promotion to each rank.

d. The Committee will be allowed to review the applications for promotion, but those files along with the files of the Committee members must remain in the Provost's office.

e. The Committee will discuss each applicant's suitability for promotion using only those criteria set forth in Chapter 2 of the Faculty Handbook.

f. The overall suitability for promotion will be expressed by secret ballot for each candidate. A count of ballots will be made immediately after each vote and shared with the Committee. A simple majority vote is required to indicate approval by the Committee. The Provost will retain the ballots. In the case of a tie vote, the applicant will not be recommended for promotion. All votes on candidates considered by the Committee will be recorded Yea/Nay and forwarded along with recommendations to the Provost, President and Board of Regents.

Q. Faculty Hearing Committee Procedures

The purpose of the Faculty Hearing Committee is to ensure the consistent, fair, and valid application of the rules and regulations related to promotion, tenure, termination, suspension for any conflicts of interest during the contract period.

1. Definitions

During Faculty Hearing Committee procedures:

a. Academic employee means any member of the University's faculty, ranked or unranked, or any administrative officer holding faculty status.

b. Action means any binding decision relating to the promotion, tenure, termination or suspension during the contract period of the complainant.

c. The contract period means the agreed upon time frame which defines the beginning and ending of the period of employment.

d. Committee means the Faculty Hearing Committee.

e. Complaint means an allegation that a person's employment rights and/or eligibility have been adversely affected procedurally due to a violation, misapplication or
misinterpretation of the University's rules related to promotion, tenure, and
termination or suspension during the contract period.

f. Complainant means any person initiating a complaint under this process.
g. Legal counsel means a person who is licensed to practice law in the State of
Missouri.
h. Day means a day during which the University is in teaching session, as defined by
the academic calendar.
i. Review means to re-examine with a capacity to transmit a finding of fact, conclusion
and/or recommendation to the Board of Regents. The Board of Regents has final
right of review in all personnel actions.
j. Rule means any policy contained in Chapter 2 of the Faculty Handbook related to
promotion, tenure, termination or suspension during the contract period.
k. University means Northwest Missouri State University in all of its subdivisions and
extensions.
l. Party means the complainant, the Provost, and/or the administrator who is the focus
of the complaint.

2. Limitations

a. The availability and/or utilization of the appeals procedure shall not be construed as
abridging the rights of an academic employee to exercise constitutional or statutory
rights.
b. In no way shall an employee's status with the University be adversely affected
because he/she utilizes these procedures.
c. All proceedings provided for in this section should be maintained as confidential
subject only to the need of the complainant and the University to comply with the
processes specified herein and to present evidence in other hearings or proceedings.
All proceedings shall be conducted in private and all records will be open only to the
parties except as otherwise required herein or by 610.021 (3) R.S.MO.
d. Any formality of procedure, including specification of times of performance, may be
revised and/or waived by mutual consent of the parties, subject to the approval of the
Faculty Hearing Committee.
e. Nothing contained herein shall preclude the informal disposition of complaints by stipulation or by agreed settlement where such resolution is consistent with University rules.

f. A complaint must be filed in writing to the Provost no later than ten days after the complainant knew or should have known of the circumstances giving rise to the complaint, except that a failure to timely file may be waived by the President in cases of excusable neglect.

**R. Appeal Procedures**

The purpose of these appeal procedures is to minimize misunderstandings within the University community and to promote the consistent, fair and valid application of the rules and regulations relating to the promotion, tenure, termination or suspension during the contract period for faculty. Issues related to the non-renewal of faculty contracts are not subject to these appeal procedures. All complaints except for termination or suspension during the contract period must go through an informal process prior to the complainant requesting a hearing by the Faculty Hearing Committee.

**1. Pre-Hearing Procedures**

a. The pre-hearing process is not applicable in matters concerning termination or suspension during the contract period.

b. The first step in the resolution of a complaint shall be a personal conference with the administrator taking the action that is the object of the complaint.

c. Should the complainant remain dissatisfied after this conference, a written statement of dissatisfaction may be filed within ten days with the same administrator, who shall respond in writing within ten days after receiving the written complaint.

d. Should the complainant be dissatisfied with the administrator's written response, the complainant may within ten days after receiving the response file a copy of the administrator's response and a copy of the written statement of complaint with the Provost, who shall respond in writing within ten days.

e. In those instances where the complainant alleges that the rules and regulations related to promotion and tenure contained in Chapter 2 of the *Faculty Handbook* were applied in an inconsistent, unfair or invalid manner and complainant remains dissatisfied after receiving the Provost's response, the complainant may request a formal hearing by the Faculty Hearing Committee. Such requests must be made within ten days of the decision. Complaints regarding termination or suspension during the contract period must begin with the formal process.
2. Formal Proceedings

a. Formal proceedings begin with the filing of a written formal complaint with the University's EEO Officer in which the complainant specifies his/her reasons for dissatisfaction with any binding decision relating to the promotion, tenure, termination or suspension during the contract period of the complainant.

b. Within ten days a new Faculty Hearing Committee (hereinafter referred to as "Committee") of five members will be established for reviewing each complaint that is filed.

c. In accord with the University calendar established by the Provost, the Faculty Senate and the President shall each provide the EEO Officer with seven names of tenured faculty members to serve as potential members of the Committee for one year. When a complaint is filed, a Committee of five will be established by the EEO Officer through a procedure which allows the complainant and the administrator who is the focus of the complaint to alternately strike names from the list of potential hearing committee members until the list is reduced to five names. The complainant will strike the first name. Any member with a conflict of interest shall disqualify himself/herself. If it is alleged that a member selected to hear a particular grievance has a conflict of interest, the Board of Regents Personnel/External subcommittee will decide whether the individual should serve.

d. The EEO Officer will notify the committee and transmit to them copies of all correspondence between the complainant and the complainant's supervisors.

e. The members of the Committee will elect a chair. The EEO Officer will serve as the secretary of each Committee but will not vote.

f. The Committee shall first seek a resolution of the matter by conciliation and/or such other means, as it may deem appropriate.

g. The Committee by majority vote may rule that the complaint is frivolous and may dismiss further proceedings unless the EEO Officer determines it to be a contested case.

h. In a formal hearing, the parties directly affected may be represented by counsel, at their expense.

i. All testimonial evidence (written or oral) submitted to the Committee, shall be sworn or affirmed. Each party shall have the right to call or examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not the subject of the direct examination, to impeach any witness regardless of which party first called the witness to testify and
to rebut the evidence against the witness. A complainant who does not testify on
his/her own behalf may be called and examined as if under cross-examination.

j. Unless the Committee rules it wholly irrelevant, repetitious, or privileged, evidence
to which an objection is made shall be heard and preserved in the record, together
with any cross-examination and any rebuttal.

k. All parties have the right to obtain witnesses and present evidence. The University
shall cooperate with the complainant in securing witnesses and in making available
specifically identified and relevant documentary and other evidence requested by the
complainant or the Committee to the extent not limited by law.

l. Employees of the University may be requested to give testimony under oath or
affirmation. Any such witness shall be entitled to representation at the hearing,
including legal counsel at his/her expense, or by a person of his/her own choosing.

m. The Committee shall be responsible for making a verbatim transcript, electronically
or otherwise, of the hearing.

n. The Committee's powers shall be limited in the following respects:

1) It shall have no power to alter or amend the provisions of the Faculty Handbook.

2) It shall have no power to create policy for the University or the faculty, but will
confine the deliberations and findings to the procedural issue(s) presented.

o. The report of the Committee shall be rendered in writing and delivered to the parties
within ten days of the close of hearings. The report shall state the findings of fact,
conclusions, and a recommended disposition. A copy will also be given to the
Board of Regents.

p. A party may appeal the findings, conclusions, and recommendations of the
Committee to the Board of Regents within five days of the Committee's delivery of
its report. The Board of Regents will review the record of the Committee and may
provide the party an opportunity to be heard by the Board of Regents in writing, by
oral argument or both. The Board of Regents may, upon reviewing the record of the
Committee and any additional information submitted by the parties, affirm, modify
or reverse the decision of the administrator(s) being challenged. The decision of the
Board of Regents shall be final.