



**NORTHWEST MISSOURI
STATE UNIVERSITY**

Faculty Handbook

**Approved by Board of Regents
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Office of Human Resources
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PREAMBLE

This Faculty Handbook of Northwest Missouri State University states the policies which became effective upon the approval of the Board of Regents (“Board”) on June 27, 2013, except that the revisions to Chapter Two will be effective July 1, 2013. The Provost oversees the publication, revision and distribution of the Handbook. The Handbook provides policies, procedures and rules for the orderly conduct of University business and, with the exception of Chapter Two which is contractual, the Board may at any time, revise, add, or delete any policies, procedures, or benefits as deemed necessary for the efficient operation of the University. If statements in this Faculty Handbook are found to be in conflict with existing or future local, state or federal laws or regulations, such rules shall supersede and prevail over the Employee Handbook statements. This edition of the Faculty Handbook supersedes all previous editions of the Faculty Handbook. Interpretation of the Faculty Handbook is the responsibility of the Board. Amendments to Chapter Two of the Faculty Handbook should be submitted to the Faculty Senate for consultation and must be approved by the Board of Regents.

The Faculty Handbook states University-wide policy and takes precedence over policy promulgated by departments, colleges or other units within the University. This does not preclude departments, colleges or other units within the University from issuing policy documents separate from the Faculty Handbook; however, while all such documents may amplify or add detail to policies contained in the Faculty Handbook, all policy disputes will be resolved in favor of those contained in the Faculty Handbook. Policy documents will not be incorporated by reference into this Faculty Handbook unless specifically approved by the Board. Evaluation documents shall be incorporated by reference.

CHAPTER 1

THE NORTHWEST PROFILE

Northwest is committed to quality education in an environment where teaching is revered, scholarship is promoted and service, to both the University and students, is expected. Our faculty employment policies are designed to create a community of scholars committed to preparing our students for a lifetime of learning. An important component of faculty performance is creating high quality learning experiences for students.

I. Purpose of the Faculty Handbook

This Faculty Handbook is designed to provide useful, information to help you achieve your career goals, while helping you understand how you can contribute to the achievement of the University's goals. We encourage you to refer to this Handbook frequently and talk with department members and other colleagues to achieve maximum benefit from its contents.

This Faculty Handbook is the result of unique faculty/administrative collaboration and focuses on:

- describing the institution's structure;
- explaining employment policies written to protect both you and the institution;
and
- providing supplementary material to assist you in your everyday work.

Northwest is committed to quality education in an environment where teaching is revered, scholarship is promoted and service, to both the University and students, is expected. Our faculty employment policies are designed to create a community of scholars committed to preparing our students for a lifetime of learning. An important component of faculty performance is creating high quality learning experiences for students.

II. Northwest Facts

A. Basic Description

1. Educational Services, Size, Location

The General Assembly created Northwest Missouri State University in 1905 as "Normal School District No. 5." In 1919 the General Assembly changed the name to Northwest Missouri State Teachers College and extended the privilege of granting degrees. On July 21, 1949, the Board of Regents, acting under authority granted by the 1945 General Assembly, adopted the name Northwest Missouri State College, and on August 14, 1972, acting under the authority granted by the 1972 General Assembly, changed the name to Northwest Missouri State

University. Over the years, Northwest has evolved into a comprehensive, coeducational, state-assisted, regional university.

Northwest is located in Maryville, a community of 11,000 with a robust economic base sustained by medium-sized industries with national and international markets. We serve approximately 6,000 undergraduate and 1,000 graduate students with over 130 bachelor's degrees, and over 30 master's degrees, 3 specialist degrees, and a cooperative doctoral program. We also offer non-degree certificates, as well as pre-professional studies. Eleven academic departments are housed in three colleges.

We strive for an integrated living/learning environment that includes a general education program, disciplinary programs, the co-curriculum, and applied learning experiences. The 42-hour general education program, and the 6-hour institutional requirements form the core of all undergraduate programs. The co-curricular and applied learning experiences, as well as University service to the region, are enriched and supported by a variety of facilities and services.

2. Northwest's Vision and Mission Statements

a. Vision

We will be THE university of choice for a comprehensive, exceptional student experience.

b. Mission

Northwest Missouri State University focuses on student success – every student, every day.

c. Values

- Student success
- Scholarship and life-long learning
- Intercultural competence
- Collaboration
- Respect and integrity
- Strategic thinking
- Excellence

d. Our DNA

- Advocating one-to-one engaging relationships
- Keeping costs affordable
- Providing beautiful and safe surroundings

- Driving economic development and entrepreneurship to better our region and community
- Being socially responsible
- Delivering excellence through high expectations and servant leadership

3. Facilities, Equipment, and Technology

Northwest is situated on a 210-acre campus containing 32 major buildings, a 720-acre laboratory farm, and a 315-acre rural lakefront tract of land designed for student and community education/recreation activities. We have continuously improved our facilities via a comprehensive master plan, having undergone more than \$100 million in renovations over the past decade to meet the changing needs of our students and stakeholders.

Our nationally recognized Electronic Campus includes a University-provided notebook computer to all fulltime students and most part-time students. We are committed to applying information technology to leverage student learning through the Center for Instructional Technology in Education (CITE) – providing web-based course assistance to faculty.

4. Regulatory Environment

We are governed by eight Board of Regents members plus one student appointed by the Governor to six-year, staggered terms. One-half are mandated to be Democrats, the other half Republicans. The Governor also appoints a nonvoting student representative for a two-year term, and the Commissioner of the State Department of Elementary and Secondary Education is an ex-officio member.

We are subject to a variety of state regulations and mandates of the Coordinating Board for Higher Education (CBHE). The CBHE's functions include statewide planning for higher education; policy analysis and data reporting; approval of new degree programs; student financial assistance; appropriations recommendations to the governor and Missouri General Assembly for public two-year and four-year colleges' and universities' operating and capital funding; state aid for public libraries; and proprietary school certification.

The Higher Learning Commission accredits Northwest. We were the first University in the country to use the Baldrige Criteria for Performance Excellence in a comprehensive self-study review, and our accreditation experience has helped NCA design an alternative accreditation process for its members.

The National Council for the Accreditation of Teacher Education (NCATE), the Missouri State Board of Education and its Department of Elementary and Secondary Education (DESE), and the Accreditation Council for Business Schools and Programs (ACBSP) also accredit Northwest. Additionally, several academic departments have been granted specialized accreditation. Each accrediting association imposes certain regulations on the University. These range

from the way work is organized and distributed to the methods of assessing student performance.

Finally, we respond to a variety of federal, state, and local regulations related to the disclosure of information, the environment, finances, security, food, and athletics. We also comply with the Americans with Disabilities Act (ADA), as amended.

III. Organizational Structure, Governance and Documents

Overall University strategic directions are guided in a collaborative effort by the Northwest Leadership Team (NLT) and Deans Council. Our organizational structure can be thought of in terms of oversight, administrative, and faculty/staff/student teams.

A. Oversight—Board of Regents

The University shall be under the general control and management of its board of regents, which establishes and reviews University policies and oversees the general management of funds and properties. The General Assembly of the State of Missouri empowers the Governor, who has the advice and consent of the Senate, with the duty of appointing the Board of Regents.

B. Administrative

Our leadership system focuses on learning-centered education and the needs of students and stakeholders. The organizational structure supporting that system consists of four key administrative leadership teams.

1. Northwest Leadership Team

Composed of the President, Provost, Vice President for Student Affairs, Vice President for Finance and Operations, Vice President for Marketing, Vice President for University Advancement, Vice President for Information Technology, Director for Athletics/Intramurals, and the Vice President for Human Resources, this group is responsible for every facet of Northwest's operations. A complete job description of each administrative position listed is on file in the Human Resources Management Office.

2. Deans Council

Composed of college deans and unit leaders, this group facilitates the development and implementation of a shared vision with faculty colleagues so that the academic core at Northwest meets the needs of the constituencies it serves. It is responsible for the overall development, delivery, and improvement of instruction and learning processes.

These two senior leadership teams collaborate with faculty/staff teams to ensure a complete flow of communications and to enhance understanding of student and stakeholder issues.

C. Faculty/Staff/Students

1. Faculty Senate

Composed of faculty representatives from every department and at-large representatives from each college. This group addresses issues of instruction, student learning and development and faculty development. The Faculty Senate is the representative body of the Faculty. According to the Faculty Constitution, "the Faculty Senate is authorized to formulate policy in the areas of responsibility assigned to the Faculty by the Board of Regents or the President and to advise appropriate authorities in other areas assigned to the Faculty by the Board of Regents." In addition, "the Faculty Senate is authorized to provide a forum for discussion of matters which are of concern to the faculty and to make recommendations concerning their findings on the matters to the appropriate body or authority."

2. University Chairs Council

Composed of all department chairs, this group addresses all issues related to the operation of academic departments.

3. University Committees

The University committee organization provides faculty, students and administrative staff a means to participate in the affairs of the University. The NLT, in cooperation with the Faculty Senate officers, coordinates the assignments to University Committees through the President's Office. All University committees are advisory to the NLT member responsible for the functions within the University.

4. Graduate Council

The Graduate Council has jurisdiction over the development of general policies and procedures of the Graduate Program. All actions are subject to review and final approval of the Provost, President and Board of Regents. A complete policy guide may be obtained from the Graduate Office.

5. Council on Teacher Education

The teacher education faculty has responsibility for the standards of instruction in teacher education programs, compliance with teacher certification requirements, admission to and retention in teacher education programs, and approval of teacher

education student organizations. The Council on Teacher Education represents the teacher education faculty in the development of policies relating to these areas of responsibility. It consists of members elected from the teacher education faculty, one graduate student, one undergraduate student, the Dean of the College of Education and Human Services (or his/her appointee), and the Provost (or his/her designee).

6. Director of Teacher Education

The Director of Teacher Education is the dean of the College of Education and Human Services and is administratively accountable to the Provost. The Director serves as the executive secretary with voting privileges on the Council on Teacher Education and is responsible for the overall administration and coordination of teacher education programs, teacher certification, and the evaluation of teacher education programs as they relate to NCATE standards, Higher Learning Commission standards, and the procedures and standards for approval of professional education programs in Missouri. The Director recommends teacher education faculty to the Provost.

D. Official Publications and Records

1. Undergraduate Catalog

The Undergraduate Catalog contains, among other information, statements of admission and registration practices, academic regulations, the curricula, announcement of courses and listings of the faculty and emeritus faculty. Publication of the Undergraduate Catalog takes place on even years and is the responsibility of the Provost. The Undergraduate Catalog may be obtained from the Office of Admissions or can be accessed online.

2. Graduate Catalog

The Graduate Catalog contains the University's rules and regulations governing all aspects of graduate admission and matriculation, standards for curricula and announcement of graduate courses. The Dean of Graduate School establishes policies and procedures pertaining to the consideration and approval of the Graduate Catalog material. The Graduate Catalog is accessible online.

3. Self-Assessment and Accreditation Reports

Accreditation and self-assessment reports are on file in the Provost's Office. Accreditation reports include documents from the Higher Learning Commission of the North Central Association of Colleges and Schools and the National Council for Accreditation of Teacher Education, among others.

4. **Minutes and Records**

Minutes of the meetings of the Board of Regents and various other state agencies are filed with the Secretary of the Board. Each college and department maintains files of its own minutes. The Faculty Senate maintains its own records. The Registrar maintains all undergraduate academic performance records. The Office of the Dean of Graduate Studies maintains records of master's programs and graduate student records.

5. **Updated Policies**

Except as set forth herein to the contrary, the University retains the right to change, modify, suspend, interpret, or cancel in whole or in part any of its published or unpublished policies or practices, with or without advance notice. If statements in this Faculty Handbook are found to be in conflict with existing or future local, state or federal laws or regulations, such rules shall supersede and prevail over the Faculty Handbook statements. This edition of the Faculty Handbook supersedes all previous editions of the Faculty Handbook.

1
2

CHAPTER 2 FACULTY EMPLOYMENT POLICIES

3 **I.** Introduction

4
5 Chapter 2 covers the contractual terms and conditions of faculty employment with the
6 university, including the search and selection process, the offer of employment, faculty
7 contracts, types of faculty, work load, faculty development, tenure and promotion,
8 separation from the university, and other policies and procedures.

9
10 Chapter 2 defines a contractual agreement between the university and its faculty to provide
11 students with the educational resources they will need to address successfully the challenges
12 and opportunities of the 21st century. A necessary part of this contract includes a statement
13 of policies, obligations, responsibilities, rights and privileges clarifying faculty and
14 administrative roles in this joint endeavor. The intent of this clarification is to provide a
15 secure legal context that assures the success of this commitment.

16
17 The Board of Regents may revise, add, or delete provisions of Chapter 2 of the *Faculty*
18 *Handbook*. Such revisions, deletions or additions to Chapter 2 shall be effective
19 commencing with the fiscal year (July 1 to June 30) following the date of enactment of the
20 Board of Regents. Such amendments or additions shall be effective for all faculty contracts.
21 The only legal and official copy of this chapter resides in the care, custody and control of the
22 Secretary of the Board of Regents. If questions regarding the current status of any policy
23 arise, the official copy should be consulted. Changes in Chapter 2 will be distributed to
24 faculty by the Office of the Provost. Acknowledgement of receipt will be indicated by the
25 faculty member’s signature on his/her contract, but the changes will be effective regardless
26 of distribution or receipt.

27
28 This chapter becomes a part of every faculty member’s contract of employment unless
29 otherwise indicated in the faculty member’s contract. No other chapter of this handbook is
30 part of the contract and cannot be construed as creating or modifying an implied or
31 express contract, guarantee, or assurance of employment or any right to any employment-
32 related term, condition, benefit, or procedure. This chapter is also the only official
33 statement of policies, obligations, responsibilities, rights and privileges pertaining to faculty
34 employment with regard to the policies stated herein. All faculty are required to be familiar
35 with and abide by the terms and provisions of this chapter and all other policies and
36 procedures of the university, as a condition of their employment with the university. Any
37 and all other policies or procedures in this handbook may be changed, modified,
38 eliminated, or deviated from by the university at any time at its sole discretion.

39
40 **II.** Search and Selection

41
42 The president, in consultation with the provost, is responsible for the review and
43 authorization of overall staffing resources. Vacancies within departments/schools always
44 return to the university for possible reallocation or elimination. The department/school
45 carries out the faculty search process in consultation with the dean/provost. In order to

46 maintain a rigorous process that results in hiring the best candidate for a particular position
47 in the department/school, and university, the department/school may bring in more than one
48 candidate before a hiring decision is made, if approved by the provost.
49

50 **III. Offer of Employment**

51
52 Offers of employment may be made verbally or in writing. However, no contract is valid or
53 binding on the university unless in writing and signed by the president (or an authorized
54 designee) and ratified by the Board of Regents.
55

56 **IV. 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
60 the faculty member’s Faculty Employment Contract.
61

62 **A. Term**

63
64 A term contract for non-ranked faculty employed for a special need for a school year,
65 trimester or shorter period as indicated in the Faculty Employment Contract. Term
66 contracts are not automatically renewed and expire as indicated therein. The
67 university is not required to notify the term faculty member of non-renewal of the
68 contract. Term faculty members are not eligible for promotion or tenure and should
69 consult the Faculty Constitution with regard to their voting rights.
70

71 **B. Non-Tenure**

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

82 **C. 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
87 consideration for tenure have been met.
88
89
90
91

92 D. Tenure

93
94 A contract with tenure is for employment of a ranked faculty member confirming that
95 he/she has met conditions required for tenure as defined in the section entitled “Criteria
96 for Tenure and Promotion” and the Board of Regents has granted tenure to said faculty
97 member.

98
99 1. Definition of Tenure

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

107
108 E. Terminal One-Year

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

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

118
119 V. Types of Faculty

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

127
128 A. Titled Faculty

129
130 A titled faculty member is one who has been appointed without rank to one of the
131 positions listed below. Compensation, benefits and perquisites for faculty holding such
132 positions will be determined on a case-by-case basis by the appropriate college
133 dean/school director/associate provost in consultation with the provost and subject to
134 contract approval by the president (or an authorized designee).

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1. Adjunct

A person who might teach an outreach course, serve as a cooperative teacher, off-campus supervisor of practicums or teacher of record for less than a full (12 hour) load per trimester.

2. Affiliate

A person whose employment is with a person or organization that is associated with the university by contract or other special affiliation. This person will carry the title as a courtesy to the affiliation and will be entitled to only those benefits or rights as specified in the affiliation contract. Affiliate faculty are not employees or agents of the university and may not present themselves as such. Inclusion in this chapter does not create any expressed or implied employment relationship or other contractual relationship between the affiliate faculty member and the university. Their status ceases when the affiliation with the affiliate faculty member's employer is terminated.

3. Artist-in-Residence

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

4. Emeritus Faculty

A person retired from a position as ranked faculty at Northwest and whose service to the university is of sufficient merit to justify the appointment as recommended by the provost to the president and approved by the Board of Regents.

5. Horace Mann and Leet Center Faculty

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

6. Instructor

A person appointed to teach courses in one's area of expertise who demonstrates ability in teaching and service and student support appropriate to the discipline, a commitment to continuing professional development in the fields appropriate to the faculty member's discipline, and has earned at least a Master's degree from an institution accredited by a U.S. regional accrediting association and/or validated by official transcripts. The position generally has a teaching load of 24-26 hours.

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7. Senior Instructor

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

8. Lecturer

A person appointed to a department/school on a term contract to teach courses appropriate to his/her credentials.

9. Scholar-in-Residence

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

B. Definition of Full-time and Part-time Titled Faculty

1. Titled Faculty—Full-time

Full-time titled faculty are those appointed to teach 24-26 hours over two trimesters. They are eligible to receive faculty development benefits and educational leave subject to conditions defined in this chapter. They may vote in faculty governance matters, unless prohibited by the faculty governing unit.

2. Titled Faculty—Part-time

A part-time titled faculty member is a person whose obligations constitute less than a full-time work load. Benefits to these faculty members are in accordance with university policy.

C. Ranked Faculty

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 college dean, 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

230 Baccalaureate degree granting institution that is accredited by a regional accrediting
231 association or an international accrediting organization recognized by appropriate
232 governmental authorities. Each year of teaching experience means full-time teaching
233 for a full academic year. Relevant professional experience shall be considered. Upon
234 the recommendation of the provost and the president, the Board of Regents may grant
235 exceptions to these requirements.
236

237 **1. Qualifications for Appointment to Rank**

238
239 a. Assistant Professor

240
241 This rank requires ability in the areas of teaching, scholarship/creative activities,
242 service and student support appropriate to the discipline. It also requires an
243 earned doctorate or other terminal degree in the field.
244

245 An offer of appointment at the rank of Assistant Professor with non-tenure status
246 may be given to a candidate who has completed all the terminal degree
247 requirements except for the thesis or dissertation. The expectation is for the
248 faculty member to complete all terminal degree requirements as negotiated
249 during the hiring process and no longer than one year from the start of the initial
250 contract. Progress towards this requirement will be monitored by the
251 dean/associate provost and department chair/school director. If appropriate
252 progress is not being made, the faculty member will not be recommended for
253 continued employment with the university. In exceptional cases, where
254 dissertation writing requires greater time or extenuating circumstances dictate, a
255 contract may be renewed for a second academic year. When official
256 documentation of completion of the terminal degree is received, and all other
257 evaluations of the faculty member are acceptable, the appointment will become
258 tenure-track effective in the next academic year. If the faculty member has not
259 completed the terminal degree by February 1 of the second contract period, then
260 the contract will be changed to a titled faculty contract or a search for a tenure-
261 track position may be started and the faculty member will not be recommended
262 for continued employment.
263

264 b. Associate Professor

265
266 This rank requires a demonstrated, sustained record of 1) excellent teaching and
267 meaningful engagement in professional development; 2) scholarship/creative
268 activities; and 3) a strong record of service and student support appropriate to the
269 discipline. It also requires an earned doctorate or other terminal degree in the
270 field and completion of at least four years of teaching at the rank of assistant
271 professor or above at a regionally accredited institution of higher education. A
272 faculty member can be brought in at this rank without tenure and be minimally
273 qualified for tenure after one year in service at Northwest, and must apply for
274 tenure no later than during his/her sixth year.
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c. Professor

This rank requires being an internally and externally recognized teacher/scholar with an exemplary cumulative record of 1) teaching effectiveness and meaningful engagement in professional development; 2) a significant record of scholarship/creative activities; and 3) a significant record of service and student support appropriate to the discipline. It also requires an earned doctorate or other terminal degree and the completion of five years of teaching experience in the rank of associate professor or above at a regionally accredited institution of higher education. A faculty member can be brought in at this rank without tenure and be minimally qualified for tenure after one year in service at Northwest, and must apply for tenure no later than during his/her sixth year.

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

1. Faculty with Academic Rank—Full-time

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

2. Faculty with Academic Rank—Part-time

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

VI. Work Load

Workload for ranked faculty members consists of: 1) teaching and professional development, 2) scholarship/creative activities, and 3) service and student support. Workload for titled faculty consists of 1) teaching and professional development and 2) service and student support appropriate to his/her position.

A. Teaching and Professional Development

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

322 chair/school director on his/her work assignments and performance expectations
323 associated with these assignments.

324
325 Other duties under teaching may include creation of new courses and new modes of
326 teaching (e.g., web-based or distance learning) as well as supervision of internships,
327 field experiences, and independent studies. These duties generally do not count as
328 part of the regular teaching load.

329
330 Faculty are also expected to engage in professional development activities to improve
331 their teaching and stay up to date in their discipline, pedagogy, and the use of
332 technology in instruction as is appropriate to their discipline.

333
334 There are internal and external opportunities to assist in this process. Examples of these
335 include faculty Planning and Development days, Academic Initiative—funds,
336 opportunities with the Learning and Teaching Center, the Center of Information
337 Technology in Education (CITE), workshops, videoconferences, Faculty Welfare
338 workshops and a mentor’s guidance. If the faculty member does not feel these resources
339 are being made available to him/her at a sufficient level, he/she has the responsibility to
340 make this known to the department chair/school director, dean, and/or provost.

341
342 Departments/schools, colleges, and the university support professional development
343 opportunities through, for example, financial support, reassigned time, and
344 encouragement to implement new ideas. Three specific opportunities for extended
345 training and development include sabbatical, educational and exchange leaves. Faculty
346 are encouraged to request support for these leaves. Department chair/school director
347 and deans should provide leadership and guidance and promote applications by their
348 faculty.

349
350 A faculty member may apply for partial release time to engage in significant
351 curriculum development through his/her department chair/school director, with the
352 approval of his/her dean, the provost and the president. Partial release time may also
353 be provided for approved university assignments requiring significant blocks of time.

354
355 **B. Scholarship/Creative Activities**

356
357 Ranked faculty are responsible to allot time for scholarship/creative activities in the
358 normal work week. Upon the recommendation of the department chair/school
359 director, college dean, the provost and the president, reassigned time may be
360 authorized in order to provide faculty members time for scholarship/creative activities
361 that contributes to both departmental/school and professional goals. Faculty members
362 who are granted this opportunity will be required to provide a report to his/her
363 department chair/school director. Department chairs/school directors will provide a
364 comprehensive report to the appropriate college dean/associate provost. In planning
365 academic assignments, department chairs/school directors (or supervisors of those
366 faculty members whose primary functions may not be teaching) will attempt to

367 provide blocks of time for scholarship/creative activities by individual faculty
368 members who have had reassigned time approved.

369
370 **C. Service and Student Support**

371
372 All faculty members are expected to provide service to the university and support to
373 students as part of their work load. See Section VIII.F.3 for some of the possible
374 ways to fulfill this function.

375
376 **1. Advisement**

377
378 Student advisement involves helping a student define and achieve his/her
379 educational goals, proceed through the undergraduate and graduate experience,
380 and establish an educational foundation for life-long learning. All faculty
381 members advise students as directed by the department chair/school director, and
382 will be evaluated by the department chair/school director in this activity. The
383 department chair/school director will assign advisees in an equitable way so as to
384 distribute work load throughout the department/school and maximize the skills of
385 department/school members. In some cases, eligibility requirements will
386 determine which faculty members can advise certain students (e.g., B.S. Ed.
387 programs). Faculty members shall be knowledgeable of essential aspects of the
388 curriculum and pertinent policies and procedures of the university in order to
389 provide accurate and timely advice to students. In advising students, faculty
390 members may not knowingly make representations or commitments that are
391 inconsistent with university policies.

392
393 **2. Availability to Students**

394
395 Each faculty member must post a schedule of at least seven office hours each
396 week for consultation with students and advisees and be responsive to students'
397 communications in a timely manner. Faculty members should make special
398 appointments for students who cannot appear during the regular office hours
399 because of conflicts with other classes. Adjunct faculty members must discuss
400 appropriate office hours with their respective department chair/school director.

401
402 **3. Mentoring Students**

403
404 Faculty members should assist students with their academic and professional
405 development. This mentoring role can be fulfilled by such activities including but
406 not limited to: teaching University Seminar, overseeing undergraduate/graduate
407 research, and sponsoring student organizations.

408
409 **4. Service**

410
411 All faculty members are expected to serve on departmental/school committees.
412 Instructors seeking promotion, senior instructors, assistant professors, associate

413 professors, and professors are expected to serve on senate and university
414 committees, attend their meetings, and participate in their work. First-year faculty
415 are exempt from committee service. Faculty members may be asked to serve on
416 additional committees, sub-committees, and task forces, but should carefully
417 consider with their department chair/school director other workload considerations
418 before agreeing to serve. Service may also include contribution to one's
419 profession—that is, serving in an official capacity in a state, regional, national, or
420 international entity related to one's discipline—or service to the community,
421 provided it is related to one's discipline.
422

423 VII. Faculty Development

424 A. Orientation Process

425
426
427 The faculty orientation process introduces new faculty into the Northwest culture. New
428 faculty members are presented with an overview of their department/school, college, and
429 the university and the important role they are expected to play in each. The faculty
430 member must engage fully in the orientation process. The department chair/school
431 director and members of the department/school will assist the new faculty member in
432 this process. The department chair/school director will visit with the new faculty
433 member periodically to make sure that he/she is receiving adequate or appropriate
434 mentoring. If the faculty member does not feel that he/she has received adequate or
435 appropriate orientation, he/she should bring this to the attention of his/her department
436 chair/school director, dean, and/or provost.
437

438 B. Professional Development

439
440 Northwest's professional development process includes an annual faculty evaluation,
441 mentoring from the chair and senior faculty, and training and development opportunities
442 to enhance a faculty member's capabilities and ability to contribute to Northwest's
443 continuous development. The annual faculty evaluation process is separate and apart
444 from Northwest's tenure evaluation process, which is also set forth in this *Faculty*
445 *Handbook*.
446

447 Northwest's professional development process includes mentoring, peer observation, an
448 annual faculty evaluation, and training and development opportunities from Northwest
449 and as appropriate to one's discipline. The annual faculty evaluation process is a
450 developmental process that is distinct from Northwest's tenure evaluation process,
451 which is also set forth in this chapter.
452

453 1. Faculty Annual Evaluation

454 a. The Process

455
456
457 Northwest's annual faculty evaluation process is based on the premise that
458 quality instructional programs are enhanced when evaluation focuses on

459 individual and team accomplishments and strategies for continuous
460 improvement. The performance of all faculty is evaluated in accord with their
461 department/school, discipline, rank/title, and assignment. The department/school
462 is responsible for maintaining and updating a clear set of expectations based on
463 the evaluation criteria outlined in this chapter. Faculty evaluation is based on the
464 department's/school's criteria for teaching and professional development,
465 scholarship/creative activities (optional for titled faculty), and service and
466 student support. The faculty member must demonstrate that he/she has met or
467 exceeded the criteria. The range of percentages that may be applied toward
468 teaching and professional development, scholarship/creative activities, and
469 service and student support are set and communicated in writing by the faculty
470 member as approved by the department chair/school director.
471

472 b. Administration of the Evaluation of Faculty
473

474 The department chair/school director, in consultation with the college dean/vice
475 provost, is responsible for the evaluation of faculty members. The department
476 chair's/school director's evaluation may include consultation with peers and
477 visits to classes taught as a part of the review process and will consider student
478 opinion of teaching effectiveness and other materials the faculty member may
479 wish to include. Documentation relating to the faculty evaluations will be filed
480 in the office of the Provost.
481

482 c. Additional Evaluation Issues
483

- 484 1) Departments/schools have the responsibility to develop and assign weights
485 to the criteria for each of the areas in which a faculty member will be
486 evaluated. The criteria and weights should reflect the mission of the
487 department/school as well as future directions for faculty growth.
488 Departments/schools will be responsible for reviewing, modifying and
489 enhancing the quality of their evaluation criteria on an annual basis and will
490 submit any changes made to the dean and/or provost for approval.
491 Modifications take effect in the following academic year.
492
- 493 2) These criteria will guide the assessment of performance of the faculty
494 members evaluated.
495
- 496 3) Department/school evaluation procedures will include a self-evaluation
497 component.
498
- 499 4) The evaluation process will recognize the differences in responsibilities for
500 faculty on different types of contracts. Tenure track and tenured faculty will
501 be evaluated on their performance in the areas of teaching and professional
502 development, scholarship/creative activities, and service and student support.
503 Faculty members holding non-tenure contracts will be evaluated on their
504 performance in the areas of teaching and professional development and

505 service and student support. Faculty members holding term contracts may
506 have all of their contract responsibilities in the areas of teaching/professional
507 development and will be evaluated accordingly.
508

- 509 5) Faculty shall establish professional goals at the beginning of each evaluation
510 year in consultation with their department chair/school director. Percentages
511 devoted to each work load category (i.e., teaching and professional
512 development, scholarship/creative activities, and service and student
513 support) are determined and a list of individual goals should be created in the
514 context of departmental/school, college, and university goals.
515
- 516 6) All courses must be evaluated for all faculty in each term.
517
- 518 7) Student course evaluation results are used as one part of the discussion with
519 the department chair/school director to allow faculty members to analyze
520 their strengths and weaknesses and develop strategies for improvement; to
521 evaluate faculty teaching for tenure and promotion decisions; and,
522 aggregated with other faculty member results, to track teaching performance
523 at the department chair/school director and college levels.
524
- 525 8) Each full-time and part-time faculty member will receive an annual
526 evaluation regarding his/her performance at Northwest Missouri State
527 University. This evaluation shall include a conference with the department
528 chair/school director at which time the faculty member's effectiveness
529 relative to the evaluation criteria and goals are articulated and discussed.
530
- 531 9) Faculty members who have administrative responsibilities will be evaluated
532 as an administrator by their supervisor for that portion of their work load.
533 The minimum percentages for teaching and professional development,
534 scholarship/creative activities, service and student support may be reduced
535 within the departmental/school plans to account for an administrative load.
536
- 537 10) During the first trimester of a faculty member's first year of employment, the
538 department chair/school director will review in detail the
539 department's/school's faculty evaluation criteria.
540

541 2. Faculty Mentorship 542

543 Each new faculty member will be assigned a mentor, from within or outside the
544 faculty member's department/school. A faculty mentor's duties may include advice
545 on instruction, advisement, scholarship/creative activities, service and student
546 support, tenure and promotion, yearly evaluation, 3rd and 5th year reviews, as well
547 as other institutional procedures and processes. The department chair/school
548 director, members of the department/school, and designated mentor will assist the
549 new faculty member within the guidelines of the mentorship program directed by the
550 provost. The department chair/school director will visit with the new faculty member

551 periodically to make sure that he/she is receiving productive and appropriate
552 mentoring.

553
554 C. Faculty Development Leaves

555
556 1. Sabbaticals

557
558 The university will support as many sabbaticals, educational leaves, and exchange
559 leaves that meet established criteria as funding allows. To be eligible for funding,
560 leaves must have the potential to contribute tangibly to a faculty member's
561 professional development and/or university goals. The number of leaves with salary
562 granted during any one year will be determined by the budget and actions of the
563 Board of Regents. Sabbatical leaves will be considered under the following
564 guidelines:

- 565
566 a. Faculty must have served at Northwest for at least three full years at rank to be
567 eligible for a sabbatical.
- 568
569 b. Applications are submitted to the faculty member's department chair/school
570 director, dean, and the provost on or before November 20 of the academic year
571 prior to the year for which the leave is requested. Each application will be
572 reviewed by the faculty member's department chair/school director,
573 dean/associate provost, and the provost. A detailed statement of the purpose of
574 the leave and projected outcomes must be included in the application. All
575 applicants will be notified in writing of the final decision regarding their
576 applications by the provost.
- 577
578 c. Sabbatical leaves are not an entitlement; they are granted for purposes that
579 enhance attainment of the university's mission, and advance the individual
580 faculty member's professional growth. Following the sabbatical leave, the
581 faculty member will submit to the provost and to the appropriate department
582 chair/school director and college dean a report of professional activities while on
583 leave. In addition, the faculty member, upon the completion of the sabbatical,
584 will be responsible for presenting his or her findings to the university at large
585 and to other interested parties.
- 586
587 d. Sabbatical leaves are not granted to pursue advanced degrees.
- 588
589 e. Salary for the period of the leave will be one-half academic year at full pay or
590 half of the median based instructor pay for that fiscal year, whichever is less.
591 Faculty members on sabbatical leave will participate in the retirement program
592 and will have their fringe benefits paid by the university at the same rate as if
593 they were not on leave.
- 594

- f. In computing years of service that apply toward eligibility for promotion and salary consideration, the time spent on sabbatical leave will be counted as full-time service.
- g. Faculty members on leave will be evaluated in accord with their agreed upon assignment during the leave period.
- h. Faculty granted a sabbatical leave with pay shall agree to serve at least two more consecutive academic years on the faculty of Northwest, and will be required to sign legal documents assuring fulfillment of this commitment.
- i. The Board of Regents reserves the right in its sole discretion to refuse a request for leave.

2. Educational Leaves

Only full-time, ranked faculty, instructors, and senior instructors are eligible for educational leave. Leaves for ranked faculty members to return to graduate school to work toward an advanced degree require a positive recommendation by the president and Board of Regents approval. The number of educational leaves granted during any one year will be determined by the budget and actions of the Board of Regents. The Board of Regents reserves the right to refuse to grant a leave request. Educational leaves are subject to the following guidelines:

- a. In recognition of at least three years of continuous service, ranked faculty, instructors, and senior instructors may be granted educational leave not to exceed the equivalent of one academic year. Applications for extensions without pay may be considered.
- b. Applications for educational leaves shall be submitted no later than November 20 of the year prior to the academic year for which the leave is requested. A detailed statement of the purpose of the leave which will include the name of the institution to be attended and a statement of anticipated progress toward degree/program completion to be made during the period of the leave must be attached to the application. All applicants will be notified in writing of the final decision.
- c. The purpose of the leave must be for attendance at an accredited institution of higher learning or otherwise adding to one's professional competence or usefulness in a manner approved by the president or his/her designee. When a faculty member is granted a leave for the purpose of attending an institution of higher learning, the faculty member must enroll on a full-time basis.
- d. Salary for the period of the leave will be half of the stipulated salary or half of the median based instructor pay for that fiscal year, whichever is less. Faculty members on educational leave will participate in the retirement program and will

641 have their fringe benefits paid by the university at the same rate as if the faculty
642 member were not on leave.

643
644 e. In computing years of service that will apply toward eligibility for promotion,
645 tenure and salary considerations, time spent on educational leave will be counted
646 if approved by the provost. Maximum credit to be received will be one year.

647
648 f. Faculty members on leave will be evaluated in accord with their agreed upon
649 assignment during the leave period.

650
651 g. The faculty member granted an educational leave with pay shall agree to serve at
652 least two consecutive years after the leave concludes on the faculty of Northwest
653 and will be required to sign legal documents assuring this commitment.

654
655 3. Exchange Leaves

656
657 Full-time, ranked faculty members may apply for leave for the purpose of
658 exchanging positions with a faculty member at another institution. The number of
659 exchange leaves granted during any one year will be determined by the budget and
660 actions of the Board of Regents. The Board of Regents reserves the right to refuse a
661 leave request. Exchange leaves are subject to the following guidelines:

662
663 a. Any exchange leave, when agreed to by the institution and the individual
664 involved, is to be granted for purposes that will enhance the university and the
665 development of the faculty member.

666
667 b. The provost may commit the university to assist the faculty member with travel
668 expenses incurred because of the exchange. This policy does not cover moving
669 expenses.

670
671 c. In computing years of service that will apply toward eligibility for tenure and
672 promotion, and salary considerations, time spent on exchange leave will be
673 counted if recommended by the provost and president and approved by the
674 Board of Regents. Maximum credit to be received will be one year.

675
676 d. Faculty members on leave will be evaluated in accord with their agreed
677 assignment during the leave period.

678
679 VIII. Tenure and Promotion Introduction:

680
681 It is the discretion of the Board of Regents whether or not to grant tenure and promotion to a
682 faculty member. A promotion in rank, title, or tenure and promotion is not an entitlement,
683 and the responsibility rests solely with the individual faculty member to demonstrate that
684 he/she has met or exceeded the criteria set forth in this chapter. The number of promotions
685 granted each year should not be impacted by budgetary conditions, though pay raises for
686 promotions will be subject to such conditions.

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For both tenure and promotion, the faculty member must demonstrate sustained excellence in 1) teaching and professional development, 2) scholarship/creative activities, and 3) service and student support as defined in this chapter and as established by the university, by submitting a concise portfolio documenting accomplishment in these areas. For further elaboration on these criteria, refer to section VIII.F “Evidence for Tenure and Promotion” below.

A. Negotiated years toward Tenure and Promotion

At the time of an offer of a faculty position, the faculty member may negotiate years of credit toward tenure and promotion if he/she has experience at an institution that meets appropriate national or international accreditation standards and the department chair/school director and dean/associate provost/vice provost have recommended the credit which must be approved by the provost.

B. Promotion (Outside of Tenure and Promotion)

For faculty holding the positions of Instructor or Associate Professor, the procedure for promotion mirrors that of the procedure for tenure and promotion, following the guidelines and submission deadlines as set by the office of the provost. The promotion criteria are as follows.

1. Full Professor

A faculty member who has served a minimum of five years in the rank of Associate Professor at Northwest Missouri State University is eligible to apply for promotion to Full Professor.

2. Senior Instructor

An Instructor is eligible to apply for promotion to the rank of Senior Instructor after serving a minimum of six years at the rank of Instructor at Northwest Missouri State University.

C. Eligibility for Tenure and Promotion

An Assistant Professor is minimally eligible to apply for tenure and promotion to the rank of Associate Professor after four years in the rank of Assistant Professor at Northwest Missouri State University. Assistant Professors may apply for tenure and promotion in their fifth, sixth, or seventh years (excepting circumstances where the Board of Regents has granted a temporary stoppage of the tenure and promotion clock) Refer to section VIII.C. A faculty member who chooses to apply for tenure and promotion in the fifth or sixth year, rather than the seventh, will be held to the same standard.

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D. Temporary Stoppage of the Tenure and Promotion Clock

Upon the written request of a faculty member, the Board of Regents may grant a temporary stoppage of the tenure and promotion clock for assistant professors, or the tenure clock for associate professors or full professors hired at those ranks. They may do so if, in their judgment, the academic performance of the provisional faculty member would be adversely affected by extraordinary circumstances. During this period, the faculty member will not be evaluated according to the tenure and promotion guidelines and the temporary stoppage time will not be counted toward tenure and promotion eligibility. After the end of this period the faculty member will resume his/her tenure and promotion clock. The procedure for a temporary stoppage of the tenure and promotion clock petition is as follows:

1. A faculty member must submit a written request to his/her department chair/school director. This request will be forwarded, with recommendation, to the dean/vice provost and then to the provost and president who will present it to the Board of Regents.
2. 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.
3. 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 warranted by extraordinary circumstances.
4. In order to evaluate the request, additional documentation may be required to the extent allowable by law.
5. 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.

E. Third and Fifth Year Reviews

Full-time tenure track faculty will be advised in writing of their progress following an advisory meeting with the college dean/vice provost at the end of their 3rd and 5th years of service. In addition, all senior faculty who will vote on tenure will participate in this review and offer an assessment of the candidate's application for tenure and promotion.

779 These reviews are designed to serve as a critical part of the formative evaluation process
780 toward tenure and promotion. Each department/school has to make these procedures
781 available to their faculty.
782

783 F. Evidence for Tenure and Promotion
784

785 The following are possible, but not the only, ways in which faculty demonstrate
786 excellence in each of the areas of evaluation:
787

788 1. Teaching and Professional Development
789

790 a. A faculty member must in his/her presentation of materials document how
791 his/her teaching and professional development contributes to effective
792 instructional design, where learning outcomes, assignments, and assessments
793 are aligned at the appropriate level of student learning. The presented
794 materials must demonstrate a faculty member's understanding of the learning
795 process and how his/her teaching is compatible with the process of student
796 learning.
797

- 798 • Chair evaluations
- 799 • Senior faculty evaluations
- 800 • Student feedback, including student course opinionnaire
- 801 • Department chair/school director classroom visits
- 802 • Course syllabi
- 803 • Applications of technology to learning
- 804 • Teaching portfolios (teaching loads, course preparations, sample assessment
805 instruments, etc.)
- 806 • Supervision of independent studies, practica, etc.
- 807 • Receipt of teaching awards or honors
- 808 • Participation in instructional workshops/seminars, etc.
- 809 • Development of innovative teaching techniques/methods
- 810 • New program/course development
- 811 • Department/school approved pedagogical activities
- 812 • Peer observations
- 813 • Participation in Teaching and Learning Center workshops
- 814 • Participation in teaching improvement sessions at professional conferences
- 815 • Professional development activities determined as appropriate by the
816 department chair/school director/dean/associate provost
817

818 2. Scholarship/Creative Activities
819

820 *Statement of principles regarding scholarship*:*
821

822 The evaluation of scholarship/creative activities is founded on the necessity of
823 ranked faculty to continue to develop as creative researchers, evolve with
824 developments in their field, employ scholarly research in learning and teaching,

825 implement theoretical research to practical applications, embody high standards of
826 integrity, and meet a breadth of expectations for high standards of performance.

827
828 To assure quality and rigor, and an ongoing commitment to the university mission,
829 all scholarship/creative activities must meet the following standards:**

- 830
831 1) Clear professional goals that reflect thoughtful purpose in professional activity
832 2) Adequate preparation that demonstrates understanding of the tools of
833 scholarship/creative activities and the established context of new work in the
834 field
835 3) Appropriate methods in pursuing the process of inquiry, creativity, and discovery
836 4) Meaningful results that are indicative of significant explorations and
837 contributions in the field or application across disciplines
838 5) Effective presentation that communicates creative and scholarly accomplishment
839 6) Reflective critique that evaluates the product of creative and scholarly work

840
841 By these criteria, a faculty member's scholarship/creative activities must be peer-
842 reviewed, disseminated and critiqued using the accepted standards of the profession
843 and appropriate to the discipline of the faculty member as approved by the faculty
844 member's department/school in consultation with the dean/associate provost/vice
845 provost and provost. The university's definition of scholarship/creative activities
846 includes integration, application, and teaching to better support our institutional
847 commitment to student learning and public service. Evaluation of scholarly/creative
848 activities occurs in the faculty member's annual evaluation, and throughout the
849 tenure and promotion process.

850
851 a. Scholarship of teaching

852
853 The scholarship of teaching explores, develops, and disseminates methodologies
854 appropriate to varied disciplines that improve learning outcomes and inspire
855 further intellectual and creative growth. Scholarship in pedagogy improves the
856 scholar's own practice while contributing shared knowledge to the discipline of
857 teaching. Such scholarship embraces teaching as a form of understanding that
858 both shares and generates creative and intellectual capacity. Examples may
859 include, but are not limited to:

860
861 Research that advances the understanding of learning and teaching, presentation
862 of teaching strategies in peer-reviewed forums, publication in pedagogical
863 journals, publication of instructional materials, development of systems for
864 assessment of learning; grant proposal, research writing and submission to
865 external agencies; procurement of external funding through grants.

866
867 b. Scholarship of discovery

868
869 The scholarship of discovery entails creative/scholarly work that constitutes
870 investigative efforts within a discipline that contribute to human knowledge and

871 the intellectual activity of the university. The process and outcomes of scholarly
872 discovery employ the historical role of the university in forging new
873 understanding and new modes of creativity and expression. Examples may
874 include but are not limited to:

875
876 Research projects that may include undergraduate or graduate student
877 involvement; publication of books, chapters, articles and reviews; creative
878 activities resulting in performances, exhibitions, and presentations; paper, poster,
879 or lecture presentations at scholarly conferences or other institutions; grant
880 proposal, research writing and submission to external agencies; procurement of
881 external funding through grants.

882
883 c. Scholarship of integration

884
885 The scholarship of integration contributes to a more comprehensive
886 understanding by placing the discoveries of disciplines and creative work within
887 the context of a larger body of knowledge. Such creative/scholarly work makes
888 connections across disciplines and elicits meaning by bringing new perspectives
889 to bear on existing discoveries. Such work contributes to specialized fields by
890 integrating them with others, while often educating non-specialists as well.
891 Examples may include but are not limited to:

892
893 Publication of books, chapters, articles and reviews; creative activities resulting
894 in performances, exhibitions, and presentations; paper, poster, or lecture
895 presentations at scholarly conferences or other institutions; grant proposal,
896 research writing and submission to external agencies; procurement of external
897 funding through grants; research projects that may include undergraduate or
898 graduate student involvement.

899
900 d. Scholarship of application

901
902 The scholarship of application utilizes new or integrative knowledge in solving
903 consequential problems facing individuals, institutions, or society. Such
904 scholarship bridges creative research and service through citizenship that,
905 beyond simply doing good in the community, applies professional activity
906 within a field of study to solve problems confronting communities of people.
907 While addressing known problems, such application of creative and scholarly
908 work may also generate a new understanding through a dynamic interaction of
909 theory and practice. Examples may include but are not limited to:

910
911 Publications of findings related to applied research, presentations or poster
912 sessions at conferences, participation in panels or symposia; grant proposal,
913 research writing and submission to external agencies; procurement of external
914 funding through grants, the application of research and expertise to community
915 or organizational projects.

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

**See Glassic, Huber, Maeroff, *Scholarship Assessed: Evaluation of the Professorate* (The Carnegie Foundation for the Advancement of Teaching, 1997).

3. 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 listing should not be construed as being in priority order.

G. Tenure and Promotion Procedure

1. 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."

- 963 a) A tenure-track faculty member wishing to apply for tenure shall complete
964 application form, which is available in the Office of the Provost, with
965 appropriate documentation reflecting the faculty evaluation criteria outlined in
966 Chapter 2 of this Handbook and the department/school faculty evaluation
967 documents. The faculty member will deliver these materials to the department
968 chair/school director in accordance with the calendar prepared by the provost.
969
- 970 b) The department chair/school director shall make this documentation available to
971 all tenured members of the department/school.
972
- 973 c) Failure to meet a deadline by the faculty member shall result in the termination
974 of the process. Failure to meet a deadline by the administration will not affect
975 the application.
976

977 2. Tenure-Track Faculty Employed After July 1, 1992
978

979 Faculty who are eligible for tenure and promotion/or promotion outside of tenure
980 initiate this process by completing and submitting the application form which can
981 be obtained from the Office of the Provost along with guidelines for the
982 documentation required for the tenure and/or promotion procedure. The form,
983 along with the appropriate documentation, must be submitted to the department
984 chair/school director in accord with the university calendar established by the
985 provost. The Faculty Advisory Committee on Tenure and Promotion, the Faculty
986 Welfare Committee, and the Provost's office will jointly offer sessions and
987 information to guide faculty members in the preparation of applications.
988

989 If the applicant for tenure and/or promotion is a department chair/school director,
990 the dean/associate provost will take over the role held by the department
991 chair/school director in this process.
992

993 3. Departmental/School Committee Procedure
994

995 The department chair/school director will make an applicant's tenure and promotion
996 material available to a departmental/school committee composed of all full-time
997 faculty holding at least the title/rank to which the candidate aspires and who have
998 completed at least two years of service at Northwest Missouri State University.
999

1000 The department chair/school director will secure a written secret ballot for tenure
1001 and promotion from all members of the departmental/school committee. The
1002 department chair/school director will convey those assessments and
1003 recommendations along with his/her written assessment and recommendation to the
1004 dean/vice provost in accordance with the calendar established by the provost.
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4. Dean/Associate Provost/Vice Provost Recommendation
The dean/associate provost/vice provost shall give a written assessment and recommendation to the provost in accordance with the university calendar established by the provost.
 5. Associate Provost for Graduate Studies' Recommendation
In the case of graduate faculty, the associate provost for graduate studies will forward his/her endorsement or non-endorsement of the vice provost or academic dean's recommendations to the provost.
 6. 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 XI. K.
 7. Provost's Recommendation
The provost will present all written recommendations, including his/her 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 of graduate studies, college/school dean/associate provost/vice provost and provost do not agree, the provost will arrange a conference with all parties to the decision. The series of recommendations and any conferences to discuss these recommendations shall be considered in the provost's recommendation to the president.
 8. 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 his/her recommendation.
 9. 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.
 10. Notification
The discussions of the Faculty Advisory Committee on Tenure and Promotion shall remain confidential; however, the committee vote will be transmitted to the

1054 applicant upon request to the provost. All candidates will be notified of the decision
1055 of the Board of Regents.

1056 In cases of denial of tenure

- 1057 ▪ In cases of denial of tenure and promotion, this report of the committee vote is
1058 final communication.
- 1059 ▪ In cases of denial of promotion, however, the candidate will receive an oral as
1060 well as written report from the provost concerning the recommendations of the
1061 department chair/school director, dean/vice provost, Faculty Advisory
1062 Committee on Tenure and Promotion, provost, and the president, along with
1063 suggestions for correcting the situation that led to denial.

1064

1065 11. Failure to Receive Tenure

1066

1067 A faculty member who is not granted tenure or who fails to apply for tenure by the
1068 end of the specified time will be offered a terminal one-year non-renewable contract
1069 after which employment with the university will be terminated.

1070

1071 IX. Retreat Rights for Administrators

1072

1073 Administrators granted tenure at the time of employment or who earned tenure as faculty
1074 members at Northwest retain tenure as a faculty member within the discipline in which
1075 tenure was granted initially.

1076

1077 A tenure track contract may be awarded to administrators who choose to return to full-
1078 time teaching responsibilities when they were not granted tenure at the time of
1079 employment or did not earn tenure as a faculty member at Northwest. They will then be
1080 subject to all policies and regulations governing the granting of tenure to tenure track
1081 faculty at Northwest.

1082

1083 Administrators may be employed with rank, and a contractual provision for retreat rights
1084 for early tenure review in accordance with university policies and criteria on tenure, upon
1085 the recommendation of the president and approval by the Board of Regents. However,
1086 before such appointment shall be made, the department/school and college shall be
1087 consulted as to the appropriateness of such a faculty appointment. Tenure shall not be
1088 granted prior to the completion of three years of service to the university as a full-time
1089 faculty member.

1090

1091 Administrators returning to faculty status who are awarded a tenure track contract with
1092 faculty rank and who have been employed under a faculty and administrative contract
1093 will be granted a salary equivalent to the faculty component of that faculty and
1094 administrative contract. Administrators who have been employed under an
1095 administrative only contract in such a circumstance shall be awarded a tenure track
1096 contract salary that considers years of service in higher education in both administrative
1097 and faculty positions and the individual's historical record of scholarly/creative
1098 accomplishments. Where possible, issues related to service should be resolved when the
1099 administrator is initially contracted with the university.

1100
1101 Administrators returning to faculty status who are awarded a tenure track contract with
1102 faculty rank and who have been employed under a faculty and administrative contract
1103 will be granted a salary equivalent to the faculty component of that faculty and
1104 administrative contract. Administrators who have been employed under an
1105 administrative only contract in such a circumstance shall be awarded a tenure track
1106 contract salary that considers years of service in higher education in both administrative
1107 and faculty positions, and the individual's historical record of scholarly/creative
1108 accomplishments.

1109
1110 X. Separation from the University

1111
1112 A. Resignation

1113
1114 A faculty member who desires to terminate his/her employment should do so by
1115 presenting a written resignation to the provost at least four months prior to the
1116 commencement of the next academic year.

1117
1118 B. Non-renewal of Contract for Tenure-Track Faculty

1119
1120 A tenure-track faculty member is to be notified of non-renewal of contract according to
1121 the following:

- 1122
- 1123 1. During the first year of employment, notification of non-renewal shall be given in
1124 writing on or before March 1.
 - 1125
 - 1126 2. During the second and third year of employment, notification of non-renewal shall be
1127 given in writing on or before February 1.
 - 1128
 - 1129 3. After the third year of employment, notification of non-renewal shall be given in
1130 writing on or before February 1, in which case a terminal one-year non-renewable
1131 contract may be offered.
 - 1132

1133 C. Termination or Suspension for Cause During the Contract Period (i.e., Termination "For
1134 Cause")

1135
1136 The following provisions apply regarding the termination or suspension of faculty during
1137 the period of their contract. No faculty member will be so removed except "for Cause,"
1138 which is defined as incompetency, neglect or refusal to perform his/her duties,
1139 dishonesty, drunkenness, or immoral conduct. Such "Cause" may be found in, but is not
1140 necessarily limited to, violation of *Faculty Handbook* or other university policy or
1141 violation of the law in connection with the performance of duties with the university.
1142 A faculty member will not be removed until after ten academic days' notice (an
1143 "academic day" is defined as a regularly scheduled day of instruction at the university),
1144 in writing, stating the nature and causes of termination. The faculty member will have the
1145 opportunity to present a defense to the Board of Regents with or without counsel and be

1146 allowed to introduce testimony that will be heard and ruled upon by the Board of Regents
1147 as detailed in the procedure below.

1148
1149 A relevant job-related conviction or guilty plea is grounds for termination of
1150 employment or non-selection of a candidate. Convictions and guilty pleas include all
1151 felonies and misdemeanors except minor traffic violations in relation to any position
1152 which does not require driving. For positions that require operation of a motor vehicle,
1153 the terms “conviction” and “guilty plea” shall include minor traffic violations where
1154 frequency or conditions warrant.

1155
1156 To implement these provisions the following procedures shall apply: (These procedures
1157 do not apply to the non-renewal of faculty contracts.)

- 1158
1159 1. When the president or his/her authorized representative (in this subsection
1160 “Presidential Representative”) determines that it may be necessary to remove or
1161 suspend a faculty member under the provisions herein, the president or his/her
1162 authorized representative will confer with the faculty member concerning the reasons
1163 for the potential termination or suspension. If the matter cannot be resolved by mutual
1164 agreement, the president or his/her authorized representative will present the faculty
1165 member with a statement of the reasons for his/her termination or suspension in
1166 writing. These reasons will either be presented to the faculty member personally or be
1167 sent to him/her by certified mail to the mailing address listed with the university.
1168
- 1169 2. No faculty member will be terminated or suspended from his/her position until ten
1170 academic days after the presentation of written notice unless there is reasonable belief
1171 of danger to life, property or the general welfare of the students if he/she remains in
1172 his/her position. Such determination is at the sole discretion of the president or the
1173 provost. Notice of termination or suspension will be given in writing. Salary will not
1174 be affected during the period of suspension.
1175
- 1176 3. If the faculty member decides to contest the termination or suspension, he/she must
1177 file a request for a hearing with the university president and the presiding officer of
1178 the faculty senate within ten academic days of receiving written notification of
1179 termination.
1180
- 1181 4. If the faculty member requests a hearing within ten academic days of notification, the
1182 Faculty Hearing Committee will meet within five working days, consistent with
1183 allowing the president or his/her representative and the accused faculty member time
1184 to gather evidence, including witnesses, to substantiate or refute the charges. (See the
1185 Appeals Procedure for more details regarding the Faculty Hearing Committee.) If no
1186 request for a hearing is made within ten academic days, the matter is deemed final and
1187 there will be no further right of hearing or appeal. The faculty member's contract will
1188 be deemed terminated and his/her salary will be discontinued.
1189
- 1190 5. The Faculty Hearing Committee will hear the issues and make recommendations to
1191 the president and the faculty member relative to its findings. Only the president can

1192 release results of the Faculty Hearing Committee.
1193

- 1194 6. No faculty member may have his/her case heard by the Board of Regents until after
1195 his/her case has been heard by the Faculty Hearing Committee and its
1196 recommendations or findings made known to both the president or his/her authorized
1197 representative and the faculty member. After such faculty member receives the
1198 report, he/she may choose to appeal to the Board of Regents for a final decision. The
1199 recommendations or findings of the Faculty Hearing Committee are advisory to the
1200 president and the Board. The Board has sole and final authority in all decisions
1201 regarding dismissal or suspension of the faculty member.
1202

1203 **D. Reduction in Force**
1204

1205 Reduction in force is a mechanism of last resort.
1206

1207 Any decision resulting in the growth, realignment, or reduction of faculty should be
1208 guided by a fundamental consideration for the well-being of the university as a whole.
1209 This consideration includes providing services as mandated by the state legislature,
1210 maintaining sufficient financial resources to continue operation, responding to the
1211 demands for higher education by the citizens of Missouri, and maintaining sufficient
1212 standards to retain accreditation as a university. Furthermore, as an aspect of maintaining
1213 the well-being of the university, program integrity must be maintained by providing
1214 sufficient faculty resources to guarantee that instruction is offered in subjects of highest
1215 need and demand. Although responsible safeguards for faculty tenure and seniority must
1216 be provided, program integrity will be of paramount importance in faculty reduction
1217 considerations.
1218

1219 Prior to the implementation of procedures of reduction, other remedies should be fully
1220 explored and attempted. Examples of remedies include reduction through attrition,
1221 incentives for early retirement, retraining of present faculty to teach in areas of higher
1222 demand or alternate assignments including placement in administrative and staff
1223 positions, if possible by common agreement between the faculty member and the
1224 university.
1225

1226 In the case of a general reduction of faculty numbers, as opposed to the elimination of a
1227 program or department or school, final decisions must consider, in the following order,
1228 the well-being of the university, program integrity, tenure, and the seniority of faculty
1229 defined as years of service.
1230

1231 The possibilities of early retirement should be explored before consideration is given to
1232 other means of personnel reduction. No faculty member, however, should be forced to
1233 retire early in order to achieve a reduction in force. Tenured faculty may be assigned to
1234 other academic, administrative or staff positions needing personnel when the faculty
1235 member's qualifications meet or exceed those required by the position. Salary and other
1236 considerations of employment will not exceed those normally associated with the

1237 administrative or staff position. If the reappointment is to an internal academic position,
1238 the rank of the transferred faculty member will not change.

1239
1240 If after consultation with the provost, college dean/associate provost and department
1241 chair/school director, the president determines that a reduction in force is needed and
1242 requires the elimination of a complete department/school or a program within a
1243 department/school, a preliminary report will be prepared reflecting the views of the
1244 president regarding the recommended reduction. When the process of preparing such a
1245 report formally commences, the following steps will be taken:

- 1246
1247 1. The provost will inform the president of the Faculty Senate that a reduction in force
1248 report is being prepared.
- 1249
1250 2. The Faculty Senate President will compile a list of eligible faculty to serve on an ad
1251 hoc Reduction in Force Faculty Advisory Committee. The list will be distributed to
1252 all full-time faculty in the form of a ballot. Eligible faculty are those with tenure and
1253 rank who are not presently serving in any administrative capacity (department
1254 chair/school director, college dean/associate provost or other administrative capacity).
1255 Faculty members or spouses of faculty targeted for deletion are ineligible to serve.
- 1256
1257 3. The entire faculty will elect a ten-member ad hoc Reduction in Force Faculty
1258 Advisory Committee. Each faculty member will vote for one faculty member from
1259 each College. Faculty members receiving the highest number of votes will constitute
1260 the ad hoc Reduction in Force Faculty Advisory Committee. A lottery drawing will
1261 be used to break ties.
- 1262
1263 4. The president's preliminary report will be submitted to the ad hoc Reduction in Force
1264 Faculty Advisory Committee and the targeted department(s)/school(s) for review.
- 1265
1266 5. The targeted department(s)/school(s) will be given ten working days to formulate a
1267 response (if they so desire) for consideration by the ad hoc committee. If the faculty
1268 within the department(s)/school(s) do not object to the preliminary report, the
1269 president will be free to make his recommendation to the Board of Regents.
- 1270
1271 6. If the faculty within a targeted department/school objects in writing to the preliminary
1272 report, the ad hoc Reduction in Force Faculty Advisory Committee will meet to hear
1273 such objections plus review other relevant information. Members of the committee
1274 will select their own leadership and determine their own rules of operation.
- 1275
1276 7. Within 15 working days from the time it receives appeals from the targeted
1277 department(s)/school(s) (25 working days following its election), the ad hoc
1278 committee will forward its recommendations to the president.
- 1279
1280 8. The president will transmit his/her recommendations along with the ad hoc
1281 committee's recommendations to the Board of Regents for final action at the next
1282 meeting of the Board of Regents.

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9. Within five working days after the Board of Regent’s decision, the president will notify the targeted department(s)/school(s) and the Faculty Senate President of the Board’s decision.

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

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

- The quality of the curriculum offered within the department(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.
- The facilities and equipment required in support of the department(s)/school(s).
- The number of majors enrolled in the department’s/school’s degree program(s).
- The demand for graduates from the department’s/school’s program(s).
- The competitive standing of the department(s)/school(s) vis-a-vis similar departments/schools at other institutions in the region.
- The potential impact on the region of closing the department(s)/school(s).
- The income/expense ratio of operating the department(s)/school(s).

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

XI. University Policies

A. Faculty Freedoms and Responsibilities

The primary responsibilities of the faculty at Northwest are teaching, 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

1329 to change. The rights and responsibilities exercised within the academic community
1330 must be compatible with these characteristics.

1331
1332 Academic freedom provides extensive protection for inquiry and speech while
1333 recognizing the correlative responsibility to adhere to standards of professional conduct
1334 and performance, duty to the institution, and respect for the dignity of colleagues,
1335 students and other members of the university community are met.
1336

1337 1. Academic Freedom
1338

1339 Northwest subscribes to the American Association of University Professors
1340 statements on academic freedom, professional ethics, and faculty freedom and
1341 responsibility as defined in the following sections. This endorsement should not be
1342 construed as a general endorsement of all policies of the American Association of
1343 University Professors.
1344

1345 “Teachers are entitled to full freedom in research and in the publication of the
1346 results, subject to the adequate performance of their other academic duties; but
1347 research for pecuniary return should be based upon an understanding with the
1348 authorities of the institution.
1349

1350 “Teachers are entitled to freedom in the classroom in discussing their subject, but
1351 they should be careful not to introduce into their teaching controversial matter which
1352 has no relation to their subject. Limitations of academic freedom because of
1353 religious or other aims of the institution should be clearly stated in writing at the
1354 time of the appointment.
1355

1356 “College and university teachers are citizens, members of a learned profession, and
1357 officers of an educational institution. When they speak or write as citizens, they
1358 should be free from institutional censorship or discipline, but their special position in
1359 the community imposes special obligations. As scholars and educational officers,
1360 they should remember that the public may judge their profession and their institution
1361 by their utterances. Hence they should at all times be accurate, should exercise
1362 appropriate restraint, should show respect for the opinions of others, and should
1363 make every effort to indicate that they are not speaking for the institution.” (B.
1364 Robert Crazier, ed., “1940 Statement of Principles on Academic Freedom and
1365 Tenure with 1970 Interpretive Comments,” *American Association of University
1366 Professors Policy Documents and Reports*, Eleventh Edition, 2015, 79-90.)
1367

1368 2. Professional Ethics
1369

1370 Northwest subscribes to the belief that self-regulation is preferable to any externally
1371 imposed discipline. In this regard, the university faculty shall impose obligations
1372 upon individual professors that require any serious breach of duties to be judged by
1373 colleagues who are well acquainted with the problems and practices of a specialized
1374 field. Only in extreme cases of serious violations of professional responsibilities

1375 will an academic area regulate itself by calling upon university representation to deal
1376 with issues that could have been avoided either by individual self-control or by
1377 departmental/school discipline. Nothing herein is intended to restrict the authority
1378 of the Board of Regents or its designees.

1379
1380 “Professors, guided by a deep conviction of the worth and dignity of the
1381 advancement of knowledge, recognize the special responsibilities placed upon them.
1382 Their primary responsibility to their subject is to seek and to state the truth as they
1383 see it. To this end professors devote their energies to developing and improving
1384 their scholarly competence. They accept the obligation to exercise critical
1385 self-discipline and judgment in using, extending, and transmitting knowledge. They
1386 practice intellectual honesty. Although professors may follow subsidiary interests,
1387 these interests must never seriously hamper or compromise their freedom of inquiry.
1388

1389
1390 “As teachers, professors encourage the free pursuit of learning in their students.
1391 They hold before them the best scholarly and ethical standards of their discipline.
1392 Professors demonstrate respect for students as individuals and adhere to their proper
1393 roles as intellectual guides and counselors. Professors make every reasonable effort
1394 to foster honest academic conduct and to ensure that their evaluations of students
1395 reflect each student's true merit. They respect the confidential nature of the
1396 relationship between professor and student. They avoid any exploitation,
1397 harassment, or discriminatory treatment of students. They acknowledge significant
1398 academic or scholarly assistance from them. They protect their academic freedom.

1399
1400 “As colleagues, professors have obligations they derive from common membership
1401 in the community of scholars. Professors do not discriminate against or harass
1402 colleagues. They respect and defend the free inquiry of associates. In the exchange
1403 of criticism and ideas professors show due respect for the opinions of others.
1404 Professors acknowledge academic debt and strive to be objective in their
1405 professional judgment of colleagues. Professors accept their share of faculty
1406 responsibilities for the governance of their institution.

1407
1408 “As members of an academic institution, professors seek above all to be effective
1409 teachers and scholars. Although professors observe the stated regulations of the
1410 institution, provided the regulations do not contravene academic freedom, they
1411 maintain their right to criticize and seek revision. Professors give due regard to their
1412 paramount responsibilities within their institution in determining the amount and
1413 character of work done outside it. When considering the interruption or termination
1414 of their service, professors recognize the effect of their decision upon the program of
1415 the institution and give due notice of their intentions.

1416
1417 “As members of their community, professors have the rights and obligations of other
1418 citizens. Professors measure the urgency of these obligations in the light of their
1419 responsibilities to their subject, to their students, to their profession, and to their
1420 institution. When they speak or act as private persons they avoid creating the
impression of speaking or acting for their college or university. As citizens engaged

1421 in a profession that depends upon freedom for its health and integrity, professors
1422 have a particular obligation to promote conditions of free inquiry and to further
1423 public understanding of academic freedom.” (B. Robert Crazier, ed., “Statement of
1424 Professional Ethics,” *American Association of University Professors Policy*
1425 *Documents and Reports*, Eleventh Edition, 2015, 91-93.)
1426

1427 3. Faculty Freedom and Responsibility
1428

1429 Cognizant of the dangers to academic freedom that may arise from its
1430 misunderstanding and abuse, the university subscribes to the following statement of
1431 freedom and responsibility:
1432

1433 “Membership in the academic community imposes on students, faculty members,
1434 administrators, and trustees an obligation to respect the dignity of others, to
1435 acknowledge their right to express differing opinions, and to foster and defend
1436 intellectual honesty, freedom of inquiry and instruction, and free expression on and
1437 off the campus. The expression of dissent and the attempt to produce change,
1438 therefore, may not be carried out in ways which injure individuals or damage
1439 institutional facilities or disrupt the classes of one's teachers or colleagues. Speakers
1440 on campus must not only be protected from violence, but also be given an
1441 opportunity to be heard. Those who seek to call attention to grievances must not do
1442 so in ways that significantly impede the functions of the institution.
1443

1444 “Students are entitled to an atmosphere conducive to learning and to even-handed
1445 treatment in all aspects of the teacher-student relationship. Faculty members may
1446 not refuse to enroll or teach students on the grounds of their beliefs or the possible
1447 uses to which they may put the knowledge to be gained in a course. Students should
1448 not be forced by the authority inherent in the instructional role to make particular
1449 personal choices as to political action or their own part in society. Evaluation of
1450 students and the award of credit must be based on academic performance
1451 professionally judged and not on matters irrelevant to that performance, whether
1452 personality, race, religion, degree of political activism, or personal beliefs.
1453

1454 “It is the mastery teachers have of their subjects and their own scholarship that
1455 entitles them to their classrooms and to freedom in the presentation of their subjects.
1456 Thus, it is improper for an instructor persistently to intrude material that has no
1457 relation to the subject, or to fail to present the subject matter of the course as
1458 announced to the students and as approved by the faculty in their collective
1459 responsibility for the curriculum.
1460

1461 “Because academic freedom has traditionally included the instructor's full freedom
1462 as a citizen, most faculty members face no insoluble conflicts between the claims of
1463 politics, social action, and conscience, on the one hand, and the claims and
1464 expectations of their students, colleagues, and institutions, on the other. If such
1465 conflicts become acute, and attention to obligations as a citizen and moral agent
1466 precludes an instructor from fulfilling substantial academic obligations, the

1467 instructor cannot escape the responsibility of that choice, but should either request a
1468 leave of absence or resign his or her academic position.” (B. Robert Crazier, ed.,
1469 “Statement of Freedom and Responsibility,” *American Association of University*
1470 *Professors Policy Documents and Reports*, Eleventh Edition, 2015, 94-95.)
1471

1472 **B. Conflict of Interest**

1473
1474 The avoidance of any real or apparent conflicts of interest which could compromise the
1475 impartial, objective, and effective performance of the duties of employees of Northwest
1476 Missouri State University is essential to the maintenance of the public trust in and to the
1477 responsible operation of the university. University personnel are expected not only to
1478 adhere to all laws regarding conflict of interest, but also to be alert to and avoid
1479 situations-which have the appearance of a conflict of interest. In accordance with this
1480 expectation, university personnel must avoid improper outside influences on their
1481 institutionally related decisions and activities.
1482

1483 **1. Statutory Requirements**

1484
1485 All employees of Northwest Missouri State University shall comply with the
1486 applicable requirements of Chapter 105 R.S.MO as currently in effect or as hereafter
1487 amended, dealing with conflicts of interest, as well as any other state law governing
1488 official conduct. Failure to comply with those requirements shall be considered a
1489 violation of this policy. Terms used in this policy have a meaning consistent with
1490 their use in Chapter 105 R.S.MO).
1491

1492 **2. External Compensation**

1493
1494 University personnel shall not act or shall refrain from acting in any lawfully
1495 empowered capacity within the university in return for, or in return for the offer of,
1496 anything of monetary value to the employee or any third person made or received in
1497 relationship to or as a condition of the performance of an official act, other than
1498 institutionally paid compensation for performance of official duties.
1499

1500 **3. Confidential Information**

1501
1502 University personnel shall not disclose or otherwise use confidential information
1503 obtained in the course of their official capacity at Northwest in any manner with the
1504 intent of securing or actually resulting in financial gain for the employee, any other
1505 person, or any business.
1506

1507 **4. Personal Gain**

1508
1509 University personnel shall not realize any personal gain, in any form, from any
1510 purchase of goods or services by Northwest Missouri State University, from actions
1511 taken by a representative or employee of the institution, nor shall institutional
1512 personnel accept any gift, gratuity or reward with a monetary value in excess of \$25,

1513 from any person or other entity which transacts business with Northwest or which
1514 seeks to transact such business. This requirement shall not infringe on property
1515 rights relating to the development of educational or other materials which have been
1516 granted to employees by the university.

1517
1518 **E. Business Relationships**

1519
1520 Institutional employees shall not transact business or approve or participate in
1521 the approval of the transaction of business on behalf of the university with any
1522 person or business entity with which the institutional employee has a
1523 substantial interest or family interest or relationship within the third degree of
1524 consanguinity or affinity, except for transactions made pursuant to an award
1525 on a contract let or sale made after public notice and competitive bidding,
1526 provided that the bid or offer is the lowest received.

1527
1528 Outside activities can generally be subsumed under one of three rubrics:
1529 professional service, consulting, and moonlighting. Professional service
1530 includes activities such as service on an accrediting team, work performed
1531 under the aegis of a professional organization or service on local, state or
1532 national committees or task forces. Such service may be remunerated or non-
1533 remunerated. Consultation is the application of professional and scholarly
1534 expertise in the external community for the purpose of generating income for
1535 the consultant. Consultation is considered a business activity subject to the
1536 provisions of this policy when the entity for which the employee consults
1537 transacts business with the university or is in competition with the university,
1538 or where the consultation itself competes with the work of the university.
1539 Moonlighting is reimbursed activity unrelated to one's professional role in the
1540 university. Such activities can be done only on one's own time.

1541
1542 **E. Self Dealing**

1543
1544 University employees shall not transact business, including performing
1545 services for and the sale, lease or rental of property with the university for
1546 receipt or payment of any compensation, other than the compensation
1547 provided by Northwest Missouri State University for the performance of
1548 official duties, except for transactions made pursuant to an award on a
1549 contract let or sale made after public notice and competitive bidding, provided
1550 that the bid or offer is the lowest received.

1551
1552 University employees shall not act on any matter in their capacity as
1553 employees of the university with the intent to provide a special monetary
1554 benefit to themselves or their family or with the intent of influencing, either
1555 positive or negatively, the employees' non-institutional employment or
1556 business activity or interest.

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E. Financial Benefit

University employees may not receive any financial benefit from the sale of textbooks or other class materials to students at Northwest.

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

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

E. Disclosure Requirements

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

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

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

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5. Employment of Relatives

No Regent, officer, faculty, or employee shall participate, either directly or indirectly, in a decision to appoint or hire an employee of the university, including regular and part-time appointments, who is related to such person within the fourth degree by blood or marriage. It also shall be a violation of this policy for an employee to supervise, either directly or indirectly, the work of another employee who is related within such fourth degree, unless the supervisory role is specifically approved by the president of the university. A relative within the fourth degree includes, but is not limited to spouse, child, grandchild, great-grandchild, great great-grandchild, parent, grandparent, great grandparent, great great-grandparent, brother/sister, aunt/uncle, great aunt/uncle, niece/nephew, grand niece/nephew and cousin. All relationships are included, whether full-, half-, step-, foster-, adopted, or in-law. An employee or supervisor who has a question pertaining to the relatives covered by this policy should contact their supervisor or the Office of Human Resources.

6. Sanctions

Reports required by the provisions of this Conflict of Interest policy must be submitted to the Director of Human Resources with copies to the employee’s department chair/school director, or dean, or vice provost and provost. Employees wishing to register complaints relating to conflict of interest violations or to request investigations of violations or suspected violations of this policy should contact the Director of Human Resources.

Employees in violation of this policy are subject to disciplinary action up to and including termination of employment. In addition, any employee knowingly violating the conflict of interest law shall be subject to punishment as prescribed by section 105.478, R.S.MO as currently in effect or as hereafter amended.

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

7. Appeals/Grievance

An employee who is subject to disciplinary action based on an allegation of violation of this policy shall be entitled to full due process rights provided under the appeals/grievance process described in this chapter. Complaints alleging violations

1650 of the state's conflict of interest law or this policy may be received and investigated
1651 by the Missouri Ethics Commission.

1652
1653 C. Alcohol/Drug Abuse

1654
1655 Northwest Missouri State University (“The University”) recognizes its responsibility
1656 to foster a learning environment that minimizes negative impact of high-risk alcohol
1657 use and drug use/possession on student life and academic success. The university
1658 recognizes that unlawful drug use must be prohibited and care must be taken to allow
1659 alcohol only in settings where it is responsible to do so, and to ensure that policies do
1660 not result in an atmosphere in which irresponsible or dangerous alcohol use is likely
1661 to result.

1662
1663 The university takes seriously the need to enforce federal, state and local rules and
1664 laws prohibiting the illicit use of drugs and limiting alcohol on campus and at
1665 university-sponsored events. In accordance with the Drug-Free Workplace Act of
1666 1988, the Drug-Free Schools and Communities Act Amendments of 1989 as well as
1667 other federal, state, and local laws, the university has adopted this anti-drug and
1668 alcohol abuse policy for its campus, employees, faculty, students and student
1669 organizations. (Faculty and staff are collectively referred to as “Employees”
1670 throughout this policy)

1671
1672 Annual distribution of alcohol and drug prevention materials to all students and
1673 Employees are accomplished through the Annual Security Report.

1674
1675 As mandated by federal regulation, the university compiles a Biennial Review of the
1676 university’s alcohol and drug policy and initiatives. It can be found
1677 at: <http://www.nwmissouri.edu/facts/pdf/AlcoholDrugReview.pdf>.

1678
1679 1. Drug Free University

1680
1681 The university prohibits the unlawful manufacture, distribution, dispensing,
1682 possession, or use of a controlled substance on university owned or controlled
1683 property, as any part of a university activity, and while doing university work.
1684 The university prohibits individuals from being under the influence of illegal
1685 drugs on university owned or controlled property or as part of a university
1686 activity.

1687
1688 This practice does not prohibit use of legally obtained drugs, including
1689 prescription drugs and over-the-counter drugs, while on university premises,
1690 while engaged in a university activity, or while performing university work,
1691 provided those drugs are used in accordance with the prescription by the
1692 prescription holder or with over-the-counter directions.

1693
1694 Such use by an employee must not impair the employee’s ability to perform the
1695 essential functions of his/her job effectively and in a safe manner. An employee

1696 using prescription or over-the-counter drugs is required to report such to their
1697 supervisor or the Office of Human Resources if it may affect the employee's
1698 capacity to perform job duties or may create a danger to the employee or others.

1699
1700 Employees must report to the university any conviction or guilty plea under a
1701 criminal drug statute for violations occurring on or off university premises. A
1702 report of conviction must be made to the Office of Human Resources within five
1703 (5) days after the conviction or guilty plea.

1704
1705 University policy does not recognize use of illegal drugs or abuse of other drugs
1706 as an excuse for misconduct of any kind—including violations of university
1707 policies—by employees, students, or student organizations.

1708
1709 2. Use of Alcohol

1710
1711 a. Responsible Use of Alcohol

1712
1713 University policy also does not recognize the misuse of alcoholic beverages as
1714 an excuse for misconduct of any kind—including violations of university
1715 policies—by employees, students, or student organizations. Emphasis is
1716 placed on the responsible use of alcohol. Responsible drinking is the use of
1717 alcohol in ways that do not negatively affect either the individual or the
1718 community and do not violate the law. Alcohol is not permitted anywhere on
1719 university property except as specified in the University's Alcoholic
1720 Beverages on University Property Policy found on myNorthwest under the
1721 Human Resources tab.

1722
1723 Other than responsible use in the context of appropriate university-related
1724 social events, employees may not use, possess, distribute, sell or be under the
1725 influence of alcohol while on university premises or doing university work.

1726
1727 3. Alcohol/Drug Testing

1728
1729 To ensure an environment free of illegal drugs and irresponsible use of alcohol,
1730 the university reserves the right to require an employee to undergo alcohol and/or
1731 drug testing (such as on urine and/or blood) as a condition of employment or
1732 continued employment at the following times:

1733
1734 a. Reasonable Suspicion. "Reasonable suspicion" exists when an employee
1735 exhibits signs of impairment due to the use of illegal drugs and/or
1736 irresponsible use of alcohol. In such a situation, an employee may be asked to
1737 report to a testing facility for a drug/alcohol screening.

1738
1739 b. Post-Accident. An employee who is involved in an accident or other incident
1740 while on university business that results in injury and/or property damage may
be subject to drug/alcohol screening.

1741 c. DOT Requirements. Employees to whom the testing rules of the Department
1742 of Transportation apply will be subject to drug/alcohol testing as required by
1743 the Department of Transportation regulations.
1744

1745 The university will incur the cost of the drug/alcohol screening. The following
1746 may result in disciplinary action up to and including termination of employment
1747 with the university: (1) a confirmed positive drug screening, and/or (2) a
1748 confirmed positive alcohol screening that demonstrates illegal conduct or—
1749 outside of responsible use in the context of appropriate university-related social
1750 events—alcohol use while on university premises or doing university work,
1751 Additionally, interference with or refusal to submit to a drug and/or alcohol
1752 screening will result in disciplinary action up to and including termination of
1753 employment with the university. Two or more diluted or adulterated samples,
1754 without a medical explanation, will be deemed interference.
1755

1756 The university reserves the right to inspect or search university vehicles, desks,
1757 and/or other university property at any time. Refusal to cooperate will subject the
1758 employee to disciplinary action up to and including termination of employment
1759 from the university. A confirmed positive drug and/or alcohol screening
1760 (regardless of responsible use of alcohol) or any other violation of this policy may
1761 also influence an employee's workers' compensation and/or unemployment
1762 compensation benefits.
1763

1764 4. Potential University Sanctions
1765

1766 Any employee, student, or student organization found to be in violation of this
1767 policy will be subject to appropriate disciplinary action pursuant to university
1768 policies and consistent with local, state, and federal laws. Such disciplinary
1769 action may include counseling, mandatory participation in an appropriate
1770 rehabilitation program, a verbal or written warning, suspension from or
1771 termination of employment or academic program, and expulsion from the
1772 university. Sanctions will be determined pursuant to applicable employee,
1773 faculty, student, or student organization procedures. In addition, violators may be
1774 referred to appropriate law enforcement authorities for prosecution.
1775

1776 5. Federal, State, and Local Alcohol and Drug Laws
1777

1778 a. Federal Law
1779

1780 Federal law provides strict penalties for violation of federal drug laws. For a
1781 first conviction of illegal possession of a controlled substance, a person may
1782 be imprisoned for up to one year and/or fined at least \$1,000 but not more
1783 than \$100,000; after two or more prior convictions the penalty increases to at
1784 least 90 days in jail but not more than three years and/or a fine of at least
1785 \$5,000 but not more than \$250,000. Federal trafficking penalties for
1786 controlled substances (such as marijuana, heroin, cocaine, PCP and LSD)

1787 range from less than five years in prison and/or a fine of less than \$250,000 to
1788 life imprisonment and/or a fine of up to \$8 million (for an individual). Other
1789 penalties may apply, such as forfeiture of personal and real property used to
1790 possess or to facilitate possession of a controlled substance, denial of certain
1791 federal benefits, and revocation of certain federal licenses.

1792
1793 Certain federal laws may apply to unlawful manufacture, possession, and
1794 trafficking of alcohol as well. Penalties range from fines to prison terms.

1795
1796 b. State and Local Law

1797
1798 Missouri law and local law also provide penalties for violations of laws
1799 relating to the unlawful manufacture, sale, use or possession of controlled
1800 (and/or imitation of) controlled substances and alcohol. In addition, Missouri
1801 and localities have laws relating to underage drinking, driving while
1802 intoxicated or under the influence of alcohol and/or illicit drugs. Sanctions for
1803 violations may range from local citation to state law felonies. Penalties may
1804 range from small fines to prison terms, depending on the violation and past
1805 criminal history of the individual.

1806
1807 c. Further Information

1808
1809 Further information on these laws and penalties is available
1810 at <http://www.moga.mo.gov/mostatutes/chaptersIndex/ChaptIndex631.html>.

1811
1812 6. Health and Safety Risks of Drug and Alcohol Use

1813
1814 a. Alcohol Health and Safety Risks

1815
1816 Alcohol use carries several risks. These include drinking/driving accidents,
1817 increased incidents of rape and assault, academic problems, police
1818 involvement, medical problems including alcohol abuse and dependence and
1819 fetal alcohol syndrome, and fatalities.

1820
1821 b. Substance Abuse Health and Safety Risks

1822
1823 Substance abuse may result in a wide array of serious health and behavioral
1824 problems. Substance abuse has both long and short-term effects on the body
1825 and the mind. These effects may include toxicity, HIV infection with
1826 intravenous drug use, heart attack, stroke, sudden death, pregnancy
1827 complications, birth complications and defects, physical and psychological
1828 dependence, withdrawal, disruption of normal heart rhythm, high blood
1829 pressure, stroke, bleeding and destruction of brain cells, memory loss,
1830 depression, infertility, impotency, immune system impairment, kidney failure,
1831 cirrhosis of the liver, and neurological and pulmonary damage.

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c. Further Information

Further information on these laws and penalties is available at <http://www.nwmissouri.edu/facts/pdf/AlcoholDrugReview.pdf>.

7. University and Community Resources and Referral Information

Northwest Missouri State University provides counseling services for students and employees seeking assistance or information concerning alcohol and drug issues. Students wishing to take advantage of this service may contact the University Wellness Services at (660) 562-1348 and employees wishing to take advantage of this service may contact the Hartford at 800-964-3577.

In addition, other resources are available. Several self-help groups hold meetings throughout the area, including Alcoholics Anonymous, Narcotics Anonymous, and Al-Anon. Individuals can contact the National Clearinghouse for Drug and Alcohol Information (800-729-6686), which is operated by the U.S. Department of Health and Human Services and staffed 24 hours a day, 7 days a week; specialists provide information and referrals.

D. Absences and Holidays

1. Absences

When faculty members are to be absent from assigned instructional responsibilities for any reason other than illness, they are required to fill out Absence Report forms available in the department/school office prior to their absence. Failure to fill out the appropriate forms may result in loss of personal or sick leave or, in instances of repeated failure or when no personal or sick leave remains, disciplinary action up to and including termination of employment. When faculty members are absent because of illness, they are required to fill out Absence Report forms following their illness.

When faculty members are ill or are unavoidably detained and cannot meet their classes, they must notify their department chair/school director or college dean in order that classes may be continued.

2. Holidays

Holidays observed by the university are published yearly according to the academic calendar.

E. Leaves with Pay

Faculty are entitled to paid leaves of absence as set forth in this chapter. For Sabbatical, Educational, and Exchange Leaves, see section VIII C.

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1. Funeral Leave

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

2. Jury Duty

Faculty members who are called for jury duty to testify as a witness in a legal proceeding, appear in a legal proceeding as the victim of a crime (or to support an immediate family member who is the victim of a crime) will be paid their regular salary during the period of service but must present the appropriate jury duty confirmation or summons as issued by the court to their department chair/school director in order to receive this benefit. However, faculty members are expected to be at work unless actually serving on a jury, testifying in a legal proceeding, appearing as the victim of a crime or a victim's immediate family member, or being required to be in attendance at the courthouse for jury selection or witness testimony for more than half a day.

No disciplinary action or deductions from an employee's pay will be made due to a faculty member's leave for involvement in a legal proceeding. No faculty member will be subject to any retaliation for taking such leave.

3. Voting Leave

The university encourages good citizenship among its faculty members. Accordingly, any faculty member entitled to vote in an election is entitled to be absent from work on the day of such an election for a period not to exceed 3 consecutive hours between the time of opening and closing of the polls. If polls are open before or after the faculty member's worktime, but the period of time the polls are so open is less than 3 consecutive hours, the faculty member is only entitled to leave from their university duties for a period of time that, when added with the time polls are open during non-worktime, does not exceed 3 hours. Faculty members must request voting leave before Election Day. The university may specify the particular time during the day (except for a regular lunch period) at which a faculty member may take their voting leave. The university may also request evidence of voter registration.

No disciplinary action or deductions from a faculty member's pay will be made due to a faculty member's voting leave. No faculty member will be subject to any retaliation for taking voting time.

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4. Military Leave

It is the university's policy to prohibit (1) any discrimination against a prospective or current faculty member based on their military service or application for such service, and/or (2) any retaliation against him/her for exercising the rights or protections afforded him/her under federal or state law.

The university will grant military leave, as necessary, in compliance with applicable federal and state regulations. The university asks that faculty members provide, to the extent possible, reasonable advance written or verbal notice of such service directed to the Director of Human Resources. It is the university's policy to abide by applicable federal and state laws providing for reinstatement/reemployment, restoration of benefits, and restoration of seniority upon return from military service and any other rights afforded to individuals in military service. Faculty members should consult with the university's Director of Human Resources for further details, including continuation of university-based health plan coverage while in military service.

A faculty member will receive full pay for up to 10 working days in one calendar year for military service. Thereafter, a faculty member taking leave for military service may choose, but is not required, to use accumulated personal and sick leave before going on leave of absence without pay. To do so, faculty members must provide reasonable notice, to the extent possible, as set forth above.

5. Personal Leave

Each full-time faculty member is entitled to a maximum of three days of personal leave with pay per contract year and requires pre-approval by the department chair/school director. There is no accumulation of personal leave and any leave taken is deducted from the current year's sick leave. Instruction must be provided for the respective faculty member's classes.

6. Sick Leave

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

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

Full-time faculty who miss teaching assignments, office hours or other assignments due to illness will report and be assessed sick leave for each day missed, even in those instances when their teaching responsibilities are absorbed by colleagues. The

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university may request a doctor's confirmation of any absence due to illness. Information for proper reporting of sick leave may be obtained from the Office of Human Resources.

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

F. Leave without Pay

1. Leave of Absence not previously addressed

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

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

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

G. Additional Leaves

The university sets forth its policies on other legally authorized leaves of absence elsewhere in this chapter, including leave pursuant to the Family and Medical Leave Act (Chapter 5). Additional leaves (with or without pay) may be negotiated among the faculty member and the department chair/school director, the dean/vice provost, and the provost.

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H. Compensation Policies

1. Payroll Period

All persons are employed for the academic year unless the contract specifies otherwise. All newly appointed faculty members beginning employment on or after July 1, 2015, will receive their salary in twelve monthly installments. A faculty member currently electing nine monthly installments will be granted the option to elect nine or twelve monthly installments for future contracts. Once a faculty member elects twelve monthly installments, the nine month option will no longer be available. Payment is issued on the last working day of each month.

2. Payroll Deductions

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

3. Salary Advances

See Travel/Payroll Advances in Chapter 3.

4. Salary Program

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

The provost, after consultation with the dean/associate provost, vice provost and Faculty Senate, shall make recommendations to the president regarding an annual system for awarding salary increases. Salaries are subject to the performance of the duties and/or functions for the position as defined in this chapter and/or to the performance of such other duties as may be assigned. In the event funds do not materialize to meet the payments, the Board of Regents reserves the right to make such adjustments as may become necessary.

5. Overload Pay

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

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6. Third Trimester Employment

Third trimester employment is contingent upon institutional needs and available funds. A separate contract is issued for such employment. Each contract is contingent on adequate course enrollment as determined by the provost. Third trimester salaries are calculated at 2.5% of a faculty member's annual salary per scheduled credit hour or \$800 per credit hour, if greater.

I. Intellectual Property Rights

1. Work Undertaken on the Initiative of the Faculty Member

Except as set forth below, when, on his/her own initiative, the faculty member produces any Copyright Work (defined as material for which copyright protection may be obtained, including but not limited to, works of authorship, creative works, literary works, computer programs, artistic works, recordings, photographs, slides, motion pictures and audio visual works, including derivative works) or an Invention (defined as any new or useful art, creation, discovery, invention, contribution, finding, and all related know-how) such materials and the intellectual property rights therein shall remain the exclusive property of the faculty member. To the extent that any of the Copyright Works undertaken on the initiative of the faculty member would otherwise be considered a work for hire, the university hereby assigns such copyright to the faculty member. If in the production of such Copyright Work or Invention (excluding scholarly articles and monographs, including textbooks) the faculty member uses university resources, the faculty member shall reimburse the university in all cases involving substantial use of university resources. Substantial use of university resources shall mean the extensive use of any university-paid time or funding, or the extensive use of facilities, equipment, staff assistance and/or significant administrative support, including use of dedicated laboratories, dedicated computer centers, and dedicated equipment.

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

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

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

When, upon the direction of the university, the faculty member produces any Copyright Work or an Invention such materials and the intellectual property rights therein shall be jointly owned by the faculty member and the university. To the extent assignments are necessary to create, register or record such joint ownership, each party hereby agrees to execute such assignment documents. In the absence of such executed assignments, this agreement shall serve as the assignment(s). As joint owners of such Copyright Works or Inventions, each party is entitled to use and exploit the Copyright Work or Invention. Royalties from commercial sale, use or other exploitation of the Copyright Work or Invention shall be split fifty percent (50%) to the university and fifty percent (50%) to the faculty member(s) involved.

The university may, in appropriate circumstances and after consultation with the faculty inventor(s), license an Invention on such reasonable terms with the university's sole discretion.

Faculty members who alone, or in association with third parties, whether or not such third party is employed by the university, create an Invention are responsible for disclosing the Invention to the university. Such disclosure shall be made when it can be reasonably concluded that the Invention has been created, and sufficiently in advance of any publications, presentation, or other public disclosure to allow time for possible action that protects rights to the Invention for the creator(s) and the university. Inventors are encouraged to seek the advice of the appropriate university officer in determining whether the subject matter is an Invention within the meaning of this policy.

The university, in its sole discretion, will pursue patent protection for any Invention. Unless otherwise agreed, the university will pay all costs relating to the filing, prosecution and maintenance of any patent application or patent for an Invention. The university will have full and complete control over the filing, prosecution and maintenance of the any patent application or patent of the Invention. However, the inventor shall have reasonable opportunities to advise the university, and will cooperate with the university in such prosecution, filing and maintenance of any patent application or patent. The inventor shall reimburse the university half of all costs for filing, prosecution and maintenance of any patent application or patent for any Invention.

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

The university may, in its sole discretion, waive, transfer, or license to the creator(s) its rights in any intellectual property when such action does not conflict with obligations to other interested parties. This could occur, for instance, if the

2156 costs for protecting and developing the intellectual property are not likely to be
2157 matched by anticipated income and royalties.

2158
2159 3. Respect for Copyright of Others
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2161 Respect for intellectual property is vital to academic discourse and enterprise. This
2162 principle applies to works of all authors and publishers in all media. It encompasses
2163 respect for the right to acknowledgment, right to privacy, and right to determine the
2164 form, manner, and terms of publication and distribution.

2165
2166 Because electronic information is volatile and easily reproduced, respect for the
2167 work and personal expression of others is especially critical in computer
2168 environments. Violations of authorial integrity, including plagiarism, invasion of
2169 privacy, unauthorized access, and trade secret and copyright violations, will be
2170 grounds for sanctions against members of the academic community. The Owens
2171 Library web site maintains a page that supplies annotated hyperlinks to Web sites
2172 regarding copyrighted materials and educational fair use issues, as well as a selected
2173 listing of current copyright materials located in Owens Library at Northwest
2174 Missouri State University. Faculty members are responsible for carefully consulting
2175 these materials.
2176

2177 J. Social Media Policy
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2179 The university recognizes that many of its faculty members and employees participate
2180 in social networking and social media websites. Blogging, social networking, and
2181 other forms of internet communication have become a common means of sharing
2182 information, and these outlets have positive potential for public discussion. At the
2183 same time, employees should be aware that blogging and other postings on social
2184 media can carry unique risks for users, including the dangers of privacy loss and of
2185 personal liability. Faculty members should also be careful not to violate their duties
2186 to the university.
2187

2188 In order to assist faculty members and employees in navigating social media, and to
2189 ensure obligations to the university are met, we have established guidelines and
2190 expectations for all social media use, whether at work or at home, including but not
2191 limited to activity with Facebook, Twitter, YouTube, and LinkedIn. As an overriding
2192 principle, faculty members and employees must keep in mind that they are responsible
2193 for what they post. Failure to abide by these guidelines and expectations may subject a
2194 faculty member or an employee to discipline, up to and including termination.
2195

2196 1. Only Authorized Personnel May Speak for the University
2197

2198 It is important to remember that only specific individuals are authorized to speak
2199 on behalf of the university. Faculty members must not speak or start or maintain
2200 any social media site on behalf of the university.
2201

2202 Faculty members and employees not authorized to speak for the university, who
2203 directly or indirectly refer to their employment with the university in social media,
2204 must make clear in each such posting who they are and that they are speaking only
2205 for themselves and not for the university. One way to make this clear is for covered
2206 individuals to include the following: “[Name] is not authorized to speak on behalf
2207 of the university, and the opinions expressed are my personal opinions and not those
2208 of the university.” Additionally, members of management should be particularly
2209 careful because, by virtue of their positions, their statements may be attributed to the
2210 university or assumed to have been made on behalf of the university, even without a
2211 direct or indirect reference to the university. Thus, such statements must be
2212 professional in nature.

2213
2214 2. On Your Own Time

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2216 Unless engaging in social media is an official part of a faculty’s job duties, faculty
2217 member should not be engaged in social media activities during work hours.

2218
2219 3. Possibility of Disciplinary and/or Legal Action

2220
2221 Although the often-informal nature of the internet causes some to be less guarded
2222 in what they say, it is important to remember that blogs and social media posts by
2223 their nature are available to others to read. Some statements can lead to legal
2224 action against the blogger/poster by those whose rights may have been violated.
2225 For example, bloggers/posters may be held personally liable for making
2226 defamatory statements, for invasion of privacy (including disclosing personal
2227 information), or for harassment based on gender, race, sexual preference, age,
2228 disability, and other characteristics protected by law. Faculty members and
2229 employees should also take care not to post materials that are legally protected by
2230 copyright and other intellectual property laws.

2231
2232 Faculty members and employees are further cautioned that personal activities may
2233 impact the workplace. Engaging in activities such as sending or posting
2234 discriminatory or harassing communications or materials in violation of the
2235 university’s General Policies (Chapter 5), including outside of work hours, may
2236 subject the faculty member or employee to discipline, up to and including
2237 termination.

2238
2239 4. The University is an Independent Organization

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2241 As an independent organization, the university cannot appear to be aligned with
2242 political candidates, issues or parties, religious affiliations, or third party products
2243 or services. Any direct or indirect reference to your affiliation with the university
2244 in such a context must be accompanied by a prominent disclaimer that “[Name] is
2245 not authorized to speak on behalf of the university, and the opinions expressed are
2246 my personal opinions and not those of the university.”

2247

2248 Faculty members and employees who are unsure whether a potential
2249 communication is prohibited by this policy, or who have any questions about this
2250 policy, should discuss the matter with the Vice President of Marketing and
2251 Communications. Nothing in this policy is intended to interfere with employee
2252 rights protected by the National Labor Relations Act.
2253

2254 K. Faculty Advisory Committee on Tenure and Promotion
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2256 This committee is charged with the responsibility of making advisory recommendations
2257 to the provost on all applications for tenure and promotion. These recommendations are
2258 advisory only and are not binding on the provost, the president or the Board of Regents.
2259

2260 1. Eligibility and Structure
2261

2262 Tenured full professors who are not department chairs/school directors or college
2263 deans/associate provost are eligible to serve. The term of service on the committee
2264 is two years. The committee will include one faculty member from each of the
2265 academic departments within the College of Arts and Sciences and one from each
2266 of the six professional schools. Elections are staggered so that half of the
2267 committee membership is new each year. No department/school will have more
2268 than two representatives. The provost will serve as an ex-officio member and as
2269 chair. The EEO officer has the authority to order a revote if elected committee is not
2270 representative of the faculty demographics.
2271

2272 2. Election Procedures
2273

2274 As the two-year terms of present members expire, each department/school within the
2275 voting schools/college with eligible faculty members will nominate up to two
2276 eligible tenured full professors on the date indicated in the faculty senate constitution
2277 and by-law. The results shall be forwarded to the Faculty Senate President.
2278

2279 The Faculty Senate will conduct elections by the date indicated in the faculty senate
2280 constitution and by-law of the persons to succeed faculty whose terms have expired
2281 on the Committee. The president of the Faculty Senate will forward the results of the
2282 elections to the provost on or before the last class day of the spring term.
2283

2284 In the event of a tie, a run-off election will be conducted. In the event of a
2285 committee vacancy, the faculty member receiving the next highest number of votes
2286 in the each college/school with the vacancy will be selected to serve out the
2287 remainder of the term.
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2289 3. Guidelines
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2291 The following principles are to guide the deliberations of the Faculty Advisory
2292 Committee on Tenure and Promotion and must be set forth in its initial meeting:
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- a. All deliberations of the committee shall be confidential including the names of those who are applying for tenure and promotion. Only the number of candidates applying for each rank is to be made public knowledge.
 - b. The only criteria relevant to the discussion of suitability for tenure and promotion are those stated in this chapter.
 - c. To aid in the evaluation of each candidate, the committee may use a checklist that defines the necessary qualifications for promotion to each rank.
 - d. The committee will be allowed to review the applications for tenure and promotion, but those files along with the files of the committee members must remain in the provost's office.
 - e. The overall suitability for tenure and promotion will be expressed by secret ballot for each candidate. A count of ballots will be made immediately after each vote and shared with the committee. A simple majority vote is required to indicate approval by the committee. The provost will retain the ballots. In the case of a tie vote, the applicant will not be recommended for promotion. All votes on candidates considered by the committee will be recorded Yea/Nay and forwarded along with recommendations to the provost, president and Board of Regents.

2317 L. Faculty Hearing Committee Procedures
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2319 The purpose of the Faculty Hearing Committee is to ensure the consistent, fair, and valid
2320 application of the rules and regulations related to promotion, tenure, termination,
2321 suspension for any conflicts of interest during the contract period.
2322

2323 1. Definitions
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2325 During Faculty Hearing Committee procedures:
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- a. Faculty means any member of the university's ranked, or titled faculty, or any administrative officer holding faculty status.
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- b. Action means any binding decision relating to the promotion, tenure, termination or suspension during the contract period of the complainant.
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- c. The contract period means the agreed upon time frame which defines the beginning and ending of the period of employment.
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- d. Committee means the Faculty Hearing Committee.
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- e. Complaint means an allegation that a person's employment rights and/or eligibility have been adversely affected procedurally due to a violation,
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2340 misapplication or misinterpretation of the university's rules related to promotion,
2341 tenure, and termination or suspension during the contract period.

- 2342
- 2343 **f.** Complainant means any person initiating a complaint under this process.
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- 2345 **g.** Legal counsel means a person who is licensed to practice law in the State of
2346 Missouri.
- 2347
- 2348 **h.** Day means a day during which the university is in teaching session, as defined
2349 by the academic calendar.
- 2350
- 2351 **i.** Review means to re-examine with a capacity to transmit a finding of fact,
2352 conclusion and/or recommendation to the Board of Regents. The Board of
2353 Regents has final right of review in all personnel actions.
- 2354
- 2355 **j.** Rule means any policy contained in Chapter 2 of the *Faculty Handbook* related
2356 to promotion, tenure, termination or suspension during the contract period.
- 2357
- 2358 **k.** University means Northwest Missouri State University in all of its subdivisions
2359 and extensions.
- 2360
- 2361 **l.** Party means the complainant, the provost, and/or the administrator who is the
2362 focus of the complaint.
- 2363

2364 2. Limitations

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- 2366 **a.** The availability and/or utilization of the appeals procedure shall not be construed
2367 as abridging the rights of faculty to exercise constitutional or statutory rights.
- 2368
- 2369 **b.** In no way shall a faculty's status with the university be adversely affected
2370 because he/she utilizes these procedures.
- 2371
- 2372 **c.** All proceedings provided for in this section should be maintained as confidential
2373 subject only to the need of the complainant and the university to comply with the
2374 processes specified herein and to present evidence in other hearings or
2375 proceedings. All proceedings shall be conducted in private and all records will
2376 be open only to the parties except as otherwise required herein or by 610.021 (3)
2377 R.S.MO as currently in effect or hereafter amended.
- 2378
- 2379 **d.** Any formality of procedure, including specification of times of performance,
2380 may be revised and/or waived by mutual consent of the parties, subject to the
2381 approval of the Faculty Hearing Committee.
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- 2383 **e.** Nothing contained herein shall preclude the informal disposition of complaints
2384 by stipulation or by agreed settlement where such resolution is consistent with
2385 university rules.

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- f. A complaint must be filed in writing to the provost no later than ten academic days after the complainant knew the circumstances giving rise to the complaint, except that a failure to timely file may be waived by the president in cases of excusable neglect.

M. Appeals Procedures

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

1. Pre-Hearing Procedures

- a. The pre-hearing process is not applicable in matters concerning termination or suspension during the contract period.
- b. The first step in the resolution of a complaint shall be a personal conference with the administrator taking the action that is the object of the complaint.
- c. Should the complainant remain dissatisfied after this conference, a written statement of dissatisfaction may be filed within ten academic days with the same administrator, who shall respond in writing within ten academic days after receiving the written complaint.
- d. Should the complainant be dissatisfied with the administrator’s written response, the complainant may within ten academic days after receiving the response file a copy of the administrator’s response and a copy of the written statement of complaint with the provost, who shall respond in writing within ten academic days.
- e. In those instances where the complainant alleges that the rules and regulations related to tenure and promotion contained in this chapter were applied in an inconsistent, unfair or invalid manner and complainant remains dissatisfied after receiving the provost’s response, the complainant may request a formal hearing by the Faculty Hearing Committee. Such requests must be made within ten academic days after being notified. Complaints regarding termination or suspension during the contract period must begin with the formal proceedings.

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2. Formal Proceedings

- a. Formal proceedings begin with the filing of a written formal complaint with the university’s EEO Officer in which the complainant specifies his/her reasons for dissatisfaction with any binding decision relating to the promotion, tenure, termination or suspension during the contract period of the complainant.
- b. Within ten academic days a Faculty Hearing Committee (hereinafter referred to as “Committee”) of five members will be established for reviewing each complaint that is filed.
- c. In accord with the university calendar established by the provost, the Faculty Senate and the president shall each provide the EEO Officer with seven names of tenured faculty members to serve as potential members of the Committee for one year. When a complaint is filed, a Committee of five will be established by the EEO Officer through a procedure which allows the complainant and the administrator who is the focus of the complaint to alternately strike names from the list of potential hearing committee members until the list is reduced to five names. The complainant will strike the first name. Any member with a conflict of interest shall disqualify himself/herself. If it is alleged that a member selected to hear a particular grievance has a conflict of interest, the Board of Regents Personnel/External subcommittee will decide whether the individual should serve.
- d. The EEO Officer will notify the committee and transmit to them copies of all correspondence between the complainant and the complainant’s supervisors.
- e. The members of the Committee will elect a chair. The EEO Officer will serve as the secretary of each Committee but will not vote.
- f. The Committee shall first seek a resolution of the matter by conciliation and/or such other means, as it may deem appropriate.
- g. The Committee by majority vote may rule that the complaint is frivolous and may dismiss further proceedings unless the EEO Officer determines it to be a contested case.
- h. In a formal hearing, the parties directly affected may be represented by counsel, at their expense.
- i. All testimonial evidence (written or oral) submitted to the Committee, shall be sworn or affirmed. Each party shall have the right to call or examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not the subject of the direct examination, to impeach any witness regardless of which party first called the witness to testify and to rebut the evidence against the witness. A complainant

2478 who does not testify on his/her own behalf may be called and examined as if
2479 under cross-examination.
2480
2481 **j.** Unless the Committee rules it wholly irrelevant, repetitious, or privileged,
2482 evidence to which an objection is made shall be heard and preserved in the
2483 record, together with any cross-examination and any rebuttal.
2484
2485 **k.** All parties have the right to obtain witnesses and present evidence. The
2486 university shall cooperate with the complainant in securing witnesses and in
2487 making available specifically identified and relevant documentary and other
2488 evidence requested by the complainant or the Committee to the extent not
2489 limited by law.
2490
2491 **l.** Employees of the university may be requested to give testimony under oath or
2492 affirmation. Any such witness shall be entitled to representation at the hearing,
2493 including legal counsel at his/her expense, or by a person of his/her own
2494 choosing.
2495
2496 **m.** The Committee shall be responsible for making a verbatim transcript,
2497 electronically or otherwise, of the hearing.
2498
2499 **n.** The Committee's powers shall be limited in the following respects:
2500
2501 1) It shall have no power to alter or amend the provisions of the *Faculty*
2502 *Handbook*.
2503
2504 2) It shall have no power to create policy for the university or the faculty,
2505 but will confine the deliberations and findings to the procedural issue(s)
2506 presented.
2507
2508 **o.** The report of the Committee shall be rendered in writing and delivered to the
2509 parties within ten academic days of the close of hearings. The report shall state
2510 the findings of fact, conclusions, and a recommended disposition. A copy will
2511 also be given to the Board of Regents.
2512
2513 **3.** A party may appeal the findings, conclusions, and recommendations of the
2514 Committee to the Board of Regents within five days of the Committee's delivery of
2515 its report. The Board of Regents will review the record of the Committee and may
2516 provide the party an opportunity to be heard by the Board of Regents in writing, by
2517 oral argument or both. The Board of Regents may, upon reviewing the record of the
2518 Committee and any additional information submitted by the parties, affirm, modify
2519 or reverse the decision of the administrator(s) being challenged. The decision of the
2520 Board of Regents shall be final.

CHAPTER 3
ADMINISTRATIVE AND FINANCIAL POLICIES

I. Exit Interview and Property Clearance

When employment with the University is discontinued, for any reason, the employee is responsible for returning all University property in his/her possession. Employees who are leaving the University shall cooperate with their supervisor to complete an Exit Procedures Checklist, which shall be submitted to the Office of Human Resources. A forwarding address must be included on the Exit Procedures Checklist. Employees are encouraged to participate in an exit interview with the Office of Human Resources.

II. University Closings

The President or his/her designated representative will make the decision and announcement of any University closings or cancellations. The areas classified as critical to the day-to-day operation of the University which must remain open are the following: Environmental Services, and University Police. Should a snow day or other circumstance causing a closing occur, employees in areas listed above are asked to report to work at their normal time or call their supervisor as soon as reasonably practical before that time, if they will be unable to report to work. In making arrangements to cover emergencies and absences, employees in these areas may also be requested to report early. Employees should sign up for Bearcat Alert to receive a prompt notification of a University closing.

III. Keys, Equipment, and Other University Property

All keys, equipment, manuals, books, and subscriptions issued to University employees become the responsibility of the employee. Keys are not to be loaned or otherwise distributed to other personnel, faculty or students. All items issued to University employees (including pagers, cell phones, radios, etc.) may be recalled by the University at any time and must be surrendered upon cessation of employment.

IV. Mail

The University Mail Center provides most postal services to students, faculty and staff. Incoming mail will be forwarded to each department. No personal mail may be sent at University expense.

Outgoing mail should be deposited in the Mail Center not later than 3:30 p.m., Monday through Friday in order to go out on the same day.

Mail to be delivered on-campus should be put in yellow campus mail envelopes. These yellow campus envelopes and intra-campus mailers are available through the Central Stores Catalog. All mail sent on campus must have the sender's return address. Mass

mailings should include the sender's full return address to facilitate the return of materials that could not be delivered. For further guidelines, contact the Mail Center staff.

General announcements designed to be placed in all faculty mailboxes must be cleared through the Provost. This is not designed to limit free speech on University issues.

V. Money Collected by Departments

Any departmental office planning to collect money for any purpose should contact the Office of the Treasurer during the planning stage. This includes departments planning classes with nonstandard fee structures, camps, money making projects, reimbursements for travel or photocopying, etc.

VI. Personnel Records

Records for each faculty member are maintained in the following administrative offices:

- Office of Human Resources:
 - Original copy of contracts
 - Inactive file (separated or retired faculty members)
 - Personnel Action Forms
 - Change of status (resigned, retired, etc.)
 - Fringe benefit information
 - Salary records

- Office of the Provost:
 - Faculty transcripts
 - Copies of letters of reference
 - Credentials pertaining to employment
 - Copies of employment contracts
 - Annual evaluations
 - All correspondence with the Provost

- Office of the President:
 - All correspondence with the President

Personnel files, which are generally closed under Missouri law, are nonetheless available to the members of the Board of Regents, the Administration and its agents, and as otherwise stated by R.S.MO 1990, 610.021 (3): "Any vote on a final decision, when taken by a public governmental body, to hire, fire, promote or discipline an employee of a public governmental body must be made available to the public within 72 hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice before such decision is made available to the public." (R.S.MO 1990, 610.021 (3).)

Department Chairs may examine the personnel files of the faculty members of their department only; Deans of their colleges only. On request and in the presence of a designated University official, faculty members may review their own personnel files, copies of vitae and official transcripts of academic work, placement papers if not confidential (such as letters of recommendation), correspondence with University officials, salary information, and performance evaluations and appraisals that have previously been discussed with the faculty members.

A faculty member may submit and have inserted in his/her personnel file a statement which clarifies any material in the file which he/she believes is inaccurate. The clarification shall be maintained so long as the disputed material is maintained.

It is the responsibility of faculty who complete a degree while employed at Northwest to have an official transcript, which includes the date on which the degree was conferred, sent to the Office of the Provost. It is also required that faculty members notify the Office of Human Resources of any address changes or any other changes related to personnel records so that such information may be kept current. Employees will be asked to provide written authorization to release copies of documents from their personnel file to a third party.

VII. Property/Liability Insurance

A. Liability

University employees are provided some liability protection through the State Legal Expense Fund (105.711 through 105.726 R.S.MO). This protection is provided for employee conduct arising out of and performed in connection with his/her official duties on behalf of the state and protection is only provided as set forth in and to the extent of the State Legal Expense Fund statutes. Specific questions regarding this coverage should be directed to the State Legal Expense Fund personnel.

VIII. Travel/Payroll Advances

Travel for which reimbursement is to be claimed must be approved by the Department Chair and Dean in writing before the expense is incurred. An Absence Report should be used for advanced approval. Copies may be secured from the Department Chair's office. The expense account which will be charged for approved travel must be filed with the immediate supervisor on the forms provided by the Business Office. Reimbursement will not be given for expenses incurred if approval has not been secured and/or the appropriate account which is to be bill has not been noted. The form for reporting expenses, receipt books and tax exemption certificates are available in the Business Office.

The statement of expenses must show the total expense incurred. The rules and regulations of the most current publication of the State of Missouri Office of Administration, must be followed completely in compiling these statements. (These rules

and regulations may be obtained from the Controller's Office.) Mileage claimed by the employee driving a personal car on state business must on each date show the location or starting and ending of the trip and miles claimed. Receipts for transportation and lodging must accompany the statement. These must be on the regular invoice form of the transportation company or hotel. In no case may such expenditures be for more persons than the person making the claim, unless fully explained and justified under the law.

Every full-time faculty member, other than one on a term appointment, may receive support for conference and convention travel. Other funds may be available through the Dean of each College. The decision relative to the expenditure of the allocation rests with each faculty member. The decision relative to approval of an absence request is unrelated to the travel expenditure reimbursement. In the event that faculty members elect not to use the travel allotment, they may recommend to the Department Chair that the allocation be added to the allocation of a colleague.

An advance may be made to a University employee for reimbursable travel expenses of \$50 or more. An employee hired between the first and fifteenth of the month or an employee who resigns, with proper notice, whose state payroll check needs to be reissued may request a payroll advance. Employees cannot authorize advances for themselves.

A standard (revolving) advance will be authorized to individuals who consistently travel. A request is made through the employee's immediate supervisor for the amount required and the time period involved not to extend beyond June 30 of the current fiscal year.

Routine travel advances will be issued upon the approval of the appropriate supervisor. Monthly Expense Account (MEA) forms must be received by accounting one month from the date of the advance.

The Director of Human Resources Management approves and monitors payroll advances which must be repaid upon issuance of the payroll check.

For further information, contact the Office of the Treasurer.

CHAPTER 4 ACADEMIC POLICIES AND UNIVERSITY SERVICES

I. Classroom Policies

A. Class Attendance

Faculty may use attendance as a basis for class evaluation if stated clearly on the syllabus.

Students are expected to attend all classes, and each instructor will clarify the attendance policy at the beginning of each course. It is the responsibility of the student to promptly notify his/her instructor when unable to attend class.

A student may make up class work without penalty if (1) engaged in University activities endorsed by the Provost, (2) prevented from attending class by illness, the validity of which is proven to the satisfaction of the instructor or (3) prevented from attending by some other circumstances considered adequately extenuating by the course instructor.

According to University calendar guidelines, the instructor may request the registrar to delete a student from the class roster due to non-attendance.

If a student feels that he/she has been unjustly denied the opportunity to make up class work or was unjustly dropped from the class roster, the student may appeal the decision to the Admissions and Advanced Standing Appeals Committee, with the last avenue the Provost.

All courses are to meet regularly each week throughout the trimester in the assigned classroom unless special provisions have been made with the appropriate Academic Dean

B. Final Examinations, Special Conditions, Grade Reports

All courses shall have a final examination or a summative educational experience unless an exception is approved by the college Dean. The University publishes an official final examination schedule for fall and spring trimesters. Summer trimester examinations are scheduled by each instructor on the last day of the session. All examinations must be given on the day and time for which they are scheduled.

Students who wish to change their final examination schedule must obtain the approval of the instructor and file the change with the department chair. Students may petition for a change in their final examination schedule only in cases of major medical situations, personal or family crisis, or University-prescribed activities. Students faced with an emergency and unable to contact the instructor should contact an appropriate University office or person as soon as possible.

A student who has three examinations scheduled on the same day may petition for a schedule change by initiating a petition with any one of the instructors giving an examination on the day three are scheduled. The petition must be signed by the instructor granting the change. The student will file the change with the department.

Prior to mid-term and final grading, the Registrar's Office notifies faculty to submit a mid-term grade report in accordance with the calendar established by the Provost. In addition to course grades assigned at the close of each trimester, instructors assign letter grades for students with D and F status at the midpoint of each trimester.

C. Field Trips

Planning for field trips should be done early in the trimester or even before the trimester begins. Planners must submit to the department chair the Student Travel Overview form available from the department chair and ensure that students complete any required travel forms. Planners should avoid scheduling trips for the mid-trimester examination period and the week prior to final examinations. There will be no field trips during the final examination period unless the Provost authorizes them.

If classes are to be missed, instructors should prepare a complete class roster and a short description of the field trip and supply copies to the students so that they may notify their other instructors. Students need to make all the necessary arrangements with their other instructors regarding any work missed because of a field trip.

Instructors taking students on field trips should take an active role in leading students at all times while on the field trip. Instructors are responsible for distributing and collecting the completed Student Travel Overview form prior to the field trip. University vehicles are available for field trips on a first-come, first-served basis. Costs will be charged to the appropriate account.

D. Textbooks

Textbook Services provides one primary textbook to Northwest students for most undergraduate courses. If additional textbooks or supplemental materials are required to cover the content of a course, students must purchase them. Orders for supplemental materials are initiated by course instructors through the Bearcat Bookstore the trimester before they are needed.

Textbooks should be adopted for a minimum of three years. This rule is waived only in certain circumstances through a coordinated effort between the academic department and Textbook Services.

Instructors may have a textbook issued to them for each course they teach and may check out any other textbooks they need. However, instructors are encouraged to order their own desk copies so that the student copies can be returned to inventory. Textbook

Services may ask instructors to return books not in use that trimester. Lost books are the responsibility of the instructor.

Textbooks for graduate level courses must be ordered by instructors. Orders are initiated by course instructors through the Bearcat Bookstore the trimester before they are needed. For information about 500 level graduate textbooks, consult with your department chair to determine if a book order is necessary.

E. Syllabi

A syllabus of each course taught must be on file with the offices of the appropriate College Deans. The syllabi will be prepared in keeping with the Course Syllabi Policy Format issued by the Office of the Provost.

II. Registrar's Policies

A. Research Policy

1. Computer Use Policies

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

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

Northwest employees learning of any misuse of software or related documentation within the University should notify the Vice President for Information Systems. Violation of this policy may result in disciplinary action, up to and including termination of employment.

2. Research with Human Subjects

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

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

3. Grant Proposal Submission to External Agency

The Office of the Grants Coordinator serves as the central location through which all grants written on behalf of the University are channeled, and the Vice President of Finance is the authorizing official for the University, signing all grant applications, amendments, and certification documents sent to off-campus agencies. All proposals for grants, contracts and related proposals submitted to funders outside the University that involve any aspects of the University must be signed by the principal investigator(s) and Grants Coordinator and approved by the applicant's department chair, college dean, Provost, and Vice President of Finance. Approvals and signatures are collected on the Approval to Submit a Proposal to an Off-Campus Agency for Support form, which can be obtained by contacting the Grants Coordinator.

Persons developing proposals should contact the Grants Coordinator for assistance in the preparation of the proposal. Under no circumstances should any person send to any agency or person a grant application, proposal, contract or related document that indicates affiliation with Northwest Missouri State University unless the approval form referenced above has been fully executed and filed with the Office of the Vice President of Finance. Failure to properly file paperwork in a timely manner may result in a delay of payment and/or a refusal of funds should your request be granted.

A grant application should not be submitted by any principal investigator(s) prior to all other research personnel identified in the grant proposal having given their formal consent for inclusion in said project or program.

B. Class Admittance

The University has a policy that no students are permitted to attend classes unless properly enrolled. To assist faculty in this policy the Registrar's Office distributes official class rosters. After general registration, faculty members will receive a class roster for each course being taught. Faculty should immediately check to make certain that all students attending the class are qualified to enroll in the course and that each student's name appears on the class roster. Discrepancies should be reported to the Registrar's Office. An additional class roster will be received following the period allowed for adding classes and changing schedules. This roster will reflect the official enrollment through the Registrar's Office. Students are not to be allowed to remain in a class unless they are properly enrolled. Students should be sent to the Registrar's Office to correct errors in registration. Faculty should report to the Registrar's Office any students not attending class. Class rolls are viewable through Cat PAWS at any time during the trimester.

C. Grades and Grading

The grading system used is as follows: A, superior; B, above average; C, average; D, below average; F, unsatisfactory or failure; I, incomplete; W, withdrawal from the University; P, pass; AT, audit. The Registrar's Office assigns the grades of W, P and AT.

Faculty members may release final course grades to students informally if they wish to do so. The formal grades, however, will be released officially by the Registrar's Office.

III. Fringe Benefits/Services

Northwest provides full-time faculty a variety of fringe benefits. Contact the Office of Human Resources for details. These benefits include but are not limited to:

- A. Reduced Tuition
- B. Insurance
- C. Retirement
- D. Social Security
- E. Benefits
- F. Insurance Benefits
- G. Life Insurance Benefits
- H. Medical Benefits
- I. Dental Insurance
- J. Vision Insurance
- K. Long-Term Disability
- L. Cafeteria Plan/Flexible Spending Account
- M. Tax-Sheltered Annuity Plans – 403(b)
- N. Workers' Compensation
- O. Savings Annuity Plan

IV. Miscellaneous Benefits/Services

A. Bearcat Bookstore Discount

The Bearcat Bookstore, in the J.W. Jones Student Union, offers a cash discount to full-time employees of the University on all regularly priced purchases of one dollar or more upon presentation of a faculty I.D. card.

B. Grant Support Services

The **Grants Coordinator's Office** is the first point of contact for all external grant-seeking activities undertaken by Faculty at Northwest. The Grants Coordinator consults with fund-seekers, for example, to: help identify appropriate funding sources; design suitable project budgets; and prepare application packets for submission. The Grants Coordinator also serves as a resource for project directors during project implementation phases and by assisting with report writing as needed. **For** further information contact the Grants Coordinator's Office.

Prior to all external submissions, the Grants Coordinator will help applicants complete and route Northwest's *Internal Approval Form*. This document must be fully executed in-house before any grant application may be submitted to an off-campus funder; applications submitted without prior approval may be voided.

Upon award, the **Vice-President of Finance's Office** and the Grants/Risk Management Analyst will facilitate meetings between project/program directors and appropriate Financial Services staff to inform participants about required reporting structures. The analyst will ensure that externally-funded projects have access to awarded funds and shall assist directors by preparing required financial reports and submitting all progress reports.

C. Emeritus Faculty Benefits

The following list describes Emeritus Faculty Benefits:

1. Emeritus Faculty I.D. card.
2. Automobile parking permit.
3. A 20 percent discount on purchases in the Bearcat Bookstore.
4. Full library privileges, using Emeritus Faculty I.D. card.
5. Enrollment fee waiver as provided regular University faculty or staff member.
6. Eligibility for membership in the Retired Group Health Insurance Plan.

Contact the Office of Development and Alumni Services for further information.

D. Notary Publics

Notary Publics are available to employees on campus. Contact the Student Services Desk for locations.

E. Part-time Faculty Benefits

Part-time faculty members, with an identification card, are entitled to the use of the library, twenty percent discount at the Bearcat Bookstore.

CHAPTER 5 GENERAL POLICIES AND PROCEDURES

I. Equal Employment Opportunity

Nondiscrimination/Equal Employment Opportunity Statement

Northwest Missouri State University emphasizes the dignity and equality common to all persons and adheres to a strict nondiscrimination policy regarding the treatment of individual faculty, staff, students, third parties on campus, and applicants for employment and admissions. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, pregnancy, ancestry, age, disability, genetic information, veteran status, or any other legally-protected class, in employment or in any program or activity offered or sponsored by the University, including, but not limited to, athletics, instruction, grading, the awarding of student financial aid, recruitment, admissions, and housing. As an equal opportunity employer, the University promotes and maintains affirmative action programs to ensure that all individuals participate fully in every facet of employment opportunities.

Persons having inquiries concerning the University's compliance with this policy or any laws and regulations prohibiting discrimination are directed to contact the following:

- An employee with questions or concerns about any type of discrimination in the workplace, including discriminatory harassment, is encouraged to bring these issues to the attention of the Equal Employment Opportunity (EEO) Officer, who may be contacted at: EEO Officer, Northwest Missouri State University, 800 University Drive, Maryville, Missouri, 64468-6001 (660-562-1128).
- Questions or concerns regarding the University's compliance with Title IX may be directed to the University's Title IX Coordinator or Deputy Title IX Coordinators. The University has designated the following Title IX Coordinator and Deputy Title IX Coordinators as named in the University's Title IX Policies and Procedures:

Rebecca Lawrence
Title IX Coordinator
Student Union
Tel: 660-562-1013
Email: Rebecca@nwmissouri.edu

Nola Bond
Vice-President of Human Resources (Deputy Employee Coordinator)
125 Administration Building
Tel: 660-562-1127
Email: nbond@nwmissouri.edu

Kori Hoffmann
Student Development and Conduct Coordinator (Deputy Student Coordinator)

Union, Room 2140
Tel: 660-562-1554
Email: khoff20@nwmissouri.edu

- For ADA/Section 504 related questions or concerns, please contact:

Rebecca Lawrence
ADA/504 Coordinator
Student Union
Tel: 660-562-1013
Email: Rebecca@nwmissouri.edu

- For all other inquiries related to discrimination at the University, please contact:

Nola Bond
Vice-President of Human Resources
125 Administration Building
Tel: 660-562-1127
Email: nbond@nwmissouri.edu

No individual will be subject to any form of retaliation, discipline, or other adverse action for reporting conduct in violation of the University's nondiscrimination/EEO policy, assisting/cooperating in making a complaint, or assisting with the investigation of a complaint. Any individual who believes they have experienced or witnessed retaliation should immediately notify the appropriate member(s) of the administration as identified above. Those found to be engaging in any type of discrimination in violation of the law or University policy will be subject to disciplinary action, up to and including dismissal or termination of employment.

Copies of the University's Equal Employment Opportunity ("EEO") Guidelines are available in the Office of Human Resources.

II. Title IX Policies and Procedures

A. Discrimination and Harassment Policy and Procedures

1. Policy Statement

The University is committed to providing a learning, working, and living environment that promotes personal integrity, civility, and mutual respect in an environment free of discrimination on the basis of sex. The University considers sex discrimination in all its forms to be a serious offense. Sex discrimination constitutes a violation of this policy, is unacceptable, and will not be tolerated.

Sexual harassment is a form of prohibited sex discrimination. Sexual harassment also includes sexual violence. The specific definitions of sexual harassment and sexual violence, including examples of such conduct, are set forth below in Section III.

It is a violation of this policy to retaliate against any person who reports or assists in making a complaint of sex discrimination or sexual harassment or who participates in the investigation of a complaint in any way.

The University will thoroughly and promptly investigate all complaints of sex discrimination and sexual harassment in accordance with the Complaint Resolution Procedures. If an investigation confirms that discrimination or harassment has occurred, the University will take prompt and appropriate remedial action to prevent the discrimination or harassment, eliminate any hostile environment, prevent its recurrence, and correct its discriminatory effects on the victim and others, if applicable.

2. Scope

This policy applies to administrators, faculty, and other University staff; students; applicants for employment; customers; third-party contractors; and all other persons that participate in the University's educational programs and activities, including third-party visitors on campus (the "University Community"). The University's prohibition on sex discrimination and sexual harassment extends to all aspects of its educational programs and activities, including, but not limited to, admissions, employment, academics, athletics, housing, and student services.

3. Title IX Statement

It is the policy of the University to comply with Title IX of the Education Amendments of 1972 and its implementing regulations, which prohibit discrimination based on sex in the University's educational programs and activities. Title IX and its implementing regulations also prohibit retaliation for asserting claims of sex discrimination. The University has designated the following Title IX Coordinator for the entire University system to coordinate its compliance with Title IX and to receive inquiries regarding Title IX, including complaints of sex discrimination:

Dr. Matt Baker
Vice-President of Student Affairs
2160 Student Union
Tel: 660-562-1219
Email: mcbaker@nwmissouri.edu

The University has designated the following Deputy Title IX Coordinator (the "Deputy Staff Coordinator") to assist the Title IX Coordinator in coordinating Title IX compliance with respect to University staff and third-parties and to receive inquiries and complaints of sex discrimination from such persons:

Nola Bond
Vice-President of Human Resources
125 Administration Building

Tel: 660-562-1127
Email: cgreen@nwmissouri.edu

The University has designated the following Deputy Title IX Coordinator (the “Deputy Student Coordinator”) to assist the Title IX Coordinator in coordinating Title IX Compliance with respect to students and student groups and to receive inquiries and complaints of sex discrimination from students:

Jen Kennymore
Health Educator
University Wellness Center
Tel: 660-562-1348
Email: jenken@nwmissouri.edu

A person may also file a complaint of sex discrimination with the United States Department of Education’s Office for Civil Rights regarding an alleged violation of Title IX by visiting www2.ed.gov/about/offices/list/ocr/complaintintro.html or by calling 1-800-421-3481.

A. Sexual Harassment

1. Definition of Sexual Harassment

Sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made or threatened to be made, either explicitly or implicitly, a term or condition of an individual’s employment or education, or
- Submission to or rejection of such conduct by an individual is used or threatened to be used as the basis for academic or employment decisions or affecting that individual, or
- Such conduct has the purpose or effect of substantially interfering with an individual’s academic or professional performance or creating what a reasonable person would perceive as an intimidating, hostile, or offensive employment, education, or living environment.

2. Examples of Sexual Harassment

Some examples of sexual harassment include:

- Pressure for a dating, romantic, or intimate relationship
- Unwelcome touching, kissing, hugging, or massaging
- Pressure for sexual activity
- Unnecessary references to parts of the body
- Sexual innuendos or sexual humor
- Obscene gestures
- Sexual graffiti, pictures, or posters
- Sexually explicit profanity
- Asking about, or telling about, sexual fantasies
- E-mail and Internet use that violates this policy

- Sexual violence (as defined below)

3. Sexual Violence

a. The Definition of Sexual Violence

Sexual violence is a form of prohibited sexual harassment. Sexual violence includes physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent because of his or her temporary or permanent mental or physical incapacity or because of his or her youth.

b. Examples of Sexual Violence

Some examples of sexual violence include:

- Sexual intercourse (anal, oral, or vaginal) by a man or woman upon a man or woman without consent
- Unwilling sexual penetration (anal, vaginal, or oral) with any object or body part that is committed by force, threat, or intimidation
- Sexual touching with an object or body part, by a man or woman upon a man or woman, without consent
- Sexual touching with an object or body part, by a man or woman upon a man or woman, committed by force, threat, or intimidation
- Prostituting another student
- Non-consensual video or audio-taping of sexual activity
- Knowingly transmitting a sexually transmitted disease to another

B. Roles and Responsibilities

1. Title IX Coordinator

It is the responsibility of the Title IX Coordinator to coordinate dissemination of information and education and training programs to: (1) assist members of the University Community in understanding that sex discrimination and sexual harassment are prohibited by this policy; (2) ensure that investigators are trained to respond to and investigate complaints of sex discrimination and sexual harassment; (3) ensure that staff and students are aware of the procedures for reporting and addressing complaints of sex discrimination and sexual harassment; and (4) to implement the Complaint Resolution Procedures or to designate appropriate persons for implementing the Complaint Resolution Procedures. The Deputy Title IX Coordinators are responsible for assisting the Title IX Coordinator in carrying out these duties and in receiving inquiries and complaints of sex discrimination and sexual harassment from their respective constituencies.

2. Administrators, Deans, Department Chairs, and Other Managers

It is the responsibility of administrators, deans, department chairs, and other managers (i.e., those that formally supervise other employees) to:

- Inform employees under their direction or supervision of this policy
- Work with the Title IX Coordinator to implement education and training programs for staff and students
- Implement any corrective actions that are imposed as a result of findings of a violation of this policy

3. All Staff

It is the responsibility of all staff to review this policy and comply with it.

4. Students

It is the responsibility of all students to review this policy and comply with it.

5. The University

When the University is aware that a member of the University Community may have been subjected to or affected by conduct that violates this policy, the University will take prompt action, including a review of the matter and, if necessary, an investigation and appropriate steps to stop and remedy the sex discrimination or sexual harassment. The University will act in accordance with its Complaint Resolution Procedures (see below).

C. Complaints

1. Making a Complaint

a. Staff

All University staff has a duty to report sex discrimination and sexual harassment to the Title IX Coordinator or the Deputy Employee Coordinator.

b. Students and Other Persons

Students who wish to report sex discrimination or sexual harassment should file a complaint with the Title IX Coordinator or the Deputy Student Coordinator. Students and other persons may also file a complaint with the United States Department of Education's Office for Civil Rights, as set forth in Section II above.

c. Content of the Complaint

So that the University has sufficient information to investigate a complaint, the complaint should include: (1) the date(s) and time(s) of the alleged conduct; (2) the names of all person(s) involved in the alleged conduct, including possible witnesses; (3) all details outlining what happened; and (4) contact information for the complainant so that the University may follow up appropriately.

d. Conduct that Constitutes a Crime

Any person who wishes to make a complaint of sex discrimination or sexual harassment that also constitutes a crime—including sexual violence—is encouraged to make a complaint with the University Police Department (Tel: 660-556-1254) or local law enforcement. If requested, the University will assist the complainant in notifying the appropriate law enforcement authorities. In the event of an emergency, please contact 911.

e. Special Guidance Concerning Complaints of Sexual Violence

If you are the victim of sexual violence, do not blame yourself. Sexual violence is never the victim's fault. The University recommends that you immediately go to the emergency room of a local hospital and contact the University Police Department or local law enforcement, in addition to making a prompt complaint under this policy.

If you are the victim of sexual violence, do everything possible to preserve evidence by making certain that the crime scene is not disturbed. Victims of sexual violence should not bathe, urinate, douche, brush teeth, or drink liquids until after they are examined and, if necessary, a rape examination is completed. Clothes should not be changed. When necessary, seek immediate medical attention at an area hospital and take a full change of clothing, including shoes, for use after a medical examination.

Once a complaint of sexual violence is made, the complainant has several options such as, but not limited to:

- contacting parents or a relative
- seeking legal advice
- seeking personal counseling (always recommended)
- pursuing legal action against the perpetrator
- pursuing disciplinary action
- requesting that no further action be taken

f. Vendors, Contractors, and Third-Parties

This policy applies to the conduct of vendors, contractors, and third parties. Persons who believe they have been discriminated against or harassed in violation of this policy should make a complaint in the manner set forth in this section.

g. Retaliation

It is a violation of this policy to retaliate against any member of the University Community who reports or assists in making a complaint of discrimination or harassment or who participates in the investigation of a complaint in any way. Persons who believe they have been retaliated against in violation of this policy should make a complaint in the manner set forth in this section.

h. Protecting the Complainant

Pending final outcome of an investigation in accordance with the Complaint Resolution Procedures, the University will take steps to protect the complainant from further discrimination or harassment. This may include allowing the complainant to change his or her academic or living situation if options to do so are reasonably available.

2. Timing

The University encourages persons to make complaints of sex discrimination and sexual harassment as soon as possible because late reporting may limit the University's ability to investigate and respond to the conduct complained of.

3. Investigation and Confidentiality

All complaints of discrimination and harassment will be immediately and thoroughly investigated in accordance with the Complaint Resolution Procedures, and the University will take disciplinary action where appropriate. The University will make reasonable and appropriate efforts to preserve an individual's privacy and protect the confidentiality of information when investigating and resolving a complaint. However, because of laws relating to reporting and other state and federal laws, the University cannot guarantee confidentiality to those who make complaints.

In the event a complainant requests confidentiality or asks that a complaint not be investigated, the University will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or request not to pursue an investigation. If a complainant insists that his or her name not be disclosed to the alleged perpetrator, the University's ability to respond may be limited. The University reserves the right to initiate an

investigation despite a complainant's request for confidentiality in limited circumstances involving serious or repeated conduct or where the alleged perpetrator may pose a continuing threat to the University Community.

4. Resolution

If a complaint of sex discrimination or sexual harassment is found to be substantiated, the University will take appropriate corrective and remedial action. Students, faculty, and staff found to be in violation of this policy will be subject to discipline up to and including written reprimand, suspension, demotion, termination, or expulsion. Affiliates and program participants may be removed from University programs and/or prevented from returning to campus. Remedial steps may also include counseling for the complainant, academic, work, or living accommodations for the complainant, separation of the parties, and training for the respondent and other persons.

5. Bad Faith Complaints

While the University encourages all good faith complaints of sex discrimination and sexual harassment, the University has the responsibility to balance the rights of all parties. Therefore, if the University's investigation reveals that a complaint was knowingly false, the complaint will be dismissed and the person who filed the knowingly false complaint may be subject to discipline.

D. Sexual Harassment and Academic Freedom (E)

While the University is committed to the principles of free inquiry and free expression, sex discrimination and sexual harassment are neither legally protected expression nor the proper exercise of academic freedom.

G. Sexual Harassment Education

Because the University recognizes sex discrimination and sexual harassment as important issues, it offers educational programming to a variety of groups such as: campus personnel; incoming students participating in orientation; and members of student organizations. To learn more about education resources, please contact the Title IX Coordinator or appropriate Deputy Title IX Coordinator.

III. Consensual Amorous Relationships

A. In General

There are special risks in any sexual or romantic relationship between individuals in inherently unequal positions, and parties in such a relationship assume those risks. In the University context, such positions include (but are not limited to) supervisor and employee, senior faculty and junior faculty, mentor and trainee, and professor and

student. Because of the potential for conflict of interest, exploitation, favoritism, and bias, such relationships may undermine the real or perceived integrity of the supervision and evaluation provided. Such relationships may be less consensual than the individual whose position confers power or authority believes. The relationship is likely perceived in different ways by each of the parties to it, especially in retrospect.

Moreover, such relationships may harm or injure others in the academic or work environment. Relations in which one party is in a position to review the work or influence the career of the other may provide grounds for complaints by third parties when that relationship gives undue access or advantage, restricts opportunities, or creates a perception of these problems. Furthermore, circumstances may change, and conduct that was previously welcome may become unwelcome. Even when both parties have consented at the outset to a romantic involvement, this past consent does not remove grounds for a charge based upon subsequent unwelcome conduct after notice is given that such conduct is no longer welcome.

Where such a relationship exists, the person in the position of greater authority or power will bear the primary burden of accountability, and must ensure that he or she – and this is particularly important for teachers – does not exercise any supervisory or evaluation function over the other person in the relationship and must recuse him- or herself immediately from any such function found to exist. Where such recusal is required, the recusing party must also notify his or her supervisor or department head, so that such supervisor or department head can exercise his or her responsibility to evaluate the adequacy of the alternative supervisory evaluative arrangements to be put in place. Staff members, may instead, as an option, notify the Office of Human Resources. To reiterate, the responsibility for recusal and notification rests with the person in the position of greater authority or power. Failure to comply with these recusal and notification requirements is a violation of this policy, and therefore grounds for discipline, up to and including termination.

B. With Students

The University will view it as unethical and a violation of this policy if University employees engage in sexual or romantic relationships with students enrolled in their classes or subject to their supervision. Such employee-student relationships may include, but are not limited to, faculty and student, advisor and advisee, teaching assistant and student, coach and athlete, and the individuals who supervise the day-to-day student living environment of student residents. The behavior is, in most cases, unethical even when the relationship is consensual (i.e., both parties have consented), because the voluntary consent of the student is in doubt, given the power imbalance in the student-employee relationship. Even if consent were to be shown, a clear conflict of interest would still exist which might create the appearance of discrimination or favoritism in grading or access to educational opportunities. Relationships between a graduate student and an undergraduate student, when the graduate student has some supervisory responsibility for the undergraduate student, are covered by this policy.

An employee with questions or concerns about consensual amorous relationships in the workplace is encouraged to bring these issues to the attention of the EEO Officer.

IV. Disability and Reasonable Accommodation

A. Northwest's Commitment

Northwest Missouri State University is committed to providing an accessible and supportive environment for employees with disabilities. Equal access for qualified employees with a disability is an obligation of the University under Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 ("ADA"), and the ADA Amendments Act of 2008 (ADAAA). The University does not discriminate on the basis of disability against otherwise-qualified individuals in any program, service or activity offered by the University. The University is committed to ensuring that no otherwise qualified individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids or other appropriate services; however, accommodations cannot result in an undue hardship to the University or fundamentally alter the essential functions of the job.

B. Implementation and Responsibility

Employees are responsible for initiating requests for any desired disability related workplace accommodations. Requests by non-faculty employees should be made to supervisors or to the Office of Human Resources; faculty employees should contact their department head or the Office of Human Resources.

Supervisors/Department Heads are responsible for receiving requests for workplace accommodations, informing employees of the process and referring requests to the Office of Human Resources. Supervisors are also responsible for initiating a discussion concerning accommodations when they have reason to believe that an employee's disability precludes the employee from initiating a request. Supervisors should inform the Office of Human Resources of all requests for accommodations.

Office of Human Resources is responsible for evaluating the request, determining what type of documentation is necessary, and determining if the requested accommodation is appropriate and effective.

C. Definitions

Disability: The term "disability" means, with respect to an individual— (a) a physical or mental impairment that substantially limits one or more major life activities of such individual, (2) a record of such an impairment; or (3) an impairment that is episodic or in remission if it substantially limits a major life activity when it is active.

Substantial Limitation: An impairment is substantially limiting if it prohibits or significantly restricts an individual's ability to perform a major life activity as compared to the ability of the average person in the general population to perform the same activity. The determination of whether an impairment substantially limits a major life activity depends on the nature and severity of the impairment, the duration or expected duration of the impairment, and the permanent or long-term impact of the impairment.

Major Life Activity: A major life activity is defined as the act of caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

Qualified Individual with a Disability: An employee or applicant for employment who, with or without a reasonable accommodation can perform the essential functions of the position.

Reasonable Accommodation: A modification or adjustment to a position, an employment practice, or the work environment that makes it possible for a qualified individual with a disability to perform the essential functions of the position. Examples of reasonable accommodations may include, but are not limited to: (1) making existing facilities readily accessible to and usable by persons with disabilities; (2) job restructuring, modifying work schedules, reassignment to a vacant position; or (3) acquiring or modifying equipment or devices, adjusting or modifying examinations, training materials, or policies, and providing qualified readers or interpreters.

Essential Job Function: The fundamental duties of the position or the primary reasons the position exists. The University does not have to eliminate an essential function from the position, nor does it have to lower quality or performance standards to make an accommodation, as long as those standards are applied uniformly to employees with or without a disability. The University does not have to create a new position to accommodate an employee.

Undue Hardship: An accommodation or action requiring significant difficulty or expense when considered in light of factors such as the University's size, financial resources, and the nature and structure of its operation. Undue hardship also refers to an accommodation that is unduly expensive, substantial, or disruptive, or one that would fundamentally alter the nature of the position.

D. Procedure to Request a Reasonable Accommodation

Applicant and employee requests for reasonable accommodations shall be made to the Office of Human Resources. Supervisors or representatives of the Office of Human Resources receiving a request should immediately contact the EEO Officer for guidance.

E. Appeals/Grievance Procedure

In the event an employee disagrees with the determination and/or proposed accommodation, he or she may contact the EEO Officer. Northwest Missouri State University, 800 University Drive, Maryville, Missouri, 64468-6001 (660-562-1128).

F. Confidentiality

All necessary steps will be taken to ensure the confidentiality of information pertaining to an employee's disability or request for accommodation. Information should be shared on a limited basis with supervisors or department heads regarding necessary accommodation, first aid, emergency procedures, and insurance companies, as necessary. All medical records of employees are kept in separate confidential files.

V. Smoke-Free Campus

The University is committed to providing an environment that is safe and healthy. Consistent with this policy, the University became a smoke-free campus as of August 1, 2010. Smoking is prohibited on all University owned or leased property and in all university vehicles. This policy will apply to all students, employees, contractors, volunteers, and visitors on University-controlled property. Smoking encompasses cigarettes, cigars, pipes, and all other forms of smoke-generating products.

Cats Advocating Smoke-Free Environment (CASE) along with the University Wellness Center will coordinate University efforts for policy notification, education, promotion, support and assessment to ensure successful implementation.

The University reserves the right to initiate disciplinary procedures against any individual found to be in continuous violation of this policy; however all faculty, staff, and students will have a collective responsibility to promote the safety and health of the campus community and therefore share in the responsibility of enforcement. Individuals observed smoking are to be reminded in a professional and courteous manner of the University policy.

VI. Outside Activities and Other Employment

Employees are expected to consider his/her job with the University as his/her primary employment responsibility. While work other than for the University is not prohibited, hours worked in outside employment must not coincide or conflict with hours of work for the University. Outside employment and activities must not detract from work responsibilities at the University, must not interfere with performance of University

duties, nor create a conflict of interest. Questions concerning this policy should be directed to the Office of Human Resources.

VII. Political Activity

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

A. Activity in Political Party Organizations

1. Employees may engage in lawful political activities:
 - a. Of organizations of political parties qualified to place candidates on the ballot in accordance with Missouri statutes or of political parties seeking such qualifications;
 - b. Of nonparties or bipartisan groups seeking the election of candidates to public office or the approval or disapproval of issues which are or may be submitted to the voters for approval, or;
 - c. On behalf of individual candidates for public office, including candidates for membership of any political committee established by Section 115.611 R.S.Mo., et. seq., (formally Chapter 120, R.S.Mo.).
2. Such activity, like any other personal, non-official undertaking, must be done on the individual's own time and should not interfere with University duties.
3. Employees may contribute funds to above parties, groups or candidates or expend funds on behalf of parties, groups, candidates or issues, subject only to state and federal laws which regulate political contributions.

B. Elections to or Holding Public Offices

Before officially announcing as a candidate for or accepting any elective office, employees must inform their supervisor of such intention and that supervisor must make the fact known to the President of the University through appropriate channels. If regulations permit, the President will offer no objection to the candidacy, provided it does not require time or attention that should be given to University duties.

1. Subject to requirement of notice to the President, an employee may, without permission of the President, become a candidate for and hold a non-partisan part-time position as a member of a school board, member of a city council, member of a county legislative body or other local school or municipal office that is part-

time, conducted on the individual's own time, and does not interfere with University duties.

2. The holding of any elective full-time office in local, county, state or the federal government, including state representative or senator, is forbidden while the person is employed by the University. Before accepting such an office, a person is required to resign their University post. A person seeking selection to such an office must resign or request a leave of absence as of the date of filing in the primary.
3. The policy is subject to any applicable provision of law or determination of the Missouri Ethics Commission.

VIII. Workplace Violence and Threats

The University is concerned about the safety of its employees and is committed to maintaining a work environment that is secure and free from incidents of violence or threats of violence. The University will not tolerate incidents of violence because such incidents are contrary to and interfere with University objectives. Acts of aggression are often precursors to actual violence so the University will give immediate attention and serious consideration to all reports of incidents of aggression and will initiate appropriate actions.

This policy defines aggression broadly as any of the following: unwelcome forceful physical touching; intimidating, threatening or hostile actions; intimidating, threatening or hostile communications, whether oral, written, or nonverbal, made in person or communicated by or any other means; vandalism; arson; sabotage; throwing objects; unauthorized possession or use of a weapon on University property; or any other acts or communications of a similar nature. This policy also covers interpersonal conflicts occurring off campus that may create the risk of aggression resulting from such conflicts being carried out on campus.

The Vice President of Human Resources and Organizational Effectiveness ("VPHROE") is responsible for the overall implementation and oversight of the University's workplace aggression management plan. After University Police responds to a threat or act of aggression, the VPHROE will determine whether further investigation is required, the manner of that investigation, and will oversee any such investigation of the incident. The VPHROE, the Counseling Center Director, and University Police Chief shall also be charged with reviewing incidents of aggression to identify ways in which similar incidents can be prevented. The VPHROE shall also coordinate all critical incident debriefings of students, staff or faculty that are affected by the incident.

All University employees are required to immediately report any acts or threats of aggression. If urgent, call University Police (660-562-1254) or call 911. For help with non-urgent threats, call the Office of Human Resources (660-562-1128) or the Counseling Center (660-562-1220).

All employees and students who apply for or obtain a protective or restraining order (Ex Parte, Full Order of Protection, Child Protection Order) which lists University property as being a protected area must provide a copy of the Order to University Police and the Office of Human Resources.

IX. Weapons

To improve the overall safety of the campus community, employees (other than University Police officers) are not permitted to bring weapons on the University campus. Prohibited weapons include firearms (operable or inoperable, loaded or unloaded), switchblades or other knives (deemed to be dangerous or illegal), hunting bows, explosives, or other items which could be construed as weapons, such as paintball/airsoft guns. A violation of this policy will be considered a serious offense, and employees violating this policy will be subject to disciplinary action, up to and including termination of employment.

X. Workplace Surveillance and Searches

The University may utilize reasonable surveillance and search measures that ensure an appropriate work environment and compliance with University policies and applicable law. Northwest has the right to search any and all property under legal requirements; legal requirements are those defined by the 4th amendment of the U.S. Constitution and applicable federal state, and local – laws, including but not limited to law concerning consent, plain view, Northwest-owned property (computer, etc.) and/or warrants.

XI. Driver Requirements

University employees and students may be authorized to operate University vehicles for the purpose of conducting University business, provided they have an appropriate and valid U.S. driver's license for the vehicle being used, and agree to operate the vehicle in a safe and prudent manner. The driver's requirements are in addition to any requirements, standards, operating restrictions, or suspensions imposed by Missouri law. Drivers are to have in their possession a valid driver's license at all times. Before operating University vehicles, University employees and students must obtain authorization from the appropriate official in Facilities Services or their designee.

XII. Information Technology

It is the policy of the University to maintain access for its community to local, national and international sources of information and to provide an atmosphere that encourages the free exchange of ideas and sharing of information. Access to this environment and the University's information technology resources should be considered a privilege and

must conform with all laws, with University policy, and with any policies specific to a resource. All University employees are subject to the University's computing policies, which can be found on the University's Information Systems website.

XIII. Children in the Workplace

The University values family life and has worked to develop employment policies and benefits that are supportive of families. While the University seeks to focus on providing an environment open to work and family issues, it also believes that the work place should not be used in lieu of a child care provider.

It is the policy of the University that minor children in an employee's care may not be present at an employee's workplace (e.g., office, classroom, laboratory, etc.), in lieu of other child care arrangements, during regular university office operating hours. The supervisor is responsible for enforcing this policy in their respective work areas. This policy is not intended, however, to prohibit children from the campus in general.

A. Protection of children

1. Presence of Minors on Campus and Purpose

Minors come to campus for a variety of reasons, such as to attend classes, to participate in University-sponsored activities, and to attend camps. Whatever the reason for their presence, University personnel are to be particularly vigilant regarding their safety and security. This duty increases as this institution's role in their care, custody or control while on campus increases. Specifically, this policy addresses the abuse of minor children.

2. Definition of Abuse

Abuse of a minor child includes serious endangerment of a child's physical or mental health due to injury by act or omission, including acts of sexual abuse. Sexual abuse includes contacts or interactions between a child and an adult when the child is being used as an object of sexual gratification for the adult. A child is abused whether or not this activity involves explicit force, whether or not it involves genital or physical contact, whether or not it is initiated by the child, and whether or not there is discernible harmful outcome.

3. Reporting Suspected Abuse or Neglect

- a. Missouri law requires that any physician, medical examiner, coroner, dentist, chiropractor, optometrist, podiatrist, resident, intern, nurse, hospital or clinic personnel that are engaged in the examination, care, treatment or research of persons, and any other health practitioner, psychologist, mental health professional, social worker, day care center worker or other child-care worker,

juvenile officer, probation or parole officer, jail or detention center personnel, teacher, principal or other school official, minister as provided by section 352.400, peace officer or law enforcement official, or other person with responsibility for the care of children has reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observes a child being subjected to conditions or circumstances which would reasonably result in abuse or neglect, that person shall immediately report or cause a report to be made to the Missouri Department of Social Services.

- b. Consistent with Missouri law, it is this institution's policy that anyone who has reasonable cause to suspect that a minor child has been or may be subjected to abuse or neglect or observes a child being subjected to conditions or circumstances that would reasonably result in abuse or neglect shall immediately report that suspicion to Vice President of Human Resources and Operational Effectiveness and/or University Police.
 - 1. This policy includes but is not limited to abuse that allegedly occurs on the University campus, on property owned or leased by the University, or while members of the faculty, staff or student body are participating in a University-connected activity off campus.
 - 2. A minor and/or his or her parents or guardians or anyone external to the University who has knowledge about abuse of a minor which occurred on University property or which involved a University employee or student during the course of a University-connected activity off campus, is urged to report the alleged abuse to the Vice President of Human Resources and Operational Effectiveness and/or University Police immediately.
- c. The official receiving the report will ensure that a report is made to the Children's Division Child Abuse and Neglect Hotline Unit (1-800-392-3738). This, however, is not meant to preclude the person having the suspicion from making that report on his or her own as well. Similarly, nothing herein precludes making a report to a law enforcement agency or juvenile office, but any such report does not take the place of reporting or causing a report to be made to the Children's Division hotline.
- d. If there is reason to believe that the victim of the abuse or neglect is a resident of another state or was injured as a result of an act that occurred in another state, the report may be made to the child protection agency of that other state having authority to receive such reports pursuant to that state's laws in lieu of reporting it on the Missouri Children's Division Child Abuse and Neglect Hotline. If that other state's agency accepts the report, no report is required to be made, but may nevertheless be made, to the Missouri hotline.
- e. "Reasonable cause" does not require that the individual making the observation conduct an investigation prior to making the report of his or her suspicion that a child has been abused or neglected or is at risk of it.

- f. Missouri law grants any person making a good faith report of suspected child abuse or neglect immunity from any liability, civil or criminal, that might otherwise result by reason of such action.

XIV. Employment Applications

The University relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in this information or data may result in the University's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

XV. Employment Orientation

Upon the commencement of employment, employees will attend an orientation program conducted by the Office of Human Resources. During orientation, employees will receive information regarding University policies, compensation and benefit programs, and other general information about the University. Employees will complete all employment paperwork and forms required for payroll, insurance enrollment, fringe benefit programs, and retirement. Departments will provide their employees with a more specific orientation concerning the department and the employee's position.

XVI. Background Checks and Criminal Convictions

Candidates selected for University positions are required to pass a background check. This background check may include, but not be limited to, criminal history, verifications of employment and education, and driving records. If the candidate challenges the information contained in the background check with the screening agency, the University is not required to hold open the position. The candidate may contact the Human Resource office with questions or concerns about the information contained in the background report. Employees can reference appeal/grievance policies and processes outlined in Chapter 2. Consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position.

A relevant job-related conviction or guilty plea is grounds for termination of employment or non-selection of the candidate. Convictions and guilty pleas include job-related felonies and misdemeanors except minor traffic violations in relation to any position which does not require driving. For positions that require operation of a motor vehicle, the terms conviction and guilty plea shall include minor traffic violations.

Applicants for employment who plead guilty to or are convicted of a criminal violation after they have applied should contact the Office of Human Resources within five (5) days of the conviction or guilty plea. Individuals who have begun employment with the University must notify their supervisor within five (5) days of a conviction or guilty plea

to a criminal violation. Failure to report a conviction or guilty plea is grounds for discipline up to and including termination of employment or non-selection of an applicant. Supervisors should notify the Office of Human Resources immediately upon being informed of any such conviction or guilty plea.

XVII. Dual Employment

No individual may occupy more than one full-time position, or the hourly equivalent thereof, within the University employment structure.

XVIII. Personal Data Changes

It is the responsibility of each employee to promptly notify the University of any changes in personal data. Mailing address, telephone numbers, number and names of dependents, marital status, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. The Office of Human Resources should be notified immediately of any such changes.

XIX. Employee Conduct

A. Conduct

Conduct during working hours is expected to reflect the individual's position as an employee of a public institution of higher learning in the State of Missouri. Conduct that disrupts departmental or University functioning cannot be tolerated and will subject the employee to disciplinary action up to and including dismissal, as determined appropriate by the University.

B. Personal Appearance

Dress is in accordance with uniform requirements of the various departments. Where uniform requirements do not exist, the employee is requested to observe a standard of dress appropriate to the University.

C. Attendance

To maintain a productive work environment, the University expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the University. In the rare instance when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Authorized absences are covered in Chapter 5 of

this Employee Handbook. Poor attendance and excessive tardiness are disruptive and may lead to disciplinary action, up to and including termination of employment.

XX. Family and Medical Leave

It is the policy of the University to provide Family and Medical Leave (FML) in accordance with the federal Family and Medical Leave Act of 1993 (FMLA) and subsequent amendments. This policy outlines the information provided in “Employee Rights and Responsibilities Under the Family and Medical Leave Act.”

A. Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

1. For incapacity due to pregnancy, prenatal medical care or child birth;
2. To care for the employee’s child after birth, or placement for adoption or foster care;
3. To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
4. For a serious health condition that makes the employee unable to perform the employee’s job.

B. Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Forces, National Guard or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, or certain care of a servicemember’s parent addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred – or aggravated by service – in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Covered servicemembers also include veterans who were discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran with serious injury or illness as described above.

C. Benefits and Protections

During FMLA leave, the University will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

D. Eligibility Requirements

Employees are eligible if they have worked for at least one year, for 1,250 hours over the previous 12 months.

E. Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

F. Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the University's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

G. Substitution of Paid Leave for Unpaid Leave

The University requires that the employee substitute (run concurrently) accrued paid leave to which the employee may be entitled to cover the employee's FMLA leave, before using unpaid leave rights under the FMLA.

H. Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable.

Employees must provide sufficient information for the University to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the University if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

XXI. Pay and Benefits During Leave

The Office of Human Resources will inform the employee of the current status of pay and benefits during leave. The University requires that the employee substitute accrued paid leave to which the employee may be entitled to cover the employee's Family and Medical Leave Act ("FMLA") leave, before using unpaid leave rights under the FMLA.

If an employee has no accrued paid leave available, the Family Medical Leave ("FML") will be unpaid. Vacation and sick leave benefits will not accrue during an FML leave. Additionally, employees on FML leave will not be paid for a holiday(s) that occur during the period that they are on FML leave.

For the duration of the approved FML, the University will maintain the employee's benefits at the same level and under the same conditions as if the employee had continued work, with the exceptions noted above. The employee is required to continue to pay his/her contribution to dependent or family coverage or other elective benefit costs. If on paid leave, premiums will be deducted from pay as usual. If some or all of the leave will be without pay, information on how and when to make premium payments will be provided to the employee. If necessary, employees will be allowed to discontinue coverage and be reinstated to the plan, if they return to work on or before expiration of the FML.

If the employee does not return to work with the University, or returns for less than a period of 30 days after the leave has ended, the employee will owe the University the cost of any benefits provided during the entire duration of the FML, including the employer contribution to the employee's health benefits. No such amount shall be owed if there is a reoccurrence or onset of a serious health condition, or if, in the opinion of the University, there is a change of circumstances beyond the employee's control.

XXII. Student-Family Educational Rights and Privacy Act

The University's policy concerning the Family Educational Rights and Privacy Act, also

known as the "Buckley Amendment," is stated in detail in the Undergraduate Catalog and deals primarily with rules and regulations regarding the use and disclosure of student information. Faculty members must familiarize themselves with this policy. If a faculty member has questions, he/she should consult the Vice President of University Relations.

XXIII. Revisions to Chapter 2 of the Faculty Handbook (clean up later)

The legal and official copy of Chapter 2, "Faculty Employment Policies" of the *Faculty Handbook* is made a part of the Faculty Contract and incorporated herein. From time to time the Board of Regents may amend or add to Chapter 2 of the *Faculty Handbook*. Such amendments and additions shall be effective commencing with the fiscal year (July 1-June 30) following the date of enactment of the Board of Regents. Provost will appoint a committee to revise the *Faculty Handbook* at his/her discretion. The Provost and the committee will recommend a timeline for completion of the revision.

Steps:

1. Form a committee to revise the Handbook. The committee shall consist of six members: Chair of the Faculty Welfare committee, one Dean, one representative from the NLT, one chair, and two faculty members representing different colleges.
2. Outline concepts for the revisions
3. Prepare a draft
4. The draft will be reviewed by the following groups to gain feedback and work to consensus
 - a. President, Provost, University Attorney
 - b. Faculty Senate President and President Elect
 - c. Faculty Welfare committee
 - d. Deans Council and Chairs Council
5. Recommended changes/revisions will be sent back the committee
6. Repeat 3 & 4
7. Forum(s) to address questions
8. Vote by Faculty for recommendation to the Board
9. Review by President
10. Submit to Board of Regents