



**NORTHWEST MISSOURI
STATE UNIVERSITY**

Faculty Handbook

**Approved by Board of Regents
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Northwest Missouri State University
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FACULTY HANDBOOK

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CHAPTER I INTRODUCTION

I. Purpose of the Faculty Handbook

The University publishes the Employee Handbook containing policies and procedures for all employees including faculty members. The Faculty Handbook explains employment policies specific to faculty and is written to protect both the faculty member and the institution. The legal and official copy of Chapter II, “Faculty Employment Policies” of the Faculty Handbook is made a part of the Faculty Contract and incorporated herein.

II. Policy Library

The University maintains an online [Policy Library](#) containing all Board-approved policies established to provide guidance and assistance to the University community in the conduct of University affairs. This policy library should be your resource for the most current and comprehensive list of University policies. These policies are binding on the faculty wherever they pertain to faculty members or apply to all employees of the University.

III. Faculty Handbook Chapter II Revisions Process

The Provost oversees the publication, revision and distribution of the Faculty Handbook. The Provost serves at the pleasure of the Board with respect to fulfilling such duties, and the Board maintains the ultimate decision-making authority with regard to any changes to the Faculty Handbook. Although not required for purposes of amending the Faculty Handbook, the Board, at its discretion, may enlist the Provost to appoint a committee to revise the Faculty Handbook. Alternatively, the Board may amend the Faculty Handbook on its own. If the Board enlists to the Provost to appoint a revision committee, the Provost and the committee will recommend a timeline for completion of the revision. Amendments and additions to the Faculty Handbook shall be effective commencing with the fiscal year (July 1-June 30) following the date of enactment of the Board of Regents.

A. Procedure for Provost and Committee Revisions

i. The Provost will form a committee to revise Chapter II of the Handbook. The committee shall consist of six members:

- one representative from the Northwest Leadership Team (NLT)
- one representative from the Associate Provost’s Council (APC)
- chair of the Faculty Welfare Committee
- one department chair or school director
- one faculty member from a professional school
- one faculty member from a department in the College of Arts and Sciences

ii. At the first meeting, the committee will choose a chair.

- iii. The Provost will give the committee a written charge to consider areas of Chapter II of the Handbook for revision.
- iv. The committee will prepare a draft of the proposed revisions.
- v. The committee chair will share the draft with the President and the Provost.
- vi. The committee chair will share the draft with the following groups to gain feedback and work to consensus:
 - a. Faculty Senate President and President-Elect
 - b. Faculty Welfare committee
 - c. Provost's Council and Chairs/Directors Council
- vii. Recommended revisions from the groups will be sent back the committee chair.
- viii. The committee chair and the Provost will meet to discuss the recommended revisions and will work to consensus.
- ix. Repeat steps 6, 7 and 8 until there is consensus and a final draft.
- x. The committee chair and the APC representative will conduct open forum(s) to share the final draft with all faculty.
- xi. The committee chair, APC representative and the Provost will discuss questions raised at the forum(s).
- xii. The Provost will send the final draft to the President and legal counsel for review. The Provost will communicate any changes to the committee.
- xiii. The committee will conduct a vote for all full-time faculty members to endorse the final draft.
- xiv. The Provost will submit the final draft to the Board of Regents for approval.

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CHAPTER II FACULTY EMPLOYMENT POLICIES

I. Introduction

Chapter II, in conjunction with any applicable faculty contract, sets forth the contractual terms and conditions of faculty employment with the University, including the search and selection process, the offer of employment, faculty contracts, types of faculty, duties and responsibilities, faculty development, tenure and promotion, separation from the University, and other policies and procedures. Faculty are also subject to all other university policies as appropriate.

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

The Board of Regents may revise, add, or delete provisions of Chapter II of the Faculty Handbook. Such revisions, deletions or additions to Chapter II shall be effective commencing with the fiscal year (July 1 to June 30) following the date of enactment of the Board of Regents. Such amendments or additions shall be effective for all faculty contracts. The only legal and official copy of this chapter resides in the care, custody and control of the Secretary of the Board of Regents. If questions regarding the current status of any policy arise, consult the official copy. Changes in Chapter II will be distributed to faculty by the Office of the Provost. Acknowledgement of receipt will be indicated by the faculty member's signature on their contract, but the changes will be effective regardless of signature, distribution, or receipt.

This chapter becomes a part of every faculty member's contract of employment unless otherwise indicated in the faculty member's contract. No other chapter of this handbook is part of the contract and cannot be construed as creating or modifying an implied or express contract, guarantee, or assurance of employment or any right to any employment-related term, condition, benefit, or procedure. This chapter is also the only official statement of policies, obligations, responsibilities, rights and privileges pertaining to faculty employment with regard to the policies stated herein. All faculty are required to be familiar with and abide by the terms and provisions of this chapter and all other policies and procedures of the University, as a condition of their employment with the University. Any and all other policies or procedures in this handbook may be changed, modified, eliminated, or deviated from by the University at any time at its sole discretion.

A. Search and Selection

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The President, in consultation with the Provost, is responsible for the review and authorization of overall staffing resources. Vacancies within departments/schools always return to the University for possible reallocation or elimination. The department/school carries out the faculty search process in consultation with the Associate Provost/Provost. In order to maintain a rigorous process that results in hiring the best candidate for a particular position in the

47 department/school, and university, the department/school may bring to campus or interview
48 in virtual formats candidates before a hiring decision is made, if approved by the Provost.
49

50 B. Offer of Employment
51

52 Offers of employment will be made in writing. No contract is valid or binding on the
53 University unless in writing and signed by the President (or an authorized designee) and
54 ratified by the Board of Regents.
55

56 C. Types of Faculty Employment Contracts
57

58 There are five types of faculty contracts: term, non-tenure, tenure-track, tenure, and terminal
59 one-year. The following provisions apply based on the “Type of Contract” indicated in the
60 faculty member’s Faculty Employment Contract.
61

62 i. Term
63

64 A term contract for non-ranked faculty employed for a special need for a school year,
65 semester or shorter period, such as a seven-week block, as indicated in the Faculty
66 Employment Contract. Term contracts are not automatically renewed and expire as
67 indicated therein. The University is not required to notify the term faculty member of
68 non-renewal of the contract.
69

70 ii. Non-Tenure
71

72 A non-tenure contract is generally for titled faculty but may be utilized for ranked
73 faculty employed for a designated period. A non-tenure contract does not require notice
74 of non-renewal. Appointments to positions and promises concerning future
75 appointments, salary increases, parameters of work, and other duties as assigned by the
76 chair/director are not binding upon the University unless made in writing executed by
77 the Provost and approved by the President and the Board of Regents. Time accrued on
78 a non-tenure contract does not count as credit towards tenure, although such credit may
79 be given if agreed to in writing and approved by the Provost, President, and Board of
80 Regents.
81

82 iii. Tenure-Track
83

84 A tenure-track contract is for employment of a ranked faculty member with a terminal
85 degree who shall be considered for tenure pursuant to the tenure process and criteria
86 for tenure and promotion set forth in this chapter when all conditions for consideration
87 for tenure have been met.
88

89 iv. Tenure
90

91 A contract with tenure is for employment of a ranked faculty member confirming that
92 they have met conditions required for tenure as defined in the section entitled “Criteria

93 for Tenure and Promotion” and the Board of Regents has granted tenure to said faculty
94 member.

95
96 a. Definition of Tenure
97

98 Tenure is an arrangement under which a faculty appointment is continued until
99 the faculty member resigns, retires, is discharged for cause, is laid off pursuant
100 to a reduction in force, becomes unable to perform the essential functions of the
101 job (in the case of a faculty member’s disability, the University will consider
102 available reasonable accommodations as required by law), or the tenure is
103 terminable as otherwise authorized by this handbook.
104

105 v. Terminal One-Year
106

107 A terminal one-year non-renewable contract is for employment of a faculty member
108 who has been on tenure-track (including years granted toward tenure) for at least three
109 years but no more than six years and is notified by February 1 that their tenure-track
110 contract will not be renewed.
111

112 The term “terminal one-year non-renewable contract” as used in this chapter shall not
113 prevent Northwest, in its sole discretion, from retaining a faculty member as a titled
114 faculty on a term contract at any rate deemed appropriate by Northwest.
115

116 D. Types of Faculty
117

118 There are two types of faculty at Northwest: titled faculty and ranked faculty. Titled faculty
119 are not eligible for the tenure-track and receive either term or non-tenure contracts. Ranked
120 faculty are contracted either on the non-tenure or tenure-track or have already achieved tenure.
121 Administrative officers may be considered ranked faculty. Ranked faculty may be full-time or
122 part-time. Academic credentials required for each title or rank are established in accordance
123 with national accreditation standards.
124

125 i. Definition of Full-Time and Part-Time Faculty
126

127 a. Titled Faculty
128

129 1. Full-Time Titled Faculty
130

131 Full-time titled faculty are those appointed to teach 24-26 hours per nine-
132 month contract, except for the Online Lecturer position which will teach
133 30-32 hours per twelve-month contract. They are eligible to receive
134 faculty development benefits and educational leave subject to conditions
135 defined in this chapter. They may vote in faculty governance matters,
136 unless prohibited by the faculty governing unit.
137

138 2. Part-Time Titled Faculty

139
140 A part-time titled faculty member is a person whose obligations constitute
141 less than 24-26 credit hours per nine-month contract. Benefits to these
142 faculty members are in accordance with current university practice. With
143 regard to faculty governance, any voting rights and representation are
144 determined by Faculty Senate and the Faculty Constitution.

145
146 b. Ranked Faculty

147
148 1. Full-Time Ranked Faculty

149
150 Full-time ranked faculty are those appointed to one of the three academic
151 ranks of Assistant Professor, Associate Professor, or Professor and whose
152 obligations constitute a full-time workload of 24-26 credit hours per nine-
153 month contract year (see [Teaching and Professional Development](#) below).
154 They are eligible to receive fringe benefits, faculty development benefits
155 and educational and sabbatical leaves subject to conditions defined in this
156 chapter. They are entitled to be reviewed for tenure and promotion subject
157 to conditions defined in this chapter. They may vote in faculty governance
158 matters, unless prohibited by the faculty governing unit.

159
160 2. Part-Time Ranked Faculty

161
162 A part -time ranked faculty member is a person appointed to one of the
163 three academic ranks of Assistant Professor, Associate Professor, or
164 Professor and whose obligations constitute less than a full-time workload.
165 Benefits to these faculty members are in accordance with current
166 university practice. With regard to faculty governance, any voting rights
167 and representation are determined by Faculty Senate and the Faculty
168 Constitution.

169
170 **II. General Information for All Faculty**

171
172 A. Faculty Development

173
174 i. Orientation Process

175
176 The faculty orientation process introduces new faculty into the Northwest culture. New
177 faculty members are presented with an overview of their department/school, college,
178 and the University, and the important role they are expected to play in each. The faculty
179 member must participate in the orientation process. The department chair/school
180 director and members of the department/school will assist the new faculty member in
181 this process. The department chair/school director will visit with the new faculty
182 member periodically to make sure that they are receiving adequate or appropriate
183 mentoring.

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ii. Professional Development

Northwest’s professional development process includes mentoring, peer observation, an annual faculty evaluation, and training and development opportunities from Northwest and as appropriate to one’s discipline. The annual faculty evaluation process is a developmental process that is distinct from Northwest’s tenure evaluation process, which is also set forth in this chapter.

iii. Faculty Annual Evaluation

a. The Process

Northwest’s annual faculty evaluation process 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 performance of all faculty is evaluated in accord with their department/school, discipline, rank/title, and assignment. The department/school is responsible for maintaining and updating a clear set of expectations based on the evaluation criteria outlined in this chapter. Faculty evaluation is based on the department’s/school’s formal criteria for teaching and professional development, scholarship/creative activities (as appropriate to the faculty position), and service and student support (as noted in [Additional Evaluation Issues](#) below). The faculty member must demonstrate that they have met or exceeded the criteria. The percentages that may be applied toward teaching and professional development, scholarship/creative activities, and service and student support are set and communicated in writing by the faculty member as approved by the department chair/school director.

b. Administration of the Evaluation of Faculty

The department chair/school director, in consultation with the Associate Provost, is responsible for the evaluation of faculty members. The department chair’s/school director’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 Provost.

c. Additional Evaluation Issues

1. Departments/schools have the responsibility to develop and assign the range of weights to the criteria for each of the areas in which a faculty member will be evaluated. The criteria and weights must reflect the mission of the department/school as well as future directions for faculty growth. Departments/schools will be responsible for reviewing,

- 231 modifying and enhancing the quality of their evaluation criteria on an
232 annual basis and will submit any changes made to the Associate
233 Provost and/or Provost for approval. Modifications take effect in the
234 following academic year.
235
- 236 2. These criteria will guide the assessment of performance of the faculty
237 members evaluated.
238
- 239 3. Department/school evaluation procedures must include a self-evaluation
240 component.
241
- 242 4. The evaluation process will recognize the differences in responsibilities
243 for faculty operating pursuant to different types of contracts. Tenure-
244 track and tenured faculty will be evaluated on their performance in the
245 areas of teaching and professional development, scholarship/creative
246 activities, and service and student support. Faculty members holding
247 non-tenure contracts will be evaluated on their performance in the areas
248 of teaching and professional development and service and student
249 support. Faculty members holding term contracts may have all of their
250 contract responsibilities in the areas of teaching/professional
251 development and will be evaluated accordingly.
252
- 253 5. Faculty shall establish professional goals at the beginning of each
254 evaluation year in consultation with their department chair/school
255 director. Percentages devoted to each workload category (i.e., teaching
256 and professional development, scholarship/creative activities, and
257 service and student support) are determined and a list of individual
258 goals is created in the context of departmental/school, college, and
259 university goals.
260
- 261 6. Students evaluate all courses in which they are enrolled. Course
262 evaluations in courses with five or more students will be included in
263 the evaluation of faculty.
264
- 265 7. Student course evaluation results are used as one part of the discussion
266 with the department chair/school director to allow faculty members to
267 analyze their strengths and weaknesses and develop strategies for
268 improvement; to evaluate faculty teaching for tenure and promotion
269 decisions; and, aggregated with other faculty member results, to track
270 teaching performance at the department chair/school director and
271 college levels.
272
- 273 8. Each full-time and part-time faculty member will receive an annual
274 evaluation regarding their performance at Northwest. This evaluation
275 shall include a conference with the department chair/school director at

276 which time the faculty member's effectiveness relative to the
277 evaluation criteria and goals are articulated and discussed.

278
279 9. Faculty members who have administrative responsibilities will be
280 evaluated as an administrator by their supervisor for that portion of
281 their workload. The minimum percentages for teaching and
282 professional development, scholarship/creative activities, service and
283 student support may be reduced within the departmental/school plans
284 to account for an administrative load.

285
286 10. During the first semester of a faculty member's first year of
287 employment, the department chair/school director with the new faculty
288 member will review in detail the department's/school's faculty
289 evaluation criteria.

290
291 **B. Faculty-to-Faculty Mentorship**

292
293 Each new faculty member will be assigned a mentor, from within or outside the faculty
294 member's department/school. A faculty mentor's duties may include advice on instruction,
295 advisement, scholarship/creative activities, service and student support, tenure and promotion,
296 yearly evaluation, Third- and Fifth-Year reviews, as well as other institutional procedures and
297 processes. The department chair/school director, members of the department/school, and
298 designated mentor will assist the new faculty member within the guidelines of the mentorship
299 program directed by the Provost.

300
301 **C. Faculty Leaves**

302
303 **i. Sabbaticals**

304
305 To be eligible for funding, sabbatical leaves must have the potential to contribute
306 tangibly to a faculty member's professional development and/or university goals. The
307 number of leaves with salary granted during any one year will be determined by the
308 budget and actions of the Provost, President, and Board of Regents. Sabbatical leaves
309 will be considered under the following guidelines:

310
311 a. Full-time faculty must have served at Northwest for at least three full years at
312 rank to be eligible for a sabbatical. Titled faculty members are not eligible for
313 sabbatical leaves.

314
315 b. Applications are submitted to the faculty member's department chair/school
316 director, Associate Provost, and the Provost on or before November 20 of the
317 academic year prior to the year for which the leave is requested. Each
318 application will be reviewed by the faculty member's department chair/school
319 director, Associate Provost, and the Provost. A detailed statement of the
320 purpose of the leave and projected outcomes must be included in the

321 application. All applicants will be notified in writing of the final decision
322 regarding their applications by the Provost.

323
324 c. Sabbatical leaves are not an entitlement; they are granted for purposes that
325 enhance attainment of the University’s mission and advance the individual
326 faculty member’s professional growth. Following the sabbatical leave, the
327 faculty member will submit to the Provost and to the appropriate department
328 chair/school director and Associate Provost a report of professional activities
329 while on leave. In addition, the faculty member, upon the completion of the
330 sabbatical, will be responsible for presenting their findings to the University at
331 large and to other interested parties.

332
333 d. Sabbatical leaves are not granted to pursue advanced degrees.

334
335 e. Salary for the period of the leave will be 50% of the median pay established by
336 the [Northwest Salary Program](#) for the applicant’s position. Faculty members
337 on sabbatical leave will participate in the retirement program and will have their
338 fringe benefits paid by the University at the same rate as if they were not on
339 leave.

340
341 f. In computing years of service that apply toward eligibility for promotion and
342 salary consideration, the time spent on sabbatical leave will be counted as full-
343 time service.

344
345 g. Faculty members on leave will be evaluated in accord with their agreed upon
346 assignment during the leave period.

347
348 h. Faculty granted a sabbatical leave with pay shall agree to serve at least two more
349 consecutive academic years on the faculty of Northwest and will be required to
350 sign legal documents assuring fulfillment of this commitment. Faculty who
351 leave prior to the two consecutive academic years are responsible for
352 reimbursing a portion of their pay prorated to the length of the commitment of
353 which they are opting out.

354
355 i. The Provost, the President, and the Board of Regents reserve the right in their
356 sole discretion to refuse a request for leave.

357
358 ii. Educational Leaves

359
360 Only full-time, ranked faculty, Instructors, and Senior Instructors are eligible for
361 educational leave. Leaves for ranked faculty members to return to graduate school to
362 work toward an advanced degree require a positive recommendation by the Provost,
363 President, and Board of Regents approval. The number of educational leaves granted
364 during any one year will be determined by the budget and actions of the Provost,
365 President, and Board of Regents. The Provost, President, and Board of Regents reserves

366 the right to refuse to grant a leave request. Educational leaves are subject to the
367 following guidelines:

- 368
- 369 a. In recognition of at least three years of continuous service, ranked faculty,
370 Instructors, and Senior Instructors may be granted educational leave not to
371 exceed the equivalent of one academic year. Applications for extensions
372 without pay may be considered.
373
- 374 b. Applications for educational leaves shall be submitted no later than November
375 20 of the year prior to the academic year for which the leave is requested. A
376 detailed statement of the purpose of the leave which will include the name of
377 the institution to be attended and a statement of anticipated progress toward
378 degree/program completion to be made during the period of the leave must be
379 attached to the application. All applicants will be notified in writing of the final
380 decision.
381
- 382 c. The purpose of the leave must be for attendance at an accredited institution of
383 higher learning or otherwise adding to one's professional competence or
384 usefulness in a manner approved by the President or their designee. When a
385 faculty member is granted a leave for the purpose of attending an institution of
386 higher learning, the faculty member must enroll on a full-time basis.
387
- 388 d. Salary for the period of the leave will be 50% of the median pay established by
389 the [Northwest Salary Program](#) for the applicant's position. Faculty members
390 on educational leave will participate in the retirement program and will have
391 their fringe benefits paid by the University at the same rate as if they were not
392 on leave.
393
- 394 e. In computing years of service that will apply toward eligibility for promotion,
395 tenure and salary considerations, time spent on educational leave will be
396 counted if approved by the Provost. Maximum credit to be received will be one
397 year.
398
- 399 f. Faculty members on leave will be evaluated in accord with their agreed upon
400 assignment during the leave period.
401
- 402 g. The faculty member granted an educational leave with pay shall agree to serve
403 at least two consecutive years after the leave concludes on the faculty of
404 Northwest and will be required to sign legal documents assuring this
405 commitment. Faculty who leave prior to the two consecutive academic years
406 are responsible for reimbursing a portion of their pay prorated to the length of
407 the commitment of which they are opting out.
408
409
410
411

412 iii. Exchange Leaves
413

414 Full-time, ranked faculty members may apply for leave for the purpose of exchanging
415 positions with a faculty member at another institution. Titled faculty are not eligible for
416 exchange leaves. The number of exchange leaves granted during any one year will be
417 determined by the budget and actions of the Provost, President, and Board of Regents.
418 The Provost, President, and Board of Regents reserves the right to refuse a leave
419 request. Exchange leaves are subject to the following guidelines:
420

- 421 a. Any exchange leave, when agreed to by the institution and the individual
422 involved, is to be granted for purposes that will enhance the University and the
423 development of the faculty member.
424
- 425 b. The Provost may commit the University to assist the faculty member with
426 travel expenses incurred because of the exchange. This policy does not cover
427 moving expenses.
428
- 429 c. In computing years of service that will apply toward eligibility for tenure and
430 promotion, and salary considerations, time spent on exchange leave will be
431 counted if recommended by the Provost and President and approved by the
432 Board of Regents. Maximum credit to be received will be one year.
433
- 434 d. Faculty members on leave will be evaluated in accord with their agreed
435 assignment during the leave period and payment terms will be set at the
436 discretion of the Provost and Human Resources.
437

438 iv. Leaves without Pay
439

440 a. Leave of Absence not previously addressed
441

442 Full-time faculty members who have been at the University for a minimum of
443 three years may request a leave of absence without pay. Such absences must be
444 approved in advance by the Provost and may be denied by the Board of Regents.
445

446 A leave of absence may be for a specified period of time, at the discretion of the
447 University. Failure to return to work on the first scheduled working day following
448 a specified period of leave of absence may result in termination of employment as
449 of the last day actually worked. Returning to work from an indefinite leave of
450 absence requires the prior approval of the University.
451

452 During the period of absence, the University will pay insurance costs as though
453 the employee was actively working. If the employee is carrying extended coverage
454 or family benefits, arrangements must be made with the Director of Human
455 Resources to pay these costs directly to the University. An employee who does
456 not return from a leave of absence agrees to repay the University for the cost of

457 benefits during the leave as specified in the contract providing for the leave of
458 absence. Sick leave benefits will not accrue during unpaid leaves.

459
460 v. Additional Leaves

461
462 The University sets forth its policies on other legally authorized leaves of absence
463 elsewhere as described in the Employee Handbook.

464
465 D. Faculty Advisory Committee on Tenure and Promotion

466
467 This committee is charged with the responsibility of making advisory recommendations to the
468 Provost on all applications for tenure and promotion. These recommendations are advisory
469 only and are not binding on the Provost, the President or the Board of Regents.

470
471 i. Eligibility and Structure

472
473 Tenured Professors who are not department chairs/school directors or Associate
474 Provosts are eligible to serve. The term of service on the committee is two years. The
475 committee will include one faculty member from each of the five academic departments
476 within the College of Arts and Sciences and one from each of the six professional
477 schools. Elections are staggered so that half of the committee membership is new each
478 year. No department/school will have more than two representatives. The Provost will
479 serve as an ex officio member and as chair. The EEO officer has the authority to order
480 a revote if the elected committee is not representative of the faculty demographics.

481
482 ii. Election Procedures

483
484 As the two-year terms of present members expire, each department/school within the
485 voting schools/college with eligible faculty members will nominate up to two eligible
486 tenured Professors on the date indicated in the Faculty Senate Constitution and By-
487 laws. The results shall be forwarded to the Faculty Senate President.

488
489 The Faculty Senate will conduct elections by the date indicated in the Faculty Senate
490 constitution and by-law of the persons to succeed faculty whose terms have expired on
491 the Committee. The President of the Faculty Senate will forward the results of the
492 elections to the Provost on or before the last class day of the spring term.

493
494 In the event of a tie, a run-off election will be conducted. In the event of a committee
495 vacancy, the faculty member receiving the next highest number of votes in each
496 college/school with the vacancy will be selected to serve out the remainder of the term.

497
498 iii. Guidelines

499
500 The following principles are to guide the deliberations of the Faculty Advisory
501 Committee on Tenure and Promotion and must be set forth in its initial meeting:
502

- 503 a. All deliberations of the committee shall be confidential as allowed by law,
504 including the names of those who are applying for tenure and promotion. Only
505 the number of candidates applying for each rank is to be made public
506 knowledge.
507
508 b. The only criteria relevant to the discussion of suitability for tenure and
509 promotion are those stated in this chapter.
510
511 c. The committee will be allowed to review the applications for tenure and
512 promotion, but those files along with the files of the committee members must
513 remain in the custody of the Provost's Office.
514
515 d. The overall suitability for tenure and promotion will be expressed by secret
516 ballot for each candidate. A count of ballots will be made immediately after
517 each vote and shared with the committee. A simple majority vote is required to
518 indicate approval by the committee. The Provost will retain the ballots. In the
519 case of a tie vote, the applicant will not be recommended for promotion. All
520 votes on candidates considered by the committee will be recorded Yea/Nay and
521 forwarded along with recommendations to the Provost, President, and Board of
522 Regents.
523

524 E. Separation from the University

525 i. Resignation

526 Any faculty member who desires to terminate their employment should present a
527 written resignation to the Provost prior to the commencement of the next academic
528 year.
529
530

531 ii. Non-renewal of Contract for Tenure-Track Faculty

532 A tenure-track faculty member is to be notified of non-renewal of contract according
533 to the following:
534

535 During the first year of employment, notification of non-renewal shall be given
536 in writing on or before March 1.
537

538 During the second and third year of employment, notification of non-renewal
539 shall be given in writing on or before February 1.
540

541 After the third year of employment, notification of non-renewal shall be given
542 in writing on or before February 1, in which case a terminal one-year non-
543 renewable contract may be offered.
544
545
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549 iii. Termination or Suspension for Cause During the Contract Period (i.e., Termination
550 “For Cause”)
551

552 The following provisions apply regarding the termination or suspension of faculty
553 during the period of their contract. No faculty member will be so removed except “for
554 Cause,” which is defined as incompetency, neglect, inability, or refusal to perform
555 their duties, dishonesty, drunkenness, or immoral conduct. Such “Cause” may be
556 found in, but is not necessarily limited to, violation of Faculty Handbook or other
557 university policy or violation of the law in connection with the performance of duties
558 with the University. Tenure-track and tenured faculty members will not be removed
559 until after ten academic days’ notice (an “academic day” is defined as a regularly
560 scheduled day of instruction at the University), in writing, stating the nature and causes
561 of termination. The tenure-track or tenured faculty member will have the opportunity
562 to present a defense to the Board of Regents with or without counsel and be allowed
563 to introduce testimony that will be heard and ruled upon by the Board of Regents as
564 detailed in the procedure below. Term and non-tenure track faculty may be removed
565 immediately upon written notice. That decision shall be final.
566

567 A relevant job-related conviction or guilty plea is grounds for termination of
568 employment or non-selection of a candidate. Convictions and guilty pleas include all
569 felonies and misdemeanors except minor traffic violations in relation to any position
570 which does not require driving. For positions that require operation of a motor vehicle,
571 the terms “conviction” and “guilty plea” shall include minor traffic violations where
572 frequency or conditions warrant.
573

574 To implement these provisions the following procedures shall apply (these procedures
575 do not apply to the non-renewal of faculty contracts or to the termination of term or
576 non-tenured faculty):
577

578 When the President or their authorized representative (in this subsection “Presidential
579 Representative”) determines that it may be necessary to remove or suspend a tenured
580 or tenure-track faculty member under the provisions herein, the President or their
581 authorized representative will confer with the faculty member concerning the reasons
582 for the potential termination or suspension. If the matter cannot be resolved by mutual
583 agreement, the President or their authorized representative will present the faculty
584 member with a statement of the reasons for their termination or suspension in writing.
585 These reasons will either be presented to the faculty member personally or be sent to
586 the faculty member by certified mail to the mailing address listed with the University.
587 For term and non-tenured faculty members, this decision is final.
588

589 No tenure-track or tenured faculty member will be terminated or suspended from their
590 position until ten academic days after the presentation of written notice unless there is
591 reasonable belief of danger to life, property or the general welfare of the students or
592 campus community if they remain in their position. Such determination is at the sole
593 discretion of the President or the Provost. Notice of termination or suspension will be
594 given in writing. Salary will not be affected during the period of suspension.

595
596 If a tenure-track or tenured faculty member decides to contest the termination or
597 suspension, they must file a request for a hearing with the University President and
598 the presiding officer of the Faculty Senate within ten academic days of receiving
599 written notification of termination.

600
601 If the tenure-track or tenured faculty member requests a hearing within ten academic
602 days of notification, the Faculty Hearing Committee will meet within five working
603 days, consistent with allowing the President or their representative and the accused
604 faculty member time to gather evidence, including witnesses, to substantiate or refute
605 the charges. (See the [Appeals Procedure](#) for more details regarding the Faculty
606 Hearing Committee.) If no request for a hearing is made within ten academic days, the
607 matter is deemed final and there will be no further right of hearing or appeal. The
608 tenure-track or tenured faculty member's contract will be deemed terminated and their
609 salary will be discontinued.

610
611 If the request is made within ten academic days, the Faculty Hearing Committee will
612 hear the issues and make recommendations to the President and the faculty member
613 relative to its findings. Only the President can release results of the Faculty Hearing
614 Committee.

615
616 No tenure-track or tenured faculty member may have their case heard by the Board of
617 Regents until after their case has been heard by the Faculty Hearing Committee and
618 its recommendations or findings made known to both the President or their authorized
619 representative and the faculty member. Within five days after the Committee's
620 delivery of its report, such faculty member may choose to appeal to the Board of
621 Regents for a final decision. The recommendations or findings of the Faculty Hearing
622 Committee are advisory to the President and the Board. The Board has sole and final
623 authority in all decisions regarding dismissal or suspension of the faculty member.

624
625 The University may extend any deadline in this "Termination or Suspension for Cause
626 During the Contract Period" section, in its sole discretion, for good cause.

627
628 **F. Emeritus/a Faculty**

629
630 **i. Appointment to Emeritus/a Faculty**

631
632 Northwest provides retired faculty the opportunity to be appointed to the title of
633 emeritus/a faculty upon approval from the Provost, President, and Board of Regents.
634 Faculty who are appointed to this title will be selected based upon their distinguished
635 and exemplary contributions to the University.

636
637 **ii. Qualifications**

638
639 Necessary qualifications are:

640

641 a. Faculty with at least 10 years of service who retire from Northwest with tenure
642 or at the title of Senior Instructor will be considered.

643
644 b. Any faculty with at least 15 years of full-time service who retire from Northwest
645 will also be eligible.

646
647 iii. The Process

648 The process to earn emeritus/a status is as follows:

649
650
651 a. The retired faculty member makes a request to their chair/director or a colleague
652 to nominate them for this status, or a colleague/chair/director requests
653 permission from the retired faculty to be nominated.

654
655 b. The nominee will then provide the chair/director a copy of their most recent vita
656 and an application for emeritus/a status.

657
658 c. The chair/director will present the nomination to the faculty member's academic
659 department/school for a vote of support or non-support. All full-time faculty,
660 excluding term appointments, are eligible to vote.

661
662 d. The chair/director will submit to the Associate Provost a recommendation letter
663 indicating support or non-support of the nomination and will include the
664 outcome of the department/school vote.

665
666 e. The Associate Provost will submit to the Provost a recommendation letter
667 indicating support or non-support of the nomination and will include the
668 chair/director recommendation letter.

669
670 f. If the Provost supports the nomination, it will be forwarded to the President for
671 consideration.

672
673 g. If the President supports the nomination, it will then go to a vote of the Board
674 of Regents, who will bestow emeritus/a status on the retiring faculty member.

675
676 h. If the President does not support the nomination, the process will end.

677
678 G. Reduction in Force

679
680 Reduction in force is a mechanism of last resort.

681
682 Any decision resulting in the growth, realignment, or reduction of faculty must be guided by
683 a fundamental consideration for the well-being of the University as a whole. This
684 consideration includes providing services as mandated by the state legislature, maintaining
685 sufficient financial resources to continue operation, responding to the demands for higher
686 education by the citizens of Missouri, and maintaining sufficient standards to retain

687 accreditation as a university. Furthermore, as an aspect of maintaining the well-being of the
688 University, program integrity must be maintained by providing sufficient faculty resources to
689 guarantee that instruction is offered in subjects of highest need and demand. Although
690 responsible safeguards for faculty tenure and seniority must be provided, program integrity
691 will be of paramount importance in faculty reduction considerations.
692

693 Prior to the implementation of procedures of reduction, other remedies must be fully explored
694 and attempted. Examples of remedies include reduction through attrition, incentives for early
695 retirement, retraining of present faculty to teach in areas of higher demand or alternate
696 assignments including placement in administrative and staff positions, if possible by common
697 agreement between the faculty member and the University.
698

699 In the case of a general reduction of faculty numbers, as opposed to the elimination of a
700 program or department or school, final decisions must consider, in the following order, the
701 well-being of the University, program integrity, tenure, and the seniority of faculty defined
702 by years of service.
703

704 The possibilities of early retirement must be explored before consideration is given to other
705 means of personnel reduction. No faculty member, however, should be forced to retire early
706 in order to achieve a reduction in force. Tenured faculty may be assigned to other academic,
707 administrative or staff positions needing personnel when the faculty member's qualifications
708 meet or exceed those required by the position. Salary and other considerations of employment
709 will not exceed those normally associated with the administrative or staff position. If the
710 reappointment is to an internal academic position, the rank of the transferred faculty member
711 will not change.
712

713 If after consultation with the Provost, Associate Provost and department chair/school director,
714 the President determines that a reduction in force is needed and requires the elimination of a
715 complete department/school or a program within a department/school, a preliminary report
716 will be prepared reflecting the views of the President regarding the recommended reduction.
717 When the process of preparing such a report formally commences, the following steps will be
718 taken:
719

- 720 i. The Provost will inform the President of the Faculty Senate that a reduction in force
721 report is being prepared.
722
- 723 ii. The Faculty Senate President will compile a list of eligible faculties to serve on an ad
724 hoc Reduction in Force Faculty Advisory Committee. The list will be distributed to
725 all full-time faculty in the form of a ballot. Eligible faculty are those with tenure and
726 rank who are not presently serving in any administrative capacity (department
727 chair/school director, Associate Provost or other administrative capacity). Faculty
728 members or partners of faculty targeted for deletion are ineligible to serve.
729
- 730 iii. The entire faculty will elect an eleven-member ad hoc Reduction in Force Faculty
731 Advisory Committee. Each faculty member will vote for one faculty member from
732 each department/school. Faculty members receiving the highest number of votes will

733 constitute the ad hoc Reduction in Force Faculty Advisory Committee. A lottery
734 drawing will be used to break ties.

735
736 iv. The President's preliminary report will be submitted to the ad hoc Reduction in Force
737 Faculty Advisory Committee and the targeted department(s)/school(s) for review.

738
739 v. The faculty within the targeted department(s)/school(s) will be given ten working days
740 to formulate a response (if they so desire) for consideration by the ad hoc committee.
741 If the faculty within the department(s)/school(s) do not object to the preliminary
742 report, the President will be free to make their recommendation to the Provost,
743 President, and Board of Regents.

744
745 vi. If the faculty within a targeted department/school objects in writing to the preliminary
746 report, the ad hoc Reduction in Force Faculty Advisory Committee will meet to hear
747 such objections plus review other relevant information. Members of the committee
748 will select their own leadership and determine their own rules of operation.

749
750 vii. Within 15 working days from the time it receives an appeal from the targeted
751 department(s)/school(s) (25 working days following its election), the ad hoc
752 committee will forward its recommendations to the President.

753
754 viii. The President will transmit their recommendations along with the ad hoc committee's
755 recommendations to the Provost, President, and Board of Regents for final action at
756 the next meeting of the Board of Regents.

757
758 ix. Within five working days after the Board of Regent's decision, the President will notify
759 the targeted department(s)/school(s) and the Faculty Senate President of the Board's
760 decision.

761
762 x. If the department(s)/school(s) is/are eliminated, the administration will explore options
763 for relocating displaced faculty. A tenured faculty member who loses their position
764 will be placed on a recall list for two years. They will have access to a list of personnel
765 vacancies as they occur and will be rehired to positions for which they are as or more
766 qualified than a non-campus applicant, including their own position if re-justified. (A
767 list of openings will be posted by the Office of Human Resources and made available
768 upon request.)

769
770 In targeting areas or department(s)/school(s) for possible reduction, and in reviewing
771 appeals, the following issues must be considered. The listing should not be construed
772 as being in priority order.

- 773
774
- The quality of the curriculum offered within the department(s)/school(s).
 - The quality and preparation of the faculty teaching within the department(s) / school(s).
 - The centrality of the department(s)/school(s) to the University's mission.
 - Services the department(s)/school(s) provides to non-majors.
- 775
776
777
778

- 779 • The facilities and equipment required in support of the department(s)/school(s).
- 780 • The number of majors enrolled in the department's/school's degree program(s).
- 781 • The demand for graduates from the department's/school's program(s).
- 782 • The competitive standing of the department(s)/school(s) vis-a-vis similar
- 783 departments/schools at other institutions in the region.
- 784 • The potential impact on the region of closing the department(s)/school(s).
- 785 • The income/expense ratio of operating the department(s)/school(s).
- 786

787 Except in the case of financial exigency, tenured faculty members who are
788 discontinued for reasons of reduction in force will be advised of such a decision by
789 March 31 of the year prior to the academic year for which their contract is terminated.
790 Other faculty will be given notice as indicated in this chapter except in cases of
791 financial exigency. Nothing in these guidelines, however, shall prevent
792 discontinuation of any non-tenured faculty for other reasons.
793

794 H. Retreat Rights for Administrators

795

796 Administrators granted tenure at the time of employment or who earned tenure as faculty
797 members at Northwest retain tenure as a faculty member within the discipline in which tenure
798 was granted initially.
799

800 A tenure-track contract may be awarded to administrators who choose to return to full-time
801 teaching responsibilities when they were not granted tenure at the time of employment or did
802 not earn tenure as a faculty member at Northwest. They will then be subject to all policies and
803 regulations governing the granting of tenure to tenure-track faculty at Northwest.
804

805 Administrators may be employed with rank, and a contractual provision for retreat rights for
806 early tenure review in accordance with university policies and criteria on tenure, upon the
807 recommendation of the President and approval by the Board of Regents. However, before such
808 appointment shall be made, the department/school and college shall be consulted as to the
809 appropriateness of such a faculty appointment. Tenure shall not be granted prior to the
810 completion of three years of service to the University as a full-time faculty member.
811

812 Administrators returning to faculty status who are awarded a tenure-track contract with faculty
813 rank and who have been employed under a faculty and administrative contract will be granted
814 a salary equivalent to the faculty component of that faculty and administrative contract.
815 Administrators who have been employed under an administrative-only contract in such a
816 circumstance shall be awarded a tenure-track contract salary that considers years of service in
817 higher education in both administrative and faculty positions and the individual's historical
818 record of scholarly/creative accomplishments. Issues related to service should be resolved
819 when the administrator is initially contracted with the University.
820

821 I. University Policies Pertinent to Faculty

822

823 For University policies not included below, consult the [Policy Library](#) and Employee
824 Handbook.

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i. Faculty Freedoms and Responsibilities

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

Academic freedom provides extensive protection for inquiry and speech while recognizing the correlative responsibilities of adhering to standards of professional conduct and performance, upholding one’s duty to the institution, and respecting for the dignity of colleagues, students, and other members of the University community are met.

Northwest employees and students participating in creative, basic, and applied research, and other scholarly activities are expected to adhere to professional standards, demonstrate fiscal responsibility, and comply with regulatory processes. Research involving human subjects or animals must be approved in advance by either the Institutional Review Board or Animal Welfare Committee, as appropriate. The University will provide guidance, training, and oversight to ensure integrity in all creative, research, and scholarly activities.

a. Academic Freedom

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

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

“Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

“College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special

871 position in the community imposes special obligations. As scholars and
872 educational officers, they should remember that the public may judge their
873 profession and their institution by their utterances. Hence, they should at all times
874 be accurate, should exercise appropriate restraint, should show respect for the
875 opinions of others, and should make every effort to indicate that they are not
876 speaking for the institution.” (B. Robert Crazier, ed., “1940 Statement of
877 Principles on Academic Freedom and Tenure with 1970 Interpretive Comments,”
878 *American Association of University Professors Policy Documents and Reports*,
879 Eleventh Edition, 2015, 79-90.)
880

881 b. Professional Ethics
882

883 Northwest subscribes to the belief that self-regulation is preferable to any
884 externally imposed discipline. In this regard, the University faculty shall impose
885 obligations upon individual faculty members that require any serious breach of
886 duties to be judged by colleagues who are well acquainted with the problems and
887 practices of a specialized field. Only in extreme cases of serious violations of
888 professional responsibilities will an academic area regulate itself by calling upon
889 university representation to address issues that could have been avoided either by
890 individual self-control or by departmental/school discipline. Nothing herein is
891 intended to restrict the authority of the Board of Regents or its designees.
892

893 “Professors, guided by a deep conviction of the worth and dignity of the
894 advancement of knowledge, recognize the special responsibilities placed upon
895 them. Their primary responsibility to their subject is to seek and to state the truth
896 as they see it. To this end professors devote their energies to developing and
897 improving their scholarly competence. They accept the obligation to exercise
898 critical self-discipline and judgment in using, extending, and transmitting
899 knowledge. They practice intellectual honesty. Although professors may follow
900 subsidiary interests, these interests must never seriously hamper or compromise
901 their freedom of inquiry.
902

903 “As teachers, professors encourage the free pursuit of learning in their students.
904 They hold before them the best scholarly and ethical standards of their discipline.
905 Professors demonstrate respect for students as individuals and adhere to their
906 proper roles as intellectual guides and counselors. Professors make every
907 reasonable effort to foster honest academic conduct and to ensure that their
908 evaluations of students reflect each student's true merit. They respect the
909 confidential nature of the relationship between professor and student. They avoid
910 any exploitation, harassment, or discriminatory treatment of students. They
911 acknowledge significant academic or scholarly assistance from them. They protect
912 their academic freedom.
913

914 “As colleagues, professors have obligations they derive from common
915 membership in the community of scholars. Professors do not discriminate against
916 or harass colleagues. They respect and defend the free inquiry of associates. In the

917 exchange of criticism and ideas professors show due respect for the opinions of
918 others. Professors acknowledge academic debt and strive to be objective in their
919 professional judgment of colleagues. Professors accept their share of faculty
920 responsibilities for the governance of their institution.

921
922 “As members of an academic institution, professors seek above all to be effective
923 teachers and scholars. Although professors observe the stated regulations of the
924 institution, provided the regulations do not contravene academic freedom, they
925 maintain their right to criticize and seek revision. Professors give due regard to
926 their paramount responsibilities within their institution in determining the amount
927 and character of work done outside it. When considering the interruption or
928 termination of their service, professors recognize the effect of their decision upon
929 the program of the institution and give due notice of their intentions.

930
931 “As members of their community, professors have the rights and obligations of
932 other citizens. Professors measure the urgency of these obligations in the light of
933 their responsibilities to their subject, to their students, to their profession, and to
934 their institution. When they speak or act as private persons they avoid creating the
935 impression of speaking or acting for their college or university. As citizens
936 engaged in a profession that depends upon freedom for its health and integrity,
937 professors have a particular obligation to promote conditions of free inquiry and
938 to further public understanding of academic freedom.” (B. Robert Crazier, ed.,
939 “Statement of Professional Ethics,” *American Association of University*
940 *Professors Policy Documents and Reports*, Eleventh Edition, 2015, 91-93.)

941
942 c. Faculty Freedom and Responsibility

943
944 Cognizant of the dangers to academic freedom that may arise from its
945 misunderstanding and abuse, the University subscribes to the following statement
946 of freedom and responsibility:

947
948 “Membership in the academic community imposes on students, faculty members,
949 administrators, and trustees an obligation to respect the dignity of others, to
950 acknowledge their right to express differing opinions, and to foster and defend
951 intellectual honesty, freedom of inquiry and instruction, and free expression on
952 and off the campus. The expression of dissent and the attempt to produce change,
953 therefore, may not be carried out in ways which injure individuals or damage
954 institutional facilities or disrupt the classes of one's teachers or colleagues.
955 Speakers on campus must not only be protected from violence, but also be given
956 an opportunity to be heard. Those who seek to call attention to grievances must
957 not do so in ways that significantly impede the functions of the institution.

958
959 “Students are entitled to an atmosphere conducive to learning and to even-handed
960 treatment in all aspects of the teacher-student relationship. Faculty members may
961 not refuse to enroll or teach students on the grounds of their beliefs or the possible
962 uses to which they may put the knowledge to be gained in a course. Students

963 should not be forced by the authority inherent in the instructional role to make
964 particular personal choices as to political action or their own part in society.
965 Evaluation of students and the award of credit must be based on academic
966 performance professionally judged and not on matters irrelevant to that
967 performance, whether personality, race, religion, degree of political activism, or
968 personal beliefs.

969
970 “It is the mastery teachers have of their subjects and their own scholarship that
971 entitles them to their classrooms and to freedom in the presentation of their
972 subjects. Thus, it is improper for an instructor persistently to intrude material that
973 has no relation to the subject, or to fail to present the subject matter of the course
974 as announced to the students and as approved by the faculty in their collective
975 responsibility for the curriculum.

976
977 “Because academic freedom has traditionally included the instructor's full
978 freedom as a citizen, most faculty members face no insoluble conflicts between
979 the claims of politics, social action, and conscience, on the one hand, and the
980 claims and expectations of their students, colleagues, and institutions, on the other.
981 If such conflicts become acute, and attention to obligations as a citizen and moral
982 agent precludes an instructor from fulfilling substantial academic obligations, the
983 instructor cannot escape the responsibility of that choice, but should either request
984 a leave of absence or resign his or her academic position.” (B. Robert Crazier,
985 ed., “Statement of Freedom and Responsibility,” *American Association of*
986 *University Professors Policy Documents and Reports*, Eleventh Edition, 2015, 94-
987 95.)
988

989 ii. Intellectual Property Rights

990
991 a. Work Undertaken on the Initiative of the Faculty Member

992
993 Except as set forth below, when, on their own initiative, the faculty member
994 produces any Copyright Work (defined as material for which copyright protection
995 may be obtained, including but not limited to, works of authorship, creative works,
996 literary works, computer programs, artistic works, recordings, photographs, slides,
997 motion pictures and audio visual works, including derivative works) or an
998 Invention (defined as any new or useful art, creation, discovery, invention,
999 contribution, finding, and all related know-how) such materials and the intellectual
1000 property rights therein shall remain the exclusive property of the faculty member.
1001 To the extent that any of the Copyright Works undertaken on the initiative of the
1002 faculty member would otherwise be considered a work for hire, the University
1003 hereby assigns such copyright to the faculty member. If in the production of such
1004 Copyright Work or Invention (excluding scholarly articles and monographs,
1005 including textbooks) the faculty member uses university resources, the faculty
1006 member shall reimburse the University in all cases involving substantial use of
1007 university resources. Substantial use of university resources shall mean the
1008 extensive use of any university-paid time or funding, or the extensive use of

1009 facilities, equipment, staff assistance and/or significant administrative support,
1010 including use of dedicated laboratories, dedicated computer centers, and dedicated
1011 equipment.

1012
1013 Copyright Work and Inventions made by individuals on their own time while not
1014 working at the University, not within the scope of such individual's employment
1015 and without the use of university resources, belong to the individual.

1016
1017 If the faculty member receives university support (for example, CITE fellowships,
1018 Academic Initiative grants, release time) then the Copyright Works or Inventions
1019 developed on the faculty member's initiative shall be jointly owned by the faculty
1020 member and the University. To the extent assignments are necessary to create,
1021 register or record such joint ownership, each party hereby agrees to execute such
1022 assignment documents. In the absence of such executed assignments, this
1023 agreement shall serve as the assignment(s). As joint owners of such Copyright
1024 Works or Inventions, each party is entitled to use and exploit the Copyright Work
1025 or Invention. Royalties from commercial sale, use or other exploitation of the
1026 Copyright Work or Invention shall be split fifty percent (50%) to the University
1027 and fifty percent (50%) to the faculty member(s) involved, with the exception of
1028 textbook royalties, which are subject to the Procedure for Northwest Employees
1029 re: Textbook Royalties.

1030
1031 **b. Work Undertaken by the Faculty Member Under Direction of the University**

1032
1033 When, upon the direction of the University, the faculty member produces any
1034 Copyright Work or an Invention such materials and the intellectual property rights
1035 therein shall be jointly owned by the faculty member and the University. To the
1036 extent assignments are necessary to create, register or record such joint ownership,
1037 each party hereby agrees to execute such assignment documents. In the absence
1038 of such executed assignments, this agreement shall serve as the assignment(s). As
1039 joint owners of such Copyright Works or Inventions, each party is entitled to use
1040 and exploit the Copyright Work or Invention. Royalties from commercial sale, use
1041 or other exploitation of the Copyright Work or Invention shall be split fifty percent
1042 (50%) to the University and fifty percent (50%) to the faculty member(s) involved,
1043 with the exception of textbook royalties, which are subject to the Procedure for
1044 Northwest Employees re: Textbook Royalties.

1045
1046 The University may, in appropriate circumstances and after consultation with
1047 the faculty inventor(s), license an Invention as the University, in its discretion,
1048 deems reasonable.

1049
1050 Faculty members who alone, or in association with third parties, whether or not
1051 such third party is employed by the University, create an Invention are
1052 responsible for disclosing the Invention to the University. Such disclosure shall
1053 be made when it can be reasonably concluded that the Invention has been
1054 created, and sufficiently in advance of any publications, presentation, or other

1055 public disclosure to allow time for possible action that protects rights to the
1056 Invention for the creator(s) and the University. Inventors are encouraged to seek
1057 the advice of the appropriate university officer in determining whether the
1058 subject matter is an Invention within the meaning of this policy.
1059

1060 The University, in its sole discretion, will pursue patent protection for any
1061 Invention. Unless otherwise agreed, the University will pay all upfront costs
1062 relating to the filing, prosecution and maintenance of any patent application or
1063 patent for an Invention. The University will have full and complete control over
1064 the filing, prosecution and maintenance of the any patent application or patent
1065 of the Invention. However, the inventor shall have reasonable opportunities to
1066 advise the University, and will cooperate with the University in such
1067 prosecution, filing and maintenance of any patent application or patent. The
1068 inventor shall reimburse the University half of all costs for filing, prosecution
1069 and maintenance of any patent application or patent for any Invention.
1070

1071 If the University notifies the inventor that the University does not wish to pursue
1072 patent protection, prosecution or continue maintenance for any Invention for
1073 any reason, the parties may agree that the inventor will assume all
1074 responsibilities related to the patent process and maintenance of such Invention;
1075 provided that the inventor will reimburse the University for any outstanding or
1076 unreimbursed costs incurred pursuing patent protection or providing
1077 maintenance of such Invention.
1078

1079 The University may, in its sole discretion, waive, transfer, or license to the
1080 creator(s) its rights in any intellectual property when such action does not
1081 conflict with obligations to other interested parties. This could occur, for
1082 instance, if the costs for protecting and developing the intellectual property are
1083 not likely to be matched by anticipated income and royalties.
1084

1085 c. Respect for Copyright of Others
1086

1087 Respect for intellectual property is vital to academic discourse and enterprise. This
1088 principle applies to works of all authors and publishers in all media. It
1089 encompasses respect for the right to acknowledgment, right to privacy, and right
1090 to determine the form, manner, and terms of publication and distribution.
1091

1092 Because electronic information is volatile and easily reproduced, respect for the
1093 work and personal expression of others is especially critical in computer
1094 environments. Violations of authorial integrity, including plagiarism, invasion of
1095 privacy, unauthorized access, and trade secret and copyright violations, will be
1096 grounds for sanctions against members of the academic community. The Owens
1097 Library web site maintains a page that supplies annotated hyperlinks to Web sites
1098 regarding copyrighted materials and educational fair use issues, as well as a
1099 selected listing of current copyright materials located in Owens Library at

1100 Northwest Missouri State University. Faculty members are responsible for
1101 carefully consulting, and complying with, these materials.
1102

1103 iii. Compensation Policies

1104
1105 a. Salary Program

1106
1107 Northwest Missouri State University seeks to build and maintain a high-quality
1108 faculty. As such, Northwest salaries will be compared with Masters I Public
1109 national data to assure our salaries are competitive, but are nonetheless subject to
1110 determination by the Board of Regents. Educational background, experience,
1111 years of service, rank, and discipline may be considered in establishing individual
1112 salaries each year.

1113
1114 The Provost, after consultation with the Associate Provosts and Faculty Senate,
1115 shall make recommendations to the President regarding an annual matrix for
1116 awarding salary increases. Salaries are subject to the performance of the duties
1117 and/or functions for the position as defined in this chapter and/or to the
1118 performance of such other duties as may be assigned. In the event funds do not
1119 materialize to meet the payments, the Board of Regents reserves the right to make
1120 such adjustments as may become necessary.

1121
1122 b. Overload Pay

1123
1124 Whenever an overload is justified, overload salaries are paid on a course credit
1125 basis.
1126

1127 **III. Information for Titled Faculty**

1128
1129 A. Titled Faculty Positions

1130
1131 A titled faculty member is one who has been appointed without rank to one of the positions
1132 listed below. Compensation, benefits, and prerequisites for faculty holding such positions will
1133 be determined on a case-by-case basis by the appropriate Associate Provost in consultation
1134 with the Provost and subject to contract approval by the President (or an authorized designee).
1135

1136 i. Adjunct

1137
1138 A person who might teach a course, serve as a cooperative teacher, off-campus
1139 supervisor of practicums or teacher of record for less than a full (12 hour) load per
1140 semester or block. Duties determined by mutual agreement.
1141

1142 ii. Affiliate

1143
1144 A person whose employment is with a person or organization that is associated with
1145 the University by contract or other special affiliation. This person will carry the title as

1146 a courtesy to the affiliation and will be entitled to only those benefits or rights as
1147 specified in the affiliation contract. Affiliate faculty are not employees or agents of the
1148 University and may not present themselves as such. Inclusion in this chapter does not
1149 create any expressed or implied employment relationship or other contractual
1150 relationship between the affiliate faculty member and the University. Their status
1151 ceases when the affiliation with the affiliate faculty member's employer is terminated.

1152
1153 iii. Artist-in-Residence

1154
1155 A person who renders a specified service to the University based on professional
1156 attainments, creative accomplishments and/or recognition in one's field. Duties
1157 determined by mutual agreement.

1158
1159 iv. Horace Mann and Leet Center Faculty

1160
1161 A person who teaches at Horace Mann Laboratory School or the Leet Center for
1162 Children and Families.

1163
1164 v. Instructor

1165
1166 A person appointed to teach courses in one's area of expertise and has earned at least a
1167 Master's degree from an institution accredited by a U.S. regional accrediting
1168 association or an international accrediting organization recognized by appropriate
1169 governmental authorities as validated by official transcripts. Acceptance of degrees
1170 from individuals graduating from non-American institutions will be decided on a case-
1171 by-case basis. The position generally has a teaching load of 24-26 credit hours per nine-
1172 month contract and includes engagement in professional development, university
1173 service, and student support activities.

1174
1175 vi. Senior Instructor

1176
1177 A person who has served as an Instructor for a minimum of six full years and
1178 demonstrates a sustained record of excellent teaching and meaningful engagement in
1179 professional development activities and university service and student support
1180 appropriate to the discipline.

1181
1182 vii. Lecturer

1183
1184 A person appointed to a department/school on a term contract to teach courses
1185 appropriate to their credentials.

1186
1187 viii. Online Lecturer

1188
1189 A person appointed to a department/school on a 12-month contract to teach courses
1190 appropriate to their credentials. The position generally has a teaching load of 30-32
1191 credit hours per nine-month contract year.

- 1192
1193 ix. Scholar-in-Residence
1194
1195 A person who renders a specified service to the University based on professional
1196 attainments and recognition in one's field of work and/or scholarship.
1197
- 1198 B. Evaluated Duties and Responsibilities of Titled Faculty
1199
1200 Evaluated duties and responsibilities for titled faculty consist of 1) teaching and professional
1201 development and 2) service and student support appropriate to their position. (cf. [Faculty](#)
1202 [Evaluation](#))
1203
- 1204 i. Teaching and Professional Development
1205
1206 Teaching is the primary responsibility of every faculty member at Northwest. At the
1207 minimum, teaching includes designing and delivering course content in compliance with
1208 the University's academic calendar and in alignment with Northwest's institutional
1209 learning outcomes. Faculty are expected to facilitate student success by holding classes
1210 as scheduled, responding to student communication in a timely fashion, following all
1211 syllabi requirements, and using the learning management system and its gradebook.
1212 These attributes are indicative, not exhaustive, of what constitutes teaching at
1213 Northwest.
1214
- 1215 a. Syllabi
1216
1217 Faculty must provide a syllabus for each of their courses in which students are
1218 enrolled.
1219
1220 The syllabus must contain all required sections as determined and
1221 communicated by the Provost.
1222
1223 Faculty have the ability to set course specific policies, such as those related to
1224 attendance.
1225
1226 Any faculty determined or optional syllabus content must agree with the
1227 academic calendar and with relevant university policies as provided in the
1228 [Policy Library](#).
1229
1230 Syllabi should be reviewed with students enrolled in the respective courses and
1231 must be consistently available to all enrolled students.
1232
1233 Syllabi must be on file with the appropriate department chair or school director,
1234 appropriate Associate Provost and the Provost.
1235
- 1236 b. Class Meeting Times and Locations
1237

1238 All exclusively on-ground courses are to meet on the assigned days and at the
1239 assigned time throughout the term in the assigned location. Any permanent
1240 changes to meeting locations and times must be approved by the appropriate
1241 chair or director, and those changes must be documented on the master
1242 schedule.

1243
1244 All blended, remote and online courses, or courses in other format are to meet
1245 in their assigned locations, online or otherwise. They must also meet on the pre-
1246 determined days and times, if applicable. Any permanent changes to meeting
1247 locations and times must be approved by the appropriate chair or director, and
1248 those changes must be documented on the master schedule.

1249
1250 c. Final Examinations

1251
1252 All courses must have a final examination or a summative educational
1253 experience unless an exception is approved by the appropriate Associate
1254 Provost.

1255
1256 Final examinations or summative educational experiences for fall and spring
1257 courses must be held on the day and at the time specified on the university final
1258 examination schedule.

1259
1260 Final examinations and summative educational experiences in summer on-
1261 ground courses are to be conducted during the last class regular class period.

1262
1263 Final examinations or summative educational experiences in online courses or
1264 blended courses that are not meeting during the last regular class period must
1265 schedule their final exams and summative educational experiences as the last
1266 course-related activity.

1267
1268 Final exams and summative educational experiences in courses for which there
1269 is no assigned final exam time or final class period, such as online courses,
1270 should be made available and completed by students as the last course-related
1271 activity.

1272
1273 Students may request to change their final examination schedule due to
1274 exceptional circumstances. The circumstances and procedures allowing
1275 students to change their final examination schedule are provided in the
1276 undergraduate and graduate catalogs.

1277
1278 d. Grade Reporting

1279
1280 Faculty are responsible for reporting grades, including advisory and final
1281 grades, as described in the grading policies in the [Policy Library](#) and according
1282 to the schedule set forth by the Registrar.

1283

1284 Incomplete grades may be given when necessary. The Incomplete Grade
1285 policy is provided in the [Policy Library](#). Current procedures for reporting an
1286 incomplete grade, and the new grade when assignment requirements have been
1287 met, are provided by the Registrar.

1288
1289 e. Laboratory Courses and Additional Courses

1290
1291 Loads for faculty teaching laboratory courses are calculated by adding lab
1292 course credit hours and lab contact hours and dividing by two.

1293
1294 A separate contract is issued for teaching beyond the 24-26 credit hours of the
1295 nine-month contract year. Each contract is contingent on adequate course
1296 enrollment as determined by the Provost.

1297
1298 f. Other Teaching and Professional Development Information

1299
1300 Each faculty member will consult with their department chair/school director
1301 on their work assignments and performance expectations associated with these
1302 assignments.

1303
1304 Other duties under teaching may include creation of new courses and new
1305 modes of teaching as well as supervision of internships, field experiences, and
1306 independent studies. These duties generally do not count as part of the regular
1307 teaching load.

1308
1309 Faculty are expected to engage in professional development activities to
1310 improve their teaching and stay up to date in their discipline, pedagogy, and the
1311 use of technology in instruction as is appropriate to their discipline. There are
1312 internal and external opportunities to assist in this process. Examples of these
1313 include faculty Planning and Development days, Academic Initiative funds,
1314 opportunities with the Learning and Teaching Center, workshops,
1315 videoconferences, Faculty Welfare and other workshops, and a mentor's
1316 guidance. For more information, consult with your faculty mentor and/or
1317 department chair/school director.

1318
1319 A faculty member may apply for partial release time to engage in significant
1320 curriculum development through their department chair/school director, with
1321 the approval of their Associate Provost, the Provost, and the President. Partial
1322 release time may also be provided for approved university assignments
1323 requiring significant blocks of time.

1324
1325 ii. Service and Student Support

1326
1327 All titled faculty members are expected to provide service to the University and support
1328 to students as part of their workload unless the contract stipulates otherwise.
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a. Advisement and Mentorship

Both academic advisement and student mentoring involve helping a student define and achieve educational and profession-based learning goals, proceed through the undergraduate or graduate experience, and establish an educational foundation for life-long learning. All full-time faculty members advise and/or mentor students as directed by the department chair/school director and will be evaluated annually by the department chair/school director for carrying out these responsibilities. Advisees and mentees will be assigned in a way so as to distribute workload throughout the department/school and maximize the skills of department/school members. In certain cases, assignments will be limited to faculty members with specialized training or expertise (e.g., B.S. Ed. programs). Faculty members must be knowledgeable of the University’s curriculum, policies, and procedures in order to provide accurate and timely information to students. Faculty members will not knowingly make representations or commitments that are inconsistent with university policies.

| Advisement | Mentorship |
|---|--|
| Pre-registration meetings & course selection | How to be a successful student |
| How to choose the right core requirements | Connection with other faculty |
| Study abroad processes & forms | How does coursework connect with career |
| Dropping and adding courses | Research opportunities |
| Transfer credits | Internship questions |
| Graduation checks | Career advice |
| Academic credit concerns | Honors program |
| Personal concerns (e.g. health, financial, holds) | Graduate school |
| Access to student success resources (tutoring, writing center, SI). | Assist with course material the faculty member is teaching |
| | Supervision of profession-based learning opportunities |
| | Sponsoring student organizations |

*This is not an exhaustive list.

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 1351

b. Availability to Students

1352 Each full-time faculty member must post a schedule of at least seven office
1353 hours each week for consultation with students and advisees and be responsive
1354 to students' communications in a timely manner. Faculty members are to be
1355 available for appointments with students who cannot appear during regular
1356 office hours due to conflicts. Adjunct faculty members must discuss appropriate
1357 office hours with their respective department chair/school director.
1358

1359 c. Service
1360

1361 All full-time faculty members are expected to serve on departmental/school
1362 committees. Instructors seeking promotion and Senior Instructors are expected
1363 to serve on Faculty Senate and University committees, attend their meetings,
1364 and participate in their work.
1365

1366 First-year faculty are exempt from committee service.
1367

1368 Faculty members may be asked to serve on additional committees, sub-
1369 committees, and task forces, but should carefully consider with their department
1370 chair/school director other workload considerations before agreeing to serve.
1371

1372 Service may also include contribution to one's profession—that is, serving in
1373 an official capacity in a state, regional, national, or international entity related
1374 to one's discipline—or service to the community, provided it is related to one's
1375 discipline.
1376

1377 c. Promotion Introduction
1378

1379 It is the discretion of the Provost, President, and Board of Regents whether or not to grant
1380 tenure and promotion to a titled faculty member. A promotion in rank, title, or tenure and
1381 promotion is not an entitlement, and the responsibility rests solely with the individual faculty
1382 member to demonstrate that they have met or exceeded the criteria set forth in this chapter.
1383 The number of promotions granted each year is not to be impacted by budgetary conditions,
1384 though pay raises for promotions will be subject to such conditions.
1385

1386 For promotion, the faculty member must demonstrate sustained excellence in 1) teaching and
1387 professional development, and 2) service and student support as defined in this chapter and as
1388 established by the University, by submitting a concise portfolio documenting accomplishment
1389 in these areas.
1390

1391 i. Negotiated Years toward Promotion
1392

1393 At the time of an offer of a faculty position, the faculty member may negotiate years of
1394 credit toward promotion if they have experience at an institution that meets appropriate
1395 national or international accreditation standards and the department chair/school
1396 director and Associate Provost have recommended the credit which must be approved
1397 by the Provost.

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ii. Evidence for Promotion

The following are possible, but not the only, ways in which faculty demonstrate excellence in each of the areas of evaluation:

a. Teaching and Professional Development

A faculty member must in their presentation of materials document how their teaching and professional development contributes to effective instructional design, where institutional, program, and student learning outcomes, assignments, and assessments are aligned at the appropriate level of student learning. The presented materials must demonstrate a faculty member's understanding of the learning process and how their teaching is compatible with the process of student learning. Such materials may include but are not limited to:

- Chair's/Director's Letter of Evaluation
- Student feedback, including student course opinionnaire
- Department chair/school director classroom visits
- Course syllabi
- Applications of technology to learning
- Teaching portfolios (teaching loads, course preparations, sample assessment instruments, etc.)
- Supervision of independent studies, practica, etc.
- Receipt of teaching awards or honors
- Participation in instructional workshops/seminars, etc.
- Development of innovative teaching techniques/methods
- New program/course development
- Department/school approved pedagogical activities
- Peer observations
- Participation in Learning and Teaching Center workshops
- Participation in teaching improvement sessions at professional conferences
- Professional development activities determined as appropriate by the department chair/school director/ Associate Provost

*This is an indicative, not exhaustive list.

b. Scholarly/Creative Activities

- Instructors may include scholarly/creative activities for consideration in their promotion portfolio. (cf. [Scholarship and Creative Activities](#))

c. Service and Student Support*

1443
1444 Faculty members must demonstrate their service in support of the University's
1445 mission to enroll and retain students, ensure student success, and provide a
1446 comprehensive and exceptional experience. This service is provided in support
1447 of students and student organizations, to the University community through
1448 departmental/school and Faculty Senate support, and through contribution to
1449 one's professional community.

- 1450
1451
- Student Advisement
 - Student tutoring and/or mentorship
 - University Seminar instruction
 - Recruitment and retention of students
 - Serving as sponsor or advisor of student organizations or other co-curricular activities
 - Receipt of awards or recognition for outstanding service and student support
 - Department/school approved service and student support activities
 - Coordinating a discipline area
 - Mentoring members of the faculty
 - Serving in an elected office or other position of leadership in an international, national, regional, state, or local professional organization
 - Active involvement on Master's or Doctoral Committees or in undergraduate research projects
 - Serving in special assignments for professional organizations (chairing sessions, moderating panels, etc.)
 - Serving as a chair of a major university governance council or Faculty Senate committee
 - Significant participation in university, college or department/school committees/teams

1472
1473 *This is an indicative, not exhaustive list.

1474
1475 iii. Promotion Procedure

1476
1477 a. Departmental/School Committee Procedure

1478
1479 The department chair/school director will make an applicant's promotion
1480 material available to a departmental/school committee composed of all full-time
1481 faculty holding at least the title to which the candidate aspires and who have
1482 completed at least two years of service at Northwest.

1483
1484 The committee will review and discuss the materials provided and the members
1485 will vote individually on the promotion decision.

1486
1487 The department chair/school director will secure a written secret ballot for
1488 promotion from all members of the departmental/school committee. The

1489 department chair/school director will convey those assessments and
1490 recommendations along with their written assessment and recommendation to
1491 the Associate Provost in accordance with the calendar established by the
1492 Provost.

1493
1494 b. Associate Provost's Recommendation
1495
1496 The appropriate Associate Provost shall give a written assessment and
1497 recommendation to the Provost in accordance with the University calendar
1498 established by the Provost.

1499
1500 c. Associate Provost for Graduate Studies' Recommendation
1501
1502 In the case of graduate faculty, the Associate Provost for Graduate Studies
1503 will forward their endorsement or non-endorsement of the Associate Provost's
1504 recommendations to the Provost.

1505
1506 d. The Faculty Advisory Committee on Tenure and Promotion
1507
1508 The Provost serves as chair of this committee. This committee will act in
1509 accordance with the guidelines for tenure and promotion in this chapter. For
1510 committee structure and procedure, refer to the [Faculty Advisory Committee](#)
1511 [on Tenure and Promotion](#) section.

1512
1513 e. Provost's Recommendation
1514
1515 The Provost will present all written recommendations, including their own,
1516 and the vote of the Faculty Advisory Committee on Tenure and Promotion to
1517 the President. If the vote of the tenured faculty of the department/school and
1518 the recommendations of the department chair/school director, Associate
1519 Provost, and Provost do not agree, the Provost will arrange a conference with
1520 all parties to the decision. The series of recommendations and any conferences
1521 to discuss these recommendations shall be considered in the Provost's
1522 recommendation to the President.

1523
1524 f. President's Recommendation
1525
1526 The President will convey to the Board of Regents all of the recommendations
1527 for promotion from faculty and administrative units including their
1528 recommendation.

1529
1530 g. Timeline Requirement
1531
1532 Failure to meet the established submission deadline by the faculty member will
1533 result in termination of the process. Failure to meet a deadline by the
1534 administration does not affect the application.

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h. Notification

The discussions of the Faculty Advisory Committee on Tenure and Promotion shall remain confidential to the extent allowed by law; however, the committee vote will be transmitted to the applicant upon request to the Provost. All candidates will be notified of the decision of the Board of Regents.

In cases of denial of promotion, the candidate will receive an oral as well as written letter from the Provost concerning the reason for denial along with suggestions for correcting the situation that led to denial.

IV. Information for Ranked Faculty

A. Ranked Faculty Positions

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

Rank will be assigned at the time of initial appointment to the faculty and based upon degree requirements and experience as determined by the Provost, in consultation with the appropriate department chair/school director and Associate Provost and subject to approval by the President and Board of Regents. Degrees must be from institutions accredited by a U.S. regional accrediting association or an international accrediting organization recognized by appropriate governmental authorities and validated by official transcripts. Acceptance of degrees from individuals graduating from non-American institutions will be decided on a case-by-case basis. Teaching experience utilized in determining rank must be from a Baccalaureate degree granting institution that is accredited by a regional accrediting association or an international accrediting organization recognized by appropriate governmental authorities. Each year of teaching experience means full-time teaching for a full academic year. Relevant professional experience shall be considered. Upon the recommendation of the Provost and the President, the Board of Regents may grant exceptions to these requirements.

B. Qualifications for Appointment to Rank

i. Assistant Professor

This rank requires ability in the areas of (1) teaching, (2) scholarship/creative activities, and (3) service and student support appropriate to the discipline. It also requires an earned doctorate or other terminal degree in the field.

An offer of appointment at the rank of Assistant Professor with non-tenure status may be given to a candidate who has completed all the terminal degree requirements except for the thesis or dissertation. The expectation is for the faculty member to complete all terminal degree requirements as negotiated during the hiring process no longer than one

1581 year from the start of the initial contract. Progress towards this requirement will be
1582 monitored by the Associate Provost and department chair/school director. If appropriate
1583 progress is not being made, the faculty member will not be recommended for continued
1584 employment with the University. In exceptional cases, where dissertation writing
1585 requires greater time or extenuating circumstances dictate, a contract may be renewed
1586 for a second academic year. When official documentation of completion of the terminal
1587 degree is received, and all other evaluations of the faculty member are acceptable, the
1588 appointment will become tenure-track effective in the next academic year. If the faculty
1589 member has not completed the terminal degree by February 1 of the second contract
1590 period, then the contract will be changed to a titled faculty contract or a search for a
1591 tenure-track position may be started and the faculty member will not be recommended
1592 for continued employment.

1593
1594 ii. Associate Professor
1595
1596 This rank requires a demonstrated, sustained record of 1) excellent teaching and
1597 meaningful engagement in professional development; 2) scholarship/creative activities;
1598 and 3) service and student support appropriate to the discipline. It also requires an earned
1599 doctorate or other terminal degree in the field and completion of at least four years of
1600 teaching at the rank of Assistant Professor or above at a regionally accredited institution
1601 of higher education. A faculty member can be brought in at this rank without tenure and
1602 be minimally qualified for tenure after one year in service at Northwest and must apply
1603 for tenure no later than during their sixth year in rank.

1604
1605 iii. Professor
1606
1607 This rank requires being an internally and externally recognized teacher/scholar with
1608 an exemplary cumulative record of 1) teaching effectiveness and meaningful
1609 engagement in professional development; 2) scholarship/creative activities as defined
1610 by department/school guidelines established in accordance with Chapter II; and 3)
1611 service and student support appropriate to the discipline as defined by
1612 department/school guidelines established in accordance with Chapter II. It also requires
1613 an earned doctorate or other terminal degree and the completion of five years of
1614 teaching experience in the rank of Associate Professor or above at a regionally
1615 accredited institution of higher education. A faculty member can be brought in at this
1616 rank without tenure and be minimally qualified for tenure after one year in service at
1617 Northwest and must apply for tenure no later than during their sixth year in rank.

1618
1619 C. Evaluated Duties and Responsibilities of Ranked Faculty

1620
1621 Evaluated duties and responsibilities for ranked faculty consist of: 1) teaching and
1622 professional development, 2) scholarship/creative activities, and 3) service and student
1623 support. (cf. [Faculty Evaluation](#))

1624
1625 i. Teaching and Professional Development
1626

1627 Teaching is the primary responsibility of every faculty member at Northwest. At the
1628 minimum, teaching includes designing and delivering course content in compliance with
1629 the University's academic calendar and in alignment with Northwest's institutional
1630 learning outcomes. Faculty are expected to facilitate student success by holding classes
1631 as scheduled, responding to student communication in a timely fashion, following all
1632 syllabi requirements, and using the learning management system and its gradebook.
1633 These attributes are indicative, not exhaustive, of what constitutes teaching at
1634 Northwest.

1635
1636 a. Syllabi

1637
1638 Faculty must provide a syllabus for each of their course in which students are
1639 enrolled.

1640
1641 The syllabus must contain all required sections as determined and
1642 communicated by the Provost.

1643
1644 Faculty have the ability to set course specific policies, such as those related to
1645 attendance.

1646
1647 Any faculty determined or optional syllabus content must agree with the
1648 academic calendar and with relevant university policies as provided in the
1649 [Policy Library](#).

1650
1651 Syllabi should be reviewed with students enrolled in the respective courses and
1652 must be consistently available to all enrolled students.

1653
1654 Syllabi must be on file with the appropriate department chair or school director,
1655 appropriate Associate Provost and the Provost.

1656
1657
1658 b. Class Meeting Times and Locations

1659
1660 All exclusively on-ground courses are to meet on the assigned days and at the
1661 assigned time throughout the term in the assigned location. Any permanent
1662 changes to meeting locations and times must be approved by the appropriate
1663 chair or director, and those changes must be documented on the master
1664 schedule.

1665
1666 All blended, remote and online courses, or courses in other format are to meet
1667 in their assigned locations, online or otherwise. They must also meet on the pre-
1668 determined days and times, if applicable. Any permanent changes to meeting
1669 locations and times must be approved by the appropriate chair or director, and
1670 those changes must be documented on the master schedule.

1671
1672 c. Final Examinations

1673
1674 All courses must have a final examination or a summative educational
1675 experience unless an exception is approved by the appropriate Associate
1676 Provost or Dean.

1677
1678 Final examinations or summative educational experiences for fall and spring
1679 courses must be held on the day and at the time specified on the university final
1680 examination schedule.

1681
1682 Final examinations and summative educational experiences in summer on-
1683 ground courses are to be conducted during the last class regular class period.

1684
1685 Final examinations or summative educational experiences in online courses or
1686 blended courses that are not meeting during the last regular class period must
1687 schedule their final exams and summative educational experiences as the last
1688 course-related activity.

1689
1690 Final exams and summative educational experiences in courses for which there
1691 is no assigned final exam time or final class period, such as online courses,
1692 should be made available and completed by students as the last course-related
1693 activity.

1694
1695 Students may request to change their final examination schedule due to
1696 exceptional circumstances. The circumstances and procedures allowing
1697 students to change their final examination schedule are provided in the
1698 undergraduate and graduate catalogs.

1699
1700
1701 d. Grade Reporting

1702
1703 Faculty are responsible for reporting grades, including advisory and final
1704 grades, as described in the grading policies in the [Policy Library](#) and according
1705 to the schedule set forth by the Registrar.

1706
1707 Incomplete grades may be given when necessary. The Incomplete Grade
1708 policy is provided in the [Policy Library](#). Current procedures for reporting an
1709 incomplete grade, and the new grade when assignment requirements have been
1710 met, are provided by the Registrar.

1711
1712 e. Laboratory Courses and Additional Courses

1713
1714 Loads for faculty teaching laboratory courses are calculated by adding lab
1715 course credit hours and lab contact hours and dividing by two.

1716

1717 A separate contract is issued for teaching beyond the 24-26 credit hours of the
1718 nine-month contract year. Each contract is contingent on adequate course
1719 enrollment as determined by the Provost.

1720

1721 f. Other Teaching and Professional Development Information

1722

1723 Each faculty member will consult with their department chair/school director
1724 on their work assignments and performance expectations associated with these
1725 assignments.

1726

1727 Other duties under teaching may include creation of new courses and new
1728 modes of teaching as well as supervision of internships, field experiences, and
1729 independent studies. These duties generally do not count as part of the regular
1730 teaching load.

1731

1732 Faculty are expected to engage in professional development activities to
1733 improve their teaching and stay up to date in their discipline, pedagogy, and the
1734 use of technology in instruction as is appropriate to their discipline. There are
1735 internal and external opportunities to assist in this process. Examples of these
1736 include faculty Planning and Development days, Academic Initiative funds,
1737 opportunities with the Learning and Teaching Center, workshops,
1738 videoconferences, Faculty Welfare and other workshops, and a mentor's
1739 guidance. For more information, consult with your faculty mentor and/or
1740 department chair/school director.

1741

1742 A faculty member may apply for partial release time to engage in significant
1743 curriculum development through their department chair/school director, with
1744 the approval of their Associate Provost, the Provost, and the President. Partial
1745 release time may also be provided for approved university assignments
1746 requiring significant blocks of time.

1747

1748 ii. Scholarship and Creative Activities

1749

1750 Ranked faculty are responsible for allotting time for scholarship/creative activities in
1751 the normal work week. Upon the recommendation of the department chair/school
1752 director, Associate Provost, the Provost and the President, release time may be
1753 authorized in order to provide faculty members additional time for scholarship/creative
1754 activities that contributes to both departmental/school and professional goals. Faculty
1755 members who are granted this opportunity will be required to provide a report to their
1756 department chair/school director. Department chairs/school directors will provide a
1757 comprehensive report to the appropriate Associate Provost. In planning academic
1758 assignments, department chairs/school directors (or supervisors of those faculty
1759 members whose primary functions may not be teaching) will attempt to provide blocks
1760 of time for scholarship/creative activities by individual faculty members who have had
1761 release time approved.

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iii. Service and Student Support

All faculty members are expected to provide service to the University and support to students.

a. Advisement and Mentorship

Both academic advisement and student mentoring involve helping a student define and achieve educational and profession-based learning goals, proceed through the undergraduate or graduate experience, and establish an educational foundation for life-long learning. All full-time faculty members advise and/or mentor students as directed by the department chair/school director and will be evaluated annually by the department chair/school director for carrying out these responsibilities. Advisees and mentees will be assigned in a way so as to distribute workload throughout the department/school and maximize the skills of department/school members. In certain cases, assignments will be limited to faculty members with specialized training or expertise (e.g., B.S. Ed. programs). Faculty members must be knowledgeable of the University's curriculum, policies, and procedures in order to provide accurate and timely information to students. Faculty members will not knowingly make representations or commitments that are inconsistent with university policies.

| Advisement | Mentorship |
|---|--|
| Pre-registration meetings & course selection | How to be a successful student |
| How to choose the right core requirements | Connection with other faculty |
| Study abroad processes & forms | How does coursework connect with career |
| Dropping and adding courses | Research opportunities |
| Transfer credits | Internship questions |
| Graduation checks | Career advice |
| Academic credit concerns | Honors program |
| Personal concerns (e.g. health, financial, holds) | Graduate school |
| Access to student success resources (tutoring, writing center, SI). | Assist with course material the faculty member is teaching |
| | Sponsoring student organizations |

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 1786
 1787

*This is an indicative, not exhaustive list.

1788 b. Availability to Students
1789
1790 Each faculty member must post a schedule of at least seven office hours each
1791 week for consultation with students and advisees and be responsive to students'
1792 communications in a timely manner. Faculty members are to be available for
1793 appointments with students who cannot appear during regular office hours due
1794 to conflicts with other classes.
1795

1796 c. Service
1797
1798 All full-time faculty members are expected to serve on departmental/school
1799 committees. Full-time ranked faculty are expected to serve on Faculty Senate
1800 and university committees, attend their meetings, and participate in their work.
1801

1802 First-year faculty are exempt from committee service.
1803

1804 Faculty members may be asked to serve on additional committees, sub-
1805 committees, and task forces, but should carefully consider with their department
1806 chair/school director other workload considerations before agreeing to serve.
1807

1808 Service may also include contribution to one's profession—that is, serving in
1809 an official capacity in a state, regional, national, or international entity related
1810 to one's discipline—or service to the community, provided it is related to one's
1811 discipline.
1812

1813 D. Tenure and Promotion Introduction:
1814

1815 It is at the discretion of the Provost, President, and Board of Regents whether or not to grant
1816 tenure and promotion to a faculty member. A promotion in rank, or tenure and promotion is
1817 not an entitlement, and the responsibility rests solely with the individual faculty member to
1818 demonstrate that they have met or exceeded the criteria set forth in this chapter. The number
1819 of promotions granted each year should not be impacted by budgetary conditions, though pay
1820 raises for promotions will be subject to such conditions.
1821

1822 For both tenure and promotion, the faculty member must demonstrate sustained excellence in
1823 1) teaching and professional development, 2) scholarship/creative activities, and 3) service
1824 and student support as defined in this chapter and as established by the University, by
1825 submitting a concise portfolio documenting accomplishment in these areas. For further
1826 elaboration on these criteria, refer to the section on [Evidence for Tenure and Promotion](#) below.
1827

1828 i. Negotiated years toward Tenure and Promotion
1829

1830 At the time of an offer of a faculty position, the faculty member may negotiate years of
1831 credit toward tenure and promotion if they have experience at an institution that meets
1832 appropriate national or international accreditation standards and the department

1833 chair/school director and Associate Provost/ have recommended the credit which must
1834 be approved by the Provost.

1835
1836 ii. Promotion (Outside of Tenure and Promotion)

1837
1838 For faculty holding the position of Associate Professor, the procedure for promotion
1839 mirrors that of the procedure for tenure and promotion, following the guidelines and
1840 submission deadlines as set by the office of the Provost. The promotion criteria are as
1841 follows:

1842
1843 a. Professor

1844
1845 A faculty member who has served a minimum of five years in the rank of
1846 Associate Professor at Northwest is eligible to apply for promotion to
1847 Professor.

1848
1849 iii. Eligibility for Tenure and Promotion

1850
1851 An Assistant Professor is minimally eligible to apply for tenure and promotion to the
1852 rank of Associate Professor after four years in the rank of Assistant Professor at
1853 Northwest. Assistant Professors may apply for tenure and promotion in their fifth,
1854 sixth, or seventh years (excepting circumstances where the Provost, President, and
1855 Board of Regents has granted a temporary stoppage of the tenure and promotion
1856 clock). A faculty member who chooses to apply for tenure and promotion in the fifth
1857 or sixth year, rather than the seventh, will be held to the same standard as those
1858 applying in the seventh year.

1859
1860 Faculty electing to apply for tenure/promotion in their fifth year do so knowing that
1861 they are sacrificing the Fifth-Year Review.

1862
1863 iv. Temporary Stoppage of the Tenure and Promotion Clock

1864
1865 Upon the written request of a faculty member, the Provost and President may grant a
1866 temporary stoppage of the tenure and promotion clock for Assistant Professors, or the
1867 tenure clock for Associate Professors or Professors hired at those ranks. They may do
1868 so if, in their judgment, the academic performance of the provisional faculty member
1869 would be adversely affected due to extraordinary circumstances if the clock were not
1870 stopped. During this period, the faculty member will not be evaluated according to the
1871 tenure and promotion guidelines and the temporary stoppage time will not be counted
1872 toward tenure and promotion eligibility. After the end of this period the faculty member
1873 will resume their tenure and promotion clock. The procedure for a temporary stoppage
1874 of the tenure and promotion clock petition is as follows:

1875
1876 a. A faculty member must submit a written request to their department chair/school
1877 director. This request will be forwarded, with recommendation, to the
1878 Associate Provost and then to the Provost and President.

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- b. If 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 will be reviewed with the clock stoppage determined as appropriate.
 - c. Requests that are granted will be typically for one academic year. Only one stopping of the tenure-track clock may be granted to a faculty member unless otherwise warranted by extraordinary circumstances.
 - d. In order to evaluate the request, additional documentation may be required to the extent allowable by law.
 - e. 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. This provision is also not intended to replace, change, reduce, or otherwise interfere with a faculty member's entitlement to leave as may be allowed by law, or otherwise impact a faculty member's rights to re-employment and/or restoration rights under applicable law.

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v. Third- and Fifth-Year Reviews

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Full-time tenure-track faculty will be advised in writing of their progress following an advisory meeting with the Associate Provost at the end of their third and fifth years of service. In addition, all senior faculty who will vote on tenure will participate in this review and offer an assessment of the candidate's application for tenure and promotion. These reviews are designed to serve as a critical part of the formative evaluation process toward tenure and promotion. Each department/school has to make its procedures in this regard available to their faculty.

1909
1910

vi. Evidence for Tenure and Promotion

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1913

The following are possible, but not the only, ways in which faculty demonstrate excellence in each of the areas of evaluation:

1914
1915

a. Teaching and Professional Development

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1923

A faculty member must in their presentation of materials document how their teaching and professional development contributes to effective instructional design, institutional, program, and student learning outcomes, assignments, and assessments are aligned at the appropriate level of student learning. The presented materials must demonstrate a faculty member's understanding of the learning process and how their teaching is compatible with the process of student learning. Such materials include but are not limited to:

- Chair's/Director's Letter of Evaluation
- 1924

- 1925 • Student feedback, including student course opinionnaire
- 1926 • Department chair/school director classroom visits
- 1927 • Course syllabi
- 1928 • Applications of technology to learning
- 1929 • Teaching portfolios (teaching loads, course preparations, sample assessment instruments, etc.)
- 1930
- 1931 • Supervision of independent studies, practica, etc.
- 1932 • Receipt of teaching awards or honors
- 1933 • Participation in instructional workshops/seminars, etc.
- 1934 • Development of innovative teaching techniques/methods
- 1935 • New program/course development
- 1936 • Department/school approved pedagogical activities
- 1937 • Peer observations
- 1938 • Participation in Teaching and Learning Center workshops
- 1939 • Participation in teaching improvement sessions at professional conferences
- 1940 • Professional development activities determined as appropriate by the department chair/school director/ Associate Provost.
- 1941
- 1942

*This is an indicative, not exhaustive list.

b. Scholarship/Creative Activities

Statement of principles regarding scholarship:*

The evaluation of scholarship/creative activities is founded on the necessity of ranked faculty to continue to develop as creative researchers, evolve with developments in their field, employ scholarly research in learning and teaching, implement theoretical research to practical applications, embody high standards of integrity, and meet a breadth of expectations for high standards of performance.

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

- 1) Clear professional goals that reflect thoughtful purpose in professional activity
- 2) Adequate preparation that demonstrates understanding of the tools of scholarship/creative activities and the established context of new work in the field
- 3) Appropriate methods in pursuing the process of inquiry, creativity, and discovery
- 4) Meaningful results that are indicative of significant explorations and contributions in the field or application across disciplines
- 5) Effective presentation that communicates creative and scholarly accomplishment

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6) Reflective critique that evaluates the product of creative and scholarly work

By these criteria, a faculty member’s scholarship/creative activities must be peer-reviewed, disseminated, and critiqued using the accepted standards of the profession and appropriate to the discipline of the faculty member as approved by the faculty member’s department/school in consultation with the Associate Provost and Provost. The University’s definition of scholarship/creative activities includes integration, application, and teaching to better support our institutional commitment to student learning and public service. Evaluation of scholarly/creative activities occurs in the faculty member’s annual evaluation, and throughout the tenure and promotion process.

1. Scholarship of teaching and learning

The scholarship of teaching explores, develops, and disseminates methodologies appropriate to varied disciplines that improve learning outcomes and inspire further intellectual and creative growth. Scholarship in pedagogy improves the scholar’s own practice while contributing shared knowledge to the discipline of teaching. Such scholarship embraces teaching as a form of understanding that both shares and generates creative and intellectual capacity. Examples may include, but are not limited to:

Research that advances the understanding of learning and teaching, presentation of teaching strategies in peer-reviewed forums, publication in pedagogical journals, publication of instructional materials, development of systems for assessment of learning; grant proposals, research writing and submission to external agencies; procurement of external funding through grants.

2. Scholarship of discovery

The scholarship of discovery entails creative/scholarly work that constitutes investigative efforts within a discipline that contribute to human knowledge and the intellectual activity of the University. The process and outcomes of scholarly discovery employ the historical role of the University in forging new understanding and new modes of creativity and expression. Examples may include but are not limited to:

Research projects that may include undergraduate or graduate student involvement; publication of books, chapters, articles and reviews; creative activities resulting in performances, exhibitions, and presentations; paper, poster, or lecture presentations at scholarly conferences or other institutions; grant proposals, research writing and

2016 submission to external agencies; procurement of external funding
2017 through grants.
2018

2019 3. Scholarship of integration
2020

2021 The scholarship of integration contributes to a more comprehensive
2022 understanding by placing the discoveries of disciplines and creative
2023 work within the context of a larger body of knowledge. Such
2024 creative/scholarly work makes connections across disciplines and elicits
2025 meaning by bringing new perspectives to bear on existing discoveries.
2026 Such work contributes to specialized fields by integrating them with
2027 others, while often educating non-specialists as well. Examples may
2028 include but are not limited to:

2029
2030 Publication of books, chapters, articles and reviews; creative activities
2031 resulting in performances, exhibitions, and presentations; paper, poster,
2032 or lecture presentations at scholarly conferences or other institutions;
2033 grant proposal, research writing and submission to external agencies;
2034 procurement of external funding through grants; research projects that
2035 may include undergraduate or graduate student involvement.
2036

2037 4. Scholarship of application
2038

2039 The scholarship of application utilizes new or integrative knowledge in
2040 solving consequential problems facing individuals, institutions, or
2041 society. Such scholarship bridges creative research and service through
2042 citizenship that, beyond simply doing good in the community, applies
2043 professional activity within a field of study to solve problems
2044 confronting communities of people. While addressing known problems,
2045 such application of creative and scholarly work may also generate a new
2046 understanding through a dynamic interaction of theory and practice.
2047 Examples may include but are not limited to:

2048
2049 Publications of findings related to applied research, presentations or
2050 poster sessions at conferences, participation in panels or symposia; grant
2051 proposal, research writing and submission to external agencies;
2052 procurement of external funding through grants, the application of
2053 research and expertise to community or organizational projects.
2054

2055 *Based on the work of Ernest L. Boyer, *Scholarship Reconsidered: Priorities of the Professorate* (The Carnegie Foundation for the Advancement of Teaching, 1990).
2056
2057

2058
2059 **See Glassic, Huber, Maeroff, *Scholarship Assessed: Evaluation of the Professorate* (The Carnegie Foundation for the Advancement of Teaching, 1997).
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c. Service and Student Support*

Faculty members must demonstrate their service in support of the University’s mission to enroll and retain students, ensure student success, and provide a comprehensive and exceptional experience. This service is provided in support of students and student organizations, to the University community through departmental/school and Faculty Senate support, and through contribution to one’s professional community.

- Student Advisement
- Student tutoring and/or mentorship
- University Seminar instruction
- Recruitment and retention of students
- Serving as sponsor or advisor of student organizations or other co-curricular activities
- Receipt of awards or recognition for outstanding service and student support
- Department/school approved service and student support activities
- Coordinating a discipline area
- Mentoring members of the faculty
- Serving in an elected office or other position of leadership in an international, national, regional, state, or local professional organization
- Active involvement on Master’s or Doctoral Committees or in undergraduate research projects
- Serving in special assignments for professional organizations (chairing sessions, moderating panels, etc.)
- Serving as a chair of a major university governance council or Faculty Senate committee
- Significant participation in university, college or department/school committees/teams

*This is an indicative, not exhaustive list.

vii. Tenure and Promotion Procedure

a. Tenure-Track Faculty Employed on or Before June 30, 1992

The procedure outlined below shall apply to faculty who commenced tenure-track employment on or before June 30, 1992. All faculty members will, however, be required to comply with the “Steps for Applying for Tenure” and the “Qualitative Criteria.”

1. A tenure-track faculty member wishing to apply for tenure shall complete the application form, which is available in the Office of the Provost, with appropriate documentation reflecting the faculty

2108 evaluation criteria outlined in Chapter II of this Handbook and the
2109 department/school faculty evaluation documents. The faculty member
2110 will deliver these materials to the department chair/school director in
2111 accordance with the calendar prepared by the Provost.
2112

2113 2. The department chair/school director shall make this documentation
2114 available to all tenured members of the department/school.
2115

2116 3. Failure to meet a deadline by the faculty member shall result in the
2117 termination of the process. Failure to meet a deadline by the
2118 administration will not affect the application.
2119

2120 b. Tenure-Track Faculty Employed After July 1, 1992
2121

2122 Faculty who are eligible for tenure and promotion or promotion outside of
2123 tenure initiate this process by completing and submitting the application form
2124 which can be obtained from the Office of the Provost along with guidelines for
2125 the documentation required for the tenure and/or promotion procedure. The
2126 form, along with the appropriate documentation, must be submitted to the
2127 department chair/school director in accord with the University calendar
2128 established by the Provost. The Faculty Advisory Committee on Tenure and
2129 Promotion, the Faculty Welfare Committee, and the Provost's office will jointly
2130 offer sessions and information to guide faculty members in the preparation of
2131 applications.
2132

2133 If the applicant for tenure and/or promotion is a department chair/school
2134 director, the Associate Provost will take over the role held by the department
2135 chair/school director in this process.
2136

2137 c. Departmental/School Committee Procedure
2138

2139 The department chair/school director will make an applicant's tenure and
2140 promotion material available to a departmental/school committee composed of
2141 all full-time faculty holding at least the title/rank to which the candidate aspires
2142 and who have completed at least two years of service at Northwest.
2143

2144 The committee will review and discuss the materials provided and the members
2145 will vote individually on the promotion decision.
2146

2147 The department chair/school director will secure a written secret ballot for
2148 tenure and promotion from all members of the departmental/school committee.
2149 The department chair/school director will convey those assessments and
2150 recommendations along with their written assessment and recommendation to
2151 the Associate Provost in accordance with the calendar established by the
2152 Provost.
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- d. Associate Provost’s Recommendation
The appropriate Associate Provost shall give a written assessment and recommendation to the Provost in accordance with the University calendar established by the Provost.
 - e. Associate Provost for Graduate Studies’ Recommendation
In the case of graduate faculty, the Associate Provost for Graduate Studies will forward their endorsement or non-endorsement of the Associate Provost’s recommendations to the Provost.
 - g. The Faculty Advisory Committee on Tenure and Promotion
The Provost serves as chair of this committee. This committee will act in accordance with the guidelines for tenure and promotion in this chapter. For committee structure and procedure, refer to the [Committee on Tenure and Promotion](#) section.
 - h. Provost’s Recommendation
The Provost will present all written recommendations, including their own, and the vote of the Faculty Advisory Committee on Tenure and Promotion to the President. If the vote of the tenured faculty of the department/school and the recommendations of the department chair/school director, Associate Provost(s) do not agree, the Provost will arrange a conference with all parties to the decision. The series of recommendations and any conferences to discuss these recommendations shall be considered in the Provost’s recommendation to the President.
 - i. President’s Recommendation
The President will convey to the Board of Regents all of the recommendations for tenure and promotion from faculty and administrative units including their recommendation.
 - j. Timeline Requirement
Failure to meet the established submission deadline by the faculty member will result in termination of the process. Failure to meet a deadline by the administration does not affect the application.
 - k. Notification
The discussions of the Faculty Advisory Committee on Tenure and Promotion shall remain confidential as allowed by law; however, the committee vote will

2200 be transmitted to the applicant upon request to the Provost. All candidates will
2201 be notified of the decision of the Board of Regents.

2202
2203 In cases of denial of tenure

- 2204
- 2205 • In cases of denial of tenure and promotion, this report of the committee
2206 vote is final communication.
- 2207
- 2208 • In cases of denial of promotion, however, the candidate will receive an oral
2209 as well as written letter from the Provost concerning the reason for denial
2210 along with suggestions for correcting the situation that led to denial.
- 2211

2212 j. Failure to Receive Tenure

2213
2214 A faculty member who is not granted tenure or who fails to apply for tenure by
2215 the end of the specified time will be offered a terminal one-year non-renewable
2216 contract after which employment with the University will be terminated.

2217
2218 E. Faculty Hearing Committee Procedures

2219
2220 The purpose of the Faculty Hearing Committee is to ensure the consistent, fair, and valid
2221 application of the rules and regulations related to tenure, promotion, suspension, and
2222 termination pertaining to any tenure-track or tenured faculty member during the contract
2223 period. The Faculty Hearing Committee provisions do not apply to term or non-tenure track
2224 faculty.

2225
2226 i. Definitions

2227
2228 During Faculty Hearing Committee procedures:

- 2229
- 2230 a. Faculty means any member of the University's tenure-track or tenured faculty.
- 2231
- 2232 b. Action means any binding decision relating to the promotion, tenure,
2233 termination or suspension during the contract period of the complainant.
- 2234
- 2235 c. The contract period means the agreed upon term of the period of employment.
- 2236
- 2237 d. Committee means the Faculty Hearing Committee.
- 2238
- 2239 e. Complaint means an allegation that a faculty member's employment rights
2240 and/or eligibility have been adversely affected procedurally due to a violation,
2241 misapplication or misinterpretation of the University's rules related to
2242 promotion, tenure, and termination or suspension during the contract period.
- 2243
- 2244 f. Complainant means any faculty initiating a complaint under this process.
- 2245

- 2246 g. Legal counsel means a person who is licensed to practice law in the State of
2247 Missouri.
2248
- 2249 h. Day means a day during which the University is in teaching session, as defined
2250 by the academic calendar.
2251
- 2252 i. Review means to re-examine with a capacity to transmit a finding of fact,
2253 conclusion and/or recommendation to the Board of Regents. The Board of
2254 Regents has final right of review in all personnel actions.
2255
- 2256 j. Rule means any policy contained in Chapter 2 of the Faculty Handbook related
2257 to promotion, tenure, termination, or suspension of tenure-track or tenured
2258 faculty during the contract period.
2259
- 2260 k. University means Northwest Missouri State University in all of its subdivisions
2261 and extensions.
2262
- 2263 l. Party means the complainant, the Provost, and/or the administrator who is the
2264 focus of the complaint.
2265
2266
- 2267 ii. Limitations
2268
- 2269 a. The availability and/or utilization of the appeals procedure shall not be
2270 construed as abridging the rights of faculty to exercise constitutional or
2271 statutory rights.
2272
- 2273 b. In no way shall a faculty's status with the University be adversely affected
2274 because they utilize these procedures.
2275
- 2276 c. All proceedings provided for in this section are confidential subject only to the
2277 need of the complainant and the University to comply with the processes
2278 specified herein and to present evidence in other hearings or proceedings. All
2279 proceedings shall be conducted in private and all records will be open only to
2280 the parties except as otherwise required herein or by law as currently in effect
2281 or hereafter amended.
2282
- 2283 d. Any formality of procedure, including specification of times of performance,
2284 may be revised and/or waived by mutual consent of the parties, subject to the
2285 approval of the Faculty Hearing Committee.
2286
- 2287 e. Nothing contained herein shall preclude the informal disposition of complaints
2288 by stipulation or by agreed settlement where such resolution is consistent with
2289 university rules.
2290

2291 f. A complaint must be filed in writing to the Provost no later than ten academic
2292 days after the complainant knew the circumstances giving rise to the complaint,
2293 except that a failure to timely file may be waived by the President in cases of
2294 excusable neglect.
2295

2296 iii. Appeals to the Faculty Hearing Committee Procedures
2297

2298 The purpose of these appeal procedures is to minimize misunderstandings within the
2299 University community and to promote the consistent, fair and valid application of the
2300 rules and regulations relating to the tenure, promotion, suspension, or termination
2301 during the contract period of tenure-track and tenured faculty. Issues related to the
2302 non-renewal of faculty contracts are not subject to these appeal procedures. Neither
2303 are issues pertaining to the promotion, suspension, or termination of term or non-
2304 tenure track faculty.
2305

2306 a. Pre-Hearing Procedures
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- 2308 1. The pre-hearing process is not applicable in matters concerning
2309 termination or suspension during the contract period.
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- 2311 2. The first step in the resolution of a complaint shall be a personal
2312 conference with the supervisor taking the action that is the object of the
2313 complaint.
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- 2315 3. Should the complainant remain dissatisfied after this conference, a
2316 written statement of dissatisfaction may be filed within ten academic
2317 days with the same supervisor, who shall respond in writing within ten
2318 academic days after receiving the written complaint.
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- 2320 4. Should the complainant be dissatisfied with the supervisor's written
2321 response, the complainant may within ten academic days after receiving
2322 the response file a copy of the supervisor's response and a copy of the
2323 written statement of complaint with the Office of Human Resources and
2324 the Provost, who shall respond in writing within ten academic days.
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- 2326 5. In those instances where the complainant alleges that the rules and
2327 regulations related to tenure and promotion contained in this chapter
2328 were applied in an inconsistent, unfair or invalid manner and
2329 complainant remains dissatisfied after receiving the Provost's response,
2330 the complainant may request a formal hearing by the Faculty Hearing
2331 Committee. Such requests must be made within ten academic days after
2332 being notified. Complaints regarding termination or suspension during
2333 the contract period must begin with the formal proceedings.
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2335 b. Formal Proceedings
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1. Formal proceedings begin with the filing of a written formal complaint with the University's EEO Officer in which the complainant specifies their reasons for dissatisfaction with any binding decision relating to the promotion, tenure, termination or suspension during the contract period of the complainant.
 2. Within ten academic days a Faculty Hearing Committee (hereinafter referred to as "Committee") of five members will be established for reviewing each complaint that is filed.
 3. 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 themselves. 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.
 4. The EEO Officer will notify the committee and transmit to them copies of all correspondence between the complainant and the complainant's supervisors.
 5. The members of the Committee will elect a chair. The EEO Officer will serve as the secretary of each Committee but will not vote.
 6. The Committee shall first seek a resolution of the matter by conciliation and/or such other means, as it may deem appropriate.
 7. 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.
 8. In a formal hearing, the parties directly affected may be represented by counsel, at their expense.
 9. 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

2383 regardless of which party first called the witness to testify and to rebut
2384 the evidence against the witness. A complainant who does not testify
2385 on their own behalf may be called and examined as if under cross
2386 examination.
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2388 10. Unless the Committee rules it wholly irrelevant, repetitious, or
2389 privileged, evidence to which an objection is made shall be heard and
2390 preserved in the record, together with any cross examination and any
2391 rebuttal.
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2393 11. All parties have the right to obtain witnesses and present evidence. The
2394 University shall cooperate with the complainant in securing witnesses
2395 and in making available specifically identified and relevant
2396 documentary and other evidence requested by the complainant or the
2397 Committee to the extent not limited by law.
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2399 12. Employees of the University may be requested to give testimony under
2400 oath or affirmation. Any such witness shall be entitled to representation
2401 at the hearing, including legal counsel at their expense, or by a person
2402 of their own choosing.
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2404 13. The Committee shall be responsible for making a verbatim transcript,
2405 electronically or otherwise, of the hearing.
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2407 14. The Committee's powers shall be limited in the following respects:
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2409 1. It shall have no power to alter or amend the provisions of the
2410 Faculty Handbook.
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2412 2. It shall have no power to create policy for the University or the
2413 faculty but will confine the deliberations and findings to the
2414 procedural issue(s) presented.
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2416 15. The report of the Committee shall be rendered in writing and delivered
2417 to the parties within ten academic days of the close of hearings. The
2418 report shall state the findings of fact, conclusions, and a recommended
2419 disposition. A copy will also be given to the Board of Regents.
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2421 c. A party may appeal the findings, conclusions, and recommendations of the
2422 Committee to the Board of Regents within five days of the Committee's
2423 delivery of its report. The Board of Regents will review the record of the
2424 Committee and may provide the party an opportunity to be heard by the Board
2425 of Regents in writing, by oral argument or both. The Board of Regents may,
2426 upon reviewing the record of the Committee and any additional information
2427 submitted by the parties, affirm, modify or reverse the decision of the

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administrator(s) being challenged. The decision of the Board of Regents shall be final.