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4 **Chapter 2**
5 **FACULTY EMPLOYMENT POLICIES**

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12 **I. Introduction**

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

23 Chapter 2 defines a contractual agreement between the University and its faculty to provide our
24 students with the educational resources they will need to address successfully the challenges and
25 opportunities of the 21st Century. A necessary part of this contract includes a statement of
26 policies, obligations, responsibilities, rights and privileges clarifying faculty and administrative
27 roles in this joint endeavor. The intent of this clarification is to provide a secure legal context
28 that assures the success of this commitment.
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30 From time to time the Board of Regents may amend or add to Chapter 2 of the Faculty
31 Handbook. Such amendments or additions to Chapter 2 shall be effective commencing with the
32 fiscal year (July 1 to June 30) following the date of enactment of the Board of Regents. Such
33 amendments or additions shall be effective for all faculty contracts. The only legal and official
34 copy of this Chapter resides in the Office of the President, in the care, custody and control of the
35 Secretary of the Board of Regents. If questions regarding the current status of any policy arise,
36 the official copy should be consulted. Whenever possible, changes on the official copy in the
37 President's office will be incorporated simultaneously on the University's web page copy.
38 Changes in Chapter 2 will be distributed to faculty. Acknowledgement of receipt will be
39 indicated by the faculty member's signature on the contract.
40

41 This Chapter and only this Chapter becomes a part of every faculty member's contract of
42 employment unless otherwise indicated in the member's contract. No other Chapter of this
43 Handbook is part of the contract. This Chapter is also the only official statement of policies,
44 obligations, responsibilities, rights and privileges pertaining to faculty employment. All faculty
45 are required to be familiar with and abide by the terms and provisions of this Chapter as a
46 condition of their employment with the University.
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54 **III. Search and Selection**

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

48
49 **IV. Offer of Employment**

50
51 Offers of employment may be made verbally or in writing. However, no contract is valid or
52 binding on the University unless in writing and signed by the President (or his authorized
53 designee) and ratified by the Board of Regents.

54
55 **V. Faculty Contracts**

56
57 There are five types of faculty contracts - term, non-tenure, tenure track, tenure, and terminal
58 one-year.

59
60 **A. Term**

61
62 A term contract is offered for, non-ranked, faculty for a special need for a school year,
63 trimester or shorter period. The University is not required to notify the term faculty
64 member of non-renewal of the contract. Faculty members with term contracts have
65 restricted faculty privileges, and are not eligible for promotion or tenure. Term faculty
66 members should consult the Faculty Constitution with regard to their voting rights.

67
68 **B. Non-Tenure**

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

78
79 **C. Tenure Track**

80
81 A tenure-track contract is offered to a ranked faculty member with a terminal degree who
82 shall be considered for tenure when all conditions for consideration for tenure have been
83 met.

84
85 **D. Tenure**

86
87 A contract with tenure is offered to a ranked faculty member confirming that he/she has
88 met conditions required for tenure as defined in the section entitled "Criteria for Attaining
89 Tenure" and the Board of Regents has granted tenure to said faculty member.

91 **E. Terminal One-Year**

92
93 A terminal one-year non-renewable contract is offered to a faculty member who has been
94 on tenure-track for at least three years and is either denied tenure or terminated. Such
95 faculty members will be notified by May 15 of the fiscal year preceding the terminal one-
96 year contract.
97

98 **VI. Types of Faculty**

99
100 There are two types of faculty at Northwest: Titled Faculty and Ranked Faculty. Titled
101 faculty are not eligible for the tenure track and receive either term or non-tenure contracts.
102 Ranked faculty are either on the non-tenure or tenure track or have already achieved tenure.
103 Administrative officers may hold faculty rank. Ranked faculty may be full-time or part-time.
104

105 **A. Titled Faculty**

106
107 A titled faculty member is one who has been appointed without rank to a faculty position,
108 and include lecturer, adjunct, affiliate, visiting lecturer, emeritus faculty and
109 artist-in-residence. Compensation, benefits and perquisites for faculty holding such
110 positions will be determined on a case-by-case basis by the appropriate college dean.
111

112 **1. Lecturer**

113
114 A person appointed to teach a limited number of courses in one's area of expertise.
115

116 **2. Adjunct**

117
118 A person who qualifies for a ranked position but whose primary employment
119 relationship is outside the University. Such faculty might serve as a substitute teacher,
120 teacher of an outreach course, cooperative teacher or off-campus supervisor of
121 practicums.
122

123 **3. Affiliate**

124
125 A person whose employment is with a person or organization that is associated with the
126 University by contract. This person will carry the title as a courtesy to the affiliation
127 and will be entitled to only those benefits or rights as specified in the affiliation
128 contract. Affiliate faculty are not employees or agents of the University and may not
129 present themselves as such. Their status ceases when the affiliation is terminated.
130

131 **4. Visiting Lecturer**

132
133 A person who has a permanent position at another educational institution and is
134 associated with Northwest while on leave from that other institution or is a retired

135 faculty from another educational institution. A visiting lecturer may also possess a
136 ranked title if the lecturer possesses the qualifications for such rank.

137
138 **5. Emeritus Faculty**

139
140 A person retired from a ranked appointment at Northwest and whose service to the
141 University is of sufficient merit to justify the appointment as recommended by the
142 Provost to the President and approved by the Board of Regents.

143
144 **6. Artist-in-Residence**

145
146 A person who renders a specified service to the University based on professional
147 attainments, creative accomplishments and/or recognition in one's field.

148
149 **7. Scholar-in-Residence**

150
151 A person who renders a specified service to the University based on professional
152 attainments and recognition in one's field of work and/or scholarship.

153
154 **B. Ranked Faculty**

155
156 Faculty with academic rank include Instructors, Assistant Professors, Associate
157 Professors, and Professors.

158
159 Rank will be assigned at the time of initial appointment to the faculty, and based upon
160 degree requirements and experience as determined by the Provost, in consultation with
161 the appropriate department chair and college dean, and subject to approval by the
162 President and Board of Regents. Degrees must be from institutions accredited by a
163 U.S. regional accrediting association and validated by official transcripts. (The
164 regional accrediting associations are: The Higher Learning Commission of the North
165 Central Association of Colleges and Schools, Middle States Association of Colleges
166 and Schools, New England Association of Colleges and Schools, Northwest
167 Association of Schools and Colleges, Southern Association of Colleges and Schools,
168 and Western Association of Schools and Colleges.) Acceptance of degrees from
169 individuals graduating from non-American institutions will be decided on a case-by-
170 case basis. Teaching experience must be from a Baccalaureate degree granting
171 institution that is accredited by a regional accrediting association. Each year of
172 teaching experience means full-time teaching for a full academic year. Relevant
173 professional experience shall be considered. Any credit for service appropriate to the
174 discipline must be negotiated at the time of the initial contract and noted on the contract
175 and personnel action form. Individuals granted such credit must have completed a
176 minimum of three years at Northwest before applying for promotion or tenure. Upon
177 the recommendation of the Provost and the President, the Board of Regents may grant
178 exceptions to these requirements.

180 Qualifications for appointment to each rank are given below.

181
182 **1. Instructor**

183
184 This rank requires ability in teaching, student support, and service appropriate to the
185 discipline, an earned Master's degree, and a commitment to continuing professional
186 development in the fields appropriate to the faculty member's discipline.

187
188 **2. Assistant Professor**

189
190 This rank requires ability in the areas of teaching, scholarship, student support, and
191 service appropriate to the discipline. It also requires an earned doctorate or other
192 terminal degree in the field except in special circumstances as outlined in IX.B.1.b.

193
194 An offer of appointment at the rank of Assistant Professor with non-tenure status
195 may be given, however, to a candidate or current faculty member who has
196 completed all requirements for a terminal degree except the thesis or dissertation.
197 The candidate will be hired using the College and University Personnel Association
198 (CUPA) code listed on the University salary matrix for Assistant Professor (New
199 Hires). The expectation is for the faculty member to complete all terminal degree
200 requirements within one year of hiring or attaining this status. The dean and
201 department chair will monitor the progress of the completion of the degree to
202 determine that appropriate progress is being made. In exceptional cases, where
203 research requires greater time, a contract will be reviewed for renewal. If
204 appropriate progress is not being made, the faculty member will not be
205 recommended for continued employment with the University. When official
206 documentation of completion of the terminal degree is received, and if all other
207 evaluations of the faculty member are acceptable, the appointment will
208 automatically become tenure-track effective with the contract for the next academic
209 year.

210
211 **3. Associate Professor**

212
213 This rank requires a demonstrated, sustained record of effective teaching,
214 scholarship, student support, and department, college and University service
215 appropriate to the discipline. It also requires an earned doctorate or other terminal
216 degree in the field and completion of six years of teaching at the rank of Assistant
217 Professor or above at a regionally accredited institution of higher education.

218
219 **4. Professor**

220
221 This rank requires being a recognized teacher/scholar with an exemplary cumulative
222 record of teaching effectiveness, a significant record of scholarship, student support,
223 and department, college and University service appropriate to the discipline. It also
224 requires an earned doctorate or other terminal degree and the completion of five

225 years of teaching experience in the rank of Associate Professor or above at a
226 regionally accredited institution of higher education.

227
228 **C. Administrative Officers with Faculty Rank**

229
230 Administrative officers above chair with faculty rank shall be subject to the provisions
231 of this chapter to the extent of their faculty teaching responsibilities. These persons
232 shall not hold any vested faculty rights to salary, length of contract or other benefits
233 including educational leave rights incident to the administrative services.
234

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

236
237 **1. Faculty with Academic Rank--Full-time**

238
239 Full-time ranked faculty are those appointed to one of the four regular academic
240 ranks of instructor, assistant professor, associate professor or professor and whose
241 obligations constitute a full-time work load. They are eligible to receive fringe
242 benefits, faculty development benefits and educational and sabbatical leaves subject
243 to conditions defined in this Chapter. They are entitled to be reviewed for tenure
244 and promotion subject to conditions defined in this Chapter. They may vote in
245 faculty governance matters, unless prohibited by the faculty governing unit.
246

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

248
249 A part-time ranked faculty member is a person appointed to one of the four regular
250 academic ranks of instructor, assistant professor, associate professor or professor and
251 whose obligations constitute less than a full-time work load. Benefits to these
252 faculty members are in accordance with University policy.
253

254 **VII. Work Load**

255
256 Faculty members will be evaluated in the four crucial areas of their work: teaching,
257 scholarship, student support, and service. This evaluation must take into consideration the
258 faculty member's work load. Each faculty member will consult with his or her department
259 chair on his or her work assignments and performance expectations associated with these
260 assignments.
261

262 **A. Teaching**

263
264 A full-time teaching load (2 trimesters) for faculty should not exceed 24-26 credit
265 hours. A faculty member teaching 24-26 credit hours during two trimesters may teach
266 up to 12 credit hours during a third trimester. Loads for faculty teaching laboratory
267 courses should be calculated by adding lab course credit hours and lab contact hours
268 and dividing by two.
269

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

277 278 **B. Scholarship**

279
280 Time should be allotted for scholarship in the normal work week. Upon the
281 recommendation of the department chair, college dean, the Provost and the President,
282 reassigned time may be authorized in order to provide faculty member's time for
283 scholarship that contributes to both departmental and personal goals. A faculty member
284 who is granted this opportunity will be required to provide a report to the department
285 chair. Department chairs will provide a comprehensive report to the appropriate
286 college dean. In planning academic assignments, department chairs (or supervisors of
287 those faculty members whose primary functions may not be teaching) will attempt to
288 provide blocks of time for scholarship by individual faculty members who have had
289 reassigned time approved.

290 291 **C. Student Support**

292
293 All faculty members are expected to provide support to students as part of their work
294 load. See Section IX.A.3. for some of the possible ways to fulfill this function.

295 296 **1. Advisement**

297
298 Student advisement involves helping a student define and achieve his/her
299 educational goals, proceed through the undergraduate experience, and establish an
300 educational foundation for life-long learning. All faculty members advise
301 students as directed by the department chair, and will be evaluated by the chair in
302 this activity. The chair will assign advisees in an equitable way so as to distribute
303 work load throughout the department and maximize the skills of department
304 members. In some cases, eligibility requirements will determine which faculty
305 members can advise certain students (e.g., B.S. Ed. programs). Faculty members
306 shall be knowledgeable of essential aspects of the curriculum and pertinent
307 policies and procedures of the University in order to provide accurate and timely
308 advice to students. In advising students, faculty members may not knowingly
309 make representations or commitments that are inconsistent with University
310 policies.

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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.

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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.

388 **c. Additional Evaluation Issues**

- 389
- 390 1) Departments have the responsibility to develop and assign weights to the
- 391 criteria for each of the areas in which a faculty member will be evaluated.
- 392 The criteria and weights should reflect the mission of the department as well
- 393 as future directions for faculty growth. Departments will be responsible for
- 394 reviewing, modifying and enhancing the quality of their evaluation criteria on
- 395 an annual basis and will submit a report of the results of any changes made to
- 396 the Provost through the respective college dean for review and approval.
- 397 Also, any modifications to the plan must be included for approval in accord
- 398 with the calendar prepared by the Provost.
- 399
- 400 2) These criteria will guide the assessment of performance of the faculty
- 401 members evaluated.
- 402
- 403 3) Department evaluation procedures will include a self-evaluation component.
- 404
- 405 4) The evaluation system will recognize the differences in responsibilities for
- 406 faculty on different types of contracts and for those who are serving in
- 407 departments participating in the Faculty Professional Development process.
- 408 Tenure track and tenured faculty will be evaluated on their performance in the
- 409 areas of teaching, scholarship, student support, and service. Faculty members
- 410 holding term or non-tenure contracts may choose to have most or all of their
- 411 contract responsibilities in the area of teaching and student support and will
- 412 be evaluated accordingly.
- 413
- 414 5) Faculty shall establish professional goals at the beginning of each evaluation
- 415 year. Percentages devoted to each work load category (i.e., teaching,
- 416 scholarship, student support, service) are determined and a list of individual
- 417 goals should be created in the context of departmental, college, and
- 418 University goals.
- 419
- 420 6) As a part of the continuous improvement process, student opinion is valued
- 421 and students are provided the opportunity to evaluate their experience in as
- 422 many classes as possible near the end of each term. The process and
- 423 instructions to students should be standardized to the extent possible,
- 424 guaranteeing anonymity to the student and assuring integrity in the process.
- 425 All general education courses must be evaluated each term regardless of the
- 426 rank of a faculty member. Faculty who are not tenured should administer
- 427 surveys to students in all courses every term. Tenured faculty seeking any
- 428 future promotion should administer surveys to students every term. Tenured
- 429 faculty who are not seeking a future promotion shall administer surveys to
- 430 students in a minimum of one course per term in addition to any general
- 431 education courses.
- 432

- 433 7) Student survey results are used for discussion with the chair to allow faculty
434 members to analyze their strengths and weaknesses and develop strategies for
435 improvement; to evaluate faculty teaching for promotion and tenure
436 decisions; and, aggregated with other faculty member results, to track
437 teaching performance at the department and college levels.
438
- 439 8) Each full-time and part-time faculty member will receive an annual evaluation
440 regarding his/her performance at Northwest Missouri State University.
441 Exceptions will be made for tenured Professors who will be evaluated every
442 third year. In departments with more than one tenured Professor, evaluations
443 will be divided so that approximately equal numbers of tenured Professors
444 will be evaluated each year. This evaluation shall include a conference with
445 the department chair at which time evaluation criteria, information on
446 performance and the faculty member's goals will be reviewed at the time
447 designated within the Provosts' operations calendar.
448
- 449 9) In promotion and tenure reviews, the faculty member must demonstrate that
450 he/she meets or exceeds the criteria in an application that provides sufficient
451 documentation. The Faculty Committee on Rank and Promotion, the Faculty
452 Welfare Committee, and the Provost's Office will jointly offer workshops and
453 information to guide faculty members in the preparation of applications.
454
- 455 10) Faculty members who have administrative responsibilities will be evaluated
456 as an administrator by their supervisor for that portion of their work load.
457 The minimum percentages for teaching, scholarship, student support and
458 service may be reduced within the departmental plans to account for an
459 administrative load.
460
- 461 11) The department chair shall make available evaluation criteria to candidates
462 for positions within the respective department's faculty. Likewise, during the
463 first trimester of a faculty member's first year of employment, the department
464 chair will review in detail the department's faculty evaluation criteria.
465

466 **2. Third and Fifth Year Reviews**

467
468 Full-time tenure track faculty will be advised in writing of their progress by the
469 college dean at the end of their 3rd and 5th years of service. In addition, all senior
470 faculty who will vote on tenure will participate in this review and offer improvement
471 recommendations to the faculty member. For further information regarding tenure
472 see Section IX. These reviews are primarily designed to provide information on the
473 faculty member's progress toward tenure.

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3. 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.

- 518 b. Applications are submitted to the faculty member's department chair, dean, and
519 the Provost on or before November 20 of the academic year prior to the year for
520 which the leave is requested. Each application will be reviewed by the faculty
521 member's department chair, appropriate dean, and the Provost. A detailed
522 statement of the purpose of the leave and projected outcomes must be included in
523 the application. All applicants will be notified in writing of the final decision
524 regarding their applications by the Provost.
525
- 526 c. Sabbatical leaves are not an entitlement; they are granted for purposes that
527 enhance attainment of the University's mission, and advance the individual
528 faculty member's professional growth. Following the sabbatical leave, the
529 faculty member will submit to the Provost and to the appropriate department chair
530 and college dean a report of professional activities while on leave. In addition,
531 the faculty member, upon the completion of the sabbatical, will be responsible for
532 presenting his or her findings to the University at large and to other interested
533 parties.
534
- 535 d. Sabbatical leaves are not granted to pursue advanced degrees.
536
- 537 e. Salary for the period of the leave will be one-half academic year at full pay or one
538 academic year at half pay. Faculty members on sabbatical leave will participate
539 in the retirement program and will have their fringe benefits paid by the
540 University at the same rate as if they were not on leave.
541
- 542 f. In computing years of service that apply toward eligibility for promotion and
543 salary consideration, the time spent on sabbatical leave will be counted as full-
544 time service.
545
- 546 g. Faculty members on leave will be evaluated in accord with their agreed upon
547 assignment during the leave period.
548
- 549 h. Faculty granted a sabbatical leave with pay shall agree to serve at least two more
550 consecutive academic years on the faculty of Northwest, and will be required to
551 sign legal documents assuring fulfillment of this commitment.
552
- 553 i. The Board of Regents reserves the right in its sole discretion to refuse a request
554 for leave.
555

556 **2. Educational Leaves**

557

558 Only full-time, ranked faculty are eligible for educational leave. Leaves for ranked
559 faculty members to return to graduate school to work toward an advanced degree
560 require a positive recommendation by the President and Board of Regents approval.
561 The Board of Regents reserves the right to refuse to grant a leave request in any case
562 where it would seriously affect the program of the University or if the University

563 budget will not permit the employment of a substitute. Educational leaves are subject
564 to the following guidelines:

- 565
- 566 a. In recognition of at least three years of continuous service, members of the
567 faculty may be granted educational leave not to exceed the equivalent of one
568 academic year. Applications for extensions without pay may be considered.
569
- 570 b. Applications for educational leaves shall be submitted no later than November 20
571 of the year prior to the academic year for which the leave is requested. A detailed
572 statement of the purpose of the leave which will include the name of the
573 institution to be attended and a statement of anticipated progress toward
574 degree/program completion to be made during the period of the leave must be
575 attached to the application. All applicants will be notified in writing of the final
576 decision.
577
- 578 c. The purpose of the leave must be for attendance at an accredited institution of
579 higher learning or otherwise adding to one's professional competence or
580 usefulness in a manner approved by the President or his/her designee. When a
581 faculty member is granted a leave for the purpose of attending an institution of
582 higher learning, the faculty member must enroll on a full-time basis.
583
- 584 d. Salary for the period of the leave will be half of the stipulated salary or \$12,000
585 whichever is less. Faculty members on educational leave will participate in the
586 retirement program and will have their fringe benefits paid by the University at
587 the same rate as if the faculty member were not on leave.
588
- 589 e. In computing years of service that will apply toward eligibility for promotion,
590 tenure and salary considerations, time spent on educational leave will be counted
591 if approved by the Provost. Maximum credit to be received will be one year.
592
- 593 f. Faculty members on leave will be evaluated in accord with their agreed upon
594 assignment during the leave period.
595
- 596 g. The person granted an educational leave with pay shall agree to serve at least two
597 consecutive years after the leave concludes on the faculty of Northwest and will
598 be required to sign legal documents assuring this commitment.
599

600 **3. Exchange Leaves**

- 601
- 602 a. Full-time faculty members may apply for leave for the purpose of exchanging
603 positions with a faculty member at another institution.
604
- 605 b. Any exchange leave, when agreed to by the institution and the individual
606 involved, is to be granted for purposes that will enhance the University and the
607 development of the faculty member.

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- 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.

621 **IX. Promotion and Tenure: Introduction**

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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.

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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.

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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.

642 **A. Evidence for Promotion and Tenure**

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

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648

1. Teaching

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- Student feedback, including student opinionnaires and department chair classroom visits
- Course syllabi
- Technology applications

- 653 • Teaching portfolios (teaching loads, course preparations, sample assessment
- 654 instruments, etc.)
- 655 • Chair evaluations
- 656 • Peer evaluations
- 657 • Supervision of independent studies, practica, etc.
- 658 • Receipt of teaching awards or honors
- 659 • Participation in instructional workshops/seminars, etc.
- 660 • Development of innovative teaching techniques/methods
- 661 • New program/course development
- 662 • Other criteria as determined appropriate by a faculty member's department

663 2. Scholarship

- 664
- 665
- 666 a. Statement of principles regarding scholarship
- 667

668 Scholarship includes the following categories:

669

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

677

678 To assure quality and rigor, and an ongoing commitment to the University

679 mission, all scholarship must meet the following standards:

680

- 681 a) clear professional goals
 - 682 b) adequate preparation
 - 683 c) appropriate methods
 - 684 d) meaningful results
 - 685 e) effective presentation
 - 686 f) reflective critique
- 687

688 By these criteria, a faculty member's scholarship must be disseminated and

689 critiqued using the accepted standards of the profession and/or discipline in

690 which the work has been done. This expansion of the University definition of

691 scholarship to include integration, application and teaching better supports our

692 institutional commitment to student learning and public service. Evaluation of

693 this scholarly activity will be carried out annually, in the third and fifth year

694 reviews, and at promotion and tenure decision times. These evaluations will be

695 accomplished through external peer reviews associated with publication and

696 conference, exhibition and performance venues; and peer reviews by department

697 colleagues of higher academic rank, the department chair, the appropriate dean
698 and the Provost.

699
700 b. Examples of scholarly work

- 701
- 702 • Scholarship resulting in external peer reviewed, published work
- 703 • Scholarly presentations, workshops, and in-service activities with external
- 704 peer review
- 705 • Demonstrated creative accomplishment with external peer review
- 706 • Creation of course materials (published case studies, casebooks, curriculum
- 707 guidance, instructors' guides, and software etc.) with external peer review
- 708 • Creation of theater productions, videos, art exhibits, radio programs, etc.
- 709 with peer review
- 710 • Research or scholarly activities in experimental course designs, curriculum
- 711 development, pedagogical methodology, assessment activities, etc. with
- 712 external peer review
- 713 • Serving as editor or referee/reviewer
- 714 • Widely distributed and utilized instructional applications, including those
- 715 using technology
- 716 • Fellowship or research awards including grants
- 717 • Receipt of prestigious awards
- 718 • Issuance of copyrights or patents related to the faculty member's discipline
- 719 • Other criteria as determined appropriate by the respective departments
- 720

721 **3. Student Support**

- 722
- 723 • Advising students
- 724 • Tutoring students
- 725 • Effective participation in Freshmen Seminar
- 726 • Serving as sponsor or advisor of student organizations or other co-curricular
- 727 activities
- 728 • Receipt of awards or recognition for outstanding student support
- 729 • Other criteria as determined appropriate by the respective departments
- 730 • Active involvement on Master's or Doctoral Committees or in undergraduate
- 731 research projects
- 732

733

734 **4. Service**

- 735
- 736 • Serving in an elected office or other position of leadership in an international,
- 737 national, regional, state, or local professional organization
- 738 • Active involvement on Masters, Specialists or Doctoral Committees or in
- 739 undergraduate research projects

- 740
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- 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

751

752 The foregoing items are not listed in priority order.

753

754 **B. Criteria for Promotion**

755

756 It is in the sole discretion of the Board of Regents whether or not to promote any faculty

757 member. Consideration for promotion in rank will require attainment of the following

758 minimum eligibility criteria:

759

760 **1. Instructor to Assistant Professor**

761

- 762 a. Possess qualifications of Assistant Professor.
- 763
- 764 b. Upon becoming A.B.D. (all but dissertation) or completion of the terminal degree,
- 765 an instructor may be promoted to Assistant Professor. This will be effective in the
- 766 academic year following the year in which official notification is received by the
- 767 University and the faculty member's salary will be adjusted accordingly.
- 768

769 After eight years at the instructor level at Northwest, faculty without a doctorate or

770 terminal degree who otherwise qualify for the rank of assistant professor may be

771 recommended for promotion by their department. These faculty must demonstrate

772 that they have exceptional qualifications with regard to skills and service to be

773 promoted under this criterion. Awards, presentations and/or scholarly activities in

774 the instructor's discipline may also be considered.

775

776 **2. Assistant Professor to Associate Professor**

777

- 778 a. Possess qualifications of Associate Professor.
- 779
- 780 b. Minimum of three years of teaching at Northwest Missouri State University.
- 781 New faculty with sufficient merit may be offered an initial contract without this
- 782 stipulation being in effect.
- 783

- 784 c. Demonstrate, in accordance with University policies for promotion, that the
785 qualifications for Associate Professor have been met or exceeded.
786

787 **3. Associate Professor to Full Professor**
788

- 789 a. Possess qualifications of Professor.
790
791 b. Minimum of three years of teaching at the Associate Professor rank at Northwest
792 Missouri State University. New faculty with sufficient merit may be offered an
793 initial contract without this stipulation in effect.
794
795 c. Demonstrate, in accordance with University policies for promotion, that the
796 qualifications for Professor have been met or exceeded.
797

798 **C. Procedure for Promotion**
799

800 Faculty who are eligible and wish to be considered for faculty rank promotion initiate this
801 process by the completion and submission of a rank promotion application form, which
802 can be obtained from their department chair. The form, along with the appropriate
803 documentation, must be submitted to the chair in accord with the University calendar
804 established by the Provost. The following is a detailed description of the promotion
805 procedure.
806

807 **1. Documentation**
808

809 The documentation furnished by the candidate must include the promotion
810 application form, vita, letters from persons qualified to evaluate the promotion
811 request (sent directly to the department chair), all student surveys, and chair
812 classroom visitation reports, where available, for the last two years and
813 documentation submitted as a part of the annual evaluation process for every year
814 since the last promotion. The candidate shall provide the department chair with
815 documentation that summarizes the annual evaluations and portfolios and provides
816 support for claims made in the application and the vita.
817

818 **2. Departmental Committee**
819

820 The department chair shall make available this documentation to a departmental
821 committee composed of all full-time faculty holding at least the rank to which the
822 candidate aspires and who have completed two years at Northwest Missouri State
823 University.
824

825 **3. Ballot**
826

827 The department chair shall secure a written secret ballot for rank promotion from all
828 members of the departmental committee. He/she shall convey those assessments and

829 recommendations along with his/her written assessment and recommendation to the
830 college dean in accord with the calendar established by the Provost.

831

832 **4. Dean's Recommendation**

833

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

837

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

839

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

842

843 **6. Provost's Recommendation**

844

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

847

848 **7. President's Recommendation**

849

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

853

854 **8. Timeline**

855

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

859

860 **9. Notification**

861

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

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874 **D. Tenure**
875

876 Tenure is an arrangement under which a faculty appointment in a discipline within an
877 institution of higher education is continued until the faculty member resigns, retires, is
878 discharged for cause, is laid off pursuant to a reduction in force and/or becomes disabled
879 beyond performing the essential functions of the job. This commitment, however, is
880 subject to the terms and conditions of employment that exist from contract year to contract
881 year. Tenure is not an entitlement, but must be earned. It is the sole responsibility of the
882 individual to demonstrate that he/she has met or exceeded the criteria defined in this
883 Handbook Chapter. It is in the sole discretion of the Board of Regents whether or not an
884 individual will be granted tenure either at the time of employment or through the
885 application process for tenure.
886

887 Faculty employed on tenure track on or before June 30, 1992 are not required to apply for
888 tenure and their employment status will not be affected by the decision not to apply. All
889 other criteria for attaining tenure apply.
890

891 **1. Procedure for Tenure-Track Faculty Employed on or Before June 30, 1992**
892

893 The procedure outlined below shall apply to faculty who commenced tenure-track
894 employment on or before June 30, 1992. Such tenure-track faculty shall be covered
895 under the following policy with regard to the procedure for applying for tenure. All
896 faculty members will, however, be required to comply with the "Steps for Applying
897 for Tenure" and the "Qualitative Criteria."
898

- 899 a. A tenure-track faculty member wishing to apply for can initiate the
900 recommendation for this change in status by completing a Tenure Application
901 form with appropriate documentation reflecting the faculty evaluation criteria
902 outlined in Chapter 2 of this Handbook and the department faculty evaluation
903 documents. The faculty member will deliver these materials to the department
904 chair in accordance with the calendar prepared by the Provost.
905
- 906 b. A copy of the Tenure Application form with appropriate documentation will be
907 shared with all tenured members of the department.
908
- 909 c. Failure to meet a deadline by the faculty member shall result in the termination of
910 the process. Failure to meet a deadline by the administration will not affect the
911 application.
912

913 **2. Procedure for Tenure-Track Faculty Employed After July 1, 1992**
914

- 915 a. All members of the ranked faculty on tenure-track appointment employed after
916 July 1, 1992 will be evaluated for tenure after six years of full-time service at
917 Northwest Missouri State University. The evaluation will be completed in the
918 seventh year. Time spent on officially approved leave as a visiting professor, as

919 an exchange professor, or on leave engaged in post-doctoral research may count
920 toward tenure provided prior approval is obtained from the Board of Regents.

- 921
- 922 b. At the time of an offer of a tenure track position, the new faculty member may
923 negotiate years of credit toward tenure, if the following conditions are met: the
924 department chair and dean have recommended the credit and the new faculty
925 member has prior experience at an accredited college or university or has
926 pertinent professional experience.
- 927
- 928 c. Tenure-track faculty contracts will specify the year during which the person will
929 be given final consideration in the tenure evaluation process. A person who is not
930 granted tenure or who fails to apply for tenure during the specified year will be
931 offered a one-year contract after which employment with the University will be
932 terminated.
- 933
- 934 d. Full-time tenure-track faculty members will be evaluated during each year of
935 their tenure track service in accord with the University calendar prepared by the
936 Provost. The faculty member will be advised in writing by the college dean of
937 his/her evaluation of progress toward tenure by the end of the third and fifth years
938 of service after consultation with the Provost, who may consult with the
939 President. The statement from the college dean to the faculty member must
940 address strengths and weaknesses and outline corrective actions that must be
941 taken before tenure will be recommended to the Board of Regents. Tenure-track
942 faculty will receive an annual evaluation jointly prepared by the department chair
943 and college dean.
- 944
- 945 e. A faculty member who is eligible for appointment to tenure shall initiate the
946 request for this change by completing a Tenure Application form, with
947 appropriate documentation reflecting the faculty evaluation criteria outlined in
948 Chapter 2 of this Handbook and the department faculty evaluation documents.
949 The faculty member will deliver these materials to the department chair in accord
950 with the calendar prepared by the Provost. Failure to meet a deadline by the
951 faculty member shall result in the termination of the process. Failure to meet a
952 deadline by the administration will not affect the application.
- 953
- 954 f. Upon the written request of a faculty member, the Board of Regents may grant a
955 stopping of the 'tenure clock' if, in their judgment, the academic performance of
956 the provisional faculty member would be adversely affected by the responsibility
957 as primary care giver after the birth or adoption of a child, circumstances
958 involving a serious personal illness, the provision of care for a seriously ill family
959 member, or any similar situation requiring compassion. During this period the
960 faculty member will not be evaluated according to the tenure guidelines and the
961 year will not be counted toward tenure eligibility. After the end of this period the
962 faculty member will be returned to the tenure track where he/she left off.
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- 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.

1009 New faculty at the time of employment in a tenure-track position, upon
1010 recommendation of their department chair and dean, may negotiate with the Provost
1011 for credit towards up to six years of service at Northwest, if they have prior service at
1012 an accredited college or university, or have related professional experience.
1013

1014 **4. Steps for Applying for Tenure**

1015
1016 The following steps are for all faculty applying for tenure regardless of the date of
1017 employment.

- 1018 a. Upon receipt, the department chair will share a copy of the faculty member's
1019 Tenure Application form and documentation with all tenured members of the
1020 department.
1021
- 1022 b. The department chair will request a secret vote, in writing, of the tenured
1023 members of the department in accord with the calendar prepared by the Provost.
1024 The department chair will not be permitted to vote. In the case that the
1025 department chair is being considered for tenure, the college dean will assume the
1026 role normally performed by the department chair in these procedures. If faculty
1027 members elect not to vote, their abstention will be noted. The vote of the faculty
1028 and the recommendation of the department chair are advisory to the college dean.
1029
- 1030 c. The department chair will forward these results to the college dean, along with
1031 his/her written recommendation for tenure or denial of tenure. If the department
1032 chair does not recommend tenure, he/she will communicate the reasons to the
1033 college dean and to the faculty member in writing. In the case of graduate
1034 faculty, the Dean of Graduate Studies will forward his/her endorsement or non-
1035 endorsement of the dean's recommendations to the Provost.
1036
- 1037 d. The college dean will forward all recommendations from the college along with
1038 his/her own endorsement or non-endorsement to the Provost.
1039
- 1040 e. If the vote of the tenured faculty and the recommendations of the department
1041 chair, graduate dean, college dean and Provost do not agree, the Provost will
1042 arrange a conference with all parties to the decision. The series of
1043 recommendations and any conferences to discuss these recommendations shall be
1044 considered in the Provost's recommendation to the President and Board of
1045 Regents for final action.
1046
- 1047 f. The Provost will forward the recommendations from all faculty and
1048 administrators along with his/her written recommendation for tenure or denial of
1049 tenure to the President.
1050
- 1051 g. The President will forward the recommendations from all faculty and
1052 administrators along with his/her own recommendations to the Board of Regents
1053

1054 for final action. The decision in granting or denying tenure is in the sole
1055 discretion of the Board of Regents.

1056

1057 h. If tenure is granted to the faculty member, official notice will be transmitted by a
1058 letter from the President of the University. A copy of the letter will also be sent
1059 to the college dean and the department chair.

1060

1061 i. In the event tenure is not granted, a terminal one-year contract will be issued to
1062 the faculty member for the fiscal year following his/her current contract.

1063

1064 **5. Qualitative Criteria**

1065

1066 Tenure is based on a thorough evaluation of the candidate. While specific
1067 responsibilities of faculty members may vary, evaluations for tenure will address the
1068 manner in which each candidate has performed in teaching, scholarship, student
1069 support, and service as outlined in the criteria in departmental evaluation documents
1070 and Chapter 2 of this Handbook. These evaluations will be in accord with
1071 departmental evaluation documents and Chapter 2 of this Handbook and with the
1072 percentages of time devoted to each category that were developed in consultation
1073 with the department chair.

1074

1075 **X. Separation from the University**

1076

1077 **A. Resignation**

1078

1079 A faculty member who desires to terminate his/her employment should do so by
1080 presenting a written resignation to the Provost at least four months prior to the
1081 commencement of the next academic year.

1082

1083 **B. Non-renewal of Contract for Tenure-Track Faculty**

1084

1085 A tenure-track faculty member is to be notified of non-renewal of contract according to
1086 the following:

1087

1088 1. During the first year of employment, notification of non-renewal shall be given in
1089 writing on or before March 1.

1090

1091 2. During the second and third year of employment, notification of non-renewal shall be
1092 given in writing on or before February 1.

1093

1094 3. After the third year of employment, notification of non-renewal shall be given in
1095 writing on or before May 15 prior to the academic year in which the contract expires.

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C. Voluntary Early Retirement Plan (Suspended by BOR 04-03-02)

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.

2. Provisions

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.

1141 2) Each fiscal year, the Provost shall identify the methods of funding the early
1142 retirement program in accordance with the resources available.

1143
1144 **3. Procedure**

1145
1146 An eligible faculty member who desires to participate in the voluntary early
1147 retirement program shall apply to the Provost after consultation with his/her
1148 department chair and dean. Written application for the program must be made by
1149 the prospective retiree by October 1 of the year prior to a requested date of early
1150 retirement. The Provost will determine if an agreement is to be made with a
1151 faculty member and the terms of that agreement will be forwarded to the
1152 President who will submit his/her recommendation to the Board of Regents.

1153
1154 The final agreement shall contain the signatures of the Provost and the faculty
1155 member. The faculty member may rescind the agreement within 48 hours after
1156 signing.

1157
1158 In certain circumstances where a faculty member wishes to participate in the plan,
1159 but fails to meet the eligibility requirements stated above, the Provost, with the
1160 concurrence of the President, may construct an optional plan. This option must
1161 follow the basic outline of a single stated option. Further, it must be constructed
1162 utilizing the approved principles of MOSERS.

1163
1164 This program may be terminated, suspended or limited at the sole option of the
1165 Board of Regents of the University.

1166
1167 **D. Termination or Suspension for Cause During the Contract Period**

1168
1169 The following provisions apply regarding the termination or suspension of faculty during
1170 the period of their contract. No faculty member will be removed except for incompetence,
1171 neglect of or refusal to perform his/her duties, dishonesty, immoral conduct, drunkenness,
1172 sexual harassment, or violation of the University's drug and alcohol policy. Nor, will a
1173 faculty member be removed until after ten days notice, in writing, stating the nature and
1174 causes of termination. The faculty member will have the opportunity to present a defense
1175 to the Board of Regents with or without counsel and be allowed to introduce testimony
1176 that will be heard and ruled upon by the Board of Regents as detailed in the procedure
1177 below.

1178
1179 To implement these provisions the following procedures shall apply. These procedures do
1180 not apply to the non-renewal of faculty contracts.

- 1181
1182 1. When the President or his/her authorized representative determines that it may be
1183 necessary to remove or suspend a faculty member under the provisions herein, he/she
1184 will confer with the faculty member concerning the reasons for the termination or
1185 suspension. If the matter cannot be resolved by mutual agreement, the President or

1186 his/her authorized representative will present the faculty member with a statement of
1187 the reasons for his/her termination or suspension in writing. These reasons will either
1188 be presented to the faculty member personally or be sent to him/her by certified mail
1189 to the mailing address listed with the University.

- 1190
- 1191 2. No faculty member will be suspended from his/her position until ten days after the
1192 presentation of written notice unless there is clear evidence of danger to life, property
1193 or the general welfare of the students if he/she remains in his/her position. Such
1194 determination is at the sole discretion of the President. Notice of termination or
1195 suspension will be given in writing. Salary will not be affected during the period of
1196 suspension.
- 1197
- 1198 3. If the faculty member decides to contest the proposed termination or suspension,
1199 he/she must file a request for a hearing with the University President and the
1200 presiding officer of the Faculty Senate within ten days of receiving written
1201 notification of termination.
- 1202
- 1203 4. If the faculty member requests a hearing within ten days of notification, the Faculty
1204 Hearing Committee will meet within five working days, consistent with allowing the
1205 President or his/her representative and the accused faculty member time to gather
1206 evidence, including witnesses, to substantiate or refute the charges. (See the Appeals
1207 Procedure in Section XI R for more details regarding the Faculty Hearing
1208 Committee.) If no request for a hearing is made within ten days, the matter is deemed
1209 final and there will be no further right of hearing or appeal. The faculty member's
1210 contract will be deemed terminated and his/her salary will be discontinued.
- 1211
- 1212 5. The Faculty Hearing Committee will hear the issues and make recommendations
1213 to the President and the faculty member relative to its findings. Only the President
1214 can release results of the Faculty Hearing Committee.
- 1215
- 1216 6. No faculty member may have his/her case heard by the Board of Regents until after
1217 his/her case has been heard by the Faculty Hearing Committee and its
1218 recommendations or findings made known to both the President or his/her authorized
1219 representative and the faculty member. After the faculty member receives the report,
1220 he/she may choose to appeal to the Board of Regents for a final decision. The
1221 recommendations or findings of the Faculty Hearing Committee are advisory to the
1222 President and the Board. The Board has sole and final authority in all decisions
1223 regarding dismissal or suspension of the faculty member.

1224 **E. Reduction in Force**

1225 Any decision resulting in the growth, realignment, or reduction of faculty should be
1226 guided by a fundamental consideration for the well being of the University as a whole.
1227 This consideration includes providing services as mandated by the state legislature,
1228 maintaining sufficient financial resources to continue operation, responding to the
1229
1230

1231 demands for higher education by the citizens of Missouri, and maintaining sufficient
1232 standards to retain accreditation as a university. Furthermore, as an aspect of maintaining
1233 the well being of the University, program integrity must be maintained by providing
1234 sufficient faculty resources to guarantee that instruction is offered in subjects of highest
1235 need and demand. Although responsible safeguards for faculty tenure and seniority must
1236 be provided, program integrity will be of paramount importance in faculty reduction
1237 considerations.

1238
1239 Prior to the implementation of procedures of reduction, all other remedies should be fully
1240 explored and attempted. Examples of remedies include reduction through attrition,
1241 incentives for early retirement, retraining of present faculty to teach in areas of higher
1242 demand or alternate assignments including placement in administrative and staff positions,
1243 if possible by common agreement between the faculty member and the University.

1244
1245 In the case of a general reduction of faculty numbers, as opposed to the elimination of a
1246 program or department, final decisions must consider, in the following order, the well-
1247 being of the University, program integrity, tenure and the seniority of faculty defined as
1248 years of service.

1249
1250 The possibilities of early retirement should be explored before consideration is given to
1251 other means of personnel reduction. No faculty member, however, should be forced to
1252 retire early in order to achieve a reduction in force. Tenured faculty may be assigned to
1253 other academic, administrative or staff positions needing personnel when the faculty
1254 member's qualifications meet or exceed those required by the position. Salary and other
1255 considerations of employment will not exceed those normally associated with the
1256 administrative or staff position. If the reappointment is to an internal academic position,
1257 the rank of the transferred faculty member will not change.

1258
1259 If after consultation with the Provost, college dean and department chair, the President
1260 determines that a reduction in force is needed and requires the elimination of a complete
1261 department or a program within a department, a preliminary report will be prepared
1262 reflecting the views of the President regarding the recommended reduction. When the
1263 process of preparing such a report formally commences, the following steps will be taken:

- 1264
- 1265 1. The Provost will inform the President of the Faculty Senate that a reduction in force
1266 report is being prepared.
 - 1267
 - 1268 2. The Faculty Senate President will compile a list of eligible faculty to serve on an ad
1269 hoc Reduction in Force Faculty Advisory Committee. The list will be distributed to
1270 all full-time faculty in the form of a ballot. Eligible faculty are those with tenure and
1271 rank who are not presently serving in any administrative capacity (department chair,
1272 college dean or other administrative capacity). Faculty members or spouses of
1273 faculty targeted for deletion are ineligible to serve.
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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.

- 1320 • The quality and preparation of the faculty teaching within the department.
- 1321
- 1322 • The centrality of the department to the University's mission.
- 1323
- 1324 • Services the department provides to non-majors.
- 1325
- 1326 • The facilities and equipment required in support of the department.
- 1327
- 1328 • The number of majors enrolled in the department's degree program(s).
- 1329
- 1330 • The demand for graduates from the department's program(s).
- 1331
- 1332 • The competitive standing of the department vis-a-vis similar departments at
- 1333 other institutions in the region.
- 1334
- 1335 • The potential impact on the region of closing the department.
- 1336
- 1337 • The income/expense ratio of operating the department.
- 1338

1339 Except in the case of financial exigency, tenured faculty members who are
 1340 discontinued for reasons of reduction in force will be advised of such a decision by
 1341 March 31, of the year prior to the academic year for which his/her contract is
 1342 terminated. Other faculty will be given notice as indicated in Chapter 2 of the Faculty
 1343 Handbook except in cases of financial exigency. Nothing in these guidelines,
 1344 however, shall prevent discontinuation of any non-tenured faculty for other reasons.

1345

1346 **XI. University Policies**

1347

1348 **A. Faculty Rights and Responsibilities**

1349

1350 The primary responsibilities of the faculty at Northwest are teaching, scholarship, student
 1351 support and service. By accepting an appointment at this University, a faculty member
 1352 assumes a responsibility to engage in scholarly activities and creative endeavors that foster
 1353 free inquiry, free expression, intellectual honesty, respect for the dignity and rights of
 1354 others and openness to change. The rights and responsibilities exercised within the
 1355 academic community must be compatible with these characteristics.

1356

1357 **1. Academic Freedom**

1358

1359 Northwest subscribes to the American Association of University Professors statements
 1360 on academic freedom, professional ethics, and faculty freedom and responsibility as
 1361 defined in the following sections. This endorsement should not be construed as a
 1362 general endorsement of all policies of the American Association of University
 1363 Professors.

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"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

1409 demonstrate respect for students as individuals and adhere to their proper roles as
1410 intellectual guides and counselors. Professors make every reasonable effort to foster
1411 honest academic conduct and to ensure that their evaluations of students reflect each
1412 student's true merit. They respect the confidential nature of the relationship between
1413 professor and student. They avoid any exploitation, harassment, or discriminatory
1414 treatment of students. They acknowledge significant academic or scholarly assistance
1415 from them. They protect their academic freedom.

1416

1417 "As colleagues, professors have obligations they derive from common membership in
1418 the community of scholars. Professors do not discriminate against or harass colleagues.
1419 They respect and defend the free inquiry of associates. In the exchange of criticism and
1420 ideas professors show due respect for the opinions of others. Professors acknowledge
1421 academic debt and strive to be objective in their professional judgment of colleagues.
1422 Professors accept their share of faculty responsibilities for the governance of their
1423 institution.

1424

1425 "As members of an academic institution, professors seek above all to be effective
1426 teachers and scholars. Although professors observe the stated regulations of the
1427 institution, provided the regulations do not contravene academic freedom, they
1428 maintain their right to criticize and seek revision. Professors give due regard to their
1429 paramount responsibilities within their institution in determining the amount and
1430 character of work done outside it. When considering the interruption or termination of
1431 their service, professors recognize the effect of their decision upon the program of the
1432 institution and give due notice of their intentions.

1433

1434 "As members of their community, professors have the rights and obligations of other
1435 citizens. Professors measure the urgency of these obligations in the light of their
1436 responsibilities to their subject, to their students, to their profession, and to their
1437 institution. When they speak or act as private persons they avoid creating the
1438 impression of speaking or acting for their college or university. As citizens engaged in
1439 a profession that depends upon freedom for its health and integrity, professors have a
1440 particular obligation to promote conditions of free inquiry and to further public
1441 understanding of academic freedom." (B. Robert Crazier, ed., "Statement of
1442 Professional Ethics," American Association of University Professors Policy Documents
1443 and Reports, Seventh Edition, 1990, 75-76.)

1444

1445 **3. Faculty Freedom and Responsibility**

1446

1447 Cognizant of the dangers to academic freedom that may arise from its
1448 misunderstanding and abuse, the University subscribes to the following statement of
1449 freedom and responsibility.

1450

1451 "Membership in the academic community imposes on students, faculty members,
1452 administrators, and trustees an obligation to respect the dignity of others, to
1453 acknowledge their right to express differing opinions, and to foster and defend

1454 intellectual honesty, freedom of inquiry and instruction, and free expression on and off
1455 the campus. The expression of dissent and the attempt to produce change, therefore,
1456 may not be carried out in ways which injure individuals or damage institutional
1457 facilities or disrupt the classes of one's teachers or colleagues. Speakers on campus
1458 must not only be protected from violence, but also be given an opportunity to be heard.
1459 Those who seek to call attention to grievances must not do so in ways that significantly
1460 impede the functions of the institution.

1461
1462 "Students are entitled to an atmosphere conducive to learning and to even-handed
1463 treatment in all aspects of the teacher-student relationship. Faculty members may not
1464 refuse to enroll or teach students on the grounds of their beliefs or the possible uses to
1465 which they may put the knowledge to be gained in a course. Students should not be
1466 forced by the authority inherent in the instructional role to make particular personal
1467 choices as to political action or their own part in society. Evaluation of students and the
1468 award of credit must be based on academic performance professionally judged and not
1469 on matters irrelevant to that performance, whether personality, race, religion, degree of
1470 political activism, or personal beliefs.

1471
1472 "It is the mastery teachers have of their subjects and their own scholarship that entitles
1473 them to their classrooms and to freedom in the presentation of their subjects. Thus, it is
1474 improper for an instructor persistently to intrude material that has no relation to the
1475 subject, or to fail to present the subject matter of the course as announced to the
1476 students and as approved by the faculty in their collective responsibility for the
1477 curriculum.

1478
1479 "Because academic freedom has traditionally included the instructor's full freedom as a
1480 citizen, most faculty members face no insoluble conflicts between the claims of
1481 politics, social action, and conscience, on the one hand, and the claims and expectations
1482 of their students, colleagues, and institutions, on the other. If such conflicts become
1483 acute, and attention to obligations as a citizen and moral agent precludes an instructor
1484 from fulfilling substantial academic obligations, the instructor cannot escape the
1485 responsibility of that choice, but should either request a leave of absence or resign his
1486 or her academic position." (B. Robert Crazier, ed., "Statement of Freedom and
1487 Responsibility," American Association of University Professors Policy Documents and
1488 Reports, Seventh Edition, 1990, 77-78.)

1489
1490 **B. Sexual Harassment**

1491
1492 The University will not tolerate any form of sexual harassment and if a faculty member is
1493 guilty of sexual harassment, he/she will be sanctioned up to and including dismissal.
1494 Sexual harassment in any situation is reprehensible; it is particularly damaging when it
1495 exploits the educational dependence and trust between students and faculty of this
1496 University. When the authority and power inherent in faculty relationships to students--
1497 whether overtly, implicitly or through misinterpretation--is abused in this way, there is
1498 potentially great damage to individual students and to the educational climate of the

1499 institution. A particular interaction must be offensive and unwelcome to be defined as
1500 harassment. However, those in positions of authority, such as faculty, supervisors and
1501 administrators, should be sensitive to the questions about mutuality of consent that may be
1502 raised and to the conflicts of interest that are inherent in personal relationships where
1503 professional and educational relationships are involved.
1504

1505 Sexual harassment is defined as verbal or physical conduct of a sexual nature wherein: 1.)
1506 Submission to such conduct is made either explicitly or implicitly as a term or condition of
1507 an individual's employment, advancement, grades or academic progress; 2.) Submission to
1508 or rejection of such conduct by an individual is used as the basis for employment or
1509 evaluative decision affecting such individual; or 3.) Such conduct has the purpose or effect
1510 of unreasonably interfering with an individual's work performance or creating an
1511 intimidating, hostile or offensive working or learning environment, in or out of the
1512 classroom. Sexual harassment may occur between supervisor and subordinate, employees,
1513 students and employees, and non-University persons and employees. It may occur between
1514 members of the opposite sex or of the same sex.
1515

1516 Any member of the University community who believes that he/she has been the subject
1517 of sexual harassment must observe the University's procedures and report the alleged act to
1518 the University's EEO Officer who will conduct an investigation of the complaint. The EEO
1519 Officer will keep reports of all such investigations separate from personnel records.
1520 Confidentiality will be respected and anonymity preserved in informal investigations.
1521

1522 **C. Consensual Amorous Relationships**

1523
1524 The mission of the University promotes professionalism fostered by an atmosphere of
1525 mutual trust and respect. Faculty and/or supervisors should be aware that consensual (i.e.
1526 both parties have consented) amorous and/or sexual relationships with students and/or
1527 subordinate employees have the potential for adverse consequences. Given the
1528 asymmetric nature of the relationship where one party has the power to give grades,
1529 recommendations, thesis advice, promotions, salary increases, and/or performance
1530 evaluations, the consensual nature of the relationship is suspect. Even when both parties
1531 have consented to the relationship, there may be serious concerns about conflicts of
1532 interest and unfair treatment of others. This policy does not apply to married couples.
1533 (The policy on nepotism offers clarification on this point.)
1534

1535 Northwest Missouri State University maintains that it is unethical for faculty members and
1536 supervisors to engage in consensual amorous and/or sexual relationships with students or
1537 employees where evaluations will be influenced. Such relationships create a real or
1538 perceived conflict of interest. The behavior is unethical even when consensual, because
1539 the voluntary nature is in doubt, given the power imbalance in the student-faculty or
1540 supervisor-employee relationship.
1541

1542 Whether the complaint about the consensual amorous relationships is on ethical or sexual
1543 harassment grounds, the faculty or employees are subject to the appropriate procedures

1544 outlined in the Faculty Handbook and the Affirmative Action Plan. The Equal
1545 Employment Opportunity Officer is empowered to determine which procedure will be
1546 followed.

1547

1548 **D. Conflict of Interest**

1549

1550 The avoidance of any real or apparent conflicts of interest which could compromise the
1551 impartial, objective, and effective performance of the duties of employees of Northwest
1552 Missouri State University is essential to the maintenance of the public trust in and to the
1553 responsible operation of the University. University personnel are expected not only to
1554 adhere to all laws regarding conflict of interest, but also to be alert to and avoid situations
1555 which have the appearance of a conflict of interest. In accordance with this expectation,
1556 University personnel must avoid improper outside influences on their institutionally
1557 related decisions and activities.

1558

1559 **1. Statutory Requirements**

1560

1561 All employees of Northwest Missouri State University shall comply with the
1562 applicable requirements of Chapter 105 R.S.MO, dealing with conflicts of interest, as
1563 well as any other state law governing official conduct. Failure to comply with those
1564 requirements shall be considered a violation of this policy. Terms used in this policy
1565 have a meaning consistent with their use in Chapter 105 R.S.MO, a copy of which is
1566 contained in Appendix C of this Handbook.

1567

1568 **2. External Compensation**

1569

1570 University personnel shall not act or refrain from acting in any lawfully empowered
1571 capacity within the University in return for, or in return for the offer of, anything of
1572 monetary value to the employee or any third person made or received in relationship to
1573 or as a condition of the performance of an official act, other than institutionally paid
1574 compensation for performance of official duties.

1575

1576 **3. Confidential Information**

1577

1578 University personnel shall not disclose or otherwise use confidential information
1579 obtained in the course of their official capacity at Northwest in any manner with the
1580 intent of securing or actually resulting in financial gain for the employee, any other
1581 person, or any business.

1582

1583 **4. Personal Gain**

1584

1585 University personnel shall not realize any personal gain, in any form, from any
1586 purchase of goods or services by Northwest Missouri State University, from actions
1587 taken by a representative or employee of the institution, nor shall institutional
1588 personnel accept any gift, gratuity or reward with a monetary value in excess of \$25,

1589 from any person or other entity which transacts business with Northwest or which
1590 seeks to transact such business. This requirement shall not infringe on property rights
1591 relating to the development of educational or other materials which have been granted
1592 to employees by the University.

1593
1594 Business Relationships. Institutional employees shall not transact business or
1595 approve or participate in the approval of the transaction of business on behalf of the
1596 University with any person or business entity with which the institutional employee
1597 has a substantial interest or family interest or relationship within the third degree of
1598 consanguinity or affinity, except for transactions made pursuant to an award on a
1599 contract let or sale made after public notice and competitive bidding, provided that
1600 the bid or offer is the lowest received.

1601
1602 Outside activities can generally be subsumed under one of three rubrics:
1603 professional service, consulting, and moonlighting. Professional service includes
1604 activities such as service on an accrediting team, work performed under the aegis of
1605 a professional organization or service on local, state or national committees or task
1606 forces. Such service may be remunerated or non-remunerated. Consultation is the
1607 application of professional and scholarly expertise in the external community for
1608 the purpose of generating income for the consultant. Consultation is considered a
1609 business activity subject to the provisions of this policy when the entity for which
1610 the employee consults transacts business with the University or is in competition
1611 with the University, or where the consultation itself competes with the work of the
1612 University. Moonlighting is reimbursed activity unrelated to one's professional role
1613 in the University. Such activities can be done only on one's own time.

1614
1615 Self Dealing. University employees shall not transact business, including
1616 performing services for and the sale, lease or rental of property with the University
1617 for receipt or payment of any compensation, other than the compensation provided
1618 by Northwest Missouri State University for the performance of official duties,
1619 except for transactions made pursuant to an award on a contract let or sale made
1620 after public notice and competitive bidding, provided that the bid or offer is the
1621 lowest received.

1622
1623 University employees shall not act on any matter in their capacity as employees of
1624 the University with the intent to provide a special monetary benefit to themselves or
1625 their family or with the intent of influencing, either positive or negatively, the
1626 employees' non-institutional employment or business activity or interest.

1627
1628 Personal Gain. University personnel shall not realize any personal gain, in any
1629 form, from any purchase of goods or services by Northwest Missouri State
1630 University, from actions taken by a representative or employee of the institution,
1631 nor shall institutional personnel accept any gift, gratuity or reward with a monetary
1632 value in excess of \$25, from any person or other entity which transacts business
1633 with Northwest or which seeks to transact such business. This requirement shall

1634 not infringe on property rights relating to the development of educational or other
1635 materials which have been granted to employees by the University.

1636
1637 University employees may not receive any financial benefit from the sale of
1638 textbooks or other class materials to students at Northwest. Royalties and other
1639 such compensation resulting from the authorship of or contribution to the
1640 development of educational materials are not considered direct financial benefit
1641 under this policy.

1642
1643 University employees shall not use their position with or the property of Northwest
1644 Missouri State University for business activity.

1645
1646 No employee will keep for sale or be interested in, directly or indirectly, the sale of
1647 any furniture or apparatus, books, maps, charts or stationery owned by the
1648 University. No employee will be interested in, directly or indirectly, any contract or
1649 purchase for building or repairing any structure, or for fencing or ornamenting the
1650 grounds, or furnishing any supplies or materials for the use of the University. No
1651 employee of the University, acting for self or as a representative for an external
1652 agency, will use University facilities to display or promote for sale to third parties
1653 any personal or represented material (see 174.220 R.S.MO).

1654
1655 Disclosure Requirements. When it is proposed that the University engage in a
1656 business transaction, including any type of grant or contract, with a private firm or
1657 corporation in which a University employee has a substantial interest, that
1658 employee shall make a full disclosure of that interest, in writing, to the official
1659 having the approval authority for that transaction and to the person responsible for
1660 the University conflict of interest reporting process. If there is a change in the
1661 financial interest of an employee during the term of the transaction which brings
1662 any such interest within the definition of a substantial interest, the change shall be
1663 reported immediately, in writing, to both the responsible approval and conflict of
1664 interest authorities.

1665
1666 University employees participating in the selection of a prospective employee, a
1667 consultant, or a contractor to provide goods or services to the University shall
1668 disclose to the official having the approval authority and the conflict of interest
1669 authority, in writing, any close personal friendship, business association, or family
1670 relationship that the employee may have with the prospective employee, consultant,
1671 contractor or their businesses.

1672
1673 These requirements are in addition to, and do not relieve an employee from, the
1674 responsibility for making disclosures required by Chapter 105 of the Missouri
1675 statutes pertaining to conflict of interest.

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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.

1722 However, in all areas of participation a faculty member has the responsibility to make
1723 clear that he/she is in no way representing the University.

1724
1725 **1. Activity in Political Party Organizations**

1726
1727 a. Employees may engage in lawful political activities:

1728
1729 1. Of organizations of political parties qualified to place candidates on the ballot in
1730 accordance with Missouri statutes or of political parties seeking such
1731 qualifications;

1732
1733 2. Of nonparties or bipartisan groups seeking the election of candidates to public
1734 office or the approval or disapproval of issues which are or may be submitted to
1735 the voters for approval, or;

1736
1737 3. On behalf of individual candidates for public office, including candidates for
1738 membership of any political committee established by Section 115.611
1739 R.S.Mo., et seq., (formerly Chapter 120, R.S.Mo).

1740
1741 b. Such activity, like any other personal, non-official undertaking, must be done
1742 on the individual's own time and should not interfere with University duties.

1743
1744 c. Employees may contribute funds to above parties, groups or candidates or
1745 expend funds on behalf of parties, groups, candidates or issues, subject only
1746 to state and federal laws which regulate political contributions.

1747
1748 **2. Elections to or Holding Public Offices**

1749
1750 Any employee, before he/she announces officially as a candidate for or accepts any
1751 elective office, must inform his/her superior officer of such intention and such officers
1752 must make the fact known to the President of the University through appropriate
1753 channels. If regulations permit, the President will offer no objection to the candidacy,
1754 provided it does not require time or attention that should be given to University duties.

1755
1756 a. Subject to requirement to notify an employee may, without permission of the
1757 President, become a candidate for and hold a part-time position as a member of a
1758 school board, member of a city council, member of a county legislative body or
1759 other local school or municipal office that is part-time, conducted on the individual's
1760 own time, and does not interfere with University duties.

1761
1762 b. The holding of any elective full-time office in local, county, state (including that of
1763 representative or senator) or the federal government is forbidden while the person is
1764 employed by the University. Before accepting such an office, a person is required
1765 to resign his/her University post. A person seeking election to such an office must
1766 resign or request a leave of absence as of the date of filing in the primary.

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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	Independence Day
Martin Luther King, Jr. Day	Labor Day

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Spring Break
Memorial 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,

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- 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

1901 service for each 21 days of unused sick leave reported to MOSERS. At the time the
1902 faculty member retires, the unused sick leave is converted to creditable service and is
1903 added to the total service, which is used only in calculating the amount of the benefit,
1904 not the eligibility for a benefit. Unused sick leave is not convertible to compensation.
1905

1906 **I. Leave Without Pay**

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1908 **1. Leave of Absence not previously addressed**

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1910 Full-time faculty members who have been at the University for a minimum of three
1911 years may request a leave of absence without pay. The Board of Regents and the
1912 University administration reserve the right to refuse to grant a leave request in any case
1913 where it would seriously affect the program of the University. Such absences must be
1914 approved in advance by the Provost.
1915

1916 A leave of absence may be for a specified period of time, at the discretion of the
1917 University. Failure to return to work on the first scheduled working day following a
1918 specified period of leave of absence may result in termination of employment as of the
1919 last day actually worked. Returning to work from an indefinite leave of absence
1920 requires the prior approval of the University.
1921

1922 During the period of absence, the University will pay insurance costs as though the
1923 employee was actively working. If the employee is carrying extended coverage or
1924 family benefits, arrangements must be made with the Director of Human Resources
1925 Management to pay these costs directly to the University. An employee who does not
1926 return from a leave of absence agrees to repay the University for the cost of benefits
1927 during the leave as specified in the contract providing for leaves of absence. Sick leave
1928 benefits will not accrue during unpaid leaves.
1929

1930 **J. Additional Leaves**

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1932 Additional leaves (with or without pay) may be negotiated among the faculty member and
1933 the chair, the dean, and the Provost.
1934

1935 **K. Compensation Policies**

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1937 **1. Payroll Period**

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1939 All persons are employed for the academic year unless the contract specifies otherwise.
1940 Faculty members may elect to receive their salary for the academic year in either nine
1941 or twelve monthly checks. Checks are issued on the last state working day of each
1942 month.
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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.

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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

2031 entitled to use and exploit the Copyright Work or Invention. Royalties from
2032 commercial sale, use or other exploitation of the Copyright Work or Invention shall
2033 be split fifty percent (50%) to the University and fifty percent (50%) to the faculty
2034 member(s) involved.

2035

2036 **3. Respect for Copyright of Others**

2037

2038 Respect for intellectual property right, labor and creativity is vital to academic
2039 discourse and enterprise. This principle applies to works of all authors and publishers
2040 in all media. It encompasses respect for the right to acknowledgment, right to
2041 privacy, and right to determine the form, manner, and terms of publication and
2042 distribution.

2043

2044 Because electronic information is volatile and easily reproduced, respect for the work
2045 and personal expression of others is especially critical in computer environments.
2046 Violations of authorial integrity, including plagiarism, invasion of privacy,
2047 unauthorized access, and trade secret and copyright violations, will be grounds for
2048 sanctions against members of the academic community. The Owens Library web site
2049 maintains a page
2050 (<http://www.nwmissouri.edu/library/courses/copyright/resources.html>) that supplies
2051 annotated hyperlinks to Web sites regarding copyrighted materials and educational
2052 fair use issues, as well as a selected listing of current copyright materials located in
2053 Owens Library at Northwest Missouri State University. Faculty are responsible for
2054 carefully consulting these materials.

2055

2056 **M. Electronic Campus**

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2058 The University reserves the right to discontinue/deny service without notice to any user
2059 who reads or attempts to read, change, copy or access data stored in any individual's
2060 private account or University account that they do not have specific authorization to
2061 access.

2062

2063 Northwest licenses the use of its computer software from a variety of outside companies.
2064 Northwest does not own this software or its related documentation and, unless authorized
2065 by the software developer, does not have the right to reproduce it. With regard to use on
2066 local area networks or on multiple machines, Northwest employees will use the software
2067 only in accordance with the license agreement. Employees caught making, acquiring or
2068 using unauthorized copies of computer software will be disciplined. According to the
2069 U.S. Copyright Law, illegal reproduction of software can be subject to civil damages of
2070 \$50,000 or more and criminal penalties including fines and imprisonment.

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2072 Northwest employees learning of any misuse of software or related documentation within
2073 the University should notify the Vice President for Information Systems.

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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 legislative refinements published in the Federal Register (January 26, 1981, Vol. 46, No. 16; and January 27, 1981, Vol. 46, No. 17), The Belmont Report and The Code of Federal 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.

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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 Booth College of Business and Professional 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.

- 2165 b. The only criteria relevant to the discussion of suitability for promotion are those
2166 stated in Chapter 2 of the Faculty Handbook.
2167
- 2168 c. To aid in the evaluation of each candidate, the Committee may use a checklist that
2169 defines the necessary qualifications for promotion to each rank.
2170
- 2171 d. The Committee will be allowed to review the applications for promotion, but those
2172 files along with the files of the Committee members must remain in the Provost's
2173 office.
2174
- 2175 e. The Committee will discuss each applicant's suitability for promotion using only
2176 those criteria set forth in Chapter 2 of the Faculty Handbook.
2177
- 2178 f. The overall suitability for promotion will be expressed by secret ballot for each
2179 candidate. A count of ballots will be made immediately after each vote and shared
2180 with the Committee. A simple majority vote is required to indicate approval by the
2181 Committee. The Provost will retain the ballots. In the case of a tie vote, the
2182 applicant will not be recommended for promotion. All votes on candidates
2183 considered by the Committee will be recorded Yea/Nay and forwarded along with
2184 recommendations to the Provost, President and Board of Regents.
2185

2186 **Q. Faculty Hearing Committee Procedures**

2187
2188 The purpose of the Faculty Hearing Committee is to ensure the consistent, fair, and valid
2189 application of the rules and regulations related to promotion, tenure, termination,
2190 suspension for any conflicts of interest during the contract period.
2191

2192 **1. Definitions**

2193
2194 During Faculty Hearing Committee procedures:
2195

- 2196 a. Academic employee means any member of the University's faculty, ranked or
2197 unranked, or any administrative officer holding faculty status.
2198
- 2199 b. Action means any binding decision relating to the promotion, tenure, termination or
2200 suspension during the contract period of the complainant.
2201
- 2202 c. The contract period means the agreed upon time frame which defines the beginning
2203 and ending of the period of employment.
2204
- 2205 d. Committee means the Faculty Hearing Committee.
2206
- 2207 e. Complaint means an allegation that a person's employment rights and/or eligibility
2208 have been adversely affected procedurally due to a violation, misapplication or

- 2209 misinterpretation of the University's rules related to promotion, tenure, and
2210 termination or suspension during the contract period.
2211
2212 f. Complainant means any person initiating a complaint under this process.
2213
2214 g. Legal counsel means a person who is licensed to practice law in the State of
2215 Missouri.
2216
2217 h. Day means a day during which the University is in teaching session, as defined by
2218 the academic calendar.
2219
2220 i. Review means to re-examine with a capacity to transmit a finding of fact, conclusion
2221 and/or recommendation to the Board of Regents. The Board of Regents has final
2222 right of review in all personnel actions.
2223
2224 j. Rule means any policy contained in Chapter 2 of the Faculty Handbook related to
2225 promotion, tenure, termination or suspension during the contract period.
2226
2227 k. University means Northwest Missouri State University in all of its subdivisions and
2228 extensions.
2229
2230 l. Party means the complainant, the Provost, and/or the administrator who is the focus
2231 of the complaint.
2232

2233 **2. Limitations**

- 2234
2235 a. The availability and/or utilization of the appeals procedure shall not be construed as
2236 abridging the rights of an academic employee to exercise constitutional or statutory
2237 rights.
2238
2239 b. In no way shall an employee's status with the University be adversely affected
2240 because he/she utilizes these procedures.
2241
2242 c. All proceedings provided for in this section should be maintained as confidential
2243 subject only to the need of the complainant and the University to comply with the
2244 processes specified herein and to present evidence in other hearings or proceedings.
2245 All proceedings shall be conducted in private and all records will be open only to the
2246 parties except as otherwise required herein or by 610.021 (3) R.S.MO.
2247
2248 d. Any formality of procedure, including specification of times of performance, may be
2249 revised and/or waived by mutual consent of the parties, subject to the approval of the
2250 Faculty Hearing Committee.
2251

- 2252 e. Nothing contained herein shall preclude the informal disposition of complaints by
2253 stipulation or by agreed settlement where such resolution is consistent with
2254 University rules.
2255
- 2256 f. A complaint must be filed in writing to the Provost no later than ten days after the
2257 complainant knew or should have known of the circumstances giving rise to the
2258 complaint, except that a failure to timely file may be waived by the President in
2259 cases of excusable neglect.
2260

2261 **R. Appeal Procedures**

2262

2263 The purpose of these appeal procedures is to minimize misunderstandings within the
2264 University community and to promote the consistent, fair and valid application of the rules
2265 and regulations relating to the promotion, tenure, termination or suspension during the
2266 contract period for faculty. Issues related to the non-renewal of faculty contracts are not
2267 subject to these appeal procedures. All complaints except for termination or suspension
2268 during the contract period must go through an informal process prior to the complainant
2269 requesting a hearing by the Faculty Hearing Committee.
2270

2271 **1. Pre-Hearing Procedures**

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- 2273 a. The pre-hearing process is not applicable in matters concerning termination or
2274 suspension during the contract period.
2275
- 2276 b. The first step in the resolution of a complaint shall be a personal conference with the
2277 administrator taking the action that is the object of the complaint.
2278
- 2279 c. Should the complainant remain dissatisfied after this conference, a written statement
2280 of dissatisfaction may be filed within ten days with the same administrator, who
2281 shall respond in writing within ten days after receiving the written complaint.
2282
- 2283 d. Should the complainant be dissatisfied with the administrator's written response, the
2284 complainant may within ten days after receiving the response file a copy of the
2285 administrator's response and a copy of the written statement of complaint with the
2286 Provost, who shall respond in writing within ten days.
2287
- 2288 e. In those instances where the complainant alleges that the rules and regulations
2289 related to promotion and tenure contained in Chapter 2 of the Faculty Handbook
2290 were applied in an inconsistent, unfair or invalid manner and complainant remains
2291 dissatisfied after receiving the Provost's response, the complainant may request a
2292 formal hearing by the Faculty Hearing Committee. Such requests must be made
2293 within ten days of the decision. Complaints regarding termination or suspension
2294 during the contract period must begin with the formal process.
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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

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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.